

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

AUTHORIZE ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT TO DEVELOP LAND USE ASSUMPTIONS AND WATER, WASTEWATER, AND ROADWAY IMPACT FEES IN ACCORDANCE WITH LGC CHAPTER 395, AND TO DETERMINE THE VIABILITY OF A TRANSPORTATION UTILITY FEE

ORIGINATING DEPARTMENT

PUBLIC WORKS

BACKGROUND INFORMATION

Municipalities require a range of major capital improvements, such as potable water transmission lines; sanitary sewer interceptors; pump stations and lift stations; water and wastewater treatment plants; storm drainage facilities; and roadways, to adequately meet the demands of ongoing development. Such public infrastructure is characterized by a high capital cost and a useful facility life exceeding five years. In addition to material and construction costs, other significant costs associated with capital projects include right-of-way acquisition, site entitlement, engineering, planning, and long-term project financing. Local financing of public facilities is generally built upon a foundation of three traditional planning elements: an annual budget, a capital improvements program, and a long-range visioning statement. Many local governments also adopt master plans to support the well-planned development of such public facilities.

Impact fees generally have been welcomed by local governments as a valuable tool in financing facilities and other capital projects. Impact fees shift a portion of the cost of providing capital facilities to serve new growth from the general tax base or utility fees, to the new development specifically generating the demand for the public facilities.

Chapter 395 of the Texas Local Government Code (LGC) describes the procedure Texas cities must follow to create and implement impact fees. Senate Bill 243 (SB 243) amended LGC Chapter 395 to specifically define an Impact Fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." By contrast, a utility is a fee collected by a political subdivision to fund necessary facility operations, maintenance, and capital improvement projects that are commensurate with the service demand exerted by existing development.

For a municipality to implement impact fees, LGC Chapter 395 requires the performance of an engineering feasibility and financial study that includes a determination of underlying land use assumptions, the development of capital improvement plans, and a determination of the maximum assessable impact fee for the types of planned capital infrastructure.

At the March 3, 2014, City Council Workshop, Kimley-Horn and Associates, Inc. (Kimley-Horn) provided a presentation on various mechanisms available for funding municipal capital infrastructure. Kimley-Horn, a firm included within the City's selected pool of pre-qualified consultants for professional design services for major capital projects (CCM/R 11-175R), has extensive experience with numerous Texas municipalities in the development of utility rates, and the financial tools for the implementation of impact fees. Immediately following the presentation, the City Council provided consensus for staff to negotiate a scope of services and cost proposal for the professional services required to evaluate impact and user fees, and for the development associated financial tools to employ these possible funding mechanisms.

DISCUSSION/CONCLUSION

Staff met with Kimley-Horn personnel on March 19, 2014, to outline the key objectives of the requested professional services. Enclosed with this resolution is a standard form of agreement, cost proposal, and schedule for the negotiated project scope of services.

The proposed project will consist of development of Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with LGC Chapter 395. In addition, the project will include a determination of the viability of Transportation Utility and Transportation Utility Fee. The purpose of this study is to perform the technical analysis to determine the Transportation Utility Rate that may be justified to be assessed to existing development in the City.

The consultant's scope of services includes the following major project tasks:

- Project Management and Meetings
- Land Use Assumptions
- Water Impact Fee Study
- Wastewater Impact Fee Study
- Roadway Impact Fee Study
- Transportation Utility Feasibility
- Public Hearings, Approval and Implementation Tools

Project deliverables will include a draft and final Water and Wastewater Impact Fee Study Report; a draft and final Roadway Impact Fee Report including a capital improvement plan and associated transportation project costs; and a financial tool that could be used to proportionally distribute the total program cost for operation of a Transportation Utility as a unit-based transportation fee. The consultant will also manage stakeholder coordination to meet the requirements of LGC Chapter 395.

The proposed project schedule forecasts completion of the draft final report tasks and development of financial tools within six months of authorization to proceed. The final phase of the project will include a public hearing and approval process.

FISCAL IMPACT

The total project cost of the proposed professional services agreement is \$233,571. Funding in the amount of \$178,061 is available in Water and Sewer Fund Account 550-3435-432.44-20 for Public Works - Engineering Division professional services. Funding in the amount of \$55,510 is available in General Fund Account 010-3440-434.44-20 for Public Works - Streets Division professional services.

RECOMMENDATION

Recommend that the City Council authorize the City Manager to execute an Agreement with Kimley-Horn and Associates, Inc., to develop land use assumptions and water, wastewater, and roadway impact fees in accordance with Texas Local Government Code Chapter 395, and to determine the viability of a transportation utility fee, and further authorize the City Manager to execute any change orders to the same Agreement within the amounts established by state and local law.

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

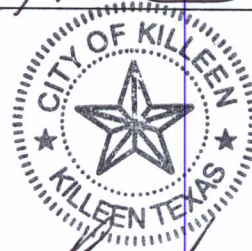
That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 13th day of May, 2014, 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

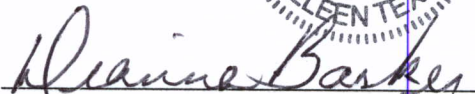


APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:



Dianna Barker
CITY SECRETARY



City of Killeen

Signature Copy

Resolution/Consent Agenda: TMP-166-14

*5/16 Workshop
5/13 CC Meeting*

File Number: TMP-166-14

Consider a memorandum/resolution for a Professional Services Agreement with Kimley-Horn and Associates, Inc., to develop Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with LGC Chapter 395, and to determine the viability of a Transportation Utility Fee.

Approved As To Form _____

Kathryn H. Davis

Date _____

Attest by _____

Date _____

Certified by _____

Date _____

ORIGINAL
Contract Attached
JPN

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 22nd day of April, 2014, by and between CITY OF KILLEEN, TEXAS ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC.

RECITALS

The Client and Kimley-Horn desire to set forth the general terms and conditions whereby Kimley-Horn, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Kimley-Horn or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 time cost.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all criteria and full information as to the Client's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the Client may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incidental to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on

the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would

cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant,

and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

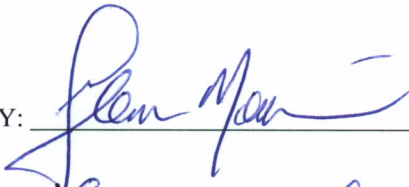
(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

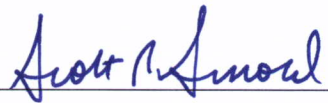
(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

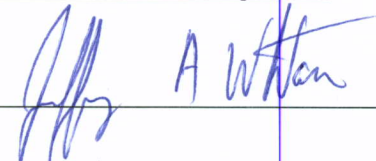
CITY OF KILLEEN, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____ HC
ITS: Glenn Morrison, City Manager

BY:  _____
ITS: Scott R. Arnold, Contract Specialist

ATTEST:  _____

ATTEST:  _____

INDIVIDUAL PROJECT ORDER NUMBER #2014-1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and THE CITY OF KILLEEN, TEXAS (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 22, 2014, which is incorporated herein by reference.

