



City of Killeen

Agenda City Council

Tuesday, June 9, 2015

5:00 PM

Killeen City Hall
101 North College Street
City Council Chambers

Call to Order and Roll Call

___ Scott Cospers, Mayor	___ Jim Kilpatrick
___ Jose Segarra	___ Brockley Moore
___ Elizabeth Blackstone	___ Jonathan Okray
___ Shirley Fleming	___ Juan Rivera

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

[MN-15-006](#) Consider minutes of Regular City Council meeting of May 26, 2015.

Attachments: [Minutes](#)

Resolutions

[RS-15-025](#) Consider a memorandum/resolution appointing an independent auditor for the fiscal year ending September 30, 2015.

Attachments: [Council Memorandum](#)

[Weaver Engagement Letter](#)

[RS-15-026](#) Consider a memorandum/resolution authorizing the award of a professional services agreement to Kasberg, Patrick & Associates, LP, to design the Water Line Rehabilitation Phase 1 Project.

Attachments: [Council Memorandum](#)

[Agreement](#)

[RS-15-027](#) Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.

Attachments: [Council Memorandum](#)
[Animal Advisory](#)
[Killeen Sister Cities Inc](#)
[KEDC](#)
[Hill Country Transit](#)
[TIRZ](#)
[KVI](#)

[RS-15-028](#) Consider a petition submitted by the Killeen Independent School District (KISD) requesting the extension of the corporate city limits of the City of Killeen, by annexing 32.757 acres located along the east right-of-way of Bunny Trail, approximately 2,460 feet south of W. Stan Schlueter Loop, Killeen, Texas.

Attachments: [Council Memorandum](#)
[Annexation Petition](#)
[Field Notes](#)
[Survey](#)

[RS-15-029](#) Consider a memorandum/resolution amending Exhibit F - Offsite Utility Plan included with the consent and development agreement between the City of Killeen, Bell County Municipal Utility District, No. 2, and WBW Land Investments, LP.

Attachments: [Council Memorandum](#)
[CCM/R 13-058](#)
[Amendment Request](#)
[First Amendment](#)

[RS-15-030](#) Consider a memorandum/resolution authorizing a purchase agreement with APAC Wheeler for Type B Hot Mix Asphalt through the TXSmartbuy Cooperative.

Attachments: [Council Memorandum](#)

Ordinances

[OR-15-006](#) Consider an ordinance amending Chapter 28 of the Code of Ordinances of the City of Killeen exempting disabled veterans and certain military award recipients from parking fees at the Killeen-Fort Hood Regional Airport as allowed in Section 681.008(b) of the Texas Transportation Code.

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

[OR-15-010](#) Consider an ordinance amending the Comprehensive Plan's Future Land Use Map (FLUM) for southeast Killeen and a portion of the extra-territorial jurisdiction (ETJ) south of Chaparral Road.

Attachments: [Council Memorandum](#)

[Exhibit A](#)

[Ordinance](#)

Public Hearings

[PH-15-022](#)

HOLD a public hearing and consider an ordinance authorizing the 2015-2019 Consolidated Strategic Plan submission and the 2015-2016 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (First of Two Public Hearings)

Attachments: [Council Memorandum](#)

[CDAC Minutes](#)

[CDAC Funding Allocations](#)

[Ordinance](#)

[2015-2019 Consolidated Strategic Plan Summary](#)

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 June 5, 2015.

Dianna Barker, City Secretary

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

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

Future Workshop Items

The following items have been scheduled for workshop discussion on the dates shown. The final scheduling of these items is dependent upon the presenters/interested parties being available on the dates projected.

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.

- *Mickey's Convenience Stores Dog Park Grand Opening, June 10, 2015, 10:00 a.m., Killeen Community Center Complex*
- *Army Birthday Celebration, June 13, 2015, 9:00 a.m., Downtown Killeen*
- *Juneteenth Festivities, June 18-20, 2015, Killeen Arts and Activity Center - Downtown Killeen*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-15-006 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of May 26, 2015
Type: Minutes **Status:** Minutes
File created: 5/19/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider minutes of Regular City Council meeting of May 26, 2015.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
May 26, 2015 at 5:00 p.m.

Presiding: Mayor Scott Cospier

Attending: Mayor Pro-Tem Jose Segarra, Council members Jim Kilpatrick, Juan Rivera, Shirley Fleming, Brockley Moore, Jonathan Okray, and Elizabeth Blackstone

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Coplin.

Chapman Dillard gave the invocation, and Councilmember Kilpatrick led everyone in the pledge of allegiance.

Approval of Agenda

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

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the May 12th Regular City Council meeting. Motion was seconded by Councilmember Okray. Motion carried unanimously.

Motion was made by Councilmember Rivera to approve the minutes of the May 19th Special Called City Council meeting. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Resolutions

RS-15-015A Consider a memorandum/resolution authorizing the City Manager to enter into an advance funding agreement with the Texas Department of Transportation for the Gateway Monument (on SH 195 at the southern city limits) project.

Staff comments: Scott Osburn

By entering into this agreement with TxDOT, the City agrees the project will include funding through the State Governor's GCAA program to a maximum amount of \$290,000 and that the City of Killeen is responsible for 100% of all estimated construction costs above that amount. City staff recommends that the City Council authorize the City Manager to enter into an advance funding agreement with the Texas Department of Transportation for the Gateway Monument project.

Motion was made by Councilmember Blackstone to approve RS-015A. Motion was seconded by Councilmember Okray. Motion carried unanimously.

RS-15-015B Consider a memorandum/resolution to authorize the City Manager to execute a landscape maintenance agreement for the Gateway Monument project with the Texas Department of Transportation.

Staff comments: Scott Osburn

Staff recommends that the City enter into the landscape maintenance agreement for the Gateway Monument project with the Texas Department of Transportation and that the

City Manager is authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Okray to approve RS-015B. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-15-016 Consider a memorandum/resolution authorizing Change Order No. 37 with James Construction Group, LLC to the US 190/FM 2410/Rosewood Drive project.

Staff comments: George Lueck

Staff recommends that the City Council authorize the Change Order No. 37 with James Construction Group, LLC increasing the cost of the contract by \$81,923.78.

Motion was made by Councilmember Rivera to approve RS-016. Motion was seconded by Councilmember Blackstone. Motion carried unanimously.

RS-15-017 Consider a memorandum/resolution authorizing Change Order No. 38 with James Construction Group, LLC to the US 190/FM 2410/Rosewood Drive project.

Staff comments: George Lueck

City staff recommends that the City Council authorize the Change Order No. 38 with James Construction Group, LLC decreasing the cost of the contract by \$107,342.92.

Motion was made by Councilmember Kilpatrick to approve RS-017. Motion was seconded by Councilmember Moore. Motion carried unanimously.

RS-15-018 Consider a memorandum/resolution authorizing the award of a professional services agreement with Kasberg, Patrick & Associates, LP to design the Onion Road Area Water Line Project.

Staff comments: Steve Kana

Recommend that the City Council authorize the City Manager to enter into an agreement with KPA for a professional services agreement for the design and contract administration of the Onion Road Area Water Line Project in the amount of \$119,905.00, and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Blackstone to approve RS-018. Motion was seconded by Mayor Pro-Tem Segarra. Motion carried unanimously.

RS-15-019 Consider a memorandum/resolution authorizing a lease agreement with C&M Golf and Grounds Equipment for Parks and Recreation mowing equipment utilizing the TASB Buy Board.

Staff comments: Brett Williams

Staff recommends that the City Council authorize the lease of ten pieces of mowing equipment over thirty-six months to C&M Golf and Grounds of Waco, Texas, and that the city manager is 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-019. Motion was seconded by Councilmember Moore. Motion carried unanimously.

RS-15-020 Consider a memorandum/resolution to authorize the award of a professional services contract to Halff & Associates to prepare a Parks Master Plan.

Staff comments: Brett Williams

Staff recommends City Council authorize the city manager to enter into a professional services contract with Halff & Associates in the amount of \$74,900 to provide parks master plan services.

Motion was made by Mayor Pro-Tem Segarra to approve RS-020. Motion was seconded by Councilmember Okray. Motion carried unanimously.

RS-15-021 Consider a memorandum/resolution authorizing the lease of a bulldozer for the Solid Waste Transfer Station.

Staff comments: Grant Roach

Staff recommends the procurement of the dozer from WPI, through the TASB BuyBoard, on a three-year lease of \$2,265.46 per month, and the City Manager or designee is authorized to approve the purchase of the equipment at the end of the three-year lease period for \$62,000.00, if the purchase is approved in the FY 17-18 budget, and that the City Manager or designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Moore to approve RS-021. Motion was seconded by Councilmember Blackstone. Motion carried unanimously.

RS-15-022 Consider a memorandum/resolution authorizing the donation of obsolete City property to the Bell County Information Technology Department.

Staff comments: Tom Moore

The City Staff requests that City Council find that the donation of items to the Bell County IT Department serves a public purpose and allow the property to be transferred.

Motion was made by Councilmember Kilpatrick to approve RS-022. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-15-023 Consider a memorandum/resolution approving the investment report for the quarter ended March 31, 2015.

Staff comments: Dr. Ann Farris

Staff recommends that the City Council approve the investment report for the quarter that ended March 31, 2015.

Motion was made by Councilmember Moore to approve RS-023. Motion was seconded by Councilmember Blackstone. Motion carried unanimously.

RS-15-024 Consider a memorandum/resolution approving the appointment of an Executive Director of Finance.

Staff comments: Dr. Ann Farris

Staff recommends Jonathan Locke be appointed to serve as Executive Director of Finance.

Motion was made by Councilmember Rivera to approve RS-024. Motion was seconded by Councilmember Moore. Motion carried unanimously.

Ordinances

- OR-15-009** Consider an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy, Corp., Mid-Tex Division, regarding the 2014 and 2015 Rate Review Mechanism Filings.

The City Secretary read the caption of the ordinance.

AN ORDINANCE 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 2014 AND 2015 RATE REVIEW MECHANISM FILINGS; APPROVING A SETTLEMENT AGREEMENT WITH ATTACHED RATE TARIFFS AND PROOF OF REVENUES; 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 SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE 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 ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

Staff comments: Traci Briggs

There is no fiscal impact to the City. The average monthly bill impact for a residential customer will be an increase of \$1.14 per month, an increase of 1.59%. The average commercial customer will see an increase of \$2.69, or 0.96%. The ACSC Executive Committee, of which the City is a member based on population, recommends adopting the ordinance approving the negotiated settlement agreement resolving the 2014 and 2015 RRM filings, and implementing the rate changes.

Motion was made by Councilmember Okray to approve OR-009. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Public Hearings

- PH-15-021A** Consider a memorandum/resolution to purchase mechanic toolkits for Fleet Services.

Staff comments: Stu McLennan

The cost to purchase fourteen master mechanic toolkits from Snap-on leveraging TXMAS contracts 3-51V-010 and 445-A1 is \$152,748.12. Staff recommends the city manager be authorized to take all actions necessary to purchase fourteen master mechanic toolkits from Snap-on for Fleet Services.

Motion was made by Councilmember Kilpatrick to approve PH-021A. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

- PH-15-021B** HOLD a public hearing and consider an ordinance amending the FY 2015 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing a Water and Sewer Fund account by \$152,749 to fund the purchase of 14 tool kits for Fleet Services.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2015 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE WATER AND SEWER FUND EXPENDITURE ACCOUNT BY \$152,749; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Stu McLennan

Staff recommends that the City Council approve this ordinance amending the FY 2015 Municipal Operating budget by \$152,749.

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

Motion was made by Councilmember Fleming to approve PH-021B. Motion was seconded by Councilmember Blackstone. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Rivera, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 5:40 p.m.



City of Killeen

Legislation Details

File #: RS-15-025 **Version:** 1 **Name:** Appoint Independent Auditor for FY2015
Type: Resolution **Status:** Resolutions
File created: 5/1/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider a memorandum/resolution appointing an independent auditor for the fiscal year ending September 30, 2015.
Sponsors: City Auditor, Finance Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Weaver Engagement Letter](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Appointing the independent audit firm, Weaver LLP, for the fiscal year ending September 30, 2015, audit.

ORIGINATING DEPARTMENT

City Auditor

BACKGROUND INFORMATION

The City Charter states that the Council shall designate qualified public accountants to conduct an independent audit of all City accounts and other evidences of financial transactions of the City government and submit their report to the Council. Additionally, Texas Local Government Code requires an annual audit of municipal finances to be performed by a qualified certified public accountant.

DISCUSSION/CONCLUSION

The City's audits are required to be performed in accordance with generally accepted auditing standards, the standards set forth in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Single Audit Act Amendments of 1996, the U.S. Office of Management and Budget (OMB) Circular A-133, and Audits of State and Local Governments.

In July 2012, the City issued a request for proposals for independent audit services for the fiscal years ended September 30, 2012 and 2013, with a renewal option for three additional years. The qualified public accounting firm that was appointed by Council at that time was Weaver LLP. Weaver LLP has conducted the City's audit for the fiscal years ended September 30, 2012, 2013, and 2014 in accordance with the applicable standards and presented the City Council with quality audits of the City's finances in a timely manner. Their examinations of the City's financial records were thorough and their service fees were fair. They were available for meetings and discussions with City personnel concerning accounting issues, and they were willing to answer questions and provide financial guidance when requested. The firm employs a governmental audit staff large enough to adequately perform the annual audit of the City of Killeen in a timely manner.

FISCAL IMPACT

The engagement letter from Weaver LLP proposes to perform the audit for the fiscal year ending September 30, 2015, for a fee not to exceed \$102,000. This fee is in line with the proposal Weaver LLP submitted to the City in 2012. Funding has been provided in various professional services accounts located in the major funds in the FY2015-16 proposed budget.

RECOMMENDATION

City staff and the Audit Committee recommend that Weaver LLP be engaged to perform the annual independent audit for the City of Killeen for the fiscal year ending September 30, 2015, and that the City Manager be authorized to contract for professional services provided by Weaver LLP, to include the approval of any necessary change orders meeting state law and charter requirements.



May 1, 2015

To the City Council and
Mr. Glenn Morrison, City Manager
City of Killeen
101 North College Street
Killeen, Texas 76541

Dear Mr. Morrison:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Killeen (the City), as of September 30, 2015, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2015. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Retirement Plans- Supplemental Information
4. Post Employee Benefits Other than Pensions- Supplemental Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual fund financial statements and schedules
2. Schedule of expenditures of federal awards
3. Schedule of passenger facilities charges

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*; and internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs.

City of Killeen
May 1, 2015

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If our opinions on the financial statements or compliance are other than modified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* issued by the Comptroller General of the United States of America. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

City of Killeen
May 1, 2015

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As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Also, as required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. For safeguarding assets;
- d. For identifying all federal awards expended during the period;
- e. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
- f. For the design, implementation, and maintenance of internal control over compliance;
- g. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- h. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- i. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- j. For submitting the reporting package and data collection form to the appropriate parties;
- k. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- l. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- m. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the City's auditor;
- n. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- o. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter;

- p. With respect to any nonattest services we perform , for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities; and
- q. With regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited consolidated financial statements, or if the supplementary information will not be presented with the audited consolidated financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures. Thus, the City agrees that we will not be liable for any damages or otherwise responsible for any misstatements in the City's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management. Moreover, the City agrees to indemnify and hold us harmless from any claims and liabilities, including reasonable attorneys' fees, expert fees and costs of investigation and defense, arising out of or related to this engagement if false or misleading representations are made to us by any member of the City's management.

City of Killeen
May 1, 2015

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Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the Organization. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussion fail be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Mediation is not a pre-condition to the arbitration provided for below and the failure or refusal by either party to request or participate in mediation shall not preclude the right of either party to initiate arbitration. We agree to conduct the mediation in Dallas, Texas or another mutually agreed upon location.

City of Killeen
May 1, 2015

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Both of us agree that any dispute arising from the engagement, this agreement or the breach of it shall be subject to binding arbitration under the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and of the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA (the Rules), and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with the Rules. The parties agree to conduct the arbitration in Dallas, Texas or another mutually agreed upon location. The arbitrator may only award direct damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' and expert witness fees, court costs, and the administrative costs, arbitrator's fees, and expenses of the AAA incurred in the arbitration or litigation in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither of us shall be compelled to arbitrate any dispute between us which arises out of any claim asserted against either of us by a third party, unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the arbitrator(s) or Court, as the case may be, should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

City of Killeen
May 1, 2015

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Mr. Jerry Gaither is the engagement partner for the audit services specified in this letter. His responsibilities include supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We estimate that the fee for our audit will be \$102,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fee is based upon the complexity of the work to be performed and the tasks required. Fees for our services are due upon receipt of our invoice. For bills not paid within 60 days of the billing date, a late charge will be added to the outstanding balance. The late charge will be assessed at .5% on the unpaid balance per month, or payments are due in compliance with the Texas Local Government Code.

The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

City of Killeen
May 1, 2015

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The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

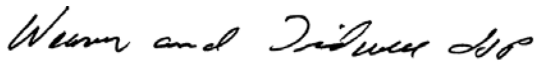
During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Yours truly,



WEAVER AND TIDWELL, L.L.P.

JLG:res

RESPONSE:

This letter correctly sets forth the understanding.

Acknowledged and agreed on behalf of City of Killeen by:

Signature: _____

Title: _____

Date: _____



System Review Report

October 4, 2013

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weave and Tidwell, L.L.P. (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (Service Organizations Control (SOC) 1 and 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to non-SEC issuers in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver and Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP



City of Killeen

Legislation Details

File #: RS-15-026 **Version:** 1 **Name:** Water Line Rehab Phase 1
Type: Resolution **Status:** Resolutions
File created: 5/12/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing the award of a professional services agreement to Kasberg, Patrick & Associates, LP, to design the Water Line Rehabilitation Phase 1 Project.
Sponsors: Public Works Department, Water & Sewer, Engineering
Indexes:
Code sections:
Attachments: [Council Memorandum Agreement](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize the Award of a Professional Services Agreement to Kasberg, Patrick & Associates, LP, To Design the Water Line Rehabilitation Phase 1 Project

ORIGINATING DEPARTMENT

Public Works - Water and Sewer Division

BACKGROUND INFORMATION

The 2012 Water and Wastewater Master Plan includes a project that will rehabilitate or replace approximately 19,000 feet of old or under-sized water lines in an area encompassed by 10th Street, W.S. Young, Rancier, and Veterans Memorial Boulevard (Project 3W). The rehabilitation/replacement of these water lines will help reduce the number of water line breaks, increase available fire flow, and improve water quality in this area.

DISCUSSION/CONCLUSION

Kasberg, Patrick & Associates (KPA) is on the City's prequalified list for engineering services and has extensive experience with the design of water lines. Their proposal includes a final design, bidding documents, and construction administration services necessary for the construction of this project. After negotiating a fair and reasonable price for KPA's engineering service, City staff recommends approval of their proposal to design the Water Line Rehabilitation Phase 1 Project for a total amount of \$149,060.00.

FISCAL IMPACT

Funding for this project is available in the amount of \$149,060.00 through Account Number 386-3495-800.54-83 of the 2012 Water & Sewer Bond.

RECOMMENDATION

Recommend that the City Council authorize the City Manager to enter into an agreement with KPA for a professional services agreement for the design and contract administration of the Water Line Rehabilitation Phase 1 Project in the amount of \$149,060.00 and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and Kasberg, Patrick & Associates, LP (“ENGINEER”).

OWNER intends to design and construct/replace/rehabilitate approximately 19,000 ft. of water main in the southeast quadrant of E. Rancier Ave. (FM 439) and N. 10th St. and bounded by E. Ave East to the south and N. 24th St. to the east.
 (“Project”)

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

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 therefor, 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, 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.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer Shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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 ENGINEER's 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.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the

performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations

applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. 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 (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and

ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 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 terms hereof 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 such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; 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,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.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 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.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 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 6.08.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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive

Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event 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 consultant(s) or contractor(s) 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.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels

established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the

Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly

construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 3 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 1 page.

G. Exhibit G, "Insurance," consisting of 2 page.

H. Exhibit H, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) 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.

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

OWNER:

City of Killeen

By: Glenn Morrison

Title: City Manager

Date Signed: _____

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Steve Kana, P.E.

Title: Director of Water and Sewer Utilities

Phone Number: 254-501-7623

Facsimile Number: 254-501-6321

E-Mail Address: skana@killeentexas.gov

ENGINEER:

By: Rick N. Kasberg, P.E.

Title: President

Date Signed: _____

Address for giving notices:

One South Main

Temple, Texas 76501

Designated Representative (paragraph 6.02.A):

Ginger R. Tolbert, P.E.

Title: Principal

Phone Number: (254) 773-3731

Facsimile Number: (254) 773-6667

E-Mail Address: gtolbert@kpaengineers.com

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A. ENGINEER shall perform the following tasks:

A1.01 Final Design

- A. Coordinate and Attend Kick off Meeting with City Staff
- B. Obtain and Review water and wastewater record drawings from City.
- C. Request for City to mark existing utilities.
- D. Provide Design survey.
- E. Process design survey, create existing ground surface and illustrate topographical features.
- F. Prepare preliminary alignment (30% Review Set) for water line improvements.
- G. Submit preliminary alignment for review
- H. Incorporate comments.
- I. Prepare Final Plans and Specifications
- J. Prepare Quantity Take-off
- K. Prepare Opinion of Probable Construction Cost
- L. Prepare Bid Schedule.
- M. Provide Review Set to City
- N. Incorporate Comments.
- O. Prepare Bid Documents.
- P. Prepare Advertisement and provide to City.
- Q. Quality Assurance

A1.02 Bidding

- A. Solicit bidders.
- B. Monitor status/number of bidders on plan holders list.
- C. Prepare for and conduct Pre-Bid Conference.
- D. Address contractor questions during bid process.
- E. Prepare addenda as required.
- F. Attend Bid Opening.
- G. Tabulate bids and recommend contract award.
- H. Attend meeting for council award of bid.
- I. Prepare and Distribute "Released for Construction" Drawings.

A1.03 Construction Administration Services

- A. Prepare for and conduct pre-construction conference.
- B. Review submittals for compliance with City standards.
- C. Provide periodic site visits by engineer to observe materials and construction.
- D. Conduct monthly construction meetings.
- E. Address Requests for Information (RFIs)
- F. Review/Prepare pay requests and recommend payment.
- G. Communicate with City Staff regarding project status and schedule.
- H. Prepare change orders as required.
- I. Coordinate tie-ins and abandonment with City Staff.
- J. Conduct final walk through and prepare punch list

K. Prepare Record Drawings and submit to City.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Part A, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____

Initial:

OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of \$149,060.00 based on the following assumed distribution of compensation:

- a. Final Design Phase \$114,810.00
- b. Bidding and Negotiating Phase \$ 6,540.00
- c. Construction Phase \$ 27,710.00

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT D**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

NOT APPLICABLE

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER _____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Onion Road Water Line

OWNER: City of Killeen

OWNER's Construction Contract Identification: 413-003

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER’s knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR’s work) under ENGINEER’s Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER’s knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER’s Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR’s performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER _____

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

NOT APPLICABLE

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER _____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|---|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ 500,000 |
| 2) Disease, Policy Limit: | \$ 500,000 |
| 3) Disease, Each Employee: | \$ 500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ 4,000,000 |
| 2) General Aggregate: | \$ 4,000,000 |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| a) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ 500,000 |

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C, No, Ext): (214) 503-1212 E-MAIL ADDRESS:		FAX (A/C, No): (214) 503-8899
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Kasberg, Patrick & Associates, LP One South Main Street Temple TX 76501	(254) 773-3731		INSURER A: Catlin Insurance Company, Inc. 19518
			INSURER B:
			INSURER C:
			INSURER D:
			INSURER E:

COVERAGES CERTIFICATE NUMBER: Cert ID 25821 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AED-209136-0715	7/1/2014	7/1/2015	Per Claim/Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible.

CERTIFICATE HOLDER Master Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brian R Hadar</i>

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER _____

Special Provisions

No Further Agreements



City of Killeen

Legislation Details

File #: RS-15-027 **Version:** 1 **Name:** Appointment of Council Members to Various Boards
Type: Resolution **Status:** Resolutions
File created: 5/13/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Animal Advisory](#)
[Killeen Sister Cities Inc](#)
[KEDC](#)
[Hill Country Transit](#)
[TIRZ](#)
[KVI](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Consider a memorandum/resolution appointing Council Members to various Boards and Commissions.

ORIGINATING DEPARTMENT

City Attorney

BACKGROUND INFORMATION

The City of Killeen has various boards, commissions, and commissions sub-committees. All of these groups serve in advisory capacities and are appointed by the Mayor and City Council. Several appointments are available for Council consideration.

DISCUSSION/CONCLUSION

The memorandum/resolution is necessary to confirm and/or establish the replacement of the outgoing Council members on the below-discussed committees. The appointments to consider are as follows:

Animal Advisory

Current Member	Status	New Member	Comments
Wayne Gilmore	Outgoing Council Member		Elected Official Representative

Killeen Sister Cities

Current Member	Status	New Member	Comments
Steve Harris	Outgoing Council Member		Elected Official Representative

Killeen Economic Development Corp (KEDC)

Current Member	Status	New Member	Comments
Terry Clark	Outgoing Council Member		Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Terry Clark	Outgoing Council Member		Elected Official Representative

Tax Increment Reinvestment Zone Number Two (TIRZ)

Current Member	Status	New Member	Comments
Wayne Gilmore	Outgoing Council Member		City Representative
Terry Clark	Outgoing Council Member		City Representative

Killeen Volunteers Inc. (KVI)

Current Member	Status	New Member	Comments
Terry Clark	Outgoing Council Member		Elected Official Representative

FISCAL IMPACT

There is no fiscal impact with these changes.

RECOMMENDATION

It is recommended that the City Council appoint individuals to fill vacancies.

ANIMAL ADVISORY COMMITTEE

Name	Address	Phone-W Phone-H Phone-C	Initial Appt.	Term Length - 2 Years -
Jerris Mapes City Official	P O Box 1392 Killeen 76540	501-8811	201	
Wayne Gilmore City Councilmember	2105 Lakeview Lp Killeen 76543	289-8665	2012	2014-16
George Fox Humane Society Representative	1906 Hooten Dr Killeen 76543	699-9183	2004	2014-16
Katherine Fischer Citizen Representative	1021 Tumbleweed Dr Killeen 76542	616-6800 634-0084	2012	2014-16
Petra Cannon Citizen Representative	1230 Chippendale Dr Killeen 76549	553-0374 526-2380	2012	2014-16
Jonathan Okray City Councilmember	4210 Windwood Dr Killeen 76542	251-7146	2012	2014-16
David Tribby Citizen Representative	2900 Wesley Dr Killeen 76549	554-7297 285-9878	2012	2014-16
Edward Tucker Animal Services Manager	P O Box 1329 Killeen 76540		2014	2014-16
Laura K. Szeremi, DVM Veterinarian	P O Box 10699 Killeen 76547	526-4118	2005	2013-15

Membership/Duties: An animal advisory committee shall be appointed by the city manager and shall be composed of at least one licensed veterinarian, one city official, one person whose duties include the daily operation of an animal shelter, one representative from an animal welfare organization or humane society, two city Council members, and three public members. The animal advisory committee shall advise and make recommendation to the city council pertaining to animals and the ordinance.

Source: Health & Safety Code, Section 823.005 and City of Killeen Code of Ordinances, Chapter 6, Section 34

Term of Office: 2 Years

Meetings: Monthly, 3rd or 4th Thursday (12 Noon)

Appointing Body: City Manager

Appointments Sub-committee: All Council

Department Responsible: Police Department/Animal Control

KILLEEN SISTER CITIES, INC. BOARD OF DIRECTORS

Name	Address	Phone-W Phone-H Phone-C	Initial Appt.	Term Length -2 Years-
Elizabeth Blackstone City Councilmember	601 Illinois Ave Killeen 76541	634-5090	2012	2014-16
Steve Harris City Councilmember	5301 Bridle Dr Killeen 76549	251-6902	2013	2013-15
Juan Rivera City Councilmember	4909 Bending Trl Killeen 76542	624-0872	2014	2014-16
Doris Owens Citizen Representative	1101 N. Twin Creek Dr Apt 81 Killeen 76543	245-7573	2010	2013-15
Ursula Silva Citizen Representative	4802 Fawn Drive Killeen, TX. 76542	254/699-4686 512/576-8621	April 2015	2013-15
Lisa Humphreys Osan Committee Representative	PO Box 4186 Killen 76540	681-7616	2010	2013-15
San Juan Committee Representative				
Jose Segarra <i>Ex Officio</i> Mayor's Designee	2109 Flagstaff Dr Killeen 76543	290-0548	2012	2012-14
Aimee Nazarilo-Ovalle <i>Ex Officio</i> Youth Advisory Committee Representative	Killeen 76541		2014	2014-16
Jonathan Packer <i>Ex Officio</i> Chairperson-Greater Killeen Chamber of Commerce	1 Santa Fe Plaza Dr Killeen 76541	526-9551	2013	2013-15

Membership/Duties:

The business, corporate powers and property of the Corporation shall be exercised, conducted and controlled by a Board of Directors appointed by the Killeen City Council. The Board of Directors will consist of five members plus one member from each Individual Sister City Committee. Three of the five members will be Killeen City Council Members. Directors shall be residents of Texas. Directors shall be members of the Corporation, except for the Killeen City Council Members.

