



# City of Killeen

## Agenda

### City Council

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Tuesday, October 24, 2017

5:00 PM

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

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#### Call to Order and Roll Call

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

#### Invocation

#### Pledge of Allegiance

#### Approval of Agenda

#### Minutes

[MN-17-025](#) Consider Minutes of Regular City Council Meeting of October 17, 2017.

**Attachments:** [Minutes](#)

#### Resolutions

[RS-17-108](#) Consider a memorandum/resolution appointing a Killeen representative to the Bell County Tax Appraisal District Board.

**Attachments:** [Staff Report](#)  
[Bell County Letter of Request](#)  
[Application](#)  
[Presentation](#)

[RS-17-109](#) Consider a memorandum/resolution appointing members to remaining seats on the KEDC Board and the Arts Commission Board.

**Attachments:** [Staff Report](#)  
[KEDC Board](#)  
[Arts Commission Board](#)  
[Presentation](#)

[RS-17-110](#) Consider a memorandum/resolution rejecting all bids for Bid No. 17-16 Girl

Scouts of Central Texas - Killeen Service Center Rehabilitation project.

**Attachments:** [Staff Report](#)  
[Bid Analysis](#)  
[Reimbursement Letter](#)  
[Presentation](#)

[RS-17-111](#) Consider a memorandum/resolution authorizing a lease agreement with Professional Turf Products, L.P./PNC Finance for parks, athletic fields, and greenbelt mowers for Parks and Public Grounds via the BuyBoard.

**Attachments:** [Staff Report](#)  
[Quote](#)  
[Lease Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

[RS-17-112](#) Consider a memorandum/resolution awarding Bid No. 17-17 to E-Z-GO/TCF Equipment Finance for the lease of rental golf carts at Stonetree Golf Club.

**Attachments:** [Staff Report](#)  
[Bid Tab](#)  
[Lease Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

[RS-17-113](#) Consider a memorandum/resolution appointing members to the Youth Advisory Commission.

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

[RS-17-114](#) Consider a memorandum/resolution approving termination of concession lease agreement with Crystal and Richard Sullivan dba Green Beans Coffee at Killeen-Fort Hood Regional Airport.

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

[RS-17-115](#) Consider a memorandum/resolution approving use of a Request for Proposal (RFP) for the selection of a food service and beverage concession tenant at Killeen Fort Hood Regional Airport.

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

[RS-17-116](#) Consider a memorandum/resolution authorizing the City Manager to execute an Interlocal agreement with the City of Harker Heights to construct a portion of the Heritage Oaks Hike and Bike Trail Segment, 3A within the

City of Harker Heights jurisdiction.

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

[Interlocal Agreement](#)

[Plan](#)

[Survey](#)

[Presentation](#)

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on October 20, 2017.*

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*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.*

- *Harker Heights Chamber of Commerce Banquet, October 23, 2017, Killeen Civic & Conference Center*
- *GKCC Military Relations Luncheon, October 31, 2017, 11:30 a.m., Grace Christian Center*

**Dedicated Service -- Every Day, for Everyone!**



# City of Killeen

## Legislation Details

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**File #:** MN-17-025    **Version:** 1    **Name:** Minutes of Regular City Council Meeting of October 17, 2017  
**Type:** Minutes    **Status:** Minutes  
**File created:** 9/26/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider Minutes of Regular City Council Meeting of October 17, 2017.  
**Sponsors:** City Secretary  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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**City of Killeen**  
Regular City Council Meeting  
Killeen City Hall  
October 17, 2017 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Jim Kilpatrick, Councilmembers Debbie Nash-King, Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Steve Harris (arrived at 5:17)

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

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

**Approval of Agenda**

*Motion was made by Mayor Pro-Tem Kilpatrick to approve the agenda as written. Motion seconded by Councilmember Fleming. The motion carried 6 to 0.*

**Minutes**

*Motion was made by Councilmember Okray to approve the minutes of the September 26th Regular City Council Meeting. Motion was seconded by Councilmember Johnson. Motion carried 6 to 0.*

**Resolutions**

**RS-17-105** Consider a memorandum/resolution to enter into a Memorandum of Understanding with the Texas Commission on Fire Protection and the Killeen Fire Academy.

**Staff comments:** Brian Brank

The Texas Commission on Fire Protection has started the process of setting up facilities for Commission online testing throughout the state of Texas. This MOU gives the KFD fire training center the ability to establish online testing at the KFD fire academy facility. Staff recommends that the City Council approve the Memorandum of Understanding with the Texas Commission on Fire Protection (TCFP) and authorize the City Manager, or his designee, to execute the agreements.

*Motion was made by Councilmember Rivera to approve RS-17-105. Motion was seconded by Councilmember Nash-King. Motion carried 6 to 0.*

**RS-17-106** Consider a memorandum/resolution authorizing a lease with purchase option of a backhoe for the Street Services division.

**Staff comments:** Frank Tydlacka

The three-year lease on one of the Street Services division's existing backhoes expires in December 2017. The Street Services division is requesting to initiate a new three-year backhoe lease with a purchase option at the end of the lease. Staff recommends the procurement of the backhoe from Holt CAT, through the TASB BuyBoard, with financing provided by Caterpillar Financial Services Corporation on a three-year lease of \$1,909.45

per month, FY 2018-2021, 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.

*Motion was made by Councilmember Fleming to approve RS-17-106. Motion was seconded by Councilmember Johnson. Motion carried 6 to 0.*

**RS-17-107** Consider a memorandum/resolution approving a release and settlement agreement in the case of Beau Burkett Media LP v City of Killeen, Killeen Zoning Board of Adjustment, and Earl Abbott.

**Staff comments:** Kathy Davis

Burkett Media's application for a sign permit for a 672 sq. ft. billboard was denied because it was proposed within the 1500 foot radius of another large off-premises sign. On May 17, 2017, Burkett filed a petition. The petition alleges various claims including that the determination of the Building Official and Zoning Board are illegal, that the city's sign is illegal under TxDOT regulations, and that the city's ordinance is unconstitutional. In response to a Federal Judges' recommendation, the City and TML negotiated a settlement agreement with Burkett Media subject to City Council approval. The negotiated settlement is beneficial to the City, and will result in more than \$100,000 worth of free advertising for the City. Staff recommends that City Council approve the proposed settlement agreement with Burkett Media LP, and authorize the permitting of Burkett Media's proposed sign at the requested location which encroaches into the required 750 foot required distance by approximately 50 feet.

*Motion was made by Mayor Pro-Tem Kilpatrick to approve RS-17-107. Motion was seconded by Councilmember Fleming. Motion carried 5 to 1 with Councilmember Okray opposing.*

### **Public Hearings**

**PH-17-045** HOLD a public hearing and consider an ordinance requested by Richard Taylor of Eco-Site, L.L.C. on behalf of Florence HH MHP, L.L.C., (Case#Z17-21) to rezone approximately 0.058 acre, out of the John Essary Survey, Abstract 296, from "RMH" (Residential Mobile Home District) to "RMH" with a Conditional Use Permit (CUP) for a 110 feet tall monopole communication structure. The property is locally known as 3205 Florence Road, Killeen, Texas.

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 JOHN ESSARY SURVEY, ABSTRACT 296, CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM "RMH" (RESIDENTIAL MOBILE HOME DISTRICT) TO "RMH" WITH A CONDITIONAL USE PERMIT (CUP); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

The staff notified nine surrounding property owners within a 200 feet notification boundary regarding this request. As of the date of this report, no letters in support or opposition have been received. This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances. The Planning

and Zoning Commission, by a vote of 5 to 0, recommends approval of the applicant's request for a Conditional Use Permit (CUP) subject to the applicant's request of a reduction in the required setback from 110 feet to 50 feet with no additional landscaping around the enclosure and that the enclosure be setback 25 feet from the rear of the property.

- Councilmember Harris came in at this point, 5:17p.m. -

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

*Motion was made by Councilmember Rivera to approve PH-17-045. Motion was seconded by Councilmember Okray. Motion carried unanimously.*

**PH-17-046A** HOLD a public hearing and consider an ordinance requested by the Planning staff (FLUM#Z17-22) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Estate' designated area to a 'General Residential' designated area for approximately 2.673 acres, being part of the Robert Cunningham Survey, Abstract No. 199. The subject property is generally located along the west right-of-way of Cunningham Road, north of Hope Lane and west of Fawn Drive, Killeen, Texas.

City Secretary read the caption of the ordinance.

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'ESTATE' TO 'GENERAL RESIDENTIAL' FOR 2.673 ACRES OUT OF THE ROBERT CUNNINGHAM SURVEY, ABSTRACT NO. 199, FOR PROPERTY GENERALLY LOCATED ON THE WEST RIGHT-OF-WAY OF CUNNINGHAM ROAD, NORTH OF HOPE LANE AND WEST OF FAWN DRIVE, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

This FLUM amendment request conforms to the city's policy as detailed in the Comprehensive Plan. The Planning and Zoning Commission recommended, by a vote of 4 to 1, approval of amending the FLUM from 'Estate' to 'General Residential' for the 2.673 acres as requested by staff. It shall be noted that, in this particular instance, the subject property and surrounding area are designated as 'Estate' on the FLUM, a significant amount of land within the quadrant of Hope Lane, Onion Road, Stagecoach Road, and Cunningham Road that is zoned as "R-1". Therefore, development is allowed to occur in conformance with the current zoning of the land even if it is not consistent with the community character as detailed in the Comprehensive Plan.

Mayor Segarra opened the public hearing.

Michelle Lee, Killeen Engineering & Surveying, 2901 E. Stan Schlueter Loop - spoke in favor of the request.

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

*Motion was made by Councilmember Okray to approve PH-17-046A. Motion was seconded by Councilmember Johnson. Motion carried unanimously.*

**PH-17-046B** HOLD a public hearing and consider an ordinance requested by Lagan Construction, Inc., (Case#Z17-22) to rezone approximately 2.673 acres out of the Robert Cunningham Survey, Abstract No. 199, from “A” (Agricultural District) to “R-1” (Single-Family Residential District). The property is located north of Hope Lane, approximately 1,200 feet west of Cunningham Road, Killeen, Texas.

City Secretary read the caption of the ordinance.

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

**Staff comments:** Tony McIlwain

The staff notified five (5) surrounding property owners regarding this request. Staff has received no protests at this time. The Planning and Zoning Commission recommended, by a vote of 4 to 1, approval of the zoning change as requested by the applicant.

Mayor Segarra opened the public hearing.

Michelle Lee, Killeen Engineering & Surveying, 2901 E. Stan Schlueter Loop - spoke in favor of the request.

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

*Motion was made by Councilmember Fleming to approve PH-17-046B. Motion was seconded by Councilmember Johnson. Motion carried unanimously.*

### **Adjournment**

With no further business, upon motion being made by Councilmember Rivera, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 5:30 p.m.





# City of Killeen

## Legislation Details

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**File #:** RS-17-108    **Version:** 1    **Name:** Appointment to Bell County Tax Appraisal District Board  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/7/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution appointing a Killeen representative to the Bell County Tax Appraisal District Board.  
**Sponsors:** City Secretary  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Bell County Letter of Request](#)  
[Application](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

**FROM:** Kathy Davis, City Attorney

**SUBJECT:** Approval of Appointment to the Board of Directors of the Bell County Tax Appraisal District to Serve a Two-Year Term beginning January 1, 2018

### **BACKGROUND AND FINDINGS:**

The Bell County Tax Appraisal District is responsible for appraising property in the district for ad valorem tax purposes of each taxing unit that imposes ad valorem taxes on property within the district. The District is also responsible for the collection of ad valorem property taxes.

The Tax Appraisal District of Bell County Board of Directors is currently composed of a total of seven (7) representatives from Bell County, City of Killeen, Killeen ISD, City of Temple, Temple ISD, City of Belton and Belton ISD, and all other eligible entities. The duties of the Board of Directors is to set policy and procedure for the Tax District of Bell County. They have no jurisdiction over setting property values.

Section 6.03 of the Tax Code states that members of the board of directors of the appraisal district serve two-year terms beginning on January 1 of even-numbered years.

### **THE ALTERNATIVES CONSIDERED:**

1. Continue to participate on the Bell County Tax Appraisal District Board.
2. Do not appoint a Killeen representative to sit on the Tax Appraisal District Board.

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

Staff recommends that the City continue to provide a representative to participate on the Bell County Tax Appraisal District Board, in order to ensure the interests of the citizens of Killeen are best served.

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

Appointment of a Killeen representative complies with the Texas Tax Code, Sec 6.03.

### **FINANCIAL IMPACT:**

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

It is recommended the City Council appoint \_\_\_\_\_ to serve as the City of Killeen representative to the Bell County Tax Appraisal District Board of Directors, for a two-year term beginning January 1, 2018.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Bell County Letter of Request  
Application

# TAX APPRAISAL DISTRICT

Of  
BELL COUNTY



P.O. Box 390

Belton, Texas 76513-0390

CHIEF APPRAISER  
Marvin Hahn, RPA, RTA  
DEPUTY CHIEF APPRAISER  
Roger Chesser, RPA, RTA  
BUSINESS/FINANCIAL MANAGER  
Mary Lou David, RTC  
CHIEF ACCOUNTANT  
Vivian Mitchell, RTC  
CHIEF COLLECTIONS  
Tammy Hubnik, RPA, RTA  
CHIEF MAPPING  
Sarah Hejl  
ADMINISTRATIVE ASSISTANT  
Linda Hearrell, RTA

BOARD MEMBERS  
Royce Matkin, Chairman  
Jared Bryan Vice Chairman / Secretary

DIRECTORS  
Robert Jones  
Susan Jones  
Wade Matthews  
Scott Morrow  
Virginia Suarez

August 29, 2017

City of Killeen  
Jose Segarra, Mayor  
P O Box 1329  
Killeen TX 76540

COPY

Dear Mayor Segarra

Section 6.03(b) of the Tax Code states that members of the board of directors of the appraisal district serve two-year terms beginning on January 1 of even-numbered years.

The taxing units in the Tax Appraisal District of Bell County have exercised their option under Section 6.031(b) to change the number and method of appointing members to the board. This method remains in effect until rescinded or changed by resolution of a majority of the governing bodies that are entitled to vote on appointment of board members.

Please have your governing body confirm **by resolution not later than November 3, 2017** their choice for appointment to the board of directors for a two year term beginning January 1, 2018.

If you have any questions please call.

Sincerely

Marvin Hahn  
Chief Appraiser

MH/lh

RECEIVED  
8-31-17





**BOARD, COMMISSION, or COMMITTEE CANDIDATE  
Application**

Board/Commission/Committee (you may list more than one)  Bell County Public Health District	Your Name Royce Matkin	
	Home Phone	
Home Address  1602 Prather Dr Killeen	Cell Phone: 254-220-5930	
	E-Mail rmatkin@hotmail.com	
Business Address  1703 South W.S. Young Dr Killeen	Business Phone 254-220-5930	
	Occupation Realtor	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Music/Radio/Television/Sound Recording <input type="checkbox"/> Dance/Drama/Motion Picture/Writing <input type="checkbox"/> Folk Art/Painting/Sculpture/Photography/Graphic & Craft Arts/Architecture <input type="checkbox"/> Educator in Arts <input type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 60 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
	Special knowledge, experience, or interest applicable to function on board, commission, or committee:  Involved with Bell County Public Health District in the 1990's while serving as a Bell County Commissioner from Precinct 4 (Killeen area)	
Other information (civic activities, etc.)		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service.  Bell County Tax Appraisal District: 2007-present (Chairman of Board) Killeen City Council: 1984-1988 City of Killeen Planning and Zoning Commission: 1979-1983		
Signature: <i>Royce Matkin</i>	Date: 8/14/2017	
	Updated:	

**RETURN TO:**

**CITY SECRETARY'S OFFICE**  
101 N. College St.  
P. O. Box 1329  
Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399  
[dbarker@killeentexas.gov](mailto:dbarker@killeentexas.gov)



# APPOINTING A KILLEEN REPRESENTATIVE TO THE BELL COUNTY TAX APPRAISAL DISTRICT BOARD

RS-17-108

October 17, 2017

# Purpose of District and Board of Directors

## **The Bell County Tax Appraisal District is responsible for:**

- Appraising property in the district for Ad Valorem tax
- Collection of Ad Valorem tax and disbursement to municipalities

## **Tax Appraisal District Board of Directors composition and duties:**

- Composed of seven (7) representatives from surrounding cities, school districts, and other eligible entities;
- Duties of the Board of Directors is to set policy and procedure for Tax District of Bell County. They have no jurisdiction over setting property values.
- Killeen has participated in the Bell County Tax Appraisal District Board since 1995.

# Alternatives and Conformity

## **Alternatives:**

- Continue to participate on the Tax Appraisal Board by appointing a Killeen representative to that board in order to ensure the interests of the citizens of Killeen are best served; or
- Do not appoint a Killeen representative

## **Conformity:**

- Appointment conforms with the Texas Tax Code, Section 6.03 which states that members of the board of directors of the appraisal district serve two-year terms beginning on January 1 of even-numbered years.



# Financial Impact



There is no financial impact to the City to participate on the Tax Appraisal Board.

# Recommendation

- Royce Matkin has served as Killeen's representative for the past 14 years and is agreeable to serve another two-year term. The City has received no other applications of interest for this Board.
- It is recommended the City Council reappoint Royce Matkin to serve as the City of Killeen representative to the Bell County Tax Appraisal District Board of Directors for a two-year term beginning January 1, 2018.



# City of Killeen

## Legislation Details

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**File #:** RS-17-109    **Version:** 1    **Name:** Appointment of Remaining Seats on KEDC and Arts Commission  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 10/3/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution appointing members to remaining seats on the KEDC Board and the Arts Commission Board.  
**Sponsors:** City Secretary  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[KEDC Board](#)  
[Arts Commission Board Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

**FROM:** Kathy Davis, City Attorney

**SUBJECT:** Boards and Commissions - Appointment of Remaining Seats

### **BACKGROUND AND FINDINGS:**

The City Council made appointments to various Boards & Commissions at its September 12, 2017 regular meeting. There were three (3) seats on two different boards that were not appointed at that meeting. This resolution appoints those remaining vacant seats.

Two (2) Chamber of Commerce appointed seats (Chamber rep and KIF rep) on the Killeen Economic Development Corporation (KEDC) Board were not yet appointed by the Chamber in time for the September 12<sup>th</sup> Council meeting. Since then the Chamber of Commerce has appointed Bobby Hoxworth to the Chamber Representative seat and reappointed Karl Green to the KIF Representative seat. Both representatives will serve a 3-year term on the KEDC Board beginning October 1, 2017.

#### *KEDC - Killeen Economic Development Corp (All Council)*

Current Member	Status	New Member	Comments
Curt Gaines	Term Expired	Bobby Hoxworth	Chamber Rep
Karl Green	Term Expired	Karl Green	KIF Rep

On the Arts Commission Board, Krista Kasper resigned from the Folk Art/Painting/Sculpture seat, and that vacancy needs to be filled by a qualified candidate.

#### *Arts Commission (All Council)*

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Krista Kasper	Resigned	Vantonio Fraley	Folk Art/Scpl/Paint	No	No

### **THE ALTERNATIVES CONSIDERED:**

The City Council may choose to approve the above listed appointments and complete the Boards.

The City Council may choose not to approve the above listed appointments, which would cause continued vacancies on the Boards.

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

Making these appointments conforms to relevant city ordinances and policies.

**FINANCIAL IMPACT:**

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

There is no current or future expenditure with these appointments.

