



City of Killeen

Agenda

City Council

Tuesday, May 23, 2017

5:00 PM

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

Call to Order and Roll Call

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

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

1. [MN-17-011](#) Consider Minutes of Regular City Council Meeting of May 9, 2017.
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)
2. [MN-17-012](#) Consider Minutes of Special City Council Meeting of May 16, 2017.
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

Resolutions

3. [RS-17-047A](#) Consider a memorandum/resolution authorizing the acceptance of an \$80,000 contribution from the Greater Killeen Lions Foundation in exchange for agreeing to purchase, install, insure, and maintain a special needs playground to the standards outlined in the mutual agreement.
Attachments: [Staff Report](#)
[Agreement](#)
[Exhibit A](#)
[Exhibit B](#)
[Presentation](#)

4. [RS-17-047B](#) Consider a memorandum/resolution authorizing the purchase, installation, and insurance of special needs playground equipment at Lions Club Park through the TASB BuyBoard.
- Attachments:** [Staff Report](#)
[BuyBoard Quote -1](#)
[BuyBoard Quote -2](#)
[Certificate of Interested Parties](#)
[Presentation](#)
5. [RS-17-051](#) Consider a memorandum/resolution authorizing a lease agreement for the procurement of greens and fairways mowers for Stonetree Golf Course.
- Attachments:** [Staff Report](#)
[Buyboard Quote](#)
[Quotes for Purchase of Equipment](#)
[Lease Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)
6. [RS-17-052](#) Consider a memorandum/resolution to enter into a Memorandum of Understanding with Central Texas College and Texas A & M University - Central Texas regarding educational initiatives.
- Attachments:** [Staff Report](#)
[Memorandum of Understanding](#)
[Presentation](#)

Public Hearings

7. [PH-17-025](#) HOLD a public hearing and consider an ordinance readopting the youth curfew. (2nd of 2 readings)
- Attachments:** [Staff Report](#)
[Local Government Code](#)
[Ordinance](#)
[Presentation](#)
8. [PH-17-026](#) HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to transfer budgeted funds between departments within the General Fund and Solid Waste Fund.
- Attachments:** [Staff Report](#)
[Ordinance](#)
[Presentation](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on May 19, 2017.

Dianna Barker, City Secretary

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

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

Notice of Meetings

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

- Killeen Rodeo, May 18-20, 2017, Killeen Rodeo Grounds
- Memorial Day Ceremony, May 29, 2017, 10:00 AM, Killeen Civic & Conference Center
- City Council Orientation, May 30, 2017, 9:00 AM, City Hall

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City of Killeen

Legislation Details

File #: MN-17-011 **Version:** 1 **Name:** Minutes of May 23, 2017
Type: Minutes **Status:** Minutes
File created: 4/26/2017 **In control:** City Council
On agenda: 5/23/2017 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of May 9, 2017.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
May 9, 2017 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

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

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

Pastor Jones gave the invocation, and citizen Joziah Sims led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro-Tem Moore to approve the agenda, pulling item PH-17-014 from consideration. Motion seconded by Councilmember Rivera. The motion carried unanimously.

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the April 25th Regular City Council Meeting. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Resolutions

RS-17-048 Consider a memorandum/resolution authorizing the City Manager to enter into an interlocal agreement between the Cities of Killeen and Harker Heights for a Household Hazardous Waste Collection Event.

Staff comments: Jeff Reynolds

For this event sponsored by the City of Killeen, Killeen has asked the City of Harker Heights to provide event funding to enable their residents to participate in the household hazardous waste collection event. As the Cities of Killeen and Harker Heights share a common watershed, the routine participation of residents from the City of Harker Heights is desirable. Approving this multi-year agreement will facilitate that participation. Staff recommends that City Council authorize the City Manager to execute an Interlocal Agreement between the City of Killeen, Texas and Harker Heights, Texas.

Motion was made by Councilmember Rivera to approve RS-17-048. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

RS-17-049 Consider a memorandum/resolution for the re-adoption of eligibility, guidelines and criteria for tax abatements.

Staff comments: Tony McIlwain

In order to offer tax abatement, the City is required to establish guidelines and criteria governing tax abatement. There are no changes to the Guidelines and Criteria for this re-adoption. Staff recommends that the City Council elects to continue its eligibility under

state law to participate in tax abatements, and re-adopts the attached Tax Abatement Guidelines and Criteria for use.

Motion was made by Councilmember Fleming to approve RS-17-049. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

Ordinances

OR-17-006 Consider an ordinance amending Chapter 26 of the Code of Ordinances of the City of Killeen reverting final plat approval authority to the City Council and amending various sections of Chapter 26 as a housekeeping matter to ensure consistency with the new provisions.

The caption of the ordinance was read by the City Secretary.

AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; AMENDING CHAPTER 26 REQUIRING FINAL PLAT APPROVAL BY THE CITY COUNCIL; AMENDING VARIOUS SECTIONS OF CHAPTER 26 AS A HOUSEKEEPING MATTER TO ENSURE CONSISTENCY WITH NEW PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

At the City Council workshop meeting of April 18, 2017, the Council directed staff to provide an ordinance reverting final plat approval authority to the City Council. The effect of this ordinance shall revert the final plat approval authority, which was delegated to the Planning and Zoning Commission in 2014, back to the City Council.

Councilmember Okray made a statement for the record. See attached.

There was discussion regarding under what circumstances the City Council would have the authority to disapprove a plat, and whether the city's development regulations need to be reviewed.

City Manager Olson stated that policies regarding the platting approval process should be discussed by City Council at a future planning workshop.

Motion was made by Councilmember Kilpatrick to table OR-17-006 and bring back at a future workshop for further discussion. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Public Hearings

PH-17-025 HOLD a public hearing and consider an ordinance readopting the youth curfew. (1st of 2 readings)

The caption of the ordinance was read by the City Secretary.

AN ORDINANCE READOPTING A CURFEW FOR PERSONS UNDER SEVENTEEN YEARS OF AGE TO PROHIBIT THEIR BEING IN ANY PUBLIC PLACE FROM 11:00PM ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00AM THE FOLLOWING DAY, AND FROM 12:01 AM UNTIL 6:00AM ON ANY FRIDAY OR SATURDAY OR ON ANY DAY FROM JUNE 1 THROUGH AUGUST 15; PROVIDING DEFINITIONS; PROVIDING ENFORCEMENT PROCEDURES; PROVIDING PENALTIES CONSISTING OF A FINE FOR MINORS NOT TO EXCEED

\$500.00, AND FOR PARENTS OF MINORS CONSISTING OF A FINE OF NOT LESS THAN \$50.00, BUT NOT TO EXCEED \$500.00; ADOPTING CERTAIN DEFENSES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff comments: Police Chief Young

The Killeen Police Department has gathered statistics that show while juveniles continue to commit offenses during the curfew hours, the number of juvenile arrests during curfew has remained fairly constant in each of the preceding three years. This indicates that the enforcement of the curfew ordinance has kept juveniles off the streets during the curfew hours, thus making them less able to commit offenses or be victimized during those hours. The Police Department recommends council re-adopt the Youth Curfew ordinance.

Mayor Segarra opened the public hearing.

Bill Paquette, 515 Ray - has concerns regarding kids being out late at night and does not feel the city needs a curfew; parents should monitor their kids.

With no one else appearing the public hearing was closed.

PULLED FROM CONSIDERATION BY THE APPLICANT

PH-17-014 HOLD a public hearing and consider an ordinance requested by Victor Craig Mashburn and Denna Connel O'Connor to rezone approximately 1.39 acres out of the G.W. Farris Survey, Abstract No. 306, Killeen, Texas, from "B-3" (Local Business District) to "R-1" (Single-Family Residential District). The property is locally known as 708 E. Elms Road, Killeen, Texas.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Mayor Pro-Tem Moore, and unanimously approved, the meeting was adjourned at 6:07 p.m.

MEMORANDUM FOR RECORD

OR-17-006, 05-09-17

The objective of the ordinance proposes to revert plat approval authority, ceded to Planning and Zoning in 2014, back to the City Council, unifying the two-step approval process. The specific reasons for reverting approval authority are delineated, to ensure specifically consistency of terms and processes, respective to substantive changes of this ordinance and various other revisions to Chapter XXVI of the Code of Ordinances of the City of Killeen. I generally support reverting plat approval authority back to the City Council.

Section 26-11 speaks directly to the approval of plats in paragraph (b), subparagraph (1), (2), and (3). They deal with the general plans, rules and ordinances for the extension of the municipality or the extension, improvement or widening of its roads, streets, and public highways within the municipality, considers access and extension of sewer and water mains and the instrumentalities of public utilities, and any general plans, rules, or ordinances adopted under this chapter. The last revision to this section of the contemplated ordinance was Ordinance 14-009, subparagraph a, 02-11-14.

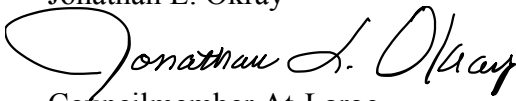
It was not an accurate assertion that the infrastructure criterion listed in subparagraph (b) of the ordinance are not germane -connected, relevant, and appropriate- in the plat approval process. I am open to receiving all interpretations aligning with the intent and spirit of this ordinance, that seeks to apply and enforce regulation that is necessary to promote orderly development of our city.

This body identified and implemented, but not receive to determine, the whole and cogent structure of proposed revenue streams that are necessary now and in the future to affect and promote orderly development of public infrastructure, associated and situated alongside development within our city and the extraterritorial jurisdiction of our city. To revert plat approval authority to this body, without rules, tools, and resourcing that are necessary to establishing, operating, maintaining, resourcing and provisioning for delivery of public infrastructure is "half baked, not a full cake".

Though I generally support reverting plat approval authority back to the City Council, I do not support ordinance I believe in its current state uncoupled, inadequate, lacking, and wanting in vision, regarding the plat approval process, specifically as it regards and is associated with fiscal streams, responsibility, and liability to deliver to the public at large. Chapter II, Article VI and Chapter XXVI of the Code of Ordinances are currently inadequate to meet the rigors required to deliver public infrastructure, reasonably and necessary to meet growth demands.

Current ordinance does not provide adequate contours or placeholders within them to guide contemplation of the plat approval process within the body of Planning and Zoning or the City Council. My hope is that this memorandum will clarify my statements made at workshop regarding this consideration. Edmund Burk stated, "bad laws are the worst sort of tyranny"¹. The current form of Chapter XXVI is indicative of such law or ordinance. Given our growth trajectory the statement made is relevant and fitting.

Jonathan L. Okray



Councilmember At-Large

¹ "Edmund Burke," *Wikipedia*, April 20, 2017, accessed May 9, 2017, https://en.wikipedia.org/w/index.php?title=Edmund_Burke&oldid=776372592.



City of Killeen

Legislation Details

File #:	MN-17-012	Version:	1	Name:	Minutes of Special City Council Meeting of 05-16-17
Type:	Minutes	Status:		Status:	Minutes
File created:	4/27/2017	In control:		In control:	City Council
On agenda:	5/23/2017	Final action:		Final action:	
Title:	Consider Minutes of Special City Council Meeting of May 16, 2017.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Minutes Okray Memorandum for Record				

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		

City of Killeen
Special Called City Council Meeting
Killeen City Hall
May 16, 2017 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

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

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

Approval of Agenda

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

Ordinances

OR-17-007 Consider an ordinance canvassing the returns and declaring results of the May 6, 2017 General Election.

The City Secretary read the caption of the ordinance.

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD MAY 6, 2017 FOR THE ELECTION OF A DISTRICT COUNCIL MEMBER FOR DISTRICT 1, DISTRICT 2, DISTRICT 3 AND DISTRICT 4.

Staff comments:

Prior to the meeting Councilmember Okray, Councilmember Rivera, and Councilmember Johnson verified the results of the May 6th election. Councilmember Okray read the ordinance that certified the election results, stating the number of votes each candidate received, and that Shirley Fleming was elected as Councilmember for District 1, Debbie Nash-King was elected as Councilmember for District 2, Jim Kilpatrick was elected as Councilmember for District 3, and Steve Harris was elected as Councilmember for District 4.

Motion was made by Councilmember Rivera to approve OR-17-007, declaring Shirley Fleming the elected for District 1, Debbie Nash-King the elected for District 2, Jim Kilpatrick the elected for District 3, and Steve Harris the elected for District 4. Motion was seconded by Councilmember Young. Motion carried unanimously.

Special Recognitions

Mayor Segarra presented Mayor Pro-Tem Moore and Councilmember Young with plaques and thanked them for their service to the City of Killeen.

Oath of Office and Certification of Election

The City Secretary administered the Oath to Shirley Fleming, Debbie Nash-King, Jim Kilpatrick, and Steve Harris. Mayor Segarra presented the Certification of Election.

Standards of Conduct

The City Manager, Ron Olson, read the Standards of Conduct while the entire new council signed the Standards of Conduct.

Call to Order and Roll Call of New City Council

The new council was seated at the Dias. Mayor Segarra called the meeting to order and took roll call, noting that each councilmember was present.

Resolutions

RS-17-050 Consider a memorandum/resolution to elect a Mayor Pro-Tem.

Mayor Segarra asked for nominations.
Councilmember Fleming nominated Councilmember Johnson.
Councilmember Rivera nominated Councilmember Kilpatrick.
Mayor Segarra asked for votes to appoint Councilmember Johnson as Mayor Pro-Tem.
Councilmembers Fleming, Johnson and Harris voted in favor.
Mayor Segarra asked for votes to appoint Councilmember Kilpatrick as Mayor Pro-Tem.
Councilmembers Rivera, Kilpatrick and Nash-King voted in favor.
Councilmember Okray abstained from voting for either candidate, and made a statement for the record. See attached.

Mayor Segarra broke the tie by voting for Councilmember Kilpatrick. New Mayor Pro-Tem Kilpatrick took the Mayor Pro-Tem seat next to Mayor.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Councilmember Rivera, and unanimously approved, the meeting was adjourned at 5:27 p.m.

Jose L. Segarra, Mayor

Dianna Barker, City Secretary

MEMORANDUM FOR RECORD
RS-17-050, 05-16-17

My vote is no for any member of this body contending to be Mayor Pro Tempore, who may be implicated with violating the spirit or proscribed statutes of The Texas Open Meetings Act. This memorandum, to be submitted to the City Secretary, will fully elucidate the reasoning of my vote action. In accordance with a memorandum for record, submitted September 7, 2016 relating to DS-16-142, employment evaluation of the Interim City Manager, I asserted evidence regarding questionable ethical conduct of various members of this body, possibly enjoined in a walking quorum, in violation of the Texas Open Meetings Act.

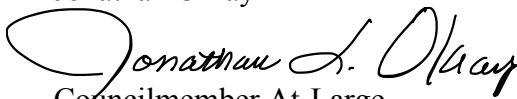
Public knowledge of possible violation of The Act is relevant and appropriate to this discussion and consideration. Two hundred thirty-five days of email correspondence to the Killeen Daily Herald, its chronic apathy to shed rays of sunlight to provide windows for the public to view its government- derelict in its fiduciary obligation to fully inform the public- is also relevant and appropriate to this discussion and consideration.

