



City of Killeen

Agenda City Council

Tuesday, September 25, 2018

5:00 PM

Utility Collections
Conference Room
210 West Avenue C
Killeen, Texas

Call to Order and Roll Call

<input type="checkbox"/> Jose Segarra, Mayor	<input type="checkbox"/> Jim Kilpatrick
<input type="checkbox"/> Shirley Fleming	<input type="checkbox"/> Butch Menking
<input type="checkbox"/> Steve Harris	<input type="checkbox"/> Debbie Nash-King
<input type="checkbox"/> Gregory Johnson	<input type="checkbox"/> Juan Rivera

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

1. [MN-18-021](#) Consider Minutes of Special City Council Meeting of September 4, 2018.
Attachments: [Minutes](#)
2. [MN-18-022](#) Consider Minutes of Regular City Council Meeting of September 11, 2018.
Attachments: [Minutes](#)

Resolutions

3. [RS-18-082](#) Consider a memorandum/resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the 2018 Rate Review Mechanism filings.
Attachments: [Staff Report](#)
[Resolution](#)
[Bill Comparison](#)
[Presentation](#)
4. [RS-18-083](#) Consider a memorandum/resolution approving an addendum to the agreement with LS Johnston Architects for professional services associated with the Bob Gilmore Senior Center Renovation project.
Attachments: [Staff Report](#)

[Agreement](#)

[Proposed Amendment](#)

[Certificate of Intersted Parties](#)

[Presentation](#)

5. [RS-18-084](#) Consider a memorandum/resolution authorizing the award of Bid No. 18-19 for Concrete, Street Materials, Top Soil, Rock, and Slurry Seal Services.

Attachments: [Staff Report](#)

[Bid Tabulation](#)

[Certificate of Interested Parties](#)

[Presentation](#)

6. [RS-18-085](#) Consider a memorandum/resolution accepting TxDOT Routine Airport Maintenance Program (RAMP) grants for Killeen Fort Hood Regional Airport and Skylark Field.

Attachments: [Staff Report](#)

[TxDOT RAMP Grant KFHRA](#)

[TxDOT RAMP Grant Skylark Field](#)

[Presentation](#)

7. [RS-18-086](#) Consider a memorandum/resolution approving airline lease agreement extensions at the Killeen Fort Hood Regional Airport.

Attachments: [Staff Report](#)

[American Lease Agreement](#)

[United Lease Agreement](#)

[Certificate of Interested Parties](#)

[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 September 21, 2018.

Lucy C. Aldrich, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss

any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

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

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.

- *KSC Han Mi Pavilion Dedication Ceremony, September 21, 2018, 3:00 p.m. Killeen Civic & Conference Center*
- *AUSA Annual Meeting, October 6 - 10, 2018, Washington, DC*
- *TML Annual Conference, October 10 - 12, 2018, Fort Worth, Texas*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-18-021 **Version:** 1 **Name:** Special Minutes of September 4, 2018
Type: Minutes **Status:** Minutes
File created: 8/31/2018 **In control:** City Council
On agenda: 9/25/2018 **Final action:**
Title: Consider Minutes of Special City Council Meeting of September 4, 2018.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		

City of Killeen
Special City Council Meeting
Killeen Utilities Collections Conference Room
September 4, 2018 at 5:02 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro-Tem Jim Kilpatrick, Councilmembers, Butch Menking, Juan Rivera, Gregory Johnson, Shirley Fleming, Debbie Nash-King, and Steve Harris

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

Approval of Agenda

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

Public Hearings

PH-18-025 HOLD a on the proposed tax rate of 0.7575 for fiscal year October 1, 2018, through September 30, 2019, and announce the meeting to adopt the proposed tax rate on September 18, 2018. (1st of 2 Public Hearings)

Staff Comments: Jon Locke, Executive Director of Finance

On August 21, 2018, City Council set the preliminary tax rate at 0.7575 per \$100 valuation and adopted a resolution scheduling the adoption of the tax rate for September 18, 2018, and setting public hearings for September 4, 2018, and September 11, 2018, on the proposed tax rate for the FY 2019 Proposed Annual Budget and Plan of Municipal Services. The effective tax rate for FY 2019 is 0.7449. The rollback tax rate adjusted for sales tax for FY 2019 is 0.7575. Since the preliminary tax rate was set above the effective tax rate, Texas Property Tax Code requires that two public hearings be held prior to the adoption of the final tax rate. Staff recommends the City Council conduct the first of two public hearings to receive comments on the proposed tax rate of 0.7575 per \$100 valuation for fiscal year October 1, 2018, through September 30, 2019, and announce meeting to adopt the proposed tax rate on September 18, 2018.

Mayor Segarra opened the public hearing.

Holly Teel, 1704 Hooten Street, Killeen - is in agreement with the proposed tax rate of 0.7575, as long as she sees the results of the additional revenue being used to increase services that are provided to the citizens around the city.

Mellisa Brown, 6105 Melanie Drive, Killeen - expressed concerns about the way the tax rate process is presented to the public and would like to see a better understanding explained.

Ms. Croft, 2384 E. Stagecoach Road, Killeen - is in agreement with the proposed tax rate of 0.7575, as long as she sees the results of the additional revenue being used to

increase services that are provided to the citizens around the city, particularly in her area that was annexed in 2008.

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

Mayor Segarra announced that a second public hearing will be held on September 11, 2018 at 5:00 p.m. at 210 West Avenue C, Killeen, Texas and the meeting to adopt the tax rate will be held on September 18, 2018 at 5:00 p.m. at 210 West Avenue C, Killeen, Texas.

PH-18-026 HOLD a public hearing on the FY 2019 Proposed Annual Budget and Plan of Municipal Services for the Fiscal Year October 1, 2019, through September 30, 2019.

Staff comments: Jon Locke, Executive Director of Finance. Local Government Code and City of Killeen Charter requires that a public hearing be held prior to the adoption of the final budget. A fiscal year 2019 budget summary was presented.

Mayor Segarra opened the public hearing.

Harold Butchard, 309 S. 2nd Street, Killeen - requested for city council to consider funding sewer repairs that have been placed on the burden of homeowners in years past.

Craig Langford, 2501 E. Elms Road, Killeen - requested city council consider a request from the Killeen Area Heritage Association for reimbursement of the Hotel Occupancy Tax for historical preservation of buildings that the organization maintains.

Tony Stepan, 1803 Kirk Avenue, Killeen - requested for city council to consider funding sewer repairs that have been placed on the burden of homeowners in years past. He explained the burden and effect that costly sewer line repairs have on homeowners.

Tolly James, Jr., 1206 Bonner Drive, Killeen - addressed his concern with the budget as it relates to an unfunded mandate in retirement accounts.

Holly Teel, 1704 Hooten Street, Killeen - spoke against the proposed budget and does not understand why revenue systems that will fill the city coffers have not been looked into.

Nikki Walsh, 1101 Farhills Drive, Killeen - requested for city council to consider funding sewer repairs that have been placed on the burden of homeowners in years past. Ms. Walsh explained her past experience with sewer repairs. She believes that the fees that she pays in her monthly utility bill would have covered the costs that the city would incur when making repairs to sewer lines, including her lateral line.

Lee Huggins, 12023 Cabana Lane, Austin (Killeen property owner) - requested for city council to consider funding sewer repairs that have been placed on the burden of homeowners in years past. He presented a graph obtained from the Killeen Daily Herald that represents half of the readership believing that the city should bear the costs of sewer line repairs in city easements.

Ms. Croft, 2384 E. Stagecoach Road, Killeen - requested that funds be put in the budget to cover the costs associated with what was promised to the citizens whose

properties were annexed in 2008 (such as sewer lines that would connect to the city main line).

Mellisa Brown, 6105 Melanie Drive, Killeen - requested that city council vote to approve the effective rate. Ms. Brown spoke against funds being spent on museum contributions, the Killeen Chamber of Commerce and the Killeen Economic Development. She addressed concerns with future capital improvements projects and how they are funded.

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

Motion was made by Mayor Pro Tem Kilpatrick to set the date of September 18, 2018 to adopt the FY 2019 Proposed Budget, the meeting will start at 5:00 p.m. and will be held at 210 West Avenue C, Killeen, Texas. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

Discussion Items

DS-18-077 Discuss and Direct Staff on FY 2018-2019 Budget

Staff comments: Ron Olson, City Manager.

Mr. Olson opened further discussions on the fiscal year 2018-2019 budget and requested direction from city council on two items that he identified as staff needing further direction on: 1) if council is going to stay with the rollback tax rate of \$0.7575, council is going to need to direct staff to amend the proposed budget to include the estimated revenue that would come with that tax increase, and 2) in reference to the HOP, council needs to direct staff on funding, if any, to be contributed to the HOP.

- *Motion was made by Mayor Pro Tem Kilpatrick giving direction to the City Manager to include in the budget a line amount in the amount of \$120,850 to contribute to the HOP (same amount as FY 2017-2018). Motion was seconded by Councilmember Johnson. Motion carried unanimously.*
- *Motion was made by Councilmember Rivera giving direction to the City Manager to use the tax rate of \$0.7575. The motion was seconded Mayor Pro Tem Kilpatrick. Motion failed 3 to 4 with Councilmember Nash-King, Councilmember Fleming, Councilmember Johnson and Councilmember Harris in opposition. Mayor Seggara announced that with this action, the proposed tax rate is the rate to work with and due to no changes needing to be made to the FY2018-2019 proposed budget, there is no need to conduct a second public hearing on the budget.*

Councilmember Fleming opened discussions in reference to the city taking on the responsibility of repairs to sewer lateral lines that are currently the responsibility of the homeowner. Mr. Olson advised that this concern is being addressed and researched by city staff who has been directed to bring a draft ordinance to city council for discussion and consideration at a future council workshop meeting. An ordinance would have to be approved and

adopted by city council before any funds could be spent on repairs to sewer lateral lines that is not outlined in the current ordinance.

- *Motion was made by Councilmember Fleming giving direction to the City Manager to adjust the Water & Sewer budget internally using \$100,000 in contingency funds and taking \$300,000 out of the Water & Sewer Capital fund to place \$400,000 total into a Water and Sewer account dedicated for sewer lateral line repairs. Motion was seconded by Councilmember Johnson. Motion carried unanimously.*

Adjournment

With no further business, upon motion being made by Councilmember Rivera, seconded by Mayor Pro Tem Kilpatrick, and unanimously approved, the meeting was adjourned at 6:17 p.m.



City of Killeen

Legislation Details

File #: MN-18-022 **Version:** 1 **Name:** Minutes of September 11, 2018
Type: Minutes **Status:** Minutes
File created: 8/31/2018 **In control:** City Council
On agenda: 9/25/2018 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of September 11, 2018.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen Utilities Collections Conference Room
September 11, 2018 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro-Tem Jim Kilpatrick, Councilmembers, Butch Menking, Juan Rivera, Gregory Johnson (arrived at 5:08 p.m.), Shirley Fleming, Debbie Nash-King, and Steve Harris

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

Mr. Jones gave the invocation, and Councilmember Fleming led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Minutes

Motion was made by Councilmember Menking to approve the minutes of the August 21, 2018 Special City Council Meeting and the August 28, 2018 Regular City Council Meeting. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

Resolutions

RS-18-075 Consider a memorandum/resolution to enter into an agreement with the Greater Killeen Chamber of Commerce for economic development services.

Staff Comments: Jon Locke, Executive Director of Finance.

Mr. Locke provided the background of the chamber agreement and the services that have been provided since 1987. During the September 4, 2018 City Council Workshop meeting, city council directed the City Manager to work with the Chamber of Commerce on a transition plan that would separate the Killeen Economic Development Corporation from the Chamber of Commerce, creating two separate entities. As that transition is being researched and possibly implemented over an undetermined amount of time, staff is recommending that City Council authorize the City Manager or designee to execute the agreement for FY2019 with the Greater Killeen Chamber of Commerce and set the contribution amount of \$338,700.

Motion was made by Mayor Pro Tem Kilpatrick to approve RS-18-075. Motion was seconded by Councilmember Fleming. Motion carried 5 to 2 with Councilmember Harris and Councilmember Johnson in opposition.

RS-18-076 Consider a memorandum/resolution to enter into an agreement with the Killeen Economic Development Corporation for economic development services.

Staff Comments: Jon Locke, Executive Director of Finance.

Mr. Locke provided a background of the KEDC agreement and the services that have been provided since 1990. Staff recommends that City Council authorize the City Manager or designee to execute an agreement with the Killeen Economic Development Corporation and set the FY 2019 contribution amount of \$386,354.

Motion was made by Councilmember Fleming to approve RS-18-076. Motion was seconded by Councilmember Nash-King. Motion carried 6 to 1 with Councilmember Harris in opposition.

RS-18-077 Consider a memorandum/resolution approving the acceptance and disposition of the Homeland Security Grant – Office of the Governor.

Staff Comments: Brian Brank, Fire Chief.

The Killeen Fire Department has applied for and received a grant from the Homeland Security Office of the Governor in the amount of \$22,626.67. This grant will be used to replace outdated equipment currently used on the haz-mat vehicle (ChemPro100i and Level A Haz-Mat Suites) that will enhance the fire department's capabilities when responding and identifying chemical warfare agents. Staff recommends that the City Manager or his designee be the authorized official and be given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City. City staff further recommends the City Manager or his designee be authorized to execute the purchase of Chempro 100i detector and Level A suits within the required state purchasing law and city policy and that the City Manager or his designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Rivera to approve RS-18-077. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

RS-18-078 Consider a memorandum/resolution authorizing an agreement for HVAC repairs at the Police Department Headquarters.

Staff Comments: Charles Kimble, Chief of Police.

Chief Kimble gave an overview of the repairs that are needed on the HVAC system at the police headquarters building. The police department is currently under contract with The Brandt Companies, LLC (TASB BuyBoard #558-15) for on-going maintenance of the HVAC system. The proposed repair cost in the amount of \$38,092 will be performed under TASB BuyBoard #461-14. This expense plus pre-budgeted maintenance and repairs performed under the existing maintenance contract will cause expenses paid to this vendor to exceed \$50,000 this fiscal year. Funding has been identified and is available for the heat and air repairs to be completed. City staff recommends that the City Manager or his designee be authorized to execute the agreement for repairs of the HVAC System at the Police Headquarters building by The Brandt Companies, LLC., through the TASB BuyBoard.

Motion was made by Councilmember Nash-King to approve RS-18-078. Motion was seconded by Councilmember Menking. Motion carried unanimously.

RS-18-079 Consider a memorandum/resolution appointing members to various citizen boards and commissions

Staff Comments: Kathy Davis, City Attorney.

Staff recommends that City Council appoint new member individuals to fill vacancies and expired terms, as well as, make re-appointments to positions as necessary. The following indicates the proposed appointments/re-appointments:

Animal Advisory Committee (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Petra Cannon	Term Expired	Dirk Davis	Citizen Rep	Yes (6)	
Katherine Fischer	Term Expired	Leo Gukeisen	Citizen Rep	Yes (6)	
Linda Knotts	Term Expired	Linda Knotts	Citizen Rep	No	Yes
Lynette Boughton	Term Expired	Lynette Boughton	Citizen Rep	No	Yes
Peter Stanonik	Term Expired	Peter Stanonik	Citizen Rep	No	Yes
Natalie Pitman	Term Expired	Natalie Pitman	Citizen Rep	No	Yes
Melinda Harken-Hensley	Term Expired / Attendance	Janice Holladay	Citizen Rep		
Michael Joyner (unexpired 17-19)	Filled Vet Position	Shirley Del Conte	Citizen Rep		
George Fox	Term Expired	George Fox	Ex-Officio	No	Yes
Linda Marzi	Term Expired	Linda Marzi	Ex-Officio	No	Yes

Arts Commission (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Nelson Santiago	Term Expired	Nelson Santiago	Member-at-Large	No	Yes
John Doranski (unexpired 16-19)	Resigned	R. Flores-Achmad	Member-at-Large		
Vantonio Fraley	Term Expired/Resigned	John Miller	Folk Art/Paint/Sclp		
John Miller	Fill Folk Art/Paint/Sclp Pos	Position Eliminated	Member-at-Large		
Rachel Brent	Term Expired	Position Eliminated	Member-at-Large		

Audit Committee (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Bob Blair	Term Expired	Bob Blair	Citizen Rep	No	Yes
Jack Ralston	Term Expired	Jack Ralston	Citizen Rep	No	Yes

Board of Adjustment - Construction (Sub-Comm: D. Nash-King, S. Fleming)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Royce Bowles	Term Expired	Royce Bowles	Electrical Contractor	Yes (15)	Yes
John Deane	Term Expired	John Deane	Mechanical Contractor	Yes (12)	Yes
Michael Jahns	Term Expired / Resigned	Kent Stephens	Health District Rep		

Board of Adjustment – Fire Prevention Code (sub-comm: J. Kilpatrick, D. Nash-King)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Michael Neujahr	Term Expired	Reginald Cole	Citizen Rep	No	
Sean Payton	Term Expired	Sean Payton	Citizen Rep	No	Yes
Tommy Litton	Term Expired	Michael Turo	Alternate	No	
Clifford Pinkerton	Term Expired	Ronald Blackman	Citizen Rep	Yes (6)	

Board of Adjustment – Airport Hazard Zoning (sub-comm: S. Fleming, S. Harris)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Phil Haggerty	Term Expired	Phil Haggerty	Aviation Exp	Yes (14)	Yes
Charlie Watts	Term Expired	Jim Livingston	Citizen Rep	No	
Glenn Birmingham	Term Expired	Glenn Birmingham	Aviation Exp	No	Yes
Robert Harmon	Term Expired	Robert Harmon	Aviation Exp	No	Yes
Barbara Taylor	Term Expired	Barbara Taylor	Citizen Rep	Yes (8)	Yes