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

It is recommended that the City Council approve the appointment of Bobby Hoxworth to fill the Chamber Representative seat and Karl Green to fill the KIF Representative seat on the KEDC Board, and approve the appointment of a qualified candidate to fill the Folk Arts/Sculpture/Painting seat on the Arts Commission Board.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

KEDC Board

Arts Commission Board

# KILLEEN ECONOMIC DEVELOPMENT CORP

**2017-2018**

■ Yellow indicates term expiring for CITIZEN members

\*Filled unexpired term

Name	Address	Phone - W			Initial Apptmt	Term Length - 3 Years -	Termed Out	Willing to be reappointed	Other committees/boards currently serving on	New Member
		Phone - H	Phone - C							
<b>Debbie Nash-King *</b> City Rep	2511 Trimmier Rd, #140 Killeen, TX. 76542				Jun-17	2017 - 18				
<b>Juan Rivera</b> City Rep	4909 Bending Trail Killeen, TX. 76542	251-7149			June 2015	2015 - 18				
<b>Jose Segarra</b> City Rep	2109 Flagstaff Drive Killeen, TX. 76543	290-0548			2016	2017 - 18				
<b>Jim Foster</b> KIF Rep	3701 E. CTE Killeen, TX. 76543	634-2224			2012	2015 - 18				
<b>Curt Gaines</b> Chamber Rep (Apptd by Chamber)	PO Box 790 Killeen, TX. 76540	200-7756			2011	2014 - 17	Yes			Bobby Hoxworth
<b>John Gilmore</b> KIF Rep	PO Box 85 Killeen, TX. 76540	634-5421			2013	2016 - 19				
<b>Karl Green</b> KIF Rep (Apptd by Chamber)	317 N. 2nd St. Killeen, TX. 76541	554-2262 394-6503			June 2015	2014 - 17	No			Karl Green
<b>Paula Lohse</b> Chamber Rep					2015	2015 - 18				
<b>Charlie Watts</b> Chamber Rep	PO Box 996 Killeen, TX. 76540	699-7100			2013	2016 - 19			BOA Airport	

**Membership:** The Killeen Economic Development Corporation shall consist of nine members who shall be appointed by the City Council. There shall be three directors nominated by and representing each of the following organizations: **three from the City of Killeen Mayor and City Council, three from the Greater Killeen Chamber of Commerce, and three from the Killeen Industrial Foundation.** The nine directors shall initially serve for staggered terms: one director from each represented organization for one year, one director from each represented organization for two years, and one director from each represented organization for three years. Subsequent Directors shall serve for a term of three years or until his/ her successor is duly elected and qualified. No director shall serve more than two consecutive terms. Advisory directors may be appointed by the governing body as ex-officio members of the Board of Directors. Advisory directors shall be non-voting members of the Board and shall serve at the pleasure of the governing body for a term not less than one year nor more than three years.

**Duties:** The corporation is organized exclusively and may issue bonds for the purposes of accomplishing public purposes and acting on behalf of the City; and the specific purposes for which the corporation is organized and may issue bonds for the promotion and development of commercial, industrial, manufacturing enterprises to promote and encourage employment and the public welfare.

**Source:** Development Corp Act 1979; Texas Local Government Code, Chapter 501; Resolution #90 -65 (08-14-90)

**Term of Office:** 3 Year Terms, staggered

**Meetings:** As needed

**Appointing Body:** City Council

**Appointments Sub-committee:** All Council

**Department Responsible:** Chamber of Commerce

# ARTS COMMISSION

**2017-2018**



Yellow indicates term expiring for CITIZEN members

\*Filled unexpired term

Name	Address	Phone - W	Initial Apptmt	Term Length - 3 Years -	Termed Out	Willing to be reappointed	Other committees/boards currently serving on	New Member
		Phone - H Phone - C						
<b>John Doranski</b> Member-at-Large	1801 Robert Tyler Dr. Harker Heights, TX. 76542	741-2380 368-1110	April 2015	2016 - 19				
<b>Sean Payton</b> Music/Radio/TV/Tape/Sound	610 Aries Ave Killeen 76542	254-423-5341	* Mar 2017	2016 - 19			Senior Citizen Advisory BOA - Fire	
<b>Rachel Brent</b> Member-at-Large	1802 Sandstone Dr. Killeen, TX. 76549	247-8438 616-1715	2012	2015 - 18			KVI	
<b>Darlene Golden</b> Dance/Drama/Writing	711 Alexander Street Killeen 76541	254-681-8861	2016	2016 - 19				
<b>Morris Melton</b> Member-at-Large	2505 Lose Killeen, TX. 76543	254-245-7712	2016	2016 - 19				
<b>Ralph Cossey</b> Member-at-Large	3811 Barbed Wire Dr. Killeen, TX. 76542	554-9180 213-0452 510-303-1927	2013	2016 - 19			CDAC KVI	
<b>Nelson Santiago</b> Member-at-Large	2105 Basalt Drive Killeen, TX. 76549	254/690-4321 254/415-7793 832/971-9406	2017	2017 - 2020				
<b>Elizabeth Blackstone</b> Educator/Arts	601 Illinois Ave Killeen, TX. 76541	254/634-5090 254/289-4923	2017	2017 - 2020				
<b>Krista Kasper</b> Folk Art/Painting/Sculpture	703 W. Mary Jane Dr. Killeen, TX. 76541	248/946-1512	2015	2015 - 18		Resigned 8-22-17		
<b>Nina Cobb</b> Member-at-Large	4978 Onion Rd. Killeen, TX. 76542	554-8565 462-2599	April 2015	2016 - 19				
<b>John Miller</b> Member-at-Large	4805 Bramblewood Drive Killeen, TX. 76542	254/287-7823 254/319-6594	2015 *	2017 - 2020	No	Yes		

**Membership:** The Arts Commission shall consist of eleven members who should broadly represent all elements of the community. There shall be a representative of instrumental and vocal music/radio/television/tape and sound recording; a representative of dance/drama/motion pictures/creative writing; a representative of folk art/painting sculpture/ photography/graphic and craft arts/architecture/design and allied fields; an educator with a background in the Arts; and seven members of the public -at-large.

**Duties:** The Arts Commission shall solicit applications for projects from arts groups, shall review and hear requests for funding, shall adopt guidelines and criteria for applicants requesting funding. The Arts Commission's primary objective in evaluating applicants' projects will be the promotion of tourism and the convention and hotel industry based on, but not limited to, the project's involvement inside the City, the number of citizens to benefit from the project, the project's ability to promote tourism, the applicant's administrative and fiscal responsibility, the "multiplier effect" of the project, and the quality or artistic merit of the project. The Arts Commission shall submit to the City Council its recommendations for the allocation of funding regarding the use of municipal hotel occupancy tax revenue, and on long-range goals for the development of tourism and the convention and hotel industry through use of funding for the arts.

**Source:** Tax Code, Chapter 351 and the City of Killeen Code of Ordinances, Chapter 2, Section 131

**Term of Office:** 3 Year Terms, staggered

**Meetings:** Monthly, 2<sup>nd</sup> Friday at 12:15 p.m.

**Appointing Body:** City Council

**Appointments Sub-committee:** All Council

**Department Responsible:** Finance

A stylized graphic of the number '17' in a light gray color. The '1' is a simple vertical bar, and the '7' has a curved top that extends into a long, thin, upward-curving line that ends in a five-pointed star. The text 'APPOINT MEMBERS TO KEDC AND ARTS COMMISSION' is overlaid on the lower part of the '7' and the star.

**APPOINT MEMBERS TO  
KEDC  
AND ARTS COMMISSION**

**RS-17-109**

**October 17, 2017**



# KEDC Board

- The Chamber of Commerce and KIF representatives to the KEDC Board had not been appointed by the Chamber in time for Council appointments at its September 12th meeting. The Chamber has since appointed:
  - Bobby Hoxworth (Chamber Representative)
  - Karl Green (KIF Representative)

# Arts Commission



- The Arts Commission also has a vacancy for a member with expertise in the area of Folk Art/Sculpture/Painting.
- Vantonio Fraley has the required expertise and has agreed to serve.

# Recommendation



- Staff recommends approving the following appointments:
  - Bobby Hoxworth to the KEDC Board as the Chamber of Commerce representative;
  - Karl Green as the KIF representative; and
  - Vantonio Fraley to the Arts Commission as the Folk Art/Sculpture/Painting representative.



# City of Killeen

## Legislation Details

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**File #:** RS-17-110    **Version:** 1    **Name:** Girl Scouts rejection of bid resolution  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/19/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution rejecting all bids for Bid No. 17-16 Girl Scouts of Central Texas - Killeen Service Center Rehabilitation project.  
**Sponsors:** Community Development Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Bid Analysis](#)  
[Reimbursement Letter](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

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

**SUBJECT:** Reject Bids for #17-16 Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project

### **BACKGROUND AND FINDINGS:**

During the FY2016-17 allocation process, Girl Scouts of Central Texas (GSCTX) was allocated \$209,248.00 of Community Development Block Grant (CDBG) (Ord 16-036) funds to be used for renovations to an existing building (owned by GSCTX) for use as the Killeen Service Center. Proposed renovations included remodeling of the existing cement masonry unit facility, ADA restrooms, plumbing, electrical, HVAC, windows, roof, masonry patching, demolition of asphalt parking, and installation of concrete parking and sidewalk.

Electronic bid documents were available from the City of Killeen web site, Demand Star, and the Electronic State Business Daily (ESBD). Additionally, plans and specifications were available through six plans rooms. All plan sets and bid packets were available at no charge. Bids received for the project were opened and read aloud August 30, 2017, at 2:00 pm in the Council Chambers at City Hall.

One bid was received from A&L Sanchez Painting and Construction; the bid exceeded the available project budget.

### **THE ALTERNATIVES CONSIDERED:**

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

No alternatives were considered. Construction-related facility improvement projects funded in whole or in part with CDBG funds must be awarded within the available project budget and in accordance with the bidding form.

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

City procurement and federal procurement guidelines were followed in preparation of the bidding documents, advertising of the bid availability, acceptance of the bid forms, and public opening.

### **FINANCIAL IMPACT:**

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

Expended funds during the current fiscal year total \$374.10 for advertising cost associated with the bidding process; Girl Scouts of Central Texas is reimbursing the City in this amount, as this

is no longer an eligible project expense. No future expenditure on this project is anticipated; the agency has relinquished the FY2016-17 CDBG funds back to the City. GSCTX will re-evaluate the project and consider submittal of an application for CDBG funding in the future.

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

NA.

**Is this expenditure budgeted?**

Yes.

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

NA

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

NA

**RECOMMENDATION:**

Community Development staff recommends City Council reject the bid received.

**DEPARTMENTAL CLEARANCES:**

Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Analysis

Reimbursement Letter

# **BID ANALYSIS**

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project**  
**#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

**PROJECT INFORMATION:** rehabilitation of the exiting Girl Scouts of Central Texas Killeen Service Center, located at 2909 Lake Road, Killeen, Texas.

This project is for work consisting of:

Facility improvements including remodeling of existing facility, ADA restrooms, plumbing, electrical, HVAC, windows, roof, masonry patching, demolition of asphalt parking and installation of concrete improvements to include sidewalk.

City Staff from Community Development produced a bid packet consisting of bidding requirements consistent with procurement policies of the City, State, and Department of Housing and Urban Development. The objective was to achieve complete rehabilitation of the structure through a base bid then adding each alternate addition to ensure a contract award can be made within the available budget. The bid form contained a base bid and four alternate additions. This methodology allows for inclusion of all components within the base bid then adding each alternate, in successive order, to arrive at a total bid amount within the available funding; the bid will be awarded on a total lump sum contract.

As a requirement of the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding – the bidder is required to complete a contractor certification to affirm eligibility of receipt of federal contracts or be previously certified under this process.

## **DRAWINGS and SPECIFICATIONS:**

The drawings and specifications consisted of 265 pages defining the scope of work and conditions and 13 pages of scaled drawings applicable to complete the project. Standard project requirements call for the use of Federal Wage Rates for TX170279 06/09/2017 TX279 for Building Projects in Bell County, Texas.

The project Architect is Dana Hudson of Hudson Architecture, LLC of College Station, Texas.

## **PROJECT FUNDING SOURCE (Development and Application):**

City of Killeen Community Development Block Grant Program funding – FY 2016-17(account #228 0067 495.51-66) \$208,873.90. Additional costs for the project above the approved budget will be the responsibility of the Girl Scouts of Central Texas.

# **BID ANALYSIS**

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project  
#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

## **COMPETITIVE BIDDING PROCESS:**

The Invitation to Bid was placed on the City's purchasing web page via Demand Star, the Electronic State Business Daily, and six (6) Plans Rooms also received notice of the bid invitation on Aug 7, 2017.

The *Advertisement for Bids* was published August 6 and 13, 2017 in the Killeen Daily Herald. Questions and clarifications were due to the Purchasing Division, in writing, by 3:00 p.m., August 22, 2017. The bid closed at 2:00 pm August 30, 2017 and all sealed bids received at the Purchasing Division were taken to Killeen City Hall Council Chambers and opened and read aloud at 2:15 p.m.

A required pre-bid conference was conducted for this project at 10:00 a.m. August 16, 2017 in the Killeen City Hall Council Chambers with 15 contractor representatives attending. Prime contractors identified at this meeting included Pearson Construction of Waco, Cody Stanley Construction of Holland, A&L Sanchez Painting and Construction of Killeen, and K. Tillman Construction of Dallas. The remaining 9 attendees were subcontractors from the central Texas area.

Written requests for clarification and questions were received by the August 22, 3:00 p.m. due date – **Two (2) Addenda** were issued for this project. Addendum #1 provided answers to questions posed by interested bidders regarding accessing the drawings and specifications and the Architect/Engineer's project estimate. Addendum #2 provided answers to questions posed by interested bidders during the pre-bid meeting and via electronic transmission (email). The Addenda were posted on the Purchasing "City Bids" page; all known plan holders were sent - a copy of the addenda - via email.

## **BID PACKET REQUESTS:**

Bid packets were made available via the City's Purchasing web page (City Bids) with a printed set of the specifications, bid forms and conditions available at the Community Development Department Office located at 802 N. 2<sup>nd</sup> Street, Building E, Killeen Arts & Activities Center, Killeen, Texas - Monday through Friday, 8:00 a.m. until 5:00 p.m. The electronically formatted documents were also made available at the Electronic State Business Daily (ESBD); the Central Texas Chapter of Associated General Contractors (Centex AGC); AMTEK Information Services (Amtekusa); Dodge Data & Analytics, Construction Data Company (CDCnews); Construction Software Technologies, Inc. (iSqFt); Virtual Builders Exchange, LLC (BXTX); and ConstructConnect™, Onvia /DemandStar and IonWave E-bid. All plan sets and bid packets were available at no charge.

The following is a list of known plan holders for this bid:



# BID ANALYSIS

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project  
#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

## Plan Holder List

GIRL SCOUTS OF CENTRAL TEXAS-KILLEEN SERVICE CENTER REHABILITATION PROJECT

#16.03/B-16-MC-48-0020 BIDS DUE: AUGUST 30, 2017 at 2:00 P.M.

Mandatory Pre-Bid Meeting: August 16, 2017, 10:00 AM Killeen City Council Chambers 101 N. College Street, Killeen, TX 76541

**BID PACKET REQUESTS:**

Estimate packets available via email from the City of Killeen Community Development Division Office located at 802 N. 2<sup>nd</sup> Street, Building E, Killeen, Texas, Monday through Friday, 8:00 a.m. until 5:00 p.m. beginning August 7, 2017. The bid packets are available at NO CHARGE to interested contractors and plans rooms.

The following is a complete list of those contractor businesses and individuals that obtained a bid packet:

Date	Contact Person	Company Name and Address	Phone Number	E-Mail Address	Plan Room/ Gen Cont./ Sub Cont.
8-7-17	Ginger Ritchison Elaine Hobbs Centex AGC	Centex AGC Waco, TX	254-772-5400	<a href="mailto:ginger@centexagc.org">ginger@centexagc.org</a> <a href="mailto:plans@centexagc.org">plans@centexagc.org</a>	PR
8-7-17	Heather Hope	Virtual Builders Exchg, LLC San Antonio, TX	210-564-6900 X133	<a href="mailto:heather@virtualbx.com">heather@virtualbx.com</a>	PR
8-7-17	Amy Dubin	CMD-Construction Data Mgt Norcross, GA	630-288-8137	<a href="mailto:amy.dubin@reedbusiness.com">amy.dubin@reedbusiness.com</a>	PR
8-7-17	John Rugh	Amtek USA Austin, TX	512-323-0508	<a href="mailto:john@amtekusa.com">john@amtekusa.com</a>	PR
8-7-17	Leticia Crowden	Dodge Data Analytics Arlington, TX	817-527-5244	<a href="mailto:leticia.crowden@construction.com">leticia.crowden@construction.com</a>	PR

Page 1 of 5

## Plan Holder List

GIRL SCOUTS OF CENTRAL TEXAS-KILLEEN SERVICE CENTER REHABILITATION PROJECT

#16.03/B-16-MC-48-0020 BIDS DUE: AUGUST 30, 2017 at 2:00 P.M.

Mandatory Pre-Bid Meeting: August 16, 2017, 10:00 AM Killeen City Council Chambers 101 N. College Street, Killeen, TX 76541

Date	Contact Person	Company Name and Address	Phone Number	E-Mail Address	Plan Room/ Gen Cont./ Sub Cont.
8-8-17	Lesley Greer	A&L Sanchez Painting and Construction, Inc. Killeen, TX	254-213-1197	<a href="mailto:lgreer@a-sanchezpainting.com">lgreer@a-sanchezpainting.com</a>	Gen Cont.
8-8-17	Cameron Kendrick	Pearson Construction, Inc. Waco, TX	254-772-2737	<a href="mailto:cameron@pci-gc.com">cameron@pci-gc.com</a>	Gen Cont.
8-8-17	Toni Lawson	Dodge Data & Analytics	281-460-5730	<a href="mailto:tonilawson@construction.com">tonilawson@construction.com</a>	PR
8-15-17	Yakira Braden	K. Tillman Construction LLC Dallas TX 75219	773-771-4166	<a href="mailto:yakira@ktillmanconstruction.com">yakira@ktillmanconstruction.com</a>	Gen Cont
8-15-17		RM Rodriguez			

As of 8-11-17 5:00 pm

Page 2 of 5

# BID ANALYSIS

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project**  
**#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

## Plan Holder List

GIRL SCOUTS OF CENTRAL TEXAS-KILLEEN SERVICE CENTER REHABILITATION PROJECT

#16.03/B-16-MC-48-0020 BIDS DUE: AUGUST 30, 2017 at 2:00 P.M.

Mandatory Pre-Bid Meeting: August 16, 2017, 10:00 AM Killeen City Council Chambers 101 N. College Street, Killeen, TX 76541

Date	Contact Person	Company Name and Address	Phone Number	E-Mail Address	Plan Room/ Gen Cont./ Sub Cont.
8-16-17	Paul Beard	Seneca Mechanical Harker Heights, TX	254-213-9605	<a href="mailto:pbeard@seneca-mechanical.com">pbeard@seneca-mechanical.com</a>	Sub
8-16-17	Cody Stanley	Cody Stanley Construction Holland, TX	254-721-2015	<a href="mailto:stanleys.construction@gmail.com">stanleys.construction@gmail.com</a>	Gen Cont
8-16-17	Mike Rogers	Killeen Glass & Mirror, Inc Killeen, TX	254-526-4157	<a href="mailto:mrogers@killeenglass.com">mrogers@killeenglass.com</a>	Sub
8-16-17	Jason Miller	Lone Star Grading & Materials, LLC	254-947-0149	<a href="mailto:jason.miller@lonestargrading.com">jason.miller@lonestargrading.com</a>	Sub
8-16-17	Derek Green	Wessels Construction, LLC Green's Flooring	254-423-3475	<a href="mailto:greenderek72@yahoo.com">greenderek72@yahoo.com</a>	Sub

Page 4 of 5

## Plan Holder List

GIRL SCOUTS OF CENTRAL TEXAS-KILLEEN SERVICE CENTER REHABILITATION PROJECT

#16.03/B-16-MC-48-0020 BIDS DUE: AUGUST 30, 2017 at 2:00 P.M.