March 24, 2017, I received an update from Chief Young regarding the status of two voluntary statements I have made to the Killeen Police Department. One of the statements is relevant to the September 7, 2016 Memorandum for Record and is relevant and appropriate to this discussion and consideration. According to the update provided by Chief Young, the Bell County Attorney's Office reviewed the complaint and advised that the element of offense was not present so the case is suspended.

According to the Texas Open Meetings Act¹, Section VI, F. New Technologies and Social Media, neither the courts nor the Attorney General have determined the applicability of the [Act] to these new technologies, however, under the current interpretations of the Act, a quorum would exist if a majority of the governmental body discussed public business on a Facebook wall. The Facebook wall could be closed to the public, or open; however, absent prior notice of the "meeting" the [members of the governmental body] could be in violation of the [Act]. A similar situation could arise with Twitter where members can have public or private accounts. The Eighty-second Legislature considered various bills that would amend chapter 551 regarding such new technologies and social media, but enacted none. The Eighty-third Legislature did not enact any new provision expressly related to social media, although it authorized governmental bodies to communicate through an online message board under section 551.006.

In the context to The Act, I believe valid contrast exist and that there is a world of difference between suspension and dismissal as it regards this consideration.

Jonathan Okray



Councilmember At-Large

¹ "Microsoft Word - Newly Typed version_Post Agency Review_092215 - OMA_handbook_2016.pdf," n.d., accessed May 17, 2017, https://www.texasattorneygeneral.gov/files/og/OMA_handbook_2016.pdf.



City of Killeen

Legislation Details

File #:	RS-17-047A	Version:	1	Name:	Greater Killeen Lions Foundation Special Needs Playground Agreement
Type:	Resolution	Status:		Status:	Resolutions
File created:	3/11/2017	In control:		In control:	City Council
On agenda:	5/23/2017	Final action:		Final action:	
Title:	Consider a memorandum/resolution authorizing the acceptance of an \$80,000 contribution from the Greater Killeen Lions Foundation in exchange for agreeing to purchase, install, insure, and maintain a special needs playground to the standards outlined in the mutual agreement.				
Sponsors:	Community Services Department, Killeen Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Staff Report Agreement Exhibit A Exhibit B Presentation				

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		
5/2/2017	1	City Council Workshop		



STAFF REPORT

DATE: April 18, 2017

TO: Ronald L. Olson, City Manager

FROM: Brett E. Williams, Executive Director of Community Services

SUBJECT: Greater Killeen Lions Foundation Special Needs Playground Agreement

BACKGROUND AND FINDINGS:

Staff made a presentation to the Greater Killeen Lions Foundation in the fall of 2016 to gauge the organization's interest in partnering to fund the construction of a special needs playground within Lions Club Park. The Greater Killeen Lions Foundation, which is comprised of members from the Killeen Evening Lions Club and Killeen Noon Lions Club, committed \$40,000 to serve as the required matching contribution for the organization to be the recipient of a \$40,000 grant from the Lions Club International Foundation. The partnership with the Greater Killeen Lions Foundation would enable the scope of the project to be doubled in funding from \$80,000 to \$160,000.

The Greater Killeen Lions Foundation seeks to have a signed agreement in place to ensure the City of Killeen is committed to maintaining a special needs playground for the duration of the life of Lions Club Park. The organization seeks assurances that the City of Killeen provides annual funding to ensure that any repairs required to the special needs playground as a result of normal wear and tear, vandalism, or misuse will be repaired in a timely fashion. The organization also seeks assurances that the City of Killeen is committed to guarantee any necessary repairs are done in compliance with the originally-approved layout.

THE ALTERNATIVES CONSIDERED:

Funding the project without the support of the Greater Killeen Lions Foundation would reduce the scope of the project by fifty percent. The reduction would result in a roughly fifty percent decrease in the size of the play surface. Amenities eliminated due to the reduced funding would be the following:

- Shade structures
- ADA swing structures
- Spinning structures
- Climbers
- Balance beam structure

Which alternative is recommended? Why?

Staff recommends City Council authorize the city manager to enter into an agreement with the Greater Killeen Lions Foundation to access \$80,000 for the construction of a special needs playground with the stipulations outlined in the mutual agreement.

The proposed partnership with the Greater Killeen Lions Foundation doubles the size of the project in terms of play surface. The partnership also results in added features that specifically target youth that encounter accessibility issues at traditional play structures in our community. The project as presented provides added value and amenities for the community.

Parks and Recreation recognizes the value added to projects when partnerships are formed with local clubs/organizations. Partnerships such as this promote community involvement and ownership. Parks and Recreation has partnered with several local organizations to facilitate added value to projects. Groups such as Mickey's Convenience Stores, Junior Service League of Killeen, and the Kiwanis Club are some of the organizations that the City of Killeen has successfully partnered with over the years. These partnerships have resulted in over a \$500,000 in capital projects done within our parks system.

CONFORMITY TO CITY POLICY:

The proposed Parks Master Plan Update identifies the need for an all abilities / special needs playground to be constructed within Killeen's park system.

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

Fiscal Year 2016-2017 fiscal impact would be \$80,000.

Is this a one-time or recurring expenditure?

This agreement outlines the requirements of the City to maintain the special needs playground to the standards of the original specifications at a minimum. The City will be obligated to allocate funds on an annual basis to provide specific maintenance related to this facility. In addition, replacement costs will be incurred as equipment becomes worn and outdated. Staff would recommend an annual line item budget of \$10,000 with the requirement that all purchases via this account are exclusively for compliance with the attached agreement.

Is this expenditure budgeted?

Funds in the amount of \$80,000 are available in account 348-3490-800.58-91 (Lions Park Playground) for the City's matching portion of the \$160,000 project.

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 authorize the city manager to enter into an agreement with the Greater Killeen Lions Foundation to access \$80,000 for the construction of a special needs playground with the stipulations outlined in the mutual agreement.

DEPARTMENTAL CLEARANCES:

City Attorney
Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Exhibit A
Exhibit B



May 25, 2017

AGREEMENT BETWEEN THE CITY OF KILLEEN AND GREATER KILLEEN LIONS FOUNDATION

Greater Killeen Lions Foundation and the City of Killeen agree to the following as it pertains to the purchase, installation and maintenance of a Special Needs Playground.

Greater Killeen Lions Foundation agrees to the following:

1. Contribute \$80,000 for the construction of a Special Needs Playground at Lions Club Park. The sum of the funds is derived from the breakdown of contributions listed below.
 - \$20,000 via the Killeen Evening Lions Club
 - \$20,000 via the Killeen Noon Lions Club
 - \$40,000 via the Lions Clubs International Foundation
2. Provide a copy of the grant agreement between the Greater Killeen Lions Foundation and Lions Club International Foundation to ensure proper compliance with the parameters of the agreement related to the purchase and installation of a Special Needs Playground. Compliance with the grant agreement lies with the Greater Killeen Lions Foundation.
3. Be responsible for all administrative requirements related to the grant agreement for the Special Needs Playground as outlined in Exhibit B of this agreement.
4. Provide the City of Killeen with documents related to the required signage and plaque to be located at the Special Needs Playground.

City of Killeen agrees to the following related to the purchase, installation and maintenance of the Special Needs Playground:

1. Contribute \$80,000 for the construction of a Special Needs Playground in Lions Club Park.
2. Purchase the required equipment and associated amenities for the playground using the combined funds of the City of Killeen and Greater Killeen Lions Foundation. The purchase will be made in compliance with the agreed upon layout as outlined in Exhibit A.
3. Oversee the installation of the playground at Lions Club Park, located at 1600 E. Stan Schlueter Loop, in the vicinity of the Lou Hansen Pavilion.
4. Complete the project within twelve months of executing this agreement.
5. Correct any malfunctions of equipment at the location of the project within sixty (60) days of identifying the issues and provide written notice to the



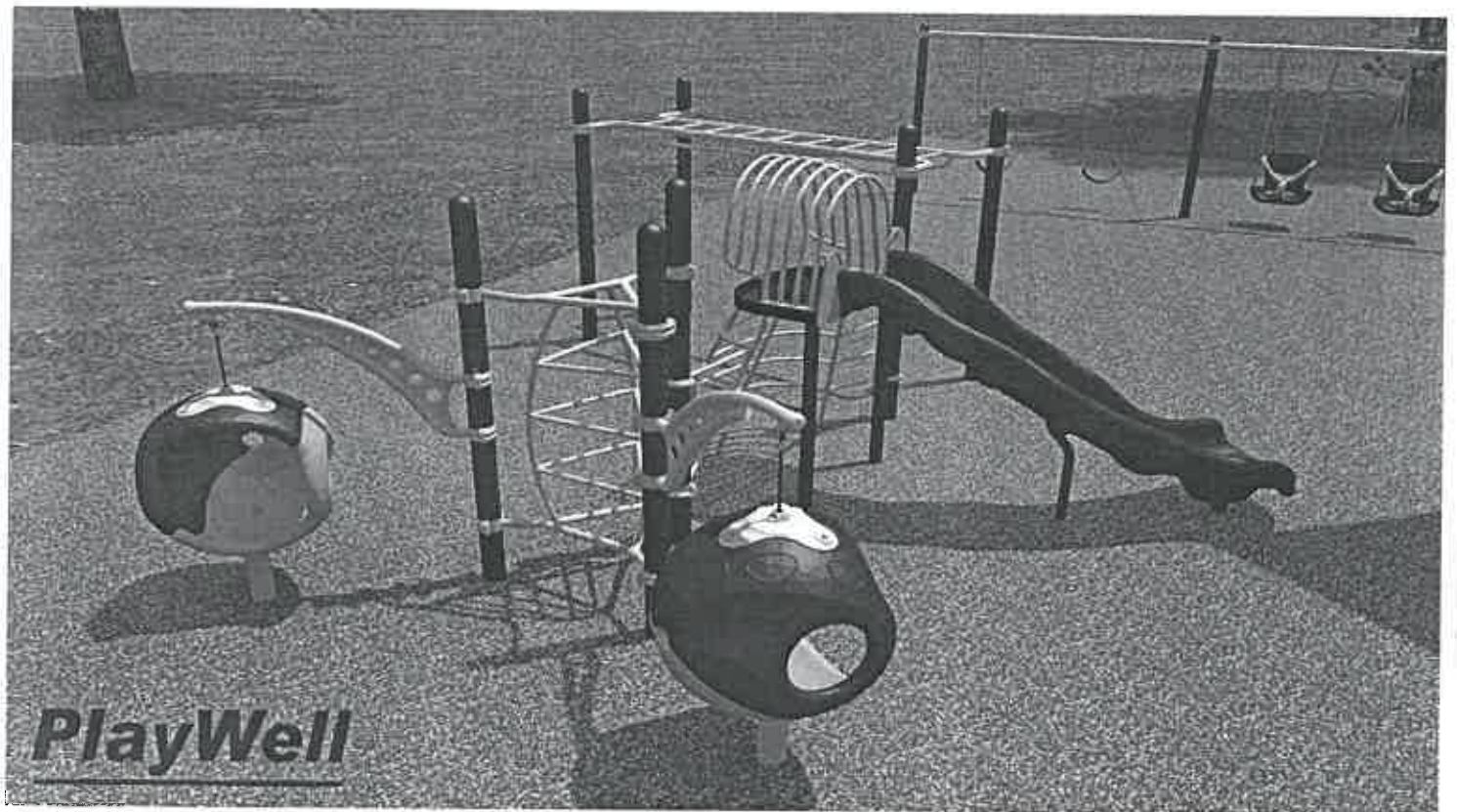
- Greater Killeen Lions Foundation Board of Directors of any issues that would prevent any maintenance from being completed within (sixty) 60 days as described in this agreement.
6. Ensure that no alterations to the project in the first twenty-five (25) years after opening result in the facility being less accessible for special needs children.
 7. Provide written notice to the Greater Killeen Lions Foundation Board of Directors of any intent to alter the original design of the project as outlined in Exhibit A.
 8. Assist the Greater Killeen Lions Foundation in complying with the terms and conditions of the agreement (Exhibit B) between the Lions Club International Foundation and the Greater Killeen Lions Foundation as it relates to the installation of the playground.
 9. Install signage in accordance to standard City of Killeen park signage to include the title of Lion's Club's International Foundation and Greater Killeen Lions Foundation Special Needs Playground.
 10. After twenty-five (25) years, the City of Killeen and the Greater Killeen Lions Foundation will review this agreement to ensure that a special needs playground at the location remains a community need and a beneficial option for public recreation.

Shane Isdale
Greater Killeen Lions Foundation President

Ronald L. Olson
City Manager, City of Killeen

INCLUSIVE PARK

City of Killeen



PlayWell

INCLUSIVE PARK

City of Killeen



INCLUSIVE PARK

City of Killeen



PlayWell

INCLUSIVE PARK

City of Killeen



INCLUSIVE PARK

City of Killeen



Supporting Documentation: LCIF Standard Grant Application

Disability Playground for Special Needs Children's Project

**Texas Lions - District 2X-3
Killeen Evening & Killeen Noon Lions Clubs**

Summary

Killeen Evening and Killeen Noon Lions Clubs hereby make application for a Lions Clubs International Foundation Standard Grant in support of a disabled/handicapped playground servicing Bell County children with disabilities and special needs in the amount of \$40,000 USD. This application is dated June 30, 2016 for earliest action.

The City of Killeen Parks and Recreation, Killeen Evening Lions Club, and Killeen Noon Lions Club have partnered together to build a special needs playground that will service the children of Bell County who have a variety of disabilities. This playground will serve not only those with physical handicaps but also other disabilities such as autism. It will be the first playground of its kind in the community. A copy of plans for the disability and special needs playground will be attached.

Killeen Evening and Killeen Noon Lions Clubs have been leading supporters of Killeen Parks and Recreation for decades. Both clubs have long and effective relationships with Killeen Parks and Recreation and look forward to continuing this relationship for many more years. We have agreed to partner for this application in the best tradition of Lions working together to accomplish more.

Cash donations secured to date total \$40,000 --- Killeen Evening Lions Club \$20,000 and Killeen Noon Lions Club \$20,000. The Clubs currently hold all funds in cash, and will guarantee this amount to the District Treasury to satisfy grant award requirements.

The City of Killeen currently has \$80,000 of the funds needed to complete construction of the special needs playground. All future operating, maintenance and administrative expense will be the responsibility of the City of Killeen. We have high confidence that the City of Killeen will maintain this playground to Lions' standards.