Board of Adjustment – Zoning (Sub-Comm: J. Kilpatrick, D. Nash-King)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Millie Cotto	Term Expired	Millie Cotto	Citizen Rep	Yes (8)	Yes
Sandra Johnson	Term Expired	Sandra Johnson	Citizen Rep	Yes (6)	Yes
Joel Steine	Term Expired	Joel Steine	Citizen Rep	Yes (6)	Yes
Tad Dorroh,P&Z Rep*	Term Expired	TBD	P&Z Rep	No	Yes
Claudia Bentley	Term Expired	Claudia Bentley	Citizen Rep	No	Yes

Civil Service Commission (City Manager)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Kelly Jenks	Term Expired	Kelly Jenks	Citizen Rep	Yes (6)	Yes

Community Development Advisory Committee (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Richard Banta	Term Expired	Richard Banta	Citizen Rep	No	Yes
Kim Barr	Term Expired	Luvina Sabree	Citizen Rep	Yes (9)	
Angelia Batie	Term Expired	Johnny Frederick	Citizen Rep	Yes (6)	
Nick Guajardo	Term Expired	Nick Guajardo	Citizen Rep	No	Yes
Riakos Adams	Term Expired	Riakos Adams	Citizen Rep	No	Yes
Andre Owens	Term Expired	Andre Owens	Citizen Rep	No	Yes

Heritage Preservation Board (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Jeb Burns (unexpired 17-20)	Resigned	Placidio Rivera	Architect/Preservationist /Rehabilitation Const. Experience		
Leonard Mantey (unexpired 16-19)	Resigned	Holly Teel	Citizen Rep		

Killeen Housing Authority (Mayor)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Erma Taylor	Term Expired	Erma Taylor	Resident Memb	No	Yes
Frederick Bee	Term Expired	Frederick Bee	Citizen Rep	Yes (6)	Yes
Daryl Peters	Term Expired	Daryl Peters	Citizen Rep	No	Yes
Minerva Trujillo	Term Expired	Minerva Trujillo	Citizen Rep	Yes (8)	Yes

Killeen Sister Cities (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Angel Rivera	Term Expired	Eliminated	Osan Rep-Cmte is Dormant		
Anna Rice	Term Expired	Kamal Rangel	YAC Rep, Ex-Officio		

Killeen Volunteers, Inc. (Sub-Comm: J. Kilpatrick, D. Nash-King)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
AnaLuisa Carrillo-Tapia	Term Expired	AnaLuisa Carrillo-Tapia	Citizen Rep	No	Yes
Misty Baumgrotz (unexpired 17-19)	Attendance	Michael Hodges	Citizen Rep		
Raquel Watkins	Term Expired / Resigned	Maceia Roscoe	Citizen Rep		
Linda Knotts (unexpired 17-19)	Filled VKI Rep Seat	R. Flores-Achmad	Citizen Rep		
Vera Simpson	Volunteer Killeen Rep	Linda Knotts	Volunteer Killeen Rep		
Raymond Perez	Celebrate Killeen Rep	Terry Mustapher	Celebrate Killeen Rep		
Laura Moreno	KKB Rep	Bonita Henderson	KKB Rep		
Brian Sunshine	CTC Rep	Rudy Sandoval	CTC Rep		
Olivia Winder	YAC Rep	To Be Determined	YAC Rep		

Planning & Zoning Commission – Identify Positions and Apply Correct Terms Appointed to:

Position 1	Ben Purser (appt 2016* - 2015-2018)	Term 1
Position 2	Sean Payton (appt 2017* - 2015-2018)	Term 1
Position 3	Tad Dorroh (appt 2012 – 2015-2018)	Term 2
Position 4	Kirk Latham (appt 2016 – 2016-2019)	Term 1
Position 5	Anthony Cooper (appt 2013 – 2016-2019)	Term 2
Position 6	Eugene Kim (appt 2017* - 2016-2019)	Term 1
Position 7	Larry Holly (appt 2017 – 2017-2020)	Term 1
Position 8	Daryl Peters (appt 2016* - 2014-2017)	Term 1
Position 9	Vacant (unexpired term 2017-2020)	Term 1

Planning & Zoning Commission (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Pos 1 - Ben Purser	Term Expired	Ben Purser	Citizen Rep	No	Yes
Pos 2 - Sean Payton	Term Expired	Sean Payton	Citizen Rep	No	Yes
Pos 3 - Tad Dorroh	Term Expired	Ramon Alvarez	Citizen Rep	Yes (6)	
Pos 9 - (unexpired 17-20)	Resigned	Sandra O'Brien	Citizen Rep		
Pos 8 – Daryl Peters	Retro Action	Daryl Peters	Citizen Rep	No	Yes (17-20)

Senior Citizen Advisory Board (Sub-comm: S. Fleming, S. Harris)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Marjorie Banta (unexpired 2016-19)	Resigned	Mark Hyde	Citizen Rep		
Sean Payton (unexpired 2016-19)	Resigned	Monika Spilman	Citizen Rep		
Lisa Kerschner (unexpired 2016-19)	Resigned	Llewellyn Walker	Citizen Rep		
Larry Egly (unexpired 2016-19)	Resigned	Vacant	Citizen Rep		
Tommi Fettig (unexpired 2017-20)	Resigned	Vacant	Citizen Rep		

Tax Increment Reinvestment Zone #2 (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Patton Kaufman	Term Expired	Patton Kaufman	City Rep	Yes (10)	Yes

Tree Advisory (All Council)

Current Member	Status	New Member	Comments	Termed Out?	Reappoint?
Rosemary Kana	Term Expired		Citizen Rep	No	No
Peter Stanonik	Term Expired		Citizen Rep	Yes (6)	?

*No appointments are being recommended to the Tree Advisory Board at this time, city staff is researching the past activity of this board prior to moving forward with appointing new members.

Motion was made by Councilmember Johnson to approve RS-18-079. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-18-080 Consider a memorandum/resolution rescheduling the regular City Council meetings of October 2018.

Staff Comments: Mayor Segarra.

Mayor Segarra identified that the second Tuesday of October, a regularly scheduled council meeting date, falls during the national Association of the United States Army meeting. Due to a lack of a quorum, it is requested that the City Council meeting scheduled for October 9, 2018 be rescheduled for October 16, 2018 and that the October 16, 2018 workshop meeting be rescheduled for October 23, 2018 followed by the October 23, 2018 regular meeting being rescheduled to October 30, 2018.

Motion was made by Mayor Pro Tem Kilpatrick to approve RS-18-080. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

RS-18-081 Consider a memorandum/resolution adopting 2018-2019 Federal Legislative Principles.

Staff Comments: Hilary Shine, Executive Director of Communications. Ms. Shine gave a brief overview of the agenda item identifying that staff has developed a draft of the 2018-2018 legislative principles that will serve as a guide for representing the City's interests at the federal level. In general, the proposed federal principles support legislation that maintains or enhances municipal authority to govern local services, revenue and economic development policies. As well as, oppose unfunded mandates. A formal list of principles has been developed and includes positions of support as it pertains to defense (Fort Hood), public safety, transportation, environment, emergency preparedness, community development, finance and communications. Staff recommends that City Council approve adoption of the 2018-2019 Federal Legislative Principles.

Motion was made by Councilmember Rivera to approve RS-18-081. Motion was seconded by Councilmember Menking. Motion carried unanimously.

Public Hearings

PH-18-027A HOLD a public hearing and consider an ordinance submitted by the City of Killeen (**FLUM #18-16**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Suburban Commercial' designation to a 'General Residential' designation for 902 Judy Drive and from an 'Estate' designation to a 'suburban Commercial' designation for 6304 Trimmier Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'SUBURBAN COMMERCIAL' TO 'GENERAL RESIDENTIAL' FOR 902 JUDY DRIVE AND FROM 'ESTATE' TO 'SUBURBAN COMMERCIAL' FOR 6304 TRIMMIER ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, City Planner

This request is to facilitate an extension of the Deorsam Estates community while preserving the commercial frontage along the Trimmier Road corridor. The Planning and Zoning Commission recommended approval of the FLUM amendment by a vote of 5 to 0. If approved, the FLUM designation for the 2.57 acres located at 902 Judy Drive will be changed from 'Suburban Commercial' to 'General Residential'. The 'General Residential' designation allows greater flexibility to the development marketplace as it allows for a variation of different residential housing types. Additionally, page 2.15 of the Comprehensive Plan details that "*neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) 'GR' areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses.*" In this regard, the 'General Residential' designation does not diminish the community character of this area.

Secondly, if approved, the FLUM designation for the 2.91 acres located at 6304 Trimmier Road will be changed from 'Estate' to 'Suburban Commercial'. This property is platted as Lot 20, Block 1, Southwest Crossing, and is commercially zoned, has frontage along a minor arterial and is strategically located at an intersection. The current owner has informed Staff that they have no intention of changing the zoning to utilize it for future 'Estate' development types.

Mayor Segarra opened the public hearing.

Mellisa Brown, 6105 Melanie Drive – spoke in opposition of the request.

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

Motion was made by Mayor Pro Tem Kilpatrick to approve PH-18-027A. Motion was seconded by Councilmember Rivera. Motion carried 6 to 1 with Councilmember Harris in opposition.

PH-18-027B HOLD a public hearing and consider an ordinance requested by Killeen EGS Property, Ltd., and Bentina Ltd. (**Case #Z18-16**) to rezone approximately 2.573 acres, out of the Azra Webb Survey, Abstract No. 857, from "B-3" (Local Business District) to a Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District) uses. The property is located at 902 Judy Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-3 (LOCAL BUSINESS DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH SF-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain, City Planner.

The applicant is requesting approval of a twelve lot development, with a decrease of the minimum required front yard setback of 25' to 20'. In exchange for the front yard setback modification, the applicant is proposing an increase of the minimum masonry requirement of 50% to 75% of brick, stucco or stone veneer for all exterior walls excluding doors, windows and gables; all other standards would apply. Staff notified twenty-five (25) surrounding property owners within a 200' notification boundary. No written responses have been received. One resident, Ms. Debra Patterson – 6906 Alvin Drive, spoke in opposition to the request. The Planning and Zoning Commission's recommendation (by a vote of 5 to 0) is for approval of the applicant's request with the added condition that any alternate sidewalk placement meet current ADA guidelines.

Applicant: Ms. Anca Neagu from Killeen Engineering Services spoke in favor of the request, ensuring that the proposed development is consistent with existing structures in the same area.

Mayor Segarra opened the public hearing.

Mellisa Brown, 6105 Melanie Drive- spoke in opposition of the request.
Holly Teel, 1704 Hooten Street – spoke in opposition of the request.

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

Motion was made by Councilmember Nash-King to approve PH-18-027B. Motion was seconded by Mayor Pro Tem Kilpatrick. Motion carried 6 to 1 with Councilmember Harris in opposition.

PH-18-028 HOLD a public hearing on the proposed tax rate of 0.7575 for the fiscal year beginning October 1, 2018 and ending September 30, 2019, and announce the meeting to adopt the tax rate on September 18, 2018. **(2nd of 2 Public Hearings)**

Staff Comments: Jon Locke, Executive Director of Finance

On August 21, 2018, City Council set the preliminary tax rate at 0.7575 per \$100 valuation and adopted a resolution scheduling the adoption of the tax rate for September 18, 2018, and setting public hearings for September 4, 2018, and September 11, 2018, on the proposed tax rate for the FY 2019 Proposed Annual Budget and Plan of Municipal Services. The effective tax rate for FY 2019 is 0.7449. The rollback tax rate adjusted for sales tax for FY 2019 is 0.7575. Since the preliminary tax rate was set above the effective tax rate, Texas Property Tax Code requires that two public hearings be held prior to the adoption of the final tax rate. Staff recommends the City Council conduct the second of two public hearings to receive comments on the proposed tax rate of 0.7575 per \$100 valuation for fiscal year October 1, 2018, through September 30, 2019, and announce meeting to adopt the proposed tax rate on September 18, 2018.

Mayor Segarra opened the public hearing.

Jordan Clark, 2103 Graney Drive – spoke against raising the tax rate.
Mellisa Brown, 6105 Melanie Drive – spoke against raising the tax rate.

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

Mayor Segarra announced that this was the second and final public hearing on the proposed tax rate. The meeting to adopt the tax rate will be held on September 18, 2018 at 5:00 p.m. at 210 West Avenue C, Killeen, Texas.

PH-18-029 **HOLD** a public hearing on the FY 2019 Proposed Annual Budget and Plan of Municipal Services for the fiscal year beginning October 1, 2018 and ending September 30, 2019. **(2nd Public Hearing)**

Staff comments: Jon Locke, Executive Director of Finance.

During the September 4, 2018 Special City Council meeting; the City Council proposed the following changes to the FY 2019 Proposed Budget: 1) Change the funding for Hill Country Transit to equal the \$120,850 funded in the FY 2018

Adopted Budget. The remaining \$334,899 will be moved to a reserve appropriation account. 2) Establish a \$400,000 budget for the Sanitary Sewer Service Maintenance Program. The City Charter requires a public hearing be held after the City Council increases or decreases items of the proposed budget. City staff recommends that public hearing be held as required.

Mayor Segarra opened the public hearing.

Holly Teel, 1704 Hooten Street – spoke in favor of the proposed budget but against how travel funds at the department level are spent.

Mellisa Brown, 6105 Melanie Drive – spoke against funds being spent on museum contributions and how future capital improvement projects are budgeted.

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

Mayor Segarra announced that City Council voted on September 4, 2018 to set the date of September 18, 2018 to adopt the FY 2019 Proposed Budget, the meeting will start at 5:00 p.m. and will be held at 210 West Avenue C, Killeen, Texas.

Adjournment

With no further business, upon motion being made by Councilmember Rivera, seconded by Councilmember Nash-King, and unanimously approved, the meeting was adjourned at 6:18 p.m.



City of Killeen

Legislation Details

File #: RS-18-082 **Version:** 1 **Name:** Atmos 2018 RRM
Type: Resolution **Status:** Resolutions
File created: 8/29/2018 **In control:** City Council
On agenda: 9/25/2018 **Final action:**
Title: Consider a memorandum/resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the 2018 Rate Review Mechanism filings.
Sponsors: City Attorney Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Resolution](#)
[Bill Comparison](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		



STAFF REPORT

DATE: September 18, 2018

TO: Ronald L. Olson, City Manager

VIA: Kathy Davis, City Attorney

FROM: Traci Briggs, Deputy City Attorney

SUBJECT: Resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the 2018 Rate Review Mechanism Filings

BACKGROUND AND FINDINGS:

The city is a member of the Atmos Cities Steering Committee (ACSC), a group of 172 Mid-Texas cities served by Atmos Energy Corp., Mid-Tex Division (Atmos). Since 2007, ACSC and Atmos have used a substituted rate review process called Rate Review Mechanism (RRM) instead of the statutory Gas Reliability Infrastructure Program (GRIP) for Atmos to request rate adjustments, with the RRM process allowing for a more comprehensive rate review and annual evaluation of expenses, revenues and capital expenses.

On April 1, 2018, Atmos filed a rate request with the cities pursuant to the RRM. Atmos claimed that its cost-of-service in a test year ending December 31, 2017, entitled it to additional system-wide revenues of \$42.0 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$27.4 million. After review of the consultants' report, Atmos offered to settle for a system-wide increase of \$25.9 million. Following further negotiations, ACSC's Executive Committee agreed to recommend a system-wide rate increase of \$24.9 million. The increase, when allocated to ACSC members, results in an increase of \$17.8 million. The effective date for new rates is October 1, 2018.

The average residential customer will see an increase of \$1.06 or 1.94%. The average commercial customer will see an increase of \$3.20 or 1.21%. The average industrial customer will see an increase of \$82.93 or 1.61%.

THE ALTERNATIVES CONSIDERED:

The alternatives are to approve the negotiated settlement with Atmos as recommended by the ACSC Executive Committee or to decline to participate in the settlement.

Which alternative is recommended? Why?

Staff and the ACSC Executive Committee recommend approving the negotiated settlement. Consultants for ACSC analyzed the Atmos filing and believe the settlement is fair and reasonable for the ACSC cities. If the city does not approve the settlement, the city would not

be a part of the case and Atmos could file a rate case against only the City of Killeen, in which case the city would not have the benefit of ACSC or its consultants and attorneys. In the end, increases for Killeen residents could be higher than the rates under the negotiated settlement.

CONFORMITY TO CITY POLICY:

This item is in conformance with all state laws relating to natural gas rates.

FINANCIAL IMPACT:

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

There is no financial impact with this item.

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 and the ACSC Executive Committee recommend the City Council approve the negotiated settlement between ACSC and Atmos regarding Atmos' 2018 RRM filing.

DEPARTMENTAL CLEARANCES:

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Bill Comparison

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Killeen, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance earlier this year; and

WHEREAS, on about April 1, 2018, Atmos Mid-Tex filed its 2018 RRM rate request with ACSC Cities based on a test year ending December 31, 2017; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2018 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$24.9 million on a system-wide basis (\$17.8 million of which is applicable to ACSC members); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the Exhibit A rate tariffs incorporate the federal income tax rates that became effective January 1, 2018; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$24.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2018 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$24.9 million in revenue on a system-wide basis over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2018 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2018.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 25th day of September, 2018.