Mandatory Pre-Bid Meeting: August 16, 2017, 10:00 AM Killeen City Council Chambers 101 N. College Street, Killeen, TX 76541

Date	Contact Person	Company Name and Address	Phone Number	E-Mail Address	Plan Room/ Gen Cont./ Sub Cont.
8-16-17	Lesley Greer	A-L Sanchez Painting & Construction Killeen, TX	254-213-1197	<a href="mailto:lgreer@a-sanchezpainting.com">lgreer@a-sanchezpainting.com</a>	Gen Cont
8-16-17	Yakira Braden	K. Tillman Construction, LLC Dallas, TX	832-622-3160	<a href="mailto:yakira@ktillmanconstruction.com">yakira@ktillmanconstruction.com</a>	Gen. Cont.
8-16-17	Joe Samford	CF Supply, Inc. Waco, TX	254-757-1245 254-749-0370	<a href="mailto:joe@cfsupplyinc.com">joe@cfsupplyinc.com</a>	Sub
8-16-17	Blake Wessels	Wessels Construction, LLC	254-371-4002	<a href="mailto:bwessels@yahoo.com">bwessels@yahoo.com</a>	Sub
<p><b>As of 8-16-17 5:00 pm</b></p> <p><b>As of 8-17-17 4:00 pm</b>  <b>Updates and corrected information in RED</b></p>					

Page 5 of 5

# BID ANALYSIS

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project**  
**#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

BIDDER QUALIFICATION SUMMARY: Each bidder is required by federal regulation, to be certified through the Community Development Department formal Certified Contractor Application Process (CCAP).


(2) prime contractor plan holders were previously certified through the Community Development Department – A&L Sanchez Paining and Construction and Cody Stanley Construction.

**BID CLOSING/OPENING:**

Sealed bids were received by the Purchasing Division by August 30, 2017, 2:00 pm bid closing date and time, which were then opened at 2:15 p.m. at Killeen City Hall Council Chambers.

Attendees at the bid opening included: Dana Hudson, Hudson Architecture, LLC, Jimmy Rodriquez, A&L Sanchez Painting & Construction, Randy Jimenez, Purchasing Manager and Cinda Hayward, CD Programs Manager – both of the City of Killeen.

The bid tabulation is as follows:

BID/PROPOSAL TABULATION				
BID #17-16 GIRL SCOUTS OF CENTRAL TEXAS KILLEEN SERVICE CENTER REHAB PROJECT				
#16.03-B-16-MC-48-0020		BIDS DUE: AUGUST 30, 2017 2:15 PM		
Contractor's Submitting Bids/Proposals				
	A&L Sanchez Painting & Construction Inc. <i>W. Killeen</i>			
DESCRIPTION				
improvements including remodeling of existing CMU facility, ADA restrooms, plumbing, electrical, HVAC, windows, roof, masonry patching, demolition of asphalt parking and installation of concrete improvements to include sidewalk	445,835 <sup>00</sup>			
BASE BID AMOUNT				
ADD Alternate #1 Bid Amount	\$ 9,198 <sup>00</sup>			
ADD Alternate #2 Bid Amount	\$ 34,690 <sup>00</sup>			
Add Alternate #3 Bid Amount	\$ 63,037 <sup>00</sup>			
Add Alternate #4 Bid Amount	\$ 50,565 <sup>00</sup>			
TOTAL AMOUNT BID Base Bid and Alternates	\$ 603,325 <sup>00</sup>			
Addendum #1 <small>*✓ indicates attached and executed</small>	✓			
Addendum #2 <small>*✓ indicates attached and executed</small>	✓			
Bid Bond <small>*✓ indicates attached and executed</small>	✓			
KCDD Contractor Certification Application <small>*✓ indicates attached</small>				

# BID ANALYSIS

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project**  
**#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

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BID/PROPOSAL TABULATION

**BID #17-16 GIRL SCOUTS OF CENTRAL TEXAS KILLEEN SERVICE CENTER REHAB PROJECT**  
#16.03-B-16-MC-48-0020 BIDS DUE: AUGUST 30, 2017 2:15 PM

Bids Opened by: *Clifford CD Program Mgr* Date: 8/30/17  
*Name and Position*

Witnessed by: *Randy Jimenez* Date: 30 AUG 17  
*Name and Position*

Reviewed by: *[Signature]* Date: 8/31/2017  
*Name and Position*

*Final  
Out 8/31/17*

Initials *CA*

page 2 of 2

The following bid was received for the project:

A&L Sanchez Painting and Construction - \$603,325.00 which includes \$445,835.00 for the base bid, plus Additional Alternates #1-\$9,198.00, plus #2-\$34,690.00, plus #3-\$63,037.00, plus #4 - 50,565.00.

## **BID ANALYSIS**

**BID NO. 17-16 – Girl Scouts of Central Texas Killeen Service Center Rehabilitation Project  
#16.03/B-16-MC-48-0020 OPENING: AUGUST 30, 2017 2:00 PM**

### **CONCLUSION:**

The total amount bid exceeds the available project budget.

**Staff recommends City Council reject the bid submitted for #17-16.**

Bids reviewed by: Randy Jimenez, Purchasing Manager, Cinda Hayward, CD Program Manager; Celeste Sierra, CD Specialist.

Prepared by: Cinda Hayward, CD Programs Manager, Community Development Department

Charmaine Smith-Winters  
Board Chair

Trish Coy  
Vice Chair

Lisa Reifsnider  
Secretary

Paul Pulley  
Treasurer

**Members-at-Large:**

Shelley Clifford Brophy  
Colette Pierce Burnette, Ed.D.  
Karen Butler-Purry, Ph.D.  
Suzanne Copeland  
John Craddock  
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Whitney Hammett-Pirkle  
Laura Hernandez  
Pauline Lewis  
Suzi Marshall  
Alison Meador  
Leslie Midgley  
Nicole Schwartz Nett  
Rina Patel  
Lauren Peters  
Kathy Rapp  
Cynthia Rhodes-Patterson  
Mischa Scales, Ph.D.  
Mary Kennedy Thompson

Lynelle McKay  
CEO

**Advisory Board**

Beverly Dale  
Carole Keeton  
Mary Scott Nabers  
Curtis Page  
Jare Smith

**Council Headquarters**  
Kodosky Service Center  
12012 Park 35 Circle  
Austin, TX 78753  
(800) 733-0011  
www.gsctx.org

September 11, 2017

TO: Leslie Hinkle  
Executive Director  
Killeen Community Development  
City of Killeen  
802 North 2nd Street, Building E  
Killeen, Texas 76541

RE: GSCTX allocation of FY2016-17 CDBG funding

Dear Ms. Hinkle,

After the recent bidding results for the Girl Scouts of Central Texas (GSCTX) Killeen Service Center Rehabilitation Project and the uncertainty of contractor and construction material prices due to the devastating destruction of Hurricane Harvey in Texas, we have concluded that this is not the right time for GSCTX to use these public funds. One of the tenets of the Girl Scout Law is to use resources wisely, and due to these market conditions, we do not believe we would be doing so if we were to proceed. Understandably, we have all invested many hours in getting to this point to be ready to kick-off our project for our Killeen girls and the service center.

At this time, we have decided to return the allocation of FY2016-17 CDBG funding and request, effective the date of this letter, the Subrecipient Agreement between GSCTX and the City of Killeen be terminated.

While Girl Scouts have invested significant dollars into the architectural and abatement pre-work, we are cognizant of the impact of this agreement termination to the City and its budget. To that end, GSCTX will reimburse the City \$374.10 for the costs of advertising our project bid.

We are so grateful to the City of Killeen for your support and guidance throughout this grant process. In the coming months we will work with our members to make smaller improvements to enhance our service center as best we can. Longer term, we will re-evaluate the project priorities and funding, and may attempt, with the right market conditions, a similar application in the future.

Sincerely,

  
Lynelle McKay  
Girl Scouts of Central Texas  
CEO

Handwritten text, possibly a signature or date, located in the lower right quadrant of the page.



**GIRL SCOUTS OF CENTRAL TEXAS**

12012 PARK THIRTY-FIVE CIRCLE  
AUSTIN, TEXAS 78753  
(512) 453-7391 (800) 733-0011

243315

**WELLS FARGO BANK, N.A.**  
37-65/1119

\*\*\*\*Three Hundred Seventy Four and 10/100 Dollars

DATE

AMOUNT

9/15/2017

\$374.10

PAY TO THE ORDER OF  
CITY OF KILLEEN  
802 N 2ND STREET, BLDG E  
ATTN: CINDA HAYWARD  
KILLEEN, TX 76541

VOID AFTER 180 DAYS

*Lynelle McKey*  
*Greg Patton*  
AUTHORIZED SIGNATURE

⑈ 243315⑈ ⑆ 111900659⑆ 0612906677⑈

**GIRL SCOUTS OF CENTRAL TEXAS**

243315

Payee CITY OF KILLEEN  
Vendor ID CITYOFKILLEEN

Account #:

9/15/2017

Invoice	Description	Amount
091117	REIMBURSEMENT OF CDBG BID ADVERTISING FEE	\$374.10

Total : \$374.10





DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
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RS-52 (Rev. A)



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# GIRL SCOUTS OF CENTRAL TEXAS REJECT BID #17-16

RS-17-110

October 17, 2017

# Background & Findings

- ❑ Girl Scouts of Central Texas received FY2016-17 CDBG grant for rehabilitation of Killeen Service Center
- ❑ Acquiring architectural services delayed the bidding & procurement process
- ❑ Bidding took place in August 2017 resulting in 1 bid received
- ❑ Bid exceeded available budget by 2x the amount for the project

# Bid Analysis

- GSTX Architect's reasonable cost estimate for project base bid was \$205,000
- Reasonable cost created under favorable conditions - prior to hurricane disasters on Texas Gulf Coast and other areas
- Single bid received with total for base bid \$445,835

# Summary

- ❑ Reject bid received for GSCTX Killeen Service Center Rehabilitation project
- ❑ Girl Scouts to relinquish CDBG funding
- ❑ Accept returned funds and reprogram for next fiscal year – FY18-19 or consider mid-year reallocation of CDBG funding to public facility & improvement type projects.
- ❑ Staff recommendation –mid year allocation



# City of Killeen

## Legislation Details

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**File #:** RS-17-111    **Version:** 1    **Name:** Parks and Public Grounds Mower Lease  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/15/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing a lease agreement with Professional Turf Products, L.P./PNC Finance for parks, athletic fields, and greenbelt mowers for Parks and Public Grounds via the BuyBoard.  
**Sponsors:** Community Services Department, Killeen Parks & Recreation  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Quote](#)  
[Lease Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

**FROM:** Brett Williams, Executive Director of Community Services

**SUBJECT:** Lease agreement for Parks and Public Grounds mowing equipment

### **BACKGROUND AND FINDINGS:**

Parks and Public Grounds provides daily maintenance of public parks and greenbelts. The maintenance of turf grass is done utilizing specialized equipment. Mowing routines associated with turf grass subject this equipment to excessive usage. Parks and Public Grounds mowers are utilized in more than 3,100 hours per year. Due to the high amount of usage placed on these specialized pieces of equipment, they are subject to maintenance issues at a greater frequency than typical mowing equipment.

Parks and Public Grounds staff identified cost savings related to maintenance by changing the approach taken to procure mowing equipment. The change involved leasing mowing equipment as opposed to the traditional method of procurement via outright purchase. This change in approach results in staff having access to modern, up-to-date equipment that is covered via warranty for the duration of the lease. In addition, the lease option allows the financial burden to be distributed over three years. The proposed lease option features three riding mowers and one walk behind mower. The annual lease amount is \$14,711.76.

### **THE ALTERNATIVES CONSIDERED:**

Staff could utilize the outright purchase method to procure mowing equipment. The outright purchase approach would result in a fiscal impact of \$54,079.24 for the current fiscal year. The City would own the equipment and would have a warranty for three years. The FY17-18 budget features funding in the amount of \$14,711.76 for mowing equipment. This method would require a budget increase for parks and public grounds in the amount of \$39,367.

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

Staff is recommending that the City utilize the lease method to procure mowing equipment for Parks and Public Grounds via the BuyBoard. The BuyBoard provides municipalities with goods at pricing that has been vetted among various product providers in the industry and is accepted as fair value. The lease method allows the City to spread the financial burden over the duration of the agreement. This method also allows for Parks and Public Grounds staff to have access to modern, up-to-date equipment that is covered via a maintenance warranty for the duration of the lease. The lease method also allows staff the flexibility to change the various pieces of equipment at the conclusion of the agreement due to altered maintenance needs and

technological advances within the mowing profession. In addition, the City has an option to buy the equipment if they no longer desire to continue on the lease program.

If staff utilized the outright purchase method, there would be no options to change / upgrade equipment every three years. Purchasing mowing equipment via an outright purchase often results in the City having a surplus of underperforming / malfunctioning equipment that has no value. The lease approach ensures equipment remains up to date and functioning for the duration of its existence in the City's inventory.

**CONFORMITY TO CITY POLICY:**

The City's Purchasing Policy allows departments / divisions to utilize the BuyBoard to make qualifying purchases.

**FINANCIAL IMPACT:**

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

The fiscal impact for FY17-18 is \$14,711.76.

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

The City will incur monthly payments in the amount of \$1,225.98 for 36 months.

**Is this expenditure budgeted?**

Yes. Funds in the amount of \$14,711.76 are available in account 010-3025-425.44-10 (Parks and Public Grounds Lease/Rental) for the leasing of mowing equipment for Parks and Public Grounds.

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

N/A

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

Yes.

**RECOMMENDATION:**

Staff recommends City Council authorizes the City Manager to execute a contract with Professional Turf Products, L.P. / PNC Equipment Finance for the lease of mowing equipment for Parks and Public Grounds in the amount of \$44,135.00, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.



**DEPARTMENTAL CLEARANCES:**

City Attorney  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Quote  
Lease Agreement  
Certificate of Interested Parties



Professional Turf Products, L.P.  
 9468 Selma Parkway  
 Selma, Texas 78154  
 Chuck Watson  
 (210) 313-9076  
 watsonc@proturf.com



Ship To	City Of Killeen - Parks & Rec		Date	9/18/2017
Quotation	BUYBOARD (CONTRACT # 529-17)		Tax Rate	0.00000
Contact	Pete Vento			2.00%
Address	1700 E. Stan Schuelter Loop		Trade-In	\$0.00
City	Killeen, TX		Finance	PNC Equipment Finance
State	TX	Comments:	Account Type	Contract
Postal Code	76541	2215125 (8-2-2017)		
Phone	254-702-2727			
Fax	pvento@killeentexas.gov			

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**Finance Proposal (Includes Destination)**

Qty	Model #	Description	36 Month	Selling Price
1	03170	Reelmaster 3100-D - 21.5 hp diesel		
3	03189	27 IN 8 Blade (RR) Radial Reel EdgeSeries		
1	03244	RM 3100 End Weight Kit (3)		
1	03172	RM3100 27" Lift Arm Kit		
1	119-0635	DPA ROLLER TIPPER KIT		
1	30053	MVP FILTER KIT-RM3100D (2008- )		
1	131-6691	SEAT COVER, LARGE		
1	C480	Toro Protection Plus Comprehensive - 36 months or 2,700 hours whichever occurs first		
		<b>Toro RM3100</b>	<b>\$ 714.36</b>	<b>\$ 31,511.12</b>
2	74945	26.5 HP Kohler CP EFI w/ 72" TURBO FORCE Rear Discharge Deck		
		<b>Toro LCE 74945</b>	<b>\$ 446.00</b>	<b>\$ 19,673.56</b>
1	39634	Toro 14.5 HP Kawasaki FS w/ 36" TURBO FORCE Fixed Deck		
			<b>\$ 65.62</b>	<b>\$ 2,894.56</b>

FMV\_600

FMV\_600

FMV\_600

Monthly Payments (FMV)	\$ 1,225.98
Monthly Payments (CSC)	\$ -
Tax (Estimated)	\$ -
<b>TOTAL</b>	<b>\$ 1,225.98</b>

**Comments:**

For all New Equipment, Demo units may be available for up to 20% savings.  
 For all New Equipment, Refurbished units may be available for up to 40% savings.

**Terms & Conditions:**

- Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- Pricing, including finance options, valid for 30 days from time of quotation.
- After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
  - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been

**Returns Policy:**

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.

5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.  
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

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

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



August 31, 2017

**Lease Number 207625000**

City Of Killeen (TX)  
1700 E Stan Schuelter Loop  
Killeen, TX 76541

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.  
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.  
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**  
Schedule of Payments – Please sign and provide the title of the signor, if applicable.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Customer Information Form – Please complete and return.
- Notification of Tax Treatment – Please complete and return.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for First Payment & Documentation Fee – Please send your check in the amount of \$1,475.98, made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Tiffany Turner, 995 Dalton Avenue, Cincinnati, OH 45203.

**PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.**

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by September 30, 2017.

If you have any questions please contact Tiffany Turner at 513-455-9321 or Jordan Furnish at 513-455-9465

Sincerely,

Jordan Furnish  
Documentation Specialist

# Lease Agreement

Dated as of August 31, 2017Lease Number **207625000**

Lessor: PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME  
City Of Killeen (TX)  
1700 E Stan Schuelter Loop  
Killeen, TX 76541

FEDERAL TAX ID  
74-6001504

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 36 months, with Rent payments due in Advance;  monthly;  quarterly;  semi-annual;  annually; each in the amount of \$1,225.98 beginning \_\_\_\_\_

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it

- eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
  9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
  10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
  11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
  12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
  13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
  14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
  15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
  16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
  17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized,

- executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
  19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
  20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
  21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
  22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
  23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
  24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
  25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.  
As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
  26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
  27. **WAIYERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or

revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

**28. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

City Of Killeen (TX)  
("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

X  
Authorized Signature

X  
Authorized Signature

Print Name

Print Name

Title:

Title:

Date  
1700 E Stan Schuelter Loop  
Killeen, TX 76541

995 Dalton Ave.  
Cincinnati, OH 45203

**OPINION OF COUNSEL**

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Texas.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Law firm: \_\_\_\_\_



# CERTIFICATE OF ACCEPTANCE

Lease Number 207625000

Quantity	Description	Serial No.
1	Toro Reelmaster 3100-D - 21.52 hp diesel	
2	Toro 26.5 HP Kohler CP EFI w/72" Turbo Force Rear Discharge Deck	
1	Toro 14.5 HP Kawasaki FS w/ 36" Turbo Force Fixed Deck	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.  
**Equipment is located at: 810 Conder Street, Killeen, TX 76541**

or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of \_\_\_\_\_, 20\_\_ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

City Of Killeen (TX)  
("Lessee")

**X**

Authorized Signature

Print Name

Title:

Date

1700 E Stan Schuelter Loop

Killeen, TX 76541

**RESOLUTION AND CERTIFICATE OF INCUMBENCY**  
**Lease Number 207625000**

Lessee: City Of Killeen (TX)

Amount: \$44,135.28

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

**SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY**

Name	Title	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City Of Killeen (TX)

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_



995 Dalton Avenue  
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference  
Page No. 1  
INVOICE #207625000  
Customer #1117354

INVOICE DATE  
8/31/2017

DUE DATE  
Upon Receipt

Bill To:  
City Of Killeen (TX)  
1700 E Stan Schuelter Loop  
Killeen, TX 76541

Remit To:  
PNC Equipment Finance, LLC  
Attn: Jordan Furnish  
995 Dalton Avenue  
Cincinnati, OH 45203

### INVOICE

Lease No. 207625000

**Initial Charges:**

Monthly Rent - 1<sup>st</sup> Month \$1,225.98

Sales Tax – Please submit Exemption Certificate. Exempt

**Initiation Fees:**

Documentation Fee \$250.00

**PAY THIS AMOUNT \$1,475.98**

**AMENDMENT TO LEASE AGREEMENT**

This Amendment (“**Amendment**”), dated and effective as of the 31st day of August, 2017, is to that certain Lease Agreement dated August 31, 2017 (the “**Lease**”) between City Of Killeen (TX) , with its principal place of business at 1700 E Stan Schuelter Loop , Killeen, TX 76541 (“**Lessee**”), and PNC Equipment Finance, LLC, with an address at 995 Dalton Avenue, Cincinnati, OH 45203 (“**Lessor**”).