Respondent to *Standard Grant Criteria* LCIF 27-11 P. 2

- 1: The City of Killeen Parks and Recreation's Disability Playground for Special Needs Children \$160,000 expense is beyond our Lions Clubs' capacities. Killeen Evening Lions Club and Killeen Noon Lions Club of Texas District 2X-3 are applicants.
- 2: The City of Killeen does not currently have a playground that is hospitable to children with disabilities of any kind. This playground is specifically for those children with the needs of them in mind when planning the designs. There is play equipment for a variety of different needs that will be located in this playground.
- 3: This application is compliant with stated criteria.
- 4: Both clubs are long-time supporters of Killeen's Parks and Recreation. The City of Killeen held a focus group to identify the biggest need in our community and a playground for children with disabilities and special needs was identified. Both Clubs have members with children that have special needs and disabilities. The City of Killeen then asked us to partner with them on this much needed project.
- 5: The Killeen Evening and Killeen Noon Lions Clubs have raised \$40,000 to satisfy our half of a Standard Grant match. These funds are available for deposit to the District 2X-3 Treasury at such a time as may be required for the grant administrator, project chair, and cabinet treasurer to act.
- 6: All funds are in cash.
- 7: This is a one-time grant to the City of Killeen Parks and Recreation towards the cost of the construction of the disability playground for special needs children. No additional funds will be requested by our clubs from LCIF in the future for this project.
- 8: Operating expenses will be borne solely by the City of Killeen Parks and Recreation, who has shown sufficient reserves to maintain and operate the new playground.
- 9: Not applicable. Not a clinic or hospital grant.
- 10: Standard grant criteria best fit this request from options available.

- 11: The City of Killeen is committed to full recognition for our parts for funding the Special Needs Playground, offering naming rights for our clubs in certain venues, and its full appreciation and good offices.

Respondent to *Standard Grant Regulations, LCIF Form 27-11 p.3*

- 1: District Governor signatures and copies of District 2X-3 Cabinet meeting minutes will be provided to verify compliance and grant administrator endorsement. All funds will be paid out to the City of Killeen Parks and Recreation on receipt. Form LCIF 27 is enclosed.
- 2: This application is submitted by the Killeen Evening and Killeen Noon Lions Clubs of District 2X-3 Texas. It will be endorsed by resolution of the 2X-3 District Cabinet. MD2X-3 Council Chair will be notified of said action per minutes of the Cabinet meeting.
- 3: The Disability Playground for Special Needs Children's Project is contained entirely in the USA.
- 4: Our \$40,000 match request is within the \$100,000 maximum and all funds are collected and ready for disbursement.
- 5: Our combined total of \$80,000 meets the limit of 50% of the total project expense allowed for developed countries.
- 6: This is the only active Standard Grant request from District 2X-3 at this time.
- 7: The Disability Playground for Special Needs Children's Project is not under construction now. Construction will commence once all funding has been received. All funds will be used to complete construction and not be used to retire debt or other prohibited uses under section 7.
- 8: No member of the Killeen Evening or Killeen Noon Lions Clubs will accrue a financial, personal, or business benefit from this application, in compliance with section 8 and Lions Ethics.
- 9: Our District 2X-3 Treasurer and District Governor are prepared to accept their respective responsibilities.
- 10: Closeout letters will be prepared on receipt of a donor acknowledgement letter from the City of Killeen Parks and Recreation, and forwarded to LCIF Grant Administration for clearance.

11/12/13/14 Not Applicable

Respondent to Project Description, application page 4

- 1: Submission Date is June 30, 2016
2. Disability Playground for Special Needs Children's Project
- 3: Amount Requested: \$40,000.



**Lions Clubs International
FOUNDATION**

January 28, 2017

Glenn Brandt
District Governor, 2-X3
Lions Clubs International

Dear Governor Brandt,

I am pleased to inform you that at their recent board meeting, the LCIF Trustees approved LCIF Standard Grant STD15460/2-X3 in the amount of US\$40,000 to equip a handicapped accessible playground. I take this opportunity to congratulate you and your fellow Lions for your efforts on behalf of those in need in your community.

LCIF is prepared to release this grant in its entirety once all of the following conditions have been met:

- Read, sign and return the enclosed grant agreement. Keep a copy for your files.
- Verify the collection of the required local matching funding. This can be documented with a current bank statement.
- Provide LCIF with the district's Taxpayer Identification Number (EIN). Clarify the district's IRS Code Classification (501c3 or 501c4).

Grantees have six months from the date of approval to collect all local matching funds and the grant funded project must be completed within two years from the date of approval. Extensions may be given on a case by case basis.

As District Governor in office at the time this grant was approved, you have been designated the grant administrator. You are responsible for ensuring that grant funds are properly accounted for, that all the grant objectives are met and that LCIF receives the appropriate project reports. Reports must include a complete and accurate record of the funds received and expenses incurred under this grant, including receipts. The format of the financial section of this report should show a comparison between anticipated and actual expenditures. This accounting should also detail exactly how the LCIF grant funds were used.

Additionally, project reports must include a narrative section on the project activities and the benefits achieved, as well as newspaper clippings and photographs of the equipment and facilities. These will help us to publicize and promote the purposes and works of LCIF. Action photographs of publishable

11/11/17
11/11/17

quality of the project and of individuals benefiting from its use are especially helpful.

LCIF grant funds are disbursed in the name of Lions districts. If you prefer that funds are sent electronically to your district account, please provide LCIF with the following information: name and number of the account, address, fax and telephone numbers of the bank, name of contact person at bank, and routing code (known as ABA or SWIFT code) of the bank. Should local conditions necessitate special arrangements concerning the transfer of funds, please advise LCIF. For countries where LCI maintains active bank accounts, grant funds will be disbursed from those accounts in the local currency. In the event that the local accounts have an insufficient balance, United States dollars may be ~~disbursed~~. This will be done at the discretion of LCI and LCIF.

This grant has been approved to support the efforts of your district to equip a handicapped accessible playground and shall only be used for that purpose. Any portion of the grant unexpended at the completion of the project shall be immediately returned to LCIF. Similarly, the grant was based upon a detailed expense budget provided in the grant application. No significant changes may be made to the approved budgetary allocation without LCIF's prior written approval. By making this grant, LCIF assumes no obligation to provide other or additional support to the grantee.

Your district must also assure LCIF of proper recognition for its role in this project, as required per grant criteria item 11. A plaque bearing the inscription, "This project made possible through the cooperation of Lions Clubs International Foundation" should be prominently displayed. The plaque can be ordered from Lions Clubs International Club Supplies. All promotional materials must likewise acknowledge LCIF's involvement with this project. Confirmation acknowledging LCIF's involvement with the project must be included with your final report.

You will find a grant agreement at the end of this letter. Please sign the agreement and return it to the LCIF Humanitarian Programs Department within 30 days to confirm your willingness to accept the responsibility of serving as grant administrator as outlined in this letter. Should you have any questions concerning these requirements, feel free to contact Mr. Wesley Gathings of the LCIF Humanitarian Programs Department at Wesley.gathings@lionsclubs.org or (630) 468-6887. All correspondence to LCIF regarding this grant should make reference to the grant number STD15460/2-X3.

The Trustees hope that this grant will stimulate interest in ~~the~~ work of LCIF and the Lions of your area. Please make the most of this opportunity to inform the public of the fine work being done by Lions and the assistance of LCIF in this project. Stress to your district that this grant was made possible through the generous contributions of Lions worldwide and that, in the spirit of serving better

together, their own unrestricted contributions are needed to help fund similar worthy projects elsewhere.

Once again, we would like to express our respect and gratitude to you and the Lions of District 2-X3 for their interest, concern and efforts on behalf of those in need. We believe your action effectively demonstrates the true purpose and meaning of Lionism-- We Serve. We send our best wishes and look forward to hearing from you soon.



Dr. Jitsuhiko Yamada
Chairperson, LCIF Board of Trustees

STD15460/2-X3
Enclosures

cc: Rebecca Teel Daou, LCIF Division Manager
KaSondra Byrd, Manager, LCIF Humanitarian Programs
Wesley Gathings, Regional Programs Specialist

**LCIF GRANT AGREEMENT
Standard Grant Program**

Grantee:	District 2-X3
Grant administrator:	Glenn Brandt District Governor, 2016-17
Grant number:	STD15460/2-X3
Amount of grant:	US\$40,000
Purpose of grant:	Equip handicapped accessible playground
Approval date:	January 10, 2017
Reporting schedule:	A progress report should be submitted every three months. A final report is due no more than 45 days after the completion of the project. Such reports should include a narrative overview of project activity, photographs, budget/expense information and should highlight the Lions volunteer involvement. All reports should be reviewed and approved by the district cabinet before submission to LCIF
Disbursement schedule:	Please note that this agreement must be signed and returned to LCIF before any disbursements can be made. Disbursements are made dependent upon the status of project activity, receipt of a report detailing the use of previous grant installments, and submission of appropriate expense documentation (see condition #2).

GENERAL CONDITIONS

1. **Purpose:** The grant shall be used solely for the described purpose or purposes as approved by the Board of Trustees of Lions Clubs International Foundation and confirmed in correspondence dated January 28, 2017.
2. **Accounting and financial review:** LCIF grant funds must be deposited in the district bank account and then disbursed to the project, following the guidelines outlined below. There must be at least three signatories on the

project account, including the grant administrator, project chairperson, and current cabinet secretary or treasurer. A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by the grantee, and submitted regularly to LCIF. The format of the financial section of this report should show a comparison between the anticipated and actual expenditures. Banking and financial controls include:

Checks, demand drafts/cashiers checks, or wires from a project account may only be issued to a certified project supplier or contractor. Such payments or checks may never be made out to "cash" or to "bearer." No project payments should be made in cash without the prior approval of LCIF.

Bank accounts for LCIF projects shall only be established in commercial or national banks that are properly accredited and which have deposit insurance if required in that country. Use of 'cooperative banks' or community banks are prohibited. Additionally, fixed-length deposit accounts (e.g., certificates of deposit) shall not be used unless approved by LCIF.

Control of accounts/signature authority: The project bank account must have three signatories: project chairperson, grant administrator, and the district cabinet treasurer or secretary currently in office. Of these three signatories, two signatories shall be required to affect any withdraw or issue payments, and of those two required signatories, one shall always be the district cabinet treasurer or secretary.

For LCIF projects where checks are made payable to the district, the district is prohibited from disbursing the funds to any individual, including the project chairperson or grant administrator, or otherwise release said funds to any bank account controlled solely by an individual. Unless otherwise approved by LCIF, such project disbursements received by a district should be re-issued to the implementing partner (e.g., university or hospital, home for the blind) or to project suppliers and vendors, per the approved project and budget.

In terms of financial accounting at the district level, the LCIF grant should be noted in the district accounts, so that the income and expenditures can be included when the accounts are audited at the end of the year.

In situations where there is determined to be improper use or misappropriation of LCIF grant monies by a grant administrator or any person involved in an LCIF-funded project, the foundation shall pursue all necessary legal actions to retrieve said funds and to hold parties liable for any improper actions.

3. **Conditions:** Grantees have six months from the date of approval to collect all local matching funds and the grant funded project must be completed within two years from the date of approval. Extensions may be given on a case by case basis.
4. **Budget:** The LCIF Board of Trustees approved this grant based upon a detailed budget. No significant changes may be made to the budgetary allocation as approved by the LCIF Board of Trustees without LCIF's prior written approval.
5. **Reversion of grant funds:** This grant is intended to support a specific project as stated in the award letter and this accompanying agreement. Any portion of the grant unexpended at the completion of the project shall be immediately returned to LCIF.
6. **Additional support:** By making this grant, LCIF assumes no obligation to provide other or additional support to the grantee.
7. **Property/Equipment Ownership:** LCIF claims no ownership of and disclaims any liability for any property or equipment that may be funded by an LCIF grant. In the event there is a desire to transfer or sell any property or equipment funded by an LCIF grant, the grantee shall inform LCIF and consult with LCIF staff regarding the intended beneficiaries of such transfer or sale. Unless otherwise specifically approved in writing by LCIF, any property or equipment funded by an LCIF grant shall be transferred or sold only to an appropriate charitable entity that will continue to utilize such property or equipment only for charitable purposes in the respective community in accordance with the intent and provisions of this grant agreement and policies of LCIF. Further, any funds derived from transfer or sale of such property or equipment shall be utilized only for charitable purposes in the respective community and shall not result in any private inurement or personal benefit to any individual or non-charitable entity.
8. **Reporting:** In accordance with the schedule listed above, the grantee shall furnish to LCIF a detailed written report on the activity associated with this grant. These reports are to be submitted on a regular basis.

independent of a need for funds and should include: a) a detailed narrative progress update; b) copies of receipts and supporting documentation for items purchased or costs incurred consistent with the approved budget; and c) photos of work/activity. The grant administrator and/or the project chairperson shall keep in regular contact with LCIF throughout the duration of project activity. The grantee shall furnish an appraisal of results achieved under the grant for any specific reporting period in which a report is made. Additional reporting requirements include:

- a. Copies of project bank account statements by month, showing interest.
 - b. Copies of cancelled checks, payment stubs, or signed letters of 'payment confirmation' from the project's vendors, suppliers or contractors.
 - c. Submission of detailed and itemized statements of project revenue and expenses with each report.
 - d. For any grant that extends into a 'second' Lionistic year after approval, the grant administrator/project chairperson shall submit copies of their progress and final grant reports to the district governor and district secretary in addition to LCIF.
8. All reports should be reviewed and approved by the district cabinet before submission to LCIF.

9. **Publicity:** Copies of any publicity received as a result of this grant must be submitted to LCIF as part of the record of grant activities. Publicity materials and media regarding this project should acknowledge the support and involvement of LCIF and Lions.

10. **Trademark Use/ Intellectual Property:** The grantee acknowledges that LCIF owns certain trademarks and trade names, including Lions Clubs International Foundation, LCIF, Lions Quest, and LCI. Grantee agrees to comply with the LCI Trademark Policies adopted by the International Board of Directors as amended from time to time. Grantee further agrees that projects receiving grant funding in accordance with this agreement shall be clearly identified as being made possible by LCIF through appropriate recognition, signage and public relations activities.

Research based grants: Content Grantee creates in connection with this Grant is solely owned by LCIF (e.g., as a "work for hire") and may be used by LCIF for reproduction, disclosure, transmission, publication.

broadcast, and posting, unless otherwise agreed to in writing by the Grantee and LCIF. LCIF grants to Grantee an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use Project Content in an academic or teaching setting as may be appropriate. Any inventions, discoveries or improvements that are based in full or in part on Project Content and all intellectual property rights in such inventions, discoveries or improvement, from Project Content shall be owned entirely by and shall be proprietary to LCIF.

11. **Compliance:** Failure to comply with any of the terms of this agreements may result in one or more of the following: a) termination of the grant, b) suspension of future grant payments until compliance is demonstrated, c) immediate reimbursement to LCIF of the amount of any LCIF grant funds expended for purposes not previously approved, d) immediate reimbursement to LCIF of all unexpended LCIF grant funds, e) replacement of the grant administrator and/or project chairperson at the sole discretion of LCIF, f) limit Grantee's eligibility for future grants, and g) any other legal recourse available.
12. **Dispute Resolution Guidelines.** Any and all disputes relating to this LCIF grant must be resolved in accordance with the *LCIF Grant Dispute Resolution Guidelines*, attached hereto as Exhibit "A".
13. **LCIF Privacy Policy.** Grantee agrees to comply with the LCIF Privacy Policy (attached) as amended from time to time. .
14. **Compliance with Local Law.** Grantee agrees that it shall not perform any actions that are prohibited by local laws, including anti-corruption laws, in carrying out the purposes of this grant.
15. **Non Discrimination.** Grantee acknowledges that it will refrain from discriminating on the bases of race, color, national origin, sex, age or disability in the performance of its services under this Grant Agreement.