Identification of Project: 2014 Impact Fee Study and Transportation Utility Feasibility

General category of Services: Civil Engineering

Specific scope of basic Services:

This project consists of providing professional services associated with the development of the City's Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with Chapter 395 of the Texas Local Government Code. In addition, this project will determine a transportation utility rate feasibility. A transportation utility is a fee collected by a political subdivision in order to fund necessary transportation operations, maintenance, and capital improvement projects that are commensurate with the impacts from existing development. The purpose of this study is to perform the technical analysis to determine the Transportation Utility Rate that may be justified to be assessed to existing development in the City. It is anticipated that the rate will be calculated based on land use.

This project is anticipated to include the following components:

1. Project Management and Meetings
2. Land Use Assumptions
3. Water Impact Fee Study
4. Wastewater Impact Fee Study
5. Roadway Impact Fee Study
6. Transportation Utility Feasibility
7. Public Hearings, Approval and Implementation Tools

Task 1. Project Management and Meetings

Kimley-Horn will keep regular communication throughout the project through bi-weekly status meetings and status reports. These meetings will also be the meetings associated needed to accomplish the various tasks outlined in this scope.

- 1.1. Project Kick-Off Meeting and Impact Fees 101. Kimley-Horn will meet with the City for a formal kick-off meeting for the Impact Fee Study and Transportation User Fee Study. During this meeting, the scope and City contacts will be determined for each task. Kimley-Horn will present an Impact Fee 101 to City's staff during this meeting.
- 1.2. Project Team Status Meetings and Coordination. Kimley-Horn will participate in bi-weekly (once every other week) meetings with City's staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two hours will be anticipated for each meeting. These may be either in-person meetings or conference calls. It is assumed that a maximum of six meetings will be in person. These in-person meetings will be geared to cover major technical topics. Kimley-Horn will prepare notes from each meeting and submit to the City's Project Manager for review and approval. A maximum of twelve meetings will be held. It is anticipated that the work will be completed within six (6) months.

- 1.3. Project Status Reports. Kimley-Horn will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination in conjunction with each monthly invoice.
- 1.4. Service Areas. Kimley-Horn will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by law. Kimley-Horn anticipates approximately three (3) or four (4) service areas will be required for roadway impact fees. Kimley-Horn will meet with the City to develop the water and wastewater impact fee service area boundaries within the existing City limits. Kimley-Horn anticipates one service area will be required for water and wastewater impact fees.

Task 2. Land Use Assumptions

Kimley-Horn will assist the City in developing the land use assumptions in conformance with Chapter 395 of the Local Government Code and shall include.

- 2.1. Data Collection. Kimley-Horn will coordinate with the City to obtain the following data:
 - 2.1.1 Owner Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the review of the land use assumptions.
 - 2.1.2 Comprehensive Master Plans – The City shall identify and provide the City’s most recent comprehensive master plans.
 - 2.1.3 Building Permit History – The City shall provide Kimley-Horn with available building permit history (both residential and non-residential) for the previous ten (10) years.
 - 2.1.4 Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
 - 2.1.5 Maps – The City shall provide Kimley-Horn with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, South Central Texas Zone coordinates. Data should include:
 - 2.1.6 Current Zoning Map;
 - 2.1.7 Future Land Use Plan Map;
 - 2.1.8 City / County Parcel Data with living area information (require coordinate with Bell County);
 - 2.1.9 City Limits and ETJ Map; and
 - 2.1.10 Most recent digital orthophotograph (DOQ) of the City.
- 2.2. Land Use Assumptions. This task will require that Kimley-Horn develop the following for use in the Impact Fee calculations. The sources of the data may come from the recently completed master plans or growth scenarios. Below is a summary the information that will Kimley-Horn will produce.
 - 2.2.1 Existing population and employment information by service area for the Year 2014;
 - 2.2.2 Build-Out population and employment projections by service area;
 - 2.2.3 Ten Year population and employment projections by service area for the Year 2024;
 - 2.2.4 All population information shall be reported by number of persons and number of dwelling units; while all employment data shall be classified as number of square feet of floor area for Basic, Service, and Retail employment;
 - 2.2.5 Map identifying where the growth is projected; and
 - 2.2.6 Summary report to include with the Impact Fee Study showing a general overview of methodology and results.
- 2.3. Documentation. Kimley-Horn will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions:
- 2.4. Meetings. The land use assumptions will be discussed during a bi-weekly coordination meeting.

2.5. Deliverables.

- 2.5.1 Data collection request letter
- 2.5.2 No specific deliverables for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study Report.

Task 3. Water Impact Fee Study

Kimley-Horn will prepare the water impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 3.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
 - 3.1.1 Water Master Plan – Kimley-Horn will coordinate with the City to obtain the latest water system master plan adopted by the City.
 - 3.1.2 Water CNN boundaries
 - 3.1.3 Kimley-Horn will obtain water usage history - Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection

- 3.2. Infrastructure Capacity Criteria. Kimley-Horn will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 3.2.1 Future Transmission Lines (12-inch and larger)
 - 3.2.2 Existing and Future Elevated Storage Tanks
 - 3.2.3 Existing and Future Ground Storage Tanks
 - 3.2.4 Existing and Future Pump Stations
 - 3.2.5 Existing and Future Water Treatment Plant Facilities

A criterion will not be developed for existing City transmission lines. If the City does not have criteria for elevated storage tanks, ground storage tanks and pump stations sizing the ENGINEER will utilize the Texas Commission on Environmental Quality (TCEQ) criteria.

- 3.3. Water Impact Fee Capital Improvements Plan. Kimley-Horn will coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 3.3.1 Future Transmission Lines (12-inch and larger)
 - 3.3.2 Existing and Future Elevated Storage Tanks
 - 3.3.3 Existing and Future Ground Storage Tanks
 - 3.3.4 Existing and Future Pump Stations
 - 3.3.5 Existing and Future Water Treatment Plant Facilities

It will not include existing City transmission lines.

- 3.4. Maximum Assessable Water Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. Kimley-Horn will use a 50% credit as outlined Chapter 395 to determine the maximum assessable impact fee by service unit.
- 3.5. Water Impact Fee Study Report. Kimley-Horn will provide both a draft and final Water Impact Fee Study Report. The report will include:
 - 3.5.1 Water service area
 - 3.5.2 Narrative of the impact fee methodology

- 3.5.3 Impact fee calculations
- 3.5.4 Water Impact Fee CIP
- 3.5.5 Exhibits
- 3.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Water Impact Fee Study Report will be submitted in .pdf format.

3.6. Meetings. The Water Impact Fee CIP will be discussed during a bi-weekly coordination meeting.

3.7. Deliverables.

- 3.7.1 Data collection request letter
- 3.7.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
- 3.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Water Impact Fee component of the Report (see Task 7.2)

Task 4 – Wastewater Impact Fee Study

Kimley-Horn will prepare the wastewater impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 4.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
 - 4.1.1 Wastewater Master Plan – Kimley-Horn will coordinate with the City to obtain the latest wastewater system master plan adopted by the City.
 - 4.1.2 Wastewater CNN boundaries
 - 4.1.3 Kimley-Horn will obtain wastewater usage history - Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 4.2. Infrastructure Capacity Criteria. Kimley-Horn will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 4.2.1 Future Trunk Lines (8-inch and larger)
 - 4.2.2 Existing and Future Lift Stations
 - 4.2.3 Existing and Future Force Mains
 - 4.2.4 Existing and Future Wastewater Treatment Plant Facilities

A criterion will not be developed for existing City transmission lines.