Jose L. Segarra
Mayor

ATTEST:

APPROVED AS TO FORM:

Lucy C. Aldrich
City Secretary

Kathryn H. Davis
City Attorney

Exhibit A

Rate Tariffs Effective
October 1, 2018

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.85 per month
Rider CEE Surcharge	\$ 0.03 per month ¹
Total Customer Charge	\$ 18.88 per month
Commodity Charge – All <u>Ccf</u>	\$0.14846 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2018.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 43.50 per month
Rider CEE Surcharge	\$ (0.03) per month ¹
Total Customer Charge	\$ 43.47 per month
Commodity Charge – All Ccf	\$ 0.09165 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2018.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 784.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3312 per MMBtu
Next 3,500 MMBtu	\$ 0.2425 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0520 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 16

Exhibit A

The rates were effective for the following Cities on 3/15/2018:

ABILENE	DENISON	KILLEEN
ADDISON	DENTON	KRUM
ALBANY	DESOTO	LAKE WORTH
ALLEN	DRAPER AKA CORRAL CITY	LAKESIDE
ALVARADO	DUNCANVILLE	LEWISVILLE
ANGUS	EASTLAND	LINCOLN PARK (ANNEXED WITH LITTLE ELM)
ANNA	EDGECLIFF VILLAGE	LITTLE ELM
ARGYLE	EMORY	LORENA
ARLINGTON	ENNIS	MADISONVILLE
AUBREY	EULESS	MALAKOFF
AZLE	EVERMAN	MANSFIELD
BEDFORD	FAIRVIEW	MCKINNEY
BELLMEAD	FARMERS BRANCH	MELISSA
BENBROOK	FARMERSVILLE	MESQUITE
BEVERLY HILLS	FATE	MIDLOTHIAN
BLOSSOM	FLOWER MOUND	MURPHY
BLUE RIDGE	FOREST HILL	NEWARK
BOWIE	FORNEY	NOCONA
BOYD	FORT WORTH	NORTH RICHLAND HILLS
BRIDGEPORT	FRISCO	NORTHLAKE
BROWNWOOD	FROST	OAK LEAF
BUFFALO	GAINSVILLE	OVILLA
BURKBURNETT	GARLAND	PALESTINE
BURLESON	GARRETT	PANTEGO
CADDO MILLS	GRAND PARAIRIE	PARIS
CANTON	GRAPEVINE	PARKER
CARROLLTON	GUNTER	PECAN HILL
CEDAR HILL	HALTOM CITY	PETROLIA
CELESTE	HARKER HEIGHTS	PLANO
CELINA	HASKELL	PONDER
CENTERVILLE	HASLET	POTTSBORO
CISCO	HEWITT	PROSPER
CLARKSVILLE	HIGHLAND PARK	QUITMAN
CLEBURNE	HIGHLAND VILLAGE	RED OAK
CLYDE	HONEY GROVE	RENO (PARKER COUNTY)
COLLEGE STATION	HURST	RHOME
COLLEYVILLE	IOWA PARK	RICHARDSON
COLORADO CITY	IRVING	RICHLAND
COMANCHE	JUSTIN	RICHLAND HILLS
COOLIDGE	KAUFMAN	RIVER OAKS
COPPELL	KEENE	ROANOKE
CORINTH	KELLER	ROBINSON
CRANDALL	KEMP	ROCKWALL
CROWLEY	KENNEDALE	ROSCOE
DALWORTHINGTON GARDENS	KERRVILLE	ROWLETT

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 17

Cities with Rate Effective 3/15/2018 (Continued)

ROYSE CITY	SULPHUR SPRINGS	WATAUGA
SACHSE	SWEETWATER	WAXAHACHIE
SAGINAW	TEMPLE	WESTLAKE
SANSOM PARK	TERRELL	WESTOVER HILLS
SEAGOVILLE	THE COLONY	WHITE SETTLEMENT
SHERMAN	TROPHY CLUB	WHITESBORO
SNYDER	TYLER	WICHITA FALLS
SOUTHLAKE	UNIVERSITY PARK	WOODWAY
SPRINGTOWN	VENUS	WYLIE
STAMFORD	VERNON	
STEPHENVILLE	WACO	

The rates were effective for the following Cities on 4/01/2018:

ABBOTT	BRUCEVILLE-EDDY	DEPORT
ALBA	BRYAN	DETROIT
ALMA	BUCKHOLTS	DODD CITY
ALVORD	BUFFALO GAP	DOUBLE OAK
ANNONA	BURNET	DUBLIN
ANSON	BYERS	EARLY
ARCHER CITY	CALDWELL	ECTOR
ATHENS	CALVERT	EDOM
AURORA	CAMERON	ELECTRA
AUSTIN	CAMPBELL	EMHOUSE
AVERY	CARBON	EUSTACE
BAIRD	CASHION COMMUNITY	EVANT
BALCH SPRINGS	CEDAR PARK	FAIRFIELD
BALLINGER	CHANDLER	FERRIS
BANDERA	CHICO	FRANKLIN
BANGS	CHILDRESS	FRANKSTON
BARDWELL	CHILLICOTHE	FREDERICKSBURG
BARRY	CLIFTON	GATESVILLE
BARTLETT	COCKRELL HILL	GEORGETOWN
BARTONVILLE	COLEMAN	GLEN ROSE
BELLEVUE	COLLINSVILLE	GLENN HEIGHTS
BELLS	COMMERCE	GODLEY
BELTON	COMO	GOLDTHWAITE
BENJAMIN	COOPER	GOODLOW
BERTRAM	COPPER CANYON	GORDON
BLACKWELL	COPPERAS COVE	GOREE
BLANKET	CORSICANA	GORMAN
BLOOMING GROVE	COVINGTON	GRANBURY
BLUE MOUND	COYOTE FLATS	GRANDVIEW
BLUM	CRAWFORD	GRANGER
BOGATA	CROSS ROADS	GREENVILLE
BONHAM	CUMBY	GROESBECK
BREMOND	DAWSON	GUSTINE
BRONTE	DECATUR	HAMLIN
BROWNSBORO	DELEON	HAMILTON

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 18

Cities with Rate Effective 4/01/2018 (Continued)

HAWLEY	MALONE	RANGER
HEARNE	MANOR	RAVENNA
HEATH	MARBLE FALLS	RENO (LAMAR COUNTY)
HEBRON	MARLIN	RETREAT
HENRIETTA	MART	RICE
HICKORY CREEK	MAYPEARL	RIESEL
HICO	MCGREGOR	RIO VISTA
HILLSBORO	MCLENDON-CHISHOLM	ROBERT LEE
HOLLAND	MEGARGEL	ROBY
HOLLIDAY	MERIDIAN	ROCHESTER
HOWE	MERKEL	ROCKDALE
HUBBARD	MEXIA	ROGERS
HUTCHINS	MIDWAY	ROSEBUD
HUTTO	MILES	ROSS
IMPACT	MILFORD	ROTAN
IREDELL	MILLSAP	ROUND ROCK
ITALY	MOBILE CITY	ROXTON
ITASCA	MOODY	RULE
JEWETT	MORAN	RUNAWAY BAY
JOSEPHINE	MORGAN	SADLER
JOSHUA	MUENSTER	SAINT JO
KERENS	MUNDAY	SAN ANGELO
KNOLLWOOD	MURCHISON	SAN SABA
KNOX CITY	NEVADA	SANCTUARY
KOSSE	NEW CHAPEL HILL	SANGER
KURTEN	NEWCASTLE	SANTA ANNA
LACY-LAKEVIEW	NOLANVILLE	SAVOY
LADONIA	NORMANGEE	SCURRY
LAKE DALLAS	NOVICE	SEYMOUR
LAKEPORT	OAK POINT	SHADY SHORES
LAMPASAS	OAKWOOD	SOMERVILLE
LANCASTER	O'BRIEN CO-OP GIN	SOUTH MOUNTAIN
LAVON	OGLESBY	SOUTHMAYD
LAWN	OLNEY	STAR HARBOR
LEANDER	PALMER	STOCKTON BEND
LEONA	PARADISE	STRAWN
LEONARD	PECAN GAP	STREETMAN
LEXINGTON	PENELOPE	SUN VALLEY
LINDSAY	PFLUGERVILLE	SUNNYVALE
LIPAN	PILOT POINT	TALTY
LITTLE RIVER ACADEMY	PLEASANT VALLEY	TAYLOR
LLANO	POINT	TEAGUE
LOMETA	POST OAK BEND	TEHUACANA
LONE OAK	POWELL	THORNDALE
LONGVIEW	POYNOR	THORNTON
LORAIN	PRINCETON	THRALL
LOTT	PUTNAM	THROCKMORTON
LUEDERS	QUANAH	TIOGA
MABANK	QUINLAN	TOCO

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 19

Cities with Rate Effective 4/01/2018 (Continued)

TOM BEAN	VALLEY VIEW	WHITNEY
TRENT	VAN ALSTYNE	WILMER
TRENTON	WALNUT SPRINGS	WINDOM
TRINIDAD	WEINERT	WINTERS
TROY	WEST	WIXON VALLEY
TUSCOLA	WESTWORTH VILLAGE	WOLFE CITY
TYE	WHITEHOUSE	WORTHAM
VALLEY MILLS	WHITEWRIGHT	YANTIS

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 784.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3312 per MMBtu
Next 3,500 MMBtu	\$ 0.2425 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0520 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 18

Exhibit A

The rates were effective for the following Cities on 3/15/2018:

ABILENE	DENISON	KILLEEN
ADDISON	DENTON	KRUM
ALBANY	DESOTO	LAKE WORTH
ALLEN	DRAPER AKA CORRAL CITY	LAKESIDE
ALVARADO	DUNCANVILLE	LEWISVILLE
ANGUS	EASTLAND	LINCOLN PARK (ANNEXED WITH LITTLE ELM)
ANNA	EDGECLIFF VILLAGE	LITTLE ELM
ARGYLE	EMORY	LORENA
ARLINGTON	ENNIS	MADISONVILLE
AUBREY	EULESS	MALAKOFF
AZLE	EVERMAN	MANSFIELD
BEDFORD	FAIRVIEW	MCKINNEY
BELLMEAD	FARMERS BRANCH	MELISSA
BENBROOK	FARMERSVILLE	MESQUITE
BEVERLY HILLS	FATE	MIDLOTHIAN
BLOSSOM	FLOWER MOUND	MURPHY
BLUE RIDGE	FOREST HILL	NEWARK
BOWIE	FORNEY	NOCÓNA
BOYD	FORT WORTH	NORTH RICHLAND HILLS
BRIDGEPORT	FRISCO	NORTHLAKE
BROWNWOOD	FROST	OAK LEAF
BUFFALO	GAINSVILLE	OVILLA
BURKBURNETT	GARLAND	PALESTINE
BURLESON	GARRETT	PANTEGO
CADDO MILLS	GRAND PARAIRIE	PARIS
CANTON	GRAPEVINE	PARKER
CARROLLTON	GUNTER	PECAN HILL
CEDAR HILL	HALTOM CITY	PETROLIA
CELESTE	HARKER HEIGHTS	PLANO
CELINA	HASKELL	PONDER
CENTERVILLE	HASLET	POTTSBORO
CISCO	HEWITT	PROSPER
CLARKSVILLE	HIGHLAND PARK	QUITMAN
CLEBURNE	HIGHLAND VILLAGE	RED OAK
CLYDE	HONEY GROVE	RENO (PARKER COUNTY)
COLLEGE STATION	HURST	RHOME
COLLEYVILLE	IOWA PARK	RICHARDSON
COLORADO CITY	IRVING	RICHLAND
COMANCHE	JUSTIN	RICHLAND HILLS
COOLIDGE	KAUFMAN	RIVER OAKS
COPPELL	KEENE	ROANOKE
CORINTH	KELLER	ROBINSON
CRANDALL	KEMP	ROCKWALL
CROWLEY	KENNEDALE	ROSCOE
DALWORTHINGTON GARDENS	KERRVILLE	ROWLETT

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 19

Cities with Rate Effective 3/15/2018 (Continued)

ROYSE CITY	SULPHUR SPRINGS	WATAUGA
SACHSE	SWEETWATER	WAXAHACHIE
SAGINAW	TEMPLE	WESTLAKE
SANSOM PARK	TERRELL	WESTOVER HILLS
SEAGOVILLE	THE COLONY	WHITE SETTLEMENT
SHERMAN	TROPHY CLUB	WHITESBORO
SNYDER	TYLER	WICHITA FALLS
SOUTHLAKE	UNIVERSITY PARK	WOODWAY
SPRINGTOWN	VENUS	WYLIE
STAMFORD	VERNON	
STEPHENVILLE	WACO	

The rates were effective for the following Cities on 4/01/2018:

ABBOTT	BRUCEVILLE-EDDY	DEPORT
ALBA	BRYAN	DETROIT
ALMA	BUCKHOLTS	DODD CITY
ALVORD	BUFFALO GAP	DOUBLE OAK
ANNONA	BURNET	DUBLIN
ANSON	BYERS	EARLY
ARCHER CITY	CALDWELL	ECTOR
ATHENS	CALVERT	EDOM
AURORA	CAMERON	ELECTRA
AUSTIN	CAMPBELL	EMHOUSE
AVERY	CARBON	EUSTACE
BAIRD	CASHION COMMUNITY	EVANT
BALCH SPRINGS	CEDAR PARK	FAIRFIELD
BALLINGER	CHANDLER	FERRIS
BANDERA	CHICO	FRANKLIN
BANGS	CHILDRESS	FRANKSTON
BARDWELL	CHILLICOTHE	FREDERICKSBURG
BARRY	CLIFTON	GATESVILLE
BARTLETT	COCKRELL HILL	GEORGETOWN
BARTONVILLE	COLEMAN	GLEN ROSE
BELLEVUE	COLLINSVILLE	GLENN HEIGHTS
BELLS	COMMERCE	GODLEY
BELTON	COMO	GOLDTHWAITE
BENJAMIN	COOPER	GOODLOW
BERTRAM	COPPER CANYON	GORDON
BLACKWELL	COPPERAS COVE	GOREE
BLANKET	CORSICANA	GORMAN
BLOOMING GROVE	COVINGTON	GRANBURY
BLUE MOUND	COYOTE FLATS	GRANDVIEW
BLUM	CRAWFORD	GRANGER
BOGATA	CROSS ROADS	GREENVILLE
BONHAM	CUMBY	GROESBECK
BREMOND	DAWSON	GUSTINE
BRONTE	DECATUR	HAMLIN
BROWNSBORO	DELEON	HAMILTON

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 20

Cities with Rate Effective 4/01/2018 (Continued)

HAWLEY	MALONE	RANGER
HEARNE	MANOR	RAVENNA
HEATH	MARBLE FALLS	RENO (LAMAR COUNTY)
HEBRON	MARLIN	RETREAT
HENRIETTA	MART	RICE
HICKORY CREEK	MAYPEARL	RIESEL
HICO	MCGREGOR	RIO VISTA
HILLSBORO	MCLENDON-CHISHOLM	ROBERT LEE
HOLLAND	MEGARGEL	ROBY
HOLLIDAY	MERIDIAN	ROCHESTER
HOWE	MERKEL	ROCKDALE
HUBBARD	MEXIA	ROGERS
HUTCHINS	MIDWAY	ROSEBUD
HUTTO	MILES	ROSS
IMPACT	MILFORD	ROTAN
IREDELL	MILLSAP	ROUND ROCK
ITALY	MOBILE CITY	ROXTON
ITASCA	MOODY	RULE
JEWETT	MORAN	RUNAWAY BAY
JOSEPHINE	MORGAN	SADLER
JOSHUA	MUENSTER	SAINT JO
KERENS	MUNDAY	SAN ANGELO
KNOLLWOOD	MURCHISON	SAN SABA
KNOX CITY	NEVADA	SANCTUARY
KOSSE	NEW CHAPEL HILL	SANGER
KURTEN	NEWCASTLE	SANTA ANNA
LACY-LAKEVIEW	NOLANVILLE	SAVOY
LADONIA	NORMANGEE	SCURRY
LAKE DALLAS	NOVICE	SEYMOUR
LAKEPORT	OAK POINT	SHADY SHORES
LAMPASAS	OAKWOOD	SOMERVILLE
LANCASTER	O'BRIEN CO-OP GIN	SOUTH MOUNTAIN
LAVON	OGLESBY	SOUTHMAYD
LAWN	OLNEY	STAR HARBOR
LEANDER	PALMER	STOCKTON BEND
LEONA	PARADISE	STRAWN
LEONARD	PECAN GAP	STREETMAN
LEXINGTON	PENELOPE	SUN VALLEY
LINDSAY	PFLUGERVILLE	SUNNYVALE
LIPAN	PILOT POINT	TALTY
LITTLE RIVER ACADEMY	PLEASANT VALLEY	TAYLOR
LLANO	POINT	TEAGUE
LOMETA	POST OAK BEND	TEHUACANA
LONE OAK	POWELL	THORNDALE
LONGVIEW	POYNOR	THORNTON
LORAIN	PRINCETON	THRALL
LOTT	PUTNAM	THROCKMORTON
LUEDERS	QUANAH	TIOGA
MABANK	QUINLAN	TOCO

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2018	PAGE: 21

Cities with Rate Effective 4/01/2018 (Continued)

TOM BEAN	VALLEY VIEW	WHITNEY
TRENT	VAN ALSTYNE	WILMER
TRENTON	WALNUT SPRINGS	WINDOM
TRINIDAD	WEINERT	WINTERS
TROY	WEST	WIXON VALLEY
TUSCOLA	WESTWORTH VILLAGE	WOLFE CITY
TYE	WHITEHOUSE	WORTHAM
VALLEY MILLS	WHITEWRIGHT	YANTIS

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2018	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2018	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.77	0.1201	99.33	0.5737
Austin	10.38	0.1493	201.46	0.8942
Dallas	13.17	0.2062	183.71	1.0046
Waco	9.26	0.1323	124.57	0.6398
Wichita Falls	11.62	0.1278	114.97	0.5226

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B

Pensions and Retiree Medical Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2017

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2018 Willis Towers Watson Report, as adjusted	\$ 4,082,906	\$ 2,703,898	\$ 6,964,307	\$ 188,360	\$ 3,724,168	
2	Allocation to Mid-Tex	43.55%	43.55%	71.24%	100.00%	71.24%	
	Fiscal Year 2018 Actuarially Determined Benefit Costs (Ln 1 x Ln 2)						
3		\$ 1,778,092	\$ 1,177,539	\$ 4,961,241	\$ 188,360	\$ 2,653,027	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
	Fiscal Year 2018 Willis Towers Watson Benefit Costs To Approve						
5	(Excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 1,778,092	\$ 1,177,539	\$ 4,961,241	\$ 188,360	\$ 2,653,027	\$ 10,758,260
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	80.15%	80.15%	40.05%	19.03%	40.05%	
11							
12							
13	Total Pension Account Plan	\$ 1,425,108		\$ 1,987,133			\$ 3,412,241
14	Total Post-Employment Benefit Plan		\$ 943,775			\$ 1,062,621	2,006,396
15	Total Supplemental Executive Benefit Plan				\$ 35,837		35,837
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,425,108	\$ 943,775	\$ 1,987,133	\$ 35,837	\$ 1,062,621	\$ 5,454,474

17
18 Note:

19 1. Mid-Tex is proposing that the fiscal year 2018 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the
20 benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The Company is requesting that the benchmark amount approved by the
21 RRM Cities for future periods include only the expense amount. The amount attributable to capital would continue to be recorded to utility plant through the overhead
22 process as described in the CAM.