The grantee accepts and agrees to comply with the above listed conditions and by signing this document agrees to comply with all reporting requirements and to provide appropriate documentation to verify those reports. Acceptance of this agreement is indicated by the grant administrator's signature below. Return this form to the LCIF Humanitarian Programs Department. Please retain a copy for your records.

() This agreement requires that a Project Chairperson be identified to serve in this capacity. He/She should be a Lions member that is familiar with the project. Once identified, he/she should sign below and forward their contact information to LCIF for the file.*

Date

Grant Administrator, Glenn Brandt
District Governor, 2-X3, 2016-2017

Date

*Project Coordinator, (*Must be a Lion)

Internal Revenue Code Classification (501c3 or 501c4)

Taxpayer Identification Number (EIN)

(This information is for compliance with IRS requirements only.)

Exhibit A

LCIF Dispute Resolution Guidelines

This information is being provided as a guide to assist the Lions in the event that a dispute arises regarding any of the following situations, as it relates to funds granted by Lions Clubs International Foundation (LCIF) for Lions humanitarian projects.

- The use and control of the grant funds.
- The control and direction of the projects with ongoing LCIF grant funds. Any other matters that may directly or indirectly impact grants awarded by LCIF.

Time Frame

The time within which an LCIF grant is carried out may last several years, depending upon the scope of the initiative. These guidelines, therefore, shall be in effect once the grant is approved, during project completion, through the submission of a final report and the lifespan of the project.

Authority

The guidelines are written with the assumption that a Lions multiple district and multiple district council chairperson is in place to administer and manage the dispute resolution process on behalf of the foundation. In the event that the dispute arises in an area without a multiple district, the dispute shall be resolved consistent with the principles of this policy, and with the assistance of the LCIF Chairperson. This exception also applies to situations where it is not appropriate for the district or multiple district council chairperson to oversee the process.

Filing a Complaint

Any party to the dispute may file a written request, including the nature of the issues and requested remedy, with the council chairperson asking that dispute resolution take place. A copy of the written request should be sent to all persons involved in the complaint and LCIF. All requests for dispute resolution must be filed with the council chairperson within ninety (90) days after the party filing the request knew or should have known of the occurrence of the event or events upon which the request is based.

Conciliation Committee

Within fifteen days of receiving the complaint, the council chairperson shall ask the parties to the dispute to each name one conciliator to a dispute resolution panel. These conciliators will name a third conciliator who will also serve a chairperson of the panel. These Lions must be members in good standing of clubs in good standing, in a club other than that which is directly or indirectly a party to the dispute, and in the multiple district in which the dispute arises. These individuals will then be officially appointed and authorized to serve as conciliators by the council chairperson in consultation with the council of governors. In the event the conciliators cannot agree on the appointment of the third conciliator, the council chairperson shall appoint the conciliator/chairperson. The council chairperson's decision relative to the appointment of the conciliator/chairperson shall be final and binding.

Upon being selected and appointed as described above, the conciliators shall arrange a meeting of the parties for the purpose of conciliating the dispute. The meeting shall be scheduled within thirty (30) days of the appointment of the conciliators. The objective of the conciliators shall be to find a prompt and amicable resolution to the dispute that ensures that the financial and programmatic interests of LCIF are met. The respective parties may, as appropriate, decide to appoint an independent auditor to help resolve the matter; however, the costs of such outside assistance must be borne by the complainant.

Decisions

If such conciliation efforts are unsuccessful, the conciliators shall have the authority to issue their decision relative to the dispute. The conciliators shall issue their decision no later than thirty (30) days after the date on which the initial meeting of the parties was held, and the decision shall be final and binding on all parties. All decisions of the conciliators are subject to the authority of the LCIF Board of Trustees.

Additional Procedures

LCIF reserves the right to be kept informed of all proceedings of the conciliation committee, and take appropriate steps to preserve the integrity of the process:

Any time limits specified in this procedure may be shortened or extended upon showing of good cause; and

Parties to the dispute shall not pursue administrative or judicial actions during the complaint process.

October 2009

LIONS CLUBS INTERNATIONAL FOUNDATION

PRIVACY POLICY

Collection and Use of Personal Donor Data by Lions Clubs International Foundation

Lions Clubs International Foundation recognizes the importance of protecting the private information of our donors and grant recipients. LCIF collects personal information about donors and grant recipients to facilitate communications. This information is to be used solely to further its mission, to support clubs worldwide in serving their local communities and the world community as they carry out essential humanitarian service projects. It is also collected for LCIF to conduct its necessary operational activities including:

- Donor cultivation
- Grant application reviews and funding decisions
- Reports on donations and grants
- Distribution of publications, including the Annual Report
- Compilation of donor profiles and trends to support development programs
- Program monitoring and evaluation
- Convention and meeting planning
- Contact information for Lion leaders, including past and present International Officers, Directors, and Board Appointees, Multiple District Council Chairpersons and Council of Governors, District and Vice District Governors, Club Officers, Grant Administrators, Project Chairpersons, and Technical Advisors
- Furtherance of public relations activities and cooperative alliances
- Support of Lions Clubs International and other adopted service programs
- Disclosure of information to the Lions Clubs International Foundation Board of Trustees and appropriate advisory committees
- Disclosure of information as required by law or that is pertinent to judicial or governmental investigations
- Other purposes as approved by the LCIF Board of Trustees

Lions Clubs International Foundation protects personal information by using password-protected areas and by restricting access to such information. It is important that you protect your password. Paper files containing personal information are kept in areas with restricted access.

Any payment information collected is protected by software during transmission, which encrypts all of your personal information so that it can be safeguarded over

Internet channels. We reveal only a limited part of your credit card number when confirming a donation, order, or other transaction.

Privacy Recommendations for Lions Clubs, Districts, Multiple Districts and Foundations

Your Lions Club, District, Multiple District and/or Foundation should consider your privacy practices and follow similar guidelines when using the personal information of members, donors, recipients of your humanitarian assistance, or that of other individuals obtained in the course of conducting your activities. You should consider obtaining written permission before disclosing any personal information including names, addresses, email addresses, telephone numbers, medical information, financial information, etc. You should also be cautious when posting any personal information on the Internet or sharing email addresses with third parties. Please be aware that LOCAL LAWS MAY GOVERN THIS ISSUE and these laws vary widely from country to country, so you should seek advice from a local expert for more information before any personal information is used.

If you have any concerns or questions about these policies, please contact Lions Clubs International Foundation at (630) 571-5466 or lcif@lionsclubs.org.



SPECIAL NEEDS PLAYGROUND AGREEMENT

RS-17-047A

May 16, 2017

Components of the Special Needs Playground Agreement

- ▣ Proposed project is priced at \$158,621.41.
- ▣ Project location is Lions Club Park.
- ▣ City of Killeen commits \$80,000 for the project.
- ▣ Greater Killeen Lions Foundation commits \$40,000 in grant matching funds.
- ▣ Lions Club International Foundation awards Greater Killeen Lions Foundation \$40,000 matching grant.
- ▣ City of Killeen commits to maintaining a special needs playground within Lions Club Park for a minimum of twenty five years.
- ▣ City of Killeen committed to timely maintenance in accordance with the facilities original construction.

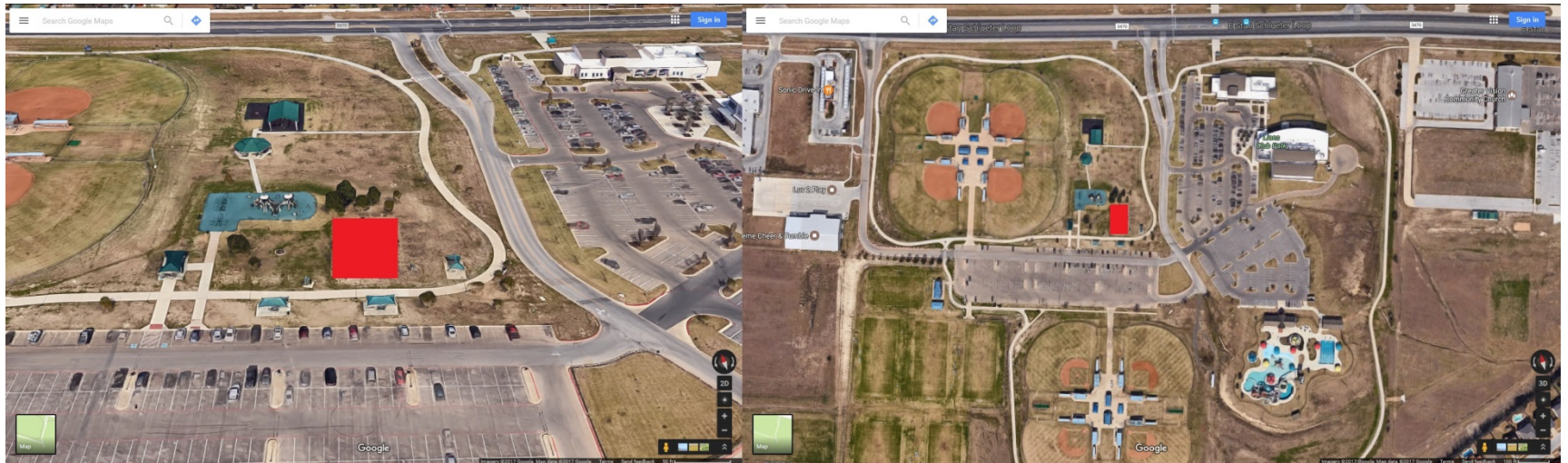
Why enter into an agreement with Greater Killeen Lions Foundation?

- Major contributor to the Lions Club Park development over the past twenty years.
- Community partnerships enable the City to increase the scope of projects without increasing the impact on the City's financial resources.
- Formalized agreements ensure compliance and protect all entities involved.
- Successful partnerships include the following:
 - Greater Killeen Lions Foundation (parks, pavilions, landscape)
 - Mickey's Convenience Stores (skate parks, dog park)
 - Junior Service League (splash pad)
 - Kiwanis Club of Killeen (disc golf)
 - Rotary Club of Killeen (playground & pavilion)
 - Eagle Scouts (9/11 Memorial, sand volleyball)

Why enter into an agreement with Greater Killeen Lions Foundation?

- ▣ What is compromised if the agreement is not entered with the Greater Killeen Lions Foundation:
 - Shade structures
 - ADA swing structures
 - Spinning structures
 - Climbers
 - Balance beam structure

Lions Club Park Special Needs Playground





City of Killeen

Legislation Details

File #: RS-17-047B **Version:** 1 **Name:** LCP Special Needs Playground
Type: Resolution **Status:** Resolutions
File created: 2/22/2017 **In control:** City Council
On agenda: 5/23/2017 **Final action:**
Title: Consider a memorandum/resolution authorizing the purchase, installation, and insurance of special needs playground equipment at Lions Club Park through the TASB BuyBoard.
Sponsors: Community Services Department, Killeen Parks & Recreation

Indexes:

Code sections:

Attachments: [Staff Report](#)
[BuyBoard Quote -1](#)
[BuyBoard Quote -2](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		
5/2/2017	1	City Council Workshop		



STAFF REPORT

DATE: April 18, 2017

TO: Ronald L. Olson, City Manager

FROM: Brett E. Williams, Executive Director of Community Services

SUBJECT: LCP Special Needs Playground

BACKGROUND AND FINDINGS:

Staff made a presentation to the Greater Killeen Lions Foundation in the fall of 2016 to gauge the organization's interest in partnering to fund the construction of a special needs playground within Lions Club Park. The Greater Killeen Lions Foundation, which is comprised of members from the Killeen Evening Lions Club and Killeen Noon Lions Club, committed \$40,000 to serve as the required matching contribution for the organization to be the recipient of a \$40,000 grant from the Lions Club International Foundation. The partnership with the Greater Killeen Lions Foundation would enable the scope of the project to be doubled in funding from \$80,000 to \$160,000.

THE ALTERNATIVES CONSIDERED:

The alternative to purchasing the equipment via the TASB BuyBoard would be having a playground vendor provide a set of plans for a special needs playground. Staff would then provide this plan to various other vendors to determine if they are able to provide the same design / layout at a more advantageous price point.

Which alternative is recommended? Why?

Staff recommends that City Council authorizes the purchase of playground equipment and associated amenities from The PlayWell Group through the TASB BuyBoard in the amount of \$158,621.41. The TASB BuyBoard provides municipalities with goods at a pricing that has been vetted amongst various product providers in the industry and is accepted as a fair value.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

Fiscal Year 2016-2017 fiscal impact would be \$158,621.41. This amount features a \$80,000 contribution from the Greater Killeen Lion's Foundation.

Is this a one-time or recurring expenditure?

The City has entered into an agreement with the Greater Killeen Lion's Foundation that outlines the requirements of the City to maintain the special needs playground to the standards of the original specifications of this purchase at a minimum. The City will be obligated to allocate funds on an annual basis to provide specific maintenance related to this facility. In addition, replacement costs will be incurred as equipment becomes worn and outdated. Staff would recommend an annual line item budget of \$10,000 with the requirement that all purchases via this account are exclusively for compliance with the signed agreement with the Greater Killeen Lion's Foundation.

Is this expenditure budgeted?

Funds in the amount of \$80,000 are available in account 348-3490-800.58-91 (Lions Park Playground) for the City's matching portion of the \$160,000 project.

If not, where will the money come from?

N/A

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

Yes.

RECOMMENDATION:

Staff recommends that City Council authorizes the purchase of playground equipment and associated amenities from The PlayWell Group through the TASB BuyBoard in the amount of \$158,621.41, 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:

BuyBoard Quote -1
BuyBoard Quote -2



PlayWorks, Inc.

Athletic, Park, and Playground Equipment

info@playwellgroup.com

800-726-1816

800-560-9150 (fax)

INSTALLATION QUOTE

QUOTE #

2747

3/1/2017

BILL TO:

City of Killeen
2201 East Veterans Memorial Blvd.
Killeen, TX 76543

Phone: (254) 501-7723

INSTALLATION SITE:

City of Killeen-Inclusive Design Park
Pete Vento
TBD
Killeen, TX 76543

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	UPON COMPL/INSTALL	SDT		5/1/2017
ITEM	DESCRIPTION	LIST PRICE	QTY	TOTAL
BUYBOARD #512...	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017	0.00		0.00
	DELIVER AND INSTALL BY WALK IN THE PARK			
16-1542.8G	CUSTOM 2-12 CHANGER	17,052.92	1	17,052.92
ZZXX0065S	SPIN CUP SURFACE MOUNT	168.63	1	168.63
ZZXX0810	14' SHADE HYPAR	581.01	3	1,743.03
ZZXX0343S	BALANCE TRAX DUNES, SURFACE MOUNT	367.15	1	367.15
ZZXX0431S	TRIUMPH CLIMBER SURFACE MOUNT	1,243.47	1	1,243.47
SWING-SP8	8' SINGLE POST SWING	344.12	1	344.12
SWING-SP8-ADD	8' SINGLE POST SWING	253.08	2	506.16
ZZXX0175	5-12 YEARS OLD RISK MANAGEMENT SIGN	161.77	1	161.77
ZZXX0224	ACCESSIBLE SWING SEAT	212.50	2	425.00
ZZXX0375S	ARCH350 2-UNIT SWING ADD-A-BAY	319.43	2	638.86
ZZXX0288S	ARCH350 2-UNIT SWING, SURFACE MOUNT	482.31	1	482.31
382-408	ADA SWING PLATFORM	311.49	1	311.49
ZZXX0260	BELT SWING WITH GALVANIZED CHAIN	26.05	2	52.10
INSTALL WIP	INSTALL 5,192SF OF SOFSURFACES TILES	17,081.68	1	17,081.68

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$40,578.69

PLEASE REMIT PAYMENT TO:

PLAYWORKS, INC.