Source:

Resolution 93-66 and 94-130; Killeen Sister Cities, Inc., Bylaws

Term of Office:

2 years, except the YAC representative shall serve a one-year term

Appointing Body:

City Council

Appointments Sub-committee:

All Council

Department Responsible:

City Attorney's Office

KILLEEN ECONOMIC DEVELOPMENT CORPORATION

Name	Address	Phone-W Phone-H	Initial Appt.	Term Length - 3 Years -
Steve Hanik KIF Representative	CenturyLink 1300 Dogwood Killeen, TX. 76543	628-4411	2014	2014-17
John Gilmore KIF Representative	P O Box 85 Killeen 76540	634-5421	2013	2013-16
Charlie Watts Chamber Representative	PO Box 996 Killeen 76540	699-7100	2013	2013-16
Carlyle Walton Chamber Representative	Metroplex 2201 S. Clear Creek Rd Killeen 76549	519-8165	2009	2012-15
Jim Foster KIF Representative	3701 E Central Texas Expy Killeen 76543	634-2224	2012	2012-15
Elizabeth Blackstone City Representative	601 Illinois Killeen 76541	251-7136	2012	2014-16
Curt Gaines Chamber Representative	P O Box 790 Killeen 76540	200-7756	2011	2014-17
Scott Cospoer City Representative	2110 Southport Dr Killeen 76542	290-1042	2014	2013-16
Terry Clark City Representative	1012 Tumbleweed Dr Killeen 76542	466-9082	2012	2012-15

*Filled unexpired term

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

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

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

Term of Office: 3 Year Terms, staggered

Meetings: As needed

Appointing Body: City Council

Appointments Sub-committee: All Council

Department Responsible: Chamber of Commerce

HILL COUNTRY TRANSIT DISTRICT

Name	Address	Phone-W Phone-H	Initial Appt.	Term Length
Terry Clark	1012 Tumbleweed Dr Killeen 76542	466-9082		Through January 2015*

*Filled unexpired term

Membership:

The Interlocal Agreement with the Hill Country Transit District provides for a Board of Directors as set for in the bylaws. The interlocal agreement states in Section III: *“The cities of Copperas Cove, Harker Heights, and Killeen shall each have not less than one voting member on the Board of Directors of the Hill Country Transit District upon executive of this agreement by the named city, and for as long as this agreement is in effect.”*

Meetings:

Quarterly

Appointing Body:

City Council

Appointments Sub-committee:

Juan Rivera, Wayne Gilmore

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD

Name	Address	Phone-W Phone-H Phone-C	Initial Appt.	Term Length - 2 Years -
Wayne Gilmore City Representative	2105 Lakeview Lp Killeen 76543	289-8665	2012	2014-16
Terry Clark City Representative	1012 Tumbleweed Dr Killeen 76542	289-2329	2014	2013-15
Jose Segarra City Representative	2109 Flagstaff Dr Killeen 76543	251-7153	2012	2013-15
Patton Kaufman City Representative	c/o First Texas Bank P.O. Box 609 Killeen 76540	634-2132 681-9202	2008	2014-16
Tim Brown Bell County Representative	101 E. Central Ave Belton 76513	939-3521	2008	2013-15
John Fisher Bell County Representative	101 E. Central Ave Belton 76513	939-3521	2008	2014-16
Rex Weaver Central Texas College Representative	12643 Oakalla Rd Killeen 76549	702-6860	2008	2014-16

Membership: The Tax Increment Reinvestment Zone Number Two Board shall consist of seven members. Four members appointed by the city council, and one member from each taxing entity. Members must be at least 18 years old and be a resident of the county or own real property in the zone, whether or not the person resides in the county.

Duties: The Tax Increment Reinvestment Zone Number Two Board will be responsible for making recommendations to City Council concerning the administration of the zone.

Source: Texas Tax Code Chapter 311-009; and Ordinance #08-089 (11-4-08)

Term of Office: 2 Year Terms, staggered

Meetings: As needed

Appointing Body: City Council

Appointments Sub-committee: All Council

Department Responsible: Planning and Development Services

KILLEEN VOLUNTEERS, INC. – BOARD OF DIRECTORS

Name	Address	Phone-W Phone-H Phone-C	Initial Appt.	Term Length - 2 Years -
Steve Moore Fort Hood Representative	P.O. Box 10475 Killeen 76547	287-7545 291-4712	2007	2013-15
Margaret Tucker Citizen Representative	1103 Toliver St Killeen 76541	526-0593	2013	2013-15
TaNeika Driver-Moultrie Citizen Representative	209 Sandra Sue Dr Killeen 76542	338-1562 554-4226	2013	2013-15
Rachel Brent Citizen Representative	1802 Sandstone Dr Killeen 76549	247-8438 616-1715	2013	2013-15
Lawrence Holly Citizen Representative	5021 Lakeshore Dr Killeen 76543	690-1084 289-1084	2011	2013-15
Debbie Nash-King Citizen Representative	2509 Little Nolan Rd Killeen 76542	317-1563 291-6995	2013	2014-16
AnaLuisa Carrillo-Tapia Citizen Representative	4401 Sand Dollar Dr. Killeen, TX. 76549	213-4811 392-0962	2014	2014-16
Benton Goodnight Celebrate Killeen Chairman	2360 Reese Creek Rd Killeen 76549	290-4034 526-3563	2006	2013-15
Linda Knotts Citizen Representative	3212 Carpet Ln Killeen 76549	458-0663	2013	2013-15
Bryan Whiteside YAC Representative			2014	2014-16
Jim Kilpatrick Citizen Representative	904 Turtle Bend Dr. Killeen, TX. 76542	526-2710 289-1008	2014	2014-16
Elizabeth McDaniel Citizen Representative	6107 Mosaic Trail Killeen, TX. 76542	338-6156 554-4201	2014	2014-16
Raquel Watkins Citizen Representative	713 Draco St Killeen 76542	432-9763	2014	2014-16
Colen Wilson Keep Killeen Beautiful Chairman	3900 Maid Marion Cir Killeen 76549	501-7885 258-3167	2007	2014-16
Ed Frazee Volunteer Corps Chairman	4108 Windwood Dr Killeen 76542	247-2116 291-9565	2013	2013-15
Aimee Nesse Chamber Representative	2501 Ridglea Ct. Killeen 76543	200-2001	2013	2013-15
Brenda Smith KISD Representative	KLSS 902 N. 10 th St Killeen 76541	336-0211 690-2291 290-5968	2009	2013-15
Jim Yeonopolus CTC Representative	6200 West Central Texas Expy Killeen 76549	526-1781	1993	2014-16
Elizabeth Blackstone City Council Representative (Ex-Officio)	601 Illinois Ave Killeen 76541	634-5090	2012	2013-15
Jose Segarra City Council Representative (Ex-Officio)	2109 Flagstaff Dr Killeen 76543	251-7153	2013	2013-15

*Filled unexpired term

Membership/Duties: Killeen Volunteers, Inc. is a 20-member board organized exclusively for charitable, educational, and scientific purposes, for the purpose of benefiting and accomplishing a public purpose of the City of Killeen. Members must be a resident of the State of Texas.

Source: Articles of Incorporation and By-Laws of Killeen Volunteers, Inc.
Term of Office: 2 Year Terms, staggered
Meetings: Monthly, 4th Tuesday at 11:30 a.m.
Appointing Body: City Council
Appointments Sub-committee: Elizabeth Blackstone, Terry Clark
Department Responsible: Director of Volunteer Services



City of Killeen

Legislation Details

File #: RS-15-028 **Version:** 1 **Name:** Voluntary Annexation KISD
Type: Resolution **Status:** Resolutions
File created: 5/18/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider a petition submitted by the Killeen Independent School District (KISD) requesting the extension of the corporate city limits of the City of Killeen, by annexing 32.757 acres located along the east right-of-way of Bunny Trail, approximately 2,460 feet south of W. Stan Schlueter Loop, Killeen, Texas.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Annexation Petition](#)
[Field Notes](#)
[Survey](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

CONSIDER A PETITION TO EXTEND THE CORPORATE CITY LIMITS OF THE CITY OF KILLEEN BY ANNEXING APPROXIMATELY 32.757 ACRES LOCATED ALONG THE EAST RIGHT-OF-WAY OF BUNNY TRAIL, APPROXIMATELY 2,460 FEET SOUTH OF W. STAN SCHLUETER LOOP (FM 3470).

ORIGINATING DEPARTMENT

Planning & Development Services

BACKGROUND INFORMATION

Nature of the Request

The City of Killeen is permitted by the Local Government Code §43.028 to accept and act on petitions for voluntary annexation. The Killeen Independent School District, the petitioner, submitted a petition to the City on May 13, 2015, requesting that the City annex approximately 32.757 acres, being out of the Eugene LaSere Survey, Abstract No. 527, Bell County, Texas. The property is located on the east right-of-way of Bunny Trail, approximately 2,460 feet south of W. Stan Schlueter Loop (FM 3470). The property will be developed as a public school site.

DISCUSSION/CONCLUSION

The Local Government Code requires that the governing body hear the petition, hear arguments for and against, and grant or refuse the petition after the 5th day, but before the 30th day, after the petition is filed. If the petition is granted, the planning staff will prepare an ordinance to effectuate the annexation. The approximate 32.757 acres parcel, when annexed, will initially be zoned "A" (Agricultural District) as per Killeen Code of Ordinances Section 31-124. The property will have to be rezoned accordingly to accommodate a public school site.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

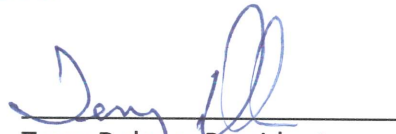
Staff recommends that the City Council approve the applicant's petition for the voluntary annexation of 32.757 acres into the corporate limits of the City of Killeen, and direct the City Manager to have an annexation ordinance prepared. The City Council shall grant or refuse the voluntary annexation petition at the June 9th regular meeting. If the petition is granted, the City Council will take action on an ordinance extending the corporate city limits at a regular meeting of June 23, 2015.

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF KILLEEN, TEXAS, A HOME RULE MUNICIPALITY:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your Honorable Body to extend the present city limits so as to include as part of the City of Killeen, Texas (Local Government Code §43.028) the following described territory, to wit:

See attached Exhibits A and B

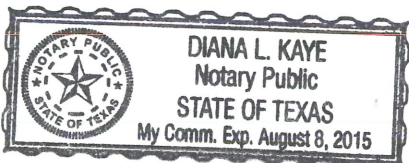
The undersigned certifies that the above described land is contiguous and adjacent to the City of Killeen, is not more than one-half (1/2) mile in width, is vacant and without residents and on which fewer than three qualified voters reside.


Terry Delano, President
Killeen ISD Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

Before me, the undersigned authority, on this day personally appeared Terry Delano, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12TH day of MAY 2015.




Notary Public in and for the
State of Texas

Printed Name: Diana L. Kaye

Commission Expires: August 8, 2015

FIELD NOTES for a 1.522 acre tract of land in Bell County, Texas, being part of the Eugene Lasere Survey, Abstract No. 527, and the land herein described being part of a called 110 acre tract conveyed to Ace Turland, of record in Volume 4484, Page 267, Official Public Records of Real Property, Bell County, Texas (O.P..R.R.P.B.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "M&A" set on the present east right-of-way line of Bunny Trail (90' R.O.W.), for the southwest corner of this tract, whence the intersection of the south line of said 110 acre tract with the present east right-of-way line of Bunny Trail bears S. 17° 04' 06" W., 1066.41 feet;

THENCE N. 17° 04' 06" E., 70.00 feet, with the east right-of-way line of said Bunny Trail, to a 1/2" iron rod with cap stamped "M&A" set for the northwest corner of this tract;

THENCE over and across said 110 acre tract, the following three (3) calls:

1. S. 72° 55' 54" E., 831.30 feet, to a 1/2" iron rod with cap stamped "M&A" set at the beginning of a curve to the right, for a corner of this tract;
2. Along said curve to the right, having a radius of 50.00 feet, an arc length of 225.55 feet and a long chord bearing S. 16° 08' 33" E., 83.67 feet, to a 1/2" iron rod with cap stamped "M&A" set for a corner of this tract;
3. N. 72° 55' 54" W., 877.13 feet, to the POINT OF BEGINNING and containing 1.522 acres of land.

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

See accompanying drawing.
Revised April 16, 2015 (date)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, that I, Rex D. Haas, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground, the above described tract and that this description is true and correct to the best of my knowledge and belief. Survey completed on the ground January 14, 2015.

COUNTY OF BELL

IN WITNESS THEREOF, my hand and seal this the 16th day of January 2015.


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



FIELD NOTES for a 31.235 acre tract of land in Bell County, Texas, being part of the Eugene Lasere Survey, Abstract No. 527, and the land herein described being part of a called 110 acre tract conveyed to Ace Turland, of record in Volume 4484, Page 267, Official Public Records of Real Property, Bell County, Texas (O.P..R.R.P.B.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "M&A" set on the south line of said 110 acre tract and the north line of Goodnight Ranch Addition Phase Six, of record in Cabinet D, Slide 252-C & 253-A, Plat Records of Bell County, Texas, being at the northwest corner of Lot 10, Block 5, said Goodnight Ranch Phase Six, for the southwest corner of this tract, whence the intersection of the south line of said 110 acre tract with the present east right-of-way line of Bunny Trail bears N. 73° 55' 29" W., 376.97 feet;

THENCE over and across said 110 acre tract, the following seven (7) calls:

1. N. 06° 21' 22" E., 235.45 feet, to a 1/2" iron rod with cap stamped "M&A" set for a corner of this tract;
2. N. 52° 13' 34" E., 455.40 feet, to a 1/2" iron rod with cap stamped "M&A" set for a corner of this tract;
3. N. 27° 13' 34" E., 463.47 feet, to a 1/2" iron rod with cap stamped "M&A" set for a corner of this tract;
4. S. 72° 55' 54" E., 418.38 feet, to a 1/2" iron rod with cap stamped "M&A" set for a corner of this tract;
5. S. 55° 06' 24" E., 891.45 feet, to a 1/2" iron rod with cap stamped "M&A" set for the northeast corner of this tract;
6. S. 16° 04' 31" W., 493.54 feet, to a 1/2" iron rod with cap stamped "M&A" set for a corner of this tract;
7. S. 48° 38' 02" W., 315.80 feet, to a 1/2" iron rod with cap stamped "M&A" found on the south line of said 110 acre tract at the north mutual corner of Lots 17 and 18, Block 12, said Goodnight Ranch Phase Six, for the southeast corner of this tract;

THENCE N. 73° 55' 29" W., 1410.70 feet, with the south line of said 110 acre tract and the north line of said Goodnight Ranch Phase Six, to the POINT OF BEGINNING and containing 31.235 acres of land.

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

See accompanying drawing.
Revised April 16, 2015 (date)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, that I, Rex D. Haas, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground, the above described tract and that this description is true and correct to the best of my knowledge and belief. Survey completed on the ground January 14, 2015.

COUNTY OF BELL

IN WITNESS THEREOF, my hand and seal this the 16th day of January 2015.


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



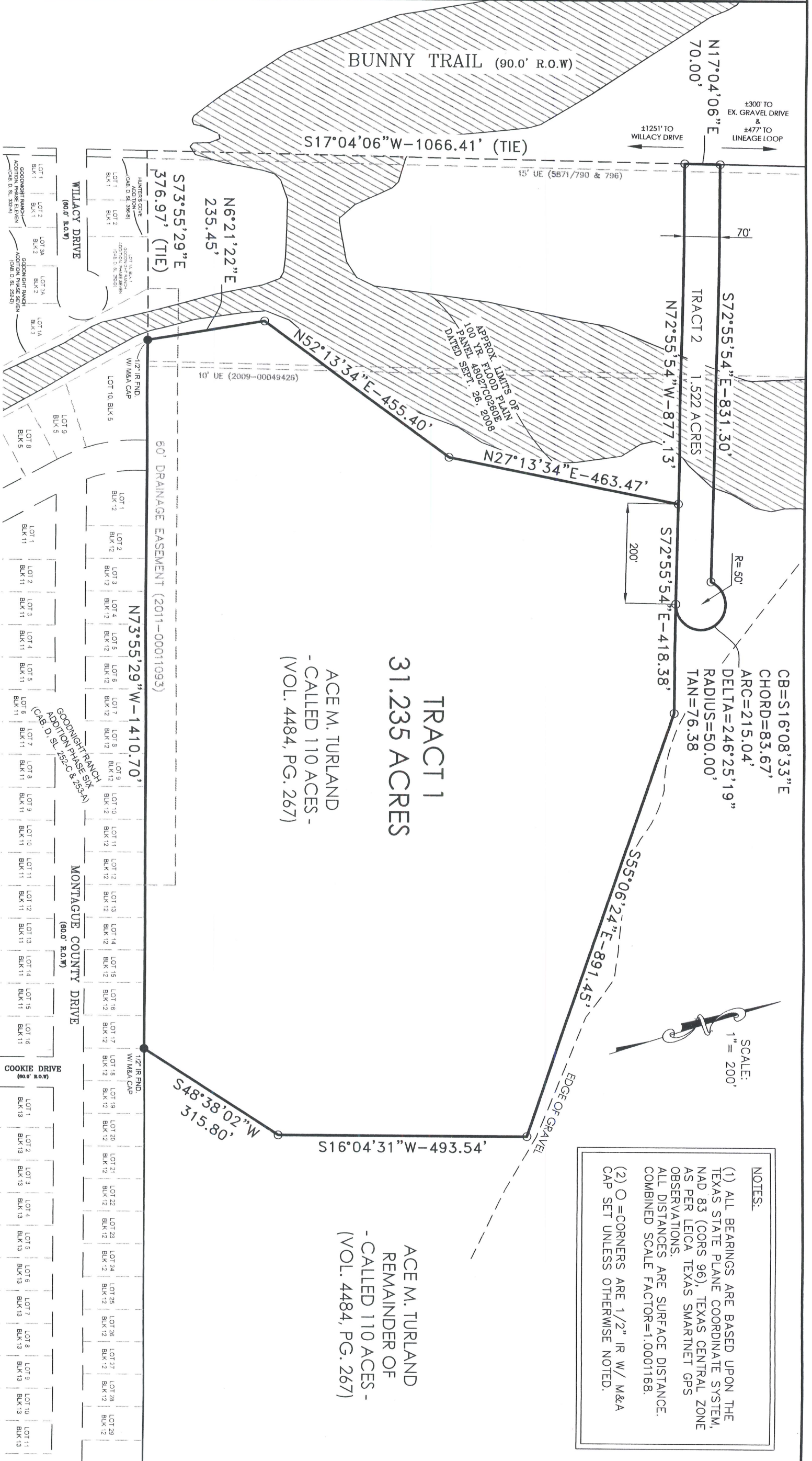


MITCHELL & ASSOCIATES, INC.

ENGINEERING & SURVEYING

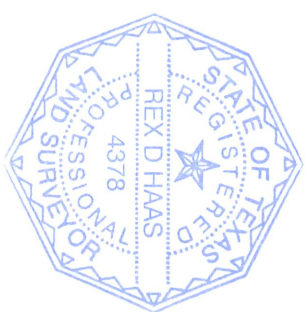
102 N. COLLEGE, KILLEEN, TEXAS (254) 634-5541
T. B. P. L. S. FIRM REGISTRATION NO. 100204-00

Revised: 04/07/15 (TITLE COMMITMENT)



TRACT 1 (31.235 ACRES) & TRACT 2 (1.522 ACRES)
OUT OF THE EUGENE LASERE SURVEY, ABSTRACT NO. 527
KILLEEN, BELL COUNTY, TEXAS

*** SEE FIELD NOTES ***



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

STATE OF TEXAS
COUNTY OF BELL

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

Survey completed on the ground on January 14th, 2015.
IN WITNESS THEREOF, My hand and seal this the 16th day of January, 2015.

NOTES:
 (1) ALL BEARINGS ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (CORS 96), TEXAS CENTRAL ZONE AS PER LEICA TEXAS SMARTNET GPS OBSERVATIONS.
 ALL DISTANCES ARE SURFACE DISTANCE.
 COMBINED SCALE FACTOR=1.0001168.
 (2) O=CORNERS ARE 1/2" IR W/ M&A CAP SET UNLESS OTHERWISE NOTED.

DRAWING NO. 14-341-B-V



City of Killeen

Legislation Details

File #: RS-15-029 **Version:** 1 **Name:** BCMUD2 Amendment
Type: Resolution **Status:** Resolutions
File created: 5/21/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider a memorandum/resolution amending Exhibit F - Offsite Utility Plan included with the consent and development agreement between the City of Killeen, Bell County Municipal Utility District, No. 2, and WBW Land Investments, LP.
Sponsors: Public Works Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[CCM/R 13-058](#)
[Amendment Request](#)
[First Amendment](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

AMENDING EXHIBIT F - OFFSITE UTILITY PLAN INCLUDED WITH THE CONSENT AND DEVELOPMENT AGREEMENT FOR BELL COUNTY MUNICIPAL UTILITY DISTRICT, NO. 2

ORIGINATING DEPARTMENT

PUBLIC WORKS - ADMINISTRATION

BACKGROUND INFORMATION

The City of Killeen entered into a Consent and Development agreement ("Agreement") with WBW Land Investments, LP ("Developer") and the to-be-created Bell County Municipal Utility District, No. 2 ("District") on June 30, 2013 (CCM/R 13-058). The Agreement addresses the planned development of approximately 1,373 acres south of Chaparral through the creation of a municipal utility district.

The Agreement includes provisions for: 1) the ability of the City to exercise development control and oversight that the City would not otherwise have due to the development's location in the County; 2) the realization of approximately \$5,125,000.00 in reimbursements for the construction of improvements necessary to mitigate the community impact of the development and serve the development and surrounding areas; 3) the reduction of the density of the project from a possible 4,816 residential dwelling units to a maximum of 3,750 residential dwelling units; 4) control relating to the design and construction of water, wastewater and storm water drainage infrastructure to ensure compliance with City standards; 5) generation of additional revenue from the provision of water, wastewater and solid waste services, without the typical offset expense associated with debt issuance necessary to construct master plan projects within the City; 6) a commitment from the developer to preserve 25% of the property as open space, including a commitment to provide a minimum of 100 acres of parkland; 7) control relating to District bond issuance to add a measure of predictability and facilitate the future annexation of the District; and 8) control regarding development setbacks, architectural and building standards and materials, landscaping, lighting, street standards, and a host of other provisions typically not within the City's jurisdiction or control in the County.

On November 4, 2014 an election was held and the District was officially created on November 17, 2014. The District then ratified the Agreement and the Developer is moving forward with refining plans and engineering designs for the area known as Turnbo Ranch.

DISCUSSION/CONCLUSION

Following the official creation of the District, the Developer commenced with preliminary design concepts needed to provide services to the area, including water, sewer, and electric. City staff has been in continuous contact with the Developer. As a result of the progress of design, City staff discussions and at the request of the Developer, the purpose of this resolution is to authorize an amendment to the Agreement substituting the attached "Exhibit F - Offsite Utility"

plan for the "Exhibit F - Offsite Utility" plan in the Agreement as the existing exhibit was based on displaying connectivity to the City's water and sanitary sewer system, rather than actual preliminary engineering analysis.

The changes proposed will allow the development to advance in a logical and predictable order and will provide the City with additional time to address potential sanitary sewer over-sizing issues associated with providing service to the south end of the project. In relation to water infrastructure, the amendment allows the development to connect to an existing water line on Chaparral without the need to extend infrastructure to Featherline. This connection will ultimately serve the portion of Turnbo Ranch in the upper pressure plane, while a transmission main coming from the south from the progressing Stillhouse Hollow water treatment plant will connect to a to-be-constructed elevated storage tank to serve the portion of Turnbo Ranch in the lower pressure plane. Additionally, as part of this amendment, the Developer and District have agreed to provide easements across the property to facilitate the transmission main project at no cost to the City or Bell County Water Control and Improvement District, No. 1 ("WCID"). This will result in significant savings to WCID and, by extension, to the City.

In reviewing the proposed offsite utility plan changes, City staff does not object to the changes and believes that the changes provide mutually-beneficial solutions for the City, the District and the Developer.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

City staff recommends that City Council authorize amending the Agreement as provided for herein and that the City Manager be authorized to execute the same.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN CONSENTING TO AND AUTHORIZING THE CREATION OF BELL COUNTY MUNICIPAL DISTRICT NO. 2 SUBJECT TO THE TERMS AND CONDITIONS OF A CONSENT AND DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City of Killeen is authorized and empowered by the laws of the State of Texas to promote and protect the general health, safety and welfare of persons residing in and adjacent to the City in the City's extraterritorial jurisdiction; and

WHEREAS, WBW Land Investments, L.P., a Texas limited partnership ("Whitis"), has petitioned the City to consent to the creation of a municipal utility district ("MUD") over approximately 1,373 acres of land in the City's extraterritorial jurisdiction; and

WHEREAS, the City's consent will allow the MUD to move forward with the MUD administrative creation process provided under state law and, ultimately if so created, hold a confirmation election confirming the creation of the MUD; and

WHEREAS, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, land within the City's extraterritorial jurisdiction may not be included within a district without the City's formal consent; and

WHEREAS, Whitis has provided the City with a petition requesting the City's consent to the administrative creation of the MUD through the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, the City and Whitis have negotiated a mutually beneficial consent and development agreement as provided by law that will regulate the development of the District to

ensure that the general health, safety and welfare of persons inside the City and District are protected and promoted.

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

SECTION I.

Part 1. The City Council of the City of Killeen consents to and authorizes the creation of Bell County Municipal District No. 2 (the “District”) over approximately 1,373 acres of land located in the City’s extraterritorial jurisdiction, more specifically described in Exhibit A of the Consent and Development Agreement (the “Agreement”).

Part 2. The City Council of the City of Killeen, after due deliberation and negotiation, hereby authorizes the City Manager to finalize and execute the Agreement, which is attached hereto and incorporated herein as if fully stated in this part for all intents and purposes, on behalf of the City of Killeen.

Part 3. The City Council of the City of Killeen hereby declares that should the Agreement be terminated, as provided therein for any reason, that the City’s consent to the District is void.

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

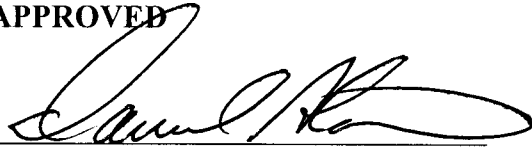
SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

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

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

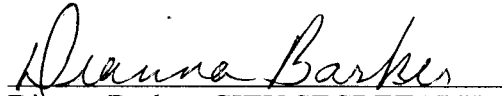
PASSED AND APPROVED at a special meeting of the City Council of the City of Killeen, Texas, this 30th day of July, 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED



Daniel A. Corbin, MAYOR

ATTEST:



Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:



Kathryn H. Davis, CITY ATTORNEY

ORD 13-058

Date: 7-30-13



CONSENT AND DEVELOPMENT AGREEMENT

[BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2]

THE STATE OF TEXAS §
 §
COUNTY OF BELL. §

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is between the **City of Killeen, Texas**, a home-rule city located in Bell County, Texas ("the City"), and **WBW Land Investments, LP**, a Texas limited partnership (the "Developer"), effective as of _____, 2013 (the "Effective Date"). Upon confirmation of the creation of **Bell County Municipal Utility District No. 2**, a proposed municipal utility district to be created as contemplated by this Agreement (the "District"), by the voters within the District, the District will join in and agree to be bound by certain provisions of this Agreement.

INTRODUCTION

The Developer has petitioned the City for its consent to the creation of the District over approximately 1373 acres of land located within the extraterritorial jurisdiction of the City, as more particularly described by metes and bounds on the attached **Exhibit A** (the "Land"). The Developer intends to develop the Land as part of a master-planned, mixed-use community (the "Project") that will include a mix of residential uses, together with commercial and civic uses and private park, recreational, and other facilities to serve the community. Because the Project is a significant development that will occur in phases under a master development plan, the Developer and the City intend that this Agreement constitute a regulatory development agreement and provide certainty with regard to the regulatory requirements applicable to the Land.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms and phrases, when used in this Agreement, will have the meanings set out below:

Agreement: This Consent and Development Agreement between the City, the Developer, and the District.

Applicable Rules: The City's ordinances, rules, and regulations in effect on the Effective Date, subject to any variances or exceptions approved in this Agreement.

CCN: A certificate of convenience and necessity issued by the Commission.

City: The City of Killeen, Texas, a home-rule city located in Bell County, Texas.

City Manager: The City Manager of the City.

Commission: The Texas Commission on Environmental Quality, or its successor agency.

Constructing Party: The Developer or the District, whichever has contracted for and is causing the construction of any On-Site Water and Wastewater Facilities or Major Water and Wastewater Facilities as provided in this Agreement.

Design Standards: The design standards applicable to the Land, a copy of which is attached as **Exhibit B**, as amended from time to time in accordance with this Agreement.

Developer: WBW Land Investments, LP, a Texas limited partnership, or its successors and assigns under this Agreement.

District: Bell County Municipal Utility District No. 2, a political subdivision of the State of Texas, to be created over the Land, as contemplated by this Agreement.

Drainage Facilities: Any drainage improvements designed and constructed to serve the Project, or that naturally receive and convey drainage through the Project, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and other related facilities that convey or receive drainage.

Drainage Standards: The drainage standards applicable to the Land, a copy of which is attached as **Exhibit C**, as amended from time to time in accordance with this Agreement.

Land: Approximately 1373 acres of land located in the City's extraterritorial jurisdiction, described by metes and bounds on **Exhibit A**, together with any additional land which may in the future be added to the Project with the consent of the City.

Land Plan: The master development plan for the Land, a copy of which is attached as **Exhibit D**, as amended from time to time in accordance with this Agreement.

Major Water and Wastewater Facilities: The off-site water and wastewater improvements and capacity improvements to serve the Project, as reflected on the Utility Plan.

On-Site Water and Wastewater Facilities: All water and wastewater facilities and capacity in facilities internal to the Project that are necessary to serve the Land.

Road Improvements: The roadways required for the development of the Project.

Roadway Plan: The plan depicting the roadways serving the Land, a copy of which is attached as **Exhibit E**, as amended from time to time in accordance with this Agreement.

Utility Plan: The conceptual utility plan for the routing of the Major Water and Wastewater Facilities, a copy of which is attached as **Exhibit F**, as amended from time to time in accordance with this Agreement.

ARTICLE II. CREATION OF DISTRICT; DIVISION; CITY ANNEXATION

Section 2.01 Consent to Creation of District. Subject to the terms of this Agreement, the City hereby consents to the creation of the District over the Land. As a material part of the consideration of this Agreement, the City will promptly after the Effective Date further evidence its consent to the creation of the District by resolution or ordinance as required by Section 54.016 of the *Texas Water Code* and Section 42.042 of the *Texas Local Government Code* (the "**Consent Ordinance**"). The City agrees that the Consent Ordinance will further evidence the City's consent to the creation of the District within its extraterritorial jurisdiction.

If the District desires to annex additional territory into its boundaries, such annexation will be subject to the City's review and approval by resolution or ordinance, which review and approval will not be unreasonably withheld, conditioned, or delayed. Finally, the Developer hereby covenants and agrees to cause the District to approve, execute, and deliver this Agreement to the City within ninety (90) days following the District's confirmation date.

Section 2.02 Division of District. In order to allow for the orderly development of the Land and annexation of the Land by the City, the District may be divided into two or more successor districts pursuant to a plan of division approved by the City, which approval will not be unreasonably withheld, conditioned, or delayed. Each district created by division of the District (a "Successor District") will be bound by the terms of this Agreement and, at the organizational meeting of its board of directors, must join in this Agreement for purposes of evidencing its agreement to be bound by the terms hereof. The City will not be responsible for any costs incurred by the Developer in connection with the creation of the District or any subsequent division thereof. The City acknowledges that minor adjustments (defined as adjustments containing no more than twenty (20) acres of land) to the boundaries of the Successor Districts may be necessary to accommodate the final development plan for the Project. Accordingly, the City agrees that areas of the Land within the Successor Districts may be excluded from a Successor District and added to another Successor District in order to avoid having lots and development areas located in multiple districts. The City consents to any such minor annexation or exclusion adjustments and agrees that no further City consent thereto will be required; however, the City agrees to promptly provide a resolution evidencing its consent if requested by a Successor District or the Developer to do so.