Exhibit C

Amortization of Regulatory Liability

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2017
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year		End of Year		Balance as of December 31, 2017
		Rate Base Adjustment Amount	Annual Amortization (1)	Rate Base Adjustment Amount		
	(a)	(b)	(c)	(d)	(e)	
1	2017			\$	289,813,479	\$ 289,813,479
2	2018	\$ 289,813,479	\$ 12,075,562		277,737,918	
3	2019	277,737,918	12,075,562		265,662,356	
4	2020	265,662,356	12,075,562		253,586,795	
5	2021	253,586,795	12,075,562		241,511,233	
6	2022	241,511,233	12,075,562		229,435,671	
7	2023	229,435,671	12,075,562		217,360,110	
8	2024	217,360,110	12,075,562		205,284,548	
9	2025	205,284,548	12,075,562		193,208,986	
10	2026	193,208,986	12,075,562		181,133,425	
11	2027	181,133,425	12,075,562		169,057,863	
12	2028	169,057,863	12,075,562		156,982,301	
13	2029	156,982,301	12,075,562		144,906,740	
14	2030	144,906,740	12,075,562		132,831,178	
15	2031	132,831,178	12,075,562		120,755,616	
16	2032	120,755,616	12,075,562		108,680,055	
17	2033	108,680,055	12,075,562		96,604,493	
18	2034	96,604,493	12,075,562		84,528,932	
19	2035	84,528,932	12,075,562		72,453,370	
20	2036	72,453,370	12,075,562		60,377,808	
21	2037	60,377,808	12,075,562		48,302,247	
22	2038	48,302,247	12,075,562		36,226,685	
23	2039	36,226,685	12,075,562		24,151,123	
24	2040	24,151,123	12,075,562		12,075,562	
25	2041	12,075,562	12,075,562		(0)	

26
27 Note:

28 1. The annual amortization of a 24 year recovery period is based on the
29 Reverse South Georgia Method.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2017**

Line						CURRENT	October 1, 2018 PROPOSED	CHANGE
1	Rate R @ 45 Ccf							
2	Customer charge					\$ 18.35		
3	Consumption charge	45.0	CCF	X	\$ 0.13734 =	6.18		
4	Rider GCR Part A	45.0	CCF	X	\$ 0.28533 =	12.84		
5	Rider GCR Part B	45.0	CCF	X	\$ 0.30630 =	13.78		
6	Subtotal					\$ 51.15		
7	Rider FF & Rider TAX			X	0.06604 =	3.38		
8	Total					\$ 54.53		
9								
10	Customer charge						\$ 18.85	
11	Consumption charge	45.0	CCF	X	\$ 0.14846 =	6.68		
12	Rider GCR Part A	45.0	CCF	X	\$ 0.28533 =	12.84		
13	Rider GCR Part B	45.0	CCF	X	\$ 0.30630 =	13.78		
14	Subtotal					\$ 52.15		
15	Rider FF & Rider TAX			X	0.06604 =	3.44		
16	Total					\$ 55.59	\$ 1.06	
17								1.94%
18								
19	Rate C @ 346.5 Ccf					CURRENT	PROPOSED	CHANGE
20	Customer charge					\$ 41.95		
21	Consumption charge	346.5	CCF	X	\$ 0.08746 =	30.31		
22	Rider GCR Part A	346.5	CCF	X	\$ 0.28533 =	98.88		
23	Rider GCR Part B	346.5	CCF	X	\$ 0.22105 =	76.60		
24	Subtotal					\$ 247.74		
25	Rider FF & Rider TAX			X	0.06604 =	16.36		
26	Total					\$ 264.10		
27								
28	Customer charge						\$ 43.50	
29	Consumption charge	346.5	CCF	X	\$ 0.09165 =	31.76		
30	Rider GCR Part A	346.5	CCF	X	\$ 0.28533 =	98.88		
31	Rider GCR Part B	346.5	CCF	X	\$ 0.22105 =	76.60		
32	Subtotal					\$ 250.74		
33	Rider FF & Rider TAX			X	0.06604 =	16.56		
34	Total					\$ 267.30	\$ 3.20	
35								1.21%



CONSIDER A NEGOTIATED SETTLEMENT WITH ATMOS

RS-18-082

September 18, 2018

Background

- The City is a member of the Atmos Cities Steering Committee (ACSC), a group of 172 Mid-Texas cities served by Atmos Energy Corp., Mid-Tex Division.
- Since 2007, ACSC and Atmos have used the Rate Review Mechanism (RRM) as a substitute for the statutory rate request process.

Atmos RRM

3

- On April 1, 2018, Atmos filed an RRM with cities to be effective October 1, 2018.
 - ▣ Initial request: \$42 million
 - ▣ Allowed based on RRM tariffs: \$27.4 million
 - ▣ Atmos offer to settle: \$25.9 million
 - ▣ Final negotiated settlement: \$24.9 million
 - Impact on Mid-Tex Region: \$17.8 million

Impact on Customers

4

- The average residential customer will see a monthly increase of \$1.06 or 1.94%.
- The average commercial customer will see a monthly increase of \$3.20 or 1.21%.
- The average industrial customer will see a monthly increase of \$82.93 or 1.61%.

Alternatives Considered

- Approve the negotiated settlement and the new rates will become effective October 1, 2018.
- Decline to participate in the settlement. Atmos would likely file a rate case against the City, and the City would not have the benefit of the ACSC, or its consultants or attorneys. Also, the result may be even higher rates than those negotiated in this settlement.

Recommendation

6

- Staff and the ACSC Executive Committee recommend approving the negotiated settlement with Atmos Energy Corp.



City of Killeen

Legislation Details

File #: RS-18-083 **Version:** 1 **Name:** AE Service Agreement Bob Gilmore Center Renovations

Type: Resolution **Status:** Resolutions

File created: 8/30/2018 **In control:** City Council

On agenda: 9/25/2018 **Final action:**

Title: Consider a memorandum/resolution approving an addendum to the agreement with LS Johnston Architects for professional services associated with the Bob Gilmore Senior Center Renovation project.

Sponsors: Community Services Department, Community Development Department

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Agreement](#)
[Proposed Amendment](#)
[Certificate of Intersted Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		



STAFF REPORT

DATE: September 18, 2018

TO: Ronald L. Olson, City Manager

FROM: Brett Williams, Executive Director of Community Services
Leslie K. Hinkle, Executive Director of Community Development

SUBJECT: Amendment to Professional Services Agreement with LS Johnston Architects for A&E Services associated with renovations at Bob Gilmore Senior Center

BACKGROUND AND FINDINGS:

The Community Services Department received \$209,248 of CDBG funding in February 2018, under Ordinance 18-006, from a substantial amendment to the Community Development FY 2016-17 Annual Action Plan; funding is for architectural and engineering services, construction and related costs for renovations to the Bob Gilmore Senior Center that includes improvements to restrooms, creating a covered entry, and parking lot drainage modifications to prevent water infiltration into the building.

City Council approved Phase 2 of renovations to the Bob Gilmore Senior Center with the approval of the FY2018-2019 Community Development Department Annual Action Plan at the July 10, 2018 business meeting of the City Council. Phase 2 renovations include the remodel of the interior entry and reception area, game room, site work with grading, and accessible parking improvements. The approval of Phase 2 renovations facilitated additional work related to architecture and engineering services. The combined funding amount of Phase 1 and 2 of the Bob Gilmore Senior Center renovation project is \$783,725.05. These two phases combined provide funding for a comprehensive renovation plan for the facility to include the building and its vital system components.

LS Johnston Architects has previous knowledge of the Bob Gilmore Senior Center from preliminary work done in 2013 in conjunction with the Killeen Community Center renovations. This previous experience allows for added familiarity with the senior center building and related construction components. In March 2018, the firm presented a limited scope professional services agreement in the amount of \$25,000 encompassing renovations covered under Phase 1 of the Bob Gilmore Senior Center renovation project. Phase 1 funding was awarded in the amount of \$209,248 via the CDBG funding allocation. On April 6, 2018, this agreement was executed by the City. To date, preliminary A&E work on the project is completed with payment to the firm totaling \$20,675 of the \$25,000 original agreement amount. Because of the additional professional services associated with the increase in the project scope, the firm presented an amendment with a more detailed scope of work in the amount of \$76,000. This includes the additional A&E Services for the comprehensive renovation plan for the facility to encompass Phase 1 and 2 of the project. The amendment to the existing agreement causes a

revised agreement amount totaling \$101,000 for the professional services associated with the entire Bob Gilmore Senior Center renovation project.

The amended professional services agreement cost is within industry standards of 13% (0.129) of total available budget and 15% (0.148) of the total available for construction related costs.

THE ALTERNATIVES CONSIDERED:

Two alternatives were considered - Amend the existing agreement between the City and LS Johnston Architects or seek professional services of another A&E firm through the request for qualifications (RFQ) process.

Which alternative is recommended? Why?

Amending the existing professional services agreement with LS Johnston Architects is recommended to reduce further delay of the bidding and construction processes. This alternative best serves the City by using a firm that is currently working under an agreement, is in tune with the City's vision of providing quality facilities for its residents, and is experienced with the structure and overall project objectives to include timely expenditure of the City's CDBG funding.

CONFORMITY TO CITY POLICY:

Killeen Purchasing Manual, revised October 2016, and incorporated into the Financial Governance Policies, and in accordance with Texas Local Government Code §252.022 exempts selected professional services from change order limitations, however, contracts over \$50,000 must be submitted to the City Council for approval.

FINANCIAL IMPACT:

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

Expenditure amounts for the current fiscal year are anticipated at \$20,675. Expenditure amounts for future years are anticipated at \$80,325 in fiscal year 2019.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes. Funds are available in account #228-0067-495-5166.

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 approve an amendment to the agreement with LS Johnston Architects for the Detailed Scope of Architectural and Engineering Services (professional services) for the Bob Gilmore Senior Center Renovation.

DEPARTMENTAL CLEARANCES:

Purchasing, Finance, Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement

Proposed Amendment

Certificate of Interested Parties

LS JOHNSTON ARCHITECTS
1313 EAST 6TH STREET AUSTIN, TEXAS 78702

MARCH 19, 2018

BRETT WILLIAMS
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES
CITY OF KILLEEN

GINDA HAYWARD
CD PROGRAM MANAGER
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF KILLEEN

VIA EMAIL - BWILLIAMS@KILLEENTEXAS.GOV, GHAYWARD@KILLEENTEXAS.GOV

**ARCHITECTURAL, MEP ENGINEERING AND CIVIL ENGINEERING
SERVICES FOR THE LIMITED SCOPE RENOVATION OF THE
KILLEEN GILMORE SENIOR CENTER**

PROJECT BUDGET AND SCOPE:

- CONSTRUCTION BUDGET AT \$156,848
- ACCESSIBILITY REMODEL OF TOILET ROOMS
- ACCESSIBLE MAIN ENTRY
- DRAINAGE MODIFICATIONS ON WEST SIDE OF THE BUILDING TO PREVENT WATER INFILTRATION

BASIC SCOPE OF SERVICES:

1. SCHEMATIC DESIGN:

BASED ON THE MUTUALLY AGREED UPON FEBRUARY 2, 2013 CONCEPT DESIGN PROGRAM SCHEDULE AND BUDGET, THE PROJECT TEAM WILL PROVIDE:

- SITE VISIT BY A/E TEAM
- PLUMBING ENGINEERS REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- SCHEMATIC SITE PLAN WITH PRELIMINARY DESIGN OF ACCESSIBLE ENTRY AND DRAINAGE SOLUTION
- SCHEMATIC FLOOR PLANS BASED ON FEASIBILITY STUDY DATED 2/25/2013
- CODE AND ZONING COMPLIANCE VERIFICATION BASED ON CURRENT IBC BUILDING AND TEXAS ACCESSIBILITY REQUIREMENTS
- MEETING WITH THE KILLEEN BUILDING CODE OFFICIAL AND KILLEEN FIRE MARSHALL TO REVIEW PRELIMINARY PLANS.
- REVIEW PROGRAM REQUIREMENTS, DESIGN ALTERNATIVES AND BUDGET WITH OWNER

2. DESIGN DEVELOPMENT:

BASED ON THE MUTUALLY AGREED UPON SCHEMATIC DESIGN PROGRAM, SCHEDULE AND BUDGET, THE PROJECT TEAM WILL DEVELOP:

- PRELIMINARY DRAINAGE AND ENTRY GRADING PLANS
- DEVELOP ACCESSIBLE PLANS FOR THE MAIN ENTRY
- BUILDING FLOOR PLANS

V O I C E 5 1 2 - 4 7 8 - 4 9 5 2 F A X 5 1 2 - 4 7 8 - 4 9 7 2
E - M A I L L S J @ L S J O H N S T O N . C O M
K I L L E E N G I L M O R E S E N I O R C E N T E R

- REVIEW PROPOSED DEMOLITION PLANS WITH CITY OF KILLEEN'S ASBESTOS ABATEMENT SPECIALIST
- CITY TO INITIATE ASBESTOS ABATEMENT PLAN
- BUILDING ELEVATIONS
- INTERIOR ELEVATIONS
- CODE COMPLIANCE VERIFICATION
- ACCESSIBILITY COMPLIANCE VERIFICATION
- PRELIMINARY INTERIOR MATERIAL SELECTION AND PALLET
- INTERIOR REFLECTED CEILING PLANS AND LIGHTING AT TOILET ROOMS
- REVIEW PROGRAM REQUIREMENTS, DESIGN DEVELOPMENT DOCUMENTS AND BUDGET WITH OWNER

3. CONSTRUCTION DOCUMENTS:

BASED ON CITY APPROVED DESIGN DEVELOPMENT DRAWINGS AND BUDGET THE PROJECT TEAM WILL DEVELOP:

- CIVIL SITE PLANS AND DETAILS FOR THE ACCESSIBLE ENTRY AND DRAINAGE SOLUTION DESIGN
- ARCHITECTURAL SITE PLAN AT THE ENTRY
- BUILDING ELEVATION AND DETAILS AT THE MAIN ENTRY
- BUILDING FLOOR PLANS AT TOILET ROOMS
- DETAILED DEMOLITION PLAN
- ENLARGED FLOOR PLANS OF TOILET ROOMS
- REFLECTED CEILING PLANS AT TOILET ROOMS
- TOILET ROOM INTERIOR ELEVATIONS AND DETAILS
- ROOM FINISH SCHEDULES
- DOOR, HARDWARE AND FINISH SCHEDULES
- ELECTRICAL PLANS, DETAILS, ELECTRICAL SCHEDULES AND NOTES
- PLUMBING PLANS, DETAILS, PLUMBING SCHEDULES AND NOTES
- PROJECT SPECIFICATIONS
- BUILDING PERMIT APPLICATION
- REVIEW CONSTRUCTION DOCUMENTS WITH OWNER FOR COMPLIANCE WITH BUDGET AND PROGRAM
- OWNER TO INITIATE ASBESTOS ABATEMENT PLAN AND CONSTRUCTION

4. BIDDING AND CONTRACT NEGOTIATION:

FOLLOWING THE ISSUANCE OF THE CONSTRUCTION DOCUMENTS THE PROJECT TEAM WILL:

- ISSUE BID DOCUMENTS
- CONDUCT A PRE-BID MEETING
- ANSWER CONTRACTOR QUESTIONS AND ISSUE ADDENDUMS TO BID DOCUMENTS
- REVIEW COMPETITIVE BIDS
- REVIEW CONTRACTOR QUALIFICATIONS
- APPLICATION FOR BUILDING PERMIT

5. CONSTRUCTION ADMINISTRATION:

FOLLOWING THE CONTRACT FOR CONSTRUCTION AWARD THE PROJECT TEAM WILL:

