



City of Killeen

Agenda

City Council Workshop

Tuesday, September 18, 2018

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

IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

Items for Discussion at Workshop

1. [DS-18-079](#) Discuss Agenda Items for the Regular Meeting of September 25, 2018
2. [DS-18-080](#) City Manager Updates
· 2008 Annexation
Attachments: [Memorandum](#)
[Resolution 06-125R](#)
[Ordinance 08-006](#)
[Ordinance 08-104](#)
3. [DS-18-081](#) Discuss and receive legal advice from the City Attorney regarding the city's legal rights and obligations regarding Bell County Municipal Utility District (MUD) #2

Items for Regular City Council Meeting of September 25, 2018

Minutes

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

Resolutions

6. [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](#)

7. [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 Interested Parties](#)
[Presentation](#)
8. [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](#)
9. [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](#)
10. [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 14, 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.

- *Greater Killeen Chamber Annual Banquet, September 20, 2018, 6:00 p.m. Killeen Civic & Conference Center*
- *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*

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City of Killeen

Legislation Details

File #: DS-18-079 **Version:** 1 **Name:** Discuss Agenda Items
Type: Discussion Items **Status:** Discussion Items
File created: 8/29/2018 **In control:** City Council Workshop
On agenda: 9/18/2018 **Final action:**
Title: Discuss Agenda Items for the Regular Meeting of September 25, 2018
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-18-080 **Version:** 1 **Name:** City Manager Updates
Type: Discussion Items **Status:** Discussion Items
File created: 8/20/2018 **In control:** City Council Workshop
On agenda: 9/18/2018 **Final action:**
Title: City Manager Updates
· 2008 Annexation
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments: [Memorandum](#)
[Resolution 06-125R](#)
[Ordinance 08-006](#)
[Ordinance 08-104](#)

Date	Ver.	Action By	Action	Result
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MEMORANDUM

TO: CITY COUNCIL
FROM: RON OLSON, CITY MANAGER
SUBJECT: 2008 STAGECOACH ANNEXATION AREA
DATE: 9/13/2018

This memorandum serves to provide background information regarding the 2008 Stagecoach Annexation area. The following City Council actions (see resolution/ordinances detailed below) facilitated the annexation of the 1,300 acre area referenced as the Stagecoach Annexation (aka the donut hole):

- **Resolution No. 06-125R** - This document is a service plan that was approved by the City Council on June 27, 2006 for the January 2008 annexation. It includes correspondence (cover memo) from the City Attorney's office to the citizens committee. Please note that the service plan calls for a land use plan (LUP) under section 6. Land Use Management. This was completed per Ordinance No. 08-104 (see attached).
- **Ordinance No. 08-006** - This document is the annexation ordinance (including the service plan) for the area previously known as the donut hole. The ordinance took effect on January 28, 2008.
- **Ordinance No. 08-104** - This ordinance approved the initial land use plan (LUP) that was completed by the Planning staff. The Comprehensive Plan superseded the donut hole LUP.

The effective term of the service plan was for a ten year period which commenced on January 28, 2008. The service plan has since expired and the City is providing services as detailed and contemplated in the afore-mentioned service plan. Specifically, the service plan allowed for tax based services and rate based services. Tax based services are those services provided by tax revenues such as Police and Fire protection as well as road maintenance. Rate based services are those services which citizens acquire by paying a fee; such as water, sanitary sewer and solid waste service.

Tax based services

Police and Fire protection (i.e. public safety) are being met in accordance with the annexation service plan. Police protection services include, but are not limited to, normal patrols and responses, handling of complaints and incident reports. Fire protection services include, but are not limited to, fire suppression and rescue, emergency medical services, hazardous materials mitigation and regulation.

The City essentially stepped into the shoes of Bell County and assumed the maintenance of all publicly dedicated and accepted roads located within the Stagecoach Annexation area. All publicly dedicated and accepted roads are part of a preventative maintenance schedule and improvements are made as needed. Preventative maintenance projects are prioritized on a City wide basis and scheduled based on a variety of factors including surface condition riding comfort, age, traffic volume functional classification and available funding. As a result of the annexation, Stagecoach Road was prioritized and substantial improvements were made to this right-of-way as part of a City Council approved CIP project.

Rate based services

Solid waste services are being provided in the Stagecoach Road annexation area. Over the last several years, multiple projects have been completed in this area to expand water and sanitary sewer availability. This work includes the septic tank elimination program (STEP) 9 in Tanglewood Estates, the Stagecoach Road (force main)-to-Featherline Road (gravity main) sanitary sewer extension and the Onion Road transmission water line.

The City of Killeen strives to provide comparable levels of service in all areas of the City allowing for differences in population density land use and topography. The population density of the annexation area is low compared to other areas of the city. The City shall continue to evaluate and identify CIP projects in this area and provide the appropriate level of services for our citizens.



received
8-23-06

CITY OF KILLEEN
OFFICE OF THE CITY ATTORNEY

August 22, 2006

Mr. Bill King
186 Lonely Oaks
Killeen, Texas 76542

Mr. Ben Wickersham
810 Llewellyn Lane
Killeen, Texas 76542

Mr. Ross Caviness
1075 Llewellyn Lane
Killeen, Texas 76542

Mr. Don Clay
3739 E. Stagecoach
Killeen, Texas 76542

Mr. Ray Boland
6509 Wagon Wheel
Killeen, Texas 76542

Dear Committee Members:

First, thank you all for your hard work and cooperation as we worked toward writing an acceptable Service Plan and Pre-Annexation Agreement. Enclosed, please find a copy of the Pre-Annexation Agreement, which has been completely executed. It also contains a copy of the Service Plan as an exhibit. There are two originals—one will be kept by the City Secretary and one has been provided to Mr. King, as he was designated as your spokesman in our first meeting in January.

It was a pleasure working with each of you in this endeavor. If there is anything I can do for any of you, please let me know.

Sincerely,

Kathryn H. Davis
City Attorney

Cc: Connie Green
Don Christian
Rana Lacer

~~Tom Damm~~

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (this "Agreement") is entered into by and between the City of Killeen, Texas ("City") and the Negotiating Committee ("Committee");

RECITALS

WHEREAS, in January of 2004, the City amended its annexation plan to include the property described in Exhibit A, which is scheduled to be annexed in 2008;

WHEREAS, pursuant to Texas Local Government Code sec. 43.0562(b), the Bell County Commissioners Court appointed Bill King, Don Clay, Ben Wickersham, Ray Boland and Ross Cavness (the "committee") to represent the interests of the residents of the area included in Exhibit A;

WHEREAS, the City and Committee negotiated in good faith the terms of the Annexation Service Plan, which was adopted by the City Council on June 27, 2006;

WHEREAS, the Committee desired that several aspects of the Annexation Service Plan be in effect for longer than the ten years mandated by Texas Local Government Code sec. 43.056(I);

WHEREAS, the City has agreed for the items in this agreement to be in effect for fifteen years, in exchange for the Committee's agreement not to request arbitration of the Annexation Service Plan under sec. 43.0564 of the Texas Local Government Code;

WHEREAS, the Committee and the City acknowledge that this Agreement between them is binding upon them and their respective successors and assigns for the term of the Agreement; and

WHEREAS, both the City and Owners agree that entering into this Agreement addresses the goals and objectives of both parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Recitals. The "Recitals" set forth in this Agreement are true and correct and form the basis upon which the parties have entered into this Agreement and are incorporated as part of this Agreement for all purposes.

Section 2. Services. Services shall be provided to the annexation area in accordance with the Service Plan attached hereto as Exhibit B.

Section 3. Sewer Connection. If an Owner's septic tank becomes inoperable, Owner may choose the most economical option to either tie into the City's sewer system, if available, or to repair/replace the septic system. The City will not impose any requirements or restrictions on a

resident's ability to install a septic system, other than those that may be required by either current or future state law.

Section 4. *Reconstruction of Streets.* The city is already contracting for the design and has appropriated funds to initiate the improvement of Trimmier Road. This improvement will include a sidewalk on at least one side of the road. The City will include Stagecoach and Onion Roads for improvement in the next bond program. This improvement will include a sidewalk on at least one side the length of the roads. If, during the life of this agreement, the City undertakes the reconstruction of Trimmier, Onion or Stagecoach Roads, the City will install sidewalks on at least one side of the street at the time and location of reconstruction.

Section 5. *Maintenance of Roads.* Public roads and streets in the annexation area will be included in the City's preventative maintenance program. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, riding comfort, age, traffic volume, functional classification, and available funding. The Streets (Traffic) Division will also provide regulatory traffic signage. Residents in the Annexation Area have requested that, upon annexation, the City consider the reconstruction of Onion, Stagecoach and Trimmier Roads. The City is already contracting for the design and has appropriated funds to initiate the improvement of Trimmier Road. In addition, the City will include Stagecoach Road and Onion Road in the list of streets to be prioritized for improvement in the next bond program.

Section 6. *Legal Non-Conforming Land Uses.* Legal, non-conforming land uses in existence on the date of annexation may continue for the life of this agreement, provided the parameters in section 6 of the "Tax Based Services" section in the Annexation Service Agreement are followed. A landowner may document a legal, non-conforming land use through a Certificate of Occupancy inspection by the City of Killeen Building and Inspections Department, and the fee for such inspection will be waived.

Section 7. *Severability.* Invalidation of any provision of this Agreement, other than agreement to waive arbitration by the Committee, by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect, unless such remaining provisions are an integral part of the invalid provisions or the invalid provision is necessary to give effect to the remaining provisions. However, if the Committee elects to enforce its right to arbitrate under sec. 43.0564 of the Local Government Code, or a judgment or court order invalidates the Committee's agreement to waive arbitration, it shall be deemed a failure of consideration and this agreement will become null and void immediately upon such action.

Section 8. *Enforcement.* This Agreement may be enforced by either the Committee or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 9. *Applicable Law.* No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein.

Section 10. *Venue.* Venue for this Agreement shall be in Bell County, Texas.

Section 11. *Execution.* This Agreement will be executed in multiple originals, and upon execution, shall constitute one and the same instrument. This agreement shall be effective if executed by at least three of the five Committee members.

Section 12. *Amendment.* This Agreement may only be amended in writing upon mutual consent of the City and a majority of the property owners or successor to any property owner listed in Exhibit A .

Section 13. *Term of Agreement.* The term of this Agreement shall be fifteen years (15 years) from its effective date.

Section 14. *Effective Date.* This Agreement is effective on August 17, 2006.

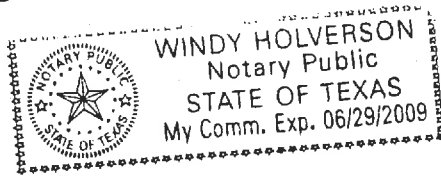
The City of Killeen, Texas

By: Connie Green
Connie Green, City Manager **KMD**

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 17th day of August, 2006 by Connie Green, City Manager, on behalf of the City of Killeen, Texas.



Windy Holverson
Notary Public, State of Texas

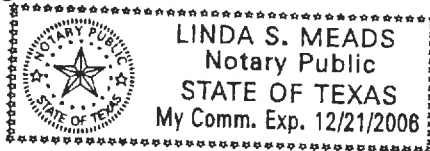
Negotiating Committee

By: Bill King
Bill King

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 15th day of August, 2006, by Bill King, Negotiating Committee member.



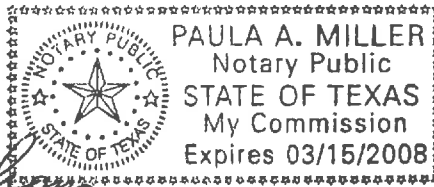
Linda S Meads
Notary Public, State of Texas

By: Don Clay
Don Clay

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 15th day of August, 2006 by Don Clay, Negotiating Committee Member.



Paula A Miller
Notary Public, State of Texas

By: Ben Wickersham
Ben Wickersham

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 10th day of August, 2006 by Ben Wickersham, Negotiating Committee Member.



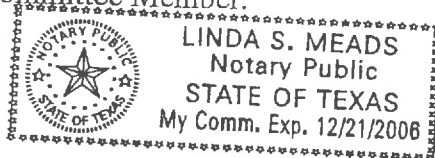
Linda S. Meads
Notary Public, State of Texas

By: Raymond A Boland
Ray Boland

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 15th day of August, 2006 by Ray Boland, Negotiating Committee Member.