- 4.3. Wastewater Impact Fee Capital Improvements Plan. Kimley-Horn will coordinate with the City to develop the Wastewater Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 4.3.1 Future Trunk Lines (8-inch and larger)
 - 4.3.2 Existing and Future Lift Stations
 - 4.3.3 Existing and Future Force Mains
 - 4.3.4 Existing and Future Wastewater Treatment Plant Facilities

It will not include existing City trunk lines.

- 4.4. Maximum Assessable Wastewater Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by

meter size. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit to determine the maximum assessable impact fee by service unit.

- 4.5. Wastewater Impact Fee Study Report. Kimley-Horn will provide both a draft and final Wastewater Impact Fee Study Report. The report will include:
 - 4.5.1 Wastewater service area
 - 4.5.2 Narrative of the impact fee study methodology
 - 4.5.3 Impact fee calculations
 - 4.5.4 Wastewater Impact Fee CIP
 - 4.5.5 Exhibits
 - 4.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Wastewater Impact Fee Study Report will be submitted in .pdf format.
- 4.6. Meetings. The Wastewater Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 4.7. Deliverables.
 - 4.7.1 Data collection request letter
 - 4.7.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Study Report.
 - 4.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Wastewater Impact Fee component of the Report (see Task 7.2)

Task 5 – Roadway Impact Fee Study

Kimley-Horn will prepare the roadway impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 5.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing roadway data that should be provided to Kimley-Horn. The data collection is as follows:
 - 5.1.1 Thoroughfare Plan – The City shall provide Kimley-Horn the most recent thoroughfare plan adopted by the City. GIS shapefiles, databases, and layering information shall be provided if available.
 - 5.1.2 Traffic Counts – The City shall provide data (current and historical) for roadway segments on the current Master Thoroughfare Plan. This task includes data collection for 30 24-hour recording machine count locations.
 - 5.1.3 Design Standards
 - 5.1.4 Historic Roadway Bid Data
- 5.2. 10-Year Growth Projections and Capacity Analysis:
 - 5.2.1 In consultation with the City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
 - 5.2.2 Kimley-Horn will identify the service units for new development and the average trip length. Using the 9th Edition of the Institute of Transportation Engineer’s (ITE) Trip Generation Manual, Kimley-Horn will develop trip generation and pass-by trip rates.
 - 5.2.3 Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies

- 5.2.4 Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth
- 5.3. 10-Year Growth Projections and Capacity Analysis:
- 5.3.1 Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with Roadway construction costs. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County or State projects.
- 5.3.2 Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- 5.4. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit determine the maximum assessable impact fee per service unit:
- 5.5. Roadway Impact Fee Study Report. Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:
- 5.5.1 Roadway service areas
- 5.5.2 Narrative of the impact fee study methodology
- 5.5.3 Impact fee calculations
- 5.5.4 Roadway Impact Fee CIP
- 5.5.5 Exhibits
- 5.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Roadway Impact Fee Report will be submitted in .pdf format.
- 5.6. Meetings. The Roadway Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 5.7. Deliverables.
- 5.7.1 Data collection request letter
- 5.7.2 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report.
- 5.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Roadway Impact Fee component of the Report (see Task 7.2)

Task 6 – Transportation Utility Feasibility

- 6.1. Development of Framework and Schedule. Kimley-Horn's Subconsultant will develop a framework and methodology for determining the historical direct and indirect cost of the Transportation Division. The framework will focus on determining the direct and indirect cost the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals.
- 6.2. Determine Historical Direct and Indirect Costs. Utilizing the methodology developed in Task 6.1, Kimley-Horn's Subconsultant will conduct a review and analysis of the historical indirect and direct costs for the Transportation Division. The historical review and analysis will cover a timeframe of up to three fiscal years. The three-year timeframe of the historical review and analysis will be limited by any organizational and/or budgetary changes that materially differ from City's current organizational structure and/or budgetary practices.

Kimley-Horn's Subconsultant will determine the historical direct and indirect cost of providing transportation maintenance, roadway capacity improvements, and traffic signals, which will include, but may not be limited to, the review and analysis of:

- the prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of contracted architectural, engineering, legal, and related services, plans and specifications, studies, surveys, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of the transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals; and
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals.

Kimley-Horn's Subconsultant will interview appropriate City staff who are knowledgeable of the historical and current operations and practices of performing the services associated with transportation maintenance, roadway capacity improvements, and traffic signals. Kimley-Horn's Subconsultant will conduct up to three (3) on-site interviews with City staff.

- 6.3. Determine Budgeted Direct and Indirect Cost. Kimley-Horn will determine the budgeted indirect and direct cost that the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals during the fiscal year of 2013 – 2014.
- 6.4. Program Project Cost Projections. Using the information compiled in Tasks 6.1, 6.2 and 6.3, Kimley-Horn will determine a transportation utility program project list. This list is not anticipated to directly identify specific projects, but quantity and types of projects to be constructed utilizing the dollars from the transportation utility.
- 6.5. Develop Methodology to Calculate the Transportation Utility Rate. Kimley-Horn will develop a method to proportionally distribute the total program project cost (Task 6.3) among those who receive a water bill within the City. The City will provide Kimley-Horn the land uses to be utilized in the methodology. Kimley-Horn will provide the total number of residential units within the City limits. The City/Appraisal

District will provide the non-residential land uses broken out by type of land use and total square footage. Kimley-Horn will rely upon this information in the methodology development

- 6.6. Determine the total vehicle-miles of demand generated within the City. PM peak hour trip generation estimates and pass-by trip reductions will be based upon the rates found in the ITE Trip Generation Manual and ITE Trip Generation Handbook. Trip lengths used in this calculation will be developed based upon the available regional travel studies conducted by the local MPO. Kimley-Horn will determine the percent of vehicle-mile demand each provided land uses within the City