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

**RETURN OF EQUIPMENT.** The first sentence in Section 16 titled “Return of Equipment” is deleted and replaced with the following: *“If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) within the State of Texas and aboard any carrier(s) Lessor may designate.”*

**VERIFICATION OF VENDOR.** The following language is being added to the Lease Agreement as Section 29 titled “Verification of Vendor”: *“Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.”*

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

**CITY OF KILLEEN (TX)**

**PNC EQUIPMENT FINANCE, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Lease #207625000**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name: City Of Killeen (TX) invoices should be directed to:		Federal Tax ID Number: 74-6001504	
Address:	Attention:	City:	State:
			Zip:

**Preferred Method of Payment: (Please check)**

Monthly Invoice (Mail)

Invoices should be directed to:	Attention:
Address:	City:

Monthly Invoice (Email)

Billing Contact:	Email:
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**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

**I hereby attest the above information is accurate.**

Signature X	Date
----------------	------

Email:

August 31, 2017

City Of Killeen (TX)  
1700 E Stan Schuelter Loop  
Killeen, TX 76541

RE: Lease Number 207625000 ("Lease Agreement")

Please complete this form and return it to PNC Equipment Finance, LLC along with a copy of your Certificate of Insurance and Insurance Binder, naming PNC Equipment Finance, LLC as lender loss payee and additional insured, as evidence that you have obtained the necessary insurance as required by your Lease Agreement.

As part of the Lease Agreement, you have agreed to keep in effect an "All Risk (or broad form of)" extended coverage property insurance policy covering the equipment for its full replacement value. You are also required to carry a comprehensive general liability insurance policy or other similar form of third party liability coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate limits. The property insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as sole Lender Loss Payee and the general liability insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as an Additional Insured. In addition, such policies shall have a provision stating that the policy cannot be changed or cancelled without 30 days' prior written notice to PNC Equipment Finance, LLC.

If you fail to obtain insurance or provide evidence thereof to us, you agree that we may, but shall not be obligated to, obtain such insurance on your behalf and charge you for all costs and expenses associated therewith. Without limiting the foregoing, you specifically agree that if we obtain insurance on your behalf, you will be required to pay a monthly insurance charge. The monthly insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine your equipment rental amount), billing and tracking fees, administrative expenses and other related fees. We shall receive a portion of the insurance charges, which may include a profit from such finance, billing, tracking, administrative and other charges.

Please provide the pertinent policy information below in addition to sending PNC Equipment Finance, LLC, copies of the appropriate insurance documents requested above. Thank you for your assistance in this matter.

**Please complete all of the information below.**

**Insurance Agent Information**

Name:	Insurance Carrier:
Address:	Policy Number:
Phone Number:	Effective Date:
Fax Number:	Expiration Date:

Lessee: City Of Killeen (TX)

Signature:  
X

Print Name:

Title:

Date:

**Please return this form to:**  
**PNC Equipment Finance, LLC**  
995 Dalton Avenue  
Cincinnati, OH 45203

Attn: \_\_\_\_\_

•OR•

Fax: \_\_\_\_\_

## Notification of Tax Treatment

**PNC Equipment Finance, LLC** a Delaware limited liability company ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

### Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits
- Outside city limits
- Unincorporated area

### Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State \_\_\_\_\_  
Taxing District \_\_\_\_\_

Additional comments:

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Lease Number 207625000

Lessee: City Of Killeen (TX)

Signature:

X

Print Name:

Title:

Date:

**PLEASE COMPLETE AND SIGN FORM**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 3

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.**  
PNC Equipment Finance, LLC  
Cincinnati, OH United States

**Certificate Number:**  
2017-255608

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

**Date Filed:**  
08/30/2017

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
207625000  
Toro Turf Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Demchak, William S.	Pittsburgh, PA United States	X	
	Feldstein, Andrew T.	Pittsburgh, PA United States	X	
	Hesse, Daniel R.	Pittsburgh, PA United States	X	
	James, Kay Coles	Pittsburgh, PA United States	X	
	Kelson, Richard B.	Pittsburgh, PA United States	X	
	Massaro, Anthony A.	Pittsburgh, PA United States	X	
	Pepper, Jane G.	Pittsburg, PA United States	X	
	Shepard, Donald J.	Pittsburgh, PA United States	X	
	Steffes, Lorene K.	Pittsburgh, PA United States	X	
	Strigl, Dennis F.	Pittsburgh, PA United States	X	
	Usher, Thomas J.	Pittsburgh, PA United States	X	
	Ward, Michael J.	Pittsburgh, PA United States	X	
	Wasson, Gregory D.	Pittsburgh, PA United States	X	
	PNC Bank, NA	Pittsburgh, PA United States	X	
	Schaffer (employee), Doug	Pittsburgh, PA United States		X
	Bunch, Charles E.	Pittsburgh, PA United States	X	
	Chellgren, Paul W.	Pittsburgh, PA United States	X	
	Cheshire, Marjorie	Pittsburgh, PA United States	X	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 3

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-255608

Date Filed:  
08/30/2017

Date Acknowledged:

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

PNC Equipment Finance, LLC  
Cincinnati, OH United States

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

City of Killeen (TX)

**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.**

207625000  
Toro Turf Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dougherty (employee), Richard	Pittsburgh, PA United States		X
	Slusarczyk (employee), Sandra	Cincinnati, OH United States		X
	Burskey (counsel), Vincent	Pittsburgh, PA United States		X
	Thinnes (employee), David	Cincinnati, OH United States		X
	Hoferer (employee), Dawn	Cincinnati, OH United States		X
	Williams (employee), Molly	Cincinnati, OH United States		X
	Goldschmidt (employee), Taryn	Cincinnati, OH United States		X
	Gibbs (employee), Michelle	Cincinnati, OH United States		X
	Sandusky (employee), Beth	Cincinnati, OH United States		X
	Furnish (employee), Jordan	Cincinnati, OH United States		X
	Sparks (employee), Tracy	Cincinnati, OH United States		X

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

3 of 3

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2017-255608

Date Filed:  
 08/30/2017

Date Acknowledged:

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

PNC Equipment Finance, LLC  
 Cincinnati, OH United States

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

City of Killeen (TX)

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.

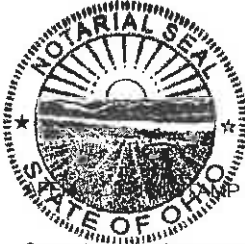
207625000  
 Toro Turf Equipment

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.



Tiffany M. Turner  
 Notary Public, State of Ohio  
 My Commission Expires 09-20-2020

*Michelle Gibbs*  
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michelle Gibbs, this the 30th day of August 2017, to certify which, witness my hand and seal of office.

*Tiffany M Turner*      Tiffany M Turner      Notary  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



# PARKS AND PUBLIC GROUNDS MOWER REPLACEMENT

RS-17-111

October 17, 2017

# Mission Essential Equipment

## □ **Mower Replacement**

- Current lease expired October 1, 2017
- Proposed 3 year equipment lease with Professional Turf Products
  - \$14,711.76 annual expenditure
  - \$44,135.00 total expenditure over the three year time period
- Pricing via BuyBoard
- FY17-18 budget includes approved funds in the amount of \$14,711.76

## □ **Benefits of Mower Replacement via lease method**

- Provides up-to-date warrantied equipment
- Provides increased efficiencies in mowing techniques
- Decreased down time related to equipment malfunction

# Public Perception

## □ **Parks and Public Grounds Overview**

- 927 total acres maintained

## □ **Municipal, Athletic & Recreation Complexes**

- Andy K. Wells Hike and Bike Trail (146 acres)
- Lions Club Park Hike and Bike Trail (79 acres)
- Community Center Complex
- Family Recreation Center & Senior Center
- City Hall, Arts & Activities Center, Civic & Conference Center
- Killeen Athletic Complex (7 fields)
- Lions Club Park Athletic Complex (13 fields)

# Reelmaster 3100-D



The Reelmaster has the power to climb and the power to cut through difficult mowing conditions

# HP Kawasaki & Z-Master 5000 Series



Steering easy to use and reduces fatigue. Mower provides a flat, crisp cut.

Delivers unsurpassed strength, a superior cut, and increased productivity





# City of Killeen

## Legislation Details

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**File #:** RS-17-112    **Version:** 1    **Name:** 2017 Stonetree Golf Club Cart Lease  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/19/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution awarding Bid No. 17-17 to E-Z-GO/TCF Equipment Finance for the lease of rental golf carts at Stonetree Golf Club.  
**Sponsors:** Community Services Department, Golf Course  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Bid Tab](#)  
[Lease Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		





## STAFF REPORT

**DATE:** October 17, 2017

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

**FROM:** Brett Williams, Executive Director of Community Services

**SUBJECT:** Lease agreement for Stonetree Golf Club Golf Carts

### **BACKGROUND AND FINDINGS:**

Stonetree Golf Club requires daily rental of golf carts to its customers. Annually, over 43,000 rounds of golf are played at the golf course. Stonetree also serves as the host venue for 45 tournaments annually. Stonetree Golf Club generates in excess of \$1,000,000 annually in revenue. Golf cart rentals account for \$170,000 in net revenue. Due to the volume of usage on the rental fleet by customers, the golf carts are subject to maintenance issues beyond the four-year mark in the life of the cart. Staff recommends the replacement of the golf cart fleet every four years to ensure that working golf carts are consistently available for Stonetree Golf Club customers.

Lease agreements provide the most cost effective method for Stonetree Golf Club to maintain a fully operational fleet; the lease method provides the course with a fleet that is covered via warranty. Leasing allows for the fiscal impact to be evenly distributed over the life of the possession of the golf carts. This method of procurement also coincides with the approved operating budget for the golf course. Community Services has already transitioned to the lease approach for all mowing equipment, fitness equipment, and golf carts. The lease method ensures that the high volume of usage placed on equipment within the department does not compromise the City's ability to provide quality service.

Staff has identified E-Z-GO / TCF Equipment Finance through the competitive bid process as an entity that can provide the golf course with 65 golf carts at the most competitive leasing price. The aforementioned entity can provide the golf carts at a monthly rate of \$3,769.35 for a period of 48 months. The total cost of the lease is valued at \$180,928.

### **THE ALTERNATIVES CONSIDERED:**

Staff could utilize the outright purchase method for procuring golf carts. The outright purchase of the 65 cart fleet as advertised would result in a fiscal impact of \$275,178 for the current fiscal year. The City would own the equipment and would have a limited warranty for four years. Staff would be required to submit a budget amendment in the amount of \$229,946 to compensate for the budget shortfall in the existing FY17-18 Budget.

Staff could purchase the existing fleet for the buy-out price of \$90,000. Staff would be required to submit a budget amendment in the amount \$45,000 to compensate for the shortfall in the

existing FY 17-18 Budget. Staff would also be required to make significant investments in the fleet related to batteries, tires, and various under carriage devices.

**Which alternative is recommended? Why?**

Staff is recommending that the City utilize the lease method to procure 65 golf carts for daily rental at Stonetree Golf Club. The City of Killeen Purchasing Department received two bids from Bid Invitation #17-17 that closed September 13, 2017, at 3:15 PM. The proposed lease is a municipal lease with a guaranteed buy back from the chosen vendor at the conclusion of the four-year term. The lease method does not adversely impact Stonetree Golf Club's FY17-18 budget. The \$41,462.85 is budgeted in the division's operating budget. The lease method results in savings of \$94,250 over the four-year period of the agreement when compared to the outright purchase price. This lease agreement allows Stonetree Golf Club to offer customers safe and reliable transportation while playing at the course.

If staff utilized the outright purchase method, the fiscal impact would require a budget amendment to increase Stonetree Golf Club's operating budget by \$229,946.

**CONFORMITY TO CITY POLICY:**

The City's Purchasing Policy allows departments / divisions to utilize the pricing received via Bid Invitation #17-17 that closed on September 13, 2017, at 3:15 PM.

**FINANCIAL IMPACT:**

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

The fiscal impact for FY17-18 is \$41,462.85. The fiscal impact for FY 18-19, FY19-20, and FY20-21 is \$45,232.20 each year respectively. The final payment will come in FY 21-22 at \$3,769.35.

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

The City will incur monthly payments in the amount of \$3,769.35 for 48 months.

**Is this expenditure budgeted?**

Yes. Funds in the amount of \$41,464.50 are available in account 010-3020-424.44-10 (Golf Course Equipment Lease/Rental) for the leasing of 65 golf carts for Stonetree Golf Club.

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

N/A

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

Yes.

**RECOMMENDATION:**

Staff recommends City Council authorizes the City Manager to execute a contract with E-Z-GO financed through TCF Equipment Finance for the lease of golf carts for Stonetree Golf Club in the amount of \$180,928.80 and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

City Attorney  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Tab  
Lease Agreement  
Certificate of Interested Parties

**BID TAB**  
**BID NO. 17-17 Golf Cart Lease**  
**OPENING: September 13, 2017 @ 3:15**



**City of Killeen**

<b>Vendor Name</b>	<b>Total Price</b>	<b>Lease Payments Per Month</b>	<b>Months</b>
<b>Yamaha</b>	\$253,911.45 \$4,550 additional W/Opt Windshield	\$3997.50 \$94.25 additional W/Opt Windshield	48
<b>EZ-GO Lithium</b>	\$430,105 \$5,772 additional W/Opt Windshield	\$5,001.75 \$96.20 additional W/Opt Windshield	60
<b>EZ-GO</b>	\$285,350 \$5,241.60 additional w/Opt Windshield	\$3,981.25 \$109.20 additional w/Opt Windshield	48
<b>EZ-GO Lithium w/Net Down for Trades</b>	\$414,310 \$5,772 additional W/Opt Windshield	Price not entered on bid form	60
<b>EZ-GO w/Net Down for Trades</b>	\$269,937 \$5,241.60 additional w/Opt Windshield	\$3,660.15 \$109.20 additional w/Opt Windshield	48

Bid 17-17 Golf Cart Lease  
Staff Ranking

Ranking	Vendor	Months	Monthly Lease Payment
3	Yamaha	48	\$4,091.75
2	EZ-GO TXT	48	\$4,090.45
4	EZ-GO Lithium	60	\$5,097.95
1	EZ-GO w/net down from trades (EZ-GO will buy our current fleet direct from Yamaha)	48	\$3,769.35
Incomplete Submission	EZ-GO Lithium w/net down for trades	60	Price not entered on bid form



City of Killeen, Texas  
1600 Airport Rd.  
Killeen, TX 76543

**RE: Governmental Lease-Purchase Agreement Number**

Dear Sir or Madam:

Thank you for choosing TCF Equipment Finance, a division of TCF National Bank for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact **Nicholas Lauver at (319) 226-1779** for assistance.

<u>Document</u>	<u>Action Required</u>
• Governmental Lease-Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Attachment 1 - Lease Payment Schedule	Authorized Signature of Lessee
• Attachment 2 - Equipment Description	Authorized Signature of Lessee
• Attachment 3 - Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Attachment 4 - Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• Lessee Fact Sheet	Please provide the requested information
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable
➤ <b><u>Other Items Needed From Lessee:</u></b>	- Lessee's Sales Tax Exemption Certificate - Initial Payment (if applicable) as Indicated on Invoice



**Amendment to Contract**

<b>Date: October 6, 2017</b>
The "Contract": <b>Lease Number 008-0185329-300 Dated September 20, 2017</b>
"Lessee"
<b>City of Killeen, Texas, 1600 Airport Rd., Killeen, TX 76543</b>
"Lessor"
<b>TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926</b>

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract. Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

**Section 5. NON APPROPRIATION.** Sentence 4 has been deleted in its entirety and replaced with the following:

"If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the authorized EZGO dealer specified by US within 150 miles of customer's location."

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank

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

Operations - T.C.

Lessee: City of Killeen, Texas

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

Ronald L. Olson, City Manager



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300 DATED AS OF September 20, 2017  
(TAX-EXEMPT)**

<b>LESSOR</b>	Name <b>TCF Equipment Finance, a division of TCF National Bank</b>		Email: <b>customerservice@financediv.com</b>	
	Address <b>1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926</b>		Fax Number: <b>319-833-4577</b>	
<b>LESSEE</b>	Full Legal Name <b>City of Killeen, Texas</b>		Email: Fax:	
	Primary Address <b>1600 Airport Rd., Killeen, TX 76543</b>		Fiscal Year End: <b>September</b>	FEIN: <b>74-6001504</b>
<b>LEASE PAYMENT INFORMATION</b>	Principal Portion: <b>\$250,320.85</b>	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>		
	Interest Rate: <b>3.50%</b>	Payment Frequency:  <b>Monthly</b>		
	Maximum Lease Term:  <b>49 Months</b>			
<b>BANK QUALIFIED</b>	This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.			

**TERMS AND CONDITIONS**

Please read this Governmental Lease-Purchase Agreement No. 008-0185329-300 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

- LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.
- TERM:** This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**
- LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from the due date.
- CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.
- NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.
- WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	<b>LESSOR SIGNATURE</b>	Name of Lessor <b>TCF Equipment Finance, a division of TCF National Bank</b>
	<u>City of Killeen, Texas</u> Legal Name of Lessee		By _____ Signature
	By _____ Signature		Print Name and Title _____
	Print Name and Title _____		<u>008-0185329-300</u> Lease Number

<b>CERTIFICATE OF CLERK OR SECRETARY</b>	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.
	Signature: _____ Title: _____  <b>THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.</b>



**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

**10. ASSIGNMENT.** YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

**12. INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

**13. TAXES.** YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

**20. UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease. If YOU fail to file the necessary informational returns on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file. If it is determined that any of the interest may not be excluded from gross income, YOU agree to pay to US an additional amount determined by US for the loss of such excludability.

**22. BANK QUALIFICATION.** If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease will be governed and construed in accordance with federal law, and to the extent not preempted by federal law, the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

**25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION.** This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes, including the filing of any claim, action or suit in the appropriate court of law. There shall be only one original counterpart of this Lease and it shall bear OUR original signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR original signature.

**26. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

**ATTACHMENT 1 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300 DATED AS OF September 20, 2017**

**LEASE PAYMENT SCHEDULE**

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: City of Killeen, Texas

COMMENCEMENT DATE\*: \_\_\_\_\_

INTEREST RATE: 3.50%

PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month after the Commencement Date, and subsequent Lease Payments shall be due monthly on the same day of each month thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
				250,320.85
1	3,769.35	730.11	3,039.24	247,281.61
2	3,769.35	721.25	3,048.10	244,233.51
3	3,769.35	712.36	3,056.99	241,176.52
4	3,769.35	703.44	3,065.91	238,110.61
5	3,769.35	694.50	3,074.85	235,035.76
6	3,769.35	685.53	3,083.82	231,951.94
7	3,769.35	676.53	3,092.82	228,859.12
8	3,769.35	667.51	3,101.84	225,757.28
9	3,769.35	658.47	3,110.88	222,646.40
10	3,769.35	649.39	3,119.96	219,526.44
11	3,769.35	640.29	3,129.06	216,397.38
12	3,769.35	631.17	3,138.18	213,259.20
13	3,769.35	622.01	3,147.34	210,111.86
14	3,769.35	612.83	3,156.52	206,955.34
15	3,769.35	603.63	3,165.72	203,789.62
16	3,769.35	594.39	3,174.96	200,614.66
17	3,769.35	585.13	3,184.22	197,430.44
18	3,769.35	575.85	3,193.50	194,236.94
19	3,769.35	566.53	3,202.82	191,034.12
20	3,769.35	557.19	3,212.16	187,821.96
21	3,769.35	547.82	3,221.53	184,600.43
22	3,769.35	538.42	3,230.93	181,369.50
23	3,769.35	529.00	3,240.35	178,129.15
24	3,769.35	519.55	3,249.80	174,879.35
25	3,769.35	510.07	3,259.28	171,620.07
26	3,769.35	500.56	3,268.79	168,351.28
27	3,769.35	491.03	3,278.32	165,072.96
28	3,769.35	481.47	3,287.88	161,785.08
29	3,769.35	471.88	3,297.47	158,487.61
30	3,769.35	462.26	3,307.09	155,180.52
31	3,769.35	452.61	3,316.74	151,863.78
32	3,769.35	442.94	3,326.41	148,537.37
33	3,769.35	433.24	3,336.11	145,201.26
34	3,769.35	423.51	3,345.84	141,855.42
35	3,769.35	413.75	3,355.60	138,499.82
36	3,769.35	403.96	3,365.39	135,134.43
37	3,769.35	394.15	3,375.20	131,759.23
38	3,769.35	384.30	3,385.05	128,374.18
39	3,769.35	374.43	3,394.92	124,979.26
40	3,769.35	364.53	3,404.82	121,574.44
41	3,769.35	354.60	3,414.75	118,159.69
42	3,769.35	344.64	3,424.71	114,734.98
43	3,769.35	334.65	3,434.70	111,300.28
44	3,769.35	324.63	3,444.72	107,855.56
45	3,769.35	314.58	3,454.77	104,400.79
46	3,769.35	304.51	3,464.84	100,935.95
47	3,769.35	294.40	3,474.95	97,461.00

48	3,769.35	284.26	3,485.09	93,975.91
49	94,250.00	274.09	93,975.91	0.00
Grand Totals	275,178.80	24,857.95	250,320.85	

Lessee: City of Killeen, Texas

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

Ronald L. Olson, City Manager

\*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

ATTACHMENT 2 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300 DATED AS OF September 20, 2017

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(65) 2018 E-Z-GO TXT 48V Golf Cars together with all attachments and accessories thereto	Stonetree Golf Club, 1600 Stonetree Drive, Killeen, TX 76542	\$250,320.85

Lessee: City of Killeen, Texas

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

Ronald L. Olson, City Manager

**ATTACHMENT 3 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300 DATED AS OF September 20, 2017**

**ACCEPTANCE CERTIFICATE**

TCF Equipment Finance, a division of TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Governmental Lease-Purchase Agreement No. 008-0185329-300 between TCF Equipment Finance, a division of TCF National Bank, as Lessor (the "Lessor"), and City of Killeen, Texas, as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 008-0185329-300 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: \_\_\_\_\_, 20\_\_

Lessee: City of Killeen, Texas

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

Ronald L. Olson, City Manager

**INSURANCE COVERAGE REQUIREMENTS**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

<b>Insurance Company Liability:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>
<b>Insurance Company Property:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the following leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Leased Property: (65) 2018 E-Z-GO TXT 48V Golf Cars together with all attachments and accessories thereto

Coverage Required: \$250,320.85

b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person  
 \$1,000,000.00 aggregate bodily injury liability  
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: City of Killeen, Texas

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

Ronald L. Olson, City Manager



TEXAS ADDENDUM
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300 DATED AS OF September 20, 2017

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: City of Killeen, Texas

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Governmental Lease-Purchase Agreement No. 008-0185329-300 (together with all Exhibits and Attachments and this Addendum, the "Lease").