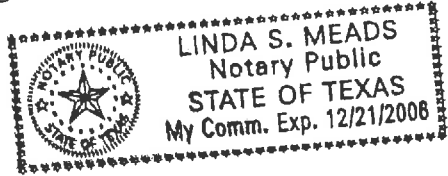
Linda S. Meads
Notary Public, State of Texas

By: *Ross Cavness*
Ross Cavness

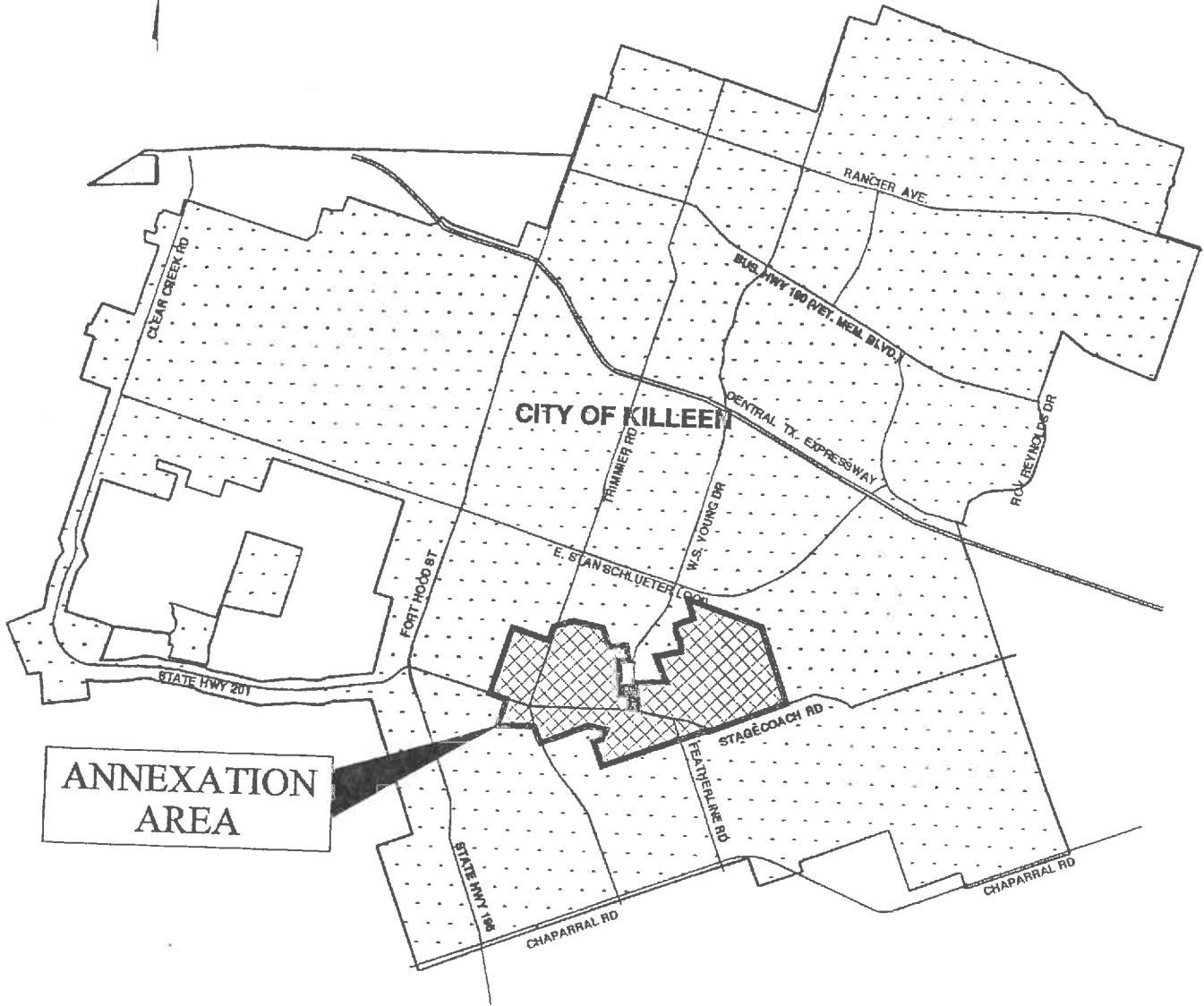
THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 14th day of August, 2006 by Ross Cavness, Negotiating Committee Member.



Linda S. Meads
Notary Public, State of Texas

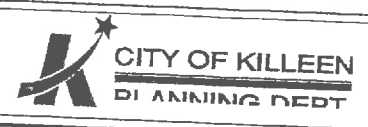


**ANNEXATION
AREA**

EXHIBIT A

DATE: 11/18/05

STAGECOACH REGION ANNEXATION



January 2008

Annexation Service Plan

INTRODUCTION

This Service Plan ("Plan") is made by the City of Killeen ("City") pursuant to Chapter 43 of the Texas Local Government Code. The Plan relates to the annexation to the City of approximately 1300 acres, which the City of Killeen intends to annex on or about January 11, 2008, the third anniversary of the amendment of Annexation Plan 2005 ("annexation area"). This acreage is located in the Robert Cunningham Survey, Abstract 963, and the Azra Webb Survey, Abstract 857, Bell County, Texas. It is generally described as the unincorporated area to the north and the south of Stagecoach Road and extending from approximately Cunningham Road on the east to the west boundary of the Stagecoach Road/Wagon Wheel Subdivisions on Stagecoach Road. This annexation will extend the district boundaries of Districts 3 and 4 to the south. A graphic depiction of the area to be annexed is attached at Exhibit A.

This plan is divided into two main parts; tax based services and rate based services. Tax based services are those services that are financed by tax revenues; such as police and fire protection. Rate based services are those services which citizens acquire by paying a fee; such as water, sanitary sewer and solid waste pick-up. The cost of rate based services is directly related to the cost of providing the service.

EFFECTIVE TERM

This Plan shall be in effect for a ten year period commencing on the effective date of the annexation, unless otherwise stated in the Plan. The Plan represents the concept the City of Killeen will use to initially deliver services. It is subject to modification and its change and renewal shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council which refers to this Plan and specifically renews this Plan for a stated period of time. The City reserves the right guaranteed to it by Section 43.056 (h) Local Government Code, to amend this Plan if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government, or other Texas laws to make this Plan unworkable, obsolete or unlawful. The amended Service Plan must provide for services that are comparable to or better than those established in the Service Plan before amendment. Before any amendment is adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the Texas Local Government Code.

TAX BASED SERVICE COMPONENTS

1. Public Safety:

- a. Police Protection – The Killeen Police Department (KPD) will provide protection and law enforcement services in the annexation area, commencing on the effective date of annexation.

These Services include:

EXHIBIT B

January 2008

- normal patrols and responses;
- handling of complaints and incident reports;
- special units, such as traffic enforcement, criminal investigations, narcotics and gang suppression, and special weapons tactics team.
- Community programs, such as Neighborhood Watches, Citizen Police Academy, Killeen Citizens on Patrol (KCOP) and Community Forums.
- Animal control services
- Code Enforcement services

The City of Killeen will add at least four additional full-time police officers, required vehicles and other necessary equipment. These officers will be added in either the year prior to annexation or within one year after annexation. The annexation area will be incorporated into the Police Department routine patrol schedule upon the effective date of annexation and will receive the same level of patrol service as well as emergency response as other areas of the City.

The City of Killeen will add at least one additional Code Enforcement Officer, a support vehicle and necessary additional equipment. This position will be added either the year prior to annexation or within one year after the effective date of annexation. The Annexation area will be incorporated into the code enforcement routine patrol schedule and the response to specific code enforcement requests will be equal to other areas of the City.

The City of Killeen will add at least one additional Animal Control Officer, vehicle and necessary equipment. This position will be added either the year prior to annexation or within one year after the effective date of annexation. The Annexation area will be incorporated into the code enforcement routine patrol schedule and the response to specific code enforcement requests will be equal to other areas of the City.

b. Fire Protection – The Killeen Fire Department (KFD) will provide fire protection and prevention services in the annexation area, commencing on the effective date of the annexation. These services include:

- fire suppression and rescue;
- emergency medical services;
- hazardous materials mitigation and regulation;
- emergency prevention and public education services;
- construction plan review;
- inspections;
- emergency management planning;

These services are provided on a City – wide basis and Killeen Fire Department will provide fire protection and prevention services to the annexation area with the same level of service being provided to other comparable areas of the City. Currently, fire protection services and emergency medical service are provided to the annexation area through an interlocal agreement with Bell County. This service is provided from Fire Station No. 6 located on Elms Road. Fire Station No. 5, which is located on Jasper Road and Fire Station No. 3 on Twin Creek Road provides back-up

January 2008

support to Fire Station No. 6. The interlocal agreement provides for water tank trucks and this provision will be retained until no longer needed.

The City of Killeen will add at least six additional fire protection personnel either the year prior to annexation or within one year of the effective date of annexation. Additionally, the City of Killeen will place its next Fire Station in the vicinity of Stagecoach Road. This station will be equipped with all necessary fire and emergency medical response equipment.

2. Maintenance of Roads, Streets, and Lighting

The Street Division, Public Works Department will maintain public streets over which the City has jurisdiction. These services include:

- emergency pavement repair;
- ice and snow monitoring of major thoroughfares;
- repair maintenance of public streets on an as-needed basis;
- street lighting (ONCOR/TXU);
- right-of-way maintenance.

Public roads and streets in the annexation area will be included in the City's preventative maintenance program. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, riding comfort, age, traffic volume, functional classification, and available funding. The Streets (Traffic) Division will also provide regulatory traffic signage. Residents in the Annexation Area have requested that, upon annexation, the City consider the reconstruction of Onion, Stagecoach and Trimmier Roads. The City is already contracting for the design and has appropriated funds to initiate the improvement of Trimmier Road. In addition, the City will include Stagecoach Road and Onion Road in the list of streets to be prioritized for improvement in the next bond program.

The City only reconstructs streets when the normal street maintenance service will no longer sustain the street surface and reconstruction is determined to be necessary in the interest of public safety. When it is time to reconstruct the above-named streets, the City will add sidewalks on at least one side of the street at that time, as long as the City is the entity undertaking the reconstruction. However, if the residents in either the annexation area or any other section of the City desire to locally upgrade acceptable infrastructure to a higher locally desirable standard, the City can agree to employ the public improvement district provisions of the Local Government Code to provide this service. This process can be used to reconstruct streets and install curbs, gutters, a two-person sidewalk on both sides of the street and add bike lanes on designated streets. There are specific requirements for the filing of a petition for creation of such districts that include specific landowner participation requirements. A petition is required to be signed by the owners who represent more than 50% of the taxable value of the property in the proposed district as well as the record owners who constitute more than 50% of all of the owners. A public improvement district shall apportion the costs of the improvements to be recovered in an assessment against property in a district. Those landowners receiving the special benefits that inspired the creation of the improvement district are assessed the costs for those improvements.

January 2008

All signage shall be replaced with City of Killeen signage as soon as possible. The City's goal will be to accomplish this task within six (6) months of the effective date of the annexation.

Engineering studies to determine if traffic control devices are warranted will be conducted as needed, in conjunction with growth and increased traffic volumes. The requirement for the study and how it is conducted is determined by the Texas Manual on Uniform Traffic Control Devices. Within one (1) year of the effective date of the annexation, the City shall conduct traffic signal warrant studies at the intersection of Stagecoach and Trimmier Roads. Additional warrant studies will be performed at other intersections that appear to have a need for traffic control devices.

Anticipated future development within the annexation area will generate the requirement to construct streets in compliance with the City of Killeen development standards and requirements published in the Killeen Code of Ordinances and Public Works Department practices, as may be amended. The City of Killeen Thoroughfare Plan includes programmed collector and arterial streets to provide connectivity between the annexation area and the transportation network. Street lighting is routinely installed at intersections and will be installed at intersections in the Annexation Area. Street lighting is installed and maintained by Oncor/TXU. Within one month of the effective date of annexation, the City will request that Oncor/TXU install street lighting in the annexation area. That request will include the ten intersections along Stagecoach Road, Featherline, and Briarcroft Roads as proposed by the negotiating committee. After the street lights are installed the City will be responsible for the monthly energy cost.

3. Maintenance of Parks and Recreation Facilities

The City of Killeen is not aware of the existence of any public parks, play grounds, or recreational facilities in the annexation area. In the event any such public facilities do exist, the City of Killeen will maintain such areas to the same extent that it maintains similar recreational facilities located in other areas of the City. As the annexation area is developed current master plans for parks and recreational facilities will be reviewed and amended as appropriate to accommodate future growth and provide the same level of service as is provided in other areas of the city of comparable population density, land use and topography.

The City of Killeen has a Parks Master Plan, which sets the direction for all future park development. All areas, including newly annexed areas of town, will be included in this document to be considered for future park development. Additionally, the City policy is to enter into interlocal agreements with the Killeen Independent School District to provide joint use of any recreational facility that has been funded with public resources.

Already recognized as one of the premier youth sporting facilities in Texas, Lions Club Park will soon serve the recreational needs of a much broader population with the development of a Family Recreation Center and Senior Citizens Center Complex. Currently in the design phase, this facility will soon become the "Hub" for recreational services in Killeen. Some of the amenities within this facility include a double gymnasium, a fitness center, an indoor walking and jogging track, game rooms, arts and crafts rooms, exercise rooms, kitchen and dining facilities, a multi-purpose room and much more. The facility is scheduled to open in the fall of 2007.

January 2008

Recreational facilities and area amenities that are privately owned, maintained or operated will be unaffected by an annexation.

4. Maintenance of Publicly Owned Facilities or Buildings

The City of Killeen is not aware of the existence of any publicly owned facilities or buildings now located in the area proposed for annexation. In the event any such publicly owned facilities or buildings do exist, the City of Killeen will maintain such areas to the same extent and degree that it maintains other publicly owned facilities or buildings located in the City. Any such facilities developed in the future for dedication to and maintenance by the City will be constructed to City standards and maintained by the developer/builder for the required warranty period. Subsequent to the warranty period, the City of Killeen will maintain such facilities to the same extent and degree that it maintains other publicly owned facilities or buildings, located in other areas of the City.

5. Inspection Services

The City of Killeen and its Building and Inspections Department will provide inspection services to include building, electrical, plumbing, etc. The City of Killeen will add at least one additional full time Building Inspector, a support vehicle and necessary additional equipment. This position will be added either the year prior to annexation or within one year after the effective date of annexation. The Annexation area will be incorporated into the full range of building inspection services and will receive the response to specific inspection requests as other areas of the City.