9430 SAN MATEO BLVD., NE, UNIT G

ALBUQUERQUE, NM 87113

Date _____

Signature _____



Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
800-560-9150 (fax)

QUOTATION

QUOTE #
7263

3/1/2017

BILL TO:

City of Killeen
2201 East Veterans Memorial Blvd.
Killeen, TX 76543

Phone: (254) 501-7723

SHIP TO:

City of Killeen-Inclusive Design Park
Pete Vento
TBD
Killeen, TX 76543

Phone: (254) 702-2727

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	SDT	BELL		5/1/2017
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017		0.00		0.00
	PLAYWORLD				
16-1542.8G	CUSTOM 2-12 CHALLENGER	1	62193.00	49,754.40	49,754.40
ZZXX0343S	BALANCE TRAX DUNES SURFACE MOUNT	1	1339.00	1,071.20	1,071.20
ZZXX0065S	SPIN CUP; SURFACE MOUNT	1	615.00	492.00	492.00
ZZXX0413S	TRIUMPH CLIMBER-SMALL SURFACE MOUNT	1	4535.00	3,628.00	3,628.00
ZZXX0224	ACCESSIBLE SWING SEAT	2	775.00	620.00	1,240.00
ZZXX0810	14' SHADE HYPAR	3	2119.00	1,695.20	5,085.60
ZZXX0288S	ARCH350 2-UNIT SWING 3.5IN OD STEEL W-8FT TOP RAIL, SURFACE MOUNT	1	1759.00	1,407.20	1,407.20
ZZXX0375S	ARCH350 2-UNIT SWING ADD-A-BAY 3.5IN OD STEEL, SURFACE MOUNT	2	1165.00	932.00	1,864.00
ZZXX0260	BELT SWING WITH GALVANIZED CHAIN	2	95.00	76.00	152.00
SHIP	SHIPPING AND HANDLING	1	6340.00	6,340.00	6,340.00
	SPORTSPLAY				
382-408	ADA SWING PLATFORM	1	1136.00	1,022.40	1,022.40
SHIP	SHIPPING AND HANDLING	1	163.50	163.50	163.50
	SOFSURFACES				
TILES PLUS SOF	PLAYGROUND TILES - DURASAFE "PLUS" TERRA COTTA	969	38.70	29.03	28,130.07
TILES PLUS SOF	PLAYGROUND TILES - DURASAFE "PLUS" TURF GREEN	274	40.90	30.68	8,406.32
SOFRAMP PLUS	TILE RAMP - SOFRAMP KL "PLUS" TURF GREEN	70	37.70	28.28	1,979.60
SOFRAMP TRANS	TILE RAMP - ADA SIDE TRANSITIONS TURF GREEN	3	0.00	0.00	0.00



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QUOTATION

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BILL TO:

City of Killeen
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Phone: (254) 501-7723

SHIP TO:

City of Killeen-Inclusive Design Park
Pete Vento
TBD
Killeen, TX 76543

Phone: (254) 702-2727

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	SDT	BELL		5/1/2017
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
SOFRAMP OUT C...	TILE RAMP - OUTSIDE CORNER SOFRAMP KL"PLUS" TURF GREEN	4	52.70	39.53	158.12
SOFRAMP PLUS A...	TILE RAMP- SOFRAMP KL "PLUS" ADA TURF GREEN	1	319.87	239.90	239.90
ADHESIVE SIKA	TILE TO TILE ADHESIVE - SIKA	166	12.00	9.00	1,494.00
BOSTIK	TILE TO BASE ADHESIVE - BOSTIK GREENFUSION ADHESIVE	7	207.00	155.25	1,086.75
SHIP	SHIPPING AND HANDLING	1	4327.66	4,327.66	4,327.66
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:			SUBTOTAL		
THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD., NE, UNIT G ALBUQUERQUE, NM 87113			SALES TAX (0.0%)		
Date _____ Signature _____			TOTAL		
			\$118,042.72		
			\$0.00		
			\$118,042.72		

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.

The PlayWell Group, Inc.
Dallas, TX United States

Certificate Number:
2017-199723

Date Filed:
04/28/2017

Date Acknowledged:

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

City of Killeen

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

Inclusive Play
playground equipment

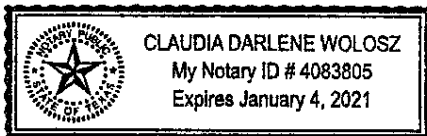
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The PlayWell Group, Inc.	Dallas, TX United States	X	

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.



Cherie Brooks

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cherie Brooks, this the 28 day of April, 2017, to certify which, witness my hand and seal of office.

Claudia Darlene Wołosz Claudia Darlene Wołosz Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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

Certificate Number:
2017-199724

Date Filed:
04/28/2017

Date Acknowledged:

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

PlayWorks, Inc.
Dallas, TX United States

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

City of Killeen

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

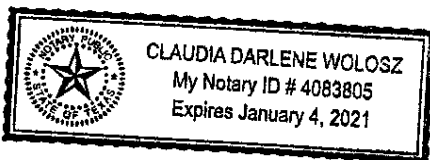
Inclusive Play
Installation of playground equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PlayWorks, Inc.	Dallas, TX 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.



Cherie Brooks

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said *Cherie Brooks*, this the *28* day of *April*, 20 *17*, to certify which, witness my hand and seal of office.

Claudia Darlene Wołosz

Signature of officer administering oath

Claudia Darlene Wołosz

Printed name of officer administering oath

Title of officer administering oath



LIONS CLUB PARK SPECIAL NEEDS PLAYGROUND

RS-17-047B

May 16, 2017

Why construct a Special Needs Playground within Lions Club Park?

- Greater Killeen Lions Foundation contributing \$80,000 to match the City of Killeen's \$80,000 contribution.
- Parks and Recreation does not feature a special needs playground in its park inventory.
- Draft Parks Master Plan identifies the need for a special needs playground within our park system.
- Addresses a deficiency in our park system and leverages a community partnership.
- Ensures the recreational needs of special needs children are addressed at Lions Club Park.
- Locates the special needs playground within Killeen's premier community park with access to the following:
 - Disabled parking
 - Restrooms
 - Two traditional playgrounds
 - Shade structures

Components of a Special Needs Playground

- ▣ Wheelchair accommodating swings.
- ▣ Special globe structures for sensory sensitive children.
- ▣ Structures for climbing and touching for all abilities.
- ▣ Oversized slide for easy access.
- ▣ Various other amenities that ensure all inclusive access for children of various abilities.
- ▣ Rubber tile playing surface that is accommodating for wheel chairs.

Quality of Life

□ **Parks & Recreation's mission statement**

- ▣ To enhance the quality of life for our citizens by providing parks, recreation facilities, and programs.

□ **Public Recreation**

- ▣ 22 Parks
- ▣ 32 Playscapes
- ▣ 5 Special Use parks (dog, splash pad, disc golf, skate)
- ▣ 3 Hike and Bike Trails
- ▣ 12 Basketball Courts
- ▣ 2 Tennis Courts
- ▣ 2 Sand Volleyball Courts



Special Needs Playground

Proposed special needs playground in Lions Club Park.



City of Killeen

Legislation Details

File #:	RS-17-051	Version:	1	Name:	2017 Stonetree Golf Course Mower Lease
Type:	Resolution	Status:		Status:	Resolutions
File created:	4/2/2017	In control:		In control:	City Council
On agenda:	5/23/2017	Final action:		Final action:	
Title:	Consider a memorandum/resolution authorizing a lease agreement for the procurement of greens and fairways mowers for Stonetree Golf Course.				
Sponsors:	Community Services Department, Golf Course				
Indexes:	Stonetree Golf Course				
Code sections:					
Attachments:	Staff Report Buyboard Quote Quotes for Purchase of Equipment Lease Agreement Certificate of Interested Parties Presentation				

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		



STAFF REPORT

DATE: May 16, 2017

TO: Ronald L. Olson, City Manager

FROM: Brett Williams, Executive Director of Community Services

SUBJECT: Lease agreement for Stonetree Golf Course mowing equipment

BACKGROUND AND FINDINGS:

Stonetree Golf Course requires daily maintenance of the turf grass on the fairways and greens. The maintenance of turf grass is done utilizing specialized equipment. This equipment is subject to excessive usage to maintain the mowing routines associated with golf course turf grass. Fairways and greens mowers are utilized in excess of 2,400 hours per year. Due to the high amount of usage placed on these specialized pieces of equipment, they experience maintenance issues at a greater frequency than typical mowing equipment.

Stonetree Golf 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 under warranty for the duration of the lease. In addition, the lease option allows the financial burden to be distributed over four years.

THE ALTERNATIVES CONSIDERED:

Staff could utilize the outright purchase method for procuring mowing equipment. The outright purchase approach would result in a fiscal impact of \$155,940.47 for the current fiscal year at a minimum. Two additional CO-OP quotes for the outright purchase of the equipment were obtained and would result in a fiscal impact of \$163,563.12 and \$163,246.76, respectively. The City would own the equipment and would have a warranty for two years. This method would require a budget increase for the golf course in the amount of \$141,709 for fiscal year 2016-2017.

The other alternative is to utilize the lease method for mowing equipment. This method results in a reduced financial impact on an annual basis. The current year budget was adopted providing funds (\$14,231.35) to lease mowing equipment. This method enables staff to have access to warrantied equipment for the duration of the lease agreement. It also provides options at the conclusion of the lease to purchase or return the equipment.

Which alternative is recommended? Why?

Staff is recommending that the City utilize the lease method to procure mowing equipment for Stonetree Golf Course via the TASB BuyBoard. The TASB BuyBoard provides municipalities with

goods at a pricing that has been vetted amongst various product providers in the industry and is accepted as a fair value. The lease method allows the City to spread the financial burden over the duration of the agreement. This method also allows for Stonetree Golf Course 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 maintenance needs and technological advances within the mowing profession.

If staff utilized the outright purchase method, there would be no options to change / upgrade equipment every four years. In addition, the City has an option to buy the equipment if they don't desire to continue on the lease program. Procuring mowing equipment through an outright purchase can result 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 TASB 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 FY16-17 is \$14,231.35.

Is this a one-time or recurring expenditure?

The City will incur monthly payments in the amount of \$2,846.27 for 48 months.

Is this expenditure budgeted?

Yes. Funds in the amount of \$14,231.35 are available in account 010-3020-424.44-10 (Golf Course Equipment Lease/Rental) for the leasing of mowing equipment for Stonetree Golf Course. The remaining balance for account 010-3020-424.44-10 (Golf Course Equipment Lease/Rental) will be \$2,873.00 if this expenditure is authorized.

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 for the lease of mowing equipment for Stonetree Golf Club in the amount of \$136,620.96, 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:

BuyBoard Quote
Quotes for Purchase of Equipment
Lease Agreement
Certificate of Interested Parties



Professional Turf Products, L.P.
9468 Selma Parkway
Selma, Texas 78154
Pat Brown
(254) 338-3256
brownp@proturf.com



Ship To	Stonetree Muni Golf Course - Killeen, Tx		Date	5/12/2017
Quotation	BUYBOARD (CONTRACT # 447-14)		Tax Rate	0.00000
Contact	Sean Gilliland			2.00%
Address	1600 Stonetree Dr.		Trade-In	\$0.00
City	Killeen, TX		Finance	PNC Equipment Finance
State	TX	Comments:	Account Type	Contract
Postal Code	76543	2163024		
Phone	(254) 699-6034			
Fax	sgilliland@ci.killeen.tx.us			

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Finance Proposal (Includes Destination)

Qty	Model #	Description	48 Month	Selling Price
2	04358	Greensmaster 3150-Q		
6	04656	14 BL Cutting Unit		
2	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)		
6	121-2260	Adjustable Rear Roller Scraper		
2	04554	Light Kit - LED		
2	131-6262	MVP KIT-INITIAL 800 HOUR, GR3150		
		GR3150-Q		\$ 59,064.36
2	03821	Reelmaster 3575-D 24.8hp Tier 4 - Compliant Diesel		
10	03639	22 IN 7-Inch, 8-Blade FSR DPA Cutting Unit EdgeSeries		
2	03408	Powered Rear Roller Brush Only (Kit of 5)		
2	30349	Universal Sunshade (White)		
2	30090	400 Hour MVP Filter Kit		
		RM3575		\$ 96,876.11

Monthly Payments (FMV)	\$ 2,846.27
Tax (Estimated)	\$ -
TOTAL	\$ 2,846.27

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

Payment:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.
 - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- 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: _____



Professional Turf Products, L.P.

9468 Selma Parkway
Selma, Texas 78154
Pat Brown
(254) 338-3256
brownp@proturf.com



Count on it.

Ship To	Stonetree Muni Golf Course - Killeen, Tx		Date	5/8/2017
Bill To	NAT'L IPA		Tax Rate	
Contact	Sean Gilliland		Destination	
Address	1600 Stonetree Dr.		Trade-In	
City	Killeen, TX		Finance	
State	TX	Comments:	Account Type	Contract
Postal Code	76543			
Phone	(254) 699-6034			
Fax	sgilliland@ci.killeen.tx.us			

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Proposal

Qty	Model #	Description	Unit	Extended
2	04358	Greensmaster 3150-Q		
6	04656	14 BL Cutting Unit		
2	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)		
2	04554	Light Kit - LED		
2	131-6262	MVP KIT-INITIAL 800 HOUR, GR3150		
2		Toro GR3150-Q	\$	61,897.29
2	03821	Reelmaster 3575-D 24.8hp Tier 4 - Compliant Diesel		
10	03639	22 IN 7-Inch, 8-Blade FSR DPA Cutting Unit EdgeSeries		
2	03408	Powered Rear Roller Brush Only (Kit of 5)		
2	30349	Universal Sunshade (White)		
2	30090	400 Hour MVP Filter Kit		
2		Toro RM3575	\$	101,665.83

SubTotal	\$	163,563.12
Destination Tax (Estimated)		Included Exempt
TOTAL	\$	163,563.12

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:

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

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Payment:

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 - 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: _____



Professional Turf Products, L.P.