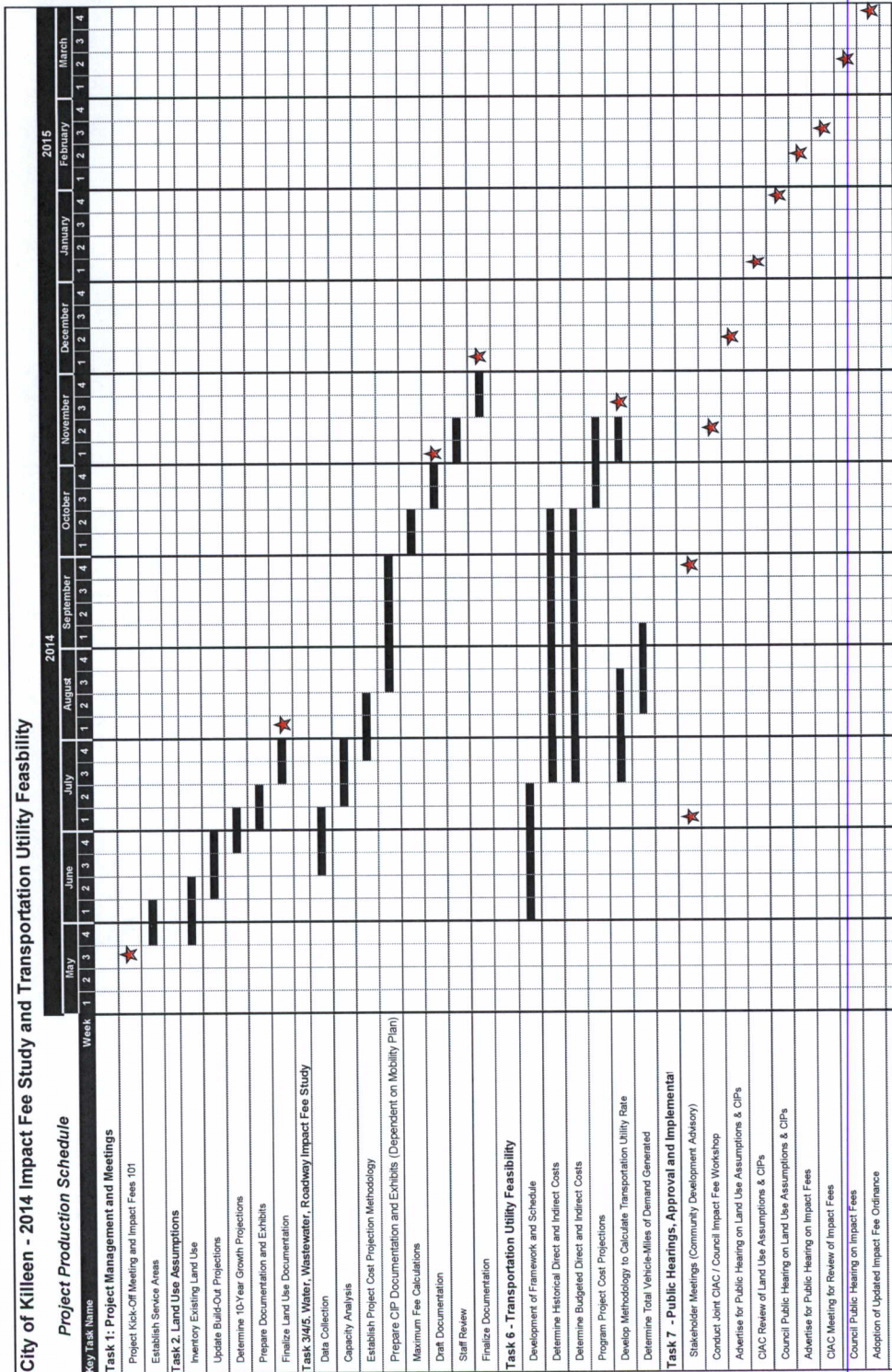
Task 7 – Public Hearings, Approval and Implementation Tools

- 7.1. Public Hearings and Approval. It is anticipated that a representative from Kimley-Horn will prepare for and attend up to eight (8) meetings during the public hearing and approval process. These anticipated meetings are as follows:
 - 7.1.1 Up to two (2) stakeholder, Capital Improvements Advisory Committee (CIAC), City Council, or other committee meetings;
 - 7.1.2 One (1) CIAC/Council workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;
 - 7.1.3 Two (2) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Roadway Impact Fees;
 - 7.1.4 Two (2) City Council public hearings to present the Roadway Impact Fee, including the Land Use Assumptions, Roadway Impact Fee CIP and Maximum Assessable Impact Roadway Fees; and
 - 7.1.5 One (1) City Council meeting where it adopts the ordinance and establishes the actual Roadway Impact Fees.
- 7.2. Implementation Tasks.
 - 7.2.1 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) copies of the Final Impact Fee Study Report, including Land Use Assumptions, Water, Wastewater, Roadway, and Financial Analysis components the Impact Fee Study, along with an electronic (.pdf) copy of the Final Impact Fee Study Report.
 - 7.2.2 At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Water, Wastewater, and Roadway Impact Fee Report to be included in the ordinance.
 - 7.2.3 Kimley-Horn will create a Water, Wastewater, and Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's impact fees based on the impact fee rates.

Project Meetings: Project Meetings are identified in Task 1 and Task 7.

Additional Services if required: Any services required by the Client in addition to the scope of services listed above, will be considered additional services and will only be performed when authorized by the Client. This may include, but are not limited to the following: Preparation for and attendance at additional public meetings not specifically identified in the Scope of Services. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified in the Scope of Services. Reanalysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by changing governmental laws.

Schedule: The Consultant will endeavor to meet the Client's needs on this project. Upon receipt of a signed copy of this agreement and authorization by the Client to perform the above tasks, the Consultant and the Client will agree upon a mutually acceptable schedule. Below is an estimate of the project schedule.



Deliverables: See task descriptions above.

Method of compensation: Consultant will provide the following services on a lump sum basis:

| | |
|--|------------|
| Task 1: Project Management and Meetings | \$ 22,585 |
| Task 2: Land Use Assumptions | \$ 14,470 |
| Task 3: Water Impact Fee Study | \$ 32,015 |
| Task 4: Wastewater Impact Fee Study | \$ 32,015 |
| Task 5: Roadway Impact Fee Study | \$ 47,001 |
| Task 6: Transportation Utility Feasibility | \$ 55,510 |
| Task 7: Public Hearings , Approval, and Implementation Tools | \$ 29,975 |
| | \$ 233,571 |