6. Land Use Management

The City of Killeen Code of Ordinances mandates that all property annexed into the City be initially zoned Agriculture (A). This is the most restrictive zoning district contained in the Killeen Code of Ordinances Chapter 31, and will permit single family homes, livestock and the rural type of uses normally seen in agriculture areas. Furthermore, the City's current animal control ordinance provides protections for 4-H activities.

The City Planning and Zoning Commission will initiate a land use study of the Annexation Area. Within twelve months of the effective date of the annexation, a recommendation for more specific zoning of tracts and lots will be submitted to the City Council for consideration. Citizens owning property in the annexation area will be contacted and asked to present their desires for the zoning of their property in public hearing. This rezoning process will be conducted in strict compliance with notification and due process requirements of the Local Government Code and City of Killeen Code of Ordinances. During this process, newly annexed citizens owning property in the annexation area will be contacted and invited to public hearings to present their desires for the zoning of their property. In addition to determining the initial zoning, the City of Killeen will, based upon the pre-annexation request of the newly annexed residents, also complete a land use plan that will support the initial zoning and provide additional protection by assuring that future zonings will be consistent with the land use plan. Subsequent changes to zonings and land use plans can be initiated by the property owner. Such changes require formal application, justification based on changes in surrounding neighborhood conditions and public notifications and hearings before the Planning and Zoning Commission and the City Council.

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The lawful use of land or of a building existing upon the effective date of annexation may be continued at least through the term of this service plan and any extensions, and cannot be terminated by the City even if such use does not conform to the provisions of the City of Killeen Zoning Ordinance. The following provisions will be applied:

1. The use may be extended throughout such portions of the building as are arranged or designed for such use, provided no structural alterations are made therein, except for changes needed to maintain the structural or aesthetic integrity of the structure (such as new roof or air conditioning unit, or the replacement of wear items such as carpet, etc.).
2. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification.
3. If a nonconforming building is voluntarily removed by the resident, the future use of such premises shall be in conformity with the provisions of the zoning ordinance. If the building is destroyed through fire or act of nature, the structure may be rebuilt in substantially the same form as existed before, and the non-conforming use may be continued.
4. In the event a nonconforming use of any building or premises is discontinued for a period of one (1) year, the use of the same shall thereafter conform to the provisions of the district in which it is located.
5. A nonconforming use, if changed to a conforming use or a more restricted nonconforming use, for a period of greater than one (1) year may not thereafter be changed back to a less restricted use than that to which it was changed.

The nonconforming use provisions of the Killeen Code of Ordinances are intended to provide a self cleansing process. However, the timing of when the conversion from nonconforming to conforming occurs is totally at the discretion of the resident. The owner should request a non-conforming Certificate of Occupancy inspection from the Building and Inspections Department to document the existence of a non-conforming land use. The fee for this inspection will be waived.

7. Other Services

The City of Killeen will provide other City Services to the annexation area, such as library, municipal court and general administration services at the same level of service now being provided to other areas of the City with similar population density, land use and topography. The requirement to register and license unneutered dogs and cats will be waived until the 1-year anniversary of the date of annexation. City Limit signs to encompass the new boundaries of the City as a result of the annexation will be installed within ninety (90) days of the effective date of the annexation. The City's authority to abate nuisances (fireworks, etc.) within five thousand (5000) feet of its boundary will provide protection to the annexation area.

RATE BASED SERVICE COMPONENTS

1. Solid Waste Services

Solid Waste services provided by the City of Killeen's Solid Waste Services Department are available immediately upon annexation. Residents and commercial activities must acquire an

the services are available to other parts of city
↓
drainage projects are prioritized + included in next PLA

Capital Improvement Program

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account. The normally required deposits will be waived for the annexation area. The solid waste collection and disposal services provided to the annexation area, will be equal to the service being provided to other areas of the City. The City of Killeen has a pay-as-you-throw policy. The rate a customer pays is based on the size of container the customer desires and individual special services the customer may request. If a customer requests a 96-gallon cart, it will be provided and the customer will be billed the prevailing in-city residential rate for servicing that cart. The City of Killeen has a fixed route schedule for those services provided in accordance with Chapter 24. The customers in the Annexation Area will be incorporated into that schedule, The City does not have a city-wide curbside recycling program in effect. The City is currently conducting a test in selected areas of the City to determine if such a program is economically feasible within a reasonable rate structure. If this test is successful and the program is determined to be feasible, the program will be expanded to include the entire City. In this event, the Annexation Area will be included in the program along with the rest of the City. All services will be available to the residents of the annexation area subject to the same conditions, fees, and restrictions imposed on other residents of the City. Commercial business will be provided with a commercial container, which is available in a variety of sizes and frequencies of collection, based on the waste type and volume generated. The Transfer Station and all its services will be available to the residents of the annexation area subject to the same conditions, fees, and restrictions imposed on other residents of the City.

Solid Waste services provided to residential and commercial customers include:

- garbage collection – in accordance with City of Killeen “pay-as-you-throw” guidelines and Chapter 24 of the Killeen Code of Ordinances;
- recycling – access to City of Killeen Recycling Center and inclusion in any future curbside recycling collection services;
- yard waste and brush collection;
- special collection services;
- commercial service is provided on subscription basis from the City.

For the first two years after the effective date of the annexation, residents and commercial businesses in the Annexation Area have the option of continuing with a private solid waste collection service. Those residents and businesses wishing to maintain their private solid waste collection service shall call the City at (254)-501-7785 and notify the City that they will continue with their private solid waste collection service. During the period of time that a resident or business in the Annexation Area utilizes a private solid waste collection service, the City of Killeen will not charge that resident for solid waste collection.

2. Maintenance of Water and Wastewater Services

The City of Killeen strives to provide comparable levels of service in all areas of the City, allowing for differences in population density, land use, and topography. In the annexation area the population density is low compared to other areas of the city.

The topography of the annexed area places it in the Stillhouse Hollow Lake drainage basin. Municipalities are restricted from introducing treatment plant effluent into Stillhouse Hollow Lake. The City's Water and Waste Water Master Plan contains several major projects scheduled over the

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next three years to provide rate-based water and sanitary sewer municipal service to the annexed area. The water projects include the West Stagecoach Road Waterline, Trimmier Road Waterline, South Loop Waterline Phase I, Onion Road Waterline, East Stagecoach Road Waterline, Southeast Loop Waterline. The sanitary sewer projects include Highway 195 Wastewater Improvements, Lift Station #20 and Force Main, and Trimmier Creek Interceptor Phase III.

a. **Water Utilities** – It is the intention of the City of Killeen to provide water utility services to the annexation area in an expedient and orderly manner. This plan provides continued quality service while minimizing the utility rate impact to both the newly acquired citizens as well as the existing customers of the City's utility system.

Under this service plan concept, existing customers of the investor – owned West Bell Water Supply Corporation would initially remain West Bell customers pursuant to § 402.101 Texas Local Government Code. Thus, the annexation area will continue to receive equivalent service as they are now receiving. This service is comparable to other comparable areas of the City.

The City will request joint jurisdiction of West Bell Certificate of Convenience and Necessity (CCN) area. As with previous annexations, the City of Killeen will purchase existing West Bell water utility infrastructure/construct parallel infrastructure in the annexation area at a rate consistent with the City of Killeen Water Master Plan (as may be amended), the most recent amendment approved by the City of Killeen City Council on March 2004. As West Bell CCN area is acquired, West Bell purchased infrastructure or new parallel infrastructure constructed by the City will be inter-connected to the City's existing water system with a corresponding transfer of customers into the City's then existing rate structure. Existing water wells in the Annexation Area may be retained and used by the resident; however, if the resident connects to a public water system for potable water, the well water system must be disconnected to assure that water from the two systems cannot be mixed. By following this structured process, the Annexation Area will continue to receive water service that is at least equivalent to the service that they are now receiving.

b. The City of Killeen, in cooperation with Water Control and Improvement District #1, is in the process of planning, permitting and construction of a new wastewater treatment plant that is scheduled for completion in Fall 2006. The projects identified above are scheduled for completion prior to the opening of this new plant. These water and sewer service projects and time frames have been identified in the City of Killeen Water and Wastewater Master Plan approved (as may be amended).

The City of Killeen is in the process of constructing new water and sewer projects identified in the Water and Wastewater Master Plan to support the new Water Control and Improvement District #1 Wastewater Treatment Plant that is scheduled for completion in Fall 2006. The projects will be completed prior to the opening of this new plant. These water and sewer service projects and time frames have been identified in the City of Killeen Water and Wastewater Master Plan approved (as may be amended). The Master Plan sewer infrastructure is designed by consultant engineering firms to service specific sewer basins. This infrastructure that consists of sewer inceptor lines and lift stations to transport wastewater to a treatment plant is the skeletal structure of the complete sewer collection system and is the only component of the collection system funded by the City of

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Killeen with water and sewer capital improvement bonds. Property owners desiring to connect to the City's infrastructure are required to connect to the system and extend the infrastructure to their property. The City's utility extension policy was codified in 1995 and has been in effect throughout the City since that date. As sewer collection mains are extended, the City requires newly developed properties within 1,000 feet of the line to tie into the City's sewer system. Existing properties currently on septic tank can retain their septic tank for its usable life and not pay a fee. If the septic tank becomes inoperable, the resident may choose the most economical option to either tie into the City's sewer system or to repair/replace the septic system. The City will not impose any requirements or restrictions on a resident's ability to install a septic system. The Bell County Health Department is the entity that controls installation, maintenance and repair of septic systems within Bell County.

Additionally, the City of Killeen has a Septic Tank Elimination Program that seeks to extend sewer collection service to areas with on-site wastewater treatment facilities. The City will initially budget \$100,000 to fund the Septic Tank Elimination Fund for the Annexation Area. Citizens must make application for the program and projects that will accommodate multiple property owners generally score higher in the project rating process. An applicant must usually be a resident of Killeen for five years before applying for this program. However, this requirement will be waived for residents of this Annexation Area and the City will create a separate Septic Tank Elimination Program and fund for residents of this Annexation Area and the area annexed in May 2005, and residents of the Annexation Areas will be immediately eligible for this program as of the effective date of the annexation.

Individual residents in the Annexation Area can choose to extend either a water or sewer line to meet their individual needs as a pro rata extension. Under this process the resident will incur the initial cost for the extension; however, if any other resident elects at a later date to tie onto the extended line, that resident will be required to pay a pro rata cost.

An additional possibility open to the Annexation area is for the residents in the annexation area to request the creation of a public improvement district. Such districts are established to fund improvements that confer a special benefit to a definable portion of a municipality. Some of the types of public improvements for which a district may be created include acquiring, constructing, improving, widening, streets and sidewalks; and, the construction or improvement of water, wastewater, or drainage facilities or improvements. There are specific requirements for the filing of a petition for creation of such districts that include specific landowner participation requirements. A petition is required to be signed by the owners who represent more than 50% of the taxable value of the property in the proposed district as well as the record owners who constitute more than 50% of all of the owners. A public improvement district shall apportion the costs of the improvements to be recovered in an assessment against property in a district. Those landowners receiving the special benefits that inspired the creation of the improvement district are assessed the costs for those improvements.

Water and wastewater service availability is defined as the specific projects in the schedule provided for in the City of Killeen Water and Wastewater Master Plan. Developers of property in the annexation area will be required to extend necessary utilities to support their development in accordance with the Killeen Code of Ordinances and Public Works Department practices, as may

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be amended.

c. Drainage Services

The City of Killeen adopted a comprehensive Drainage Master Plan on September 13, 2005, that provides a process to evaluate existing drainage problems and to prioritize drainage system improvement projects. As problems are identified in the newly annexed area, such as the three areas along Onion Road subject to flooding, data will be collected to rank and prioritize potential projects. Projects that have life and safety issues will obviously rank at the top of the list. Drainage problems that are the result of drainage infrastructure inadequacies will be included in the Capital Improvements Program (CIP). Drainage problems included in the CIP require engineered solutions. Storm drains may or may not be an adequate solution. Routine drainage maintenance concerns (e.g., clearing of debris that may cause flooding from storm drains; repair of failed or failing drainage infrastructure; abatement of illegal or illicit storm drainage discharges) in the newly annexed area will be assessed and remedial actions will be performed on a priority-driven basis. The City of Killeen is currently developing a stand-alone Drainage Maintenance Program with the Drainage Utility. Upon annexation, and at such time as when residents become a City of Killeen water customer and commence paying the standard drainage utility fee, the resources of this program will be available to address ongoing drainage inspection, maintenance, and repair. Additionally, public improvement district provisions are available to address specific problems unique to a specific area.

d. The following is a summary of the City of Killeen Water and Wastewater Utility Service Extension Policy.

1. The intent and purpose of the water and wastewater extension policy is to provide equitable charges for water and sewer connections as a proportionate distribution of the cost of the water and sewer main extensions to serve property within the city.
2. If the existing city utility facilities are not within or adjacent to the development, the developer shall construct the necessary extension of water and sewer mains, force mains, and lift stations, including all valves, manholes, and piping necessary to serve any future development of abutting property.
3. The developer's engineer shall prepare a proposed plan of service for the subdivision and property along the extension, which shall be reviewed by the plat review committee. These facilities shall be constructed in accordance with the Water and Wastewater Master Plan (as amended).
4. It is the general policy of the city that water and sewer mains should be large enough to serve all the lots platted and, should the city determine oversizing is necessary, the city may participate in those lines greater than 8" for water and greater than 10" for sewer.
5. All utilities shall be required to extend across the full width of the last lot platted

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on each street proposed within the development, in such an alignment that it can be extended to the next property in accordance with the master sewer and water plans for the city, provided such plan(s) exist.