Section 2.03 City Annexation.

(a) The City agrees not to annex or dissolve the District, in whole or in part, until: (1) at least 100% by dollar amount of the total water, wastewater, and drainage facilities for which the District's bonds have been authorized ("requisite percentage of District facilities") have been constructed, and (2) either (i) the Developer has been fully reimbursed by the District for the requisite percentage of District facilities in accordance with the rules of the Commission; or (ii) the City has expressly assumed the obligation to reimburse the Developer for such facilities at the time of annexation as required by Section 43.0715, *Texas Local Government Code*. At any time following the satisfaction of the conditions in clauses (1) and (2) above, the annexation process may be completed and the District included within the corporate boundaries of the City. The District will be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than 90 days after the effective date of such annexation. Upon the dissolution of a District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District. Upon annexation of the District, the City will zone the Land consistently with the land uses then in existence, or, for undeveloped land, as shown on the Land Plan, as authorized by Section 212.172, *Texas Local Government Code*. The Developer and the District, including their respective heirs, successors and assigns (including, without limitation, ultimate consumers and subsequent developers) hereby irrevocably and unconditionally consent to the annexation of the Land into the corporate limits of the City in accordance and subject to the terms of this Agreement and hereby waive any and all objections and protests to such annexation, it being understood and agreed that this Agreement shall serve as the petition of the Developer and District, their respective heirs, successors, and assigns, to annexation of the Land in accordance with this Agreement and state law.

(b) The City and the Developer acknowledge and agree that the Land lies wholly within the City's extraterritorial jurisdiction ("ETJ"). The Parties further acknowledge and agree that the creation of the District, and the City's consent thereto, are for purposes that include

promoting the orderly development and extension of the City services to the Land upon annexation.

(c) In furtherance of the purposes of this Agreement, the District and the Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that, except upon written consent of the City, neither the District nor the Developer will: (1) seek or support any effort to incorporate the Land or any part thereof; (2) sign, join in, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other municipality or any other incorporated entity other than the City.

(d) Within thirty (30) days following the date of the confirmation of the creation of the District, the District shall file in the real property records of Bell County, Texas a notice in the form required by Section 49.452 of the Texas Water Code, as amended.

ARTICLE III. WATER AND WASTEWATER FACILITIES AND SERVICES

Section 3.01 City To Provide Retail Water and Wastewater Utility Services. Except as provided in this Section 3.01, the City will be the sole provider of retail water and wastewater services within the District and will provide water and wastewater service to customers within the District in the same manner, at the same in-City rates, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, as the City provides service to other retail customers inside its corporate limits. If the City fails to provide retail water and wastewater service as required under this Agreement, then, in addition to any other rights and remedies available at law or in equity, the District will have the right to be added to the water and/or wastewater CCN of other providers and obtain water and wastewater services from other providers. The City will, at its expense, use good faith and commercially reasonable efforts to cause any areas of the District located within the CCN of any water and/or wastewater utility provider other than the City (a "CCN Holder") to be excluded from the CCN of the CCN Holder and/or added to the water and/or wastewater CCN of the City. The City must obtain the consent of each CCN Holder to such exclusion prior to June 1, 2014 and must submit the appropriate application(s) or documentation, including application(s) or documentation on behalf of the Developer to the Commission within two months after obtaining such consent. The Developer will cooperate with the City in this regard and will provide the City with any information or documentation in its possession reasonably requested by the City in support thereof. The Developer will also cooperate in good faith with Central Texas Water Supply Corporation ("CTWSC") regarding an easement for those portions of CTWSC's existing water transmission line crossing the Yowell Ranch subdivision that are not currently within an appropriate easement. If all of the areas of the District located within the CCN of a CCN Holder have not been excluded from the CCN of such CCN Holder by January 1, 2015, then the District will have the right to obtain water and wastewater services from other providers for the non-released areas. Areas within the District excluded from the CCN of all other CCN Holders as described herein are referred to as the "City Service Areas", and areas within the District not excluded from the CCN of all other CCN Holders as described herein are referred to as "Non-City Service Areas". Except as otherwise provided in this Agreement, the City's water and wastewater ordinances, standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within City Service Areas. All fees, rates, and charges for water and wastewater service within City Service Areas will be billed and collected by the City. Except as authorized above for Non-City Service Areas or as otherwise contemplated in this Section 3.01, the District will not contract with any

retail public utility other than the City for water or wastewater services and will not provide any retail or wholesale water or wastewater services.

Section 3.02 Water and Wastewater Facilities. The Developer or the District will construct or acquire capacity in all Major Water and Wastewater Facilities and On-Site Water and Wastewater Facilities that are necessary to serve the Land. All On-Site Water and Wastewater Facilities will be constructed within designated easements or dedicated lands or rights-of-way in accordance with the Applicable Rules. All Major Water and Wastewater Facilities and On-Site Water and Wastewater Facilities serving City Service Areas will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. The routing of all Major Water and Wastewater Facilities serving City Service Areas will be consistent with the Utility Plan. The initial points of connection to the City's water and wastewater systems for the City Service Areas are shown conceptually on the Utility Plan. All other points of connection to the City's water and wastewater systems for City Service Areas will be subject to approval by the City. If the City requires the Developer to connect any Major Water and Wastewater Facilities serving City Service Areas to a location other than the connection points shown on the Utility Plan, the Developer will not be obligated to pay any costs in excess of the amount that would have been required to construct those facilities as shown on the Utility Plan. In addition, neither the Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other off-site improvements required to serve the Land, except as provided for herein.

Section 3.03 Service Level. Except for any Non-City Service Areas, the City agrees and commits to (a) provide sufficient water and wastewater service for the full build-out of all of the Land within the District; (b) provide written confirmation of the availability of service upon the District's request if required in connection with any District bond sale; and (c) provide service as required for development within the Land, including water service at flow rates and pressures sufficient to meet the minimum requirements of the Commission and to provide sufficient domestic fire flows. Upon full execution of this Agreement, the Developer will provide the City with a preliminary development schedule for the Land (the "Preliminary Development Schedule") in order to assist the City with projecting an allocation of the City's water and wastewater resources for the District. It is anticipated that the Preliminary Development Schedule will target 300 lot sales per year; however, the Preliminary Development Schedule will be subject to change and will not be binding on the Developer or the District.

Section 3.04 Water Storage Tank. In order to provide the necessary water capacity and volume to satisfy the City's commitment to provide water capacity and fire flow volume to the Land in excess of that required for an estimated 1,554 single-family residences, a water storage tank will be necessary. In order to meet this need, the City will design and construct, at a minimum, a one million (1,000,000) gallon storage tank and associated appurtenances (the "Water Storage Tank") to provide the additional necessary capacity and volume to serve the Land. To facilitate the construction of the Water Storage Tank, the Developer shall grant and convey to the City, without charge, a sufficient amount of property at a location mutually-agreeable to the parties within the Land prior to the City's commencement of engineering design of the Water Storage Tank. The City shall use commercially reasonable and diligent efforts to complete construction of the Water Storage Tank by the time that the connection of the 1,500th single-family home within the Land to retail water and wastewater service occurs (the "Water Storage Tank Trigger Date"). Notwithstanding the foregoing, but subject to compliance with applicable law, the City shall not be committed to commencing construction of the Water Storage Tank at an accelerated rate in the event that single-family home connections within the Project exceed 300 per year, said connections estimated by the Developer to commence on or around the second-year anniversary of the Effective Date. In this

event, (i) the City shall be obligated to commence construction of the Water Storage Tank no later than the six-year anniversary of the Effective Date, and (ii) the City will not delay, withhold, or deny any development approvals related to the Project because construction of the Water Storage Tank has not previously commenced or been completed. Following commencement of construction of the Water Storage Tank, the City will use commercially reasonable and diligent efforts to complete the same. Upon receipt of all supporting documentation and evidence of payment by the City, the Developer will be obligated to reimburse the City, as a contractual capacity charge, for the lesser of one-half (1/2) of the City's actual cost of the design and construction of the Water Storage Tank or \$1,250,000 on the schedule and as provided for in this Section 3.04 (the "WST Capacity Charge"). The Developer will pay the WST Capacity Charge in installments annually based upon the following schedule: The first payment shall become due and payable (i) 30 days after the date that the Water Storage Tank is completed and is fully operational and the City has provided written notice of same to the Developer; or (ii) on the first anniversary of the Water Storage Tank Trigger Date, whichever event occurs later (the "WST Payment Commencement Date"). Subsequent payments shall become due and payable each following year on the anniversary of the WST Payment Commencement Date until the WST Capacity Charge has been paid in full; provided, however, that any outstanding balance of the WST Capacity Charge shall become due and payable in full on the tenth (10th) anniversary of the WST Payment Commencement Date. Annual payments shall be equal to five hundred dollars (\$500.00) multiplied by the number of water utility connections made in the preceding three hundred sixty-five (365) days. Payments not received when due shall accrue interest at the maximum rate provided by law from the applicable date due until paid. In consideration of the WST Capacity Charge, the Developer will acquire on behalf of the District, and is hereby conveyed, a guaranteed reservation of capacity in the Water Storage Tank based on the number connections for which the WST Capacity Charge has been paid. In consideration of the District's capacity interest, the Developer will be entitled to reimbursement from the District for the WST Capacity Charge as permitted by applicable law.

Section 3.05 Responsibility for Design, Financing, and Construction. Unless otherwise specifically provided in this Agreement, the District or the Developer will design, finance, construct, and convey to the City, or other applicable provider, all Major Water and Wastewater Facilities and On-Site Water and Wastewater Facilities required to provide retail water and wastewater services to the District, all at no cost to the City. All water and wastewater facilities required to serve the City Service Areas will be designed in accordance with applicable City requirements and design standards as well as any applicable regulations of other governmental entities with jurisdiction. The plans and specifications for such facilities will be subject to review and approval by the City prior to the commencement of construction, which review and approval will not be unreasonably withheld, conditioned, or delayed, and the City will collect all applicable review fees in accordance with its policies and procedures, subject to the terms of this Agreement.

Section 3.06 Easements and Land. All On-Site Water and Wastewater Facilities in City Service Areas will be constructed within dedicated utility easements, lands, or public rights-of-way, and all required easements will be dedicated at the earlier of the City's approval of construction plans or a final plat for the land within which the facilities will be constructed. Land and easements required for Major Water and Wastewater Facilities will be conveyed to the City, or other applicable provider, by the Developer or the District at the earlier of the City's approval of construction plans or a final plat for the land within which the facilities will be constructed, but the Developer will be entitled to reimbursement for such lands and easements from the District as permitted under the rules of the Commission. The Developer and the District agree to use reasonable, good faith efforts to acquire all land and easements required for Major Water and Wastewater Facilities located outside the Project through negotiation;

however, if the Developer and the District are unable to obtain any required easement by agreement, the City agrees, upon request, to promptly request City Council approval to acquire the easement in question utilizing the City's power of eminent domain and, upon such approval, to promptly initiate and diligently pursue the condemnation of the easement in question. If the City Council does not approve proceeding with condemnation of any required easement within 60 days of the Developer or the District requesting, in writing, that the City staff initiate a Council action item for such condemnation, then the Developer or the District may request approval of an alternative routing for the facility in question, and the City agrees that its approval of such alternative routing will not be unreasonably withheld, conditioned, or delayed. The City's actual and reasonable cost of acquiring any required easement by eminent domain will be reimbursed by the Developer within 30 days of receipt of an invoice, including all supporting documentation, from the City. The Developer will be entitled to reimbursement by the District for all costs paid by the Developer for offsite easement acquisition as permitted by the rules of the Commission.

Section 3.07 City's Responsibility for Oversizing. In the event that the City requests oversizing, the City will be responsible for the cost of oversizing any Major Water and Wastewater Facilities or On-Site Water and Wastewater Facilities in accordance with the Applicable Rules and will reimburse the Developer for such costs within 30 days after substantial completion of the facilities in question.

Section 3.08 Commencement of Construction; Notice; Inspections. Following City release of the plans and specifications for each water and wastewater utility project in City Service Areas and prior to the commencement of construction, the Constructing Party will give twenty (20) days' advanced written notice to the City in order to allow the City to assign an inspector. The City will inspect all Major Water and Wastewater Facilities and On-Site Water and Wastewater Facilities in City Service Areas for compliance with the released plans and specifications. The City will also, for each connection in City Service Areas, conduct the series of plumbing inspections required by the Texas Plumbing License Law and the Applicable Rules and issue a customer service inspection certificate when all inspections are satisfactorily completed. The City will provide the inspections contemplated by this Section for the standard fees charged by the City for inspections inside the City limits, which fees will be collected by the City from the customer requesting the inspection. The City will retain copies of all inspection reports for the City's applicable records retention period, and provide them to the District upon request.

Section 3.09 Conveyance to City; Ownership, Operation, and Maintenance of On-Site Water and Wastewater Facilities and Major Water and Wastewater Facilities. Upon completion of construction of any Major Water and Wastewater Facilities and On-Site Water and Wastewater Facilities constructed by or on behalf of the District in City Service Areas, (a) the City will accept such facilities for operation and maintenance, as documented in a letter from the City to the Developer and the District in accordance with the Applicable Rules, including, without limitation, pre-acceptance final inspections and a one (1) year maintenance bond requirement on all facilities offered for dedication; and (b) the Constructing Party will promptly convey those facilities to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, (ii) a reservation of all capacity in those facilities, excepting capacity associated with oversizing, if any, for the benefit of the District, and (iii) the Developer's right to reimbursement from the District for the cost of those facilities, in consideration of the District's capacity interest, and in accordance with the rules of the Commission. Any such conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities or capacity in facilities constructed or financed by the Developer. The Constructing Party will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed

to the City. The City agrees that its acceptance of such facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with the plans and specifications released by the City and otherwise conform to the requirements of this Agreement. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities to provide service to the District in accordance with this Agreement.

ARTICLE IV. DEVELOPMENT

Section 4.01 General Development Matters.

(a) Development in Accordance with Land Plan, Design Standards, and Roadway Plan. The Developer will develop the Land in accordance with the Land Plan, the Design Standards, and the Roadway Plan. The Design Standards shall be incorporated into the Restrictive Covenants (defined below) and shall also identify the City as a third-party beneficiary to such covenants, conditions, and restrictions. The City hereby confirms its approval of the Land Plan, the Design Standards, and the Roadway Plan, including the land uses and densities shown thereon, as applicable. Due to the fact that the Project includes a significant land area and its development will occur in phases over a number of years, the City and the Developer acknowledge that changes to the Land Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Land Plan that do not increase the allowable density of development of the Project or significantly alter the dispersion of the depicted Parkland and Open Space (as such terms are defined in Section 4.02(b)) will not require an amendment to the Land Plan. Further, the City will approve any minor deviations from the Land Plan called for by technical, site planning, or engineering considerations that promote flexibility in design and are consistent with the intent of the Project. Other changes to the Land Plan, as well as any changes to the Design Standards and the Roadway Plan, will be subject to review and approval by the City, which approval will not be unreasonably withheld, conditioned, or delayed. Although the Land Plan, Design Standards, and Roadway Plan cover the entire Project, revisions of the Land Plan, Design Standards, and/or Roadway Plan that only affect the land within one of the Successor Districts within the Project will only require the consent of the affected district and the City, as applicable.

(b) Plat and Plan Review. Plats and construction plans for development within the Land will be subject to review and approval by the City, which review and approval will not be unreasonably withheld, conditioned, or delayed, and the City will collect all applicable plat application and plan review fees in accordance with its policies and procedures for the standard fees charged by the City for development inside the City limits, subject to the terms of this Agreement.

(c) Development and Construction Standards. The Developer agrees that the Restrictive Covenants (defined in Section 4.02(a)) will require (i) that all builders comply with the building and construction standards contained in the Applicable Rules; (ii) that a minimum of three inspections (foundation, mechanical/framing, and final) will be performed by a certified independent third-party inspector to confirm compliance with such building and construction standards; and (iii) that the builders will provide the City with a copy of such inspections upon request. If a builder fails to comply with these requirements, the City will not be obligated to provide a water service connection for the structure in question until the non-compliance is corrected.

(d) **Fees.** The City will not charge any fees, including impact fees or capital recovery fees, to the Developer or the District that are not specifically set forth in this Agreement.

(e) **Variations.** The City agrees that this Agreement constitutes approval of variations necessary to develop the Project as contemplated herein.

Section 4.02 Park and HOA Matters.

(a) **Restrictive Covenants.** The Developer agrees that restrictive covenants enhancing and protecting the standard of development within the Project ("Restrictive Covenants") will be imposed against the land within each phase of development at the time development within that phase is commenced. In order to provide the City with an opportunity to confirm that the Restrictive Covenants are consistent with the requirements of this Agreement, the Restrictive Covenants will be subject to the review and approval of the City prior to recordation, which approval will not be unreasonably withheld, conditioned, or delayed.

(b) **Open Space, Park Land and Improvements.** The Project will be developed as a master-planned community with parkland, open space, greenbelts, trails, common area landscaping, and park improvements (collectively, "Open Space"), as generally depicted on the Land Plan. At least twenty-five percent (25%) of the Land will be comprised of Open Space. No parkland dedication or park fees will be required from the Developer for the Land. Parkland (defined as usable Open Space landscaped for informal, open play areas, or Open Space land developed for active and/or passive recreational uses) and Open Space within the Project will be a collection of privately owned, privately maintained common open space lots designed to (a) serve the recreational needs of the residents of the Project; (b) provide places and opportunities for interaction within the Project; and (c) provide opportunities for interaction with the natural environment. All Open Space and Parkland, including the landscaping for the "Parkway" and "Boulevard" roadways shown on the Roadway Plan, will be owned and maintained by the homeowner's association established under the Restrictive Covenants (the "HOA").

Section 4.03 Drainage; Other Utilities and Services.

(a) **Drainage.** The Land will be developed with an integrated storm water system and enhanced regional water quality system that will comply with the requirements of the Drainage Standards. The Drainage Facilities within the District (including Drainage Facilities located within the Parkland) will be owned, financed, operated, and maintained by the District and will be constructed within property owned or to be owned by the District or within assignable easements held by the District or dedicated by plat; therefore, customers and developers within the District will not be assessed any City drainage or water quality fees or charges prior to full purpose annexation.

(b) **Other Utilities.** Subject to Section 4.04(a), the Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide "bundled" utilities within the Land.

(c) **Solid Waste and Recycling Service.** The City shall be granted the exclusive right by the District and Developer to provide solid waste and recycling services within the District provided that it does so for all of the District's residences and for the same in-City rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to residences located within the City limits. The District will have no liability for such

charges except for services and charges incurred in the District's name. For City Service Areas, the City's charges for solid waste and recycling services will be included on the City's regular monthly water and wastewater bills to customers within the City Service Areas. Notwithstanding the foregoing, until the City exercises its right to become the exclusive provider of solid waste and recycling services within the District, the District may provide such services as permitted by applicable law.

(d) Street Lighting. The Developer will construct street lighting within the boundaries of the District in compliance with the Applicable Rules. Either the District, and each Successor District, or the HOA will operate and maintain the street lighting.

Section 4.04 Roadway Matters.

(a) Public Streets and Rights-of-Way Administration. If permitted by applicable law, the City may administer, manage, regulate, and control the use and the occupation by third parties of the public streets and rights-of-way within the District for the purpose of providing any service or product to adjoining or abutting property or to any other property within the District or the City. No third party may use or occupy any public street or right-of-way within the District for the purpose of providing any abutting, or adjoining property, or any other property within the City or the District, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise or license from the City, except as otherwise provided by state law. The City may require each such third party to obtain a franchise, license, or permit from the City; pay franchise and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City. Franchise, license, and use fees payable and paid by such third parties will be the sole consideration receivable by and payable to the City for the services to be provided by the City under this Section. The City will cause the above referenced third parties to repair all cuts, excavations, and damages by them to the streets and rights-of-way within the District. Neither the Developer nor the District is responsible for enforcing this Section. This Section does not apply to any improvements or facilities that are constructed, installed, maintained, or operated by or on behalf of the District.

(b) Chaparral Road Improvements. In order to facilitate access to the Land and the District, the City will make certain improvements to Chaparral Road from State Highway 195 east to northeastern boundary of the Land, as generally depicted on **Exhibit G** (the "Chaparral Road Improvements"). The Chaparral Road Improvements will include a minimum of four lanes. The City will acquire all right-of-way necessary for construction of the Chaparral Road Improvements (including, if necessary, utilizing the City's power of eminent domain) and, subject to reasonable force majeure events, will commence construction of the Chaparral Road Improvements by the one-year anniversary of the connection of the 1,000th single-family home within the Land to retail water and wastewater service (the "Chaparral Trigger Date"). Notwithstanding the foregoing, the City shall not be committed to commencing construction of the Chaparral Road Improvements at an accelerated rate in the event that single-family home connections within the Project exceed 300 per year, said connections estimated by the Developer to commence on or around the second-year anniversary of the Effective Date. In this event, (i) the City shall be obligated to commence construction of the Chaparral Road Improvements no later than the six-year anniversary of the Effective Date, and (ii) the City will not delay, withhold, or deny any development approvals related to the Project because construction of the Chaparral Road Improvements has not previously commenced or been completed. Following commencement of construction of the Chaparral Road Improvements, the City will use commercially reasonable and diligent efforts to complete them.

Upon receipt of all supporting documentation and evidence of payment by the City, the Developer will be obligated to reimburse the City for up to \$4,100,000 of the costs of the Chaparral Road Improvements on the schedule and as provided for in this Section 4.04(b) (the "Chaparral Road Costs"). The Developer will pay the Chaparral Road Costs in installments annually based upon the following schedule: The first payment shall become due and payable (i) 30 days after final completion of the Chaparral Road Improvements and the City has provided written notice of same to the Developer; or (ii) on the first anniversary of the Chaparral Trigger Date, whichever event occurs later (the "CR Payment Commencement Date"). Subsequent payments shall become due and payable each following year on the anniversary of the CR Payment Commencement Date until the Chaparral Road Costs have been paid in full; provided, however, that any outstanding balance of the Chaparral Road Costs shall become due and payable on the tenth (10th) anniversary of the CR Payment Commencement Date. Annual payments shall be equal to fifteen hundred dollars (\$1,500.00) multiplied by the number of water utility connections made in the preceding three hundred sixty-five (365) days. Payments not received when due shall accrue interest at the maximum rate provided by law from the applicable due date until paid. The Developer will be entitled to reimbursement from the District for the Chaparral Road Costs as permitted by applicable law. In the event that the City reasonably determines that additional right-of-way is needed from the Developer along the northern boundary of the Land, or land subsequently acquired by the Developer along Chaparral Road, the Developer shall publically dedicate such additional right-of-way at no cost upon the City's request, provided that the need for such additional right-of-way is determined prior to the time that the first subdivision plat within the Project is recorded and the additional right-of-way does not exceed one hundred feet (100') in width. The City, the Developer, and the District, as applicable, may enter into an interlocal agreement with Bell County regarding the ownership and maintenance of the Chaparral Road Improvements. For purposes of this provision, the term "force majeure event" means an event that is not within the control of the City and that the City could not have avoided by the exercise of diligence and care.

(c) Trimmier Road. Trimmier Road within the Land will be designed as a 40 m.p.h. roadway. The Roadway Plan includes two four-lane options for Trimmier Road (which is referred as the "Parkway" on the Roadway Plan) within the Project. If a traffic engineer selected by the Developer and approved by the City (such approval not to be unreasonably withheld, conditioned, or delayed) determines that, at full build-out of the Land and assuming Trimmier Road connects to an east-west thoroughfare south of the Land, less than four lanes are necessary in certain sections, but the City nevertheless desires that those sections be improved as a four-lane roadway, then the City will be responsible for the additional costs and will reimburse the Developer for such costs within 30 days after substantial completion of the section(s) of Trimmier Road in question, in accordance with Section 4.04(d) below. In the event that the City decides not to participate in oversizing at the time of road construction, the Developer will reserve such additional right-of-way necessary to construct a four lane road throughout the Project and dedicate the same to the public to facilitate the future expansion of Trimmier Road, said future expansion being conditioned on being constructed to the same standards as the rest of Trimmier Road throughout the Land.

(d) Roadway Oversizing Costs. In the event that the traffic engineer selected in Section 4.04(c) above determines that sections of Trimmier Road within the Project do not need to be four lanes, as evidenced by a sealed report providing for and justifying the same, and upon formal request of the City to the Developer, the City will be responsible for all costs of roadway oversizing, except the cost of right-of-way dedicated in Section 4.04(c) above, in accordance with the Applicable Rules and will reimburse the Developer for such costs within 30 days after substantial completion of the roadway in question.

ARTICLE V. FINANCIAL AND BONDS

Section 5.01 Tax Rate. The District will adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts based on its debt service and operating and maintenance requirements, report the tax rate set by the District each year to the District's tax assessor/collector, and perform all acts required by law for its tax rate to be effective. Developer and the City anticipate that, once the District levies an ad valorem tax, the District's total annual ad valorem tax rate will be higher than the City's total annual ad valorem tax rate for several years.

Section 5.02 Filing of Budget and Audit Report. Upon request by the City, the District will provide the City with a copy of its annual audit and approved budget for each fiscal year.

Section 5.03 Purposes. The District may issue bonds or notes for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, appliances, and capacity or contract rights necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (d) pay expenses authorized by Section 49.155 of the *Texas Water Code*; and (e) if authorized by law, develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, *et seq.*) of the *Texas Water Code*. Further, subject to the approval of the Commission or statutory authorization to do so, the District may design, acquire, construct, finance, and issue bonds for Road Improvements as provided in Section 54.234 of the *Texas Water Code*. The District may also issue bonds for refunding purposes. The District may reimburse the Developer for expenditures authorized by applicable law and this Agreement.

Section 5.04 Bond Requirements. All bonds issued by the District shall comply with the following requirements: (a) the maximum maturity of the bonds shall not exceed thirty (30) years from the date of issuance of any one series of bonds; (b) the bonds shall expressly provide that the District shall reserve the right to redeem the bonds at any time beginning not later than the tenth (10th) anniversary date of issuance, without premium; (c) no variable rate bonds shall be issued by the District; and (d) no bonds shall be issued having any issuance date more than thirty (30) years from the date of the first issuance of bonds by the District without the City's approval, which will not be unreasonably withheld, delayed or denied.

Section 5.05 Bonds Requiring Commission Approval. At the time the District submits any application to the Commission for approval of the issuance of bonds for which Commission approval is required, the District will submit a copy of such application to the City. Any City objection to the bonds must (a) be in writing; (b) be given to the District within 30 days from the date of the City's receipt of the bond application; (c) be signed by the City Manager; and (d) specifically identify non-compliance or default and reference the provision in this Agreement that applies. If a City objection is made in compliance with this Section, the City and the District will use good faith efforts to resolve the City objection within 30 days, during which time the District will not proceed with the sale of the Bonds to which the City objection applies.

Section 5.06 Refunding Bonds. In connection with: (a) an advance refunding which (i) has a final maturity no longer than the final maturity on the obligations refunded, (ii) will achieve a net present value savings of at least three percent, and (iii) has savings that are substantially or fairly uniform over each maturity being refunded; or (b) a current refunding which (i) has a final maturity no longer than the final maturity on the refunded obligations,

(ii) will achieve a net present value savings, and (iii) has savings that are substantially or fairly uniform over each maturity of obligations being refunded, no prior notice to or City review or approval will be required; however, the District must deliver a certificate from its financial advisor that demonstrates that the proposed refunding will comply with this Section at least three business days before execution of the purchase agreement for the refunding and must deliver evidence of its compliance with the requirements of this Section to the City within three business days after the execution of the purchase agreement for the refunding.

Section 5.07 Official Statements. Within 30 days after the District closes the sale of any series of bonds, the District will provide a copy of the final official statement for such bonds, if applicable, to the City.

Section 5.08 Other Funds. The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of its facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

ARTICLE VI. TERM; ASSIGNMENT; COOPERATION

Section 6.01 Term. The term of this Agreement will commence on the Effective Date and continue for 15 years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, the District, and the Developer. Upon the expiration of 15 years, this Agreement may be extended, at the Developer's request, with City Council approval, for up to two successive 15-year periods.

Section 6.02 Termination and Amendment by Agreement. Except as provided in Section 6.01, this Agreement may be terminated or amended as to all of the Land at any time by mutual written agreement of the City, the Developer and, after its creation, the District, or may be terminated or amended only as to a portion of the Land by the mutual written agreement of the City, the owners of a majority of the portion of the Land affected by the amendment or termination and, after its creation, the District. After full build-out of the District, this Agreement may be amended by mutual written agreement of the District and the City, and the joinder of the Developer will not be required.

Section 6.03 Assignment. This Agreement, and the rights of the Developer hereunder, may be assigned by the Developer, to a purchaser of all or a portion of the undeveloped portion of Land. Any assignment will be in writing, specifically setting forth the assigned rights and obligations and be executed by the proposed assignee and a copy provided to the City. If the Developer assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. However, no assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance. Notwithstanding the foregoing, however, the Developer shall not have the right to assign this Agreement, or any right, title, or interest of the Developer under this Agreement, until the District has become a party to this Agreement. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any

ultimate consumer who purchases a fully developed and improved lot within the Land, nor is this Agreement intended to confer upon any such person or entity the status of a third party beneficiary.

Section 6.04 Cooperation. The City, the District, and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder. The City agrees to cooperate with the Developer in connection with any waivers or approvals the Developer may desire from Bell County in order to avoid the duplication of processes or services in connection with the development of the Land. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY:	City of Killeen P.O. Box 1329 Killeen, TX 76540-1329 Attn: City Manager/City Attorney
DEVELOPER:	WBW Land Investments, LP 3000 Illinois Street, Ste. 100 Killeen, Texas 76543
DISTRICT:	Bell County Municipal Utility District No. 2 c/o Armbrust & Brown, PLLC Attn: John W. Bartram 100 Congress Ave., Ste. 1300 Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Developer and the City may, by giving at least five days' written notice to the other party, designate additional parties to receive copies of notices under this Agreement.

Section 7.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is

possible. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.03 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bell County, Texas.

Section 7.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 7.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 7.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the governing documents of each entity executing on behalf of the Developer.