9468 Selma Parkway
Selma, Texas 78154
Pat Brown
(254) 338-3256
brownp@proturf.com



Ship To	Stonetree Muni Golf Course - Killeen, Tx		Date	5/8/2017
Bill To	TCPN		Tax Rate	
Contact	Sean Gilliland		Destination	
Address	1600 Stonetree Dr.		Trade-In	
City	Killeen, TX		Finance	
State	TX	Comments:	Account Type	Contract
Postal Code	76543			
Phone	(254) 699-6034			
Fax	sgilliland@ci.killeen.tx.us			

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Proposal

Qty	Model #	Description	Unit	Extended
2	04358	Greensmaster 3150-Q		
6	04656	14 BL Cutting Unit		
2	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)		
2	04554	Light Kit - LED		
2	131-6262	MVP KIT-INITIAL 800 HOUR, GR3150		
		Toro GR3150-Q	\$	61,777.56
2	03821	Reelmaster 3575-D 24.8hp Tier 4 - Compliant Diesel		
10	03639	22 IN 7-Inch, 8-Blade FSR DPA Cutting Unit EdgeSeries		
2	03408	Powered Rear Roller Brush Only (Kit of 5)		
2	30349	Universal Sunshade (White)		
2	30090	400 Hour MVP Filter Kit		
		Toro RM3575	\$	101,469.20

SubTotal	\$	163,246.76
Destination	\$	-
Tax (Estimated)	\$	-
TOTAL	\$	163,246.76

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:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
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 - 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.
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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: _____



May 23, 2017

Lease Number 202716000

City Of Killeen (TX)
1600 Stonetree Dr
Killeen, TX 76540

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.**
- 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.
- 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 advance payment – Please send your check in the amount of \$2,971.27, made payable to PNC Equipment Finance, LLC.
- Return Rider- Please sign, title and date.

Please return the documents to PNC Equipment Finance, LLC, Attn: Taryn Goldschmidt 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 May 30, 2017

If you have any questions please contact Taryn Goldschmidt at 513-455-9559.

Sincerely,

Tracy Sparks
Commercial Transaction Coordinator

Lease Agreement

Dated as of May 23, 2017Lease Number **202716000**

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

Lessee: LESSEE FULL LEGAL NAME
City Of Killeen (TX)
1600 Stonetree Dr
Killeen, TX 76540

FEDERAL TAX ID
746001504

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

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Advance ☒ monthly; ☐ quarterly; ☐ semi-annual; ☐ annually; each in the amount of \$2,846.27 beginning _____ (for office use only).

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

- 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.
- 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.
- 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.
- 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.**
- 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.
- 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.
- 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. WAIVERS. 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")

X
Authorized Signature

Print Name

Title:

Date
1600 Stonetree Dr
Killeen, TX 76540

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

Print Name

Title:

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 202716000

Quantity	Description	Serial No.
2	(2) Toro Greensmaster 3150-Q	
2	(2) Toro Reelmaster 3575-D	
Together with all attachments, tooling, accessories, appurtenances and additions thereto		

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

1600 Stonetree Dr
Killeen, TX 76540

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 202716000

Lessee: City Of Killeen (TX)

Amount: \$136,620.96 (Payment x Term)

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 #202716000

Customer #1117354

INVOICE DATE
4/19/2017

DUE DATE
Upon Receipt

Bill To:

City Of Killeen (TX)
P.O. Box 1329 1600 Stonetree Dr
Killeen, TX 76540

Remit To:

PNC Equipment Finance, LLC
Attn: Lease Servicing/Set-Up Processing
995 Dalton Avenue
Cincinnati, OH 45203

INVOICE

Lease No. 202716000

Initial Charges:

Monthly Rent - 1 st Month	\$2,846.27
--------------------------------------	------------

Sales Tax-please provide an exemption certificate	Exempt
---	--------

Initiation Fees:

Documentation Fee	\$125.00
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PAY THIS AMOUNT

\$2,971.27

AMENDMENT TO Lease-Purchase Agreement

This Amendment ("**Amendment**"), dated and effective as of the 23rd day of May, 2017, is to that certain Lease-Purchase Agreement dated May 23rd, 2017 (the "**Lease**") between City Of Killeen (TX) dba Stonetree golf Club, with its principal place of business at P.O. Box 1329 1600 Stonetree Dr, Killeen, TX 76540 ("**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:

RENT. The 6th sentence in Paragraph 3 titled "RENT" is amended to delete the following sentence in its entirety: 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.

RETURN OF EQUIPMENT. The 1st sentence in paragraph 16 titled Return of Equipment is amended to read as follows: If (a) default occurs, or (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 within the continental United States within 200 miles of Lessee's address set forth in this Lease and aboard any carrier(s) Lessor may designate.

WAIVERS. The 4th sentence in paragraph 27 titled WAIVERS is amended to read as follows: ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN TWO YEARS AFTER THE EVENT, WHICH CAUSED IT.

SMALL ISSUER STATEMENT. Section 28 - This section is deleted in its entirety.

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)
DBA STONETREE GOLF CLUB**

PNC EQUIPMENT FINANCE, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

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

Certificate Number:
2017-155768

Date Filed:
01/18/2017

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.

202716000
Turf Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	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.	Pittsburgh, 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
	Sandusky (employee), Beth	Cincinnati, OH United States		X
	Conn (employee), Teri	Cincinnati, OH United States		X
	Furnish (employee), Jordan	Cincinnati, OH United States		X
	Sparks (employee), Tracy	Cincinnati, OH United States		X
	Gibbs (employee), Michelle	Cincinnati, OH 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

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:
2017-155768

Date Filed:
01/18/2017

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 (TX)

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.

202716000
Turf Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williams (employee), Molly	Cincinnati, OH United States		X
	Dole (employee), Christy	Cincinnati, OH United States		X
	Goldschmidt (employee), Taryn	Cincinnati, OH United States		X
	Rinaldi (employee), Edward	Cincinnati, OH United States		X
	Burskey (counsel), Vincent	Pittsburgh, PA United States		X
	Slusarczyk (employee), Sandra	Cincinnati, OH United States		X
	Dougherty (employee), Richard	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	
	Demchak, William S.	Pittsburgh, PA United States	X	
	Feldstein, Andrew T.	Pittsburgh, PA 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

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:
2017-155768

Date Filed:
01/18/2017

Date Acknowledged:

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

City of Killeen (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.

202716000

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



Michael P. Riley
Notary Public, State of Ohio
My Commission Expires 08-20-2028

Beth Sandusky
Signature of authorized agent of contracting business entity

AFFIX NOTARY PUBLIC STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Riley, this the 18th day of January, 20 17, to certify which, witness my hand and seal of office.

Michael P. Riley
Signature of officer administering oath

Michael P. Riley
Printed name of officer administering oath

Officer
Title of officer administering oath



STONETREE GOLF CLUB

MOWER REPLACEMENT

RS-17-051

May 16, 2017

Mission Essential Equipment

□ **Mower Replacement**

- ▣ Current lease expired April 28, 2017
- ▣ Proposed 4 year equipment lease
 - \$34,407 annual expenditure (\$14,231.35 for FY16-17)
 - \$136,620.96 total expenditure over the four year time period
- ▣ Pricing via TASB BuyBoard
- ▣ FY16-17 budget includes approved funds

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

- ▣ Provides up-to-date warrantied equipment
- ▣ Improved course maintenance techniques
- ▣ Provides flexibility in adjusting the division's mission

Quality of Life

□ **Stonetree Golf Club Overview**

- ▣ 18 hole public course with driving range and practice range
- ▣ 45,000 rounds of golf played annually

□ **Tourism**

- ▣ Is host to over 40 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
 - Killeen ISD Tournament
 - UIL District Tournament

Greensmaster 3150



Damage is minimized from the blades being pulled by a large front roller instead of pushed like other mowers.



The grass catchers catch every piece of grass cut, saving our staff 2-3 man hours per day cleaning up.



Reelmaster 3575 Fairway Mower



The cutting units are taller with vertical fins promoting clipping ejection or not bogging down the unit giving a great cut the first time.



City of Killeen

Legislation Details

File #: RS-17-052 **Version:** 1 **Name:** TAMUCT/CTC MOU
Type: Resolution **Status:** Resolutions
File created: 4/28/2017 **In control:** City Council
On agenda: 5/23/2017 **Final action:**
Title: Consider a memorandum/resolution to enter into a Memorandum of Understanding with Central Texas College and Texas A & M University - Central Texas regarding educational initiatives.
Sponsors: Human Resources Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Memorandum of Understanding Presentation](#)

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		



STAFF REPORT

DATE: May 16, 2017

TO: Ronald L. Olson, City Manager

FROM: Eva Bark, Executive Director of Human Resources

SUBJECT: MOU for the City of Killeen with Central Texas College and Texas A&M University Central Texas

BACKGROUND AND FINDINGS:

The resolution reflects a local community collaboration that began in 2009 when Texas A&M University-Central Texas was being established. The collaboration included connecting the city, the local community college, and the university, providing an affordable terminal degree (bachelor's) for less than \$18,000.

THE ALTERNATIVES CONSIDERED:

Alternatives are: (1) do nothing and have no formal agreement with Central Texas College and Texas A&M University-Central Texas; (2) formalize the collaboration with Central Texas College and Texas A&M University-Central Texas.

Which alternative is recommended? Why?

Staff recommends second alternative. This option would afford opportunities for both our citizens and employees to achieve an affordable education.

CONFORMITY TO CITY POLICY:

This action supports City of Killeen Vision 2030 Goal 9: Quality Educational Opportunities; and Goal 11: Recruiting and Maintaining a Talented and Committed Workforce for the City of Killeen.

FINANCIAL IMPACT:

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

There is no financial impact.

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 the City Council authorize the City Manager to execute the City of Killeen's memorandum of understanding with Central Texas College and Texas A&M University - Central Texas.

DEPARTMENTAL CLEARANCES:

- Assistant City Manager
- Deputy City Manager
- City Attorney offices

ATTACHED SUPPORTING DOCUMENTS:

Memorandum of Understanding

Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding (MOU) is between the City of Killeen (CoK) as client and Texas A&M University Central Texas (TAMUCT) and Central Texas College (CTC) as providers with principal places of business at 1001 Leadership Place, Killeen, Texas 76549 and 6200 West Central Texas Expwy, Killeen, Texas 76549 respectively. Client's principal place of business is at 101 N College Street, Killeen, Texas 76541.

General Terms and Conditions:

1. This MOU becomes effective on the date all parties have signed the MOU. Any party may terminate this MOU upon thirty (30) days prior written notice. TAMUCT or CTC may terminate this MOU immediately upon written notice to client if they believe it violates a law or regulation and/or adversely affects an accreditation, license or exemption issued by a federal or state educational board or commission. COK may terminate this MOU immediately upon written notice to providers if it believes it violates a law or regulation.
2. Each party acknowledges that the relationship with the other is that of an independent contractor.
3. Each party agrees to abide by all applicable federal and state Laws. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Bell County, Texas.
4. This MOU does not create any rights, title, or interest for any entity other than TAMUCT, CTC and the client.
5. Each party acknowledges that this MOU sets conditions to explore additional educational initiatives. Any expansion in scope will be agreed to in writing, signed by all parties and published as an addendum to this MOU.
6. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

City of Killeen:

1. Client agrees this MOU codifies an educational partnership with TAMUCT and CTC. It is intended to facilitate continuous learning as part of the CoK's total rewards and compensation program.
2. Subject to the client's policies and discretion, the client agrees to collaborate with TAMUCT and CTC to communicate the benefits of the MOU and the many educational opportunities available at TAMUCT and CTC.
3. Client agrees that its employees/students are subject to TAMUCT and CTC Campus and student policies.

Alliance Memorandum of Understanding

4. Client agrees that tuition reduction is not required as part of this agreement. Any such reduction offered in the future will be codified in an addendum to this MOU.
5. Subject to prior written approval, the client also grants TAMUCT and CTC a limited, non-exclusive right to use client's name and/or logo in writing solely for purposes of fulfilling TAMUCT's and CTC's obligation pursuant to the MOU and making the courses and course materials available to client's employees.

TAMUCT and CTC:

1. TAMUCT and CTC agree to coordinate, publicize, develop and offer on-line, classroom and/or customized certification programs, technical and academic classes, and continuing education courses to client employees as students. Tuition at then-current rates will apply when a student enrolls in a course.
2. TAMUCT and CTC agree to provide brochures, promotional materials, contact information and informational links to TAMUCT and CTC websites to assist client students with enrollment and career planning.
3. TAMUCT and CTC agree to provide information to be used, subject to client's policies and discretion, to support the client's internal promotion of continuing education.
4. Where feasible, and with payment to TAMUCT and/or CTC at a reasonable, negotiated rate, TAMUCT and CTC agree to collaborate with client to leverage intern and/or graduate students to support client initiatives. Such agreements shall be made separately in signed written agreements between the participating parties.
5. TAMUCT and CTC agree to help support client educational initiatives including meeting space and wellness programs.

Alliance Memorandum of Understanding

CITY OF KILLEEN

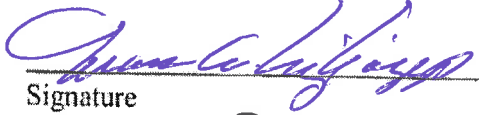
Signature

Printed Name

Title

Date

TEXAS A&M UNIVERSITY
CENTRAL TEXAS


Signature

Marc Nighiazzo

Printed Name

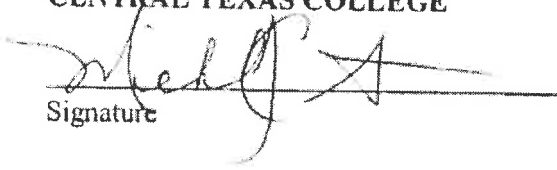
Resident

Title

4/18/17

Date

CENTRAL TEXAS COLLEGE


Signature

Ms. Michele J. Carter

Printed Name

Deputy Chancellor, Finance & Administration

Title

12 April 2017

Date



MEMORANDUM OF UNDERSTANDING FOR
THE CITY OF KILLEEN WITH CENTRAL TEXAS
COLLEGE AND TEXAS A&M UNIVERSITY-
CENTRAL TEXAS

RS-17-052

May 16, 2017

Background

2

- Texas A&M University-Central Texas, established 2009
- Partnership and collaboration
- Affordable terminal degree (bachelor's)
- Vision 2030: Goal 9: Quality Educational Opportunities and Goal 11: Recruiting and Maintaining a Talented and Committed Workforce

Alternatives

3

- No action
- Formalize agreement with Central Texas College and Texas A&M University-Central Texas

Staff Recommendation

4



Staff recommends that the City Council authorize the City Manager to execute the City of Killeen's memorandum of understanding with Central Texas College and Texas A&M University – Central Texas.