6. Properties already served by water and sewer shall not be required to install additional facilities unless, the current lines are not of adequate capacity to serve the proposed development; in which case the applicant will be required to install adequate facilities.
 7. Every lot of a plat shall have direct access to the water and sewer system. Utility service shall be from a water/sewer main located in an abutting right-of-way or through easements from the lot to a water/sewer main.
 8. The City provides a "pro rata" program that in some instances allows a person to recover some costs of extending a line from the point of availability to the person's property, thereby reducing the economic impact on the person constructing the line.
- e. Under limited circumstances, the City of Killeen Director, Public Works may allow the continued use of or the establishment of an on-site sewage facility in locations where sanitary sewer service is not readily available. Generally, sewer service shall be considered available when City owned infrastructure is located at a distance not to exceed 1000 feet that can accept gravity flow.

CAPITAL IMPROVEMENTS, AVAILABILITY AND LEVEL OF SERVICE

The City Council of the City of Killeen finds and determines it to be unnecessary to immediately acquire or construct any currently unscheduled Capital Improvements to provide the same type, kind and level of service which is presently being administered to other areas of the City with the same or similar topography, land use and population density. However, the annexation area has been included in the City of Killeen Water and Wastewater Master Plan, Transportation Thoroughfare Plan and into the City's capital improvements program (CIP) and comprehensive plans. Notwithstanding anything in this Service Plan, capital improvements in the Annexation Area shall be included with all other areas of the City for future planning for any new or expanded facilities, functions, and services to be funded by future capital improvements programs. The priorities assigned by these plans are driven by sound municipal planning principles and practices and a desire to maintain an equitable level of service to all areas of the City with the same population density, land use and topography characteristics.

Nothing in this plan shall require the City to provide a uniform level of municipal services to each area of the City, including annexed areas, if different characteristics of topography, land use, and population density are sufficiently distinct to justify a different level of service.

- Topography – The majority of the existing City of Killeen is located in the South Nolan Creek drainage basin. The City's sewer collection system transports wastewater to the Bell County WCID #1 Wastewater Treatment Plant located west of 38th Street on the north side of South Nolan Creek. The effluent from this plant is discharged into South Nolan Creek.

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The annexation area is primarily within the Lampasas River drainage basin. The Stillhouse Hollow Lake segment of the Lampasas River has historically experienced high water quality. The discharge of treated effluent into Stillhouse Hollow Lake would have a negative impact as documented by background studies. A wastewater treatment plant to the southeast with a discharge into the South Nolan Creek is currently under contract. The Water and Wastewater Master Plan provides a timeline detailing the process for engineering and construction of water and wastewater collection and transportation facilities.

The basis for the Rate Based Service Components portion of the Annexation Service plan is the Water Wastewater Master Plan and the City of Killeen utility extension policy documented in Chapter 26, City of Killeen Code of Ordinances.

- Land Use – The City is characterized by clusters of lot/block residential development and platted professional, retail, industrial, and commercial development. The urban nature of the land use is so prevalent the Texas Department of Transportation required the reduction of speed limits on U.S. Highway 190. The only areas within the current City limits that are comparable to the proposed annexation area are the areas between Elms Road and Stan Schlueter Loop annexed in 1986.

The land use in the annexation area is characterized by lower density rural residential development.

- Population Density – In December 2002, the City of Killeen documented its estimated population to be 100,976 (Resolution 02-129R). The average annual rate of growth for the City of Killeen exceeds .036 percent. Applying this growth rate the population of the City is expected to grow to 120,508 by December 2007. With a corporate area of 45.09 square miles, the City of Killeen population density is approximately 2673 people per square mile. The population density of the annexation area by comparison is approximately 555 people per square mile.

Areas in the city that are comparable to the annexation area would include those areas that were developed prior to annexation. In these comparable areas, land uses were not managed prior to annexation and the supporting infrastructure was not designed or installed to meet City of Killeen standards. The standards of infrastructure construction and materials used were not subjected to City inspection. Examples of these areas would include areas to the south of the annexation area and areas south of Stan Schlueter Loop that were developed prior to annexation.

The area south of the annexation area that was annexed in 2004 and the area south of Stan Schlueter Loop are of similar topography. Like the area to the south, the annexation area is located in the Stillhouse Hollow Lake basin and will be served by the same sanitary sewer infrastructure and treatment plant as the area to the south.

The annexation area is characterized by lower density rural residential development. While the average density of 555 people per square mile is much less than the City of Killeen density of 2,673 people per square mile, there are comparable regions. More rural regions in the annexation

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area compare to the similar agricultural areas to the south. The developed regions compare to the early phases of the Llewelyn Estates, Mary Ann subdivision, and Prairie View Estates.

Water and wastewater utility availability addresses the accessibility to a sufficient supply of water and the capacity of the wastewater system to accept and treat wastewater. The extension of utilities to any area of the City, to include the annexation area, is based on the Water and Wastewater Master Plan and the utility extension policy contained in Section 26-111 Division 3, Article IV Chapter 26 of the Killeen Code of Ordinances as amended.

The following projects were identified in the 2003 Water and Wastewater Master Plan as planned CIP Projects within the proposed annexation area, to be constructed through the issuance of 2010 Bonds.

Water CIP Program

- 2004 - West Stagecoach Road Waterline - Under Design
- 2007 - Trimmier Road Waterline
- 2007 - South Loop Waterline Phase I
- 2007 - Onion Road Waterline
- 2007 - East Stagecoach Road Waterline
- 2007 - Southeast Loop Waterline Phase II

Sewer CIP Program

- 2004 - Highway 195 Wastewater Improvements - Under Construction
- 2004 - Lift Station #20 & Force Main - Under Design
- 2010 - Trimmier Creek Interceptor Phase III

The sequencing of these projects is subject to change pending the next update of the Water and Sewer Master Plan, 2006.

Regular 6-27-06
Item # CA-18
CCM/R 06-125R

CITY COUNCIL MEMORANDUM

AGENDA ITEM

DISCUSS AND CONSIDER A SERVICE
PLAN FOR THE JANUARY 2008
ANNEXATION

ORIGINATING DEPARTMENT

PLANNING & ECONOMIC DEVELOPMENT

BACKGROUND INFORMATION

The Local Government Code requires a municipality to prepare an annexation plan for areas to be annexed beginning on the third anniversary of the date the annexation plan is adopted. Annexation areas that contain 100 or more separate tracts on which one or more residential dwellings are located require such a plan. The 1300 acre annexation located to the north and south of Stagecoach Road from Cunningham Road to Wagon Wheel Subdivision contains 520 parcels and 377 residences and is subject to the three-year plan timeline.

DISCUSSION/CONCLUSION

The Government Code requires the municipality to prepare a service plan that provides for the extension of municipal services to the area to be annexed. A draft annexation service plan was prepared and was provided to residents of the annexation area during the two public hearings conducted during November 2005. The Bell County Commissioners Court appointed five representatives to negotiate with the municipality for the provision of services to the area after annexation. Several negotiation sessions were held. The additional concessions approved by the City Council were incorporated in the revised draft annexation Service Plan and are annotated in red.

The Local Government Code three-year annexation timeline requires that a service plan be approved by the City Council by **June 30, 2006**. The Plan is a contractual obligation that is valid for a 10 year period. The approved plan become a part of and is required to be filed with the Annexation Ordinance.

FISCAL IMPACT

None

RECOMMENDATIONS

Staff recommends the City Council approve the Service Plan for the provision of municipal services to the 1300 acre annexation area.

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

That the above stated staff recommendation is hereby approved and authorized.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas this 27th day of June 2006, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED




Timothy L. Hancock, MAYOR

ATTEST:



Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM:



Kathryn H. Davis, CITY ATTORNEY

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, TO INCLUDE LAND LYING ADJACENT TO THE PRESENT CITY LIMITS, MORE ACCURATELY DESCRIBED HEREIN; DECLARING THE LAND TO BE A PART OF THE CITY; DECLARING THE LAND AND ITS INHABITANTS AND ANY FUTURE INHABITANTS OF THE LAND TO BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES OF OTHER LANDS AND CITIZENS OF THE CITY AND TO BE BOUND BY THE ACTS AND ORDINANCES OF THE CITY; PROVIDING FOR WAIVER OF CERTAIN FEES DURING THE FIRST YEAR OF INCORPORATION; EXTENDING DISTRICT BOUNDARIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Killeen, pursuant to its Home Rule Charter, Section 7, is authorized to extend the boundary lines of the City and annex additional territory adjacent to the City of Killeen; and

WHEREAS, the City Council of the City of Killeen, pursuant to Local Government Code §43.055 is authorized to annex in any one calendar year only territory equivalent in size to ten (10%) percent or less of the total corporate area of the City unless the City fails in any calendar year or years to annex the total amount which it is authorized to annex in such calendar year or years, but, may not annex in any one calendar year an amount of territory in excess of thirty (30%) percent of its total area as of the first day of the calendar year; and

WHEREAS, the City of Killeen has not used its annual ten percent (10%) annexation authority in the preceding three years, therefore, it is now eligible to annex up to a total of 13.5 square miles of property into the City during the calendar year 2008; and

WHEREAS, the area to be annexed, as described in this ordinance, being approximately 2.03 square miles (1300 acres) does not exceed the amount authorized for annexation; and

WHEREAS, a home rule city may not annex any area, whether publicly or privately owned, unless the width of such area at its narrowest point is at least one thousand (1,000) feet, or unless the area is contiguous with the City of Killeen boundary on at least two sides; and

WHEREAS, the area to be annexed, as described in this ordinance, is within the extraterritorial jurisdiction of the City of Killeen; and is either adjacent to and contiguous with the existing boundary limits, and is at least one thousand (1,000) feet in width at its narrowest point or is contiguous with the City or Killeen boundary on at least two sides; and

WHEREAS, Texas Legislative House Bill 1472, codified and effective as of May 25, 2007 as Section 43.035 of the Local Government Code, does not apply to this annexation pursuant to section 2 of that Act; and

WHEREAS, in accordance with Local Government Code Section 43.052(c), the affected area was included in the City's three-year annexation plan pursuant to an amendment to the plan having an effective date of January 14, 2005 and the effective date of this ordinance will be within the time frame provided by Local Government Code Section 43.052(g); and

WHEREAS, in accordance with Local Government Code Chapter 43, Subchapter C, an inventory of service providers has been compiled and provided for public inspection; notice has been provided to each affected landowner, railroad and service provider; and public hearings and negotiations for the service plan have been held and a service plan completed; and,

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

SECTION I: That on and after the effective date of this ordinance, the City Limits of the City of Killeen, Texas, shall be and they are hereby extended to include certain lands lying adjacent and contiguous to the City Limits of the City of Killeen as they existed prior to the effective date of this ordinance; such land being more particularly described in Exhibit A.

SECTION II: It is declared that the lands thereby annexed and described in Section I hereof are and shall hereafter be a part of the City of Killeen, Bell County, Texas and it is hereby further declared that the lands and the present and future inhabitants thereof are hereafter entitled to all the rights and privileges as other lands and other citizens of the City of Killeen which are similarly situated and shall be bound by the acts and ordinances of the City of Killen, Texas.

SECTION III: It is further declared that the above described properties shall be zoned "A" Agriculture on the effective date of this ordinance, pursuant to Section 31-124(a) of the Code of Ordinances of the City.

SECTION IV: The Service Plan for the annexed area is attached as Exhibit B and is hereby incorporated herein for all purposes and adopted as a part of this ordinance.

SECTION V: During the period beginning from the effective date of this ordinance and continuing until midnight of the day of the first anniversary (one year) of the effective date, persons residing within the area annexed shall be exempt from the payment of the

following described fees which are otherwise set by ordinances or resolutions of the City of Killeen.

- A. Permit fee for garage sales [Code of Ordinances § 15-72(3)];
- B. Licensing fee for animal vendor [Code of Ordinances § 6-156]; and
- C. Licensing fee for dog and cat registration [Code of Ordinances § 6-109]

The relief granted by this section shall be strictly construed as only a waiver of the stated fees for the stated period of time. This section does not waive, excuse, or release any person from complying with the duties, restrictions, procedures, conditions, benefits and privileges of the ordinances listed in this section. This section shall not be construed as a waiver of enforcement, or of prosecution, or of any remedies available, for violation of the ordinances listed in this section, save and except the collection of fees.

SECTION VI: It is further declared that the boundary of the City of Killeen City Council Districts 3 and 4 be extended by the land contained within this annexation area, as depicted in Exhibit C.

SECTION VII: That all ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict or amended as specified herein to the extent of any conflict.

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

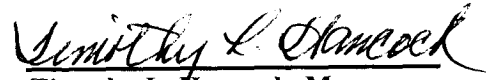
SECTION IX: That the ordinances and resolutions of the City of Killeen, Texas, and the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION X: That this ordinance shall be effective on January 28, 2008 after its passage and publication according to the Killeen City Charter and State Law.

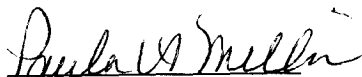
PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 22nd day of January, 2008, at which meeting a quorum was present, held in accordance

with the provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended.