Section 7.08 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** - Metes and Bounds Description of the Land
- Exhibit B** - Design Standards
- Exhibit C** - Drainage Standards
- Exhibit D** - Land Plan
- Exhibit E** - Roadway Plan
- Exhibit F** - Utility Plan
- Exhibit G** - Depiction of Chaparral Road Improvements

* * *

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

CITY:

CITY OF KILLEEN, TEXAS

By: _____ *BSO*
Name: Glenn Morrison
Title: City Manager

Date: _____

DEVELOPER:

WBW LAND INVESTMENTS, LP, a Texas limited partnership

By: WBW Land Investments GP, LLC, a Texas limited liability company, its General Partner

By: _____
Bruce Whitis, Manager

Date: _____

DISTRICT:

**BELL COUNTY MUNICIPAL UTILITY
DISTRICT NO. 2**

By: _____
Name: _____
President, Board of Directors

Date: _____

ATTEST:

By: _____
Name: _____
Secretary, Board of Directors

EXHIBIT A
[Metes and Bounds Description of the Land]

FIELD NOTES
1373.0 ACRE TRACT
BELL COUNTY, TEXAS

FIELD NOTES for a 1373.0 acre tract of land in Bell County, Texas, being part of the H. T. & B. RR. Co Survey, Abstract No. 449, the W. L. Blackman Survey, Abstract No. 135, the Washington Co. RR. Co. Survey, Abstract No. 917, the J. W. Fletcher Survey, Abstract No. 335, the W. S. Ellis Survey, Abstract No. 985, the A. S. Harris Survey, Abstract No. 461, the W. C. Pearce Survey, Abstract No. 1241, the Benjamin Ellis Survey, Abstract No. 294, the Benjamin Ellis Survey, Abstract No. 293, the M. Carpenter Survey, Abstract No. 233, the R. H. Gibbs Survey, Abstract No. 1194, and the J. T. Fondren Survey, Abstract No. 334, J. W. Green Survey, Abstract Number 956, the R. H. Gibbs Survey, Abstract Number 1194, part of the J. E. McKenzie Survey, Abstract Number 580, J. B. Stringer Survey, Abstract Number 1189, and the Thomas H. Gatlin Survey, Abstract Number 354 and the land herein described being all of a called 397.433 acre tract designated Exhibit A, Page 1 and 2, all of a called 9.661 acre tract designated Exhibit A, Page 3, all of a called 120.299 acre tract designated Exhibit A, Page 4 and part of a called 641 acre tract designated Exhibit A, Page 5, conveyed to GHW Killeen Ranch, L.P. of record in Document #2009-41130, Official Public Records of Real Property, Bell County, Texas, and being part (5.00 acres designated Save & Except in Doc. #2009-41130) of a called 637.66 acre tract conveyed to Glen H. Womack and wife, Alice M. Womack, of record in Volume 1704, Page 139, Deed Records of Bell County, Texas, all of that certain acre tract described in deed to Whits Land Investments, Ltd. (hereinafter referred to as "WLI") in Volume 7526, Page 488, Official Public Records of Real Property, Bell County, Texas, and all of that certain called 10.21 acre tract described in deed to Whits Land Investments, Ltd. in Volume 8415, Page 686, Official Public Records of Real Property, Bell County, Texas, said 1373.0 acre tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod on the south right-of-way line of Chaparral Road (no dedication found) at the northerly northwest corner of said 120.299 acre tract and the northeast corner of a called 7.83 acre tract conveyed to Frederick P. Henry and wife, Joann E. Henry, of record in Volume 1239, Page 267, Deed Records of Bell County, Texas, for the most northerly northwest corner of this tract;

THENCE N. 69° 35' 50" E., 1067.13 feet, with the south right-of-way line of said Chaparral Road and the north line of said 120.299 acre tract, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN" at the northeast corner of said 120.299 acre tract, being on the west line of a called 120 acre tract conveyed to Thomas E. Whitehead, of record in Volume 2541, Page 239, Official Public Records of Real Property, Bell County, Texas, for the most northerly northeast corner of this tract;

THENCE S. 20° 35' 36" E., 3966.79 feet, with the east line of said 120.299 acre tract and the west line of said 120 acre tract, to a 3/8" iron rod at the southeast corner of said 120.299 acre tract and the southwest corner of said 120 acre tract, being on the north line of said 641 acre tract, for an interior corner of this tract;

THENCE N. 68° 32' 40" E., 125.67 feet, with the north line of said 641 acre tract and the south line of said 120 acre tract, to a 3/4" iron pipe at the northeast corner of said 641 acre tract, being the northwest corner of the remainder of a called 160 acre tract conveyed to J. Kay Cosper, of record in Volume 2260, Page 446, Deed Records of Bell County, Texas, for an "L" corner of this tract;

THENCE S. 20° 46' 59" E., with the east line of said 641 acre tract and the west line of said remainder of 160 acre tract, at a distance of 3250.00 feet, pass the southwest corner of said remainder of 160 acre tract and the northwest corner of that certain tract conveyed to Donna Ray Hoskins, of record in Document #2007-8403, Official Public Records of Real Property, Bell County, Texas, continuing on same course with the west line of said Hoskins tract for a total distance of 6232.52 feet, to a fence corner post found at an angle corner of said 641 acre tract (deed conflict in this area) and a corner of said Hoskins tract, for an angle corner of this tract;

THENCE S. 21° 00' 54" W., 49.05 feet, with fence line to a fence corner post found on the north line of said 397.433 acre tract at the occupied southwest corner of said 160 acre tract, being the northerly southeast corner of said 641 acre tract, for an interior corner of this tract;

THENCE in a southeasterly direction with existing fence on the occupied line between said 397.433 acre tract and said 160 acre tract, the following four (4) calls:

1. S. 75° 51' 20" E., 170.97 feet, to a fence corner post, for an angle corner of this tract;
2. S. 65° 06' 04" E., 131.17 feet, to a fence corner post, for an angle corner of this tract;
3. S. 60° 33' 53" E., 255.46 feet, to a fence corner post, for an angle corner of this tract;
4. S. 77° 38' 37" E., 258.24 feet, to a 3/8" iron rod at the most northerly northeast corner of said 397.433 acre tract, being at an angle corner in the west line of a called 163.343 acre tract conveyed to Gary L. McLean, Trustee of the Gary L. McLean 1998 Trust, of record in Volume 5833, Page 505, Official Public Records of Real Property, Bell County, Texas, for an angle corner of this tract;

THENCE S. 23° 56' 01" E., 1662.98 feet, with the westerly east line of said 397.433 acre tract and the west line of said 163.343 acre tract, to a 5/8" iron rod at an interior corner of said 397.433 acre tract and the southwest corner of said 163.343 acre tract, for an interior corner of this tract;

THENCE N. 69° 30' 36" E., 1750.30 feet, with a north line of said 397.433 acre tract and the southerly south line of said 163.343 acre tract, to a 3/8" iron rod with cap stamped "M&ASSOC KILLEEN" at an interior corner of said 397.433 acre tract and the westerly southeast corner of said 163.343 acre tract, for an "L" corner of this tract;

THENCE N. 20° 30' 33" W., 234.41 feet, with a west line of said 397.433 acre tract and the westerly east line of said 163.343 acre tract, to a 60D nail at an "L" corner of said 397.433 acre tract and an interior corner of said 163.343 acre tract, for an "L" corner of this tract;

1373.0 Acre Notes (cont'd)

THENCE N. 69° 36' 14" E., 867.04 feet, with a north line of said 397.443 acre tract and the northerly south line of said 163.343 acre tract, to a 3/8" iron rod with cap stamped "M&ASSOC KILLEEN" at an "L" corner of said 397.433 acre tract and the easterly southeast corner of said 163.343 acre tract, being on the west line of a called 290.634 acre tract conveyed to Gary L. McLean and wife, Judith C. McLean, of record in Volume 3416, Page 574, Official Public Records of Real Property, Bell County, Texas, for an "L" corner of this tract;

THENCE S. 21° 06' 22" E., 388.88 feet, with a east line of said 397.443 acre tract and the west line of said 290.634 acre tract, to a 3/8" iron rod with cap stamped "M&ASSOC KILLEEN" at an interior corner of said 397.433 acre tract and the westerly southwest corner of said 290.634 acre tract, for an interior corner of this tract;

THENCE N. 69° 23' 10" E., 2136.36 feet, with a north line of said 397.443 acre tract and the northerly south line of said 290.634 acre tract, to a steel game fence corner post at the northeast corner of said 397.433 acre tract and an interior corner of said 290.634 acre tract, for the most southerly northeast corner of this tract;

THENCE S. 20° 08' 40" E., 1248.93 feet, with game fence on the easterly east line of said 397.443 acre tract and the easterly west line of said 290.634 acre tract, to a steel game fence corner post at the northerly southeast corner of said 397.433 acre tract and the easterly southwest corner of said 290.634 acre tract, being on the north line of a called 211.067 acre tract conveyed to Bryan Zynda, of record in Volume 5092, Page 86, Official Public Records of Real Property, Bell County, Texas, for the northerly southeast corner of this tract;

THENCE S. 69° 41' 54" W., 1081.06 feet, with a south line of said 397.443 acre tract and the north line of said 211.067 acre tract, to a 1/2" iron pipe at an interior corner of said 397.433 acre tract and the northwest corner of said 211.067 acre tract, for an interior corner of this tract, whence a 3/8" iron rod found bears N. 69° 22' 11" E., 17.40 feet;

THENCE S. 20° 23' 00" E., 2701.19 feet, with a east line of said 397.443 acre tract and the west line of said 211.067 acre tract, to a railroad spike at the southerly southeast corner of said 397.433 acre tract and the southwest corner of said 211.067 acre tract, being on the north line of a called 232.63 acre tract conveyed to James Whitis Land Investments of record in Document #2009-32469, Official Public Records of Real Property, Bell County, Texas;

THENCE N. 68° 26' 19" E., 454.34 feet, east along the north line of said WLI tract, and south line of said Zynda tract, 454-73/100 feet to a Corps of Engineers Concrete Monument stamped number 4-84 for the northeast corner of said WLI tract, also being the southwest corner of a tract described in the deed to the United States of America TRACT No. 412 recorded in volume 915, page 16 of said Deed Records, also being the northwest corner of the tract described in the deed to the United States of America, TRACT No. 504, recorded in volume 896, page 606 of said Deed Records.

THENCE along the east line of said WLI tract; and the west line of said TRACT No. 504 with the following courses:

1. S. 08° 40' 04" W., 406.56 feet to a Corps of Engineers Concrete Monument stamped number 5-94;
2. S. 08° 51' 47" W., 329.27 feet to a Corps of Engineers Concrete Monument stamped number 5-93;
3. N. 57° 21' 58" E., 691.51 feet to a Corps of Engineers Concrete Monument stamped number 5-92;
4. S. 32° 38' 49" E., 388.37 feet to a Corps of Engineers Concrete Monument stamped number 5-91;
5. S. 88° 52' 36" E., 756.76 feet to a Corps of Engineers Concrete Monument stamped number 5-90; and
6. S. 12° 07' 03" W., 898.64 feet to a 5/8 inch iron rod set, from said 5/8 inch iron rod set, a Corps of Engineers Concrete Monument found stamped number 5-89 bears S. 12° 07' 03" W., 157.24 feet.

THENCE S. 71° 30' 40" W., 3543.47 feet to a 5/8 inch iron rod in the east margin of Live Oak Cemetery Road, a 60 feet right of way width and being in the west line of said WLI tract.

THENCE along said east margin of said Road with the following courses:

1. N. 65° 05' 28" W., 331.63 feet to a 5/8 inch iron rod;
2. N. 64° 23' 53" W., 455.12 feet to a 5/8 inch iron rod;
3. N. 43° 33' 18" W., 276.34 feet to a 5/8 inch iron rod for the most southern corner of the called 23.31 acre tract designated at Exhibit "C" in said WLI deed of record, also being the southwest corner of said 10.21 acre tract;

THENCE N. 43° 04' 22" E., 433.10 feet departing the north margin of Live Oak Cemetery Road, to a 5/8 inch iron rod being the southeast corner of said 23.31 acre tract and west line of said 10.21 acre tract to a 5/8 inch iron rod.

THENCE N. 19° 57' 16" W., 2251.08 feet to a 5/8 inch iron rod.

THENCE S. 70° 03' 32" W., 740.12 feet to a 5/8 inch iron rod.

1373.0 Acre Notes (cont'd)

THENCE N. 19° 57' 15" W., 44.84 feet to an iron rod in the south right of way line of Acorn Lane as described in a Final Judgment recorded in Number 95,340-B District Court Records, Bell County, Texas and being in the called west line of said WBH tract

THENCE S. 69° 30' 06" W., 202.43 feet with the original south line of said 397.443 acre tract, the south line of said Acorn Lane to a 3/8" iron rod;

THENCE S. 69° 32' 53" W., with the original south line of said 397.443 acre tract, the south line of said Acorn Lane and over and across said 50.14 acre tract, at a distance of 598.69 feet, pass a 5/8" iron rod with cap stamped "RCS" on the easterly west line of said 50.14 acre tract and the east line of a called 5 acre tract conveyed to Gloria Johnyce Dunn, Linda Sue Carrell and James William Cospur, Jr., of record in Volume 1708, Page 383, Deed Records of Bell County, Texas, continuing on same course with the original south line of said 397.433 acre tract and the south line of said Acorn Lane, over and across said 5 acre tract, for a total distance in all of 913.74 feet, to a point at the original westerly southwest corner of said 397.433 acre tract, for a southwest corner of this tract, whence a 1/2" iron rod bears S. 69° 32' 53" W., 5.64 feet;

THENCE N. 20° 33' 43" W., with a west line of said 397.443 acre tract, at a distance of 60.41 feet, pass a 1/2" iron rod found at the southeast corner of a called 11.25 acre tract conveyed to Arthur W. Lutz, of record in Volume 3867, Page 10, Official Public Records of Real Property, Bell County, Texas, on the north line of said Acorn Lane, continuing on same course with a west line of said 397.433 acre tract and the east line of said 11.25 acre tract, for a total distance in all of 1692.15 feet, to a 1/2" iron rod at an angle corner of said 397.433 acre tract and an angle corner of said 11.25 acre tract, for an angle corner of this tract;

THENCE N. 44° 23' 49" W., 963.35 feet, with a west line of said 397.443 acre tract, the east line of said 11.25 acre tract and the east line of a called 5.82 acre tract conveyed to Arthur W. Lutz, of record in Volume 3326, Page 241, Official Public Records of Real Property, Bell County, Texas, to a 3/8" iron rod found at an angle corner of said 397.433 acre tract and the northeast corner of said 5.82 acre tract, being the northerly southeast corner of said 641 acre tract, for an interior corner of this tract;

THENCE S. 68° 49' 25" W., 254.77 feet, with a south line of said 641 acre tract and the north line of said 5.82 acre tract, to a 1/2" iron rod at the northwest corner of said 5.82 acre tract, being the northeast corner of a called 19.674 acre tract conveyed to Richard J. Sofaly and Karla J. Sofaly, of record in Volume 6151, Page 347, Official Public Records of Real Property, Bell County, Texas, for an angle corner of this tract;

THENCE S. 68° 36' 30" W., 152.96 feet, with a south line of said 641 acre tract and the north line of said 19.674 acre tract, to a 3/4" iron pipe at an interior corner of said 641 acre tract and the northerly northwest corner of said 19.674, for an interior corner of this tract;

THENCE S. 07° 48' 16" E., 907.55 feet, with a east line of said 641 acre tract and the west line of said 19.674 acre tract, to a fence corner post at an angle corner of said 641 acre tract and an angle corner of said 19.674, for an angle corner of this tract;

THENCE S. 09° 20' 42" W., 39.12 feet, with a east line of said 641 acre tract and the west line of said 19.674 acre tract, to a 3/4" iron pipe at an angle corner of said 641 acre tract and an angle corner of said 19.674, for an angle corner of this tract;

THENCE S. 12° 47' 58" E., 315.66 feet, with a east line of said 641 acre tract and the west line of said 19.674 acre tract, to a 3/4" iron pipe at the southerly southeast corner of said 641 acre tract and an interior corner of said 19.674 acre tract, for a southeast corner of this tract;

THENCE S. 57° 19' 53" W., 454.18 feet, with a south line of said 641 acre tract and a north line of said 19.674 acre tract, to a 3/4" iron pipe at an angle corner of said 641 acre tract and the southerly northwest corner of said 19.674 acre tract, being the northeast corner of a called 60.5 acre tract designated Second Tract and the east corner of a called 6.3 acre tract designated Third Tract, conveyed to Hulona Ruth Millsaps, of record in Volume 2935, Page 365, Official Public Records of Real Property, Bell County, Texas, for an angle corner of this tract;

THENCE S. 88° 16' 26" W., 1884.75 feet, with a south line of said 641 acre tract and the north line of said 6.3 acre tract, to a 1/2" iron rod at the southwest corner of said 641 acre tract and the northwest corner of said 6.3 acre tract, being on the east line of a called 296.02 acre tract designated First Tract, conveyed to Hulona Ruth Millsaps, of record in Volume 2935, Page 365, Official Public Records of Real Property, Bell County, Texas, for an angle corner of this tract;

THENCE N. 20° 41' 14" W., 4066.10 feet, with the west line of said 641 acre tract and the westerly east line of said 296.02 acre tract, to a 1/2" iron rod at the southerly northwest corner of said 641 acre tract and an interior corner of said 296.02, for a northwest corner of this tract;

THENCE N. 80° 43' 06" E., 581.76 feet, with a north line of said 641 acre tract and a south line of said 296.02 acre tract, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN" at an interior corner of said 641 acre tract and the northerly southeast corner of said 296.02 acre tract, for an interior corner of this tract;

THENCE N. 21° 24' 51" W., 1231.85 feet, with the west line of said 641 acre tract and the easterly east line of said 296.02 acre tract, to a 3/4" iron pipe at an "L" corner of said 641 acre tract and the northeast corner of said 296.02, for an "L" corner of this tract;

CLOSURE REPORT

Wed Feb 21 2013

LINE	Bearing	Distance
BEGINNING		
LINE 1	N 89°45'50" E	1067.17
LINE 2	S 20°35'36" E	3966.79
LINE 3	N 66°22'40" E	125.67
LINE 4	S 20°45'59" E	6232.82
LINE 5	S 21°20'54" W	49.09
LINE 6	S 75°41'20" E	170.97
LINE 7	S 65°26'04" E	101.17
LINE 8	S 60°53'03" E	255.46
LINE 9	S 73°39'37" E	258.24
LINE 10	S 23°26'01" E	1662.98
LINE 11	N 69°20'36" E	1750.30
LINE 12	N 20°20'33" W	294.41
LINE 13	N 69°26'24" E	867.04
LINE 14	S 21°22'22" E	368.88
LINE 15	N 63°23'10" E	2136.06
LINE 16	S 20°23'46" E	1348.93
LINE 17	S 62°41'54" W	1061.06
LINE 18	S 20°23'00" E	2702.19
LINE 19	N 68°28'19" E	454.34
LINE 20	S 08°40'04" W	406.56
LINE 21	S 08°11'47" W	329.27
LINE 22	N 57°21'58" E	691.51
LINE 23	S 32°28'49" E	398.37
LINE 24	S 88°22'36" E	756.26
LINE 25	S 12°07'03" W	899.64
LINE 26	S 77°39'40" W	2543.47
LINE 27	N 65°05'28" W	331.63
LINE 28	N 64°23'53" W	455.72
LINE 29	N 43°33'18" W	176.34
LINE 30	N 43°06'22" E	433.20
LINE 31	N 18°57'16" W	1251.08
LINE 32	S 70°03'32" W	740.12
LINE 33	N 19°57'13" W	44.24
LINE 34	S 69°30'06" W	202.43
LINE 35	S 69°52'53" W	913.74
LINE 36	N 20°33'43" W	1692.15
LINE 37	N 41°22'49" W	363.35
LINE 38	S 65°49'25" W	754.77
LINE 39	S 68°26'30" W	152.96
LINE 40	S 07°49'16" E	907.55
LINE 41	S 04°22'42" W	39.12
LINE 42	S 12°47'58" E	315.66
LINE 43	S 57°19'43" W	454.18
LINE 44	S 86°18'26" W	1884.75
LINE 45	N 20°41'14" W	4066.70
LINE 46	N 82°43'06" E	581.76
LINE 47	N 21°24'51" W	1231.25
LINE 48	S 69°06'01" W	12.65
LINE 49	N 21°16'52" W	2649.55
LINE 50	N 21°06'13" W	137.66
LINE 51	N 20°30'18" W	143.82
LINE 52	N 20°55'42" W	933.30
LINE 53	N 26°21'59" W	13.51
LINE 54	N 39°27'36" W	58.26
LINE 55	N 68°41'40" E	1432.22
LINE 56	N 20°28'55" W	2494.54
LINE 57	N 69°09'30" E	342.07
LINE 58	N 21°09'46" W	497.93
END-BEGINNING		

Closure Error Distance> 6.00000
 Total Distance> 59690.385
 Area: 59807805.9 sq Ft, 1373.0 acres



A. W. Kessler
 2-21-13

EXHIBIT B
[Design Standards]

Exhibit B - Design Standards
 Bell County Municipal Utility District No. 2

A. TOTAL DEVELOPMENT INTENSITY

The Project shall be limited to a maximum overall gross density of 2.75 dwelling units to the acre, measured in the aggregate.

**B. SINGLE FAMILY RESIDENTIAL USE
 (DETACHED AND DUPLEX UNITS)**

Development standards:

	Single Family Residential
Front yard (min)	20 ft.
Lot width (min)	45 ft.
Lot depth (min)	100 ft.
Lot size (min)	5,000 sq. ft.
Front yard: garage door (min)	25 ft.
Side yard	5 ft.
Building to building separation on lots 60 ft. and larger	15 ft.
Rear yard (min)	10 ft.
Side and rear yard for accessory building (min)	5 ft. ; 0 ft. for common walls
Building height (max)	35 ht./3 stories

Setback encroachment:

These uses and structures may encroach into a yard or required setbacks as follows.

Type of structure or use	Residential uses
Air conditioning equipment	Any part of the side and rear yard
Arbors and trellises	Any yard, at least 5 ft. from neighbor's Property Line
Awnings	No more than 3 ft. into front, side or rear yard; may hang over easements at no less than 7 ft. in height from grade

Residential lot limitations	Cumulative percentage of permitted dwelling units
No more than 675 lots may be less than 50 feet in width	(18% of 3,750)
No more than 2,250 lots may be less than 60 feet in width	(60% of 3,750)
No more than 3,375 lots may be less than 70 feet in width	(90% of 3,750)
No more than 3,750 lots total	

Maximum Duplex Intensity – No more than 200 duplexes are permitted in the project.

Mandatory Homeowner Association - A mandatory homeowner association shall be created and maintained for all single household and two household residential development.

Building Orientation - Household dwellings must be oriented where the front façade is generally parallel to and facing the street as much as possible, and not another dwelling on an adjacent lot. On corner lots, houses may face the corner of either fronting street.

Exterior Wall Standards - Exterior surface area (all stories) of primary buildings shall consist of clay brick, ledge stone, fieldstone, cast stone, granite, tile, painted or tinted stucco, and factory tinted (not painted) split faced concrete masonry unit, cementitious-fiber planking (not panels) or similar material.

Solid wood planking, decorative cementitious-fiber panels and similar materials may be used for accent features.

Architectural Design - All building fronts shall have at least four different design features to break the wall plan. The following are examples of the types of design features that shall be utilized: horizontal off-sets, recesses or projections, porches, breezeways, porte-cocheres, courtyards, awnings, canopies, alcoves, recessed entries, ornamental cornices, display or other ornamental windows, vertical "elevation" off-sets, peaked roof forms, arches, outdoor patios, architectural details such as tile work or moldings integrated into the façade, integrated planters or wing walls, accent materials, varied roof heights, premium roofing materials such as tile or standing seam metal, or similar design features.

Garages - Garage door articulation shall include detailing and/or relief on the door surface using wood or wood-like finished materials.

Garage doors are limited to 2-car garage size.

Garage – flush with façade - Garage doors flush with the street facing façade require detailing on the façade to de-emphasize the visual impact of the garage, including trim or banding around the garage door.

Garage – side-loaded - Garages that are side-loaded (in relation to the street) are a preferred garage type provided that driveway pavement is generally limited to the minimum necessary for safe vehicular movement.

Corner lot garage placement - Minimize the visual prominence of garage and driveway placement on corner lots by incorporating the following:

Avoid garage placement/driveway access from a side street that is centered on an approaching street.

House plan and façade repetition - Same floor plan, different elevation, same side of the street. When building different elevations of the same plan on the same side of the street, two lots must be skipped before repeating the same elevation.

House plan and façade repetition - Same floor plan, different elevation, opposite side of the street. When building different elevations of the same plan on the opposite side of the street, one and a half lots must be skipped before repeating the same elevation.

House plan and façade repetition - Same floor plan, same elevation, same or opposite side of the street. When building same or similar elevations of the same floor plan on the same or opposite side of the street,

four lots must be skipped before repeating the same elevation. Same elevations may not be facing opposite one another.

Roofs - On the buildings with pitched roofs, the minimum roof pitch is 4:12. Pitched roofs shall be clad in 25-year minimum composition shingles or low reflectivity galvanized metal roofing materials.

Required landscaping:

Front yard of lot – One native tall tree or two native short trees.

Existing native tall and short trees may be used to meet minimum tree planting requirements.

Tree Size - Native tall trees must have a trunk of at least 1.5 in. caliper and 10-12 ft. ht. Native short trees must have a caliper of at least 1.5 in. (combined total inches if multi-trunk) and 8-10' height.

Trees Placement - Trees may be clustered in groups, to present a natural environment and ease maintenance. All trees must be placed on the lot being developed, unless otherwise permitted.

Landscape Maintenance - Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition.

Replacement - Landscape elements that are removed or dead must be promptly replaced.

C. MULTI-FAMILY RESIDENTIAL USE

Development standards:

	Minimum
Front yard (min)	15 ft.
Front yard: garage door (min)	25 ft.
Side yard (min)	15 ft.
Rear yard (min)	25 ft.
Side and rear yard for accessory building (min)	15 ft.
Spacing between buildings (min)	20 ft.
Building height (max)	3 stories

Setback encroachment:

These uses and structures may encroach into a yard or required setbacks as follows.

Type of structure or use	Residential uses
Air conditioning equipment	Any part of the side and rear yard
Arbors and trellises	Any yard, at least 5 ft. from neighbors Property Line
Awnings	No more than 3 ft. into front, side or rear yard; may hang over easements at no less than 7 ft. in height from grade
Bay windows, chimneys, overhanging eaves	No more than 3 ft. into any yard
Retaining walls	Any yard on the site
Satellite dishes at least 1 m in	Side and rear yard, at least 10 ft. from Property Line

diameter	
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Maximum Development Intensity – No more than 300 multi-family dwelling units are permitted in the project.

Four-Plex Residential Buildings – Four-plex Residential Buildings are not a permitted use.

Pedestrian connectivity - Connecting walkways, at least 5 feet in width, must link perimeter public sidewalks with building entries.

Dumpster Enclosures - Dumpster enclosures must be located at least 25 feet from a residential use.

Multiple Household Structure Orientation - Buildings must be oriented towards the perimeter streets, or an internal drive, rather than orientation only to internal parking lots.

Service Area Screening - Loading docks, waste disposal areas and similar uses must be screened from public streets, and primary entrances with fencing, walls and/or landscaping.

Connectivity for multi-family residential development - Multi-family development must have pedestrian and vehicular connections to adjacent residential and commercial development.

Circulation - To the maximum extent practicable, pedestrians and vehicles must be separated through walkways or sidewalks.

Exterior Wall Pattern – Street facing facades must be articulated with bays, insets, balconies, porches, or stoops related to entrances and windows.

Four-sided Design - All walls viewed from a public street must include materials and design characteristics consistent with those on the front.

Building Entries - Building entries next to a public street, private drive or parking area must be articulated to providing an expression of human activity or use in relation to building size. Doors, windows, entranceways, and other features such as corners, setbacks, and offsets can be used to create articulation.

Garage Doors - Front loading garage doors on multi-family residential buildings must include the following; every two single-bay garage doors or every double garage door must be offset by at least 4 ft. from an adjacent garage door. Garage doors must integrate into the overall design of the site with color and texture.

Windows and Transparency - All walls and elevations on all floors of multiple household buildings must have windows, except where necessary to assure privacy for adjacent property owners.

Building Roofs - On buildings with pitched roofs, the minimum roof pitch is 4:12. On buildings where flat roofs are the predominant roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall.

Building material - Masonry, stone and/or brick must be used as exterior materials on at least 40% of exterior surface area. Wood, fiber-cement siding, corrugated metal, and stucco are examples of appropriate secondary exterior materials. T-1-11 and other plywood-based siding materials are prohibited.

Mechanical Equipment Screening - Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.

D. COMMERCIAL USE

Development standards:

Commercial	
Front yard (min)	25 ft.
Side yard (min)	15 ft. when adjoining side street; 10 when adjoining residential lots; 0 ft. for all other instances
Rear yard (min)	0 ft. except that a rear yard of not less than 10 ft. when abutting residential lots
Side and rear yard for accessory building (min)	Same as main building
Spacing between buildings (min)	0 ft. for common walls or 20 ft.
Building height (max)	2 stories

Setback encroachment:

These uses and structures may encroach into a yard or required setbacks as follows.

Type of structure or use	Residential uses
Air conditioning equipment	Any part of the side and rear yard
Arbors and trellises	Any yard, at least 5 ft. from neighbor's Property Line
Awnings	No more than 3 ft. into front, side or rear yard; may hang over easements at no less than 7 ft. in height from grade
Bay windows, chimneys, overhanging eaves	No more than 3 ft. into any yard
Satellite dishes at least 1 m in diameter	Side and rear yard, at least 10 ft. from Property Line

Connecting walks - Required sidewalks serving non-residential lots must connect to primary building entrances and parking in the lot.

Dumpster Enclosures - Dumpster enclosures must be located at least 25 feet from a residential use.

Service Area Screening - Loading docks, waste disposal areas and similar uses must be screened from public streets, and primary entrances with fencing, walls and/or landscaping.

Lighting - Light standards shall not exceed sixteen (16') feet in height, and shall be fully shielded to shine solely upon the commercial tract. Light shall not shine on any abutting property or public right-of-way. Wall mounted exterior lighting shall not shine on any abutting property or public right-of-way. Canopy or awning lighting shall be fully shielded or recessed so that the lenses of the lights are, at a minimum, flush with the bottom surface of the canopy or awning.

E. STREETS

Utility Equipment - Electrical meters, switch boxes, panels, conduit, and related utility equipment must be placed in the most inconspicuous location possible.

Landscaping - Trees must be placed at least 10ft. from streetlights and 3 ft. from wet utilities.

Clear zone at intersections - Trees in planter strips must be at least 10 ft. from the curb return corner at street intersections.