| TASK DESCRIPTION | KIMLEY-HORN | | | | | | | Subtotal Hours | Cost of Labor | Expenses | Total Cost / Notes |
|---|----------------------------------|------------------------|----------------------------------|---------|----------|-----------------|----------|----------------|---------------|-----------|---|
| | Project Manager Jeff Whitacre | Principal P.E. (QC) | Senior P.E. John Atkins | P. E. | Analyst | Acct'g Admin | Clerical | | | | |
| Task 1: Project Management and Meetings | | | | | | | | | | | |
| 1.1. Project Kick-Off Meeting and Impact Fee 101 | 9 | 4 | 9 | | | 1 | 1 | 24 | | \$ 200 | Travel (\$164) and Meals (\$18 X 2) Travel (\$164*6) and Meals (\$18 X 12) |
| 1.2. Project Team Status Meetings and Coordination | 42 | | 42 | | | | | 85 | | \$ 1,200 | |
| 1.3. Project Status Reports | | | | | 9 | | | 10 | | | |
| 1.4. Service Areas | 8 | | | | 4 | | | 13 | | | |
| Subtotal = | 59 | 4 | 51 | 0 | 13 | 1 | 4 | 132 | \$ 21,185 | \$ 1,400 | \$ 22,585 |
| Task 2: Land Use Assumptions | | | | | | | | | | | |
| 2.1. Data Collection | | | | | 4 | 1 | 1 | 6 | | | |
| 2.2. Land Use Assumptions | 24 | 4 | | | 80 | | 1 | 109 | | | |
| 2.3. Documentation | 4 | 1 | | | 9 | | 1 | 15 | | | |
| 2.4. Meetings (see Task 1) | | | | | | | | 0 | | | |
| 2.5. Deliverables (Data Request Memo) | | | | | | | | 0 | | | |
| Subtotal = | 28 | 5 | 0 | 0 | 93 | 1 | 3 | 15 | \$ 14,470 | \$ - | \$ 14,470 |
| Task 3: Water Impact Fee Study | | | | | | | | | | | |
| 3.1. Data Collection | | | 2 | | 4 | 1 | 1 | 8 | | | |
| 3.2. Infrastructure Capacity Criteria | | 1 | 27 | | | | 1 | 29 | | | |
| 3.3. Water Impact Fee Capital Improvement Plan | | 1 | 27 | 9 | 60 | | 1 | 98 | | | |
| 3.4. Maximum Assessable Water Impact Fee Calculation | | 2 | 18 | | 4 | | 1 | 25 | | | |
| 3.5. Water Impact Fee Update Report | | 4 | 18 | | 40 | | 1 | 63 | | | |
| 3.6. Meetings (See Task 1) | | | | | | | | 0 | | | |
| 3.7. Deliverables | | | 3 | | 5 | | 4 | 12 | | | |
| Subtotal = | 0 | 8 | 95 | 9 | 113 | 1 | 9 | 235 | \$ 32,015 | \$ - | \$ 32,015 |
| Task 4: Wastewater Impact Fee Study | | | | | | | | | | | |
| 4.1. Data Collection | | | 2 | | 4 | 1 | 1 | 8 | | | |
| 4.2. Infrastructure Capacity Criteria | | 1 | 27 | | | | 1 | 29 | | | |
| 4.3. Wastewater Impact Fee Capital Improvement Plan | | 1 | 27 | 9 | 60 | | 1 | 98 | | | |
| 4.4. Maximum Assessable Wastewater Impact Fee Calculation | | 2 | 18 | | 4 | | 1 | 25 | | | |
| 4.5. Wastewater Impact Fee Update Report | | 4 | 18 | | 40 | | 1 | 63 | | | |
| 4.6. Meetings (See Task 1) | | | | | | | | 0 | | | |
| 4.7. Deliverables | | | 3 | | 5 | | 4 | 12 | | | |
| Subtotal = | 0 | 8 | 95 | 9 | 113 | 1 | 9 | 235 | \$ 32,015 | \$ - | \$ 32,015 |
| Task 5: Roadway Impact Fee Study | | | | | | | | | | | |
| 5.1. Data Collection (Includes 30 tube counts) | 3 | | | | 9 | 1 | 1 | 14 | | \$ 9,000 | Sub Consultant Travel (\$164), Lodging (\$100x2) and Meals (\$18 X 4; \$30 X 2) |
| 5.2. 10-Year Growth Projections and Capacity Analysis | 14 | 1 | | | 30 | | 1 | 46 | | | |
| 5.3. Roadway Impact Fee Capital Improvements Plan | 40 | 4 | | 9 | 120 | | 1 | 174 | | \$ 496 | |
| 5.4. Maximum Assessable Roadway Impact Fee Calculation | 18 | 1 | | | | | 1 | 20 | | | |
| 5.5. Roadway Report | 18 | 4 | | | 40 | | 1 | 63 | | | |
| 5.6. Meetings (see Task 1) | | | | | | | | 1 | | | |
| 5.7. Deliverables | | | | | 5 | | 4 | 9 | | | |
| Subtotal = | 93 | 10 | 0 | 9 | 204 | 1 | 10 | 327 | \$ 37,505 | \$ 9,496 | |
| Task 6: Transportation Utility Feasibility | | | | | | | | | | | |
| 6.1. Development of Framework and Schedule | 1 | | | | | | | 2 | | \$ 10,000 | Sub Consultant Sub Consultant Sub Consultant |
| 6.2. Determine Historical Direct and Indirect Cost | 1 | | | | | | | 1 | | \$ 15,000 | |
| 6.3. Determine Budgeted Direct and Indirect Cost | 1 | | | | | | | 1 | | \$ 15,000 | |
| 6.4. Program Project Cost Projections | 35 | | | | | | | 36 | | | |
| 6.5. Develop Methodology to Calculate the Rate | 60 | | | | | | | 62 | | | |
| Subtotal = | 98 | 0 | 0 | 0 | 1 | 3 | 0 | 102 | \$ 15,510 | \$ 40,000 | |
| Task 7: Public Hearings , Approval, and Implementation Tools | | | | | | | | | | | |
| 7.1. Public Hearings and Approvals | 48 | | 48 | | 20 | 1 | 1 | 118 | | \$ 3,072 | Travel (\$164 X 8), Lodging (\$100 X 4 X 2) and Meals (\$60 X 8 X 2) Reports (\$45.5 X 5) |
| 7.2. Implementation Tasks | 40 | | | | 20 | | | 60 | | \$ 228 | |
| | | | | | | | | 0 | | | |
| | | | | | | | | 0 | | | |
| Subtotal = | 88 | 0 | 48 | 0 | 40 | 1 | 1 | 280 | \$ 26,675 | \$ 3,300 | \$ 29,975 |
| | | | | | | | | 0 | | | |
| Grand Total Hours = | 366 | 35 | 289 | 27 | 577 | 9 | 36 | 1326 | | | |
| Hourly Rates = | \$155 | \$220 | \$190 | \$115 | \$95 | \$75 | \$40 | | | | |
| Subtotal Labor Fee = | \$56,730 | \$7,700 | \$54,910 | \$3,105 | \$54,815 | \$675 | \$1,440 | | \$179,375 | \$54,196 | \$ 233,571.00 |
| Total KHA Labor Fee = | \$179,375 | | | | | | | | | | |
| Total Subconsultant = | \$49,000 | | | | | | | | | | |
| Total Expenses = | \$5,196 | | | | | | | | | | |
| Subtotal KHA Costs = | \$233,571 | | | | | | | | | | |
| GRAND TOTAL COST ESTIMATE = | \$ | | | | | | | | \$ | | \$ 233,571 |

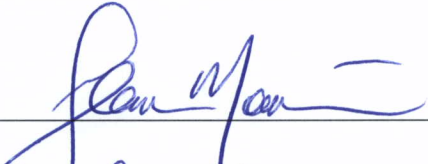
Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Special terms of compensation: None

Other special terms of Individual Project Order: None

ACCEPTED:
THE CITY OF KILLEEN, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  HC

BY: 

TITLE: City Manager

TITLE: Contract Specialist

DATE: 5/14/14

DATE: April 22, 2014

INDIVIDUAL PROJECT ORDER NUMBER #2014-1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and THE CITY OF KILLEEN, TEXAS (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 22, 2014, which is incorporated herein by reference.

Identification of Project: 2014 Impact Fee Study and Transportation Utility Feasibility

General category of Services: Civil Engineering

Specific scope of basic Services:

This project consists of providing professional services associated with the development of the City's Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with Chapter 395 of the Texas Local Government Code. In addition, this project will determine a transportation utility rate feasibility. A transportation utility is a fee collected by a political subdivision in order to fund necessary transportation operations, maintenance, and capital improvement projects that are commensurate with the impacts from existing development. The purpose of this study is to perform the technical analysis to determine the Transportation Utility Rate that may be justified to be assessed to existing development in the City. It is anticipated that the rate will be calculated based on land use.

This project is anticipated to include the following components:

1. Project Management and Meetings
2. Land Use Assumptions
3. Water Impact Fee Study
4. Wastewater Impact Fee Study
5. Roadway Impact Fee Study
6. Transportation Utility Feasibility
7. Public Hearings, Approval and Implementation Tools

Task 1. Project Management and Meetings

Kimley-Horn will keep regular communication throughout the project through bi-weekly status meetings and status reports. These meetings will also be the meetings associated needed to accomplish the various tasks outlined in this scope.