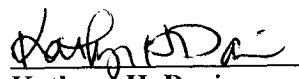
APPROVED:


Timothy L. Hancock, Mayor

ATTEST:


Paula A. Miller
CITY SECRETARY

APPROVED AS TO FORM


Kathryn H. Davis
CITY ATTORNEY

Attachments:

Exhibit "A" Boundary of area under consideration for annexation
Exhibit "B" Annexation Service Plan

Exhibit A



ENGINEERS
PLANNERS
SURVEYORS

City of Killeen Annexation
1300 Acres, More or Less
Robert Cunningham Survey, Abstract No. 158, M. T. Martin Survey, Abstract 963, and
Azra Webb Survey, Abstract 857
Bell County, Texas

WACO
KILLEEN
AUSTIN
DALLAS
ROUND ROCK

Field notes for 1300 acre, more or less, tract of land located in the Robert Cunningham Survey, Abstract No. 158, M. T. Martin Survey, Abstract 963, and Azra Webb Survey, Abstract 857 Bell County, Texas. **All bearing and most distances are of record calls (some being reversed) and are not on the same bearing basis.** Said 1300 acre, more or less, tract described as follows:

BEGINNING at the northwest corner of the Wagon Wheel Subdivision Bell County, Texas of record in Cabinet A, Slide 368-A;

Thence along the existing City Limits of Killeen, Bell County, Texas as described in the City of Killeen 1999 Annexation Ordinance No. 99-84, Tract No.6, a called 435.537 acre tract of record in Volume 4097, Page 376 of the Bell County, Texas Public Records the next nine (8) calls:

1. S 70°59' E approximately 1750 feet to the west margin of Trimmer Road to a point,
2. N 18°55'07" E 710.96 feet to a point,
3. S 78°12'03" E 68.03 feet to a point,
4. N 69°38'48" E 672.92 feet to a point,
5. N 69°06'53" E 202.69 feet to a point,
6. S 79°26'32" E 1476.23 feet to a point,
7. S 20°12'16" E 516.75 feet to a point
8. S 20°25'32" E 28.58 feet to a point on the City limits line as annexed in 2003 by Ordinance No. 03-47

Thence along the existing City Limits of Killeen, Bell County, Texas as described in the City of Killeen 2003 Annexation Ordinance No. 03-47, a 1.058 acre tract of record in Volume 5173, Page 771 of the Bell County, Texas Public Records the next thirteen (13) calls:

1. S 63°26'11" W 973.33 feet to a point,
2. N 85°49'21" W 469.03 feet to a point,
3. N 85°10'22" W 173.04 feet to a point,
4. S 04°45'02" W 207.11 feet to a point,
5. S 80°45'03" W 312.06 feet to a point
6. S 35°15'33" W 170.89 feet to a point
7. S 19°28'55" E 24.49 feet to a point
8. N 35°15'33" E 176.64 feet to a point
9. N 80°45'03" E 319.30 feet to a point
10. N 04°45'02" E 202.71 feet to a point
11. S 85°10'22" E 153.13 feet to a point,
12. S 85°49'21" E 474.64 feet to a point,
13. N 63°26'11" E 976.42 feet to a point on the existing City Limits of Killeen, Bell County, Texas as described in the City of Killeen 1999 Annexation Ordinance No. 99-84

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 Sean Flaherty, R.P.L.S.
 Kevin Hessel, R.P.L.S.
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Exhibit A



ENGINEERS
PLANNERS
SURVEYORS

WACO
KILLEEN
AUSTIN
DALLAS
ROUND ROCK

Thence along the existing City Limits of Killeen, Bell County, Texas as described in the City of Killeen 1999 Annexation Ordinance No. 99-84, Tract No.6, a called 435.537 acre tract of record in Volume 4097, Page 376 of the Bell County, Texas Public Records S 20°25'32" E 393.53 feet to a point and N 85°04'28" E 741.70 feet to a point on the existing City Limits of Killeen, Bell County, Texas as described in the 2002 City of Killeen Annexation Ordinance No. 02-17

Thence along the existing City Limits of Killeen, Bell County, Texas as described in the 2002 City of Killeen Annexation Ordinance No. 02-17 of record in Volume 4713, Page 477 of the Bell County, Texas Public Records the next twenty six (26) calls:

1. S 06°12'49" E 625.63 feet to a point,
2. N 81°52'07" W 403.90 feet to a point,
3. S 03°33'21" E 1283.59 feet to a point,
4. S 88°36'05" E 454.71 feet to a point,
5. S 06°13'36" E 208.53 feet to a point,
6. N 88°42'36" W 218.43 feet to a point,
7. N 88°19'34" W 245.66 feet to a point,
8. S 03°21'56" E 60.31 feet to a point,
9. S 89°23'07" E 233.57 feet to a point,
10. S 88°39'51" E 234.06 feet to a point,
11. S 06°10'05" E 121.59 feet to a point,
12. S 01°49'15" E 521.18 feet to a point,
13. S 78°00'00" E 290.51 feet to a point,
14. N 03°11'33" W 1159.79 feet to a point,
15. N 86°55'54" E 184.04 feet to a point,
16. N 87°02'29" E 176.18 feet to a point,
17. N 86°54'31" E 336.40 feet to a point,
18. N 86°41'04" E 608.61 feet to a point,
19. N 19°53'16" W 1211.81 feet to a point,
20. N 73°30'48" E 1197.53 feet to a point,
21. N 19°24'42" W 411.92 feet to a point,
22. N 19°53'12" W 114.50 feet to a point,
23. N 20°03'43" W 114.47 feet to a point,
24. N 20°09'39" W 229.35 feet to a point,
25. N 19°28'22" W 540.02 feet to a point,
26. N 20°11'54" W 74.00 feet to a point,

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Thence along the existing City Limits of Killeen, Bell County, Texas as described in the City of Killeen 1999 Annexation Ordinance No. 99-84, Tract No.6, a called 435.537 acre tract of record in Volume 4097, Page 376 of the Bell County, Texas Public Records the next two (2) calls:

1. N 69°25'11" E 947.59 feet to a point,
2. N 21°09'46" W 533.84 feet to a point,

Thence along the existing City Limits of Killeen, Bell County, Texas as described in the City of Killeen 1986 Annexation Ordinance No. 86-87, a called 2961 acre tract of record in Volume 2260, Page 66 of the Bell County, Texas Deed Records the next two (2) calls:

1. S 72°54'59" E 3525.00 feet to a point,
2. S 21°02'20" E 3634.75 feet to a point in the north margin of Stagecoach Road,

Thence along the existing City Limits of Killeen, Bell County, Texas as described in 2004 City of Killeen Annexation Ordinance No. 04-12 a called 5173 acre more or less tract the next sixteen (16) calls:

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Exhibit A

ENGINEERS
PLANNERS
SURVEYORS

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KILLEEN
AUSTIN
DALLAS
ROUND ROCK

1. S 22°E 52 feet to a point on the south margin of Stagecoach Road,
2. S 68°W 4130 feet to a point
3. S 69°W 1362 feet to a point,
4. S 69°W 3672 feet to a point,
5. N 21°W 1159 feet to a point,
6. Northeasterly 835 feet to a point,
7. N 75°W 830 feet to a point,
8. S 67°W 2240 feet to a point,
9. N 21°W 931 feet to a point,
10. N 87°W 1600 feet to a point,
11. N 17°E 1030 feet to a point,
12. N 73°W 791 feet to a point,
13. N 21°E 68 feet to a point,
14. N 17°E 342 feet to a point,
15. N 73°W 95 feet to a point,
16. N 17°E 2624 feet to the POINT OF BEGINNING and containing 1300 acres, more or less, of land.

This description is intended to encompass all the land that is bound by these previous annexations ordinances of the City of Killeen listed hereon: 86-87 a called 2961 acre tract of record in Volume 2260, Page 66 of the Bell County, Texas Deed Records, 99-84 Tract No.6 a called 435.537 acre tract of record in Volume 4097, Page 376 of the Bell County, Texas Public Records, No. 02-17 a called 130.229 acre tract of record in Volume 4713, Page 477 of the Bell County, Texas Public Records, and 04-12 a called 5173 acre tract.

“ This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interests implied or established by creation or reconfiguration of the boundary of the political subdivision for which it was prepared.”

Compiled: April 2004


 P. Dan Nixon, R.P.L.S. NO. 5276

WO# 16951
 FN-034-16951-01
 Map Checked By TAB

Dan Flaherty, R.P.L.S.
 Sean Flaherty, R.P.L.S.
 Kevin Hessel, R.P.L.S.
 George Jezek, A.I.A.
 Mike Keahey, P.E., R.P.L.S.
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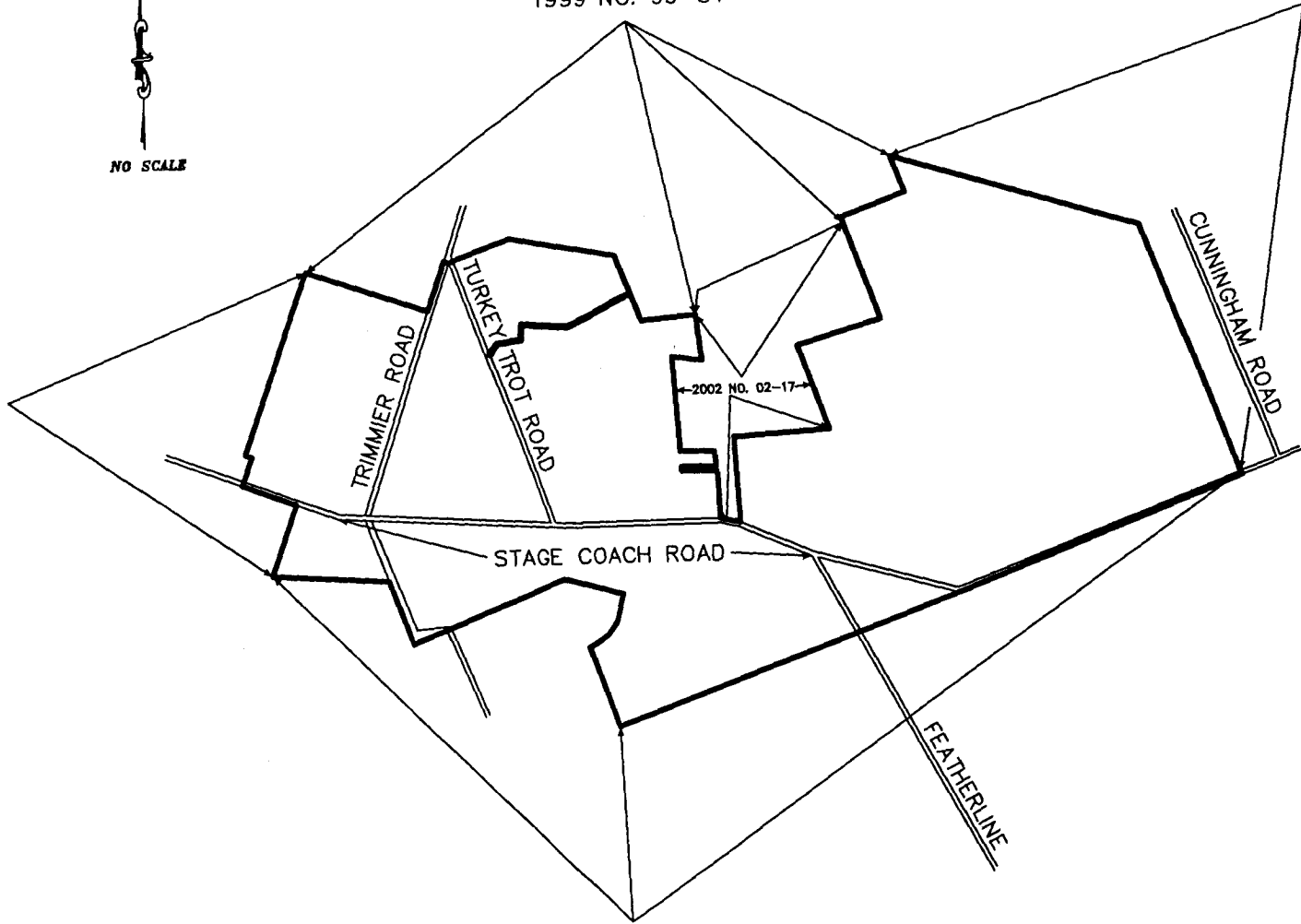
NORTH



1999 NO. 99-84

1986 NO. 86-87

2004 NO. 04-12



2004 NO. 04-12

Exhibit A

VICINITY MAP

Annexation Service Plan

INTRODUCTION

This Service Plan ("Plan") is made by the City of Killeen ("City") pursuant to Chapter 43 of the Texas Local Government Code. The Plan relates to the annexation to the City of approximately 1300 acres, which the City of Killeen intends to annex on or about January 11, 2008, the third anniversary of the amendment of Annexation Plan 2005 ("annexation area"). This acreage is located in the Robert Cunningham Survey, Abstract 963, and the Azra Webb Survey, Abstract 857, Bell County, Texas. It is generally described as the unincorporated area to the north and the south of Stagecoach Road and extending from approximately Cunningham Road on the east to the west boundary of the Stagecoach Road/Wagon Wheel Subdivisions on Stagecoach Road. This annexation will extend the district boundaries of Districts 3 and 4 to the south. A graphic depiction of the area to be annexed is attached at Exhibit A.

This plan is divided into two main parts; tax based services and rate based services. Tax based services are those services that are financed by tax revenues; such as police and fire protection. Rate based services are those services which citizens acquire by paying a fee; such as water, sanitary sewer and solid waste pick-up. The cost of rate based services is directly related to the cost of providing the service.