City of Killeen

Legislation Details

File #: PH-17-025 **Version:** 1 **Name:** Readopt Youth Curfew
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 4/17/2017 **In control:** City Council
On agenda: 5/23/2017 **Final action:**
Title: HOLD a public hearing and consider an ordinance readopting the youth curfew. (2nd of 2 readings)
Sponsors: Police Department
Indexes:
Code sections: Sec. 16-109. - Definitions, Sec. 16-110. - Offenses, Sec. 16-111. - Defenses, Sec. 16-112. - Enforcement procedures, Sec. 16-113. - Penalties, Sec. 16-114. - Continuing evaluation
Attachments: [Staff Report](#)
[Local Government Code](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		
5/9/2017	1	City Council		
5/2/2017	1	City Council Workshop		



STAFF REPORT

DATE: May 2, 2017
TO: Ronald L. Olson, City Manager
FROM: Jerris Penrod Mapes, Police Legal Advisor
VIA: Margaret Young, Interim Police Chief
SUBJECT: Re-adoption of Youth Curfew

BACKGROUND AND FINDINGS:

The City of Killeen adopted the current version of the youth curfew ordinance in 1996 and readopted in 1999, 2002, 2005, 2008, 2011 and 2014. The Texas Local Government Code requires that the ordinances be reviewed every third year after passage. The governing body is to review the ordinance's effects on the community and problems it was intended to remedy and conduct public hearings on the need to continue the ordinance. The Council then has the option to abolish, continue or modify the ordinance.

The Killeen Police Department has gathered statistics that show while juveniles continue to commit offenses during the curfew hours, the number of juvenile arrests during curfew has remained fairly constant in each of the preceding three years. This indicates that the enforcement of the curfew ordinance has kept juveniles off the streets during the curfew hours, thus making them less able to commit offenses or be victimized during those hours.

In addition, the staff intends to present further testimony in support of continuing the ordinance at the public hearings.

The ordinance, as presented, is the ordinance currently in effect.

THE ALTERNATIVES CONSIDERED:

Allow the Youth Curfew to expire.

CONFORMITY TO CITY POLICY:

This ordinance conforms to city policy and state law.

FINANCIAL IMPACT:

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

No fiscal impact.

Is this a one-time or recurring expenditure?

Not applicable.

Is this expenditure budgeted?

Not applicable.

If not, where will the money come from?

Not applicable.

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

Not applicable.

RECOMMENDATION:

The Police Department recommends council re-adopt the Youth Curfew ordinance.

DEPARTMENTAL CLEARANCES:

Police Department
Legal

ATTACHED SUPPORTING DOCUMENTS:

Local Government Code §370.002
Ordinance

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN ONE
TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL AND
COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR
ORDINANCE. (a) Before the third anniversary of the date of
adoption of a juvenile curfew ordinance by a general-law
municipality or a home-rule municipality or an order of a county
commissioners court, and every third year thereafter, the
governing body of the general-law municipality or home-rule
municipality or the commissioners court of the county shall:

(1) review the ordinance or order's effects on the
community and on problems the ordinance or order was intended to
remedy;

(2) conduct public hearings on the need to continue
the ordinance or order; and

(3) abolish, continue, or modify the ordinance or
order.

(b) Failure to act in accordance with Subsections (a)(1)-
(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31,
1995.

ORDINANCE _____

AN ORDINANCE READOPTING A CURFEW FOR PERSONS UNDER SEVENTEEN YEARS OF AGE TO PROHIBIT THEIR BEING IN ANY PUBLIC PLACE FROM 11:00PM ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00AM THE FOLLOWING DAY, AND FROM 12:01 AM UNTIL 6:00AM ON ANY FRIDAY OR SATURDAY OR ON ANY DAY FROM JUNE 1 THROUGH AUGUST 15; PROVIDING DEFINITIONS; PROVIDING ENFORCEMENT PROCEDURES; PROVIDING PENALTIES CONSISTING OF A FINE FOR MINORS NOT TO EXCEED \$500.00, AND FOR PARENTS OF MINORS CONSISTING OF A FINE OF NOT LESS THAN \$50.00, BUT NOT TO EXCEED \$500.00; ADOPTING CERTAIN DEFENSES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Killeen has previously adopted ordinances relating to curfews for minors; and

WHEREAS, Killeen continues to experience juvenile violence, juvenile crime, and juvenile gang activity, resulting in juveniles being involved in a wide range of illegal behavior including vandalism, assault, public drinking and littering, drug use, and breaking and entering; and

WHEREAS, persons under the age of seventeen are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang-related activities and to be victims of older perpetrators of crime; and

WHEREAS, lack of parental supervision and guidance contributes to the unacceptable level of juvenile violence, crime, and gang activity, and parental responsibility needs to be supported; and

WHEREAS, the youth curfew ordinance previously adopted in 2014 must be reviewed before re-adoption; and

WHEREAS, because the statistics show that the curfew ordinance is working to reduce juvenile crime during the curfew hours, it is necessary for the City of Killeen to continue to exercise its authority to protect minors from each other and from other persons, to promote parental control and responsibility for children, to protect the general public and to reduce juvenile criminal and delinquent activities, **NOW THEREFORE**,

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

SECTION I. That the following is readopted as Chapter 16, Article V, of the Code of Ordinances of the City of Killeen:

Chapter 16

MISCELLANEOUS PROVISIONS AND OFFENSES

ARTICLE V. YOUTH CURFEW

Sec. 16-109. - Definitions.

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

Curfew hours means:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.
- (3) Notwithstanding (1) and (2), from June 1 to August 15 of each year, curfew hours shall be from 12:01 a.m. on any day until 6:00 a.m.

Emergency shall include, but not be limited to, fire, natural disaster, an automobile accident or seeking immediate medical treatment for any person.

Interstate transportation means transportation between states of the United States or between a state of the United States and a foreign country, to which any travel through the city is merely incidental.

Intrastate transportation means transportation between locations within the state, to which any travel through the city is merely incidental.

Minor shall mean any person under seventeen (17) years of age.

Parent shall mean a person who is the natural or adoptive parent of minor. As used herein "parent" shall also include a court-appointed guardian or other person twenty-one (21) years of age or older who has been authorized by the parent, by a court order, or by the court-appointed guardian to have the care and physical control of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets and highways, and the common areas of

schools, hospitals, apartment houses, office buildings, transportation facilities, restaurants and shops.

(Ord. No. 92-46, § I, 8-11-92; Ord. No. 96-61, § I, 7-23-96; lapsed 07-23-99; re-adopted Ord. No. 99-69, § I, 9-14-99; Ord. No. 02-33, § I, 8-27-02; Ord. No. 05-59, § I, 8-16-05; Ord. No. 08-052, § I, 7-22-08; Ord. No. 11-058, § I, 7-12-11)

Sec. 16-110. - Offenses.

- (a) It shall be unlawful for any minor to intentionally or knowingly remain, walk, run, stand, drive or ride about in or upon any public place in the city during curfew hours.
- (b) It shall be unlawful for a parent of a minor to knowingly allow or permit the minor to be in violation of the curfew imposed in subsection (a) of this section. The term "knowingly" includes knowledge which such parent should reasonably be expected to have concerning the whereabouts of a minor in the parent's care. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a minor's whereabouts during the hours of curfew established by this ordinance.
- (c) It shall be unlawful for any owner, operator, or employee of any privately owned place of business operated for a profit to which the public is invited, to knowingly allow a minor to remain upon the premises of said place of business during curfew hours.

(Ord. No. 92-46, § I, 8-11-92; Ord. No. 96-61, § I, 7-23-96; lapsed 07-23-99; re-adopted Ord. No. 99-69, § I, 9-14-99; Ord. No. 02-33, § I, 8-27-02; Ord. No. 05-59, § I, 8-16-05; Ord. No. 08-052, § I, 7-22-08; Ord. No. 11-058, § I, 7-12-11)

Sec. 16-111. - Defenses.

It is a defense to prosecution under section 16-110 that, at the time of the act that otherwise would constitute an offense:

- (1) The minor was accompanied by his or her parent;
- (2) The minor was accompanied by an adult twenty-one (21) years of age or older approved by the parent;
- (3) The minor was on an emergency errand;
- (4) The minor was attending a school, religious or government-sponsored activity, or going to or coming from a school, religious or government-sponsored activity;
- (5) The minor was engaged in a lawful employment activity or labor organization meeting, or going to or coming from said lawful employment or labor organization meeting;

- (6) The minor was on the premises of the place where such minor resides or on the premises of a next-door neighbor, and said neighbor was not communicating an objection to a peace officer regarding the presence of said minor;
- (7) The minor was upon an errand directed by his or her parent;
- (8) The minor was in an aircraft or motor vehicle involved in intrastate or interstate transportation, or was awaiting transportation by such means;
- (9) The minor was exercising his or her First and Fourteenth Amendment rights protected by the United States Constitution, including but not limited to, the free exercise of religion, freedom of speech, and the right of assembly; or
- (10) The minor was married or had been married or had disabilities of minority removed in accordance with the Texas Family Code.
- (11) In a prosecution under subsection 16-110(c), the owner, operator or employee of the place of business promptly notified the police department that a minor was present on the premises of the business during curfew hours and refused to leave.

(Ord. No. 92-46, § I, 8-11-92; Ord. No. 96-61, § I, 7-23-96; lapsed 07-23-99; re-adopted Ord. No. 99-69, § I, 9-14-99; Ord. No. 02-33, § I, 8-27-02; Ord. No. 05-59, § I, 8-16-05; Ord. No. 08-052, § I, 7-22-08; Ord. No. 11-058, § I, 7-12-11)

Sec. 16-112. - Enforcement procedures.

Any peace officer, upon finding a minor in violation of section 16-110, may:

- (a) Order the minor to go directly and promptly to his home, after issuing either a verbal warning, a written warning or a citation; or
 - (b) Release the minor to a parent, legal guardian or other responsible adult under circumstances deemed appropriate by the officer, after issuing either a verbal warning, written warning or a citation.
- (1) When a minor is released to a parent, legal guardian or other responsible adult, the adult shall be informed of the specific violation, the nature and purpose of the law, and the consequences of future violations. The peace officer has the discretion to issue either a verbal warning, written warning or a citation to the minor's parent, legal guardian, or a responsible adult into whose care the minor was placed.

(Ord. No. 92-46, § I, 8-11-92; Ord. No. 96-61, § I, 7-23-96; lapsed 07-23-99; re-adopted Ord. No. 99-69, § I, 9-14-99; Ord. No. 02-33, § I, 8-27-02; Ord. No. 05-59, § I, 8-16-05; Ord. No. 08-052, § I, 7-22-08; Ord. No. 11-058, § I, 7-12-11)

Sec. 16-113. - Penalties.

- (a) Any minor violating the provisions of this article shall be guilty of a Class C misdemeanor as defined by the Texas Penal Code and shall be dealt with in

accordance with the provisions of Title 3 of the Texas Family Code, and the Texas Code of Criminal Procedure.

- (b) A parent who violates subsection 16-110(b) or a person who violates subsection 16-110(c) shall be guilty of a misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).
- (c) In assessing punishment for either a parent or minor, the municipal court judge may consider a community service or teen court program.

(Ord. No. 92-46, § I, 8-11-92; Ord. No. 96-61, § I, 7-23-96; lapsed 07-23-99; re-adopted Ord. No. 99-69, § I, 9-14-99; Ord. No. 02-33, § I, 8-27-02; Ord. No. 05-59, § I, 8-16-05; Ord. No. 08-052, § I, 7-22-08; Ord. No. 11-058, § I, 7-12-11)

Sec. 16-114. - Continuing evaluation.

This ordinance shall be reviewed every third year after passage, as required by V.T.C.A., Local Government Code § 370.002, as amended. Such review shall be conducted following public hearings upon the need to continue the ordinance, and the city council shall have the option to continue, abolish or modify the ordinance based upon its review of the ordinance's effects on the community and on the problems the ordinance is intended to remedy.

(Ord. No. 96-61, § I, 7-23-96; lapsed 07-23-99; re-adopted Ord. No. 99-69, § I, 9-14-99; Ord. No. 02-33, § I, 8-27-02; Ord. No. 05-59, § I, 8-16-05; Ord. No. 08-052, § I, 7-22-08; Ord. No. 11-058, § I, 7-12-11; Ord. No. 14-042, 6-10-14)



YOUTH CURFEW

PH-17-025

May 2, 2017

Local Government Code §370.002

2

Review of Juvenile Curfew Ordinance

Every three years:

- (1) review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
- (2) conduct public hearings on the need to continue the ordinance; and
- (3) abolish, continue, or modify the ordinance.

Failure to act shall cause the ordinance to expire.

CHAP. 16 ARTICLE V.

YOUTH CURFEW § 16 109-114

3

Curfew hours means:

- (1) 11:00 p.m. to 6:00 a.m. on Sunday through Thursday nights
- (2) 12:01 a.m. to 6:00 a.m. on Friday and Saturday nights
- (3) Exception: June 1 - August 15, curfew hours are from 12:01 a.m. to 6:00 a.m. every night