- CONDUCT A PRE-CONSTRUCTION MEETING
- PERFORM MONTHLY PAY APPLICATION INSPECTION AND REVIEW
- REVIEW SHOP DRAWINGS AND SUBMITTALS
- RESPOND TO REQUESTS FOR INFORMATION
- REVIEW CHANGE ORDER REQUESTS
- CONDUCT THE FINAL WALKTHROUGH AND PROVIDE THE INSPECTION PUNCH LIST
- ISSUE CERTIFICATE OF SUBSTANTIAL COMPLETION

2 of 4

V O I C E 5 1 2 - 4 7 8 - 4 9 5 2 F A X 5 1 2 - 4 7 8 - 4 9 7 2
 E - M A I L LSJ@LSJOHNSTON.COM
 K I L L E E N G I L M O R E S E N I O R C E N T E R

6. MEETING AND SITE VISIT SCHEDULE:

- 2 SITE VISITS WITH MEP CONSULTANTS DURING DESIGN
- 1 PROJECT MEETING PER PHASE WITH ARCHITECT (4 TOTAL)
- PREBID MEETING WITH ARCHITECT
- PRECONSTRUCTION MEETING WITH ARCHITECT
- MONTHLY PROJECT INSPECTION AND PAYMENT APPLICATION SITE VISITS FOR A 6 MONTH CONSTRUCTION PERIOD

FEE SCHEDULE:

ARCHITECTURAL AND MEP ENGINEERING SERVICES

SCHEMATIC DESIGN	\$ 4,000
DESIGN DEVELOPMENT	4,000
CONSTRUCTION DOCUMENTS	10,500
BIDDING	1,500
CONSTRUCTION ADMINISTRATION	5,000
SUBTOTAL	\$ 25,000

CIVIL ENGINEERING - \$ 10,500 (SEE ATTACHED PROPOSAL)*

SERVICES AND FEES EXCLUDED FROM THE CONTRACT:

- VARIANCE APPLICATIONS FOR CITY, STATE AND FEDERAL REGULATIONS
- ADDITIONAL MEETINGS NOT INCLUDED IN PROJECT SCOPE
- ASBESTOS PLAN AND REMEDIATION
- CITY, STATE AND FEDERAL FEES
- CONSULTING ENGINEERS NOT COVERED BY THE BASIC CONTRACT

REIMBURSABLE EXPENSES: ESTIMATED AT \$2,000

- TRAVEL EXPENSES
- PRINTING AND REPRODUCTION
- DELIVERY
- LOCAL, STATE AND FEDERAL FEES

RATE SCHEDULE FOR HOURLY ARCHITECTURAL SERVICES:

ADDITIONAL SERVICES INCLUDE BUT ARE NOT LIMITED TO LANDSCAPE ARCHITECTURE. NO ADDITIONAL SERVICES WILL BE PERFORMED WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER

PRINCIPAL IN CHARGE	\$ 125.00 HOUR
PRINCIPAL ARCHITECT	\$ 95.00 HOUR
PROJECT ARCHITECT	\$ 65.00 HOUR
TECHNICIAN/DRAFTING	\$ 45.00 HOUR

SCHEDULE:

WORK WILL COMMENCE AT OWNER'S NOTICE TO PROCEED.

- SCHEMATIC DESIGN - 15 DAYS
- DESIGN DEVELOPMENT - 15 DAYS
- CONSTRUCTION DOCUMENTS - 20 DAYS

WORK SCHEDULE DOES NOT INCLUDE OWNER REVIEW TIME


PAYMENT:

PROGRESS INVOICES WILL BE SUBMITTED ON A MONTHLY BASIS FOR THE PERCENTAGE OF WORK COMPLETED THAT MONTH

LIMITS OF LIABILITY:

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE DESIGN PROFESSIONAL, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE DESIGN PROFESSIONAL AND THEIR SUB-CONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES, COSTS AND DAMAGES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE DESIGN PROFESSIONAL AND SUB-CONSULTANTS SHALL NOT EXCEED THE TOTAL AMOUNT OF CONTRACT FEE.

SINCERELY,



LINDA JOHNSTON, AIA, NCARB

ACCEPTED BY:



DATE: 4/6/18



ADDENDUM TO CONTRACT FOR GOODS OR SERVICES

This addendum supplements that certain **professional services agreement, dated March 19, 2018**, made by and between the City of Killeen ("City") and **L.S. Johnston, Architects for the Architectural, MEP Engineering and Civil Engineering Services for the limited scope renovation of the Killeen Bob Gilmore Senior Center.**

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.


The City and Vendor have duly executed this Addendum as of this
27th day of March, 2018.

City of Killeen

Vendor


By: Dennis M. Baldwin

Title: Assistant City Manager


By: Linda Johnston

Title: Architect

Quintero Engineering, LLC

Civil Engineering • Land Surveying
Planning • Construction Management
www.quinteroeng.com



PROPOSAL

To: LS Johnston Architects
Attn.: Linda Johnston
From: Pedro Quintero, P.E.
Project Name: Gilmore Senior Center, Killeen
Project No.: TBD
Re: Civil Engineering & Surveying Fee Proposal
Date: January 11, 2018
Attachments: EJCDC-Short Form of Agreement

Quintero Engineering, LLC is pleased to submit a proposal to provide professional land surveying and civil engineering services for the proposed Gilmore Senior Center project located at 2201 E. Veterans Memorial Blvd. in Killeen, Texas. Based on our coordination efforts and information received, this project will consist of ADA parking lot and building entrance site renovations. We have determined the following scope of services for this project:

Scope of Services

1.0	Surveying and Engineering Services	Fees
1.1	Topographic Survey Survey for final civil design consisting of performing a topographic survey of including but not limited to locating property corners, establishing horizontal and vertical project control, locating existing above ground & underground utilities as marked by others, locating existing drainage features, locating existing hardscape features and gathering verting data for existing surface generation.	\$4,000
1.2	Civil Design Package Scope of work consists of preparing construction plans that meet the minimum City and State code requirements for permit and construction approval for both sites. In addition, project coordination will be provided to the client, contractor, design team, City staff and TxDOT as required. City comment corrections are included with the proposed fee. Construction Plans consist of but are not limited to, preparing plan and/or profile design sheets, as applicable, of the following: site plan, dimension control plan, grading plan, drainage plan, utility plan,	\$7,500

P.O. Box 4386, Killeen, Texas 76540
Office: 254-493-9962 Fax: 254-432-7070
T.B.P.E. Firm No.: 14709 T.B.P.L.S. Firm No. 10194110

Quintero Engineering, LLC

Civil Engineering • Land Surveying
Planning • Construction Management
www.quinteroeng.com



RE: Civil Engineering & Surveying Fee Proposal

erosion control plan, fire department plan, topographic plan, legends & notes, specific site detail, City and TxDOT details.

1.3 Construction Administration **\$1,500**

Scope of work consists of reviewing project submittals and providing interpretation of the plans during construction.

Total Lump Sum Fees for Surveying/Engineering Services: \$13,000

The project billing and compensation schedule for the proposed surveying and civil engineering related items will be invoiced accordingly:

- 50% Prior to Commencing Work
- 40% Construction Plan Submittal
- 10% Permit Approval

2.0 Additional Services

The following services are excluded from this scope and are considered as additional services. These services may be included in this scope of services if authorized in writing and payment for such service(s) will be mutually agreed to prior to initiating the services and will be billed using the hourly rates as noted below, plus reimbursable expenses.

- Hourly Rates for Potential Additional Services:
 - Principal \$150 per hour
 - Survey Crew \$150 per hour
 - Engineer \$120 per hour
 - Draftsman \$75 per hour
 - Clerical \$40 per hour
- Potential Additional Fees:
 - Fees for City, State or Federal permitting
 - Construction Staking
 - ALTA Survey (\$6,500)
 - Bidding Services
 - Construction Inspection & Management Services

3.0 Services Not Included With This Project

The following services are excluded from this project:

- Geotechnical Investigations
- Environmental Investigations
- Site Lighting Design
- Fire Sprinkler System Design
- FEMA Permitting (i.e. CLOMR, LOMR, LOMR-F, etc.)

Quintero Engineering, LLC
Civil Engineering • Land Surveying
Planning • Construction Management
www.quinteroeng.com



RE: Civil Engineering & Surveying Fee Proposal

- Phase I Environmental Site Assessment
- National Environmental Policy Act Compliance
- Site Signage Design
- Construction Staking
- Construction Inspection / Management Services
- LEED Design Requirements

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Quintero Engineering, LLC on the above-described project.

Quintero Engineering, LLC is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. Please do not hesitate to contact me if you need any additional information or have any questions.

Sincerely,

Pedro Quintero, P.E.
President

Linda Johnston 4/10/18
Accepted By Date

LINDA JOHNSTON
Printed Name, Title

1313 E 6th ST
Physical Address

AUSTIN TX 78702
City, State Zip

AUGUST 23, 2018

BRETT WILLIAMS
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES
CITY OF KILLEEN

GINDA HAYWARD
CD PROGRAM MANAGER
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF KILLEEN

VIA EMAIL: BWILLIAMS@KILLEENTEXAS.GOV / CHAYWARD@KILLEENTEXAS.GOV

RE: THIS AGREEMENT AND THE DETAILED SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BOB GILMORE CENTER RENOVATIONS AMENDS THE EXISTING AGREEMENT BETWEEN THE CITY OF KILLEEN AND LS JOHNSTON ARCHITECTS DATED 3/19/18 AND EXECUTED 4/16/18

PROJECT SCOPE:

- ACCESSIBLE COVERED FRONT ENTRY
- ACCESSIBLE PARKING
- GRADING IMPROVEMENTS TO PREVENT FLOODING
- ACCESSIBILITY REMODEL OF TOILET ROOMS
- NEW FINISHES AT DINING AREA
- NEW FINISHES AT ENTRY HALL AND GAMES AREAS
- NEW CEILINGS AND ENERGY EFFICIENT LIGHTING THROUGHOUT RENOVATED AREAS
- REPLACE HVAC EQUIPMENT
- REPLACE ROOFING AND INSULATION

BASIC SERVICES:

1. SCHEMATIC DESIGN:

- PRELIMINARY SITE VISIT BY A/E TEAM
- ARCHITECT'S REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS' REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- STRUCTURAL ENGINEER'S REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- UPDATE SITE PLAN WITH SURVEY TO INCLUDE SITE TOPOGRAPHIC AND BUILDING FLOOR ELEVATION INFORMATION
- CONFIRM BUILDING FLOOR PLAN DESIGN BASED ON PROGRAMS DEVELOPED IN CONCEPT STUDIES DATED 2/25/18
- CONFIRM SITE DESIGN STUDY INCLUDING CIRCULATION, PARKING, EXTERIOR PUBLIC SPACES AND DRAINAGE
- CODE AND ZONING COMPLIANCE VERIFICATION BASED ON CURRENT IBC BUILDING AND ENERGY CODES, TEXAS ACCESSIBILITY REQUIREMENTS AND FEDERAL ACCESSIBILITY AND ENERGY CODES.
- MEETING WITH THE KILLEEN BUILDING CODE OFFICIAL AND KILLEEN FIRE MARSHALL TO REVIEW PRELIMINARY PLANS.
- DEVELOP ALTERNATIVE EXTERIOR ELEVATIONS AND ENTRY STUDIES.
- REVIEW PROGRAM REQUIREMENTS, DESIGN ALTERNATIVES AND BUDGET WITH OWNER

2. DESIGN DEVELOPMENT:

BASED ON AN APPROVED SCHEMATIC DESIGN, THE PROJECT TEAM WILL DEVELOP:

- BUILDING FLOOR PLANS
- REVIEW PROPOSED DEMOLITION PLANS WITH ASBESTOS ABATEMENT SPECIALIST
- DEVELOP AN ARCHITECTURAL SITE PLAN
- COORDINATE ARCHITECTURAL SITE PLAN WITH CIVIL GRADING AND DRAINAGE SITE PLANS
- COORDINATE WITH KILLEEN PARKS DEPARTMENT TO DEVELOP A PRELIMINARY LANDSCAPING PLAN
- BUILDING ELEVATIONS
- INTERIOR ELEVATIONS
- CODE COMPLIANCE VERIFICATION
- ACCESSIBILITY COMPLIANCE VERIFICATION
- PRELIMINARY EXTERIOR MATERIAL SELECTION AND PALLET
- PRELIMINARY INTERIOR MATERIAL SELECTION AND PALLET
- LIGHTING AT BUILDING EXTERIOR
- INTERIOR REFLECTED CEILING PLANS AND LIGHTING
- STRUCTURAL CONCEPTS
- MECHANICAL ELECTRICAL AND PLUMBING CONCEPTS
- REVIEW PROGRAM REQUIREMENTS AND REVIEW DESIGN DEVELOPMENT DOCUMENTS WITH OWNER

3. CONSTRUCTION DOCUMENTS:

BASED ON MUTUALLY AGREED UPON APPROVED DESIGN DEVELOPMENT DRAWINGS, THE PROJECT TEAM WILL PRODUCE:

- BUILDING FLOOR PLANS
- DETAILED DEMOLITION PLAN
- SITE PLAN AND DETAILS
- CIVIL DRAINAGE PLANS
- CIVIL SITE UTILITY PLANS
- EXTERIOR ELEVATIONS
- ENLARGED FLOOR PLANS OF TOILET ROOM AREA
- REFLECTED CEILING PLANS
- INTERIOR ELEVATIONS
- INTERIOR DETAILS / INTERIOR SIGNAGE
- EXTERIOR DETAILS / EXTERIOR SIGNAGE
- ROOM FINISH SCHEDULES
- DOOR, WINDOW, HARDWARE AND FINISH SCHEDULES
- DOOR AND WINDOW DETAILS
- ROOF PLANS AND ROOF DETAILS
- STRUCTURAL PLANS AND DETAILS / STRUCTURAL SCHEDULES AND NOTES
- MECHANICAL PLANS AND DETAILS / MECHANICAL SCHEDULES AND NOTES
- ELECTRICAL PLANS, SITE PLAN AND DETAILS / ELECTRICAL SCHEDULES AND NOTES
- PLUMBING PLANS, SITE PLAN AND DETAILS / PLUMBING SCHEDULES AND NOTES
- PROJECT MANUAL AND SPECIFICATIONS
- BUILDING PERMIT APPLICATION
- TAS REVIEW APPLICATION
- CONSTRUCTION COST ESTIMATE
- REVIEW CONSTRUCTION DOCUMENTS WITH OWNER FOR COMPLIANCE WITH BUDGET AND PROGRAM (ONE MEETING)
- OWNER TO INITIATE ASBESTOS ABATEMENT CONSTRUCTION

4. BIDDING AND CONTRACT NEGOTIATION:

FOLLOWING THE ISSUANCE OF THE CONSTRUCTION DOCUMENTS THE PROJECT TEAM WILL:

- ISSUE BID DOCUMENTS
- CONDUCT A PRE-BID MEETING
- ANSWER CONTRACTOR QUESTIONS AND ISSUE ADDENDUMS TO BID DOCUMENTS

2 of 4

V O I C E 5 1 2 - 4 7 8 - 4 9 5 2 F A X 5 1 2 - 4 7 8 - 4 9 7 2
E - M A I L LSJ@LSJOHNSTON.COM
K I L L E E N G I L M O R E S E N I O R C E N T E R

- REVIEW COMPETITIVE BIDS
- REVIEW CONTRACTOR QUALIFICATIONS

5. CONSTRUCTION ADMINISTRATION:

FOLLOWING AWARD OF THE CONTRACT FOR CONSTRUCTION THE PROJECT TEAM WILL:

- CONDUCT A PRE-CONSTRUCTION MEETING
- ATTEND TWICE A MONTH PROJECT MEETINGS ON SITE
- PERFORM MONTHLY PAY APPLICATION REVIEW AND APPROVAL
- REVIEW SHOP DRAWINGS AND SUBMITTALS
- RESPOND TO REQUESTS FOR INFORMATION
- REVIEW CHANGE ORDER REQUESTS

7. MEETING AND SITE VISIT SCHEDULE:

- 1 SITE VISIT WITH MEP, STRUCTURAL AND CIVIL CONSULTANTS DURING DESIGN
- 1 PROJECT MEETING PER PHASE WITH ARCHITECT (3 TOTAL)
- PRE BID MEETING WITH ARCHITECT
- PRECONSTRUCTION MEETING WITH ARCHITECT AND MEP ENGINEER
- 5 MONTH CONSTRUCTION PHASE WITH TWICE A MONTH MEETINGS WITH THE ARCHITECT / ONE OF WHICH IS A MONTHLY PAY APPLICATION (10 TOTAL)
- SUBSTANTIAL COMPLETION INSPECTION WITH THE ARCHITECT AND MEP ENGINEER
- FINAL COMPLETION INSPECTION WITH THE ARCHITECT

FEES:

A/E- LIMITED SCOPE (CURRENT AGREEMENT)

SCHEMATIC DESIGN	\$ 4,000
DESIGN DEVELOPMENT	4,000
CONSTRUCTION DOCUMENTS	10,500
BIDDING	1,500
CONSTRUCTION ADMINISTRATION	5,000
TOTAL FEE	\$ 25,000

A/E- REVISED SCOPE AS OF AUG 23, 2018 (FEES TO BE ADDED)

SCHEMATIC DESIGN	\$ 10,600
DESIGN DEVELOPMENT	15,600
CONSTRUCTION DOCUMENTS	31,200
BIDDING	3,000
CONSTRUCTION ADMINISTRATION	15,600
TOTAL FEE	\$ 76,000

TOTAL FEES- LIMITED AND REVISED SCOPE \$101,000

SERVICES EXCLUDED FROM THE CONTRACT:

FURNITURE SPECIFICATION
 STATE AND FEDERAL REGULATIONS
 ADDITIONAL MEETINGS NOT INCLUDED IN PROJECT SCOPE

REIMBURSABLE EXPENSES:

TRAVEL EXPENSES PER MILE ESTIMATED AT \$1,500
 PRINTING AND REPRODUCTION
 ENGINEERS NOT COVERED BY THE SCOPE OF BASIC SERVICES

RATE SCHEDULE FOR HOURLY ARCHITECTURAL SERVICES:

ADDITIONAL SERVICES INCLUDE BUT ARE NOT LIMITED TO LANDSCAPE ARCHITECTURE.
 NO ADDITIONAL SERVICES WILL BE PERFORMED WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER

PRINCIPAL IN CHARGE	\$ 125.00 HOUR
PRINCIPAL ARCHITECT	\$ 95.00 HOUR
PROJECT ARCHITECT	\$ 65.00 HOUR
TECHNICIAN/DRAFTING	\$ 45.00 HOUR

3 of 4

V O I C E 5 1 2 - 4 7 8 - 4 9 5 2 F A X 5 1 2 - 4 7 8 - 4 9 7 2
 E - M A I L LSJ@LSJOHNSTON.COM
 K I L L E E N G I L M O R E S E N I O R C E N T E R

SCHEDULE:

WORK WILL COMMENCE AT OWNER'S NOTICE TO PROCEED
THE SCHEDULE DOES NOT INCLUDE OWNER REVIEW TIME

- SCHEMATIC DESIGN - 15 DAYS
- DESIGN DEVELOPMENT - 25 DAYS
- CONSTRUCTION DOCUMENTS - 45 DAYS

PAYMENT:

PROGRESS INVOICES WILL BE SUBMITTED ON A MONTHLY BASIS FOR THE
PERCENTAGE OF WORK COMPLETED THAT MONTH

LIMITS OF LIABILITY:

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE
CLIENT AND THE DESIGN PROFESSIONAL, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE
CLIENT AGREES, TO THE EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE DESIGN
PROFESSIONAL AND THEIR SUB-CONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION
CONTRACTOR AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES,
COSTS AND DAMAGES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE DESIGN
PROFESSIONAL AND SUB-CONSULTANTS SHALL NOT EXCEED THE TOTAL AMOUNT OF
CONTRACT FEE.