EFFECTIVE TERM

This Plan shall be in effect for a ten year period commencing on the effective date of the annexation, unless otherwise stated in the Plan. The Plan represents the concept the City of Killeen will use to initially deliver services. It is subject to modification and its change and renewal shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council which refers to this Plan and specifically renews this Plan for a stated period of time. The City reserves the right guaranteed to it by Section 43.056 (h) Local Government Code, to amend this Plan if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government, or other Texas laws to make this Plan unworkable, obsolete or unlawful. The amended Service Plan must provide for services that are comparable to or better than those established in the Service Plan before amendment. Before any amendment is adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561 of the Texas Local Government Code.

TAX BASED SERVICE COMPONENTS

1. Public Safety:

- a. Police Protection – The Killeen Police Department (KPD) will provide protection and law enforcement services in the annexation area, commencing on the effective date of annexation.

These Services include:

January 2008

Exhibit B

- normal patrols and responses;
- handling of complaints and incident reports;
- special units, such as traffic enforcement, criminal investigations, narcotics and gang suppression, and special weapons tactics team.
- Community programs, such as Neighborhood Watches, Citizen Police Academy, Killeen Citizens on Patrol (KCOP) and Community Forums.
- Animal control services
- Code Enforcement services

The City of Killeen will add at least four additional full-time police officers, required vehicles and other necessary equipment. These officers will be added in either the year prior to annexation or within one year after annexation. The annexation area will be incorporated into the Police Department routine patrol schedule upon the effective date of annexation and will receive the same level of patrol service as well as emergency response as other areas of the City.

The City of Killeen will add at least one additional Code Enforcement Officer, a support vehicle and necessary additional equipment. This position will be added either the year prior to annexation or within one year after the effective date of annexation. The Annexation area will be incorporated into the code enforcement routine patrol schedule and the response to specific code enforcement requests will be equal to other areas of the City.

The City of Killeen will add at least one additional Animal Control Officer, vehicle and necessary equipment. This position will be added either the year prior to annexation or within one year after the effective date of annexation. The Annexation area will be incorporated into the code enforcement routine patrol schedule and the response to specific code enforcement requests will be equal to other areas of the City.

b. Fire Protection – The Killeen Fire Department (KFD) will provide fire protection and prevention services in the annexation area, commencing on the effective date of the annexation. These services include:

- fire suppression and rescue;
- emergency medical services;
- hazardous materials mitigation and regulation;
- emergency prevention and public education services;
- construction plan review;
- inspections;
- emergency management planning;

These services are provided on a City – wide basis and Killeen Fire Department will provide fire protection and prevention services to the annexation area with the same level of service being provided to other comparable areas of the City. Currently, fire protection services and emergency medical service are provided to the annexation area through an interlocal agreement with Bell County. This service is provided from Fire Station No. 6 located on Elms Road. Fire Station No. 5, which is located on Jasper Road and Fire Station No. 3 on Twin Creek Road provides back-up

support to Fire Station No. 6. The interlocal agreement provides for water tank trucks and this provision will be retained until no longer needed.

The City of Killeen will add at least six additional fire protection personnel either the year prior to annexation or within one year of the effective date of annexation. Additionally, the City of Killeen will place its next Fire Station in the vicinity of Stagecoach Road. This station will be equipped with all necessary fire and emergency medical response equipment.

2. Maintenance of Roads, Streets, and Lighting

The Street Division, Public Works Department will maintain public streets over which the City has jurisdiction. These services include:

- emergency pavement repair;
- ice and snow monitoring of major thoroughfares;
- repair maintenance of public streets on an as-needed basis;
- street lighting (ONCOR/TXU);
- right-of-way maintenance.

Public roads and streets in the annexation area will be included in the City's preventative maintenance program. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, riding comfort, age, traffic volume, functional classification, and available funding. The Streets (Traffic) Division will also provide regulatory traffic signage. Residents in the Annexation Area have requested that, upon annexation, the City consider the reconstruction of Onion, Stagecoach and Trimmier Roads. The City is already contracting for the design and has appropriated funds to initiate the improvement of Trimmier Road. In addition, the City will include Stagecoach Road and Onion Road in the list of streets to be prioritized for improvement in the next bond program.

The City only reconstructs streets when the normal street maintenance service will no longer sustain the street surface and reconstruction is determined to be necessary in the interest of public safety. When it is time to reconstruct the above-named streets, the City will add sidewalks on at least one side of the street at that time, as long as the City is the entity undertaking the reconstruction. However, if the residents in either the annexation area or any other section of the City desire to locally upgrade acceptable infrastructure to a higher locally desirable standard, the City can agree to employ the public improvement district provisions of the Local Government Code to provide this service. This process can be used to reconstruct streets and install curbs, gutters, a two-person sidewalk on both sides of the street and add bike lanes on designated streets. There are specific requirements for the filing of a petition for creation of such districts that include specific landowner participation requirements. A petition is required to be signed by the owners who represent more than 50% of the taxable value of the property in the proposed district as well as the record owners who constitute more than 50% of all of the owners. A public improvement district shall apportion the costs of the improvements to be recovered in an assessment against property in a district. Those landowners receiving the special benefits that inspired the creation of the improvement district are assessed the costs for those improvements.

All signage shall be replaced with City of Killeen signage as soon as possible. The City's goal will be to accomplish this task within six (6) months of the effective date of the annexation.

Engineering studies to determine if traffic control devices are warranted will be conducted as needed, in conjunction with growth and increased traffic volumes. The requirement for the study and how it is conducted is determined by the Texas Manual on Uniform Traffic Control Devices. Within one (1) year of the effective date of the annexation, the City shall conduct traffic signal warrant studies at the intersection of Stagecoach and Trimmier Roads. Additional warrant studies will be performed at other intersections that appear to have a need for traffic control devices.

Anticipated future development within the annexation area will generate the requirement to construct streets in compliance with the City of Killeen development standards and requirements published in the Killeen Code of Ordinances and Public Works Department practices, as may be amended. The City of Killeen Thoroughfare Plan includes programmed collector and arterial streets to provide connectivity between the annexation area and the transportation network. Street lighting is routinely installed at intersections and will be installed at intersections in the Annexation Area. Street lighting is installed and maintained by Oncor/TXU. Within one month of the effective date of annexation, the City will request that Oncor/TXU install street lighting in the annexation area. That request will include the ten intersections along Stagecoach Road, Featherline, and Briarcroft Roads as proposed by the negotiating committee. After the street lights are installed the City will be responsible for the monthly energy cost.

3. Maintenance of Parks and Recreation Facilities

The City of Killeen is not aware of the existence of any public parks, play grounds, or recreational facilities in the annexation area. In the event any such public facilities do exist, the City of Killeen will maintain such areas to the same extent that it maintains similar recreational facilities located in other areas of the City. As the annexation area is developed current master plans for parks and recreational facilities will be reviewed and amended as appropriate to accommodate future growth and provide the same level of service as is provided in other areas of the city of comparable population density, land use and topography.

The City of Killeen has a Parks Master Plan, which sets the direction for all future park development. All areas, including newly annexed areas of town, will be included in this document to be considered for future park development. Additionally, the City policy is to enter into interlocal agreements with the Killeen Independent School District to provide joint use of any recreational facility that has been funded with public resources.

Already recognized as one of the premier youth sporting facilities in Texas, Lions Club Park will soon serve the recreational needs of a much broader population with the development of a Family Recreation Center and Senior Citizens Center Complex. Currently in the design phase, this facility will soon become the "Hub" for recreational services in Killeen. Some of the amenities within this facility include a double gymnasium, a fitness center, an indoor walking and jogging track, game rooms, arts and crafts rooms, exercise rooms, kitchen and dining facilities, a multi-purpose room and much more. The facility is scheduled to open in the fall of 2007.

Recreational facilities and area amenities that are privately owned, maintained or operated will be unaffected by an annexation.

4. Maintenance of Publicly Owned Facilities or Buildings

The City of Killeen is not aware of the existence of any publicly owned facilities or buildings now located in the area proposed for annexation. In the event any such publicly owned facilities or buildings do exist, the City of Killeen will maintain such areas to the same extent and degree that it maintains other publicly owned facilities or buildings located in the City. Any such facilities developed in the future for dedication to and maintenance by the City will be constructed to City standards and maintained by the developer/builder for the required warranty period. Subsequent to the warranty period, the City of Killeen will maintain such facilities to the same extent and degree that it maintains other publicly owned facilities or buildings, located in other areas of the City.

5. Inspection Services

The City of Killeen and its Building and Inspections Department will provide inspection services to include building, electrical, plumbing, etc. The City of Killeen will add at least one additional full time Building Inspector, a support vehicle and necessary additional equipment. This position will be added either the year prior to annexation or within one year after the effective date of annexation. The Annexation area will be incorporated into the full range of building inspection services and will receive the response to specific inspection requests as other areas of the City.

6. Land Use Management

The City of Killeen Code of Ordinances mandates that all property annexed into the City be initially zoned Agriculture (A). This is the most restrictive zoning district contained in the Killeen Code of Ordinances Chapter 31, and will permit single family homes, livestock and the rural type of uses normally seen in agriculture areas. Furthermore, the City's current animal control ordinance provides protections for 4-H activities.

The City Planning and Zoning Commission will initiate a land use study of the Annexation Area. Within twelve months of the effective date of the annexation, a recommendation for more specific zoning of tracts and lots will be submitted to the City Council for consideration. Citizens owning property in the annexation area will be contacted and asked to present their desires for the zoning of their property in public hearing. This rezoning process will be conducted in strict compliance with notification and due process requirements of the Local Government Code and City of Killeen Code of Ordinances. During this process, newly annexed citizens owning property in the annexation area will be contacted and invited to public hearings to present their desires for the zoning of their property. In addition to determining the initial zoning, the City of Killeen will, based upon the pre-annexation request of the newly annexed residents, also complete a land use plan that will support the initial zoning and provide additional protection by assuring that future zonings will be consistent with the land use plan. Subsequent changes to zonings and land use plans can be initiated by the property owner. Such changes require formal application, justification based on changes in surrounding neighborhood conditions and public notifications and hearings before the Planning and Zoning Commission and the City Council.

The lawful use of land or of a building existing upon the effective date of annexation may be continued at least through the term of this service plan and any extensions, and cannot be terminated by the City even if such use does not conform to the provisions of the City of Killeen Zoning Ordinance. The following provisions will be applied:

1. The use may be extended throughout such portions of the building as are arranged or designed for such use, provided no structural alterations are made therein, except for changes needed to maintain the structural or aesthetic integrity of the structure (such as new roof or air conditioning unit, or the replacement of wear items such as carpet, etc.).
2. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification.
3. If a nonconforming building is voluntarily removed by the resident, the future use of such premises shall be in conformity with the provisions of the zoning ordinance. If the building is destroyed through fire or act of nature, the structure may be rebuilt in substantially the same form as existed before, and the non-conforming use may be continued.
4. In the event a nonconforming use of any building or premises is discontinued for a period of one (1) year, the use of the same shall thereafter conform to the provisions of the district in which it is located.
5. A nonconforming use, if changed to a conforming use or a more restricted nonconforming use, for a period of greater than one (1) year may not thereafter be changed back to a less restricted use than that to which it was changed.

The nonconforming use provisions of the Killeen Code of Ordinances are intended to provide a self cleansing process. However, the timing of when the conversion from nonconforming to conforming occurs is totally at the discretion of the resident. The owner should request a non-conforming Certificate of Occupancy inspection from the Building and Inspections Department to document the existence of a non-conforming land use. The fee for this inspection will be waived.

7. Other Services

The City of Killeen will provide other City Services to the annexation area, such as library, municipal court and general administration services at the same level of service now being provided to other areas of the City with similar population density, land use and topography. The requirement to register and license unneutered dogs and cats will be waived until the 1-year anniversary of the date of annexation. City Limit signs to encompass the new boundaries of the City as a result of the annexation will be installed within ninety (90) days of the effective date of the annexation. The City's authority to abate nuisances (fireworks, etc.) within five thousand (5000) feet of its boundary will provide protection to the annexation area.

RATE BASED SERVICE COMPONENTS

1. Solid Waste Services

Solid Waste services provided by the City of Killeen's Solid Waste Services Department are available immediately upon annexation. Residents and commercial activities must acquire an

account. The normally required deposits will be waived for the annexation area. The solid waste collection and disposal services provided to the annexation area, will be equal to the service being provided to other areas of the City. The City of Killeen has a pay-as-you-throw policy. The rate a customer pays is based on the size of container the customer desires and individual special services the customer may request. If a customer requests a 96-gallon cart, it will be provided and the customer will be billed the prevailing in-city residential rate for servicing that cart. The City of Killeen has a fixed route schedule for those services provided in accordance with Chapter 24. The customers in the Annexation Area will be incorporated into that schedule, The City does not have a city-wide curbside recycling program in effect. The City is currently conducting a test in selected areas of the City to determine if such a program is economically feasible within a reasonable rate structure. If this test is successful and the program is determined to be feasible, the program will be expanded to include the entire City. In this event, the Annexation Area will be included in the program along with the rest of the City. All services will be available to the residents of the annexation area subject to the same conditions, fees, and restrictions imposed on other residents of the City. Commercial business will be provided with a commercial container, which is available in a variety of sizes and frequencies of collection, based on the waste type and volume generated. The Transfer Station and all its services will be available to the residents of the annexation area subject to the same conditions, fees, and restrictions imposed on other residents of the City.