Sidewalks - Sidewalks may meander to avoid trees, utility poles and boxes, and other obstacles; and for aesthetics. Sidewalks must connect to existing adjacent sidewalks, or be designed and placed to allow connection to future adjacent sidewalks. Sidewalks must be installed to provide all residential areas with direct access to all neighborhood facilities, including schools, parks and playgrounds, wherever possible.

Shared-Use Paths - Shared-use paths may be used to enhance pedestrian travel where the existing circulation system does not serve these patrons well or provide corridors free of obstacles. Paths must connect to the street and sidewalk system safely and conveniently.

Traffic Calming:

Horizontal deflection improvements - Traffic calming improvements that use horizontal deflections, including traffic circles, corner neckdowns, chicanes, tapers, landscape medians, are permitted. Horizontal deflection improvements may encroach into the required paved area for a street type, if reasonable access is not obstructed.

F. PARKLAND AND OPEN SPACE

Access - Parkland and common Open Space, as defined in Section 4.02(b) of this Agreement, must be reasonably accessible to all residents of the project. Green links and trails must be provided to common Parkland and Open Space not readily accessible to a public street.

Parkland and Open Space Design - Designated common Open Space may be in a natural, undisturbed state or contain usable open space, including Parkland landscaped for informal, open play areas, or developed for active and/or passive recreational uses. Open Space and Parkland may be located in the 100-year floodplain. A minimum of 5 parks containing usable open space shall be distributed equally within the property for convenient access by residents; the minimum size of said parks shall be two acres and the total aggregate of usable Parkland shall be a minimum of 100 acres.

Property Owner's Association - All private Open Space, Parkland and structures thereon, if any, shall be conveyed to and permanently owned and maintained by a Home Owner's Association (HOA) or other responsible entity. The HOA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the Open Space and Parkland areas.

EXHIBIT C
[Drainage Standards]

Exhibit C - Design Standards

Bell County Municipal Utility District No. 2

1. DRAINAGE POLICY

- 1.1. The Design Engineer shall study downstream tributaries to demonstrate post-developed 100-yr runoff does not inundate structures (not previously subject to 100-yr storm event inundation) or cause water velocities to become more erosive ("Adverse Impact"). The Design Engineer may utilize and/or require detention facilities to remediate an Adverse Impact. Furthermore, and as a part of each Final Plat, the Design Engineer shall review (in Zone AE) or establish (in Zone A) Base Flood Elevations and minimum Finish Floor Elevations (FFE) for each lot adjacent to Special Flood Hazard Areas (SFHA). Neither a LOMR nor a CLOMR application will be prepared or submitted to FEMA for this Development.
- 1.2. Drainage infrastructure located within Publically dedicated rights of ways shall be accepted for ownership and maintenance upon annexation of District.
- 1.3. The Design Engineer shall provide City with HEC RAS models for the affected watersheds.
- 1.4. Drainage easements for storm drains shall be a minimum of 15 feet in width or 1.5 times the depth of the storm drain, whichever is greater. The drainage easement for a flume shall be equal to 10 feet or the width of the flume, whichever is greater. Fences shall not cross or be constructed within drainage easements. Fences may cross easements with underground facilities provided the design engineer can illustrate how conveyance for the 100-year storm event is unobstructed.
- 1.5. Drainage channels and detention shall be contained within drainage easements. A minimum 10-foot wide drainage easement for access shall be provided for drainage channels and detention ponds. Ramps no steeper than 5 feet horizontal to 1 foot vertical shall be provided to allow access to drainage channels and detention ponds. The minimum bottom width for a trapezoidal channel with vegetative side slopes shall be 4 feet. V-ditches are only allowed with side slopes no steeper than 4 feet horizontal to 1 foot vertical.
- 1.6. Development shall be subject to City of Killeen's adopted Drainage Design Manual (DDM) section 1.2.6.D.5 dated 11/8/2011, however, roof overhangs shall be allowed within easements.
- 1.7. Development shall be subject to City of Killeen's adopted Drainage Design Manual (DDM) section 1.2.10.B through 1.2.10.D dated 11/8/2011.
- 1.8. Final Plat applications must include a site grading and drainage plan that includes drainage computations and a detailed site grading plan. The site grading plan shall include arrows indicating direction of runoff for each lot. All lots must have positive drainage away from structures.

2. DETERMINATION OF STORM RUNOFF

- 2.1. When analyzing drainage infrastructure for this development the design engineer shall assume this development to be fully developed.
- 2.2. Rational Method shall be used for drainage areas less than 200 acres. Runoff coefficients (C Factors) shall be consistent with DDM tables 2-2 and 2-3.
- 2.3. SCS Method shall be used for drainage areas greater than 200 acres. Curve Numbers (CN) shall be consistent with TR-55.
- 2.4. Times of Concentration (TC) shall be calculated using Kerby, TR-55, or other generally accepted industry standard methods. TC calculations shall not allow for sheet flow to exceed 100 feet in length.
- 2.5. HEC-HMS shall be used to determine channel flows if hydrograph routing is determined necessary by Design Engineer.
- 2.6. HEC-RAS shall be used to determine Base Flood Elevations (BFE).
- 2.7. Sheet flow may not be assumed when flow length exceeds 100 ft.

3. STREET FLOW

3.1. General

- 3.1.1. Concentrated discharge into roadways is only allowed with Director of Public Works, or their appointee, approval.
- 3.1.2. Capacity shall be determined using Manning, Modified Manning, or other generally accepted engineering methods.
- 3.1.3. 100-yr storm event shall be contained within the Right of Way (ROW) or Drainage Easements (DE).

3.2. Parkway

- 3.2.1. Streets shall have a ¼" per foot crown slope (2.08%) except within super elevations
- 3.2.2. Shall have one open lane, ten feet wide, in each direction during 25-yr storm event.
- 3.2.3. Depth, within the ten foot lane, shall not exceed three inches during the 100-yr storm

3.3. Boulevard

- 3.3.1. Streets shall have a ¼" per foot crown slope (2.08%) except within super elevations and where the street is designed to convey storm water runoff across the street.
- 3.3.2. Valley gutters shall be used where storm water is conveyed across roadway. Maximum depth at the valley gutter shall not exceed maximum allowable street depth.
- 3.3.3. Shall have one open lane, eight feet wide, in each direction during 25-yr storm event.
- 3.3.4. Depth, within the eight foot lane, shall not exceed six inches during the 100-yr storm event .

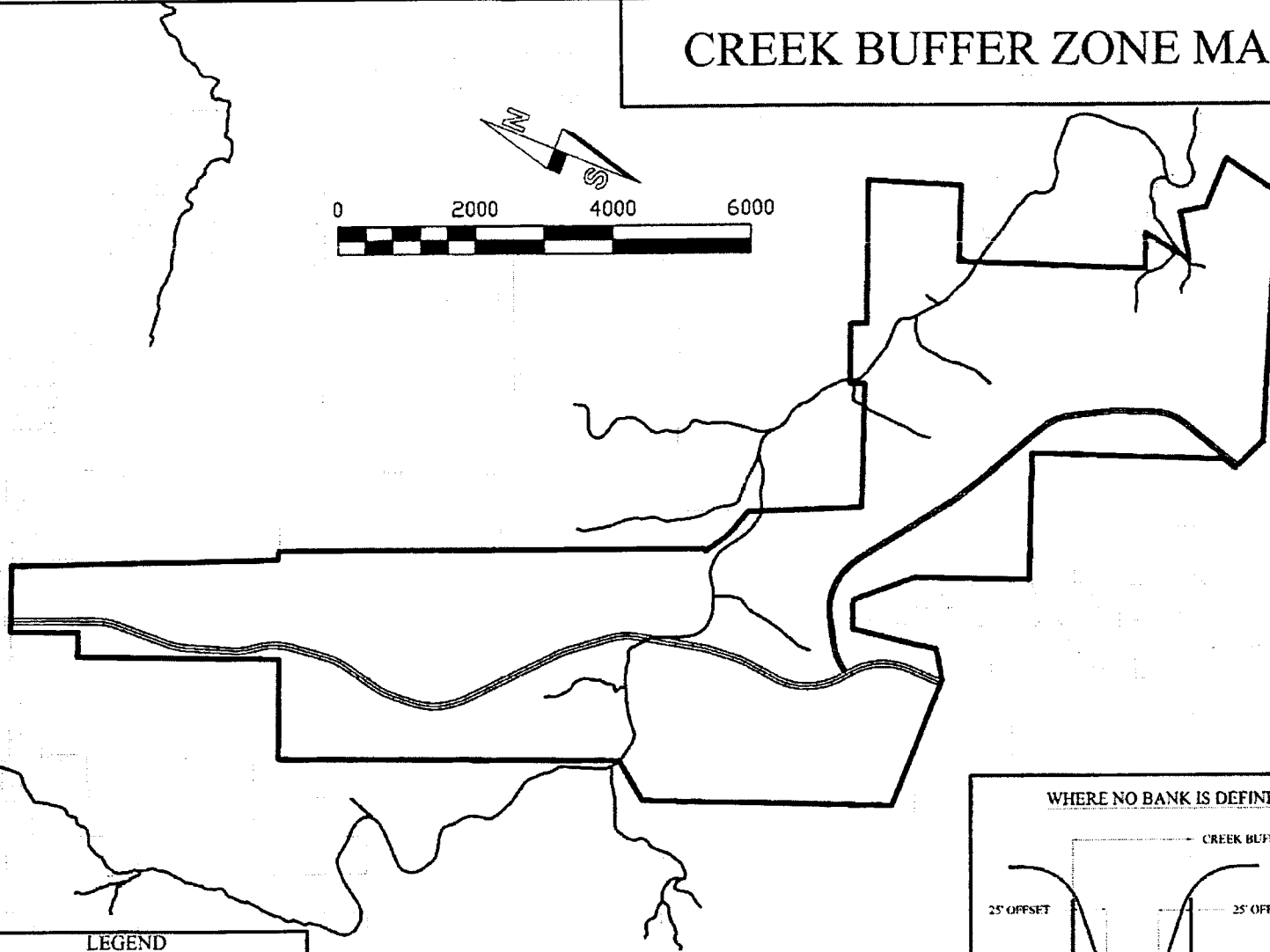
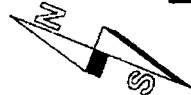
3.4. Residential Streets

- 3.4.1. Streets shall have a ¼" per foot crown slope (2.08%) except within super elevations and where the street is designed to convey storm water runoff across the street.
- 3.4.2. Valley gutters shall be used where storm water is conveyed across roadway. Maximum depth at the valley gutter shall not exceed maximum allowable street flow depth.
- 3.4.3. Shall not exceed three inches over top of curb (TOC) during 25-yr storm event.
- 3.4.4. 100-yr storm event shall be contained within the Right of Way (ROW) or Drainage Easements (DE).

4. INLETS

- 4.1. Inlets on streets of less than 0.60% grade shall be considered sag-condition inlets.
- 4.2. Inlets shall be designed using Winstorm or other generally accepted engineering methods.
- 4.3. The hydraulic grade line elevation shall not exceed the water surface elevation at inlets or other points of relief.
- 4.4. Grate Inlets shall be designed using a 50% clogging factor.
5. STORM DRAINS
 - 5.1. HDPE may be used except under roadways so long as the HDPE pipe is installed and backfilled according to manufacturer specifications. RCP, or other City accepted material, shall be used under roadways. RCP shall be Class III with minimum 2' of cover in all cases (paved and unpaved) without an engineering analysis. If minimum cover cannot be attained, Design Engineer shall use higher strength (Class IV or V) pipe sufficient to support the expected load.
 - 5.2. Storm drain pipes shall be designed using Winstorm or other generally accepted engineering methods.
 - 5.3. Junction boxes must be used for horizontal alignment breaks exceeding forty-five degrees. Pre-fabricated fittings may be used for alignment breaks when such break is within fifteen feet of an inlet, junction box, or other access point or when the horizontal alignment break is less than or equal to forty-five degrees.
 - 5.4. Velocities within storm drains, during the design storm, shall not be less than 2.5 fps.
 - 5.5. Energy dissipation shall be used at outfalls where maximum outfall velocities exceed fifteen feet per second unless the earthen conditions in the immediate area are determined to be erosion resistant for these velocities.
 - 5.6. Pipe diameter shall not be less than eighteen inches (inside diameter).
 - 5.7. Storm drain access shall be provided a minimum of every 500 feet.
 - 5.8. Storm sewer bedding shall be to 6 inches above the top of pipe or to Applicable Rules (whichever is greater).
6. OPEN CHANNELS
 - 6.1. Earthen Channels
 - 6.1.1. Channels shall be designed so that velocities during the 100-yr storm event do not exceed six feet per second (velocities may exceed six feet per second if the side slopes are stabilized or the Design Engineer determines the channel slopes are not subject to erosion).
 - 6.1.2. Channels less than or equal to four feet deep shall be designed with a 3:1 (H:V) side slope. Channels greater than four feet deep shall be designed with a 4:1, or flatter, side slope. The Design Engineer may determine steeper side slopes are permissible if the slopes are stabilized or the design engineer determines the channel slopes are not subject to erosion.
 - 6.1.3. Channels freeboard shall be equivalent to the 100-yr storm event velocity head.
 - 6.1.4. Channels, not adjacent to roadways, shall have a fifteen foot maintenance bench. The maintenance bench shall not be inundated during the 5-yr storm event. The maintenance bench may have ten percent cross slope.
 - 6.1.5. Channels steeper than 6:1 must be designed and constructed so that top-of-bank is not within two feet of property line or respective drainage easement.
 - 6.1.6. Constructed channels shall be seeded or stabilized using other erosion control methods.
 - 6.2. Concrete channels shall be designed according to City of Killeen's adopted Drainage Design Manual (DDM) dated 11/8/2011.
 - 6.3. Drop structures and energy dissipators shall be designed according to Sections 6.5-6.7 City of Killeen's adopted Drainage Design Manual (DDM) dated 11/8/2011. Drop structure or energy dissipater may be designed using HEC-11 (Design of Riprap Retement), HEC-14 (Hydraulic Design of Energy Dissipators for Culverts and Channels), or other generally accepted engineering methods.
7. CULVERTS/BRIDGES
 - 7.1. Culverts and bridges shall be designed using HY-8, HEC RAS, or other generally accepted engineering methods.
 - 7.2. Water surface elevation for the 100-yr storm event may not be more than 6" over residential TOC and 3" over parkway/boulevard/collector TOC. Culverts shall be design to convey the 25-yr storm event without roadway over-topping.
 - 7.3. Outfall improvements shall be designed using HEC 11, HEC 14 or other generally accepted engineering methods.
8. EROSION AND SEDIMENT CONTROL
 - 8.1. Development shall be designed to State of Texas and Bell County Erosion Control Standards.
 - 8.2. Developer shall provide the City of Killeen with a copy of the Storm Water Pollution Prevention Plan.
9. POST CONSTRUCTION ORDINANCE
 - 9.1. Development shall be subject to City of Killeen's adopted Drainage Design Manual Section 9 dated 11/8/2011 so long as property located in Killeen's ETJ is subject to the Post Construction Ordinance at the time this agreement is executed.
 - 9.2. Creek Buffer Zones shall be the area within a 25 ft offset from the top of bank on each side of the Creek Buffer Zone Center Lines (see below illustration). If top-of-bank locations are indeterminate, the illustration inset shall be used to determine Creek Buffer Zone boundaries.

CREEK BUFFER ZONE MAP



LEGEND

- PROPERTY BOUNDARY
- CREEK BUFFER ZONE
- CENTER LINES
- ROADWAYS

WHERE NO BANK IS DEFINED

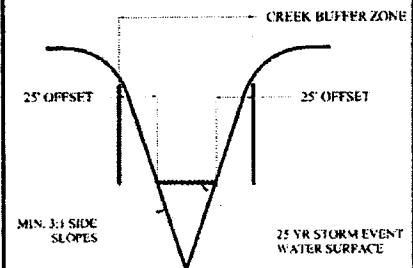







EXHIBIT D
[Land Plan]

Land Use Key

SINGLE FAMILY/DUPLEX	
MULTI FAMILY	
COMMERCIAL	
OPEN SPACE	
PARK LOCATIONS	





Bell County Municipal Utility District No. 2
Exhibit D Land Plan
Feb 8, 2013

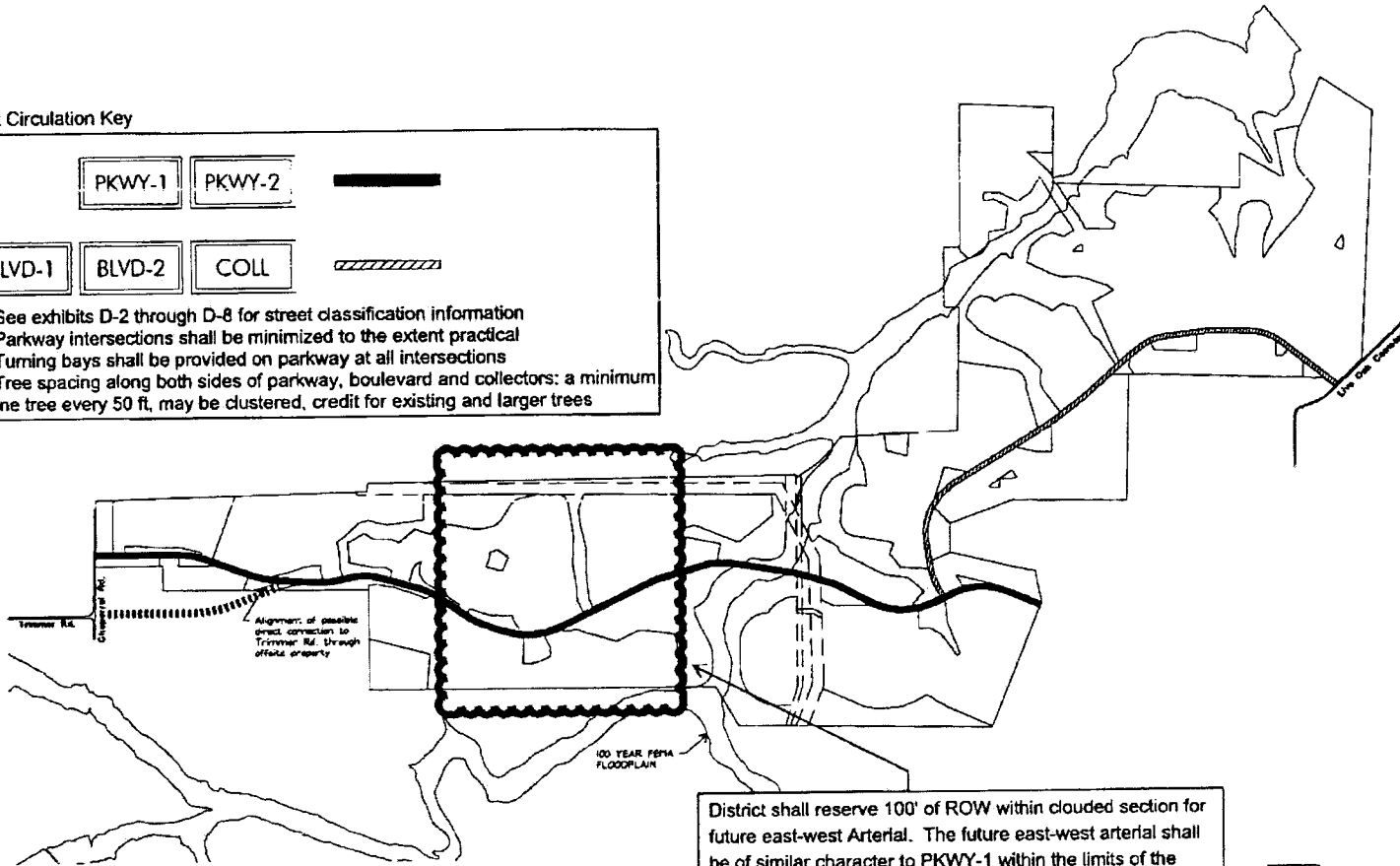


EXHIBIT E
[Roadway Plan]

Street Circulation Key

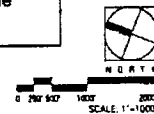
PKWY-1	PKWY-2		
BLVD-1	BLVD-2	COLL	

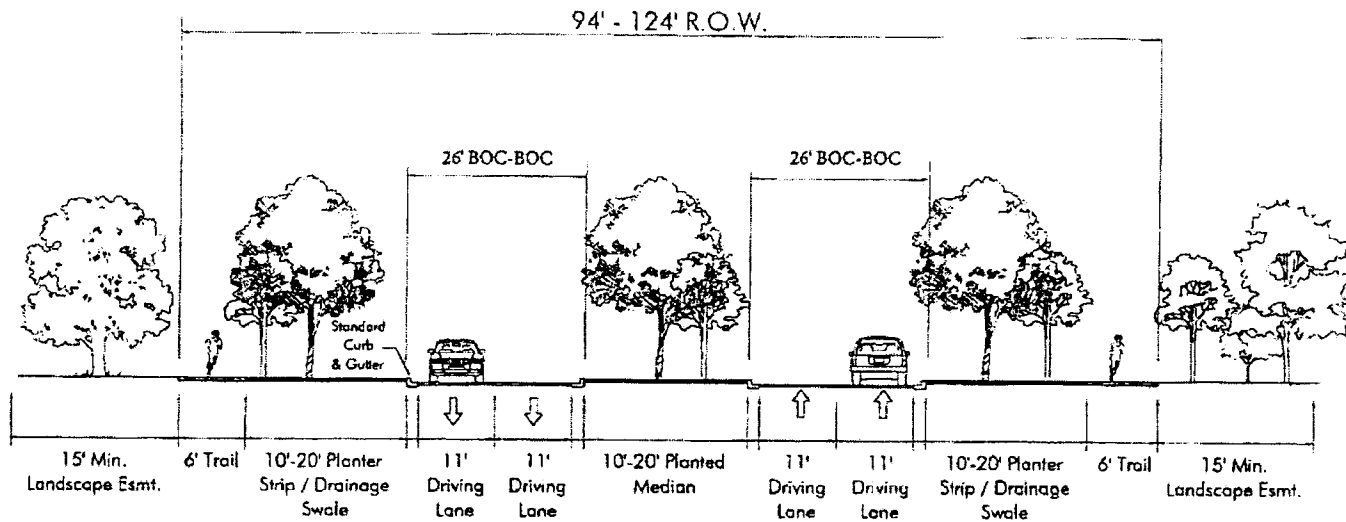
1. See exhibits D-2 through D-8 for street classification information
2. Parkway intersections shall be minimized to the extent practical
3. Turning bays shall be provided on parkway at all intersections
4. Tree spacing along both sides of parkway, boulevard and collectors: a minimum of one tree every 50 ft, may be clustered, credit for existing and larger trees



District shall reserve 100' of ROW within clouded section for future east-west Arterial. The future east-west arterial shall be of similar character to PKWY-1 within the limits of the subject District and shall be constructed by others.

Bell County Municipal Utility District No. 2
 Exhibit E-1 Overall Roadway Plan
 Feb 19, 2013

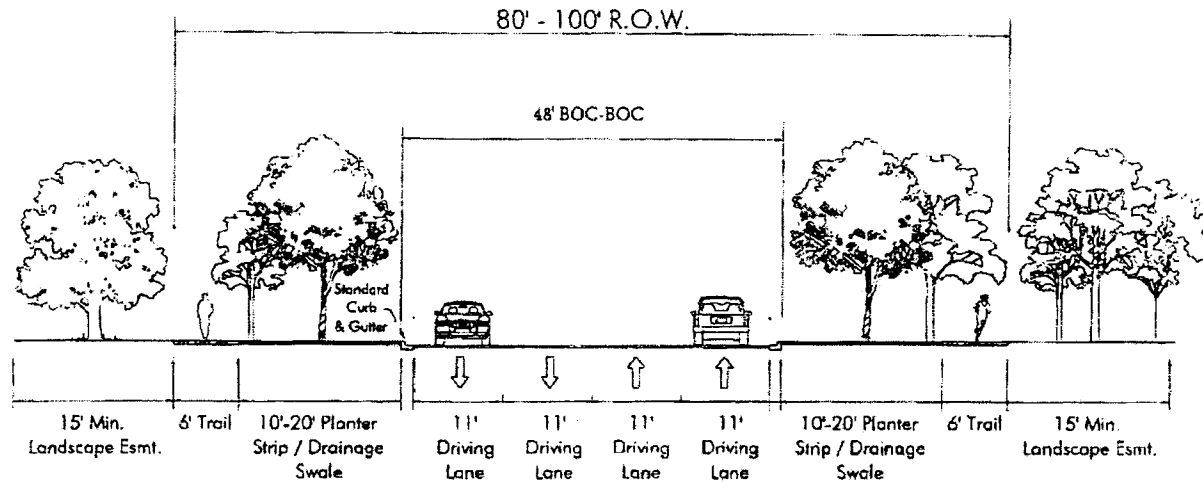




Street Features

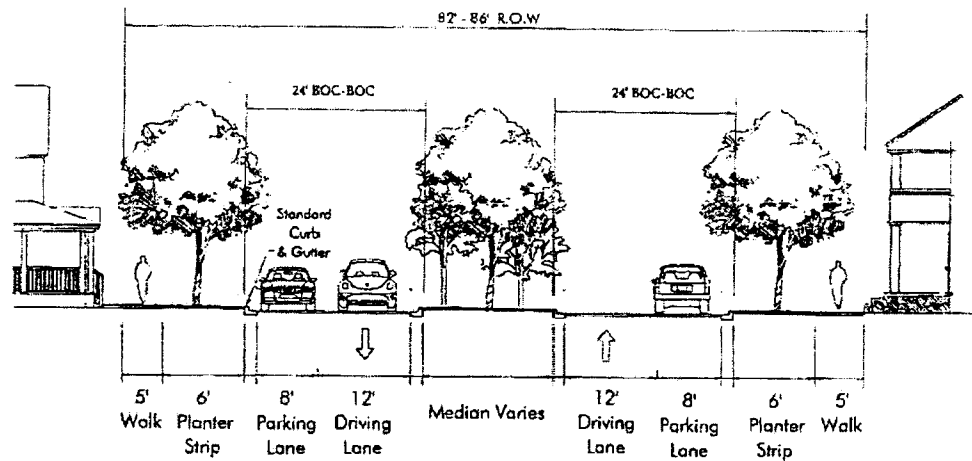
- * Travel Lanes 11'
- * Median Width 10' - 20'
- * Design Speed 40 mph
- * Multi-use Trails 6'
- * Planting Strips / Drainage Swales - 10' - 20'
- * Median Can Have a Swale for Natural Drainage
- * Streets can consist of parabolic crown, straight crown or 2% straight grade or cross slope
- * 6" Curb and gutter or mountable curb

- * No Single-Family/Residential Buildings Fronting
- * Trails May be on Either or Both Sides



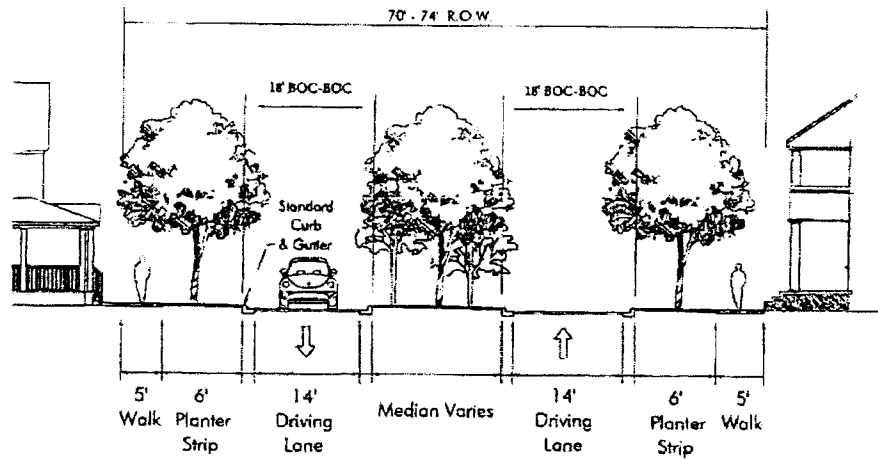
Street Features

- * Travel Lanes 11'
 - * Design Speed 40 mph
 - * Multi-use Trails 6'
 - * Planting Strips / Drainage Swales - 10' - 20'
 - * Streets can consist of parabolic crown, straight crown or 2% straight grade or cross slope
 - * 6" Curb and gutter or mountable curb
- * No Single-Family/Residential Buildings Fronting
 - * Trails May be on Either or Both Sides



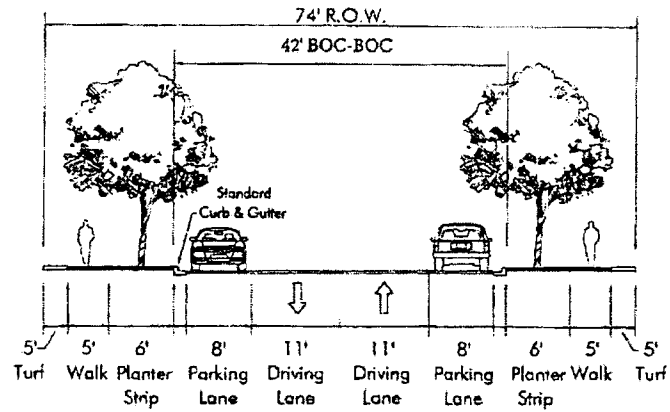
Street Features

- * Median Width dimensions vary
- * 2(12') Travel Lanes and 2(8') Parking Lanes
- * On-street parking allowed on outside of each travel lane.
- * 6' Planting Strips
- * Design Speed 25 MPH
- * Median May Have Swale for Surface Drainage
- * 6" Curb and gutter or mountable curb



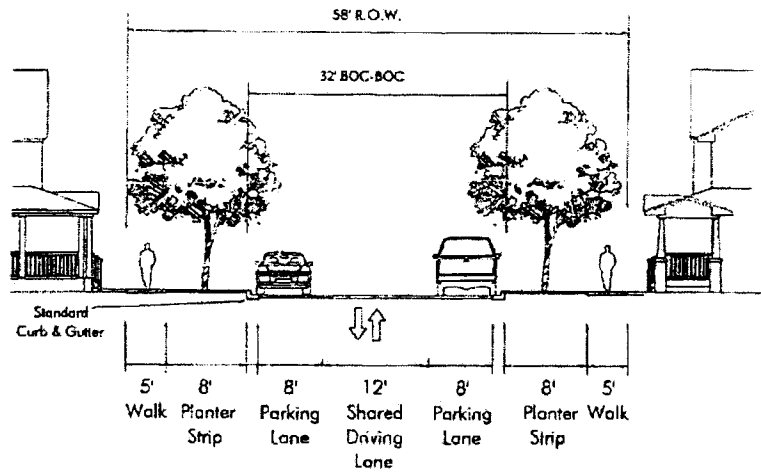
Street Features

- * Median Width dimensions vary
- * 2(14') Travel Lanes
- * 6' Planting Strips
- * Design Speed 25 MPH
- * Median May Have Swale for Surface Drainage
- * 6" Curb and gutter or mountable curb



Street Features

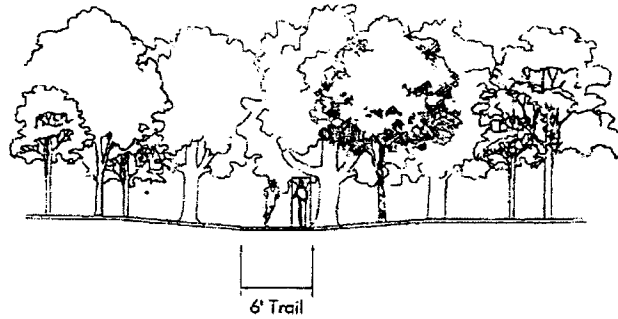
- * (11') Travel Lanes and (8') Parking Lanes on both sides
- * Sidewalks 5' on both sides
- * Design Speed 25 MPH
- * 6" Curb and gutter or mountable curb



Providing access to housing and open space.