1. Section 2 of the Lease is hereby amended by adding the following sentence at the end of that Section:

The Maximum Lease Term does not exceed 25 years.

2. Section 4 of the Lease is hereby deleted and the following Section 4 is hereby inserted in lieu thereof:

4. CONTINUATION OF LEASE TERM. The decision whether or not to budget or appropriate funds for any Renewal Term is solely within the discretion of YOUR then-current governing body.

3. Section 10 of the Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, the Lease may be assigned by US only in whole, not in part.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: TCF Equipment Finance, a division of TCF National Bank

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

Operations - T.C.

Lessee: City of Killeen, Texas

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

Ronald L. Olson, City Manager

# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: September 20, 2017

Lessee: City of Killeen, Texas  
1600 Airport Rd.  
Killeen, TX 76543

Lessor: TCF Equipment Finance, a division of TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Governmental Lease-Purchase Agreement No. 008-0185329-300, dated as of September 20, 2017, by and between City of Killeen, Texas and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Governmental Lease-Purchase Agreement described above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Texas (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is \_\_\_\_\_.

2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the



appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,

**RESOLUTION**  
**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300**  
**DATED AS OF September 20, 2017**

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **008-0185329-300** dated **September 20, 2017** (the "Lease"), in principal amount not to exceed **\$250,320.85**, between **City of Killeen, Texas, 1600 Airport Rd., Killeen, TX 76543** and **TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

**WHEREAS**, City of Killeen, Texas, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Texas; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Killeen, Texas:**

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the \_\_\_\_\_ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

**CERTIFIED AS TRUE AND CORRECT** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of Clerk, Secretary or Assistant Secretary

\_\_\_\_\_  
Printed Name of Clerk, Secretary or Assistant Secretary



**LESSEE FACT SHEET**  
**TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-300 DATED AS OF September 20, 2017**

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: \_\_\_\_\_

2. Send bills to the following address: \_\_\_\_\_

\_\_\_\_\_  
ATTENTION: \_\_\_\_\_

3. Name of person who issues payment and Phone number: \_\_\_\_\_

(      ) \_\_\_\_\_

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

5. Fiscal year end: \_\_\_\_\_



**Invoice**

**Date of Invoice:** 09/20/2017  
**Application Number:** 337899  
**Contract Number:** 008-0185329-300

**To:** City of Killeen, Texas  
1600 Airport Rd.  
Killeen, TX 76543

**Advance Payments/Security Deposit**

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
<b>Sub Total</b>				<b>\$0.00</b>

**Other Fees/Charges**

Fee Description	Amount
Documentation Fee	\$200.00
<b>Other Fees/Charges Sub Total</b>	
	<b>\$200.00</b>

**Invoice Total Due**

<b>Invoice Total Due</b>	<b>\$200.00</b>
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**Remit Payment with** 866-465-3149  
**Completed Documents to:** OR  
TCF Equipment Finance, a division of TCF  
National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

# Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: TCF Equipment Finance, a division of TCF National Bank

Street address: 1111 W. San Marnan Dr, Ste A2 W City, State, ZIP code: Waterloo, IA 50701

Description of items to be purchased or on the attached order or invoice:

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Purchaser claims this exemption for the following reason:

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I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b>	Enter the final maturity date of the GIC ▶ _____			
<b>c</b>	Enter the name of the GIC provider ▶ _____			
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b>	Enter the date of the master pool obligation ▶ _____			
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶			<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶			<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b>	Name of hedge provider ▶ _____			
<b>c</b>	Type of hedge ▶ _____			
<b>d</b>	Term of hedge ▶ _____			
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . . ▶			<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶			<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶			<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b>	Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ ▶	Date	▶ _____ ▶ Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

# 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.  
TCF Equipment Finance, a division of TCF National Bank  
Waterloo, IA United States

Certificate Number:  
2017-265304

Date Filed:  
09/26/2017

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, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
Bid#17-17  
(65) 2018 E-Z-GO TXT 48V Golf Cars together with all attachments and accessories thereto

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dahl, Craig	Wayzata, MN United States	X	
	Jasper, Thomas	Wayzata, MN United States	X	
	Butterfield, Thomas	Wayzata, MN United States	X	
	Costa, James	Wayzata, MN United States	X	
	Henak, William	Minnetonka, MN United States	X	
	Jones, Michael	Wayzata, MN United States	X	
	Maass, Brian	Wayzata, MN United States	X	
	TCF Financial Corporation	Wayzata, MN United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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



Mania Meyer  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sr Transaction Coordinator, this the 26<sup>th</sup> day of September, 2017, to certify which, witness my hand and seal of office.

Meghan Bell  
Signature of officer administering oath

Meghan Bell  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath





# STONETREE GOLF CLUB RENTAL GOLF CART LEASE

RS-17-112

October 17, 2017

# Mission Essential Equipment

## □ **Rental Golf Cart Replacement**

- Current lease expires December 4, 2017
- Proposed 4 year equipment lease
  - \$45,232 annually
  - \$180,928.80 over four years
- Low bid (E-Z-GO) selected via City of Killeen Bid Invitation #17-17
- FY17-18 budget includes approved funds

## □ **Benefits of Rental Cart Fleet**

- Rental carts generate \$150,000 net revenue annually at Stonetree Golf Club (\$600,000 profit margin over 4 year lease)
- Ensures fully functional fleet for customer rentals
- Enhanced customer experience

# Quality of Life

## □ **Stonetree Golf Club Overview**

- ▣ 18 hole public course with driving range and practice putting green
- ▣ 43,000 rounds of golf played annually

## □ **Revenue and Tourism**

- ▣ Generates over \$1 million dollars in annual revenue
- ▣ Is host to over 45 regional, state, national and local tournaments
  - Starburst Junior Golf Tournament
  - TAPPS State Tournament
  - Crimestoppers Tournament
  - Texas A&M Central Texas Tournament
  - Mickey's Charity Tournament
  - University of Mary Hardin Baylor Fall & Spring Invitational
  - UIL District Tournament

# Sample of E-Z-GO TXT Golf Car

## OVERVIEW

The E-Z-GO® TXT® golf car combines proven reliability with the industry's latest innovations to deliver a consistently smoother ride and greater energy efficiency. Featuring a 48-volt electric drivetrain and TruCourse™ Technology, it offers the perfect balance of performance and efficiency to your course.





# City of Killeen

## Legislation Details

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**File #:** RS-17-113    **Version:** 1    **Name:** YAC Commissioner Swear In  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/20/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution appointing members to the Youth Advisory Commission.  
**Sponsors:** Volunteer Services  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017 Meeting

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

**FROM:** Brett Williams, Executive Director, Community Services

**SUBJECT:** Appointment of members to the Youth Advisory Commission

### **BACKGROUND AND FINDINGS:**

The City Council is responsible for making appointments to the boards and commissions. These appointments occur annually and as vacancies occur.

### **THE ALTERNATIVES CONSIDERED:**

**Which alternative is recommended? Why?**

N/A

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

Commission members are subject to the attendance policy and procedure adopted by the City Council, (Section 2-118, Killeen City Code).

<b>KILLEEN VOLUNTEERS, INC.-YOUTH ADVISORY COMMISSION</b>		
<i>Sub-Committee: All Council</i>		
Current Members	New YAC Members	Special Qualifications
Isaiah Crockett	Anna Rice	Student Representative
Marjerie Castro	Arianna Chavez	Student Representative
Hyelim Choung	Bryanna Palma	Student Representative
Hyewon Choung	Crystal Graupmann	Student Representative
Arianna Chavez	Dae'Tian Nanton	Student Representative
Julian Chavez	Demetra Paizanis	Student Representative
Ravyn Dietzman	Emilie Huck	Student Representative
Abraham Everett	Jeffrey Jomorabon	Student Representative
Loveless Gatewood	Joseph Low	Student Representative
Vivian Dorman	Julian Chavez	Student Representative
Crystal Graupman	Kaitlyn Low	Student Representative
Madison Henry	Kama Rangel	Student Representative
Lexy Hicks	Keana Turner	Student Representative
Mychel Howard	Lorena Kirk	Student Representative
Jeffrey Jamorabon	Madison Barnett	Student Representative
Joseph Low	Mark Thomas Jr.	Student Representative
Kaitlyn Low	Markeisha Thomas	Student Representative

JoAnn Lomas-Mathis	My'Azia Williams	Student Representative
Adrian Manning	Mychel Howard	Student Representative
Jason McDonald	Olivia Winder	Student Representative
Joshua Moses	Patricia Barnett	Student Representative
Demetra Paizanis	Paula Billingsley	Student Representative
Jaelyn Rivas	Vacancy	Student Representative
Jerome Singletary Jr.	Vacancy	Student Representative
Mark Thomas	Vacancy	Student Representative
Markeisha Thomas	Vacancy	Student Representative
Skylar Vanderberg	Vacancy	Student Representative
Daniel Watford III	Vacancy	Student Representative
MyAzia Williams	Vacancy	Student Representative
Olivia Winder	Vacancy	Student Representative
Lorena Kirk	Vacancy	Student Representative
Julie Kirk	Vacancy	Student Representative
Hailee Kirk	Vacancy	Student Representative
Bryanna Palma	Vacancy	Student Representative
Anna Rice	Vacancy	Student Representative
Ashton White	Vacancy	Student Representative
Khalil Corbett-Canada	Vacancy	Student Representative

**FINANCIAL IMPACT:**

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

It is recommended that the City Council appoint the nominated individuals for the 2017-2018 year.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

N/A



# APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COMMISSION

RS-17-113

October 17, 2017





# Background

- In October annually the City Council makes appointments to the Youth Advisory Commission
- Interviews were conducted on September 2, 2017

# Overview

<b>2016-2017 Member</b>	<b>2017-2018 Member</b>	<b>Special Qualifications</b>
<b>Isaiah Crockett</b>	<b>Anna Rice</b>	<b>Student Representative</b>
<b>Marjerie Castro</b>	<b>Arianna Chavez</b>	<b>Student Representative</b>
<b>Hyelim Choung</b>	<b>Bryanna Palma</b>	<b>Student Representative</b>
<b>Hyewon Choung</b>	<b>Crystal Graupmann</b>	<b>Student Representative</b>
<b>Arianna Chavez</b>	<b>Dae'Tian Nanton</b>	<b>Student Representative</b>
<b>Julian Chavez</b>	<b>Demetra Paizanis</b>	<b>Student Representative</b>
<b>Ravyn Dietzman</b>	<b>Emilie Huck</b>	<b>Student Representative</b>
<b>Abraham Everett</b>	<b>Jeffrey Jamorabon</b>	<b>Student Representative</b>
<b>Loveless Gatewood</b>	<b>Joseph Low</b>	<b>Student Representative</b>
<b>Vivian Dorman</b>	<b>Julian Chavez</b>	<b>Student Representative</b>
<b>Crystal Graupmann</b>	<b>Kaitlyn Low</b>	<b>Student Representative</b>

# Overview

<b>2016-2017 Member</b>	<b>2017-2018 Member</b>	<b>Special Qualifications</b>
<b>Madison Henry</b>	<b>Kama Rangel</b>	<b>Student Representative</b>
<b>Lexy Hicks</b>	<b>Keana Turner</b>	<b>Student Representative</b>
<b>Mychel Howard</b>	<b>Lorena Kirk</b>	<b>Student Representative</b>
<b>Jeffrey Jamorabon</b>	<b>Madison Barnett</b>	<b>Student Representative</b>
<b>Joseph Low</b>	<b>Mark Thomas Jr.</b>	<b>Student Representative</b>
<b>Kaitlyn Low</b>	<b>Markeisha Thomas</b>	<b>Student Representative</b>
<b>JoAnn Lomas-Mathis</b>	<b>My'Azia Williams</b>	<b>Student Representative</b>
<b>Adrian Manning</b>	<b>Mychel Howard</b>	<b>Student Representative</b>
<b>Jason McDonald</b>	<b>Olivia Winder</b>	<b>Student Representative</b>
<b>Joshua Moses</b>	<b>Patricia Barnett</b>	<b>Student Representative</b>
<b>Demetra Paizanis</b>	<b>Paula Billingsley</b>	<b>Student Representative</b>



# Recommendation

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- Staff recommends appointing the nominated individuals to the 2017-2018 year



# City of Killeen

## Legislation Details

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**File #:** RS-17-114    **Version:** 1    **Name:** Sullivan Concession Lease Termination  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/27/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution approving termination of concession lease agreement with Crystal and Richard Sullivan dba Green Beans Coffee at Killeen-Fort Hood Regional Airport.  
**Sponsors:** Aviation Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

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

**SUBJECT:** CRYSTAL AND RICHARD SULLIVAN CONCESSION LEASE TERMINATION

### **BACKGROUND AND FINDINGS:**

On July 27, 2010, Council approved a concession lease agreement with Green Beans Company, Inc. for facilities at Killeen-Fort Hood Regional Airport. The lease included authorizing the tenant to engage in the business activities of a bar, coffee shop, and food service concession. On August 25, 2015, Council approved extending the term of the lease by five years to September 30, 2020.

In October of 2016, Green Beans Company, Inc. requested the authority to assign the lease to Crystal and Richard Sullivan, a General Partnership dba Green Beans Coffee. That assignment was approved by the Interim City Manager, effective November 1, 2016.

This tenant has become delinquent on rent and fee payments owed the City. Several informal attempts to collect past due rents and fees have been unsuccessful. On July 31, 2017, a certified letter of demand was sent to the tenant demanding payment of past due rents and fees. A small payment was received on September 11, 2017, but the tenant remained significantly behind on rents and fees owed.

On September 18, 2017, staff received notice from Mrs. Sullivan that the business would be closing due to financial difficulties.

Staff became aware on September 20, 2017, the Tax Compliance Division of the Texas Comptroller served notice of seizure on the business for failure to remit sales tax receipts to the state. That action removed the legal authority for the continuation of the business.

Staff has determined it is no longer prudent to continue this lease agreement and recommends the termination of the lease to permit staff to solicit for another suitable food and drink concession for the airport. Once the lease is formally terminated and final account status is calculated, Staff will submit appropriate documentation to the City's contracted collection agency in the attempt to recover past due rents and fees.

### **THE ALTERNATIVES CONSIDERED:**

Alternatives considered were: (1) leave lease agreement in place and continue to attempt to collect rents and fees owed or (2) move forward with the tenant's request for termination of lease.

**Which alternative is recommended? Why?**

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

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

The lease agreement specified a monthly base rental rate of \$975.00 plus a tiered percentage of gross receipts calculation and miscellaneous sundry charges such as telephone service, internet access, and badge fees. Total monthly amounts due to the airport were averaging \$1,500. It is uncertain if the tenant will honor its rental payment obligations, and it is not known when a replacement tenant can be found, a lease executed, and at what rate. Therefore, the financial impact (revenue loss) cannot be determined at this time. Revenues for Fixed Base Operator activity are accounted for in the Killeen-Fort Hood Regional Airport enterprise fund account #525-0000-324.05-02 (Food and Beverage).

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

City Council approve termination of the Crystal and Richard Sullivan dba Crystal-Richard Sullivan and Green Beans Coffee lease agreement effective October 25, 2017 and authorize the City Manager to execute any and all necessary documentation to effect the termination.

**DEPARTMENTAL CLEARANCES:**

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

N/A





# CRYSTAL'S CAFÉ DBA GREEN BEANS LEASE TERMINATION

RS-17-114

October 17, 2017

# CONCESSION LEASE

2

- Green Beans lease approved July 2010
  - ▣ Assigned to Crystal and Richard Sullivan November 2016
  
- History of delinquent payments
  
  
- Airport certified letter July 2017
  
  
- Airport received notice of business closing September 2017

# CONCESSION LEASE

3

- Alternatives Considered
  - ▣ 1. Attempt to work with tenant to collect fees
  - ▣ 2. Move forward with request for lease termination
  
- Staff recommends alternative No. 2
  - ▣ Tenant apparently cannot meet his obligations
  - ▣ Staff needs authority to clear tenant and begin process of locating a new food-beverage vendor for the Airport

# RECOMMENDATION

4

- City Council approve termination of the Crystal-Richard Sullivan lease agreement effective September 30, 2017 and authorize the City Manager to execute any and all necessary documentation to effect the termination



# City of Killeen

## Legislation Details

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**File #:** RS-17-115    **Version:** 1    **Name:** Request Use RFP-Food Svc & Beverage Concession

**Type:** Resolution    **Status:** Resolutions

**File created:** 9/27/2017    **In control:** City Council

**On agenda:** 10/24/2017    **Final action:**

**Title:** Consider a memorandum/resolution approving use of a Request for Proposal (RFP) for the selection of a food service and beverage concession tenant at Killeen Fort Hood Regional Airport.

**Sponsors:** Aviation Department

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

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

**SUBJECT:** USE OF A REQUEST FOR PROPOSAL (RFP) FOR THE SELECTION OF A FOOD SERVICE AND BEVERAGE CONCESSION TENANT AT KILLEEN FORT HOOD REGIONAL AIRPORT

### **BACKGROUND AND FINDINGS:**

The Killeen-Fort Hood Regional Airport terminal building was originally built and designed with a common food court area surrounded by two types of food/beverage facilities. The north side of the area included a full kitchen and food service area while the south side was designed as a bar. When the airport initially opened in 2004, one company operated a Subway franchise sandwich shop from the north side and another company operated a bar on the south side. In 2010 the bar operator closed and the facility was leased to Green Beans Coffee, Inc. who operated a coffee bar with associated pastries and snacks also offered. In June 2016, the Subway franchise closed; that space has remained vacant. In November 2016, the Green Beans Coffee, Inc. assigned the lease agreement to a partnership who continued the business as a franchise operation. On September 20, 2017, the coffee bar business was closed and the tenant requested early termination of the lease agreement. As a result of the closure of these businesses, the airport has no on-site prepared / served food or drink service available. The only food and drink services currently available are prepackaged products either through vending machines or the gift shop.

It is staff's recommendation to seek proposals from qualified food, drink, and bar vendors to operate the available food and beverage facilities at the airport as a concession operation.