Solid Waste services provided to residential and commercial customers include:

- garbage collection – in accordance with City of Killeen “pay-as-you-throw” guidelines and Chapter 24 of the Killeen Code of Ordinances;
- recycling – access to City of Killeen Recycling Center and inclusion in any future curbside recycling collection services;
- yard waste and brush collection;
- special collection services;
- commercial service is provided on subscription basis from the City.

For the first two years after the effective date of the annexation, residents and commercial businesses in the Annexation Area have the option of continuing with a private solid waste collection service. Those residents and businesses wishing to maintain their private solid waste collection service shall call the City at (254)-501-7785 and notify the City that they will continue with their private solid waste collection service. During the period of time that a resident or business in the Annexation Area utilizes a private solid waste collection service, the City of Killeen will not charge that resident for solid waste collection.

2. Maintenance of Water and Wastewater Services

The City of Killeen strives to provide comparable levels of service in all areas of the City, allowing for differences in population density, land use, and topography. In the annexation area the population density is low compared to other areas of the city.

The topography of the annexed area places it in the Stillhouse Hollow Lake drainage basin. Municipalities are restricted from introducing treatment plant effluent into Stillhouse Hollow Lake. The City’s Water and Waste Water Master Plan contains several major projects scheduled over the

next three years to provide rate-based water and sanitary sewer municipal service to the annexed area. The water projects include the West Stagecoach Road Waterline, Trimmier Road Waterline, South Loop Waterline Phase I, Onion Road Waterline, East Stagecoach Road Waterline, Southeast Loop Waterline. The sanitary sewer projects include Highway 195 Wastewater Improvements, Lift Station #20 and Force Main, and Trimmier Creek Interceptor Phase III.

a. **Water Utilities** – It is the intention of the City of Killeen to provide water utility services to the annexation area in an expedient and orderly manner. This plan provides continued quality service while minimizing the utility rate impact to both the newly acquired citizens as well as the existing customers of the City's utility system.

Under this service plan concept, existing customers of the investor – owned West Bell Water Supply Corporation would initially remain West Bell customers pursuant to § 402.101 Texas Local Government Code. Thus, the annexation area will continue to receive equivalent service as they are now receiving. This service is comparable to other comparable areas of the City.

The City will request joint jurisdiction of West Bell Certificate of Convenience and Necessity (CCN) area. As with previous annexations, the City of Killeen will purchase existing West Bell water utility infrastructure/construct parallel infrastructure in the annexation area at a rate consistent with the City of Killeen Water Master Plan (as may be amended), the most recent amendment approved by the City of Killeen City Council on March 2004. As West Bell CCN area is acquired, West Bell purchased infrastructure or new parallel infrastructure constructed by the City will be inter-connected to the City's existing water system with a corresponding transfer of customers into the City's then existing rate structure. Existing water wells in the Annexation Area may be retained and used by the resident; however, if the resident connects to a public water system for potable water, the well water system must be disconnected to assure that water from the two systems cannot be mixed. By following this structured process, the Annexation Area will continue to receive water service that is at least equivalent to the service that they are now receiving.

b. The City of Killeen, in cooperation with Water Control and Improvement District #1, is in the process of planning, permitting and construction of a new wastewater treatment plant that is scheduled for completion in Fall 2006. The projects identified above are scheduled for completion prior to the opening of this new plant. These water and sewer service projects and time frames have been identified in the City of Killeen Water and Wastewater Master Plan approved (as may be amended).

The City of Killeen is in the process of constructing new water and sewer projects identified in the Water and Wastewater Master Plan to support the new Water Control and Improvement District #1 Wastewater Treatment Plant that is scheduled for completion in Fall 2006. The projects will be completed prior to the opening of this new plant. These water and sewer service projects and time frames have been identified in the City of Killeen Water and Wastewater Master Plan approved (as may be amended). The Master Plan sewer infrastructure is designed by consultant engineering firms to service specific sewer basins. This infrastructure that consists of sewer inceptor lines and lift stations to transport wastewater to a treatment plant is the skeletal structure of the complete sewer collection system and is the only component of the collection system funded by the City of

Killeen with water and sewer capital improvement bonds. Property owners desiring to connect to the City's infrastructure are required to connect to the system and extend the infrastructure to their property. The City's utility extension policy was codified in 1995 and has been in effect throughout the City since that date. As sewer collection mains are extended, the City requires newly developed properties within 1,000 feet of the line to tie into the City's sewer system. Existing properties currently on septic tank can retain their septic tank for its usable life and not pay a fee. If the septic tank becomes inoperable, the resident may choose the most economical option to either tie into the City's sewer system or to repair/replace the septic system. The City will not impose any requirements or restrictions on a resident's ability to install a septic system. The Bell County Health Department is the entity that controls installation, maintenance and repair of septic systems within Bell County.

Additionally, the City of Killeen has a Septic Tank Elimination Program that seeks to extend sewer collection service to areas with on-site wastewater treatment facilities. The City will initially budget \$100,000 to fund the Septic Tank Elimination Fund for the Annexation Area. Citizens must make application for the program and projects that will accommodate multiple property owners generally score higher in the project rating process. An applicant must usually be a resident of Killeen for five years before applying for this program. However, this requirement will be waived for residents of this Annexation Area and the City will create a separate Septic Tank Elimination Program and fund for residents of this Annexation Area and the area annexed in May 2005, and residents of the Annexation Areas will be immediately eligible for this program as of the effective date of the annexation.

Individual residents in the Annexation Area can choose to extend either a water or sewer line to meet their individual needs as a pro rata extension. Under this process the resident will incur the initial cost for the extension; however, if any other resident elects at a later date to tie onto the extended line, that resident will be required to pay a pro rata cost.

An additional possibility open to the Annexation area is for the residents in the annexation area to request the creation of a public improvement district. Such districts are established to fund improvements that confer a special benefit to a definable portion of a municipality. Some of the types of public improvements for which a district may be created include acquiring, constructing, improving, widening, streets and sidewalks; and, the construction or improvement of water, wastewater, or drainage facilities or improvements. There are specific requirements for the filing of a petition for creation of such districts that include specific landowner participation requirements. A petition is required to be signed by the owners who represent more than 50% of the taxable value of the property in the proposed district as well as the record owners who constitute more than 50% of all of the owners. A public improvement district shall apportion the costs of the improvements to be recovered in an assessment against property in a district. Those landowners receiving the special benefits that inspired the creation of the improvement district are assessed the costs for those improvements.

Water and wastewater service availability is defined as the specific projects in the schedule provided for in the City of Killeen Water and Wastewater Master Plan. Developers of property in the annexation area will be required to extend necessary utilities to support their development in accordance with the Killeen Code of Ordinances and Public Works Department practices, as may

be amended.

c. **Drainage Services**

The City of Killeen adopted a comprehensive Drainage Master Plan on September 13, 2005, that provides a process to evaluate existing drainage problems and to prioritize drainage system improvement projects. As problems are identified in the newly annexed area, such as the three areas along Onion Road subject to flooding, data will be collected to rank and prioritize potential projects. Projects that have life and safety issues will obviously rank at the top of the list. Drainage problems that are the result of drainage infrastructure inadequacies will be included in the Capital Improvements Program (CIP). Drainage problems included in the CIP require engineered solutions. Storm drains may or may not be an adequate solution. Routine drainage maintenance concerns (e.g., clearing of debris that may cause flooding from storm drains; repair of failed or failing drainage infrastructure; abatement of illegal or illicit storm drainage discharges) in the newly annexed area will be assessed and remedial actions will be performed on a priority-driven basis. The City of Killeen is currently developing a stand-alone Drainage Maintenance Program with the Drainage Utility. Upon annexation, and at such time as when residents become a City of Killeen water customer and commence paying the standard drainage utility fee, the resources of this program will be available to address ongoing drainage inspection, maintenance, and repair. Additionally, public improvement district provisions are available to address specific problems unique to a specific area.

d. **The following is a summary of the City of Killeen Water and Wastewater Utility Service Extension Policy.**

1. **The intent and purpose of the water and wastewater extension policy is to provide equitable charges for water and sewer connections as a proportionate distribution of the cost of the water and sewer main extensions to serve property within the city.**
2. **If the existing city utility facilities are not within or adjacent to the development, the developer shall construct the necessary extension of water and sewer mains, force mains, and lift stations, including all valves, manholes, and piping necessary to serve any future development of abutting property.**
3. **The developer's engineer shall prepare a proposed plan of service for the subdivision and property along the extension, which shall be reviewed by the plat review committee. These facilities shall be constructed in accordance with the Water and Wastewater Master Plan (as amended).**
4. **It is the general policy of the city that water and sewer mains should be large enough to serve all the lots platted and, should the city determine oversizing is necessary, the city may participate in those lines greater than 8" for water and greater than 10" for sewer.**
5. **All utilities shall be required to extend across the full width of the last lot platted**

on each street proposed within the development, in such an alignment that it can be extended to the next property in accordance with the master sewer and water plans for the city, provided such plan(s) exist.

6. Properties already served by water and sewer shall not be required to install additional facilities unless, the current lines are not of adequate capacity to serve the proposed development; in which case the applicant will be required to install adequate facilities.
 7. Every lot of a plat shall have direct access to the water and sewer system. Utility service shall be from a water/sewer main located in an abutting right-of-way or through easements from the lot to a water/sewer main.
 8. The City provides a "pro rata" program that in some instances allows a person to recover some costs of extending a line from the point of availability to the person's property, thereby reducing the economic impact on the person constructing the line.
- e. Under limited circumstances, the City of Killeen Director, Public Works may allow the continued use of or the establishment of an on-site sewage facility in locations where sanitary sewer service is not readily available. Generally, sewer service shall be considered available when City owned infrastructure is located at a distance not to exceed 1000 feet that can accept gravity flow.

CAPITAL IMPROVEMENTS, AVAILABILITY AND LEVEL OF SERVICE

The City Council of the City of Killeen finds and determines it to be unnecessary to immediately acquire or construct any currently unscheduled Capital Improvements to provide the same type, kind and level of service which is presently being administered to other areas of the City with the same or similar topography, land use and population density. However, the annexation area has been included in the City of Killeen Water and Wastewater Master Plan, Transportation Thoroughfare Plan and into the City's capital improvements program (CIP) and comprehensive plans. Notwithstanding anything in this Service Plan, capital improvements in the Annexation Area shall be included with all other areas of the City for future planning for any new or expanded facilities, functions, and services to be funded by future capital improvements programs. The priorities assigned by these plans are driven by sound municipal planning principles and practices and a desire to maintain an equitable level of service to all areas of the City with the same population density, land use and topography characteristics.

Nothing in this plan shall require the City to provide a uniform level of municipal services to each area of the City, including annexed areas, if different characteristics of topography, land use, and population density are sufficiently distinct to justify a different level of service.

- **Topography** – The majority of the existing City of Killeen is located in the South Nolan Creek drainage basin. The City's sewer collection system transports wastewater to the Bell County WCID #1 Wastewater Treatment Plant located west of 38th Street on the north side of South Nolan Creek. The effluent from this plant is discharged into South Nolan Creek.

The annexation area is primarily within the Lampasas River drainage basin. The Stillhouse Hollow Lake segment of the Lampasas River has historically experienced high water quality. The discharge of treated effluent into Stillhouse Hollow Lake would have a negative impact as documented by background studies. A wastewater treatment plant to the southeast with a discharge into the South Nolan Creek is currently under contract. The Water and Wastewater Master Plan provides a timeline detailing the process for engineering and construction of water and wastewater collection and transportation facilities.

The basis for the Rate Based Service Components portion of the Annexation Service plan is the Water Wastewater Master Plan and the City of Killeen utility extension policy documented in Chapter 26, City of Killeen Code of Ordinances.

- Land Use – The City is characterized by clusters of lot/block residential development and platted professional, retail, industrial, and commercial development. The urban nature of the land use is so prevalent the Texas Department of Transportation required the reduction of speed limits on U.S. Highway 190. The only areas within the current City limits that are comparable to the proposed annexation area are the areas between Elms Road and Stan Schlueter Loop annexed in 1986.

The land use in the annexation area is characterized by lower density rural residential development.

- Population Density – In December 2002, the City of Killeen documented its estimated population to be 100,976 (Resolution 02-129R). The average annual rate of growth for the City of Killeen exceeds .036 percent. Applying this growth rate the population of the City is expected to grow to 120,508 by December 2007. With a corporate area of 45.09 square miles, the City of Killeen population density is approximately 2673 people per square mile. The population density of the annexation area by comparison is approximately 555 people per square mile.

Areas in the city that are comparable to the annexation area would include those areas that were developed prior to annexation. In these comparable areas, land uses were not managed prior to annexation and the supporting infrastructure was not designed or installed to meet City of Killeen standards. The standards of infrastructure construction and materials used were not subjected to City inspection. Examples of these areas would include areas to the south of the annexation area and areas south of Stan Schlueter Loop that were developed prior to annexation.

The area south of the annexation area that was annexed in 2004 and the area south of Stan Schlueter Loop are of similar topography. Like the area to the south, the annexation area is located in the Stillhouse Hollow Lake basin and will be served by the same sanitary sewer infrastructure and treatment plant as the area to the south.

The annexation area is characterized by lower density rural residential development. While the average density of 555 people per square mile is much less than the City of Killeen density of 2,673 people per square mile, there are comparable regions. More rural regions in the annexation

area compare to the similar agricultural areas to the south. The developed regions compare to the early phases of the Llewelyn Estates, Mary Ann subdivision, and Prairie View Estates.