SINCERELY,



LINDA JOHNSTON, AIA, NCARB

ACCEPTED BY

DATE _____

Quintero Engineering, LLC

Civil Engineering • Land Surveying
Planning • Construction Management
www.quinteroeng.com



PROPOSAL

To: LS Johnston Architects
Attn.: Linda Johnston
From: Pedro Quintero, P.E.
Project Name: Gilmore Senior Center, Killeen
Project No.: TBD
Re: Civil Engineering & Surveying Fee Proposal – Amended #2
Date: August 23, 2018
Attachments: EJCDC-Short Form of Agreement
Gilmore Senior Center - 2-25-13 - Color Set

Quintero Engineering, LLC is pleased to submit a proposal to provide professional civil engineering services for the proposed Gilmore Senior Center project located at 2201 E. Veterans Memorial Blvd. in Killeen, Texas. Based on our coordination efforts and the recent information received from the architect, the project was amended to include the scope of work to what is being shown on the attached "Gilmore Senior Center - 2-25-13 - Color Set." The project general scope of work will consist of removing and replacing the paved entrance, portions of the existing parking lot, and rear patio. Also, the new construction of a new covered drop off, sidewalk additions south of the building and patio. We have determined the following scope of services for this project amendment, which are considered new and separate services from prior agreements:

Scope of Services

1.0 Engineering Services

Fees

1.1 Civil Design Package

\$7,500

Scope of work consists of preparing construction plans that meet the minimum City and State code requirements for permit and construction approval for both sites. In addition, project coordination will be provided to the client, contractor, design team, City staff and TxDOT as required. City comment corrections are included with the proposed fee. Construction Plans consist of but are not limited to, preparing plan and/or profile design sheets, as applicable, of the following: site plan, dimension control plan, grading plan, drainage plan, utility plan, erosion control plan, fire department plan, topographic plan, legends & notes, specific site detail, City and TxDOT details.

P.O. Box 4386, Killeen, Texas 76540
Office: 254-493-9962 Fax: 254-432-7070
T.B.P.E. Firm No.: 14709 T.B.P.L.S. Firm No. 10194110



RE: Civil Engineering & Surveying Fee Proposal – Amended

1.2 Construction Administration **\$1,500**

Scope of work consists of reviewing project submittals, providing interpretation of the plans during construction, and providing project inspections and reports as necessary for civil engineering design construction activities. Site inspections will be very limited to one or two.

Total Lump Sum Fees for Surveying/Engineering Services: \$9,000

The project billing and compensation schedule for the proposed surveying and civil engineering related items will be invoiced accordingly:

- Design
 - 50% Prior to Commencing Work
 - 40% Construction Plan Submittal
 - 10% Permit Approval
- Construction
 - Monthly Based on Time & Materials

2.0 Additional Services

The following services are excluded from this scope and are considered as additional services. These services may be included in this scope of services if authorized in writing and payment for such service(s) will be mutually agreed to prior to initiating the services and will be billed using the hourly rates as noted below, plus reimbursable expenses.

- Hourly Rates for Potential Additional Services:
 - Principal \$150 per hour
 - Survey Crew \$150 per hour
 - Engineer \$120 per hour
 - Inspector \$85 per hour
 - Draftsman \$75 per hour
 - Clerical \$40 per hour
- Potential Additional Fees:
 - Fees for City, State or Federal permitting
 - Construction Staking
 - ALTA Survey (\$4,500)
 - Bidding Services

3.0 Services Not Included With This Project

The following services are excluded from this project:

- Geotechnical Investigations
- Environmental Investigations

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'QE' followed by a flourish.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 23, 2018 (“Effective Date”) between

LS Johnston Architects (“Owner”)

and Quintero Engineering, LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Civil Engineering & Surveying (“Project”).
Fee Proposal – Amended #2

Description of Engineer’s Services: Please reference the attached project proposal dated August 23, 2018 for a
description of the proposed Engineer’s services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices or as stated in the referenced proposal and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01 and/or project proposal, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 9,000

B. Left Blank Intentionally

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: *Tim Johnston*

By: *Pedro Quintero, P.E.*
Pedro Quintero

Title: ARCHITECT

Title: President

Date Signed: 8/23/18

Date Signed: August 23, 2018

License or Certificate No. and State 111656, Texas

T.B.P.E. Firm No.: 14709 & T.B.P.L.S. Firm No: 10194110

Address for giving notices:
1313 E 6th ST
AUSTIN, TEXAS 78702

Address for giving notices:
P.O. Box 4386
Killeen, TX 76540

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.

LS Johnston Architects
Austin, TX United States

Certificate Number:
2018-399099

Date Filed:
09/03/2018

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

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.

A&E Services Agreement
Architecture and Engineering Services for renovation of the Bob Gilmore Center

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

5 Check only if there is NO Interested Party.

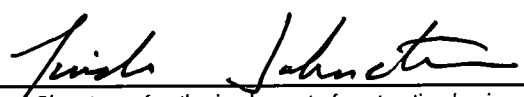
6 UNSWORN DECLARATION

My name is LINDA JOHNSTON, and my date of birth is 11/20/50.

My address is 1313 E 6th ST, AUSTIN, TX, 78702, TRAVIS
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 9 day of SEPT, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



BOB GILMORE SENIOR CENTER RENOVATION

RS-18-083

September 18, 2018

Senior Center Mission

2

- Killeen Senior Centers provide recreational opportunities for area senior citizens ages 55 and older.
- The Bob Gilmore Senior Center serves as one of two senior centers that provide various recreational opportunities for seniors of the Killeen community. The Bob Gilmore Senior Center serves the northern populace of Killeen.

CDAC Grant Funding

3

□ **Phase 1 CDBG Grant**

- CDAC awarded the Bob Gilmore Senior Center a \$209,248 grant to correct issues related to the drainage, entrance, and restrooms associated with the facility.
- A&E work commenced with the original award of funds in the amount of \$25,000.

□ **Phase 2 CDGB Grant**

- CDAC awarded the Bob Gilmore Senior Center a \$574,447.05 grant to continue renovations to the interior entry / reception area, game room, site work, and ADA parking.
- A&E work for Phase 2 totals \$76,000.

Fiscal Impact and Staff Report

4

- Total amount of A&E work for Phase 1 and 2 combined is \$101,000.
- Total A&E amount of \$101,000 exceeds the \$50,000 amount which triggers City Council approval.
- Total amount of CDAC funding for Phase 1 and 2 combined is \$783,725.05
- With the approval of Phase 2, the decision was made to leverage Phase 1 and Phase 2 funding to design the entire scope of the renovation project at the front end of the project.

Deficient Facility

5



Alternatives

6

- Authorize the total design of the Bob Gilmore Senior Center project by amending the existing A&E agreement with LS Johnston Architects to enable them to design the entire scope of work for the entire renovation project.
- Allow LS Johnston to complete the design of Phase 1 via the existing agreement and seek A&E services for Phase 2 through the RFQ process.

Staff Recommendation

7

- Staff is recommending City Council approve an amendment to the agreement with LS Johnston Architects for the Detailed Scope of Architectural and Engineering Services for the Bob Gilmore Senior Center Renovation in the amount of \$101,000, and that the city manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Legislation Details

File #: RS-18-084 **Version:** 1 **Name:** Bid 18-19
Type: Resolution **Status:** Resolutions
File created: 8/30/2018 **In control:** City Council
On agenda: 9/25/2018 **Final action:**
Title: Consider a memorandum/resolution authorizing the award of Bid No. 18-19 for Concrete, Street Materials, Top Soil, Rock, and Slurry Seal Services.
Sponsors: Public Works Department, Streets
Indexes: Street Material
Code sections:
Attachments: [Staff Report](#)
[Bid Tabulation](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		



STAFF REPORT

DATE: September 18, 2018

TO: Ronald L. Olson, City Manager

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

SUBJECT: Authorize the award of purchase contracts to Killeen Ready Mix, Killeen Crushed Stone, Green Dream International, DIJ Construction, Crafcoc, Inc., Viking Construction, Oldcastle Materials Texas, Roy D. Leifester, and Lone Star Paving for Concrete, Street Material, Top Soil, Rock, and Slurry Seal Services, Bid No. 18-19

BACKGROUND AND FINDINGS:

On August 15, 2018, at 2:15pm, bids were opened and read aloud for the procurement of the City's estimated annual requirements of Concrete, Street Materials, Top Soil, Rock, and Slurry Seal Services. These items included Concrete, Sac Grout, Bedding Material, Thermoplastic, Crack Seal, Slurry Seal Services, Type D Asphalt, Type C Asphalt, 1.5 Asphalt Overlay, Cold Mix Asphalt, Top Soil, Base Material, and Rip Rap Rock. The City's various Departments and Divisions utilize these materials in a variety of different applications, including construction and repair of roadways, parking areas, etc... The City's previous material contracts have all expired.

Ten (10) vendors' submitted bids: D.I.J. Construction, Crafcoc, Inc., Viking Construction, Inc., Roy D. Leifester, Killeen Crushed Stone, Intermountain Slurry Seal, Inc., Green Dream International, LLC, Lone Star Paving, Oldcastle Materials Texas, Inc., and Killeen Ready Mix, LTD. Bidders were instructed to bid items based upon an estimated annual need per item.

The lowest responsive and responsible bidder for each item is outlined below:

ITEM	MOST RESPONSIBLE BIDDER	BID PRICE
Concrete 3,000 PSI	Killeen Ready Mix	\$100.00/cubic yard
Concrete 3,000 PSI plus 2% calcium	Killeen Ready Mix	\$106.50/cubic yard
Concrete 4,000 PSI	Killeen Ready Mix	\$110.00/cubic yard
8 Sac Grout	Killeen Ready Mix	\$130.00/cubic yard
Bedding Material 3/8 F - Plant	Green Dream International	\$13.13 per ton
Bedding Material 3/8 F- Destination	Killeen Crushed Stone	\$20.00 per ton
Bedding Material 1/2 D - Plant	Killeen Crushed Stone	\$14.50 per ton
Bedding Material 1/2 D - Destination	Killeen Crushed Stone	\$20.00 per ton
Bedding Material 1 D - Plant	Green Dream International	\$8.19 per ton
Bedding Material 1 D - Destination	Green Dream International	\$19.58 per ton
Thermoplastic - White	D.I.J. Construction	\$0.65 per lb
Thermoplastic - Yellow	D.I.J. Construction	\$0.65 per lb
Thermoplastic - Black	D.I.J. Construction	\$0.63 per lb

Crack Seal Material - Polyflex III	Crafco	\$0.48 per lb
Slurry Seal Services-Pay Item 25lbs	Viking Construction	\$3.15/square yard
Slurry Seal Services-Pay Item 18lbs	Viking Construction	\$2.71/square yard
Type D Asphalt - Plant	Oldcastle Materials	\$60.00 per ton
Type C Asphalt - Plant	Oldcastle Materials	\$65.00 per ton
1.5 Asphalt Overlay	Lone Star Paving	\$8.75/square yard
Cold Mix Asphalt - Plant	Oldcastle Materials	\$68.00 per ton
Cold Mix Asphalt - Destination	Oldcastle Materials	\$76.00 per ton
Quality Sandy Loam Top Soil - Plant	Killeen Crushed Stone	\$10.00 per ton
Quality Sandy Loam Top Soil-Destination	Roy D. Leifester	\$11.45 per ton
Base Material - Plant	Killeen Crushed Stone	\$4.95 per ton
Base Material - Destination	Killeen Crushed Stone	\$10.50 per ton
Rip Rap 18-24" - Plant	Killeen Crushed Stone	\$23.00 per ton
Rip Rap 18-24" - Destination	Roy D. Leifester	\$22.45 per ton
Rip Rap 12-18" - Plant	Killeen Crushed Stone	\$23.00 per ton
Rip Rap 12-18" - Destination	Roy D. Leifester	\$22.45 per ton
Rip Rap 8-12" Medium - Plant	Killeen Crushed Stone	\$23.00 per ton
Rip Rap 8-12" Medium-Destination	Roy D. Leifester	\$22.45 per ton
Rip Rap 3-5" - Plant	Green Dream International	\$9.87 per ton
Rip Rap 3-5" - Destination	Killeen Crushed Stone	\$16.00 per ton

The bid solicitation also provided that if the current bidder(s) cannot fulfill an order, the City will then purchase from other area vendors that have available material that meet specifications. Due to fluctuating market conditions of the materials, the bid solicitation requires that bidder's prices remain fixed during the first twelve (12) months of the contract. The contract term for this award is for a term of one (1) year with the option to extend the same for four (4) additional six (6) month periods, if agreed to by both parties.

THE ALTERNATIVES CONSIDERED:

1. Award the bid based upon submittals received
2. Reject all bids, continue using purchases on a "per order" status

Which alternative is recommended? Why?

Recommend Alternate One Award of bid based upon submittals received. This is the most beneficial for the City of Killeen.

CONFORMITY TO CITY POLICY:

Per Purchasing Policy, Purchas of \$50,000.00 or more, by State law, triggers the competitive procurement process. The ITB uses the competitive sealed bid method. Requirements are clearly defined, negotiations are not necessary and price is the major determining factor for selection.

FINANCIAL IMPACT:

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

Projected expenditures are utilized for the City to obtain the best rate per unit pricing covering multiple City Departments and fiscal years. Actual costs per fiscal year for each Department may be significantly lower and will not exceed Departmental budgets. The final fiscal impact will be based upon the allocated budget and work load for the year.

Is this a one-time or recurring expenditure?

The purchases will be recurring expenditures with fixed prices for the first twelve months of the contract. The contract term for the award can be extended the same for four (4) additional six (6) month periods, if agreed by both parties.

Is this expenditure budgeted?

Yes, all purchases of materials are budgeted within the individual Department's budget.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City staff recommends that City Council award purchase contracts to Killeen Ready Mix, Killeen Crushed Stone, Green Dream International, DIJ Construction, Crafc0, Inc., Viking Construction, Oldcastle Materials Texas, Roy D. Leifester, and Lone Star Paving for the purchase of various Concrete, Street Materials, Top Soil, Rock, and Slurry Seal Services; authorize the City Manager to enter into a contract with the same, including the proposed extensions described; and finally, authorize the City Manager to execute any and all change orders in the amounts established by state and local law.