General Facts

4

KISD Enrollment

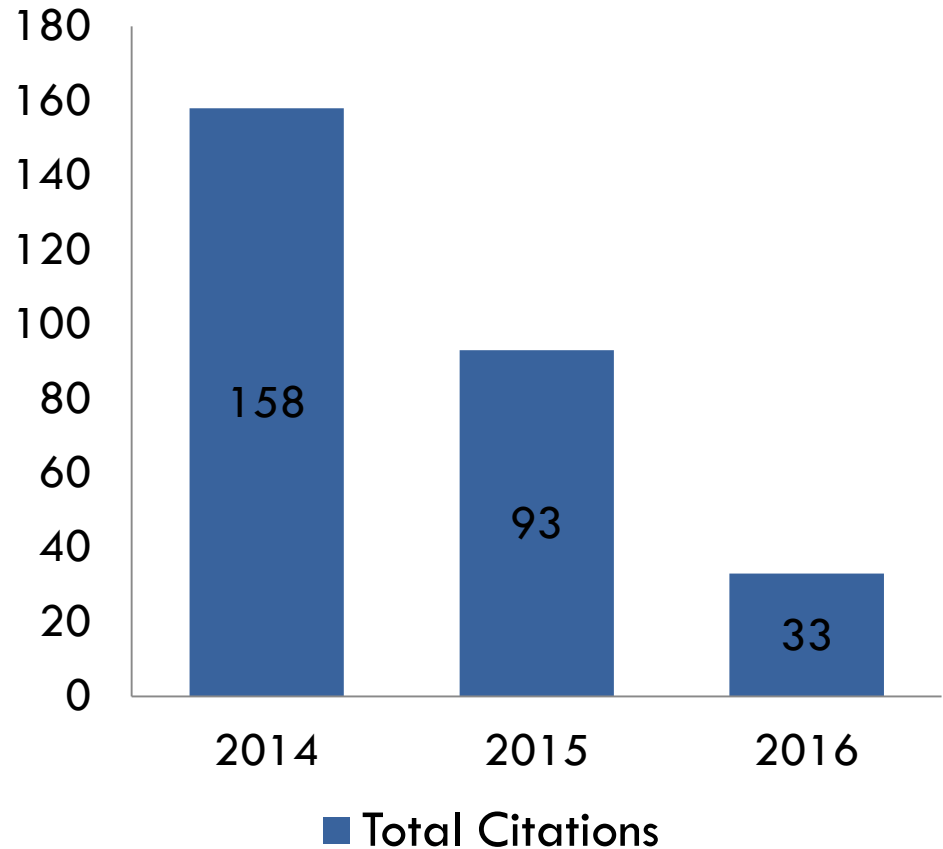
2013-14 41,751

2014-15 42,929

2015-16 43,429

Killeen Population

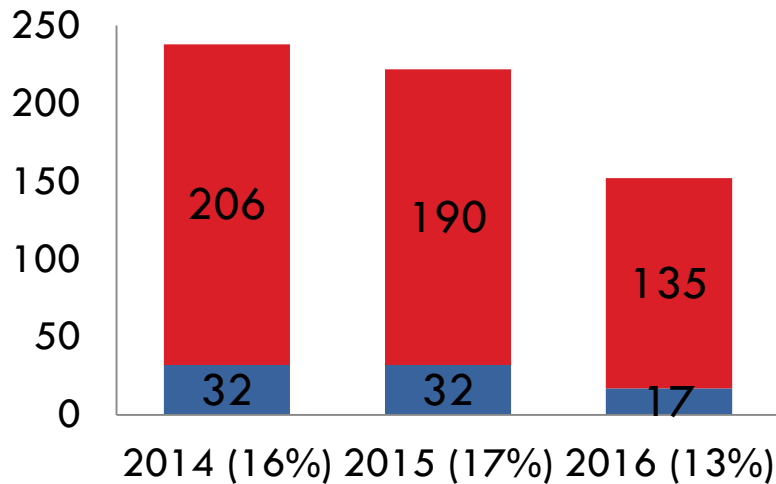
140,806



Comparison: Juveniles vs Adults

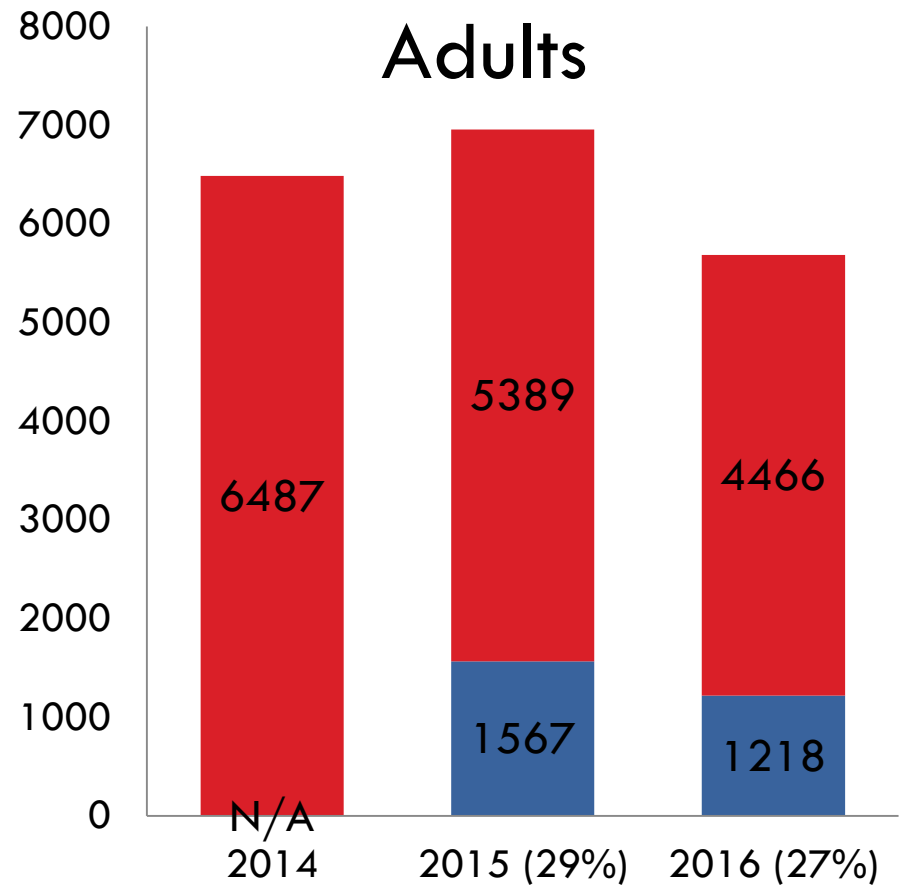
5

Juveniles



■ 12:01-6:00 a.m. ■ Total Juvenile Arrests

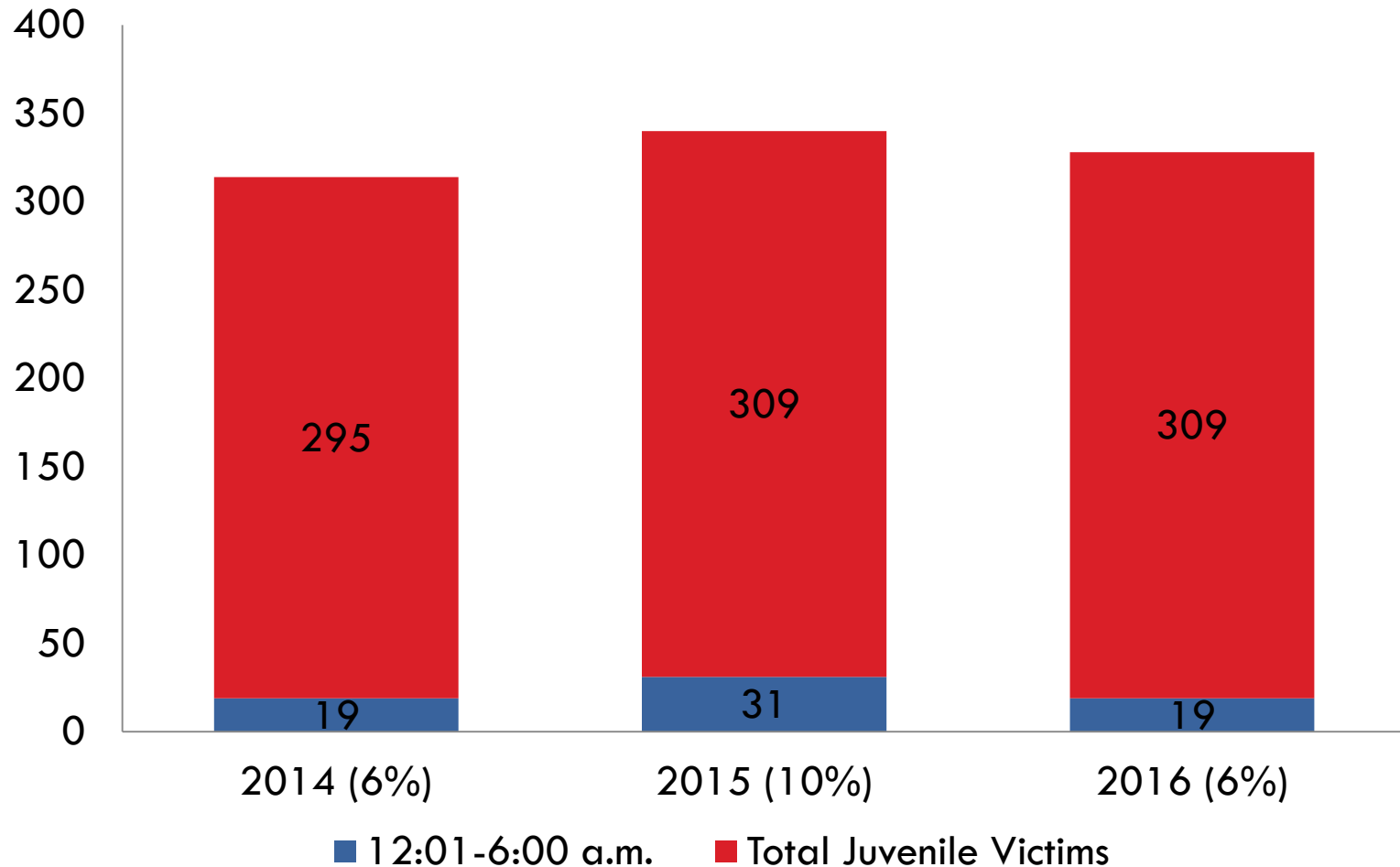
Adults



■ 12:01-6:00 a.m. ■ Total Adult Arrests

Juvenile Victims

6



Youth Curfew

7

Staff believes the statistics indicate that the enforcement of the curfew ordinance has kept juveniles off the streets during the curfew hours, thus making them less able to commit offenses or be victimized during those hours.



City of Killeen

Legislation Details

File #: PH-17-026 **Version:** 1 **Name:** Mid-Year Budget Adjustments
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 5/4/2017 **In control:** City Council
On agenda: 5/23/2017 **Final action:**
Title: HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to transfer budgeted funds between departments within the General Fund and Solid Waste Fund.
Sponsors: Finance Department, Solid Waste
Indexes: Budget Amendments
Code sections:
Attachments: [Staff Report](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
5/16/2017	1	City Council Workshop		



STAFF REPORT

DATE: May 16, 2017

TO: Ronald L. Olson, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: Mid-Year Budget Amendment

BACKGROUND AND FINDINGS:

At the April 18, 2017, City Council Workshop, staff provided a FY 2017 Mid-Year Budget presentation. The presentation is attached for review. The briefing includes forecasted revenue and expenditure information, as well as recommended budget amendments for projected funding shortfalls in specific departments. This ordinance will authorize the recommended budget amendments. The amendments include adjusting departmental budgeted funds within the General Fund and Solid Waste Fund. The budget amendment does not increase the overall budget of the General Fund or Solid Waste Fund.

THE ALTERNATIVES CONSIDERED:

No alternatives were considered.

WHICH ALTERNATIVE IS RECOMMENDED?

A budget amendment is required to address the projected shortfalls. City Charter, Section 71. Transfers of Appropriations, states that City Council may approve a transfer of appropriation balance from one department to another.

CONFORMITY TO CITY POLICY:

City Charter, Section 71, authorizes the City Manager to transfer budgeted funds within a department and requires that the City Council approve budget transfers between departments.

FINANCIAL IMPACT:

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

The budget amendment does not increase the overall budget of the General Fund or Solid Waste Fund.

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 approve the budget amendment moving budgeted funds between departments within the General Fund and Solid Waste Fund.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

FY 2017 Mid-Year Budget Presentation

Ordinance

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2017 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO TRANSFER BUDGETED FUNDS BETWEEN DEPARTMENTS WITHIN THE GENERAL FUND AND SOLID WASTE FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2016, to September 30, 2017, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to transfer budgets between departments within the General Fund and Solid Waste Fund.

WHEREAS, the transfer of budget between departments requires City Council approval;

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

SECTION I. That Ordinance 16-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2016, to September 30, 2017, be amended as to the portion of said budget as follows:

Account Number	Account Name	Current Budget	Budget Change	Amended Budget
Transfer From:				
010-0405-414-40-05	Full-Time Salaries	141,012	(28,000)	113,012
010-0406-414-40-05	Full-Time Salaries	99,894	(16,000)	83,894
010-2135-460-40-05	Full-Time Salaries	130,054	(104,499)	25,555
010-2135-460-45-05	Hospital Insurance	5,500	(5,339)	161
010-2135-460-45-10	Retirement	12,437	(10,254)	2,183
010-2135-460-45-15	Social Security	10,090	(8,107)	1,983
010-2305-418-40-05	Full-Time Salaries	601,806	(39,000)	562,806
010-2705-419-45-05	Hospital Insurance	75,212	(18,500)	56,712
010-3215-423-40-05	Full-Time Salaries	812,668	(24,000)	788,668
010-3259-426-40-05	Full-Time Salaries	456,890	(19,000)	437,890
010-3259-426-45-05	Hospital Insurance	76,883	(8,900)	67,983
010-3259-426-45-10	Retirement	43,650	(14,000)	29,650
010-4051-450-40-05	Full-Time Salaries	407,769	(40,000)	367,769
010-4051-450-45-10	Retirement	39,255	(8,215)	31,040

010-4051-450-45-05	Hospital Insurance	27,550	(4,000)	23,550
010-4052-450-40-05	Full-Time Salaries	615,094	(20,000)	595,094
010-7070-442-40-05	Full-Time Salaries	13,221,947	(185,717)	13,036,230
010-9505-491-44-05	Telephone	219,713	(30,000)	189,713
010-9501-491-50-20	Reserve Appropriation	26,000	(26,000)	-
540-3475-439-40-05	Full-Time Salaries	468,549	(15,000)	453,549
540-3478-439-40-05	Full-Time Salaries	514,892	(9,420)	505,472
Total		\$ 18,006,865	\$ (633,951)	\$ 17,372,914
Transfer To:				
010-0201-413-40-05	Full-Time Salaries	84,778	8,320	93,098
010-3445-434-44-50	Electricity Services	298,053	206,749	504,802
010-6000-441-40-15	Overtime	669,130	300,993	970,123
010-9509-491-47-01	Consulting	865,548	93,469	959,017
540-2305-418-50-70	Unemployment Reimbursement	8,142	2 4,420	32,562
Total		\$ 1,925,651	\$ 633,951	\$ 2,559,602
Total Change		\$ 19,932,516	\$ -	\$ 19,932,516

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 23rd day of May 2017, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

Jose L. Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY



MID-YEAR BUDGET AMENDMENT

PH-17-026

May 16, 2017

Mid-Year Budget Amendment

2

- Mid-Year Review - April 18 City Council Workshop
 - ▣ Monthly Revenue and Expenditure Activity
 - ▣ Budget to Actual Results
 - ▣ Forecasted Revenues and Expenditures
 - ▣ Projected Budget Adjustments
 - City Manager approves budget adjustments between accounts of the same department
 - City Council approves budget adjustments between accounts of different departments
- Recommended Budget Amendment - \$633,951
 - ▣ General Fund - \$609,531
 - ▣ Solid Waste Fund - \$24,420
 - ▣ No movement between funds; total budget remains the same

General Fund

Budget Amendment

3

Transfer Budgeted Funds from:

Department	Account Type	Amount
Fire	Personnel	(\$185,717)
Support Services	Personnel	(128,199)
Planning & Dev.	Personnel	(72,215)
Non-Depart.	Operating	(56,000)
Public Information	Personnel	(44,000)
Community Dev.	Personnel	(41,900)
Human Resources	Personnel	(39,000)
Library	Personnel	(24,000)
Information Tech.	Personnel	<u>(18,500)</u>
Total		(\$609,531)

Transfer Budgeted Funds to:

Department	Account Type	Amount
Police	Personnel	\$300,993
Public Works	Operating	206,749
Non-Depart.	Operating	93,469
Assistant City Mgr.	Personnel	<u>8,320</u>
Total		\$609,531

Solid Waste Fund

Budget Amendment

4

Transfer Budgeted Funds from:

Department	Account Type	Amount
Public Works	Personnel	(\$24,420)

Transfer Budgeted Funds to:

Department	Account Type	Amount
Human Resources	Personnel	\$24,420