- 1.1. Project Kick-Off Meeting and Impact Fees 101. Kimley-Horn will meet with the City for a formal kick-off meeting for the Impact Fee Study and Transportation User Fee Study. During this meeting, the scope and City contacts will be determined for each task. Kimley-Horn will present an Impact Fee 101 to City's staff during this meeting.
- 1.2. Project Team Status Meetings and Coordination. Kimley-Horn will participate in bi-weekly (once every other week) meetings with City's staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two hours will be anticipated for each meeting. These may be either in-person meetings or conference calls. It is assumed that a maximum of six meetings will be in person. These in-person meetings will be geared to cover major technical topics. Kimley-Horn will prepare notes from each meeting and submit to the City's Project Manager for review and approval. A maximum of twelve meetings will be held. It is anticipated that the work will be completed within six (6) months.

- 1.3. Project Status Reports. Kimley-Horn will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination in conjunction with each monthly invoice.
- 1.4. Service Areas. Kimley-Horn will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by law. Kimley-Horn anticipates approximately three (3) or four (4) service areas will be required for roadway impact fees. Kimley-Horn will meet with the City to develop the water and wastewater impact fee service area boundaries within the existing City limits. Kimley-Horn anticipates one service area will be required for water and wastewater impact fees.

Task 2. Land Use Assumptions

Kimley-Horn will assist the City in developing the land use assumptions in conformance with Chapter 395 of the Local Government Code and shall include.

- 2.1. Data Collection. Kimley-Horn will coordinate with the City to obtain the following data:
 - 2.1.1 Owner Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the review of the land use assumptions.
 - 2.1.2 Comprehensive Master Plans – The City shall identify and provide the City’s most recent comprehensive master plans.
 - 2.1.3 Building Permit History – The City shall provide Kimley-Horn with available building permit history (both residential and non-residential) for the previous ten (10) years.
 - 2.1.4 Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
 - 2.1.5 Maps – The City shall provide Kimley-Horn with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, South Central Texas Zone coordinates. Data should include:
 - 2.1.6 Current Zoning Map;
 - 2.1.7 Future Land Use Plan Map;
 - 2.1.8 City / County Parcel Data with living area information (require coordinate with Bell County);
 - 2.1.9 City Limits and ETJ Map; and
 - 2.1.10 Most recent digital orthophotograph (DOQ) of the City.
- 2.2. Land Use Assumptions. This task will require that Kimley-Horn develop the following for use in the Impact Fee calculations. The sources of the data may come from the recently completed master plans or growth scenarios. Below is a summary the information that will Kimley-Horn will produce.
 - 2.2.1 Existing population and employment information by service area for the Year 2014;
 - 2.2.2 Build-Out population and employment projections by service area;
 - 2.2.3 Ten Year population and employment projections by service area for the Year 2024;
 - 2.2.4 All population information shall be reported by number of persons and number of dwelling units; while all employment data shall be classified as number of square feet of floor area for Basic, Service, and Retail employment;
 - 2.2.5 Map identifying where the growth is projected; and
 - 2.2.6 Summary report to include with the Impact Fee Study showing a general overview of methodology and results.
- 2.3. Documentation. Kimley-Horn will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions:
- 2.4. Meetings. The land use assumptions will be discussed during a bi-weekly coordination meeting.

2.5. Deliverables.

- 2.5.1 Data collection request letter
- 2.5.2 No specific deliverables for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study Report.

Task 3. Water Impact Fee Study

Kimley-Horn will prepare the water impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 3.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
 - 3.1.1 Water Master Plan – Kimley-Horn will coordinate with the City to obtain the latest water system master plan adopted by the City.
 - 3.1.2 Water CNN boundaries
 - 3.1.3 Kimley-Horn will obtain water usage history - Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 3.2. Infrastructure Capacity Criteria. Kimley-Horn will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 3.2.1 Future Transmission Lines (12-inch and larger)
 - 3.2.2 Existing and Future Elevated Storage Tanks
 - 3.2.3 Existing and Future Ground Storage Tanks
 - 3.2.4 Existing and Future Pump Stations
 - 3.2.5 Existing and Future Water Treatment Plant Facilities

A criterion will not be developed for existing City transmission lines. If the City does not have criteria for elevated storage tanks, ground storage tanks and pump stations sizing the ENGINEER will utilize the Texas Commission on Environmental Quality (TCEQ) criteria.

- 3.3. Water Impact Fee Capital Improvements Plan. Kimley-Horn will coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 3.3.1 Future Transmission Lines (12-inch and larger)
 - 3.3.2 Existing and Future Elevated Storage Tanks
 - 3.3.3 Existing and Future Ground Storage Tanks
 - 3.3.4 Existing and Future Pump Stations
 - 3.3.5 Existing and Future Water Treatment Plant Facilities

It will not include existing City transmission lines.

- 3.4. Maximum Assessable Water Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. Kimley-Horn will use a 50% credit as outlined Chapter 395 to determine the maximum assessable impact fee by service unit.
- 3.5. Water Impact Fee Study Report. Kimley-Horn will provide both a draft and final Water Impact Fee Study Report. The report will include:
 - 3.5.1 Water service area
 - 3.5.2 Narrative of the impact fee methodology

- 3.5.3 Impact fee calculations
- 3.5.4 Water Impact Fee CIP
- 3.5.5 Exhibits
- 3.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Water Impact Fee Study Report will be submitted in .pdf format.

3.6. Meetings. The Water Impact Fee CIP will be discussed during a bi-weekly coordination meeting.

3.7. Deliverables.

- 3.7.1 Data collection request letter
- 3.7.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
- 3.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Water Impact Fee component of the Report (see Task 7.2)

Task 4 – Wastewater Impact Fee Study

Kimley-Horn will prepare the wastewater impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 4.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
 - 4.1.1 Wastewater Master Plan – Kimley-Horn will coordinate with the City to obtain the latest wastewater system master plan adopted by the City.
 - 4.1.2 Wastewater CNN boundaries
 - 4.1.3 Kimley-Horn will obtain wastewater usage history - Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 4.2. Infrastructure Capacity Criteria. Kimley-Horn will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 4.2.1 Future Trunk Lines (8-inch and larger)
 - 4.2.2 Existing and Future Lift Stations
 - 4.2.3 Existing and Future Force Mains
 - 4.2.4 Existing and Future Wastewater Treatment Plant Facilities

A criterion will not be developed for existing City transmission lines.

- 4.3. Wastewater Impact Fee Capital Improvements Plan. Kimley-Horn will coordinate with the City to develop the Wastewater Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 4.3.1 Future Trunk Lines (8-inch and larger)
 - 4.3.2 Existing and Future Lift Stations
 - 4.3.3 Existing and Future Force Mains
 - 4.3.4 Existing and Future Wastewater Treatment Plant Facilities

It will not include existing City trunk lines.

- 4.4. Maximum Assessable Wastewater Impact Fee Calculation. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by

meter size. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit to determine the maximum assessable impact fee by service unit.