DEPARTMENTAL CLEARANCES:

Legal
Finance
Public Works

ATTACHED SUPPORTING DOCUMENTS:

Bid Tabulation
Certificate of Interested Parties

Bid 18-19, Concrete, Street Materials, Topsoil, Rock, and Slurry Seal Services		D.J.J. CONSTRUCTION	CRAFCO, INC.	VIKING CONSTRUCTION, INC.	ROY D. LEIFESTER	KILLEEN CRUSHED STONE	INTERMOUNTAIN SLURRYSEAL, INC	GREEN DREAM INTERNATIONAL, LLC	LONE STAR PAVING	OLDCASTLE MATERIALS TEXAS, INC	KILLEEN READY MIX LTD
Opening: August 15, 2018 @ 2:15 PM	Unit Price per cu yd/ extended price										
CONCRETE, 3,000 PSI	3,500 C.Y.	NA	NA	NA	NA	\$105.00	NA	NA	NA	NA	\$100.00
CONCRETE, 3,000 PSI PLUS 2% CALCIUM	500 C.Y.	NA	NA	NA	NA	\$111.50	NA	NA	NA	NA	\$106.50
CONCRETE, 4,000 PSI	325 C.Y.	NA	NA	NA	NA	\$115.00	NA	NA	NA	NA	\$110.00
8 SAC GROUT	250 C.Y.	NA	NA	NA	NA	\$135.00	NA	NA	NA	NA	\$130.00
BEDDING MATERIAL 3/8" F FOB PLANT FOB DESTINATION	1,000 TN 1,000 TN	NA	NA	NA	\$0.00 \$24.45	\$14.50 decline \$20.00 accept	NA	\$13.13 accept \$24.52 decline	NA	NA	NA
BEDDING MATERIAL 1/2" D FOB PLANT FOB DESTINATION	1,000 TN 1,000 TN	NA	NA	NA	NA	\$14.50 \$20.00	NA	\$22.05 \$26.25	NA	NA	NA
BEDDING MATERIAL 1" D FOB PLANT FOB DESTINATION	1,000 TN 1,000 TN	NA	NA	NA	NA	\$14.50 \$20.00	NA	\$8.19 \$19.58	NA	NA	NA
THERMOPLASTIC - WHITE	30,000 LBS.	\$0.65	NA	NA	NA	NA	NA	NA	NA	NA	NA
THERMOPLASTIC - YELLOW	15,000 LBS.	\$0.65	NA	NA	NA	NA	NA	NA	NA	NA	NA
THERMOPLASTIC - BLACK	8,000 LBS	\$0.63	NA	NA	NA	NA	NA	NA	NA	NA	NA
CRACK SEAL MATERIAL - POLYFLEX III	68,000 LBS.	NA	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
SLURRY SEAL SERVICES PAY ITEM 25LBS. PAY ITEM 18LBS	275,000S.Y. 275,000S.Y.	NA	NA	\$3.15 \$2.71	NA	NA	\$3.41 \$2.91	NA	NA	NA	NA
TYPE D ASPHALT FOB PLANT	25,000 TONS	NA	NA	NA	NA	NA	NA	NA	\$67.50	\$60.00	NA
TYPE C ASPHALT FOB PLANT	1,500 TONS	NA	NA	NA	NA	NA	NA	NA	\$66.50	\$65.00	NA

Bid 18-19, Concrete, Street Materials, Topsoil, Rock, and Slurry Seal Services		D.L.J. CONSTRUCTION	CRAFCO, INC.	VIKING CONSTRUCTION, INC.	ROY D. LEIFESTER	KILLEEN CRUSHED STONE	INTERMOUNTAIN SLURRY SEAL, INC	GREEN DREAM INTERNATIONAL, LLC	LONE STAR PAVING	OLDCASTLE MATERIALS, INC	KILLEEN READY MIX LTD
Opening: August 15, 2018 @ 2:15 PM	Unit Price per cu yd/ extended price										
1.5 ASPHALT OVERLAY	100,000 SY	NA	NA	NA	NA	NA	NA	NA	\$8.75	\$10.75	\$10.75
COLD MIX ASPHALT FOB PLANT FOB DESTINATION	2,500 TNS 2,500 TNS	NA	NA	NA	NA	NA	NA	NA	\$80.00 \$90.00	\$68.00 \$76.00	NA
QUALITY SANDY LOAM TOPSOIL FOB PLANT FOB DESTINATION	4,000 TN 10,000 TN	NA	NA	NA	\$0.00 decline \$11.45 accept	\$10.00 accept \$15.00 decline	NA	\$0.00 \$24.15	NA	NA	NA
BASE MATERIAL FOB PLANT FOB DESTINATION	13,000 TN 6,000 TN	NA	NA	NA	\$0.00 \$13.45	\$4.95 \$10.50	NA	\$7.14 \$18.53	NA	NA	NA
RIP RAP 18-24 INCH FOB PLANT FOB DESTINATION	1,500 TN 1,000 TN	NA	NA	NA	\$0.00 decline \$22.45 accept	\$23.00 accept \$31.00 decline	NA	\$32.55 \$36.75	NA	NA	NA
RIP RACK 12-18 INCH FOB PLANT FOB DESTINATION	1,500 TN 1,000 TN	NA	NA	NA	\$0.00 decline \$22.45 accept	\$23.00 accept \$31.00 decline	NA	\$32.55 \$36.75	NA	NA	NA
RIP RAP 8-12 INCH MEDIUM FOB PLANT FOB DESTINATION	500 TONS 500 TONS	NA	NA	NA	\$0.00 decline \$22.45 accept	\$23.00 accept \$31.00 decline	NA	\$32.55 \$36.75	NA	NA	NA
RIP RAP 3-5 INCH FOB PLANT FOB DESTINATION	5,500 TN 1,500 TN	NA	NA	NA	\$0.00 \$19.95	\$10.50 decline \$16.00 accept	NA	\$9.87 accept \$21.26 decline	NA	NA	NA
NOTES / COMMENTS		NA	NA	NA	NA	Bedding /Base Material, Rip Rap Plant - 2484FM-12 miles-----Sandy Loam - Taylors Valley Rd	NA	Bedding Material Plant CR147 Georgetown--31 miles---3/8 Utility Rock, washed 3/8 Utility Rock will be \$0.55 per ton more 1"D is 1" Utility Rock ----- ----- Instead of RIP Rap 3-5" we are offering Rip Rap 3-4"	NA	Kempner Plant	3 cy minimum on all deliveries w/ maximum of 2 diff. locations ----- ----- \$50.00 fee added to any load under 3 cy

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:
2018-390950

Date Filed:
08/13/2018

Date Acknowledged:

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

Crafco, Inc.
Chandler, AZ 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, Texas

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.

18-19
Concrete, Street Materials, Topsoil, Rock, and Slurry Seal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Price, Brian	Chandler, AZ United States	X	
Chehovits, James G.	Chandler, AZ United States	X	
Kelly, Nelson Thomas	Chandler, AZ United States	X	
Burns, John Baxter	Jackson, MS United States	X	
Lampton, Robert H.	Jackson, MS United States	X	
Lampton, William W.	Jackson, MS United States	X	
Brooks, Donald M.	Chandler, AZ United States	X	
Ergon, Inc.	Jackson, MS United States	X	

5 Check only if there is NO Interested Party.

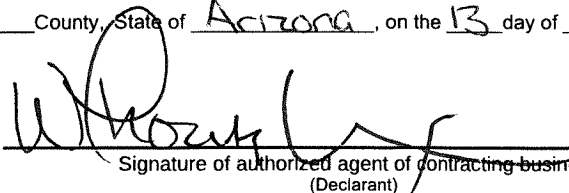
6 UNSWORN DECLARATION

My name is N. Thomas Kelly, and my date of birth is 6/6/1956.

My address is 6165 W. Detroit St. Chandler AZ 85226 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 13 day of August, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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:
2018-400026

Date Filed:
09/05/2018

Date Acknowledged:

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

Viking Construction, Inc
GEORGETOWN, 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.

Bid 18-19
Bid 18-19, Concrete, Street Materials, Topsoil, Rock, and Slurry Seal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dunn, Barry	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Adele Wright, and my date of birth is 10-12-71.

My address is 911 E. Olympic Dr., Pflugerville, TX, 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 5 day of Sept, 20 18.
(month) (year)

Adele Wright
Signature of authorized agent of contracting business entity
(Declarant)

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.
 Oldcastle Materials Texas, INC.
 Cedar Park, TX United States

Certificate Number:
 2018-399918

Date Filed:
 09/05/2018

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.
 18-16
 Mix Material Sales

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Oldcastle Materials Texas, INC.	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party.

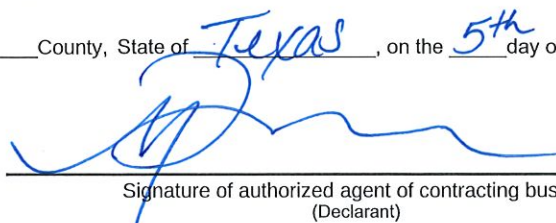
6 UNSWORN DECLARATION

My name is Matti Phipps, and my date of birth is 1-14-1988.

My address is 6904 W. Hwy 190, Belton, Tx, 76513, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 5th day of Sept, 2018.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

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:
 2018-399569

Date Filed:
 09/04/2018

Date Acknowledged:

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

Lone Star Paving
 Temple, 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.

Bid 18-19
 Bid 18-19 Concrete, Street Materials, Topsoil, Rock, and Slurry Seal Services

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

5 Check only if there is NO Interested Party.

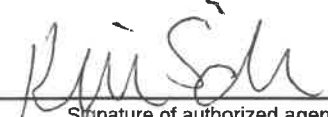
6 UNSWORN DECLARATION

My name is Kevin Schneider, and my date of birth is 11/11/1977.

My address is 5513 Taylors Valley Rd, Temple, TX, 76502, US.
(street) (city) (state) (zip code) (country)

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

Executed in BELL County, State of TEXAS, on the 4TH day of SEPT., 2018.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

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:
 2018-402807

Date Filed:
 09/11/2018

Date Acknowledged:

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

U Haul I Haul Topsoil
 Killeen, 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.

Bid 18-19
 Concrete, Street Material, Topsoil, Rock, and Slurry Seal Materials

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Roy Weifester, and my date of birth is 01/16/1960.
 My address is 10 Box 690324, Killeen, Tx, 76549, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 11 day of 9, 2018.
(month) (year)

Roy Weifester
 Signature of authorized agent of contracting business entity
(Declarant)

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:
 2018-398534

Date Filed:
 08/30/2018

Date Acknowledged:

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

Killeen Ready Mix
 Killeen, 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.

Bid # 18-19
 Ready Mixed Concrete

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

5 Check only if there is NO Interested Party.

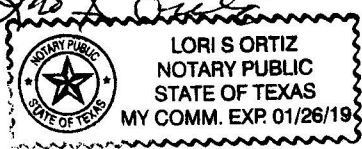
6 UNSWORN DECLARATION

My name is Dickie R. King, and my date of birth is 5-30-1959.

My address is 1609 Richard Dr, Killeen, TX, 76541, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 30 day of August, 2018.
(month) (year)



Dickie R. King
 Signature of authorized agent of contracting business entity
(Declarant)

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:
 2018-398581

Date Filed:
 08/30/2018

Date Acknowledged:

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

Killeen Crushed Stone
 killeen, 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.

18-19
 street materials

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

5 Check only if there is NO Interested Party.

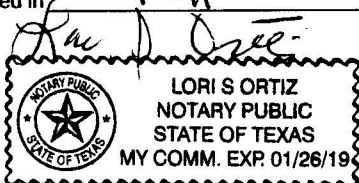
6 UNSWORN DECLARATION

My name is Jayson Shatto, and my date of birth is 02/10/2018

My address is 1184 Morgan Dr, Temple, TX, 76502 Bell
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 30th day of Aug., 20 18.
(month) (year)



Jayson Shatto
 Signature of authorized agent of contracting business entity
 (Declarant)

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.

Green Dream International LLC
Alexandria, VA United States

Certificate Number:
2018-387982

Date Filed:
08/03/2018

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

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.

18-19
Concrete, Street Materials, Topsoil, Rock, and Slurry Seal Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Varand Vartanian, and my date of birth is 14 Dec 1956.

My address is 2331 Mill Rd, Suite 100, Alexandria, VA, 22314, USA.
(street) (city) (state) (zip code) (country)

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

Executed in fairfax County, State of VA, on the 15 day of August, 2018.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.

D.I.J. Construction
Bertram, TX United States

Certificate Number:
2018-398743

Date Filed:
08/31/2018

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

City of Killeen Texas

Date Acknowledged:

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

Bid 18-19
Thermoplastic Material Sales

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

5 Check only if there is NO Interested Party.

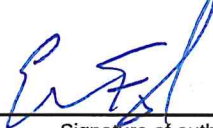
6 UNSWORN DECLARATION

My name is Evan Floyd, and my date of birth is 2/7/83.

My address is 2329 CR 252 (street), Bertram (city), TX (state), 78805 (zip code), US (country).

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

Executed in Burnet County, State of Texas, on the 31st day of August, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CONCRETE, STREET MATERIALS, TOP SOIL, AND SLURRY SERVICES

RS-18-084

September 18, 2018

Background and Conclusion

- The City of Killeen conducts an annual bid for materials necessary for general maintenance.
- Bids were received for the procurement of the City's estimated annual requirements of Concrete, Street Materials, Top Soil, Rock, and Slurry Seal Services.
- These materials are utilized by multiple departments and divisions for a variety of maintenance practices.
- Bid documents require that bidder's prices remain fixed during the twelve (12) month contract and there is an option to extend the same contract for four (4) additional six (6) month periods, if agreed by both parties.
- Projected expenditures are utilized for the City to obtain the best rate per unit pricing
- Actual costs will not exceed Departmental budgets.

Alternatives/Recommendation

□ Alternatives

- ▣ Award the bid as recommended
- ▣ Reject the bid and individually bid projects as necessary.

□ Recommendation

- ▣ Staff recommends the award of purchase contracts to Killeen Ready Mix, Killeen Crushed Stone, Green Dream International, DIJ Construction, Crafcoc Inc., Viking Construction, Oldcastle Materials Texas, Roy D. Leifester, and Lone Star Paving for the purchase of various Concrete, Streets Materials, Top Soil, and Slurry Seal Services.



City of Killeen

Legislation Details

File #: RS-18-085 **Version:** 1 **Name:** TxDOT RAMP Grants ILE & KFHRA
Type: Resolution **Status:** Resolutions
File created: 8/28/2018 **In control:** City Council
On agenda: 9/25/2018 **Final action:**
Title: Consider a memorandum/resolution accepting TxDOT Routine Airport Maintenance Program (RAMP) grants for Killeen Fort Hood Regional Airport and Skylark Field.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[TxDOT RAMP Grant KFHRA](#)
[TxDOT RAMP Grant Skylark Field Presentation](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		



STAFF REPORT

DATE: September 18, 2018

TO: Ronald L. Olson, City Manager

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

SUBJECT: RESOLUTION TO ACCEPT ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANTS FROM TXDOT FOR KILLEEN FORT HOOD REGIONAL AIRPORT AND SKYLARK FIELD

BACKGROUND AND FINDINGS:

Texas Department of Transportation (TxDOT) Aviation Division works directly with airports in the state to assist in maintaining FAA safety standards and to insure vital aviation links to all parts of Texas are maintained for commerce and emergency air transport.

One form of assistance available to airports through TxDOT is the Routine Airport Maintenance Program (RAMP), which can provide up to \$50,000 each year for airport maintenance or minor capital funding on a 50/50 match basis for each airport.

TxDOT has offered the City of Killeen RAMP grants of \$50,000 for use at Killeen Fort Hood Regional Airport and \$15,000 for Skylark Field Airport. These grants will be used to match an equal amount of airport enterprise money to fund maintenance and supplies up to \$100,000 for Killeen Fort Hood Regional Airport and up to \$30,000 for Skylark Field. The Aviation Fund's FY 2019 line-item budget assumes receipt of a portion of these grants and authorizes expenditures in various repair, maintenance, and professional service accounts that qualify for the 50% grant augmentation. Examples of work eligible with this grant includes runway rubber removal, pavement crack seal, perimeter fence and gate maintenance, fuel farm repairs, surveillance camera system maintenance, general/corporate aviation building repair, terminal building repair and painting, landscaping, and erosion control. The grant can also be used for the purchase of goods such as airfield lighting parts (bulbs, globes, transformers, etc.), herbicide, pesticide, pavement marking paint, and reflective beads.

Acceptance of the grants does not incur any additional expenditure obligation on the part of the City. Rather, the grant is a means of receiving a 50% reimbursement on expenditure requirements already budgeted for maintenance requirements, supplies, and professional services for each respective airport.

THE ALTERNATIVES CONSIDERED:

The alternatives are: (1) accept the TxDOT RAMP Grants and receive funding assistance from TxDOT; or, (2) decline the grants.

Which alternative is recommended? Why?

Staff recommends acceptance of the RAMP grants. Declining the grants would not take advantage of the State’s funding assistance and would require the City to pay 100% of the cost of routine airport maintenance.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

Revenue from these grants will be deposited in the applicable airport enterprise fund (account number 525-0000-386.05-01 TxDOT Projects and 527-0000-386.05-01 TxDOT Projects). Conditions of the grant require that the City first pay 100% of the eligible project work and submit copies of receipts for the 50% reimbursement. The reimbursement typically occurs on a quarterly basis.