Street Features

- * 12' Shared Travel Lane With 8' Parking on both sides
- * 8' Planting Strips / Drainage Swales
- * Sidewalks 5' on Each Side
- * Design Speed 25 MPH
- * 6" Curb and gutter or mountable curb



Path Features

* Width 6' Min.

* Link Between Homes and Parks

Exhibit E-8 Shared Use Path

Street & Pedestrian Circulation

Street Sections

Bell County Municipal Utility District No. 2
Exhibit E-8 Trail Street & Pedestrian Circulation Street Sections



February 8, 2013

EXHIBIT F
[Utility Plan]

EXHIBIT F OFFSITE UTILITY

The intent of this "exhibit" is to pictorially show the approximate location of proposed offsite utilities. It is not intended as an actual survey.

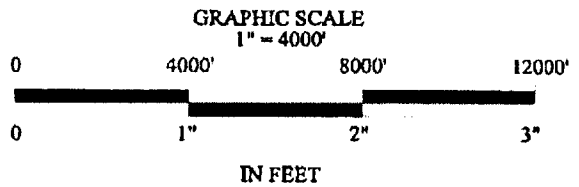
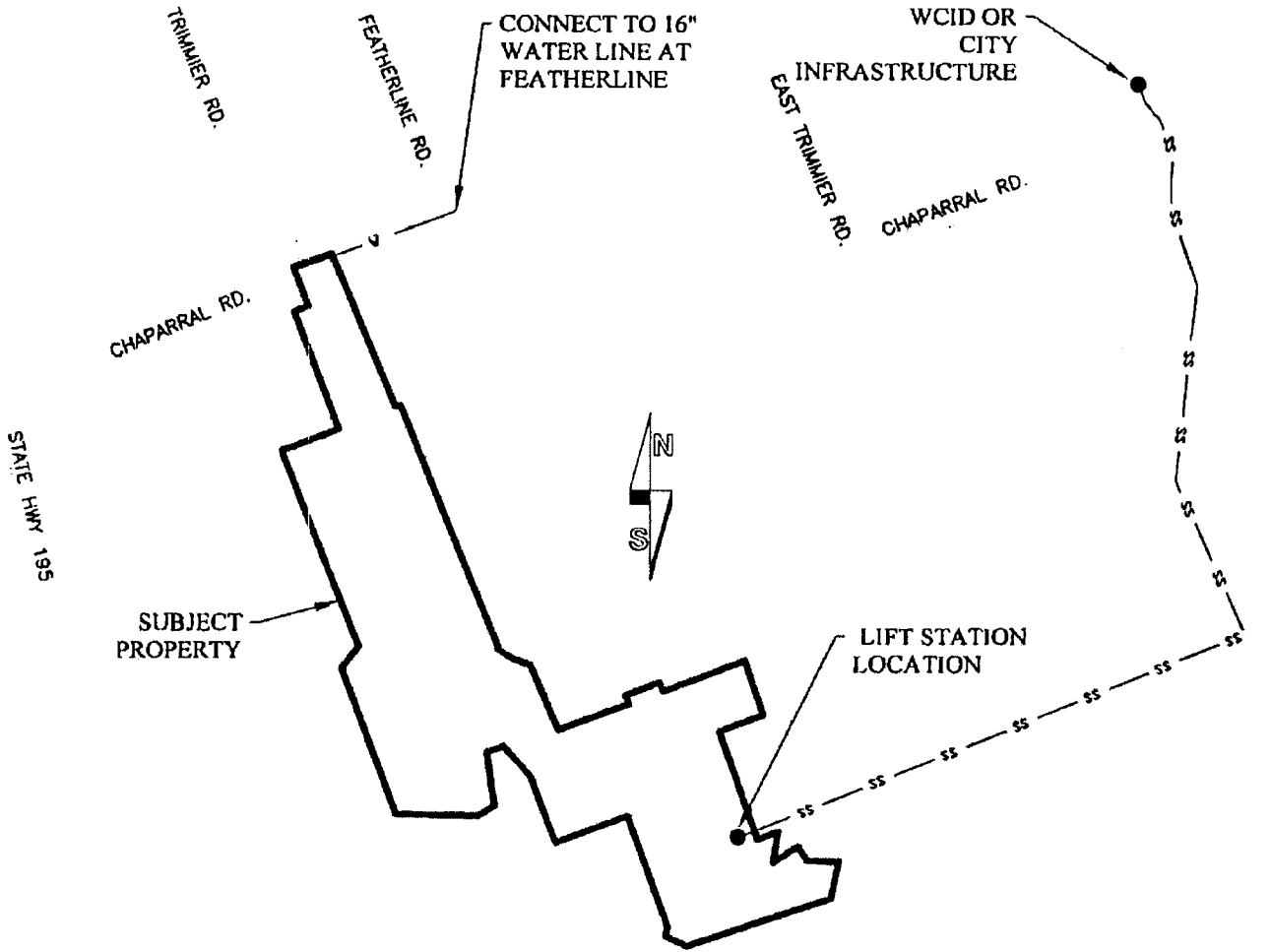
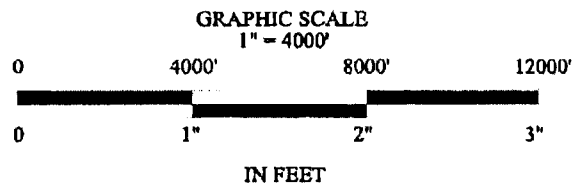
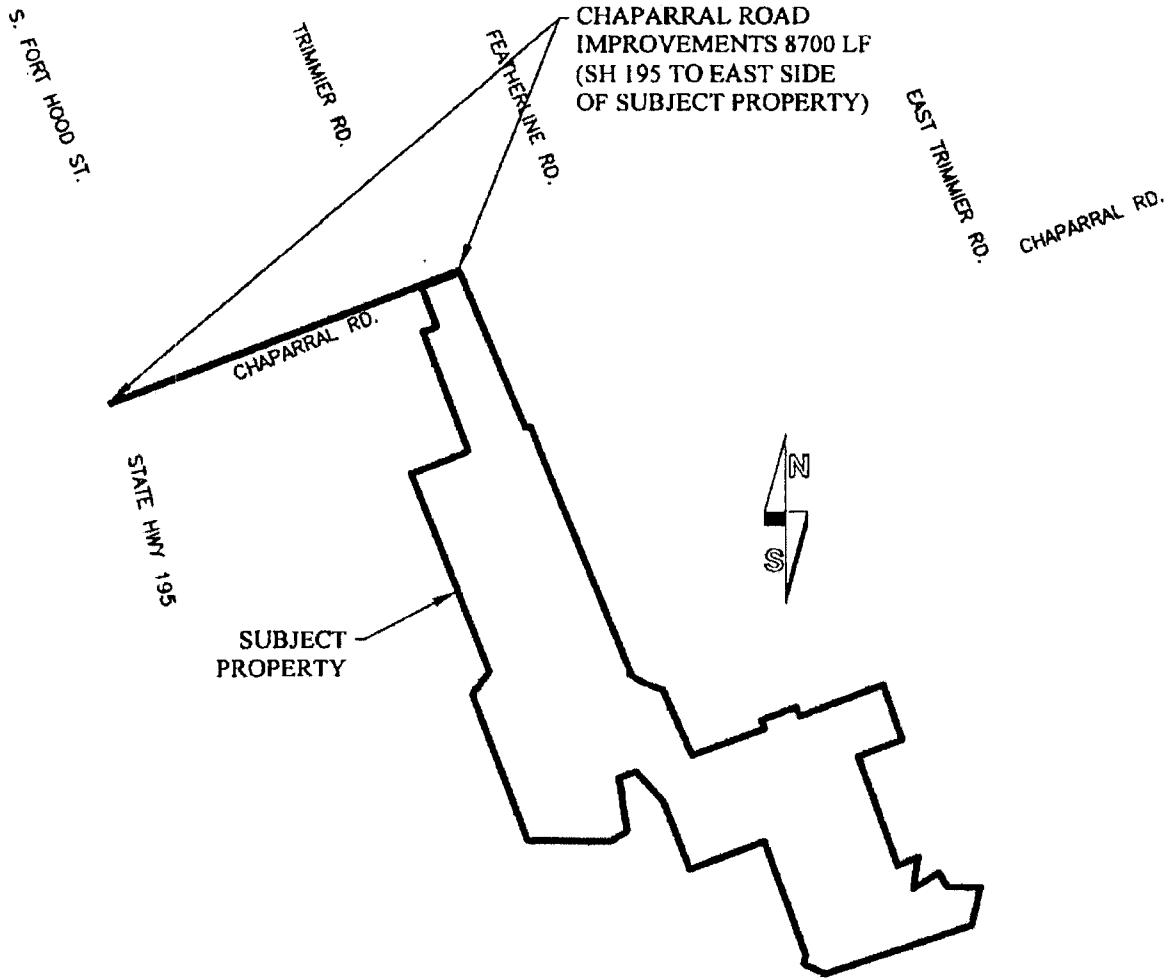


EXHIBIT G
[Chaparral Road Improvements]

EXHIBIT G

CHAPARRAL IMPROVEMENTS

The intent of this "exhibit" is to pictorially show the approximate location of proposed Chaparral Road improvements. It is not intended as an actual survey.



Regular **07-30-13**
Item # **OR-1**

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

**Bell County Municipal Utility
District, No. 2**

ORIGINATING DEPARTMENT

City Attorney

BACKGROUND INFORMATION

On January 7, 2013, the City was presented with a Notice of Intent to Introduce a Bill Relating to the Creation of Bell County Municipal Utility District No. 2 (the "District") by the law firm of Armbrust & Brown, PLLC., on behalf of WBW Land Investments, L.P. ("Whitis"). The purpose of the legislation was to introduce a bill to the Texas Legislature advocating for the passage of a special law that would facilitate the creation of the District. The District was proposed to encompass approximately 1373 acres generally located near Trimmier Road and Chaparral Road, immediately outside the current City limits.

Following City Council consideration, on January 22, 2013 a resolution was passed conditionally consenting to the creation of the District (CCM/R 13-012R), subject to the successful negotiation of a mutually-beneficial consent and development agreement ("Agreement") that would govern the development. City Council discussed the proposed District and associated issues at each of its meetings throughout the remainder of January and February, 2013 and, on March 5, 2013, voted the Agreement down and terminated negotiations with Whitis. Subsequently, Whitis withdrew the Bill from legislative consideration, purchased the subject property, submitted a preliminary plat encompassing the entirety of the property and proceeded with the statutory process to administratively create the District. On May 9, 2013, the City received a petition requesting the City's consent to the creation of a municipal utility district (the "Petition"), which was the first step in this statutory creation process (provided by the Texas Local Government Code, Chapter 42, and the Texas Water Code, Chapter 54).

Following receipt of Petition, numerous discussions were held with City Council in May and June, 2013 to consider the range of options available to the City in response to the Petition. At Council's direction received on July 9, 2013, City staff re-engaged Whitis to further explore the Agreement and seek additional concessions necessary to mitigate the impact of the proposed development. Following this direction, City staff continued negotiations where it had left off with Whitis in March, 2013. As a result of those negotiations and subsequent consideration and modification of the same by City Council on July 16 and 23, 2013, the Agreement is brought forward, as revised, for City Council's final consideration.

DISCUSSION/CONCLUSION

The attached ordinance contemplates the creation of the District and represents the City's consent to its creation, subject to the incorporated Agreement between the City and Whitis. The Agreement addresses numerous issues relating to the development of the proposed District. The District will be located entirely within the City's extraterritorial jurisdiction and, therefore, City Council negotiations have been directed at ensuring that the District's proposed build out of approximately 3,750 residential dwelling units will not adversely affect the City's current citizens. Another focus in negotiations was a desire to ensure that the property, once developed over the course of the next 15 to 20 years, would be developed in accordance with standards generally applicable inside the City. The purposes behind this focus were to encourage quality development that would be annexed at a future date and to ensure that the development's residents would be protected from the potential adverse impacts of a development progressing without minimum standards.

Among the numerous issues reduced to writing, the Agreement addresses the following critical issues:

1. Consent (Section 2.01);
2. District Division (Section 2.02);
3. City Annexation (Section 2.03);
4. Retail Water/Wastewater Service and Facilities (Sections 3.01 - 3.09);
5. Project Development (Section 4.01);
6. Parkland (Section 4.02);
7. Drainage and Stormwater (Section 4.03);
8. Roadway Matters (Chaparral and Trimmier) (Section 4.04);
9. District Financing (Sections 5.01- 5.09);
10. Agreement Term, Termination and Assignment (Sections 6.01-6.03); and
11. Miscellaneous Provisions (Sections 7.01-7.09).

The Agreement also incorporates various exhibits identifying the legal description of the land, the design and drainage standards applicable to the land, a land use, roadway and utility plan, and the depiction of the extent of the proposed Chaparral Road improvements.

The benefits of entering into the Agreement include: 1) the ability of the City to exercise development control and oversight that the City would not otherwise have due to the development's location in the County; 2) the realization of approximately \$5,125,000.00 in reimbursements for the construction of improvements necessary to mitigate the community impact of the development and serve the development and surrounding areas; 3) the reduction of the density of the project from a possible 4,816 residential dwelling units to a maximum of 3,750 residential dwelling units; 4) control relating to the design and construction of water, wastewater and storm water drainage infrastructure to ensure compliance with City standards; 5) generation of additional revenue from the provision of water, wastewater and solid waste services, without the typical offset expense associated with debt issuance necessary to construct master plan projects within the City; 6) a commitment from the developer to preserve 25% of the property as open space, including a commitment to provide a minimum of 100 acres of parkland; 7) control relating to District bond issuance to add a measure of predictability and facilitate the future annexation of the District; and 8) control regarding development setbacks, architectural and building standards and materials, landscaping, lighting, street

standards, and a host of other provisions typically not within the City's jurisdiction or control in the County.

FISCAL IMPACT

There is no immediate fiscal impact associated with this action. However, the long term fiscal impacts associated with this action include numerous factors including: 1) a commitment by Whitis to contribute \$4,100,000 to the construction of improvements to Chaparral Road; 2) a commitment by Whitis to contribute \$1,250,000 towards the construction of an elevated water storage tank; 3) a commitment by the City to provide fire flow volume and capacity to the development, which will necessitate the construction of an elevated storage tank in approximately 6-7 years at an estimated cost of \$2,500,000; 4) the provision of water, wastewater, and garbage collection services to the development leading to additional rate paying customers for the respective City enterprise funds; 5) the collection of various inspection and property development fees associated with the project's development; and 6) a commitment by the City to acquire the associated Certificate of Convenience and Necessity that is necessary to provide water service to the development.

RECOMMENDATION

Recommend that City Council consider the attached ordinance and Agreement for adoption and, if so adopted, authorize the City Manager to enter into and execute the Agreement on behalf of the City.



May 12, 2015

Scott Osburn
200 E. Avenue D
Killeen, Texas 76541

Subject: Bell County Off-Site Water and Sanitary Alignment

Mr. Osburn,

On 7/30/2013 Killeen's City Council approved an ordinance consenting to and authorizing the creation of Bell County Municipal Utility District No. 2 subject to the terms and conditions of a Consent Agreement. Exhibit F of this Consent Agreement shows one single lift station serving multiple Killeen Utility Master Plan sewer sheds and Turnbo Ranch domestic water supply being received near Chaparral Road @ Fetherline Road.

Subsequent consideration of Killeen's infrastructure, Killeen's Utility Master Plan, and Turnbo Ranch phasing has allowed for an improved sewer plan to better serve The City of Killeen and Turnbo Ranch residents. This improved sewer plan proposes multiple (phased) lift stations and an alternative off-site sewer main alignment. This allows the City to defer capital investment for facility over-sizing and provides additional time to plan and acquire easements for a second (south, future) route.

Additionally, better domestic water service may be better provided by connecting Turnbo Ranch to the 12" Upper Pressure Plane main located along the north boundary of Turnbo Ranch near Chaparral Road.

WBW Land Investments, LP is willing to provide, at no cost, an easement for Killeen's south-feed water transmission main along the east boundary of Turnbo Ranch.

Please consider this letter a request for City Council to amend Consent Agreement Exhibit F as depicted in the exhibits provided herewith.

WBW LAND INVESTMENTS, LP,
a Texas limited partnership

By: WBW Land Investments GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Bruce Whitis, Manager

FIRST AMENDMENT

TO

CONSENT AND DEVELOPMENT AGREEMENT

(BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2)

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This First Amendment to Consent and Development Agreement (the “First Amendment”) is made and entered into by and between **Bell County Municipal Utility District No. 2** (the “District”), a municipal utility district of the State of Texas, created under the provisions of Article III, Section 52 and Article XVI, Section 59, of the Constitution of Texas and operating under the provisions of Chapters 49 and 54, Texas Water Code; the **City of Killeen, Texas** (the “City”), a home-rule city located in Bell County, Texas; and **WBW Land Investments, LP**, a Texas limited partnership (the “Developer”), acting herein by and through their respective duly authorized officers, collectively (the “Parties”).

WITNESSETH

WHEREAS, the Parties previously have entered into that certain contract entitled “Consent and Development Agreement,” (the “Agreement”) dated August 8, 2013; and

WHEREAS, the Parties now desire to amend the Agreement as provided for herein;

THEREFORE, in consideration of the mutual promises, obligations, agreements and benefits set out herein, the Parties agree that the Agreement is amended as follows:

1. Section 3.06 of the Agreement is hereby amended by adding the following language to the end of the existing paragraph: “Developer and/or District shall convey an easement or easements to Bell County Water Control and Improvement District No. 1 (“WCID”) as necessary for the placement of a water transmission main in such locations and under such terms as the Developer and/or District, and WCID shall all mutually agree to in order to facilitate said water transmission main’s extension through the Land to its north boundary along Chaparral Road in Killeen, Texas.”
2. Exhibit F of the Agreement is hereby amended and replaced in its entirety with the attached Exhibit F, which is incorporated herein for all purposes with the understanding that alignments depicted are general in nature in terms of routes and connection points, which will ultimately be determined through the platting process based on best engineering practices and in compliance with all applicable regulations.

3. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
4. If any provision of this First Amendment shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this First Amendment invalid, inoperative or unenforceable to any extent whatever.
5. Except as specifically amended by this First Amendment, the Agreement shall remain unchanged and in full force and effect.

[EXECUTION PAGE FOLLOWS]

EXECUTED on the dates reflected herein in Bell County, Texas.

**BELL COUNTY MUNICIPAL UTILITY
DISTRICT NO. 2**

By: _____
President, Board of Directors

Date: _____

ATTEST:

Secretary, Board of Directors

CITY OF KILLEEN, TEXAS

By: _____
Glenn Morrison, City Manager

Date: _____

ATTEST:

Dianna Barker, City Secretary

WBW LAND INVESTMENTS, LP, a Texas
limited partnership

By: WBW Land Investments, GP, LLC, a Texas
limited liability company, its General
Partner

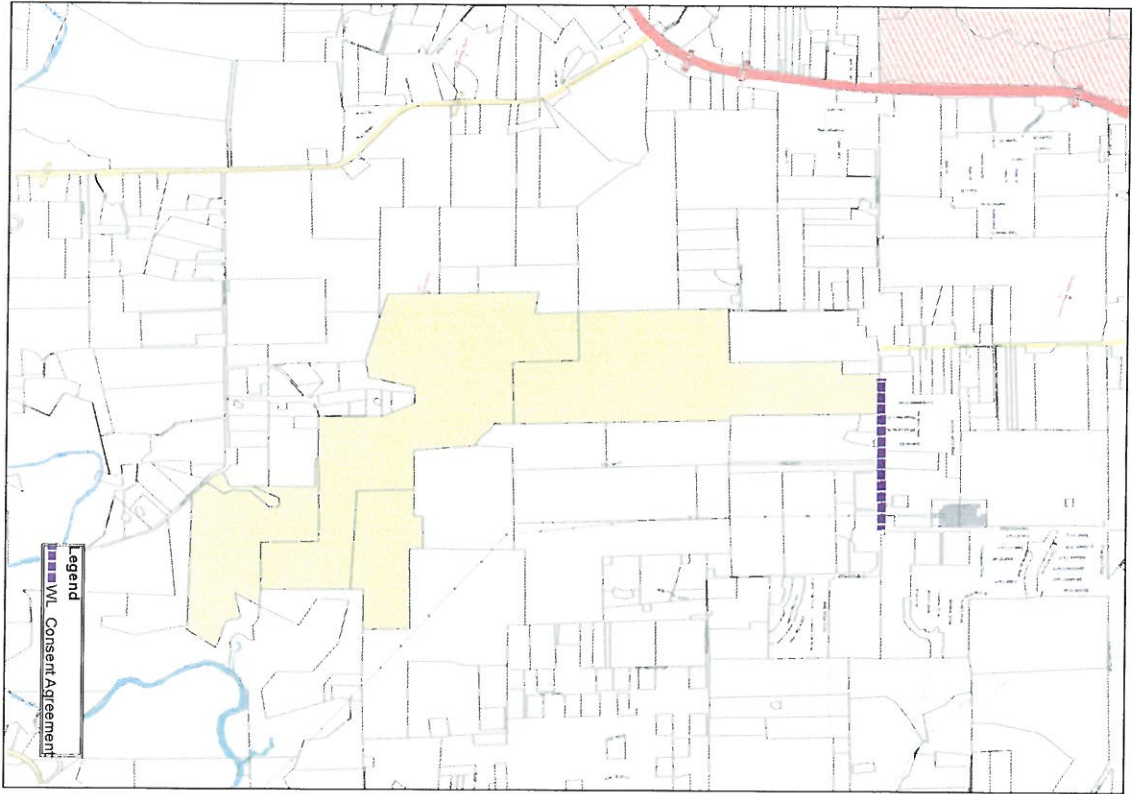
By: _____
Bruce Whitis, Manager

Date: _____

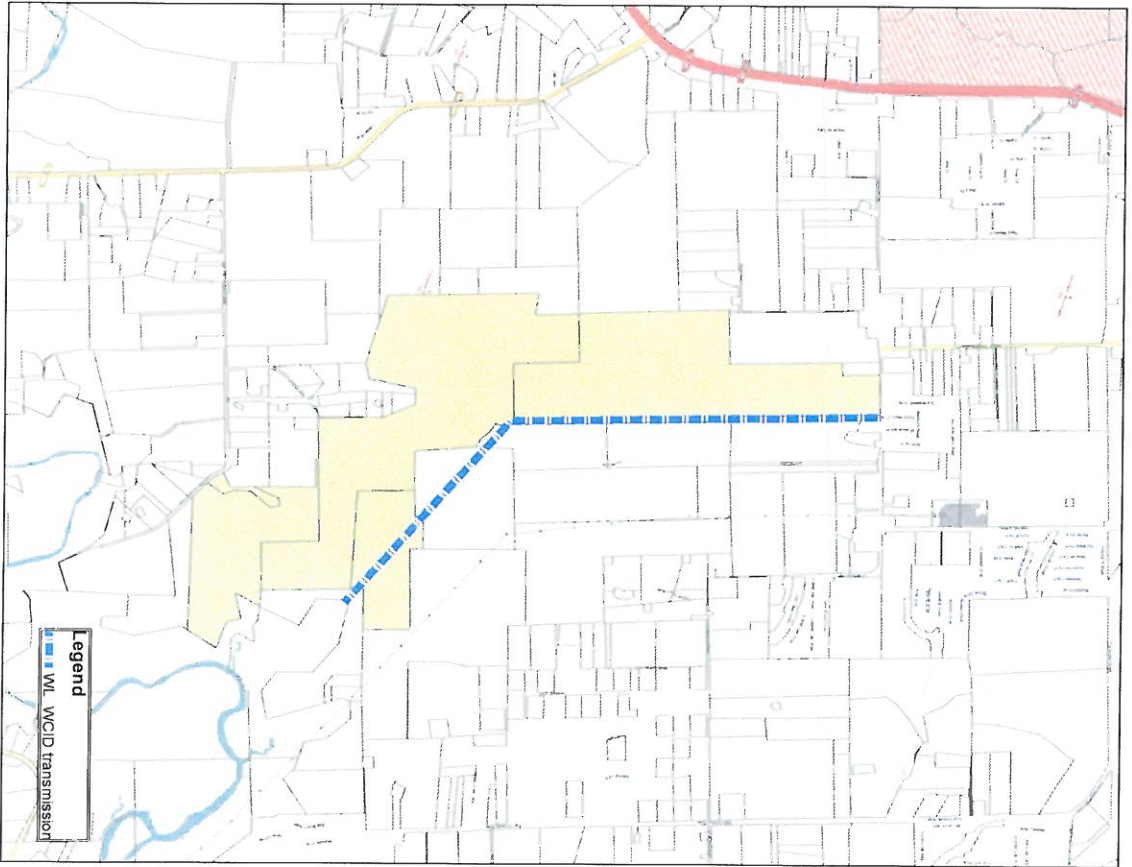
Exhibit F

Exhibit F - Offsite Utility

Consent Agreement Alignment



Proposed Alignment



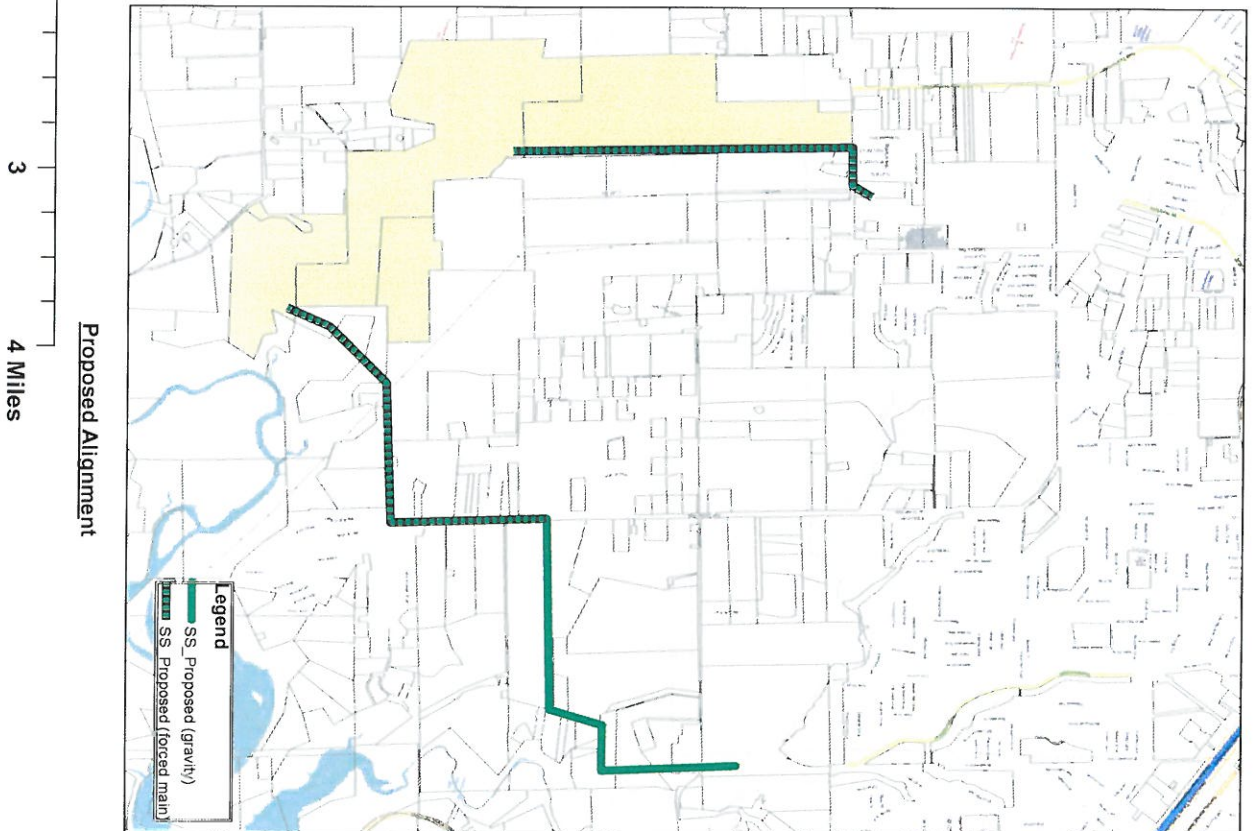
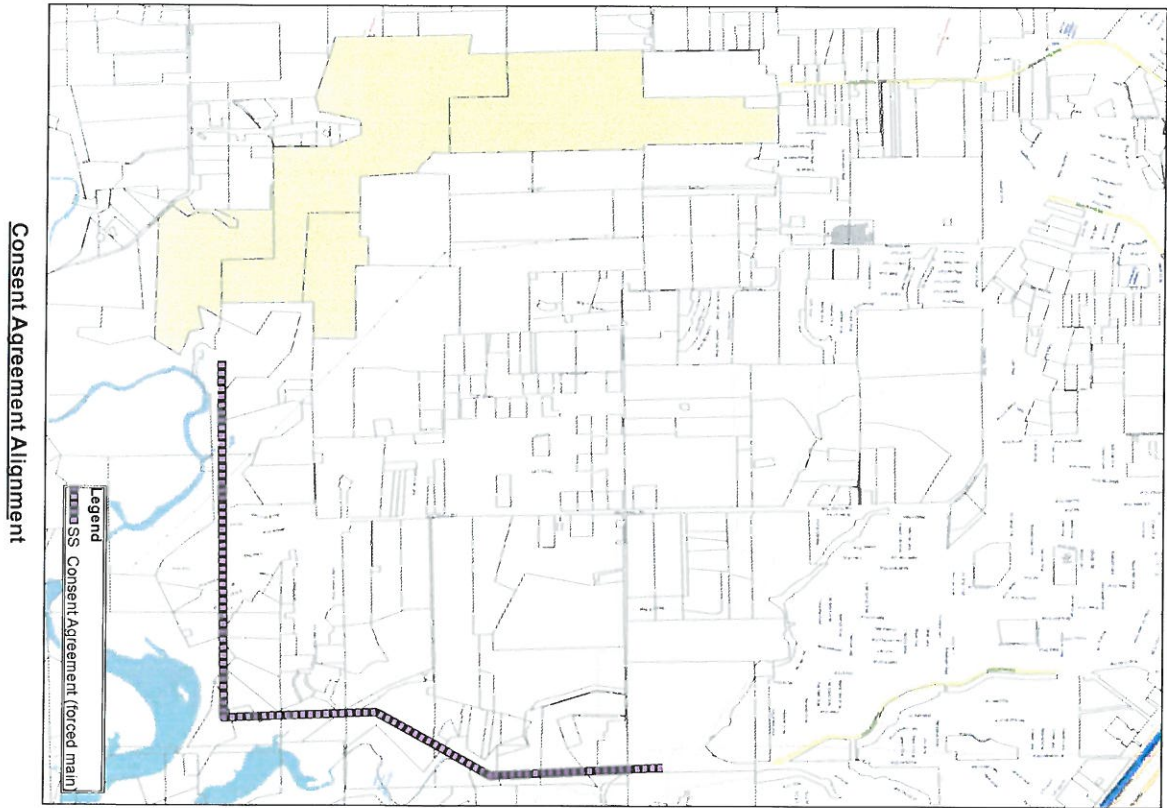
Bell County MUD No. 2 Off-site Water

Engineer: Garrett Nurdyke, P.E.
 Phone: 254-228-9767
 Date: 11/10/14

BCMUD No. 2 Area: 1373.0 acres

City Consent Date:
 TCEQ Authorization Date:
 Voter Confirmation Date:

Exhibit F - Offsite Utility



Bell County MUD No. 2 Off-site Sanitary

Engineer: Garrett Nurdyke, P.E.
 Phone: 254-228-9767
 Date: 11/10/14

BCMUD No. 2 Area: 1373.0 acres

City Consent Date:
 TCEQ Authorization Date:
 Voter Confirmation Date:



City of Killeen

Legislation Details

File #: RS-15-030 **Version:** 1 **Name:** Purchase of Type B Hot Mix Asphalt through TXSmartbuy
Type: Resolution **Status:** Resolutions
File created: 5/22/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider a memorandum/resolution authorizing a purchase agreement with APAC Wheeler for Type B Hot Mix Asphalt through the TXSmartbuy Cooperative.
Sponsors: Public Works Department, Transportation Division, Streets
Indexes: Street Material
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize the award of purchase agreement to APAC Wheeler for Type B Hot Mix Asphalt through TXSmartbuy Cooperative

ORIGINATING DEPARTMENT

Public Works - Transportation/Street Services Division

BACKGROUND INFORMATION

Type B Asphalt is not typically used by the Transportation/Street Services Division for routine repair and maintenance projects. However, due to the recent severe weather variations, numerous faults have occurred throughout the city roadways, necessitating procurement of this type of material. This particular asphalt will allow for staff to complete the repairs in less time, therefore, allowing the citizens to be less inconvenienced by ongoing projects. This method of repair will also provide for a longer lasting repair section reducing the need for additional future maintenance.