The RFP process will allow the proposers to use their expertise and experience to offer a full spectrum of appropriate food and drink services for the public and will allow staff to negotiate a lease agreement to maximize the revenue to the airport. The proposal review process will examine the content of each proposal and consider the proposers experience in similar operations in other locations, references, innovative services ideas, and other factors to locate the best fit with the best revenue potential for the airport.

After selection, staff will negotiate a lease agreement with the selected company that will then be submitted to City Council for approval.

### **THE ALTERNATIVES CONSIDERED:**

Alternatives considered: (1) use the RFP process to evaluate and select a tenant that will offer the food and drink services that best fit the needs of airport customers while providing optimum

revenue to the airport; (2) use a bid process; or (3) use a request for qualification (RFQ) process.

**Which alternative is recommended? Why?**

Staff recommends alternative 1. The RFP procurement method will offer the best value to the City and provide the airport with the opportunity to consider the proposers best ideas for the specific types of products and services to be offered to the public as well as considering the proposers' proposed revenue to the airport for the privilege of conducting business in airport facilities. The standard bid process would require staff to establish a set specific product and service method and use the amount to be paid as the primary selection determination. An RFQ method would determine a proposer that could provide services, but would not allow the consideration of revenue to the airport in the selection process.

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

None

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends that City Council make a determination that the RFP process offers the best value to the City and authorize staff to utilize the RFP process to identify and select the most responsive tenant to operate a food and beverage concession at the Killeen-Fort Hood Regional Airport.

**DEPARTMENTAL CLEARANCES:**

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

N/A





# USE OF REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF A FOOD SERVICE VENDOR AT KILLEEN FORT HOOD REGIONAL AIRPORT

RS-17-115

October 17, 2017

# Food-Beverage RFP

2

- Project is to select a vendor to provide a food and beverage concession at KFHRA
  
- RFP is the right tool
  - ▣ It is a qualitative, evaluative process
  - ▣ Provides a mechanism to compare various proposals
  - ▣ Evaluate a vendor's potential
  - ▣ Provides best value for City and Airport

# Food-Beverage RFP

3

- Alternatives Considered
  - ▣ 1. Use RFP process
  - ▣ 2. Use bid process
  - ▣ 3. Use RFQ process
  
- Staff recommends alternative No. 1
  - ▣ Saves time and development costs; and, permits selection of the most suitable and cost-effective vendor
  - ▣ No initial financial impacts against Airport
  - ▣ Provides best value alternative for the City / Airport

# RECOMMENDATION

4

- City Council authorize staff to utilize the RFP evaluation process to identify and select the best vendor and value for a food and beverage concession at the Killeen-Fort Hood Regional Airport



# City of Killeen

## Legislation Details

**File #:** RS-17-116    **Version:** 1    **Name:** Interlocal Agreement with HH for Rosewood H&B Trl  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 10/2/2017    **In control:** City Council  
**On agenda:** 10/24/2017    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the City Manager to execute an Interlocal agreement with the City of Harker Heights to construct a portion of the Heritage Oaks Hike and Bike Trail Segment, 3A within the City of Harker Heights jurisdiction.  
**Sponsors:** Public Works Department, Transportation Division  
**Indexes:** Rosewood Drive  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Interlocal Agreement](#)  
[Plan](#)  
[Survey](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/17/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 17, 2017

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

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

**SUBJECT:** Authorize the City Manager to execute an inter-local agreement with the City of Harker Heights to construct a portion of the Heritage Oaks Hike and Bike Trail, Segment 3A within the City of Harker Heights Jurisdiction.

### **BACKGROUND AND FINDINGS:**

In January 2016, the City of Killeen submitted an application for federal funding associated with the Rosewood Drive Extension and Heritage Oaks Hike and Bike Trail projects. A portion of that plan included a connection from the trail along Rosewood Drive to Purser Park in Harker Heights. This segment was included in the project to increase the project score for federal funding by including a regional connection. The estimated construction cost of this connection within the City of Harker Heights city limits is approximately \$18,500 of which the City of Killeen was awarded 80% (\$14,800) federal funding through the Transportation Alternatives Program.

The interlocal agreement (ILA) states the terms and conditions associated with the construction, contract administration, and dedication of the project. The City of Killeen will be responsible for designing, bidding, and constructing the project. The City of Harker Heights (COHH) will be responsible for furnishing necessary easements/rights-of way, issuing required COHH permits, and accepting long term maintenance of facilities located within their corporate limits.

### **THE ALTERNATIVES CONSIDERED:**

City staff considered two alternatives: 1) Enter into an ILA for the construction of the regional connection to Purser Park. 2) Do not construct the regional connection.

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

City staff recommends that we construct the regional connection to Purser Park using the ILA as a means to do so. Failure to construct this portion of the trail could result in risking the award of future funding to the City of Killeen and prevent us from building this important regional connection.

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

This item conforms with City policy.

**FINANCIAL IMPACT:**

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

There is no direct cost associated with the execution of the interlocal agreement; however, the execution of this agreement demonstrates intent to construct the trail referenced in the agreement as part of the Rosewood Drive Extension project. The cost for this portion of trail construction is estimated to be \$18,500 over the course of two fiscal years. This agreement will allow for the dedication of the associated infrastructure located within the Harker Heights city limits to the COHH, therefore reducing the long term maintenance costs associated with this infrastructure.

**Is this expenditure budgeted?**

Yes, funds are available in the Rosewood Drive Extension accounts.

**RECOMMENDATION:**

City staff recommends that the City Council authorize the City Manager to enter into an interlocal agreement with the City of Harker Heights for the construction of the Heritage Oaks Hike and Bike Trail Segment 3A within the corporate limits of the City of Harker Heights.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Interlocal Agreement  
Plan  
Survey

## **INTERLOCAL AGREEMENT FOR HIKE AND BIKE TRAIL CONSTRUCTION**

Rosewood Drive Extension and Heritage Oaks Hike and Bike Trail Segment 3A Project

### **RECITALS**

A. This agreement (“Agreement”) is by and between the City of Killeen, a home rule municipal corporation in Bell County, Texas (“Killeen”), and the City of Harker Heights, a home rule municipal corporation in Bell County, Texas (“HH”), acting through their authorized representatives. Killeen and HH are collectively referred to in this Agreement as the “Parties.”

B. This Agreement will be deemed to be effective (“Effective Date”) immediately following the full satisfaction of the last condition precedent to this Agreement, which shall consist of: 1) HH City Council approval of this Agreement following receipt and tabulation of bids; and 2) Killeen City Council approval of this Agreement, which shall be sought contemporaneously with approval of bid award.

C. Rosewood Drive runs south near the east/west city limit boundary shared by the Parties. Killeen plans to extend Rosewood Drive further south to intersect with Chaparral Road. Alongside of Rosewood Drive is proposed to be a hike and bike trail. Killeen proposes to extend the hike and bike trail into the City limits of HH and tie into the Purser Family Park located in HH.

D. Killeen is now in the process of designing an extension to Rosewood Drive within its own city limits (“Rosewood Drive Extension.”) Killeen is requesting that the work extend into the HH city limits in order to provide the connectivity described above and, subject to the terms of this Agreement; Killeen will be responsible for the costs to do so.

E. By completing the work in a single project, the Parties avoid duplication of effort and expense in designing, bidding, administering, and constructing the improvements, thereby preserving taxpayer resources, while providing a direct benefit to the citizens of both communities by providing more efficient connectivity. In addition, by using one contractor the Parties expect to receive a more unified and higher quality of work, with reduced risk of disputes involving coordination and warranty support.

F. This Agreement is authorized by the Parties’ broad and inherent authority, as home-rule municipalities under Article 11, Section 5, of the Texas Constitution, to promote the public health, safety, and general welfare of their respective residents. In addition, this Agreement is authorized by §§791.011 and 791.028 of the Texas Government Code.

G. The purpose of this Agreement is to state the terms and conditions under which Killeen will participate in the contract administration and construction to occur within HH’s boundaries.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:



1. **Term and Termination.**

A. Unless otherwise provided for, this Agreement shall commence on the Effective Date, and continue until the services specified in the Agreement have been fully and completely performed.

B. Continuation of this Agreement is contingent upon appropriation or availability of funds for this Agreement. If the City Council for any reason does not allocate funds for this Agreement in the annual budget for any given fiscal year, Killeen may terminate this Agreement in whole or in part effective as of the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement. Termination for non-appropriation is not a default hereunder, and the terminating Party shall not incur any liability or penalty as a result thereof, except as provided herein. Party shall endeavor to notify the other in writing of any such non-allocation of funds at least sixty (60) days in advance.

C. In the bidding process for Rosewood Drive Extension, Killeen shall identify the Project as an Add Alternate. Continuation of this Agreement is contingent upon Killeen City Council awarding the bid and allocating funds for the Project. If the City Council for any reason does not allocate funds for the Project as a part of the Rosewood Drive Extension bid, Killeen may terminate this Agreement in whole or in part with a 10 day notice. Termination hereunder is not a default hereunder, and the terminating Party shall not incur any liability or penalty as a result thereof.

2. **Project.** The Project (herein so-called) consists of the construction of a 10 feet wide hike and bike trail (approximately 197 feet in length constructed within the city limits of HH, with concrete 5 inches thick and 4 inches of sand as a base) which connects with Purser Park trail within the city limits of HH. No lighting or railing to be provided for trail within HH city limits.

3. **Killeen Rights and Obligations.**

A. Killeen agrees to:

- (1) Either personally or through its agents and contractors furnish all bidding, contracting, construction, superintendence, administration, licenses, permits, facilities, tools, machinery, equipment, personnel, labor, materials and supplies necessary to complete the Project in the manner set forth herein.
- (2) Comply with all reasonable instructions, requests and guidance of HH relating to the Project.
- (3) Ensure that the Project bidding and contract documents conform to HH's reasonable requirements, and that all bonds, insurance, and other security associated with the Project inure to the benefit of HH.
- (4) Exercise reasonable precautions on behalf of, and be responsible for, the safety of its own officers, employees, agents, contractors, subcontractors, licensees, and

other persons, as well as their personal property, while performing services hereunder.

- (5) Maintain all records relating to the Project, and allow HH to inspect such records at reasonable times, upon advance request.
- (6) Enforce all applicable rights and remedies of the “owner” under the contract documents on behalf of HH as against any person or entity providing services in connection with the Project. HH will promptly upon demand reimburse Killeen for all reasonable expenses incurred in doing so.
- (7) Include HH on the distribution list for all notices and correspondence related to the Project, invite HH to all meetings with engineers or contractors concerning the Project, and give HH reasonable advance notice of all such meetings.
- (8) Promptly notify HH of any actual or potential accident or claim arising in connection with the Project, including any contractor disputes and any incident involving injury, death, or damage to property.
- (9) Promptly notify HH if at any time Killeen is unable to comply with its obligations hereunder, and state the reasons for noncompliance.

B. Killeen may subcontract all or any part of the work to be performed hereunder, provided that HH may object in writing to a subcontractor or supplier and shall have the opportunity to discuss its objections with Killeen. If Killeen agrees, no subcontractor or supplier to whom HH has a reasonable objection shall be used on the Project.

4. **HH Obligations.** HH agrees to:

A. Furnish all easements and rights of way that may be reasonably necessary for the completion of the Project. Subject to applicable laws and regulations, and payment of any applicable fees, promptly issue any HH permits or approvals required by Killeen’s contractors and subcontractors to complete the Project.

B. Upon reasonable advance notice, make any HH facilities or property available to Killeen to facilitate the performance of Killeen’s obligations hereunder. HH hereby grants a Temporary Construction Easement to the property identified as Parcel 4 as shown on Exhibit D. The purpose for the easement is for the construction of the Project and for providing pedestrian and vehicular ingress and egress thereto by Killeen, its employees and contractors, as necessary for said construction. The Temporary Construction Easement shall terminate one year after the completion of construction.

C. May conduct regular review, oversight and inspection of the Project to ensure that all services are properly performed, and promptly notify Killeen of any claimed deficiency in the work, with specific reasons and reasonable requirements stated for causing the work to be accepted.

D. During the course of the Project, not attempt to communicate or contract with any of Killeen's contractors or subcontractors concerning labor or materials to be incorporated into the Project, except with the express written consent of Killeen.

E. Coordinate and provide for the timely relocation of any utilities within the HH city limits that will be affected by the Project.

F. Coordinate and timely resolve any Federal or State mandated environmental issues specific to the Project, to include, without limitation, issues arising under the Federal or State CWA, CAA, CERCLA, or the Texas Antiquities Code.

G. Issue any and all public notices relating to the commencement or progress of construction deemed necessary for the benefit of HH's citizens and address any questions relating to the Project received from HH's citizens.

5. **Joint Obligations.** The Parties agree:

A. To meet regularly throughout the course of the Project to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting Project design, milestones, construction standards, or cost.

B. Not to unreasonably interfere with or delay the Project.

C. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.

D. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.

E. To execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.

F. That upon completion of the Project, HH shall accept the improvements and maintain the property and improvements within HH. Killeen makes no warranty regarding the quality of labor or materials incorporated into the Project, and expressly disclaims all liability for defects in workmanship and materials in the completed Project. Upon final completion, Killeen will assign to HH all warranties and bond rights with respect to the Project, and thereafter HH's sole recourse for any such defects will be directly against the contractors, underwriters, or other providers of such warranties and bond rights. However, in the event that any such warranties or rights are not assignable, Killeen agrees after the Term of this Agreement to enforce such warranties and rights in

its own name as nominee for the use and benefit of HH, and HH will promptly upon demand reimburse Killeen for all reasonable expenses incurred in doing so.

6. **Payment.**

A. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. **Force Majeure.** Neither party shall be required to perform any term, condition or covenant hereunder for so long as performance is delayed or prevented by: acts of God; strikes; lockouts; orders or actions of any governmental or military authority; expropriation or confiscation of facilities; civil riots or disturbances; acts of war, terrorism, the public enemy, rebellion or sabotage; fires, floods, storms, epidemics, earthquakes, drought, explosions or other calamity; unavoidable accents or breakdowns, or any other cause not reasonably within the control of the party despite the exercise of due diligence by that party. If a party shall be delayed, hindered, or prevented from performance of any of its obligations by reason of force majeure, and such party is not otherwise in default, the time for performance of such obligation shall be extended for the period of such delay, provided that the affected party shall: (a) give prompt written notice to the other party; (b) diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other party advised with respect thereto; and (c) commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

8. **Dispute Resolution.** Any dispute between the Parties related to this Agreement that is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider. The Parties to the mediation shall bear the mediation costs equally. Said mediation shall be non-binding. This paragraph does not preclude a Party from seeking equitable or other relief from a court of competent jurisdiction.

9. **Default and Remedies.**

A. Each of the following constitutes a material breach of this Agreement and an Event of Default by HH: (i) failing to fully and timely perform any covenant of HH under this Agreement; and (ii) making any representation to Killeen found to be materially false, misleading, or erroneous in connection with the Project.

B. Each of the following constitutes a material breach of this Agreement and an Event of Default by Killeen: (i) failing to fully and timely perform any covenant of Killeen under this Agreement; and (ii) making any representation to HH found to be materially false, misleading, or erroneous in connection with the Project.

C. If either party should commit an Event of Default, the party alleging such default shall give the other party not less than ten (10) days' notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days' written notice is impractical due to a threat of harm to life or property, then the party alleging the failure shall give the other party such notice as may be reasonable under the circumstances.

D. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.

E. Each party waives all special, incidental, consequential or punitive damages.

F. EACH PARTY WAIVES A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS AGREEMENT, OR ANY OF ITS PROVISIONS.

G. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

H. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

10. **Notice.** All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the party to be notified or at such party's address for purposes of notice as set forth herein. A change in the notice address of any party may be effected by serving written notice of such change and of such new address upon the other party in the manner provided herein. Initially, notices shall be addressed as follows:

A. To HH:  
Mr. Mark Hyde  
Public Works Director  
305 Miller's Crossing  
Harker Heights TX 76548  
mhyde@ci.harker-heights.tx.us

*With a copy to:*

Mr. Burk Roberts  
Roberts & Roberts, LLP  
2501 East Elms Rd., Ste. A

Killeen TX 76542-3023  
broberts@robertslegalfirm.com

- B. To Killeen:  
Mr. David A. Olson  
Executive Director of Public Works  
3201-A South WS Young Dr.  
Killeen, TX 76542  
dolson@killeentexas.gov

*With a copy to:*

Mrs. Holli Clements  
Killeen Deputy City Attorney – Public Works  
P.O. Box 1329  
Killeen TX 76540-1329  
hclements@killeentexas.gov

11. **Miscellaneous.**

- A. **Assignment of Contract.** Neither of the Parties may assign this Agreement or any rights under the Agreement without the prior written consent of the other party, and any attempted or purported assignment in the absence of such consent shall be void. However, nothing herein shall be construed to prevent Killeen from subcontracting as provided herein.
- B. **Binding Effect.** Subject to the provisions regarding assignment, this Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.
- C. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third party claim.
- D. **Governing Law; Venue.** The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.
- E. **Severability.** The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

F. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the parties, and thus should not be construed strictly for or against either party.

G. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

H. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

I. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the subject matter of this Agreement. The exhibits, attachments and addenda which are a part of this Agreement are:

Exhibit D: Temporary Construction Easement Survey

CITY OF HARKER HEIGHTS

CITY OF KILLEEN

By: \_\_\_\_\_  
David Mitchell, City Manager

By: \_\_\_\_\_  
Ronald L. Olson, City Manager

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Patricia Brunson, City Secretary

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Burk Roberts, City Attorney

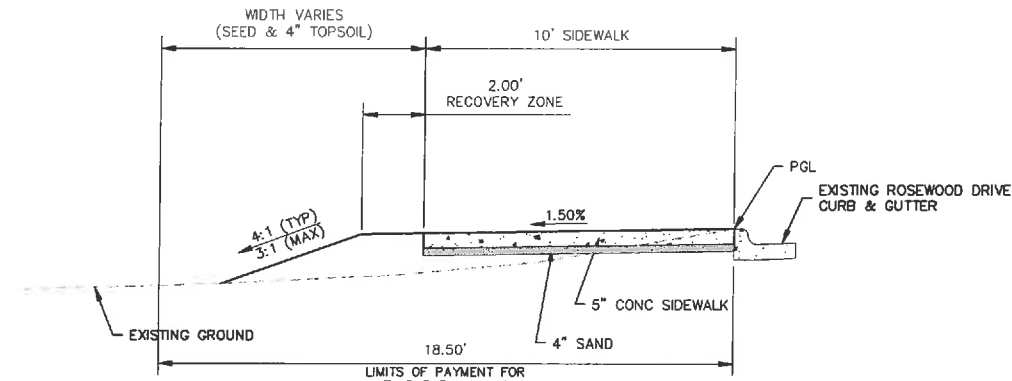
\_\_\_\_\_  
Kathy Davis, City Attorney



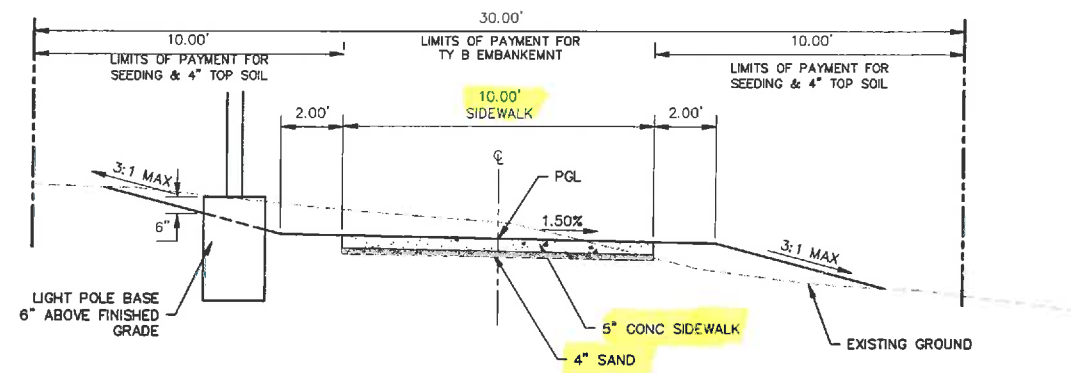




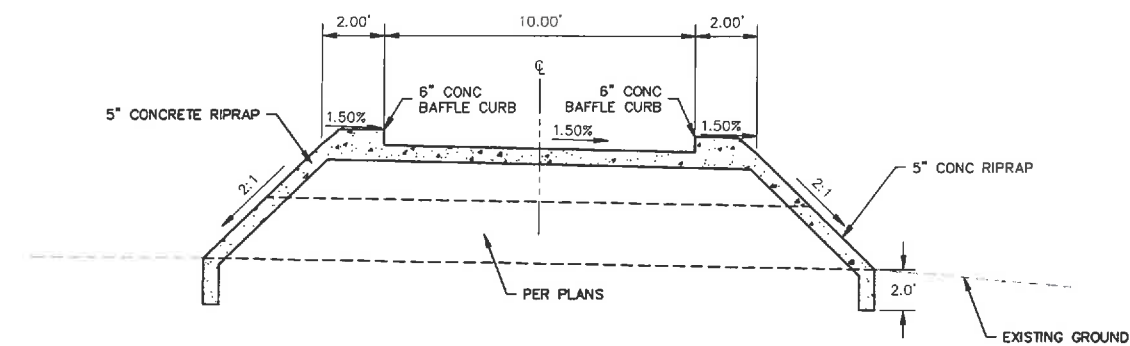




PROPOSED HERITAGE OAKS SEG. #3 TYPICAL SECTION  
STA 10+09.98 - STA 48+29.13



PROPOSED HERITAGE OAKS SEG #3 PURSER PARK CONNECTION TYPICAL SECTION  
STA 10+10.00 - STA 12+65.63  
STA 12+98.63 - STA 19+00.60



PROPOSED LOW WATER CREEK CROSSING PURSER PARK CONNECTION TYPICAL SECTION  
STA 12+65.63 - STA 12+98.63

- NOTES:
1. CONCRETE SHALL BE TXDOT CLASS A CONCRETE.
  2. SIDEWALK REINFORCEMENT SHALL BE #3 BARS @ 18" O.C.E.W.
  3. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%
  4. 5" CONC MOW STRIPS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SIUBSIDIARY TO ITEM 423.