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

This grant does not incur any additional expenditure obligation on the part of the City. It provides a 50% reimbursement of eligible expenditures that would occur regardless of the grant.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council accept the TxDOT RAMP Grants, TxDOT Project M1909FHOO, in the amount of \$50,000, and TxDOT Project M1909KILE, in the amount of \$15,000, and authorize the City Manager or designee to execute the agreement and any and all amendments to the grants within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

TxDOT RAMP Grant KFHRA
TxDOT RAMP Grant Skylark Field

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M1909FHOO

Part I - Identification of the Project

TO: The City of Killeen, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Killeen, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the FORT HOOD/KILLEEN - ROBERT GRAY AAF Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2019, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Killeen, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Killeen, Texas
Sponsor

Sponsor Signature

Ronald L. Olson, City Manager
Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Killeen, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M1909FHOO

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The City of Killeen, Texas

Signature

Title: Ronald L. Olson, City Manager

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1909FHOO

The City of Killeen does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Killeen, Texas

By: _____

Title: Ronald L. Olson, City Manager

Date: _____

Certification of State Single Audit Requirements

I, Matthew Van Valkenburgh, do certify that the City of Killeen, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Killeen, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Killeen, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

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

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1909FHOO

The City of Killeen, Texas, designates, Matthew Van Valkenburgh, A.A.E., Executive Director of Aviation
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of Killeen, Texas

By: _____

Title: Ronald L. Olson, City Manager

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M1909KILE

Part I - Identification of the Project

TO: The City of Killeen, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Killeen, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the KILLEEN - SKYLARK FIELD Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2019, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Killeen, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Killeen, Texas

Sponsor

Sponsor Signature

Ronald L. Olson, City Manager

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Killeen, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

**Scope of Services
TxDOT Project ID: M1909KILE**

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$30,000.00	\$15,000.00	\$15,000.00
TOTAL	\$30,000.00	\$15,000.00	\$15,000.00

Accepted By: The City of Killeen, Texas

Signature

Title: Ronald L. Olson, City Manager

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1909KILE

The City of Killeen does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Killeen, Texas

By: _____

Title: Ronald L. Olson, City Manager

Date: _____

Certification of State Single Audit Requirements

I, Matthew Van Valkenburgh, do certify that the City of Killeen, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Killeen, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Killeen, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

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

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1909KILE

The City of Killeen, Texas, designates, Matthew Van Valkenburgh, A.A.E., Executive Director of Aviation
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of Killeen, Texas

By: _____

Title: Ronald L. Olson, City Manager

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



TXDOT-ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP)
KILLEEN-FORT HOOD REGIONAL & SKYLARK FIELD

RS-18-085

September 18, 2018

Background

- TxDOT Aviation Division works directly with airports in the state to assist in maintaining FAA safety standards and to ensure vital aviation links to all parts of Texas are maintained
- TxDOT can provide up to \$50,000 per year for airport maintenance and minor capital funding on a 50/50 match basis

Utilization

3

□ KFHRA - \$50,000

- Light bulbs for runway/taxiways
- Herbicides and pesticides
- Crack sealant, rubber removal
- Airfield paint for runway / taxiways / ramps
- Security and access control maintenance

□ Skylark Field - \$15,000

- Light bulbs for runway/taxiways
- Herbicides and pesticides
- Crack sealant
- Fuel system repairs and support
- T-hangar maintenance and repair

Recommendation

4

- Council accept the TxDOT RAMP Grants, and authorize the City Manager or designee to execute the agreement and any and all amendments to the grants within the amounts set by state and local law.



City of Killeen

Legislation Details

File #: RS-18-086 **Version:** 1 **Name:** Airline Lease Addendums KFHRA
Type: Resolution **Status:** Resolutions
File created: 8/30/2018 **In control:** City Council
On agenda: 9/25/2018 **Final action:**
Title: Consider a memorandum/resolution approving airline lease agreement extensions at the Killeen Fort Hood Regional Airport.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[American Lease Agreement](#)
[United Lease Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
9/18/2018	1	City Council Workshop		



STAFF REPORT

DATE: September 18, 2018
TO: Ronald L. Olson, City Manager
FROM: Matthew Van Valkenburgh A.A.E., Executive Director of Aviation
SUBJECT: AIRLINE LEASE AGREEMENT EXTENSION APPROVAL

BACKGROUND AND FINDINGS:

Airline lease agreements for Killeen-Fort Hood Regional Airport were originally approved by Council in May 2004 and have either been extended for various term lengths or have been regenerated as new agreements due to airline mergers and restructuring. The agreements with American Airlines, Inc. and United Airlines, Inc. were last extended in 2016 and will expire on September 30, 2018.

Staff has reviewed the current airline lease agreements and negotiated with representatives of the airlines for extensions of their respective lease agreements which include fee adjustments based upon the consumer price index and are competitive within the industry. These addendums provide for the lease agreements to be extended by one year through September 30, 2019, with an option for an additional one year extension.

THE ALTERNATIVES CONSIDERED:

Alternatives considered were: (1) negotiate and extend the agreements with the airlines, or, (2) not enter into a lease agreement with the airlines.

Which alternative is recommended? Why?

Staff recommends alternative 1. Aviation staff has negotiated terms which are beneficial to both the airlines and the City which will provide for continued commercial air service to our community.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

The lease agreement extensions provide the tenants will pay annual rental fees totaling \$96,347.64, not including various monthly security, telephone, and information technology fees within the lease.

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the lease extensions with American and United Airlines and authorize the City Manager or designee to execute same as well as all addendums and lease actions to the agreement, including termination, to the extent allowed by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

American Lease Agreement
United Lease Agreement
Certificate of Interested Parties

STATE OF TEXAS

COUNTY OF BELL

ADDENDUM NO. 4

The City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and American Airlines, Inc., hereinafter referred to as "Tenant", hereby agree that the terms and conditions of the Lease Agreement dated September 12, 2012 between the City of Killeen and American Airlines, Inc., and amended with Addendum No. 1 dated September 10, 2013, Addendum No. 2 dated August 26, 2014, and Addendum No. 3 dated September 27, 2016 will remain in full force and effect, with the exception of the changes made and incorporated in Addendum No. 4 herein.

ARTICLE I
Description of Leased Premises

The Airport, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease and let unto Tenant the following described property, hereinafter referred to as "Leased Premises", located in the Ted C. Connell Terminal Building at the Killeen-Fort Hood Regional Airport, 8101 S. Clear Creek Rd, Killeen, Texas 76549:

1. No change
2. Joint-use of the airport passenger screening and passenger hold room areas is depicted in Exhibit "C". These areas are for use by all air carriers using the terminal building. The Tenant will be allocated the use of one gate with a double position ticket podium configured with two groups of flexible-use passenger processing equipment. Tenant will also have the use of the associated passenger boarding bridge for the allocated gate. Said gate and associated equipment will be assigned for various periods of time and may be rotated based upon passenger boarding bridge / flexible-use equipment availability and other requirements of the Airport. These areas will be furnished and maintained by the Airport. Additional gates and associated equipment for concurrent use by the Tenant will be made available on a space available basis at an additional charge. The Airport retains all rights for the utilization of floor and wall space within these areas for appropriate art displays or advertisement, as it deems fit. The Tenant may coordinate with the Airport's advertisement concession, as appropriate, for advertising/promotional material in the departure areas. City will not install any advertising on Airline's ticket counter backwall or holdroom gate podium backwall.
3. No change
4. No change

ARTICLE V
Terms of Agreement

1. The Airport hereby grants unto the said Tenant, for a period of one year, beginning October 1, 2018 and ending September 30, 2019, the right to conduct air carrier services, as previously described, at the Killeen-Fort Hood Regional Airport.

2. If Tenant is not in default of the terms hereunder, the term of the Lease Agreement shall automatically extend for one (1) additional year unless Tenant gives Airport notice of its option not to extend at least sixty (60) days prior to the expiration of the initial term or corresponding successive term, as applicable.

3. No change

4. As consideration for this Lease, Tenant promises to pay to the Airport, at the office of the City of Killeen Finance Department in Killeen, Bell County, Texas, the rents and fees prescribed in ARTICLE VI and Exhibit "E". The basic rents and fees prescribed in ARTICLE VI, Paragraph 1, are payable without demand in monthly installments in advance on or before first day of each and every month during the term of this lease. Variable charges will be due and payable as prescribed in ARTICLE VI, Paragraph 2. During the term of the lease agreement, the Airport's Executive Director of Aviation or his/her designated representative may notify Tenant in writing of other methods of payment and other locations to which required payments may be made.

ARTICLE VI
Rentals, Fees, and Accounting Records

1. Tenant shall pay to the Airport \$4,099.94 per month for the Basic Rents and Fees as described in Exhibit "E". Basic Rents and Fees include Leased Premises rentals, minimum passenger screening/departure area rent, minimum baggage claim area rent, and public address system use fee.

2. No change

3. No change

4. No change

5. No change

ARTICLE XI
General Provisions

1. No change

2. No change

3. No change

4. No change

- 5. No change
- 6. No change
- 7. No change
- 8. No change
- 9. No change
- 10. No change

11. This agreement is governed by the laws of the State of Texas, and venue shall be in Bell County.

12. Tenant hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this lease agreement. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXHIBIT "E"
Rents and Fees Schedule

Replace Exhibit "E" (Addendum No. 2) with new Exhibit "E" (Addendum No. 4)

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2018.

ATTEST:

CITY OF KILLEEN:

Lucy Aldrich
City Secretary

Ronald L. Olson
City Manager

ATTEST:

AMERICAN AIRLINES, INC.

Name
Title

Christopher J. Collison
Director, Real Estate

EXHIBIT "E"
Rents and Fees Schedule

City of Killeen and American Airlines, Inc.
Rents and Fees Schedule

BASIC RENT and FEES

Rooms C112, C113, and C114 (office space, ticketing area, outbound baggage room and rest room)
1,173 sq. ft. @ \$2.11 per sq. ft. per month **\$2,475.03**

Room A122 (storage room)
81 sq. ft. @ \$2.11 per sq. ft. per month **\$170.91**

Passenger screening / hold area \$1.02 per enplaned passenger,
minimum **\$1,224.00** per month

Baggage Claim Area \$0.15 per deplaned passenger
minimum **\$180.00** per month

Public Address System use fee **\$50.00** per month

TOTAL MINIMUM RENT AND FEES **\$4,099.94 per month**

USER FEES

Landing Fees \$0.84 per 1,000 lbs.
(FAA certified maximum landing weight)

SUNDRY CHARGES

Additional concurrent gate/boarding bridge use \$50.00 per use plus \$50 per day after 12 hours
(Basic rents include use of one gate/boarding bridge)

Employee credentials* \$ 7.00 per month per employee

Replacement of lost credentials or keys * \$50.00 each

Hourly overtime rate \$55.00 per hour
(To keep terminal building open beyond published hours)

External Antenna or Dish \$33.00 per month

Flexible use equipment* \$ 5.00 per scheduled departing flight
(Includes 2 ATO groups and 1 gate group**) \$ 5.00 per unscheduled departing flight

Telephone Service*
Local Service \$23.50 per line per month***
Voice mail \$ 4.25 per line per month
Phone rental \$ 6.00 per phone per month
Maintenance fee \$15.50 per line per month

Internet access via T-1* \$64.00 per connection per month*

- * Subject to annual review
- ** Group includes 2 computers and associated printers
- *** Plus applicable federal / state taxes and surcharges

STATE OF TEXAS

COUNTY OF BELL

ADDENDUM NO. 4

The City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and United Airlines, Inc., (successor-in-interest, by merger, to United Air Lines, Inc.), hereinafter referred to as "Tenant", hereby agree that the terms and conditions of the Lease Agreement dated September 12, 2012 between the City of Killeen and United Air Lines, Inc., and amended with Addendum No. 1 dated September 10, 2013, Addendum No. 2 dated August 26, 2014, and Addendum No. 3 dated September 27, 2016 will remain in full force and effect, with the exception of the changes made and incorporated in Addendum No. 4 herein.

ARTICLE I
Description of Leased Premises

The Airport, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease and let unto Tenant the following described property, hereinafter referred to as "Leased Premises", located in the Ted C. Connell Terminal Building at the Killeen-Fort Hood Regional Airport, 8101 S. Clear Creek Rd, Killeen, Texas 76549:

1. No change
2. Joint-use of the airport passenger screening and passenger hold room areas is depicted in Exhibit "C". These areas are for use by all air carriers using the terminal building. The Tenant will be allocated the use of one gate with a double position ticket podium configured with two groups of flexible-use passenger processing equipment. Tenant will also have the use of the associated passenger boarding bridge for the allocated gate. Said gate and associated equipment will be assigned for various periods of time and may be rotated based upon passenger boarding bridge / flexible-use equipment availability and other requirements of the Airport. These areas will be furnished and maintained by the Airport. The Airport retains all rights for the utilization of floor and wall space within these areas for appropriate art displays or advertisement, as it deems fit. The Tenant may coordinate with the Airport's advertisement concession, as appropriate, for advertising/promotional material in the departure areas. Additional gates and associated equipment for concurrent use by the Tenant will be made available on a space available basis at an additional charge.
3. No change
4. No change

ARTICLE V
Terms of Agreement

1. The Airport hereby grants unto the said Tenant, for a period of one year, beginning October 1, 2018 and ending September 30, 2019, the right to conduct air carrier services, as previously described, at the Killeen-Fort Hood Regional Airport.
2. If Tenant is not in default of the terms hereunder, the term of the Lease Agreement shall automatically extend for one (1) additional year unless Tenant gives Airport notice of its option not to extend at least sixty (60) days prior to the expiration of the initial term or corresponding successive term, as applicable.
3. No change
4. As consideration for this Lease, Tenant promises to pay to the Airport, at the office of the City of Killeen Finance Department in Killeen, Bell County, Texas, the rents and fees prescribed in ARTICLE VI and Exhibit "E". The basic rents and fees prescribed in ARTICLE VI, Paragraph 1, are payable without demand in monthly installments in advance on or before first day of each and every month during the term of this lease. Variable charges will be due and payable as prescribed in ARTICLE VI, Paragraph 2. During the term of the lease agreement, the Airport's Executive Director of Aviation or his/her designated representative may notify Tenant in writing of other methods of payment and other locations to which required payments may be made.

ARTICLE VI
Rentals, Fees, and Accounting Records

1. Tenant shall pay to the Airport \$3,929.03 per month for the Basic Rents and Fees as described in Exhibit "E". Basic Rents and Fees include Leased Premises rentals, minimum passenger screening/departure area rent, minimum baggage claim area rent, and public address system use fee.
2. No change
3. No change
4. No change

ARTICLE XI
General Provisions

1. No change
2. No change
3. No change
4. No change

- 5. No change
- 6. No change
- 7. No change
- 8. No change
- 9. No change
- 10. No change

11. This agreement is governed by the laws of the State of Texas, and venue shall be in Bell County.

12. Tenant hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this lease agreement. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXHIBIT "E"
Rents and Fees Schedule

Replace Exhibit "E" (Addendum No. 2) with new Exhibit "E" (Addendum No. 4)

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2018.

ATTEST:

CITY OF KILLEEN:

Lucy Aldrich
City Secretary

Ronald L. Olson
City Manager

ATTEST:

UNITED AIRLINES, INC.

Name
Title

Peter Froehlich
Managing Director, Airport Affairs
Corporate Real Estate

EXHIBIT "E"
Rents and Fees Schedule

City of Killeen and United Airlines, Inc.
Rents and Fees Schedule

BASIC RENT and FEES

Rooms C106, C107, C108, and C131 (office space, ticketing area, outbound baggage room and rest room)

1,173 sq. ft. @ \$2.11 per sq. ft. per month	\$2,475.03
Passenger screening / hold area	\$1.02 per enplaned passenger, minimum \$1,224.00 per month
Baggage Claim Area	\$0.15 per deplaned passenger minimum \$180.00 per month
Public Address System use fee	\$50.00 per month
TOTAL MINIMUM RENT AND FEES	\$3,929.03 per month

USER FEES

Landing Fees	\$0.84 per 1,000 lbs. (FAA certified maximum landing weight)
--------------	---

SUNDRY CHARGES

Additional concurrent gate/boarding bridge use (Basic rents include use of one gate/boarding bridge)	\$50.00 per use plus \$50 per day after 12 hours
Employee credentials*	\$ 7.00 per month per employee
Replacement of lost credentials or keys *	\$50.00 each
Hourly overtime rate (To keep terminal building open beyond published hours)	\$55.00 per hour
Light bulb replacement*	\$10.00 each
External Antenna or Dish	\$33.00 per month
Flexible use equipment*	\$ 5.00 per scheduled departing flight \$ 5.00 per unscheduled departing flight
Telephone Service*	
Local Service	\$23.50 per line per month***
Voice mail	\$ 4.25 per line per month
Phone rental	\$ 6.00 per phone per month
Maintenance fee	\$15.50 per line per month
Internet access via T-1*	\$64.00 per connection per month*
* Subject to annual review	
** Group includes 2 computers and associated printers	
*** Plus applicable federal / state taxes and surcharges	

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.

American Airlines
 Ft. Worth TX, TX United States

Certificate Number:
 2018-399751

Date Filed:
 09/04/2018

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

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.

Lease Agreement 2018
 Lease of space at Killeen Airport

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	American Airlines	Ft. Worth, TX United States	X	

5 Check only if there is NO Interested Party.

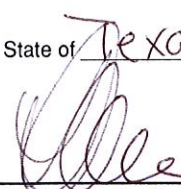
6 UNSWORN DECLARATION

My name is Larin Carr, and my date of birth is 10/26/1967.

My address is 4333 Amon Carter Blvd 5317, Ft. Worth, TX, 76155.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 7th day of September, 2018.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



AIRLINE LEASE EXTENSIONS

RS-18-086

September 18, 2018

Airline Lease Extension

2

- Lease agreements with American and United Airlines at KFHRA

- Term expires September 30, 2018

- One year term beginning October 1, 2018
 - ▣ Option for additional one-year extension

Airline Lease Extension

3

- Alternatives Considered
 1. Extend leases with existing airlines
 2. Do not extend leases with existing airlines

- Staff recommends alternative 1
 - ▣ Staff negotiated fees and rates which are fair and competitive
 - ▣ Airlines provide valuable service to community

Recommendation

4

- City Council approve the lease extensions with American and United Airlines and authorize the City Manager or designee to execute same as well as all addendums and lease actions to the agreement, including termination, to the extent allowed by state and local law