Water and wastewater utility availability addresses the accessibility to a sufficient supply of water and the capacity of the wastewater system to accept and treat wastewater. The extension of utilities to any area of the City, to include the annexation area, is based on the Water and Wastewater Master Plan and the utility extension policy contained in Section 26-111 Division 3, Article IV Chapter 26 of the Killeen Code of Ordinances as amended.

The following projects were identified in the 2003 Water and Wastewater Master Plan as planned CIP Projects within the proposed annexation area, to be constructed through the issuance of 2010 Bonds.

Water CIP Program

- 2004 - West Stagecoach Road Waterline - Under Design
- 2007 - Trimmier Road Waterline
- 2007 - South Loop Waterline Phase I
- 2007 - Onion Road Waterline
- 2007 - East Stagecoach Road Waterline
- 2007 - Southeast Loop Waterline Phase II

Sewer CIP Program

- 2004 - Highway 195 Wastewater Improvements - Under Construction
- 2004 - Lift Station #20 & Force Main - Under Design
- 2010 - Trimmier Creek Interceptor Phase III

The sequencing of these projects is subject to change pending the next update of the Water and Sewer Master Plan, 2006.

Regular 1-22-08
Item # OR-2

CITY COUNCIL MEMORANDUM

AGENDA ITEM **DISCUSS AND CONSIDER AN
ORDINANCE ANNEXING
APPROXIMATELY 1300 ACRES AND
ADOPTING A SERVICE PLAN**

ORIGINATING DEPARTMENT **PLANNING & ECONOMIC
DEVELOPMENT**

BACKGROUND INFORMATION

On January 11, 2005, the City Council directed staff to modify the City's annexation plan to include approximately 1300 acres, located in the Robert Cunningham Survey, abstract 963, and the Azra Webb Survey, Abstract 857, Bell County, Texas. The effective date of the amended annexation plan was January 14, 2005. The area is generally described as the unincorporated areas to the north and south of Stagecoach Road extending from approximately Cunningham Road on the east to the western boundary of the Stagecoach Road and Wagonwheel Subdivisions on Stagecoach Road. Public hearings were completed on November 15th and 22nd 2005. Negotiations were made with landowners regarding provisions and funding of services to the proposed annexation area and a service plan was completed. This annexation will extend the City Council voting Districts 3 and 4 boundaries to the south. A graphic depiction of the area to be annexed is attached as Exhibit A. The service plan for this area is attached as Exhibit B. The third anniversary of the adoption of the amended annexation plan is January 14, 2008. In accordance with Local Government Code § 43.052(g), the City must adopt an ordinance annexing the area by the 30th day after the third year anniversary of the adoption of the annexation plan (February 13, 2008) or the area will not be available for annexation for an additional five years.

DISCUSSION/CONCLUSION

Staff has prepared an ordinance effecting annexation of approximately 1300 acres into the corporate limits of the City of Killeen. The ordinance assigns an initial zoning of "A" (Agricultural District) to the annexed area, extends voting Districts 3 and 4 and waives certain fees for one year from the effective date of the ordinance.

RECOMMENDATIONS

Staff recommends that the City Council discuss and consider approval of an ordinance annexing approximately 1300 acres into the corporate limits of the City of Killeen to include adopting the service plan attached as part of the annexation ordinance.

ORDINANCE 08-104

AN ORDINANCE ADOPTING A LAND USE PLAN FOR THE DEVELOPMENT OF LAND LOCATED WITHIN THE STAGECOACH ANNEXATION AREA; ESTABLISHING THE RELATIONSHIP OF THE LAND USE PLAN AND DEVELOPMENT GUIDELINES; PROVIDING FOR THE AMENDMENT OF THE LAND USE PLAN; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, per ordinance no. 08-006, agreed to complete a land use plan that would support the initial zoning of the Stagecoach region and provide additional protection by assuring that future zonings will be consistent with the land use plan; and

WHEREAS, the City Council finds that regulating land development through a land use plan within the Stagecoach region is necessary to protect the orderly growth and development of the area; and

WHEREAS, the City Council finds that future land uses within the Stagecoach region be consistent with the land Use Plan in order to prevent incompatible uses between existing development and future development and preserve a prevailing community character;

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

Section I. The Stagecoach Land Use Plan attached as an exhibit to this ordinance shall apply to all property located within the Stagecoach annexation region which was incorporated into the City of Killeen per ordinance 08-006. Any development existing as of the date of this ordinance that is not in compliance with this plan shall be considered non-conforming and may continue in its existing configuration but shall not be changed or expanded.

Section II. This Land Use Plan shall not relieve the developer or property owner from the responsibility to comply with all other applicable governmental regulations and instructions and code resolutions and ordinances of the City. In those instances where existing regulations and this Land Use Plan are in conflict the more stringent shall control.

Section III. An amendment to the Land Use Plan may be submitted by a citizen or an elected official or employee of the City of Killeen. Such amendment should state the applicant's reasons for submitting the recommended change. The proposed amendment shall be reviewed by the Planning and Zoning Commission. The City Council may approve an amendment by

ordinance following a public hearing at which the public is given the opportunity to give testimony and present written evidence.

Section IV. Should any section or part of this ordinance be declared unconstitutional or invalid for any reason it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

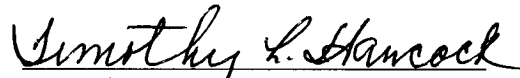
Section V. All ordinances and resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section VI. The Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect save and except as amended by this ordinance.

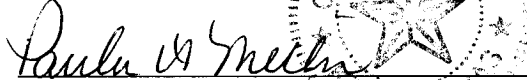
Section VII. This ordinance shall be effective after its passage and publication according to law.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 16th day of December 2008, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

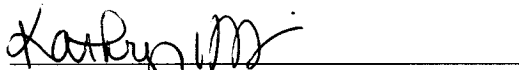

Timothy L. Hancock, MAYOR

ATTEST:


Paula A. Miller, CITY SECRETARY



APPROVED AS TO FORM


Kathryn H. Davis, City Attorney

Ord #08-_____.

Date: 11/26/2008

THE STAGECOACH REGION
LANDUSE PLAN



CITY OF KILLEEN
PLANNING/MAPPING
P.O. BOX 1329
KILLEEN, TEXAS 76540-1329

LEGEND
Landuse Designations

- COMMERCIAL
- MEDIUM DENSITY
- LOW DENSITY RESIDENTIAL



CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

**PLANNING AND ZONING COMMISSION
LAND USE PLAN FOR THE STAGECOACH
REGION**

ORIGINATING DEPARTMENT TM PLANNING & DEVELOPMENT SERVICES

BACKGROUND INFORMATION

The Stagecoach region consists of approximately 2.03 square miles, which is roughly 1,300 acres. The majority of this region lies south of Stan Schleuter Loop (FM 3470) between Trimmier Road and Cunningham Road, and north of Stagecoach Road. This area was annexed into the City of Killeen on January 22, 2008 as part of a three-year annexation process in accordance with Local government Code Section 43.052(c). The City Planning and Zoning Commission was tasked to: (i) initiate a land use study of the Stagecoach annexation area within twelve months of the effective date of the annexation; and (ii) provide a recommendation to City Council for a zoning concept plan of the area. The Planning and Zoning Commission has completed three public hearings on the land use plan (LUP) in accordance with the Stagecoach region annexation service agreement.

Purpose

The purpose of the LUP is to support the initial zoning of the Stagecoach region and provide additional protection by assuring that future zonings will be consistent with the land use plan. A land use plan is a collection of guidelines, maps, and other exhibits that serves as a community's blueprint for growth. The plan will be used to guide planning and development decisions in the Stagecoach region. The LUP should have a broad vision that describes the character this corridor should have for the future.

Neighborhood Characteristics

The Stagecoach region is made up of large undeveloped tracts, large lot single family homesites and conventional subdivisions. There are numerous platted subdivisions within the Stagecoach region as well as properties that have been divided by metes and bounds. The predominant land use is residential with some instances of business operations interspersed within the community. Land use and transportation are inextricably related and future growth and economic vitality depend upon a well-planned transportation network. The Thoroughfare Plan serves as the street hierarchy and classification plan for the City of Killeen. The Thoroughfare Plan lists arterials, collectors and local streets as the three street classifications within the Stagecoach region.

Arterial streets are those which are used primarily for higher speed and higher volume traffic. Routes for such streets shall provide for cross-town circulation and through-town movements.

Collector streets are those which carry traffic from minor streets to the major system of arterial streets, including the principal entrance, circulation streets of a residential development and streets for circulations within such a development of a residential subdivision. Local streets are those which are used primarily for access to abutting properties. The Thoroughfare Plan designates Trimmier Road, S. W.S. Young Drive, Stagecoach, and Featherline Roads as minor arterials with 90' of right-of-way. Onion Road and Love Road are designated as collectors with 70' right-of-way.

Land Use Categories

The Land Use Plan includes three broad based categories including low density residential, medium density residential and commercial.

- Low density residential includes single-family residential development consisting of lots one acre and greater in overall size. This land use designation is intended to preserve the larger lot and ranch style development historically seen within the Stagecoach region.
- Medium density residential consists of single-family residential development on lots less than one acre in overall size. This designation is intended to serve subdivision development and more conventional lots as seen in the Wagon Wheel Subdivision.
- The Commercial designation will allow for a variety of uses commonly associated with low intensity business and neighborhood retail use. The commercial designation should support the residential uses in the Stagecoach region and reduce vehicle trips. Street intersections serve as logical place destinations for commercial development along arterials and collectors. Intersections capture traffic, and allow businesses a feasible location in which to anchor their services.

The LUP's fundamental purpose is to provide guidance about the appropriate land uses and development patterns for this area. It should also be effective in "looking ahead" in order to anticipate future land use patterns. The LUP should serve as a tool to be used by citizens, property owners, and City officials as they review specific development proposals. As the Stagecoach region continues to develop over time, it may become necessary to amend the LUP to add additional categories.

RECOMMENDATIONS

Vice Chair Langford made a motion to recommend approval of the Stagecoach region land use plan and Commissioner Hicks seconded the motion. The motion carried 6 to 0 to send the proposed land use plan to the City Council for consideration.



City of Killeen

Legislation Details

File #: DS-18-081 **Version:** 1 **Name:** Discuss the MUD
Type: Discussion Items **Status:** Discussion Items
File created: 7/19/2018 **In control:** City Council Workshop
On agenda: 9/18/2018 **Final action:**
Title: Discuss and receive legal advice from the City Attorney regarding the city's legal rights and obligations regarding Bell County Municipal Utility District (MUD) #2
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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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 Workshop
On agenda: 9/18/2018 **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
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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 Workshop
On agenda: 9/18/2018 **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
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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 Workshop
On agenda: 9/18/2018 **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
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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).

Curtailement 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 Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount	Balance as of December 31, 2017
(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 =	\$ 51.15	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 =	\$ 52.15	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 =	\$ 247.74	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 =	\$ 250.74	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 Workshop

On agenda: 9/18/2018 **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
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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 WALKTROUGH 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 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

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

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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

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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.)

A handwritten signature in black ink, appearing to be 'JF', is located in the bottom right corner of the page.



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

- 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

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

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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

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**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.

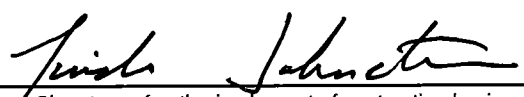
6 UNSWORN DECLARATION

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 Workshop
On agenda: 9/18/2018 **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
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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.

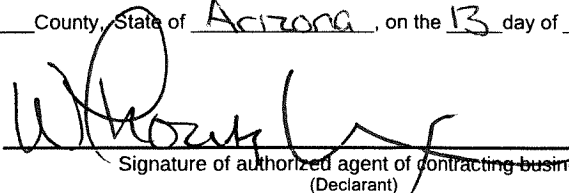
6 UNSWORN DECLARATION

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.

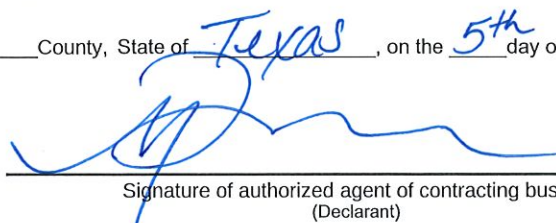
6 UNSWORN DECLARATION

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)

Kevin Schneider
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.

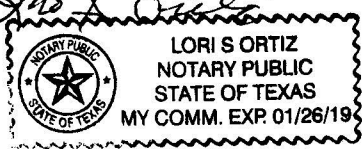
6 UNSWORN DECLARATION

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.

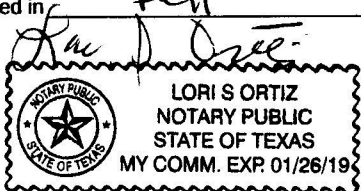
6 UNSWORN DECLARATION

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, 20 18.
(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.

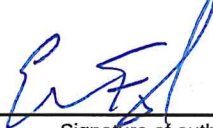
6 UNSWORN DECLARATION

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 Workshop
On agenda: 9/18/2018 **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
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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 Workshop
On agenda: 9/18/2018 **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
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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)
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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
External Antenna or Dish	\$33.00 per month
Flexible use equipment* (Includes 2 ATO groups and 1 gate group**)	\$ 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

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)
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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* (Includes 2 ATO groups and 1 gate group**)	\$ 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.

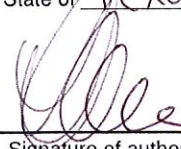
6 UNSWORN DECLARATION

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