For Interim Review Only  
These documents are released for the purpose of review and comment under the authority of  
MIKE W. KRIEDEL  
#83017  
AUGUST 28, 2017  
They are not to be used for construction purposes.

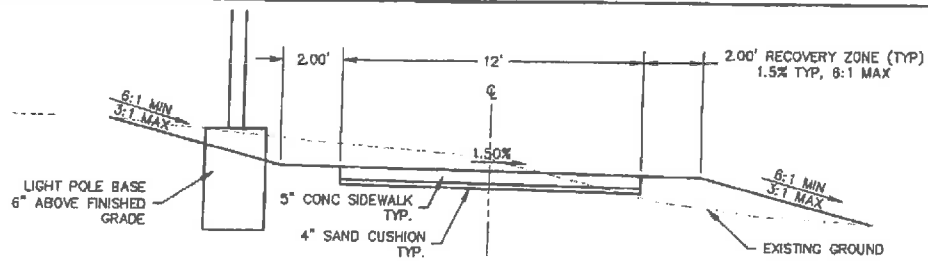
**ISSUED FOR 95%  
REVIEW AND  
COMMENT.**

NO.	DATE	REVISION	BY

**MITCHELL & ASSOCIATES, INC.**  
ENGINEERING & SURVEYING  
102 N. COLLEGE STREET  
KILLEEN, TEXAS 76541  
PHONE: (254) 634-5541 FAX: (254) 634-2141  
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 5241  
T. B. P. L. S. FIRM REGISTRATION NO. 100204-00

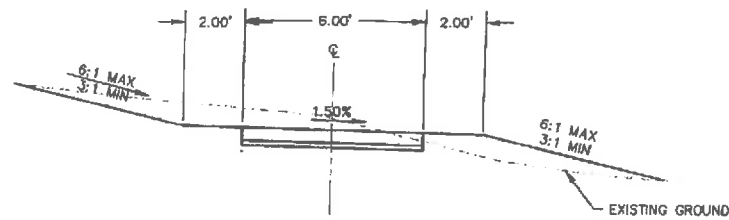
**CITY OF KILLEEN**  
**ROSEWOOD DRIVE  
EXTENSION**  
  
**HERITAGE OAKS SEG 3  
TYPICAL SECTIONS**

FED. RD. DIV. NO.	PROJECT NO.	HIGHWAY NO.	SHEET NO.
6	STP 2015(995)	CS	C008
STATE	DIST.	COUNTY	
TEXAS	WACO	BELL	
CONT.	SECT.	CONT.	
0909	36	152,ETC.	



**PROPOSED HERITAGE OAKS SEG #4 TYPICAL SECTION**  
 STA 11+93.79 - STA 19+72.07  
 STA 20+68.29 - STA 31+89.59  
 STA 32+95.15 - STA 69+22.31  
 STA 70+60.79 - STA 75+50  
 STA 87+07.68 - STA 95+96.89

**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 1 TYPICAL SECTION**  
 STA 15+44.94 - STA 19+14.27  
 STA 19+96.93 - STA 20+92.47



**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 1 TYPICAL SECTION**

STA 10+00.00 - STA 13+66.42  
 STA 14+32.68 - STA 15+24.58  
 STA 21+04.47 - STA 22+42.69

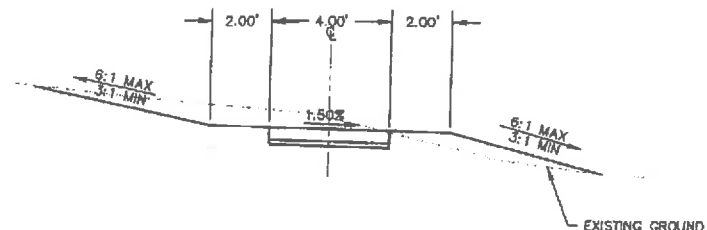
**SIDEWALK TRANS STA FROM 6' TO 12'**  
 STA 15+24.58 - STA 15+44.94

**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 2 TYPICAL SECTION**  
 STA 10+66.23 - STA 14+57.54

**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 3 TYPICAL SECTION**  
 STA 10+00.00 - STA 19+24.29  
 STA 20+64.13 - STA 21+26.92

**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 4 TYPICAL SECTION**  
 STA 10+06.00 - STA 12+56.19

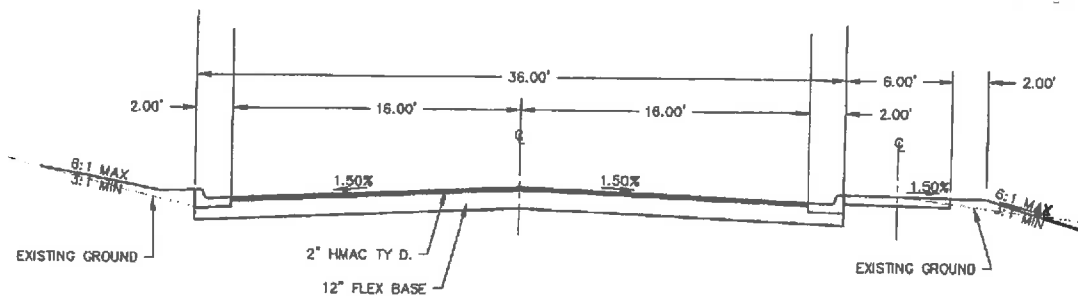
**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 5 TYPICAL SECTION**  
 STA 10+06.00 - STA 11+79.10



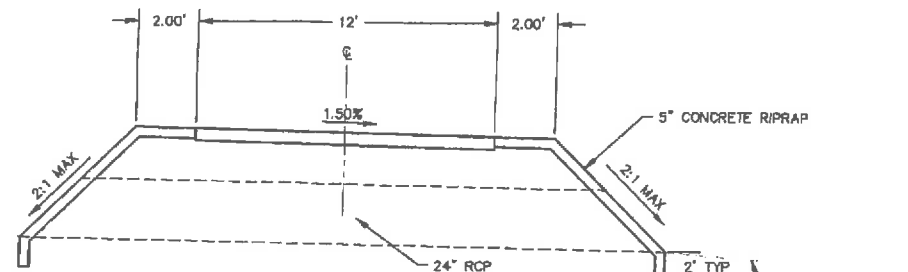
**PROPOSED HERITAGE OAKS SEG #4 TYPICAL SECTION**

STA 10+25.74 - STA 11+63.45

**SIDEWALK TRANS STA FROM 4' TO 12'**  
 STA 11+63.45 - STA 11+93.79



**TYPICAL SECTION PYRITE DRIVE**  
 STA 10+23.33 - STA 14+29.46



**PROPOSED HERITAGE OAKS SEG #4 LOW WATER CROSSING 1 TYPICAL SECTION**

STA 19+72.07 - STA 20+88.29

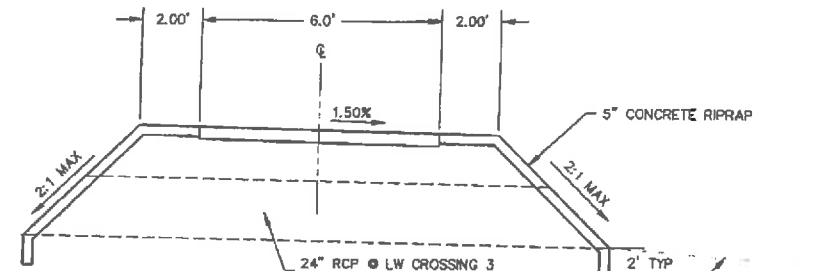
**PROPOSED HERITAGE OAKS SEG #4 LOW WATER CROSSING 2 TYPICAL SECTION**

STA 31+89.59 - STA 32+95.15

**PROPOSED HERITAGE OAKS SEG #4 LOW WATER CROSSING 4 TYPICAL SECTION**

STA 69+22.31 - STA 70+60.79

**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 1 LOW WATER CROSSING 6 TYPICAL SECTION**  
 STA 19+14.27 - STA 19+96.93

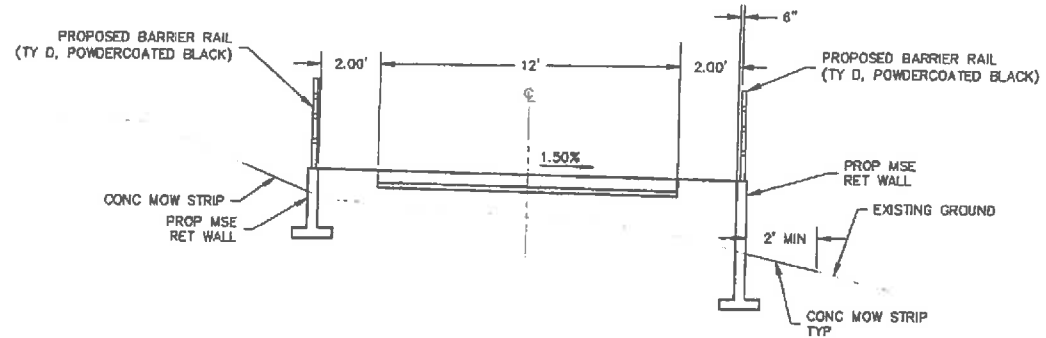


**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 3 LOW WATER CROSSING 3 TYPICAL SECTION**

STA 19+24.29 - STA 20+64.13

**PROPOSED HERITAGE OAKS SEG #4 CONNECTION 1 LOW WATER CROSSING 5 TYPICAL SECTION**

STA 13+66.42 - STA 14+32.68



**PROPOSED HERITAGE OAKS SEG #4 MSE RETAINING WALL TYPICAL SECTION**

STA 75+50 - STA 79+28.81

- NOTES:**
1. CONCRETE SHALL BE TXDOT CLASS A CONCRETE.
  2. REINFORCEMENT SHALL BE #3 BARS @ 18" O.C.E.W.
  3. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%.

For Interim Review Only  
 These documents are released  
 for the purpose of review and  
 comment under the authority of  
 MIKE KRUEGER  
 #95017  
 JUNE 1, 2017  
 They are not to be used for  
 construction purposes.

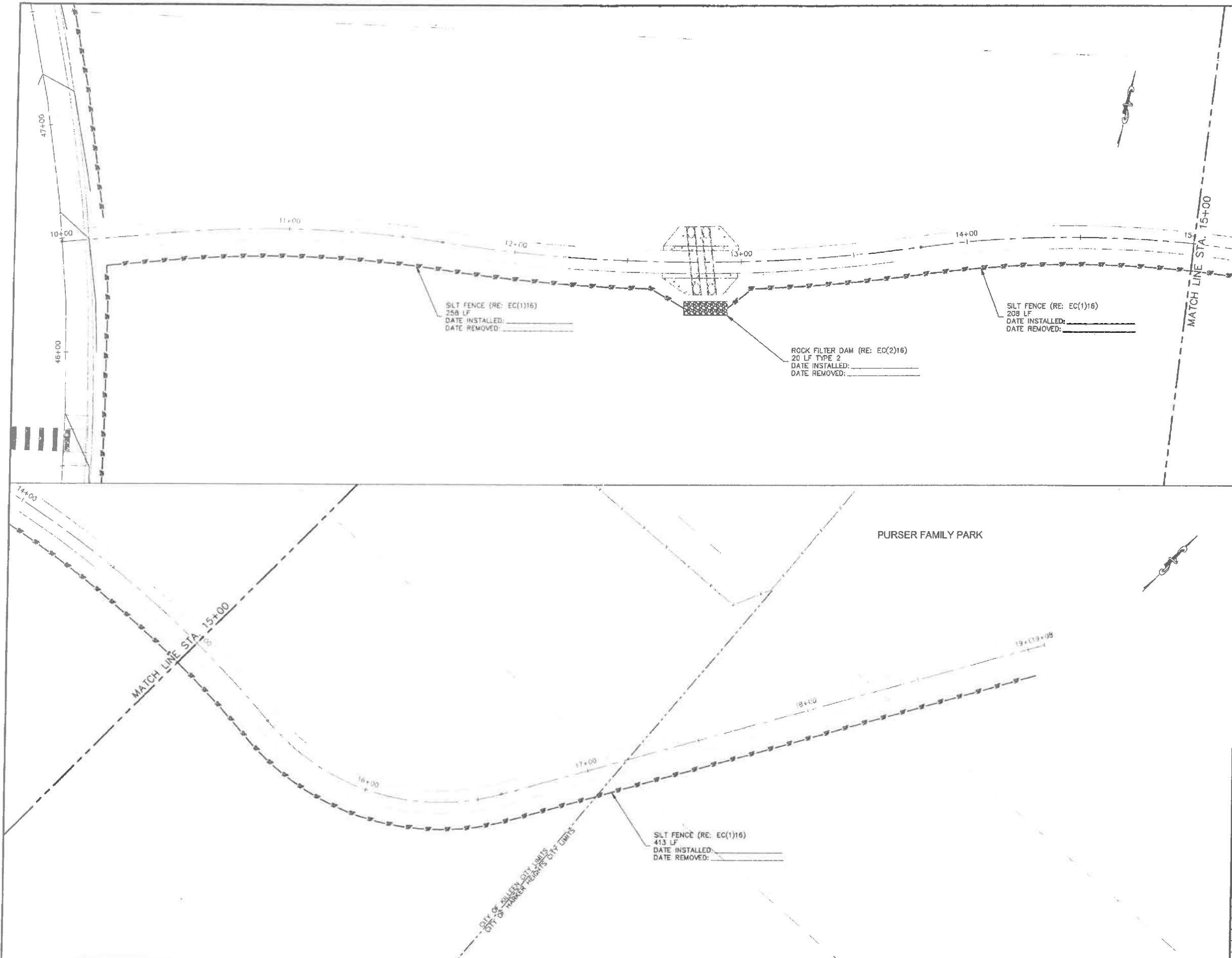
**ISSUED FOR 90%  
 REVIEW AND  
 COMMENT.**

NO.	DATE	REVISION	BY

**MITCHELL & ASSOCIATES, INC.**  
 ENGINEERING & SURVEYING  
 102 N. COLLEGE STREET  
 KILLEEN, TEXAS 76541  
 PHONE: (254) 634-5541 FAX: (254) 634-2141  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 7241  
 T. B. P. L. S. FIRM REGISTRATION NO. 100294-00

**CITY OF KILLEEN  
 ROSEWOOD DRIVE  
 EXTENSION  
 HERITAGE OAKS SEG 4  
 TYPICAL SECTIONS**

FED. RD. DIV. NO.	PROJECT NO.	HIGHWAY NO.	SHEET NO.
6	STP 2015(995)	CS	C009
STATE	DIST.	COUNTY	
TEXAS	WACO	BELL	
CONT.	SECT.	CONT.	
0909	36	152, ETC.	



**LEGEND**

- EXISTING CONTOUR LINES
- - - SILT FENCE
- [Hatched Box] CONSTRUCTION EXIT, ROCK RIPRAP OR ROCK FILTER DAM
- [Dashed Line] INLET PROTECTION

- NOTES:**
1. THE CITY OF KILLEEN ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION CONTROL ON SITE TO KEEP IN COMPLIANCE WITH THE CITY OF KILLEEN RULES & REGULATIONS. MODIFICATIONS TO EROSION CONTROLS EXCEEDING THE BID AMOUNT WILL BE PAID FOR BY THE CITY OF KILLEEN.
  2. CONTRACTOR WILL UTILIZE DUST CONTROL MEASURES DURING CONSTRUCTION.
  3. IF DISTURBED AREA WILL NOT BE WORKED ON FOR 14 DAYS, THE DISTURBED AREA SHALL BE STABILIZED BY REVEGETATION, MULCH, OR MATTING.
  4. ALL LOOSE EARTH MATERIAL MUST BE REMOVED FROM THE 100 YEAR FLOODPLAIN ON A DAILY BASIS.
  5. SLOPES GREATER THAN 3:1 ARE NOT PROPOSED ON THIS PROJECT, EXCEPT WHEN PROTECTED WITH CONCRETE RIPRAP. IF THERE IS DISTURBANCE OF EXISTING SLOPES GREATER THAN 3:1, SOIL RETENTION BLANKETS WILL BE USED AT THE CONTRACTOR'S EXPENSE.



For Interim Review Only  
 These documents are released for the purpose of review and comment under the authority of MIKE KRIEGL, #83017, JUNE 1, 2017. They are not to be used for construction purposes.

**ISSUED FOR 90% REVIEW AND COMMENT.**

NO.	DATE	REVISION	BY

**MITCHELL & ASSOCIATES, INC.**  
 ENGINEERING & SURVEYING  
 102 N. COLLEGE STREET  
 KILLEEN, TEXAS 76541  
 PHONE: (254) 634-5541 FAX: (254) 634-2141  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 5241  
 T. R. P. L. S. FIRM REGISTRATION NO. 100294-00

**CITY OF KILLEEN  
 ROSEWOOD DRIVE  
 EXTENSION  
 PURSER CONNECTION  
 EROSION CONTROL PLAN**

FED. RD. DIV. NO.	PROJECT NO.	HIGHWAY NO.	
B	STP 2015(395)	CS	
STATE	COUNTY	COUNTY	SHEET NO.
TEXAS	WACO	BELL	
CONT.	SECT.	CONT.	C104
0809	36	152,ETC.	