- 4.5. Wastewater Impact Fee Study Report. Kimley-Horn will provide both a draft and final Wastewater Impact Fee Study Report. The report will include:
 - 4.5.1 Wastewater service area
 - 4.5.2 Narrative of the impact fee study methodology
 - 4.5.3 Impact fee calculations
 - 4.5.4 Wastewater Impact Fee CIP
 - 4.5.5 Exhibits
 - 4.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Wastewater Impact Fee Study Report will be submitted in .pdf format.
- 4.6. Meetings. The Wastewater Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 4.7. Deliverables.
 - 4.7.1 Data collection request letter
 - 4.7.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Study Report.
 - 4.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Wastewater Impact Fee component of the Report (see Task 7.2)

Task 5 – Roadway Impact Fee Study

Kimley-Horn will prepare the roadway impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 5.1. Data Collection. Kimley-Horn will deliver a letter request to the City describing roadway data that should be provided to Kimley-Horn. The data collection is as follows:
 - 5.1.1 Thoroughfare Plan – The City shall provide Kimley-Horn the most recent thoroughfare plan adopted by the City. GIS shapefiles, databases, and layering information shall be provided if available.
 - 5.1.2 Traffic Counts – The City shall provide data (current and historical) for roadway segments on the current Master Thoroughfare Plan. This task includes data collection for 30 24-hour recording machine count locations.
 - 5.1.3 Design Standards
 - 5.1.4 Historic Roadway Bid Data
- 5.2. 10-Year Growth Projections and Capacity Analysis:
 - 5.2.1 In consultation with the City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
 - 5.2.2 Kimley-Horn will identify the service units for new development and the average trip length. Using the 9th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, Kimley-Horn will develop trip generation and pass-by trip rates.
 - 5.2.3 Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies

- 5.2.4 Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth
- 5.3. 10-Year Growth Projections and Capacity Analysis:
 - 5.3.1 Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with Roadway construction costs. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County or State projects.
 - 5.3.2 Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- 5.4. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit determine the maximum assessable impact fee per service unit:
- 5.5. Roadway Impact Fee Study Report. Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:
 - 5.5.1 Roadway service areas
 - 5.5.2 Narrative of the impact fee study methodology
 - 5.5.3 Impact fee calculations
 - 5.5.4 Roadway Impact Fee CIP
 - 5.5.5 Exhibits
 - 5.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Roadway Impact Fee Report will be submitted in .pdf format.
- 5.6. Meetings. The Roadway Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 5.7. Deliverables.
 - 5.7.1 Data collection request letter
 - 5.7.2 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report.
 - 5.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Roadway Impact Fee component of the Report (see Task 7.2)

Task 6 – Transportation Utility Feasibility

- 6.1. Development of Framework and Schedule. Kimley-Horn's Subconsultant will develop a framework and methodology for determining the historical direct and indirect cost of the Transportation Division. The framework will focus on determining the direct and indirect cost the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals.
- 6.2. Determine Historical Direct and Indirect Costs. Utilizing the methodology developed in Task 6.1, Kimley-Horn's Subconsultant will conduct a review and analysis of the historical indirect and direct costs for the Transportation Division. The historical review and analysis will cover a timeframe of up to three fiscal years. The three-year timeframe of the historical review and analysis will be limited by any organizational and/or budgetary changes that materially differ from City's current organizational structure and/or budgetary practices.

Kimley-Horn's Subconsultant will determine the historical direct and indirect cost of providing transportation maintenance, roadway capacity improvements, and traffic signals, which will include, but may not be limited to, the review and analysis of:

- the prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of contracted architectural, engineering, legal, and related services, plans and specifications, studies, surveys, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of the transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals; and
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals.

Kimley-Horn's Subconsultant will interview appropriate City staff who are knowledgeable of the historical and current operations and practices of performing the services associated with transportation maintenance, roadway capacity improvements, and traffic signals. Kimley-Horn's Subconsultant will conduct up to three (3) on-site interviews with City staff.

- 6.3. Determine Budgeted Direct and Indirect Cost. Kimley-Horn will determine the budgeted indirect and direct cost that the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals during the fiscal year of 2013 – 2014.
- 6.4. Program Project Cost Projections. Using the information compiled in Tasks 6.1, 6.2 and 6.3, Kimley-Horn will determine a transportation utility program project list. This list is not anticipated to directly identify specific projects, but quantity and types of projects to be constructed utilizing the dollars from the transportation utility.
- 6.5. Develop Methodology to Calculate the Transportation Utility Rate. Kimley-Horn will develop a method to proportionally distribute the total program project cost (Task 6.3) among those who receive a water bill within the City. The City will provide Kimley-Horn the land uses to be utilized in the methodology. Kimley-Horn will provide the total number of residential units within the City limits. The City/Appraisal

District will provide the non-residential land uses broken out by type of land use and total square footage. Kimley-Horn will rely upon this information in the methodology development

- 6.6. Determine the total vehicle-miles of demand generated within the City. PM peak hour trip generation estimates and pass-by trip reductions will be based upon the rates found in the ITE Trip Generation Manual and ITE Trip Generation Handbook. Trip lengths used in this calculation will be developed based upon the available regional travel studies conducted by the local MPO. Kimley-Horn will determine the percent of vehicle-mile demand each provided land uses within the City

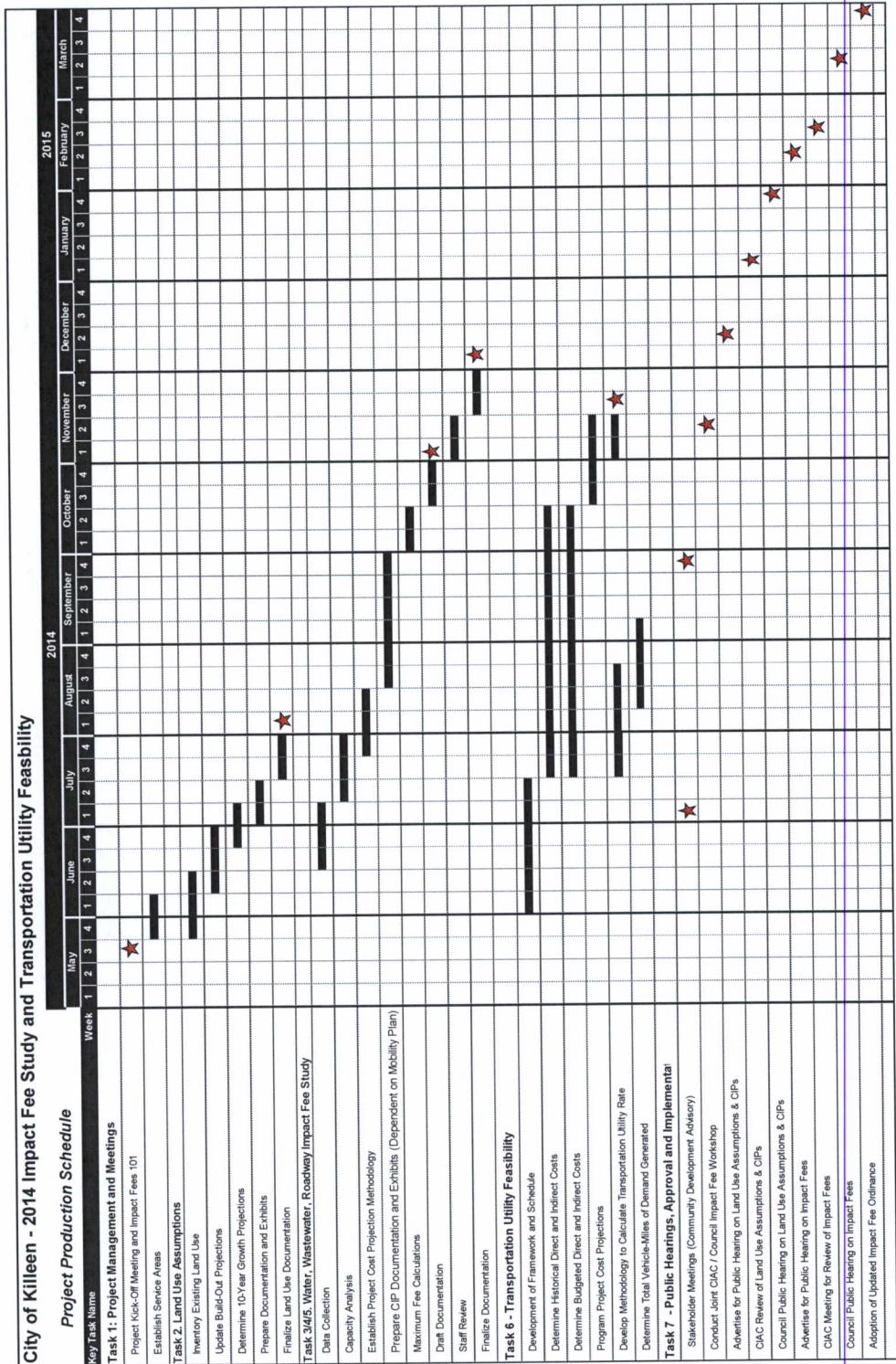
Task 7 – Public Hearings, Approval and Implementation Tools