DISCUSSION/CONCLUSION

The City does not have a current contract or bid for this particular specification of Asphalt. City of Killeen Street Services staff contacted numerous vendors in regards to this product and were able to locate a TXSmartBuy Cooperative contract (Contract #745-A1) to procure the materials. This method of procurement satisfies the Local Government Code purchasing requirements without the need to issue a separate competitive bid. Street Services will utilize the street material while doing construction and repair of roadways throughout the City of Killeen.

Based on the buyboard contract, the best value for Type B Hot mix is outlined below:

ITEM	LOW BIDDER	BID PRICE
Type B Hot Mix Asphalt - FOB Plant	APAC WHEELER	\$66.00 per ton

Estimated quantities of approximately 2,000 tons will be necessary for the bulk of the projects; however, additional materials may also be purchased under the contract if funds are available for additional discrete projects. If APAC Wheeler of Belton cannot fulfill an order, the City will have the option to purchase from other area vendors / locations that have available material.

FISCAL IMPACT

The funding for this action is available as budgeted in the following accounts: 575-3445-434.42-90, Drainage Roadway; 550-3405-435.42-65, Water & Sewer; 010-3445-434.42-05, Walks & Drives; 010-3445-434.42-65, Street Maintenance. Additional funds from individual departments may be needed, as needed.

RECOMMENDATION

City staff recommends that the City Council award purchase contract to APAC Wheeler for the purchase of Type B Hot Mix Asphalt; authorize the City Manager to enter into a contract with the same; and, finally, authorize the City Manager to execute any and all change orders in the amounts established by state and local law.



City of Killeen

Legislation Details

File #: OR-15-006 **Version:** 1 **Name:** Ordinance Parking Lot Exemptions
Type: Ordinance **Status:** Ordinances
File created: 3/5/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider an ordinance amending Chapter 28 of the Code of Ordinances of the City of Killeen exempting disabled veterans and certain military award recipients from parking fees at the Killeen-Fort Hood Regional Airport as allowed in Section 681.008(b) of the Texas Transportation Code.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		
3/17/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN EXEMPTING DISABLED VETERANS AND CERTAIN MILITARY AWARD RECIPIENTS FROM PARKING FEES AT THE KILLEEN-FORT HOOD REGIONAL AIRPORT

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

From the opening of Killeen-Fort Hood Regional Airport, the vendor operating the pay parking lot at the Airport as an agent for the City of Killeen has provided an exemption of normal parking fees for disabled veterans and certain military award recipients in the categories which are specified in Section 681.008(b) and 681.008(b)(1) of the Texas Transportation Code. The exemption applies only to vehicles being operated by or for the transportation of a disabled veteran or military award recipient covered by the statute.

DISCUSSION/CONCLUSION

A recent review of procedures used to verify the eligibility of persons who are exempted from parking fees at the Killeen-Fort Hood Regional Airport has determined that this subsection of the Transportation Code applies only to parking spaces for which a fee is collected by a parking meter. However, Section 681.008(d) provides that a local governmental unit may provide by ordinance or order that the exemption also apply to fees imposed by the governmental unit for parking in a pay parking lot. The proposed amendment to Chapter 28 of the Code of Ordinances of the City of Killeen officially codifies the current practice of providing these exemptions and establishes a requirement for the individual claiming the exemption to provide proof of identification and either vehicle registration or insurance to confirm that the vehicle and individual is eligible for the exemption from the parking fee.

FISCAL IMPACT

N/A

RECOMMENDATION

Recommend adoption of the proposed ordinance amending Chapter 28 of the Code of Ordinances of the City of Killeen, adopting the provisions of Section 681.008(b) of the Transportation Code and providing an exemption from parking fees at the Killeen-Fort Hood Regional Airport for certain veterans and military award recipients.

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; ADOPTING SECTION 681.008(b) OF THE TRANSPORTATION CODE; PROVIDING FOR EXEMPTIONS FOR CERTAIN VETERANS AND MILITARY AWARD RECIPIENTS FROM PARKING FEES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Texas Legislature has authorized certain exemptions from parking meter fees charged by a governmental authority and has provided that a governmental unit may provide by ordinance or order that the exemption in Section 681.008(b) also apply to payment of a fee or penalty imposed by the governmental unit for parking in a parking garage or lot or in a space with a limitation on the length of time for parking, and,

WHEREAS, the City Council finds that providing for certain exemptions from parking fees is in the best interest of the City,

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

SECTION I. That Chapter 28, Article V, Section 28-137 of the City of Killeen Code of Ordinances is hereby amended to read as follows:

Sec. 28-137. - Parking at Killeen-Fort Hood Regional Airport.

- A. The airport director may establish areas in which the stopping, standing or parking of a motor vehicle is prohibited or restricted.
- B. A person may not park a motor vehicle in a public area of the Killeen-Fort Hood regional airport except:

1. at a place and in a manner expressly authorized by the airport director;
 2. as directed by a police officer or an airport official; or
 3. in compliance with official posted signs or markings.
- C. A person may not stop, stand or park a motor vehicle in a passenger loading zone except to quickly load or unload passengers and baggage. A motor vehicle may not be left unattended while loading or unloading passengers and/or baggage.
- D. An airport official may tow a motor vehicle parked on airport property in violation of this chapter at the owner or operator's expense.
- E. The City hereby adopts the exemption provided to certain Veterans and Military Award Recipients by Section 681.008(b) of the Transportation Code, and provides that:
1. When being operated by or for the transportation of a person to whom this section applies, a vehicle on which license plates described in this section are displayed is exempt from the payment of a fee imposed for parking in a lot at the Killeen-Fort Hood Regional Airport.
 2. The person claiming the exemption must provide proof of picture identification and either vehicle registration or insurance to confirm that the vehicle is eligible for exemption from the parking fee.

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

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

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

SECTION V. That this ordinance shall be effective 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 9th day of June, 2015, 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

Scott Cospers, MAYOR

ATTEST:

APPROVED AS TO FORM:

Dianna Barker, CITY SECRETARY

Kathryn H. Davis, CITY ATTORNEY



City of Killeen

Legislation Details

File #: OR-15-010 **Version:** 1 **Name:** FLUM Amendment-Southeast Quadrant
Type: Ordinance **Status:** Ordinances
File created: 5/18/2015 **In control:** City Council
On agenda: 6/9/2015 **Final action:**
Title: Consider an ordinance amending the Comprehensive Plan's Future Land Use Map (FLUM) for southeast Killeen and a portion of the extra-territorial jurisdiction (ETJ) south of Chaparral Road.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Exhibit A](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

**COMPREHENSIVE PLAN FUTURE LAND USE
MAP (FLUM) AMENDMENT FOR SOUTHEAST
KILLEEN AND A PORTION OF THE EXTRA-
TERRITORIAL JURISDICTION (ETJ) SOUTH
OF CHAPARRAL ROAD**

ORIGINATING DEPARTMENT

PLANNING AND DEVELOPMENT SERVICES

BACKGROUND INFORMATION

During the May 5, 2015 City Council workshop, the planning staff presented a draft of a proposed amendment to the Comprehensive Plan's Future Land Use Map (FLUM) for an area south of Stagecoach Road, east of S. Fort Hood Street (S. H. 195), west of the eastern city limits and extending south of Chaparral Road (see Exhibit 'A') into a portion of the City's extra-territorial jurisdiction (ETJ). The draft FLUM is being recommended for City Council approval by the Planning and Zoning Commission and a joint City Council/ Planning and Zoning Commission subcommittee comprised of Mayor Scott Cospers, Councilmembers Jonathan Okray and Juan Rivera, Planning and Zoning Commission Chairman Johnny Frederick, Vice-chair Tad Dorroh and Commissioner Gregory Johnson. The subcommittee discussed updating and revising the FLUM and decided the previous revision of the FLUM, recommended for approval by the Planning and Zoning Commission in late 2013, was satisfactory for reconsideration by the City Council.

City Council was briefed at the June 2, 2015 workshop and asked that the item come forward for action.

DISCUSSION/CONCLUSION

Chapter 7, Implementation, of the Comprehensive Plan details an annual amendment process. Substantive amendments to the Comprehensive Plan should be considered and acted on annually, allowing for proposed changes to be considered concurrently so that the cumulative effect may be understood (although some interim amendments during the year may be straightforward as the City's FLUM is refined in conjunction with specific land development approvals). When considering a Plan amendment, the City should ensure the proposed amendment is consistent with the principles and policies set forth in the Plan regarding character protection, development compatibility, infrastructure availability, conservation of environmentally sensitive areas, and other community priorities. Careful consideration should also be given to guard against site-specific Plan changes that could negatively impact adjacent areas and uses or detract from the overall character of the area.

Factors that should be considered in deciding on proposed Plan amendment include:

- Consistency with the principles and policies set forth in the Plan;
- Adherence with the FLUM;
- Compatibility with the surrounding area;

Impacts on infrastructure provision including water, wastewater, drainage, and the transportation network;
Impact on the City's ability to provide, fund and maintain services;
Impact on environmentally sensitive and natural areas;
Whether the proposed amendment contributes to the overall direction and character of the community as captured in the plan (plus ongoing public input);

Below are additional items that should be reviewed and addressed when a FLUM adjustment is proposed:

Scope of Amendment: Is the proposed FLUM change limited to one or a few parcels, or would it affect a much larger area?

Change in Circumstances: What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date?

Consistency with Other Plans: In addition to the Comprehensive Plan, is the proposed FLUM change consistent with the intent and policy direction of any applicable small area plans, utility or drainage plans, or other City Plans?

Adequate Information: Does the City staff, the Planning and Zoning Commission, and/or City Council have enough and appropriate information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)?

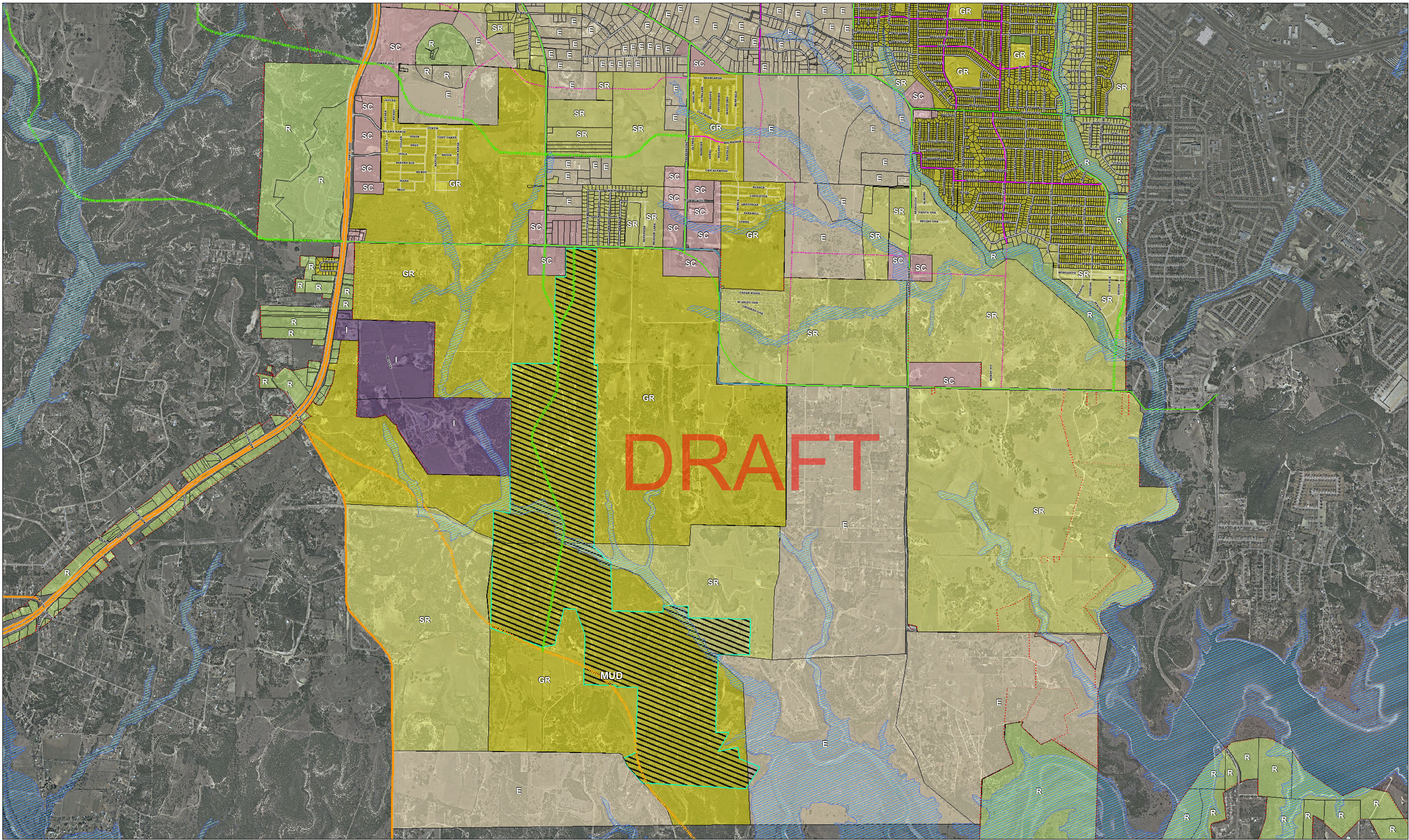
Stakeholder Input: What points, concerns, and insights have been raised by area residents, property owners, business owners, or others?

FISCAL IMPACT

There is no fiscal impact associated with this request.

RECOMMENDATION

The Planning and Zoning Commission and joint City Council/ Planning and Zoning Commission subcommittee recommends amending the Future Land Use Map as detailed in Exhibit 'A'. This recommendation is consistent with the Planning and Zoning Commission's previous FLUM recommendation for the southeast quadrant of Killeen and its extra-territorial jurisdiction (ETJ).



PROPOSED FLUM

Legend

_Thoroughfare_Network

- Collector, Existing
- Collector, Proposed
- Marginal Access, Existing
- Marginal Access, Proposed
- Minor Arterial, Existing
- Minor Arterial, Proposed
- None, Realignment
- Principal Arterial, Existing
- Principal Arterial, Proposed

- Urban Center (U)
- Urban (U)
- University Village (UV)
- Planned Development (PD)
- Multi-Family Residential (MFR)

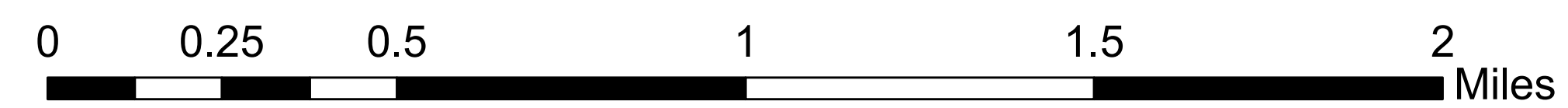
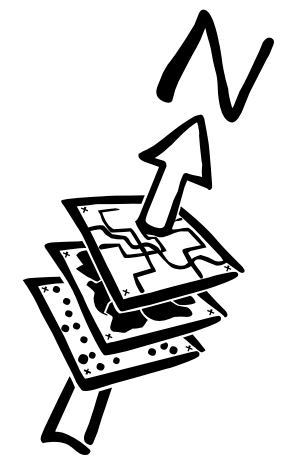
- Industrial (I)
- Neighborhood Conservation (GC)
- Residential Mix (R-MIX)
- Four-Plex Residential (RQ)
- General Residential (GR)

- Residential-Commercial Mix (RC-MIX)
- General Commercial (GC)
- Suburban Residential (SR)
- Suburban Commercial (SC)
- Business Park (BP)

- Estate (E)
- Parks-Recreation (P-R)
- Rural (R)

Flood Zones

- Tributary Flood Zone
- River Flood Zone
- City limits
- MUD



ORDINANCE _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FOR VARIOUS PROPERTIES LOCATED SOUTH OF STAGECOACH ROAD, EAST OF S. FORT HOOD STREET (S.H. 195), WEST OF THE KILLEEN EASTERN CITY LIMITS AND EXTENDING SOUTH OF CHAPARRAL ROAD INTO THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF KILLEEN; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to achieve orderly growth and fiscally prudent land development; and,

WHEREAS, the City Council finds that future land use designations as identified in the Comprehensive Plan helps determine land use compatibility and community character; and,

WHEREAS, the City Council has received a recommendation from the Planning and Zoning Commission and joint City Council/ Planning and Zoning Commission subcommittee to amend the Future Land Use Map of the Comprehensive Plan to change the designation of those areas as depicted in Exhibit 'A'; and

WHEREAS, the City Council finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend Comprehensive Plans in the interest of coordinating long-range development of the municipality.

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

SECTION I: That the Comprehensive Plan's Future Land Use Map for those properties south of Stagecoach Road, east of S. Fort Hood Street (S. H. 195), west of the Killeen eastern city limits, and extending south of Chaparral Road into the extra-territorial jurisdiction (ETJ) of the City of Killeen shall be amended as illustrated in Exhibit 'A',

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

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

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

SECTION V. That this ordinance shall be effective 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 9th day of June, 2015, 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:

Scott Cospers
MAYOR

ATTEST:

Dianna Barker
CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis
CITY ATTORNEY

Case #FLUM_SE
Ord. #15-___



City of Killeen

Legislation Details

File #: PH-15-022 **Version:** 1 **Name:** FY2015-16 CDBG and HOME Program Annual Funding

Type: Ordinance/Public Hearing **Status:** Public Hearings

File created: 5/18/2015 **In control:** City Council

On agenda: 6/9/2015 **Final action:**

Title: HOLD a public hearing and consider an ordinance authorizing the 2015-2019 Consolidated Strategic Plan submission and the 2015-2016 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (First of Two Public Hearings)

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[CDAC Minutes](#)
[CDAC Funding Allocations](#)
[Ordinance](#)
[2015-2019 Consolidated Strategic Plan Summary](#)

Date	Ver.	Action By	Action	Result
6/2/2015	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**2015-2019 Consolidated Strategic Plan and
FY 2015-2016 Community Development
Block Grant (CDBG) and Home Investments
Partnerships (HOME) Program Annual Action
Plan**

ORIGINATING DEPARTMENT

Community Development

BACKGROUND INFORMATION

The Consolidated Strategic Plan is a multi-year document required from jurisdictions participating in U.S. Department of Housing and Urban Development (HUD) grant programs, stating the City's plan to develop successful urban communities through goals established to expand access to affordable housing, foster suitable living environments, and expand economic opportunities, principally for low-and moderate-income residents. The annual action plan describes how funding will be utilized during that program year to address priorities established in the Consolidated Strategic Plan.

The City of Killeen will receive \$932,745 from the U.S. Department of Housing and Urban Development (HUD) for FY 2015-2016 CDBG program activities. Also available for use is \$49,023.05 in funds from canceled or completed CDBG projects and prior year program income, providing a total of \$981,768.05 for FY 2015-16 CDBG activities. The City will also receive \$301,726 from HUD for FY 2015-2016 Home Investment Partnerships (HOME) Program activities. Also available for use is \$156,816.19 in reprogrammable funds and prior year program income to the HOME program, providing a total of \$458,542.19 for FY 2015-16 HOME activities.

Applications for funding for both the CDBG and HOME programs were submitted by the deadline date of April 2, 2015, and are detailed in the attached Community Development Advisory Committee (CDAC) meeting minutes.

DISCUSSION/CONCLUSION

The CDAC met on May 6 and May 7, 2015, to review and make recommendations for proposed use of 2015-2016 CDBG and HOME Program funds on the basis of eligibility, need, and priority. Projects undertaken with CDBG and HOME Program funds address goals and objectives established in the Consolidated Strategic Plan and Annual Action Plan to meet affordable housing and community development needs.

FISCAL IMPACT

HUD regulations allow for 20% of CDBG and 10% of HOME funds to be expended on administration/planning of CDBG and HOME activities. All project costs under the CDBG and

HOME Program will be reimbursed to the City by the U.S. Department of Housing and Urban Development.

RECOMMENDATION

Following the first public hearing on June 9, 2015, recommend approval of the 2015-2019 Consolidated Strategic Plan summary, allocation of funds under the proposed 2015-2016 Annual Action Plan, and the publishing of the proposed plans to solicit citizen comments and participation. Recommend approval of the final plans with revisions, as appropriate, based on citizen comments to be reviewed during the second public hearing on July 14, 2015.

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
MAY 6-7, 2015, 12:30 P.M. *
COMMUNITY DEVELOPMENT TRAINING ROOM #E105
KILLEEN ARTS AND ACTIVITIES CENTER
802 N. 2ND ST., BUILDING E, KILLEEN, TX 76541

1. **CALL TO ORDER:** Mr. Cossey called the meeting to order at 12:39 PM.
2. **ROLL CALL:** Committee members were present: Mr. Banta, Ms. Batie, Mr. Alvarez, Mr. McConaughy, Dr. Dillard, Ms. Whitworth, and Mr. Barr. Mr. Guidry was absent and Ms. Driver-Moultrie arrived at 12:49PM. City Staff present: Leslie Hinkle, Traci Briggs, Cinda Hayward and Celeste Sierra.
3. **APPROVAL OF AGENDA:** Dr. Dillard moved, seconded by Mr. Barr to approve the meeting's agenda. Motion carried.
4. **APPROVAL OF MINUTES:** Mr. Alvarez moved, seconded by Mr. Banta to approve the minutes of the February 11, 2015 CDAC meeting. Motion carried.
5. **COMMITTEE & STAFF ITEMS**
 - A. **RECEIVE BRIEFING ON STATUS OF CDBG AND HOME PROJECTS FOR PERIOD ENDING APRIL, 20, 2015:** Leslie Hinkle briefed Committee on the status of current CDBG and HOME projects advising that Central TX 4C had decided to return the funds allocated during FY 14-15 and would discuss further during the next item.
 - B. **DISCUSS AND CONSIDER REPROGRAMMING OF CDBG AND HOME FUNDS TO ELIGIBLE FY 2015-16 ACTIVITIES:** Leslie Hinkle briefed Committee on the funding available to be reprogrammed during this funding process. She advised that Central TX 4C, Inc. had decided to not use the funding allocated and return to the City and due to there not being any eligible CHDOs, the funding set aside for FY 13-14 and 14-15 had been returned to the Entitlement to be used on other eligible activities. After a brief discussion on CHDO requirements Dr. Dillard moved, seconded by Mr. Banta to approve the reprogramming of funds as listed. Motion carried.
 - C. **DISCUSS AND CONSIDER APPROVAL OF APPLICATIONS SUBMITTED FOR FY 2015-16 PROPOSED PROGRAM OF ACTIVITIES FOR RECOMMENDATION TO CITY COUNCIL:** The Committee heard from the following entities applying for Community Development Block Grant funding: Frances Little, Ronda Montgomery, Tania Elliot and Cynthia from Bell County Human Services; Maureen Jouett from Bring Everyone in the Zone, Michael DeWees and Cinnamon Clay from Communities in Schools of Central Texas; Suzanne Armour from Families in Crisis, Inc.; Michael Christ from Heritage House of Central Texas; Lewann Turner from Hill Country Community Action Association; and Celeste Sierra from City of Killeen Community Development. This ended the presentations for Public Service requests. Mr. Cossey advised Committee on the use of the evaluation and assessment review forms provided for each applicant. Ms. Hinkle addressed questions on the total funds available for allocation and what can be used towards the public services proposals, for public facilities and for HOME program proposals. Ms. Hayward addressed question in reference to projects being consistent with the Consolidated Plan priorities and goals. Mr. Cossey asked Committee to consider the applicants and funding overnight and discussion would continue tomorrow.
6. **RECESS:** Mr. Cossey entertained a motion to recess. Mr. Barr moved, seconded by Ms. Driver-Moultrie to recess until May 7, 2015 to continue discussion of agenda items. Motion passed and Committee recessed at 2:55 PM.

MAY 7, 2015, 12:30 PM.

Mr. Cossey called the meeting to order after recess. All committee members were present for the exception of Mr. Guidry. City Staff was also present.

- C. **DISCUSS AND CONSIDER APPROVAL OF APPLICATIONS SUBMITTED FOR FY 2015-16 PROPOSED PROGRAM OF ACTIVITIES FOR RECOMMENDATION TO CITY COUNCIL:** Committee discussed observations on how the presentations were going. Mr. Cossey advised the Committee didn't have too much time to ask questions. Ms. Briggs advised that the Council provides additional time if there is anything they still require further discussion on. The Committee then heard from the following entities applying for CDBG funds under

Minutes
 May 6, 2015

Public Facilities and Improvements: Janell Sherwood from Central TX 4C; Brett Williams, Pete Vento, and Luke Beherns from City of Killeen Parks and Recreation Department; John Koester, Jason McBride and James Mundy from City of Killeen, Street Services, Ed Radeke and Jennifer Guzman, City of Killeen, Community Development. The Committee then continued hearing presentation from entities applying for funding under the HOME Program: Maria Barraza, City of Killeen, Community Development Division and William Hall from Families in Crisis, Inc.

After all presentations were made, Mr. Cossey asked Committee for discussions on any of the applications. After discussing some of the applications, Dr. Dillard moved, seconded by Mr. Banta to recommend the following entities with Community Development Block Grant amounts. Motion passed 8 to 1 with Mr. McConaughy opposing.

CDBG PUBLIC FACILITIES AND IMPROVEMENTS		
APPLICANT	PROJECT	FUNDING
Central TX 4C, Inc.	Improvements and Modifications to bathrooms, classrooms, entry and playground per Head Start Center requirements at old Fowler Elementary School location on Trimmier Ave.	\$21,912.30
City of Killeen Parks and Recreation	Stewart Neighborhood Project – Phase II replacement of playground equipment and fall surface, expansion of play area, resurface of Sport court, installation of pavilion, landscaping and irrigation.	\$322,000.00
City of Killeen Street Services	Stewart Neighborhood Sidewalk Reconstruction for replacement of approximately 1800 LF of existing deteriorated sidewalks in areas adjacent to the 2014 Stewart Neighborhood Project.	\$140,700.00
City of Killeen Community Development	Housing Rehabilitation of Owner Occupied Housing to address urgent and minor repairs, and accessibility modifications/accommodations.	\$170,695.00
TOTAL PUBLIC FACILITIES AND IMPROVEMENTS RECOMMENDATIONS FOR FUNDING		\$655,307.30

After Committee discussed the HOME funding recommendations, Mr. Barr moved, seconded by Mr. McConaughy to fund the following entities with HOME Program funds. Motion passed unanimously.

HOME PROGRAM		
APPLICANT	PROJECT	FUNDING
Community Housing Development Organizations	Required Set Aside	\$45,258.90
HOME Administration	Administration and Planning of HOME Program activities	\$30,1752.60
Families in Crisis, Inc.	Tenant Based Rental Assistance Program for documented domestic violence survivor households, victims of assault, or veterans and their families.	\$216,364.48
First Time Homebuyer Program	Down payment and closing cost assistance and repairs to qualified buyers	\$166,746.21
TOTAL HOME PROGRAM RECOMMENDATIONS FOR FUNDING		\$458,542.19

After Committee discussed the funding available for CDBG Public Services, Mr. Barr moved, seconded by Dr. Dillard to fund the following entities with CDBG funds. Motion passed unanimously.