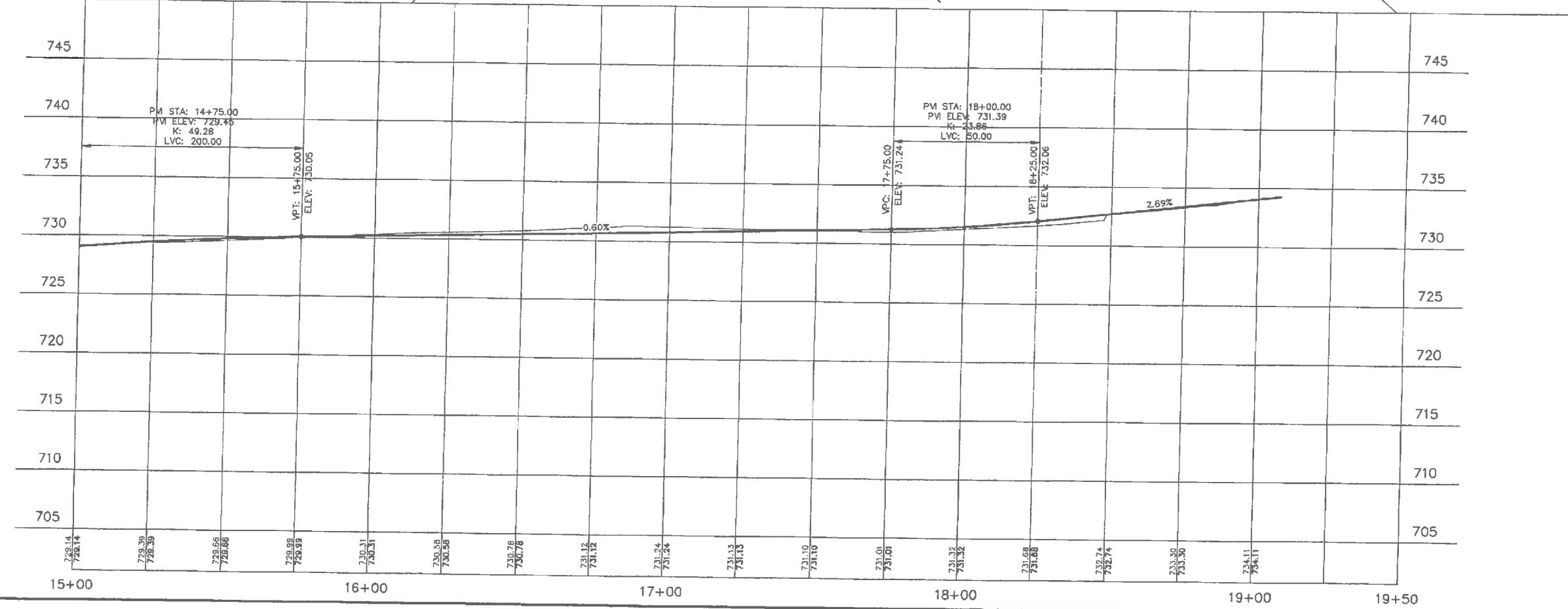
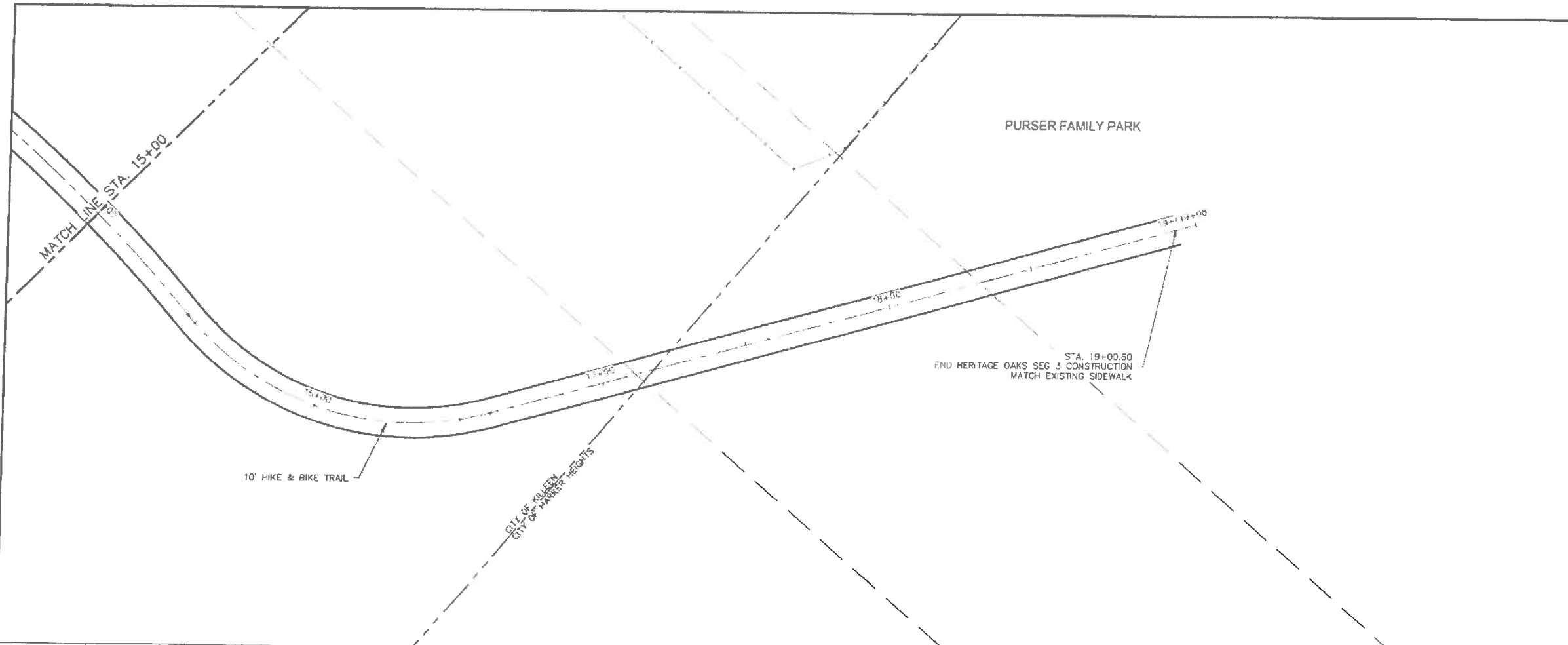
DRAWING NO. 1517-01-01 (REV. 06/01/17) DATE: 06/01/17 PROJECT: PURSER CONNECTION EROSION CONTROL PLAN SHEET NO. C104





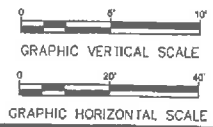






**LEGEND**

- EXISTING CONTOUR LINES
- PROPOSED CONTOUR LINES
- 100 YR FLOODPLAIN
- PROPOSED TRAIL/SIDEWALK
- EXISTING SANITARY SEWER
- EXISTING WOOD FENCE
- PROPOSED STORM DRAIN/CULVERT



*For Interim Review Only*  
 These documents are released for the purpose of review and comment under the authority of MIKE KRIEDEL #83017 JUNE 1, 2017. They are not to be used for construction purposes.

**ISSUED FOR 90% REVIEW AND COMMENT.**

NO.	DATE	REVISION	BY



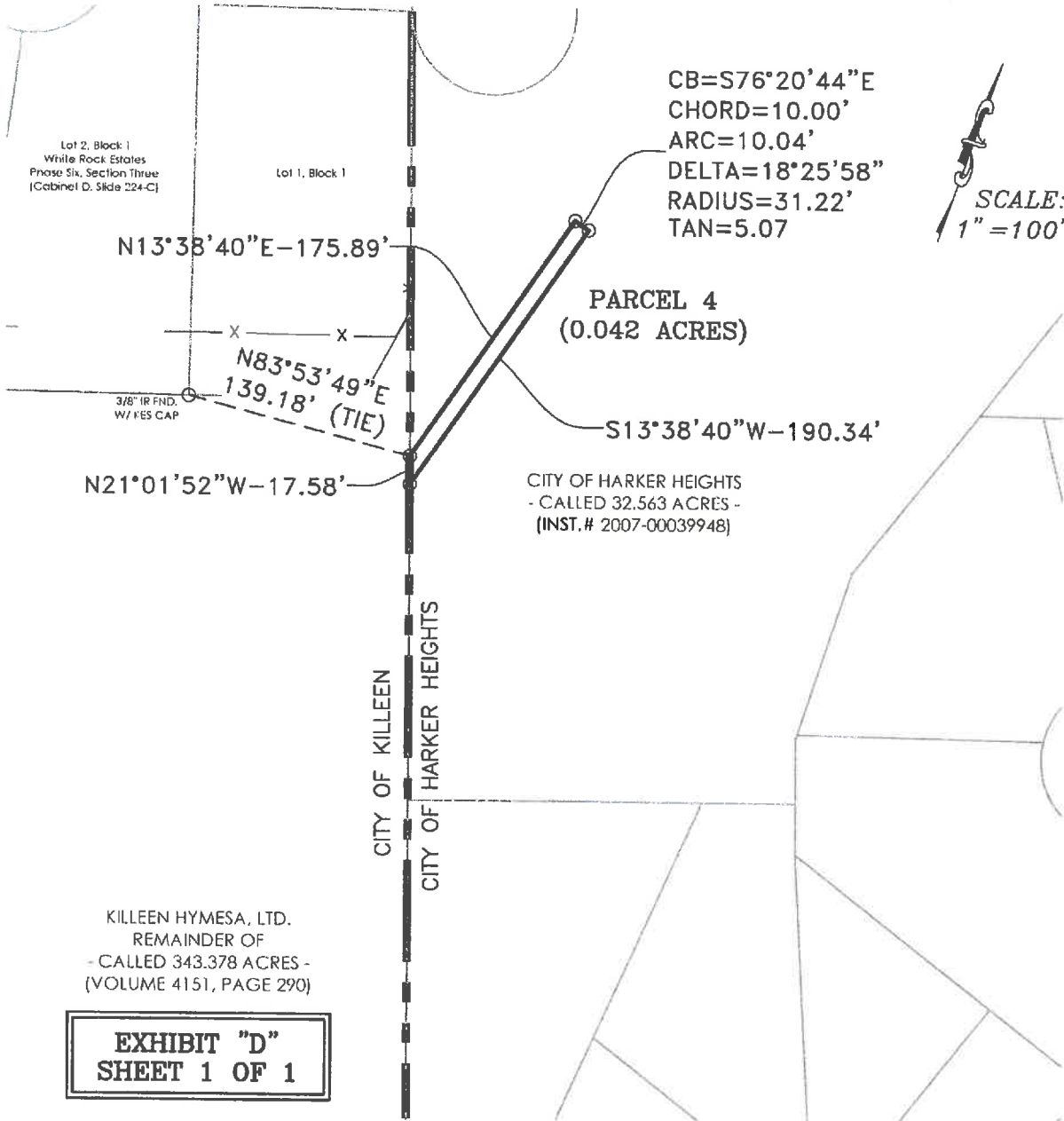
**MITCHELL & ASSOCIATES, INC.**  
 ENGINEERING & SURVEYING  
 102 N. COLLEGE STREET  
 KILLEEN, TEXAS 76541  
 PHONE: (254) 834-5541 FAX: (254) 834-2141  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 3241  
 E. & P. L. S. FIRM REGISTRATION NO. 100204-08

**CITY OF KILLEEN**  
**ROSEWOOD DRIVE EXTENSION**  
**PURSER CONNECTION PLAN & PROFILE (STA 15+00-END)**

FED. RD. DIST. NO.	PROJECT NO.	HIGHWAY NO.
6	STP 2015(995)	CS
STATE	DIST.	COUNTY
TEXAS	WACO	BELL
CONT.	SECT.	CONT.
0909	36	152.ETC.
SHEET NO.		
C217		



**MITCHELL & ASSOCIATES, INC.**  
**ENGINEERING & SURVEYING**  
 102 N. COLLEGE ST., KILLEEN, TEXAS (254) 634-5541  
 T. B. P. L. S. FIRM REGISTRATION NO. 100204-00



SCALE:  
 1" = 100'

KILLEEN HYMESA, LTD.  
 REMAINDER OF  
 - CALLED 343.378 ACRES -  
 (VOLUME 4151, PAGE 290)

**EXHIBIT "D"**  
**SHEET 1 OF 1**

\*\* SEE FIELD NOTES \*\*

0.042 ACRES TRACT PART OF THE  
 A. H. WOOD SURVEY, ABSTRACT NO. 886  
 HARKER HEIGHTS, BELL COUNTY, TEXAS

STATE OF TEXAS  
 COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, That I, Rex D. Haas, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, the said description is true and correct. Survey completed on the ground on May 22, 2017.

IN WITNESS THEREOF, My hand and seal this the 17th day of July, 2017.

**NOTES:**  
 1. SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT.  
 2. ALL BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NAD 83 (CORS 98), TEXAS CENTRAL ZONE AS PER LEICA TEXAS SMARTNET GPS OBSERVATIONS.  
 ALL DISTANCES ARE SURFACE DISTANCE.  
 COMBINED SCALE FACTOR=1.0001168.



*Rex D. Haas*  
 Rex D. Haas  
 Registered Professional  
 Land Surveyor, No. 4378

○=CORNERS ARE 1/2" IR W/ M&A CAP SET UNLESS OTHERWISE NOTED.

HIKE & BIKE TRAIL  
PARCEL 4  
0.042 ACRE

FIELD NOTES for a 0.042 acre tract of land in Bell County, Texas, being part of the A. H. Wood Survey, Abstract No. 886, and the land herein described being part of a called 32.563 acre tract conveyed to the City of Harker Heights, of record in Document #2007-39948, Official Public Records of Real Property, Bell County, Texas (O.P.R.R.P.B.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "M&A" set on the west line of said 32.563 acre tract and the east line of a called 343.378 acre tract conveyed to Killeen Hymesa, Ltd., of record in Volume 4151, Page 290, O.P.R.R.P.B.C.T., and being on the City Limit line dividing the City of Harker Heights and the City of Killeen, for the southwest corner of this tract, whence a 3/8" iron rod with cap stamped "KES" found at the southwest corner of Lot 1, Block 1, White Rock Estates, Phase Six, Section Three, an addition to the City of Killen, Texas, of record in Cabinet D, Slide 224-C, Plat Records of Bell County, Texas, bears S. 83° 53' 49" W., 139.18 feet;

THENCE in a northerly direction over and across said 32.563 acre tract, the following three (3) calls:

1. N. 13° 38' 40" E., 175.89 feet, to a 1/2" iron rod with cap stamped "M&A" set for the northerly corner of this tract;
2. along a curve to the left, having a radius of 31.22 feet, an arc length of 10.04 feet and a long chord bearing S. 76° 20' 44" E., 10.00 feet, to a 1/2" iron rod with cap stamped "M&A" set at the end of said curve, for a corner of this tract;
3. S. 13° 38' 40" W., 190.34 feet, to a 1/2" iron rod with cap stamped "M&A" set on the west line of said 32.563 acre tract, the east line of said 343.378 acre tract and said city limit line, for the southerly corner of this tract;

THENCE N. 21° 01' 52" W., 17.58 feet, with the west line of said 32.563 acre tract and the east line of said 343.378 acre tract, to the POINT OF BEGINNING containing 0.042 acre of land.

The bearings for the above description are based on the Texas Coordinate System, Central Zone, NAD 83 (CORS 96) as determined by Leica Texas SmartNet GPS observations.

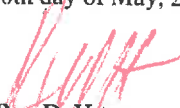
See accompanying drawing.

STATE OF TEXAS

COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I, Rex D. Haas, Registered Professional Land Surveyor, do hereby certify that the above described tract was surveyed on the ground and that this description is true and correct to the best of my knowledge and belief. Survey completed on the ground May 22, 2017.

IN WITNESS THEREOF, my hand and seal this the 26th day of May, 2017.

  
Rex D. Haas  
Registered Professional  
Land Surveyor, No. 4378





**ROSEWOOD DR/HERITAGE  
OAKS H&B ILA**

**RS-17-116**

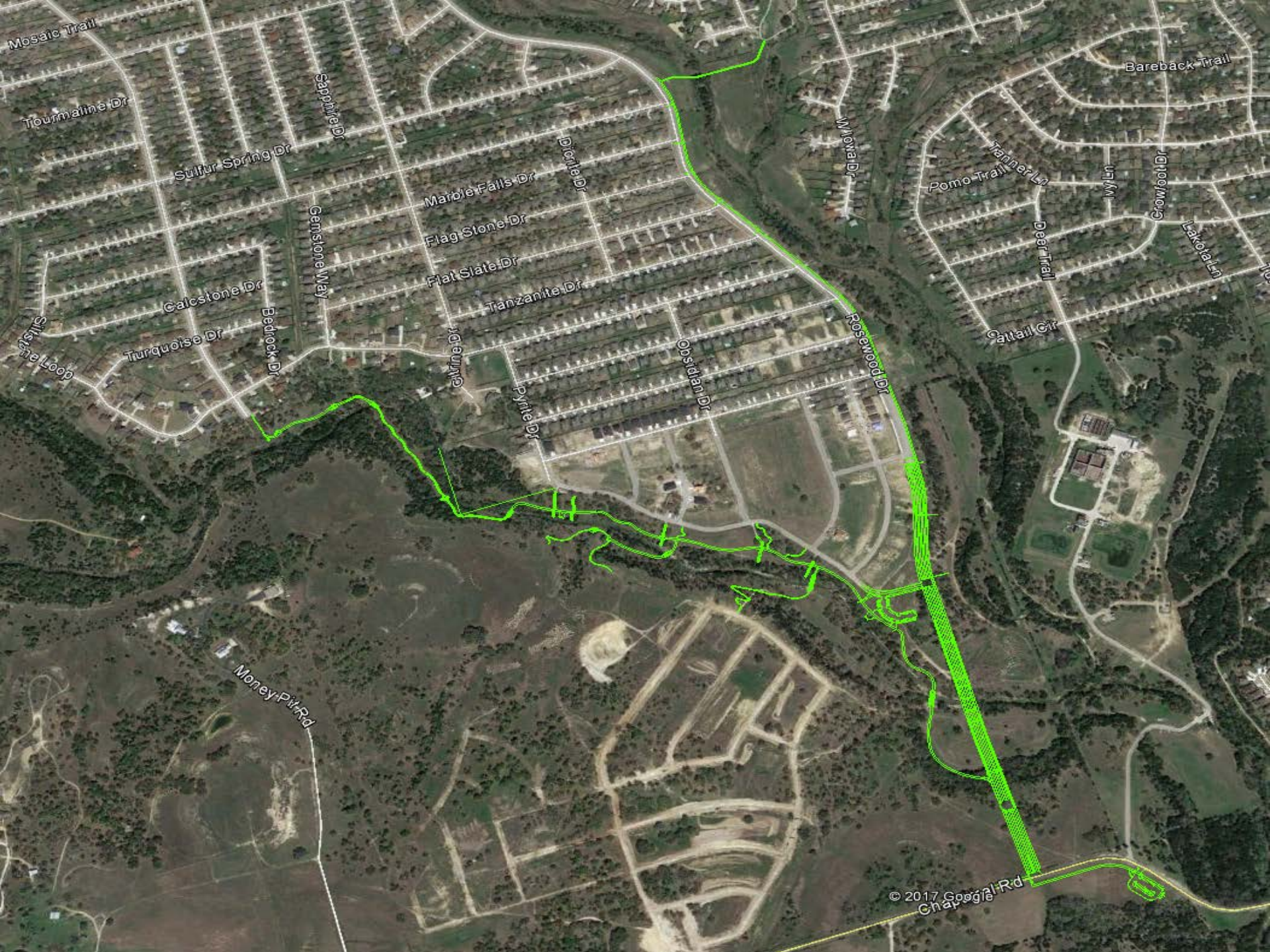
**October 17, 2017**

# Background



- Allows for connection of trail to Purser Park in Harker Heights.
- Allows for dedication of concrete trail to COHH upon completion.
- Establishes Killeen as the project lead.
- Allows COHH to furnish necessary easements/ROWs for trail construction.





Mosaic Trail

Tourmaline Dr

Sulfur Spring Dr

Sapphire Dr

Gemsstone Way

Marble Falls Dr

Flag Stone Dr

Flat Slate Dr

Tanzanite Dr

Turquoise Dr

Bedrock Dr

Culmine Dr

Clyde Dr

Obsidian Dr

Rosewood Dr

Pomo Trail

Tranner Ln

Bareback Trail

Deer Trail

Crowfoot Dr

Lakota Ln

Saltail Cir

Money Pk Rd

© 2017 Google Rd  
Chaparral Rd



# Alternatives/Recommendation

## Alternatives:

- Authorize the ILA and construct the connection to Purser Park.
- Eliminate the Purser Park connection
  - ▣ Places future funding at risk.

## Recommendation:

- City Staff recommends City Council authorize the City Manager to enter into an Interlocal Agreement with the City of Harker Heights.