CDBG PUBLIC SERVICES		
APPLICANT	PROJECT	FUNDING
Bell County Human Services	Affordable child care costs to eligible workers or in job training	\$5,000.00
Bring Everyone in the Zone	Military Support Program resource manager salary assistance	\$8,000.00
Communities in Schools	Connections Program case worker salary assistance	\$22,000.00

Minutes
May 6, 2015

Families in Crisis, Inc.	Client Transportation Services	\$6,000.00
Greater Killeen Free Clinic	Nursing Supervisor/Educator salary assistance	\$23,911.75
Heritage House of Central TX	Empowerment Program client advisor salary assistance	\$5,000.00
Hill Country Community Action	Elderly Meals Program center aide/driver salary assistance	\$10,000.00
COK Community Development	Elderly Transportation Program	\$60,000.00
TOTAL CDBG PUBLIC SERVICES RECOMMENDATIONS FOR FUNDING		\$139,911.75
ADMINISTRATION/PLANNING OF CDBG PROGRAMS AND ACTIVITIES		\$186,549.00

Dr. Dillard pointed out there should be a limit as to how many times an agency could apply for funding because the same agencies apply and get funded year after year and don't give an opportunity for other agencies to apply. Ms. Driver-Moultrie advised there were agencies that had attended the public hearings and had not even applied, knowing that staff is available to assist with the application process. Ms. Hayward advised that many agencies have commented that the same agencies get funded every year, so they don't bother to apply and she advised them that if they don't apply they don't get a chance to get funded. Mr. Barr advised that a lot of these agencies that had been funded year after year were making a difference in the community by providing needed services. Mr. Cossey advised that this was a good subject they could maybe discuss with staff and maybe place on the agenda for future meetings.

Mr. Cossey invited all Committee members to attend the public hearings so they could be recognized for the hard work they have during this funding process. Mr. Cossey then asked for a motion to adjourn. Mr. McConaughy moved, seconded by Dr. Dillard to adjourn. Meeting adjourned at 3:27 PM.

Celeste Sierra, CD Specialist
Community Development

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
 FY 2015-2016/B-15-MC-48-0020
 PUBLIC SERVICE REQUESTS and CDBG ADMINISTRATION**

PUBLIC SERVICES				
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
1	BELL COUNTY HUMAN SERVICES Attn: Tonya Elliot 718 N. 2nd Street, Suite B Killeen, Texas 76541 254.770.6841 tonya.elliott@co.bell.tx.us	Child Care Services 2015 – 91 - the Child Care Services program will provide direct assistance, in conjunction with Texas Work Force matching funds, for affordable childcare costs to eligible low-income applicants of Killeen who are employed., or in training programs	\$ 12,000.00	\$ 5,000.00
2	Maureen Jouett, Executive Director BRING EVERYONE IN THE ZONE, INC. 718 N. 2nd Street, Suite B Killeen, Texas 76541 254.681.9112 mojo53@hotmail.com	Military Support Program - 600 - partial payment of salary for a full-time Resource Manager to work with low-income Veterans and their families to access community resources, VA and Social Security claims moving them from dependence to self-sufficiency and independence.	\$ 15,600.00	\$ 8,000.00
3	Michael Dewees, Executive Director COMMUNITIES IN SCHOOLS OF GREATER CENTRAL TEXAS, INC. 4520 E. Central Texas Expressway, Suite 106 Killeen, Texas 76543 254.554.2132 mdewees@hotmail.com	Connections Program-Eastward Elementary – 180 - partial payment of salary and fringe for the CIS Connections Program case worker who will serve economically disadvantaged families from pre-K to 5th grade students with educational enhancement, tutoring, parent involvement activities, career awareness and food pantry	\$ 23,373.00	\$ 22,000.00
4	William K. Hall, Operations Director FAMILIES IN CRISIS, INC. P.O. Box 25 Killeen, Texas 76540-0025 254.634.1184 ficinc@earthlink.net	2014 Client Transportation Project - 500 - the project will provide clients with transportation to safe shelter from designated locations and to necessary medical, legal, law enforcement, and social service appointments by taxi or bus when other means of transportation are unavailable.	\$ 10,000.00	\$ 6,000.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
 FY 2015-2016/B-15-MC-48-0020
 PUBLIC SERVICE REQUESTS and CDBG ADMINISTRATION**

PUBLIC SERVICES				
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
5	Marlene DiLillo, Executive Director GREATER KILLEEN FREE CLINIC 718 N. 2ND Street, Suite A Killeen, Texas 76541 254. 618.4211 mdilillo@gkfclinic.org	2015 Salary Assistance Nursing - 1900 - the program will provide funds for payment of salary and fringe for the Nursing Supervisor/Educator in the treatment of low income Killeen patients with chronic diseases, disease management and health promotion.	\$ 25,000.00	\$ 23,911.75
6	Michael Christ, Executive Director HERITAGE HOUSE OF CENTRAL TEXAS 802 N. 2nd Street, Building E Killeen, Texas 76541 254. 681.1759 mikchrist@yahoo.com	Empowerment Program - 150 - partial payment of salary for the client adviser who is responsible for developing and managing the homeless client's action plan for becoming and remaining self-reliant.	\$ 10,722.75	\$ 5,000.00
7	Tama Shaw, Executive Director HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC. P.O. Box 846 San Saba, Texas 76877 325.372.5167 tshaw@hccaa.com	2015 Killeen Elderly Meals Program – 133- will provide for salary and fringe benefits for one part time center aide/meal delivery driver to assist in meal preparation and delivery of meals to low-income elderly Killeen residents.	\$ 12,505.00	\$ 10,000.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
 FY 2015-2016/B-15-MC-48-0020
 PUBLIC SERVICE REQUESTS and CDBG ADMINISTRATION**

PUBLIC SERVICES				
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
8	Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN ATTN: Celeste Sierra 802 N. 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 lhinkle@killeentexas.gov csierra@killeentexas.gov	Elderly Transportation Program – 120 -costs associated with transportation services for low income Killeen elderly, age 62 and older, with free or discounted transportation via taxi rides, private shuttle rides, public transit fixed route rides, public transit special service rides or other approved mode of transportation.	\$ 70,000.00	\$ 60,000.00

TOTAL FUNDING REQUESTS \$ 179,200.75 \$ **139,911.75**
Total Available (max 15%) \$ **139,911.75**

CDBG ADMINISTRATION				
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
9	Leslie K. Hinkle, Director of Community Development Department CITY OF KILLEEN 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 lhinkle@killeentexas.gov	CDBG Administration 2015-16 - maximum 20% of annual grant amount - costs for salary, administration and delivery of the CDBG program.	\$ 186,549.00	\$ 186,549.00

TOTAL CDBG ADMINISTRATION REQUEST \$ 186,549.00 \$ **186,549.00**
Total Available (max 20%) \$186,549.00

**CITY OF KILLEEN
COMMUNITY DEVELOPMENT BLOCK GRANT
FY2015-2016/B-15-MC-48-0020
PUBLIC FACILITIES/IMPROVEMENTS, HOUSING REQUESTS**

PUBLIC FACILITIES/IMPROVEMENTS, HISTORIC PRESERVATION, HOUSING REHABILITATION, CODE ENFORCEMENT, CLEARANCE/DEMOLITION				
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION	
1 Janell Frazier, Executive Director CENTRAL TEXAS 4C, INC. P.O. Box 367 Temple, Texas 76503 254. 778.0489 ext. 14 4c@vvm.com	Killeen Head Start Expansion - 1 unit -funds will be used for improvements and modifications to bathrooms, classrooms, entry and playground in order to meet approving requirements for Head Start centers; proposed location is old Fowler Elementary on Trimmier; exact detail is not known at this time.	\$ 40,000.00	\$ 21,912.30	
2 Brett Williams, Executive Director of Community Services CITY OF KILLEEN PARKS & RECREATION Attn: Pete Vento, Parks/Grounds Superintendent 1700A E. Stan Schlueter Loop PO Box 1329 Killeen, Texas 76540 254. 501.8861 pvento@killeentexas.gov	Stewart Neighborhood Project - Phase II - 1 unit - funds are for the reconstruction of the existing Stewart Neighborhood park and include replacing playground equipment and expansion of the play area, "fall surface" for the playground, resurface of the existing sport court, installation of a family event pavilion, landscaping and irrigation. This is the next planned phase of the FY 2014 Stewart Neighborhood Project benefitting low-income areas of Killeen.	\$ 322,000.00	\$ 322,000.00	
3 George Lueck, Director of Transportation CITY OF KILLEEN STREET SERVICES Attn: John Koester, Director 3201a South W.S, Young Drive PO Box 1329 Killeen, Texas 76540 254. 501.7776 jkoester@killeentexas.gov	Stewart Neighborhood Sidewalk Reconstruction - 1 unit - approx. 1800 LF of sidewalk - funds are for costs to replace existing deteriorating sidewalks along Culp Street to 18th Street; Gray Drive to Culp Street to Stewart Street; and Alexander Street to Rancier Avenue adjacent to the 2014 Stewart Neighborhood Project serving low-income areas of Killeen.	\$ 140,700.00	\$ 140,700.00	

**CITY OF KILLEEN
HOME INVESTMENT PARTNERSHIPS PROGRAM
FY2015-2016/M-15-MC-48-0228**

HOME PROGRAM REQUESTS				
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION	
CHDO SET ASIDE				
1	NO APPLICATION REQUEST RECEIVED	<p>2015 Minimum CHDO Set Aside Requirement- 15% of annual HOME allocation for eligible Community Housing Development Organization (CHDO) activity.</p> <p>No applications were received, the City must set aside the funds as required by regulation.</p>	\$ 45,258.90	\$ 45,258.90
TOTAL MINIMUM CHDO SET ASIDE:			\$ 45,258.90	\$ 45,258.90
OTHER ELIGIBLE PROJECTS				
2	<p>FAMILIES IN CRISIS, INC. William Hall , Director of Operations P.O. Box 25 Killeen, Texas 76540 254.634.1184 ficinc@earthlink.net</p>	<p>FIC TBRA – the program will provide Tenant Based Rental Assistance (rental subsidies) to households who are documented domestic violence survivors or are veterans and their families, and are currently on the Housing Choice Voucher (Section 8) Program waiting list. The program provides first month rent, security deposit, and rental subsidy in proportion to income until such time that housing assistance through the HCV (Section 8) program becomes available.</p>	\$ 216,364.48	\$ 216,364.48

**CITY OF KILLEEN
HOME INVESTMENT PARTNERSHIPS PROGRAM
FY2015-2016/M-15-MC-48-0228**

HOME PROGRAM REQUESTS			
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
3 Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT Attn: Maria Barraza 802 N. 2nd Street, Bldg. E P.O. Box 1329 Killeen, Texas 76540 254.501.7842 lhinkle@killeentexas.gov mbarraza@killeentexas.gov	Homebuyer Assistance Program (HAP) with Repairs - funds will be used to assist first time buyers with down payment and closing costs not to exceed \$7,500; repairs will be made to ensure the unit meets local, state, and federal building code. Buyers must have a minimum income equal to 60%-80% of the Area Median Income and qualify for a mortgage loan; unit must be single family conventional construction within the corporate city limits.	\$ 168,000.00	\$ 166,746.21
TOTAL PROGRAM FUNDING REQUESTS :		\$ 384,364.48	\$ 383,110.69
Total Available \$		383,110.69	

4 Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 N. 2nd Street, Bldg. E P.O. Box 1329 Killeen, Texas 76540 254.501.7847 lhinkle@killeentexas.gov mbarraza@killeentexas.gov	HOME Program Administration - Maximum 10% of annual grant amount - costs for salary, operations and delivery of the HOME Program.	\$ 30,172.60	\$ 30,172.60
TOTAL HOME ADMINISTRATION REQUEST :		\$ 30,172.60	\$ 30,172.60

ORDINANCE _____

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2015-2019 CONSOLIDATED STRATEGIC PLAN AND THE 2015-2016 ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$932,745.00 IN FY 2015-16 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$981,768.05 OF CDBG FUNDS; AND THE APPLICATION OF \$301,726.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$458,542.19 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2015-19 Consolidated Strategic Plan has been developed in accordance with the overall goals of the community planning and development programs and in accordance with 24 CFR Part 91 outlining the Consolidated Submission for Community Planning and Development Programs and will be in effect until September 30, 2020; and

WHEREAS, the 2015-16 Action Plan describing CDBG and HOME activities is consistent with the goals and objectives described in the Consolidated Strategic Plan; and

WHEREAS, two public hearings were conducted and held by the City Council to seek citizen participation in the development of the 2015-2019 Consolidated Strategic Plan and the 2015-16 Action Plan describing the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds; and

WHEREAS, the Community Development Advisory Committee (CDAC) has reported its recommendation on the use of CDBG and HOME Program funds for FY 2015-16; and

WHEREAS, the City Council of the City of Killeen has invited and received further citizen comment on the allocation of \$932,745.00 in FY 2015-16 CDBG funds and the reprogramming of \$42,707.53 of CDBG funds from prior year completed projects and

\$6,315.52 of prior year program income, and the allocation of \$301,726.00 in FY 2015-16 HOME funds and the reprogramming of \$96,250.80 of HOME funds from prior year completed projects and \$60,565.39 of prior year program income;

WHEREAS, after due consideration of the community's needs within the City as provided by the U.S. Department of Housing and Urban Development, the City Council of the City of Killeen has determined to apply for and has agreed on the allocation of said funds;

NOW THEREFORE,

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

SECTION I. That the City Council of the City of Killeen reviewed and approved the 2015-2019 Consolidated Strategic Plan and held public hearings, on June 9 and July 14, 2015, in accordance with HUD regulations to hear and accept citizen comments for the required 30 day comment period on the Consolidated Strategic Plan and 2015-16 Annual Action Plan describing proposed CDBG and HOME activities.

SECTION II. That the City Council of the City of Killeen hereby authorizes the City Manager to submit the 2015-2019 Consolidated Strategic Plan and execute an application for \$932,745.00 in CDBG funds and \$301,726.00 in HOME funds for FY 2015-16 and approves the reprogramming of \$49,023.05 in prior year CDBG funds and \$156,816.19 in prior HOME funds and approves CDBG and HOME Program expenditures during FY 2015-16 in the following manner:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PUBLIC SERVICES

Bell County Human Services: child care services	\$ 5,000.00
Bring Everyone in the Zone: Military Support program salary assistance	\$ 8,000.00
Communities In Schools of Greater Central Texas, Inc.: Connections Program salary assistance for a case worker	\$ 22,000.00
Families in Crisis, Inc.: client transportation services	\$ 6,000.00
Greater Killeen Free Clinic: nursing salary assistance	\$ 23,911.75
Heritage House of Central Texas: Empowerment Program salary assistance	\$ 5,000.00
Hill Country Community Action Association, Inc.: kitchen aide/meal driver salary assistance	\$ 10,000.00
City of Killeen Transportation Program: transportation services for seniors	\$ 60,000.00

HOUSING

Housing Rehabilitation Program – urgent/minor repairs, accessibility modifications, With program delivery	\$ 170,695.00
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ACQUISITIONS, PUBLIC FACILITIES AND IMPROVEMENTS

Central Texas 4C, Inc.: Killeen Head Start Expansion	\$ 21,912.30
City of Killeen Parks and Recreation Department: Stewart Neighborhood Project - Phase II	\$ 322,000.00
City of Killeen Street Services Department: Stewart Neighborhood Sidewalk Reconstruction Project	\$ 140,700.00

ADMINISTRATION/PLANNING

Administration and Planning of CDBG Program	\$ 186,549.00
<u>TOTAL CDBG FUNDS ALLOCATED:</u>	<u>\$ 981,768.05</u>

HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

Administration of Home Program	\$ 30,172.60
Community Housing Development Organizations [CHDO] Set Aside – minimum set aside	\$ 45,258.90
Families In Crisis, Inc.: Tenant Based Rental Assistance	\$ 216,364.48
Homebuyer Assistance Program (HAP) with Repairs	\$ 166,746.21
<u>TOTAL HOME FUNDS ALLOCATED:</u>	<u>\$ 458,542.19</u>

Further, all funds remaining in any project account at the completion of the project shall be transferred forward to like accounts to be available for subsequent reprogramming to other eligible projects.

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

paragraph of this ordinance.

SECTION IV. That this ordinance shall be effective after its passage and approval to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 14th day of July, 2015 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

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Kathryn H. Davis, CITY ATTORNEY

DISTRIBUTION: Community Development Department, Finance Department

Executive Summary

1. Introduction

The Consolidated Strategic Plan (CSP) is a 3-5 year planning document required from the jurisdiction in its participation in U.S. Department of Housing and Urban Development (HUD) grant programs. The jurisdiction has selected a five year plan to address community needs and their respective priority as identified by citizens, public service agency and civic organization representatives, local government and city officials, city planning and community development staff. The information collected and received during community planning meetings and public hearings was combined and reduced to a listing of specific categories of objectives and goals to achieve over the next five years through individual annual plans and consolidated performance reports at the end of each fiscal cycle.

The Consolidated Strategic Plan focuses on the proposed uses of two Federal Entitlement Program funding resources: CDBG and HOME Programs.

Community Development Block Grant (CDBG): The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low income. Funds may be used for a wide variety of activities, including: housing rehabilitation, homeownership assistance; lead-based paint detection and removal; construction or rehabilitation of public facilities; removal of architectural barriers, public services; rehabilitation of commercial or industrial buildings; matching other programs requiring “local” and loans or grants to businesses.

Home Investment Partnership Program (HOME): the HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low-income households. HOME funds can be used for activities that promote affordable rental housing and homeownership for low-income households, including building acquisition; new construction and reconstruction; moderate or substantial rehabilitation; homebuyer assistance; and tenant-based rental assistance.

Additional funding from various public, private, or other federal sources will be combined with the CDBG and/or HOME funding to achieve the goals established for each year of the five year plan.

Performance will be measured at the end of each fiscal cycle noting accomplishments as well as discrepancies due to unforeseen causes.

The Killeen community is encouraged to participate at every opportunity in identifying new or changing needs and reporting them to the Community Development Advisory Committee (CDAC), during public

hearings and comment periods in association with the proposed use and expenditure of the HUD funding.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Killeen and its public and private partners will utilize Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funds in conjunction with other public and private funding sources to achieve outcomes in meeting the identified needs of its community and in serving the needs of the various income levels of persons and households by:

- ~ Creating a suitable living environment through programs and financial resources that provide assistance and improvement of human performance, motivation, and productivity; bettering the economic conditions under which people live, learn and work
- ~ Sustaining a suitable living environment by improving the safety and viability of neighborhoods and through the re-use and revitalization of existing resources in focused areas
- ~ Providing a suitable living environment through decent affordable housing programs that provide opportunities to assist the most at-risk families who are faced with excessive gaps between housing costs and practical solutions and interventions that are associated with housing needs in connection with the deterioration of existing affordable housing stock owned and occupied by low income families, elderly and/or disabled individuals and families

3. Evaluation of past performance

The jurisdiction estimates the following accomplishments undertaken during the 2010- 2014 Consolidated Strategic Plan (October 1, 2010 through September 30, 2014).

~An estimated 15,187 people were assisted through Public Service programs and activities through the allocation of \$721,099 of CDBG funds

~Ten (10) Public Facilities, improvements, and acquisition of public facilities including installing new and extending the useful life of facilities that serve or are located in areas of predominantly low-income populations through programs and services, and professional services that enable the projects to go forward. These activities include improvements and reconstruction of streets, sidewalks and neighborhood parks and the local farmer's market, early childhood education centers, playgrounds and safety improvements, refrigerated storage for perishable food items at a local food bank, and expansion of the local free clinic. Each of these improvements were made possible through the allocation of \$2,198,856 of CDBG funds

~Code Enforcement activities including enforcement of city codes and ordinances and demolitions of 3 substandard, vacant, and abandoned structures in target areas and addressing other code violations such as junk vehicles, high weeds and grass, graffiti including administrative costs associated with delivery of enforcement of the codes. This activity created a more suitable living environment for 22,104 unduplicated persons in target areas with over 10,700 violations being sited through the allocation of \$40,003 of CDBG funds

~One (1) Affordable rental housing complex was developed with \$650,000 of HOME funds coupled with \$10,224,660 of State Housing Tax Credit Program funds and an additional \$1,998,000 of private loan funds. The development created 112 new rental units available to elderly households earning 60% or less of the median family income for the area.

~Thirty-six (36) first time homebuyers were assisted through the HOME funded Homebuyer Assistance Program whereas the funds were used for down payment, closing costs, interest rate reductions [to make payments more affordable] and rehabilitation actions which bring the property into compliance with adopted property maintenance codes and ordinances. These properties and property owners received \$409,000 of the jurisdiction's HOME funds.

~Two hundred eighty (280) households were assisted with monthly rental subsidies made available through the jurisdiction's HOME funded Tenant Based Rental Assistance programs. These programs focused on target populations of elderly persons, age 62 years and older, victims of domestic violence and/or sexual assault, veterans, and other households at-risk of becoming homeless. This activity utilized 1,205,880 of the jurisdiction's HOME funds.

~Six (6) staff members worked over 62,400 hours in efforts to carry out the required planning, implementation, monitoring, and reporting of the city's CDBG and HOME programs throughout the past five years. Planning and administration included conducting outreach to low-income persons and households that are eligible to receive assistance through funded activities, neighborhood/community planning meetings to receive input and determine community need, seminars and workshops with industry leaders, faith-based and non-profit entities, other public and private stakeholders who serve special and target populations in need of housing, employment, child care, medical/health care, mentoring and education tutoring/training, transportation, nutrition, and other services that are needed within the community, and continued training from HUD and HUD approved technical assistance providers to maintain ongoing compliance with statutory and regulatory requirements associated with the funding. \$930,074 of CDBG and HOME program administration funds were used to achieve planning and administration costs over the past five years.

~ The City estimates approximately \$6,197,283 of CDBG and HOME program funds have leveraged more than \$16,986,164 in federal, state, and local resources totaling over \$23,183,447 over the past five years providing health and human services, public facility and public improvements, and decent housing opportunities for the Killeen community.

4. Summary of citizen participation process and consultation process.

Citizen participation is encouraged through various media sources, including publications in local and ethnic newspapers, through the City's public access channel, public news bulletin boards located in municipal buildings, and through accessing the City's internet web site. Information kiosks and bulletins are provided via written correspondence and electronic mail formats to public service agencies, civic, and faith based organizations.

The Citizen Participation Plan describes how citizens, non-profit organizations and other interested entities may contribute to the development of the consolidated strategy and annual plans to address objectives and goals to meet the identified community need. All persons are afforded the opportunity to meet with City staff, to participate by attending community planning meetings, public hearings, and advisory committee meetings, and to submit proposals.

During the preparation of the Consolidated Strategic Plan, comments are accepted through various correspondence formats, from all persons, public, private or civic organizations and are considered when funding various project requests. Access to public hearings and notice of hearings are made available to all persons, regardless of impediments or disabilities, and are published in accordance with HUD and local regulations.

Participation of non-English speaking citizens is accomplished with bilingual staff and publication in Spanish language, of public notices of hearings, informational manuals, and guides on the CDBG and HOME Programs. Bilingual staff is also available on an individual basis and translators for other languages are available upon citizen's request. Community Development Advisory Committee members are involved in the development of programs, are actively involved in local community development matters with many members utilizing [their] bilingual capabilities to stimulate and encourage participation of minority and non-English speaking citizens.

Presentations, Discussions and Priorities

Two community-planning meetings were held on February 18 and 26, 2015 by the Community Development Advisory Committee (CDAC), with presentations to attendees by the Community

Development Division Staff, at the Bell County Human Services building located at 718 N. 2nd Street, downtown Killeen. The planning meetings introduced the consolidated plan process for the federal grant programs and funding resources for 2015-2019 and for the fiscal year 2015-2016 with attendees contributing community input on housing and community development needs.

The City also conducted a “community survey” consisting of 27 questions [7 demographic and 20 category specific] associated with affordable and fair housing needs, suitable living environments and expansion of economic opportunities through utilization of governmental and non-governmental resources to serve the Killeen community. All Killeen citizens and community stakeholders were encouraged to complete the entire survey or only those sections of interest. The survey was available beginning February 20 through March 31, 2015 via the City’s Community Development Department web page; additionally survey access was available for mobile device users through a “text to access” mobile keyword, or as a paper document. A total of 446 persons accessed the survey with 94% (420) completing the full survey. Survey respondents were offered three choices in their response to the questions posed with the objective to place each question in a priority need category of high, low, or none/no priority. Through the planning meetings and the community survey, citizens, service providers, community leaders, and other interested parties were asked to identify and prioritize specific needs of the community. The following represents priorities established from those respondents:

High priority housing needs included the need for homeless shelters, housing for elderly persons age 65 and older, accessibility [architectural barrier removal] for disabled home owners, barriers to homeownership due to bad or poor credit and the inability to qualify for a mortgage loan and the lack of down payment for those that can qualify and then the lack of income to pay for necessary repair/maintenance of the home. Rental housing with high priority concerns included the condition of the unit, excessive deposits for security, utility and/or pets. Areas of low or no priority included for renters include landlord not accepting rent subsidy payments from federal programs and allowing a disability assistance /emotional support animal in the unit. Respondents indicated that they would participate in free educational opportunities through online, video, or “podcast” courses regarding the homebuyer process, credit counseling, or understanding lease or rental agreements.

Public Service program priorities garnering high need responses include abused and neglected children, crime prevention and awareness, and mental health counseling and services. Low/no priority areas

identified include the need for one-time payment assistance programs and fair housing/tenant – landlord counseling.

Special needs populations, which includes groups of persons with disabilities of a physical, developmental, mental, addiction, or social disease, veterans, frail elderly, ex-offenders, unaccompanied (homeless) youth, domestic violence victims and other households moving from transitional housing to permanent housing, also had several high scores for the various special needs populations. Those populations garnering 80% or more of the overall response included unaccompanied youth/youth exiting foster care, victims of domestic violence, and persons with mental illness followed by 79.7% listing disabled veterans with a high priority. These special needs populations usually require some level of supportive services to assist in performing routine daily tasks – those high ranked support services include life skills training to attain self-sufficiency, information and referral with case management and housing support services. Assisted living facilities and transitional housing (up to 24 months) are key components to success of the special needs populations groups.

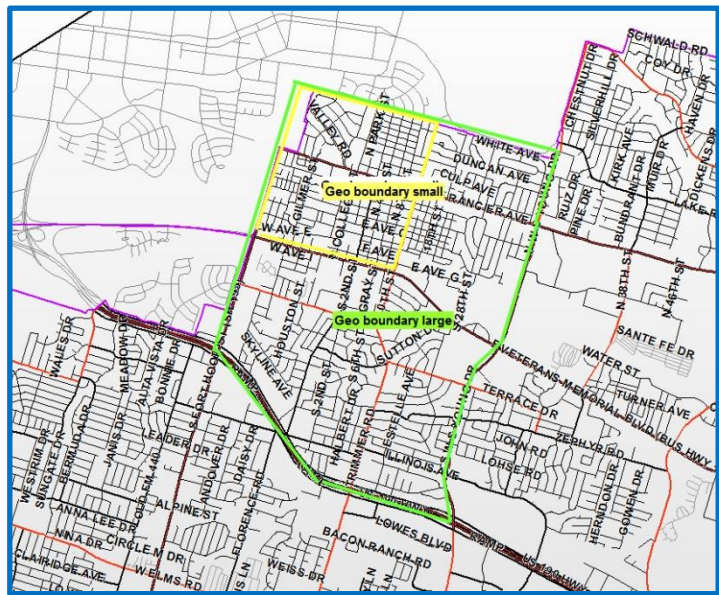
Facilities for use in delivery of public service programs, as well as funding to bridge gaps in providing those facilities necessary for serving and meeting the particular needs of the community are vital in the cycle of creating and sustaining suitable living environments. Public facility and public improvements, identified such as youth centers, food bank/food pantry, neighborhood facilities (i.e. multi-purposes structures for social services and recreation) primarily serving low-income persons and outdoor locations (not buildings) for parks and recreation; sidewalks including lighting, benches, street-scaping and trash receptacles green space and demolition and clearance of unsafe structures, in residential areas also received high priority responses. Public facilities and improvements of this nature are limited to areas within the city containing higher populations of low-income households and/or serve primarily low-income persons and families.

Economic development plays an important role in the life of any community and is largely governed by two factors: government and entrepreneurship. Local government often provides incentives for entrepreneurship investment to flourish and take hold, resulting in economic growth for the community. Survey respondents indicated that job creation and training were necessary for empowerment and self-sufficiency to reduce generational poverty. Business (*assuming small business types*) mentoring, small business loans, and start up assistance were among the high priorities that could

potentially spur new growth in areas left behind or forgotten by the auto-urban society. Factors also considered and associated with economic development includes re-use and revitalization of older structures for commercial/industrial use and residential neighborhoods necessary for housing the required work force and utilization of supply provided. Areas identified as having a high priority for revitalization and redevelopment included existing small neighborhood park areas, single-family housing rehabilitation and/ or reconstruction, educational opportunities through public schools and child development centers and multi-family housing with amenities that provide social and recreational space along with security (i.e. gated perimeter). Older buildings may also serve the community by housing local cultural and heritage centers, galleries, exhibition halls, or museum. Numerous responses provided potential geographical areas in need of this type of redevelopment/revitalization with the most responses indicating the area encompassed within the boundary of Fort Hood boundary on the North; Fort Hood Street (Hwy 195) on the West; Highway 190 (Central Texas Expressway) on the South; and W. S. Young on the East (Geo boundary large). Yet within that boundary lies a smaller geographical area identified as a priority area encompassing Fort Hood boundary on the North; Fort Hood Street (Hwy 195) on the West; Hwy 190 (Business 190/Veterans Memorial Blvd.) on the South; and 10th Street on the East (Geo boundary small).

Specific boundary division should be considered carefully so as not to leave one side or the other of any particular boundary line without fair and equitable consideration of inclusion.

These priorities will be more fully described and visualized in the complete consolidated strategy.



5. Summary of public comments

Written comments received from June 10, 2015 through July 9, 2015 and submitted to the Community Development Department, 802 N. 2nd Street, Building E or mailed to the Community Development Department, P.O. Box 1329, Killeen, Texas 76540-41329, will be presented to the Killeen City Council for review and consideration at the July 14, 2015 public hearing. Those comments will then become a permanent part of the CSP document.

6. Summary of comments or views not accepted and the reasons for not accepting them

The jurisdiction will accept comments on the content associated with the 2015-2019 Consolidated Strategic Plan in the proposed use of U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funds for the period of October 1, 2015 to September 30, 2020. All other comments not relevant to the contents may be

7. Summary

The jurisdiction will accept comments on the content associated with the 2015-2019 Consolidated Strategic Plan and in the proposed use of U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs throughout the coming five years, adjusting to new and changing community priorities.