- 7.1. Public Hearings and Approval. It is anticipated that a representative from Kimley-Horn will prepare for and attend up to eight (8) meetings during the public hearing and approval process. These anticipated meetings are as follows:
 - 7.1.1 Up to two (2) stakeholder, Capital Improvements Advisory Committee (CIAC), City Council, or other committee meetings;
 - 7.1.2 One (1) CIAC/Council workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;
 - 7.1.3 Two (2) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Roadway Impact Fees;
 - 7.1.4 Two (2) City Council public hearings to present the Roadway Impact Fee, including the Land Use Assumptions, Roadway Impact Fee CIP and Maximum Assessable Impact Roadway Fees; and
 - 7.1.5 One (1) City Council meeting where it adopts the ordinance and establishes the actual Roadway Impact Fees.
- 7.2. Implementation Tasks.
 - 7.2.1 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) copies of the Final Impact Fee Study Report, including Land Use Assumptions, Water, Wastewater, Roadway, and Financial Analysis components the Impact Fee Study, along with an electronic (.pdf) copy of the Final Impact Fee Study Report.
 - 7.2.2 At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Water, Wastewater, and Roadway Impact Fee Report to be included in the ordinance.
 - 7.2.3 Kimley-Horn will create a Water, Wastewater, and Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's impact fees based on the impact fee rates.

Project Meetings: Project Meetings are identified in Task 1 and Task 7.

Additional Services if required: Any services required by the Client in addition to the scope of services listed above, will be considered additional services and will only be performed when authorized by the Client. This may include, but are not limited to the following: Preparation for and attendance at additional public meetings not specifically identified in the Scope of Services. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified in the Scope of Services. Reanalysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by changing governmental laws.

Schedule: The Consultant will endeavor to meet the Client’s needs on this project. Upon receipt of a signed copy of this agreement and authorization by the Client to perform the above tasks, the Consultant and the Client will agree upon a mutually acceptable schedule. Below is an estimate of the project schedule.



Deliverables: See task descriptions above.

Method of compensation: Consultant will provide the following services on a lump sum basis:

| | |
|--|------------|
| Task 1: Project Management and Meetings | \$ 22,585 |
| Task 2: Land Use Assumptions | \$ 14,470 |
| Task 3: Water Impact Fee Study | \$ 32,015 |
| Task 4: Wastewater Impact Fee Study | \$ 32,015 |
| Task 5: Roadway Impact Fee Study | \$ 47,001 |
| Task 6: Transportation Utility Feasibility | \$ 55,510 |
| Task 7: Public Hearings , Approval, and Implementation Tools | \$ 29,975 |
| | \$ 233,571 |

| TASK DESCRIPTION | KIMLEY-HORN | | | | | | | Subtotal Hours | Cost of Labor | Expenses | Total Cost / Notes |
|---|----------------------------------|------------------------|----------------------------------|---------|----------|-----------------|----------|----------------|---------------|-----------|---|
| | Project Manager Jeff Whitacre | Principal P.E. (QC) | Senior P.E. John Atkins | P. E. | Analyst | Acct'g Admin | Clerical | | | | |
| Task 1: Project Management and Meetings | | | | | | | | | | | |
| 1.1. Project Kick-Off Meeting and Impact Fee 101 | 9 | 4 | 9 | | | 1 | 1 | 24 | | \$ 200 | Travel (\$164) and Meals (\$18 X 2) Travel (\$164*6) and Meals (\$18 X 12) |
| 1.2. Project Team Status Meetings and Coordination | 42 | | 42 | | | | | 85 | | \$ 1,200 | |
| 1.3. Project Status Reports | | | | | 9 | | | 10 | | | |
| 1.4. Service Areas | 8 | | | | 4 | | | 13 | | | |
| Subtotal = | 59 | 4 | 51 | 0 | 13 | 1 | 4 | 132 | \$ 21,185 | \$ 1,400 | \$ 22,585 |
| Task 2: Land Use Assumptions | | | | | | | | | | | |
| 2.1. Data Collection | | | | | 4 | 1 | 1 | 6 | | | |
| 2.2. Land Use Assumptions | 24 | 4 | | | 80 | | 1 | 109 | | | |
| 2.3. Documentation | 4 | 1 | | | 9 | | 1 | 15 | | | |
| 2.4. Meetings (see Task 1) | | | | | | | | 0 | | | |
| 2.5. Deliverables (Data Request Memo) | | | | | | | | 0 | | | |
| Subtotal = | 28 | 5 | 0 | 0 | 93 | 1 | 3 | 15 | \$ 14,470 | \$ - | \$ 14,470 |
| Task 3: Water Impact Fee Study | | | | | | | | | | | |
| 3.1. Data Collection | | | 2 | | 4 | 1 | 1 | 8 | | | |
| 3.2. Infrastructure Capacity Criteria | | 1 | 27 | | | | 1 | 29 | | | |
| 3.3. Water Impact Fee Capital Improvement Plan | | 1 | 27 | 9 | 60 | | 1 | 98 | | | |
| 3.4. Maximum Assessable Water Impact Fee Calculation | | 2 | 18 | | 4 | | 1 | 25 | | | |
| 3.5. Water Impact Fee Update Report | | 4 | 18 | | 40 | | 1 | 63 | | | |
| 3.6. Meetings (See Task 1) | | | | | | | | 0 | | | |
| 3.7. Deliverables | | | 3 | | 5 | | 4 | 12 | | | |
| Subtotal = | 0 | 8 | 95 | 9 | 113 | 1 | 9 | 235 | \$ 32,015 | \$ - | \$ 32,015 |
| Task 4: Wastewater Impact Fee Study | | | | | | | | | | | |
| 4.1. Data Collection | | | 2 | | 4 | 1 | 1 | 8 | | | |
| 4.2. Infrastructure Capacity Criteria | | 1 | 27 | | | | 1 | 29 | | | |
| 4.3. Wastewater Impact Fee Capital Improvement Plan | | 1 | 27 | 9 | 60 | | 1 | 98 | | | |
| 4.4. Maximum Assessable Wastewater Impact Fee Calculation | | 2 | 18 | | 4 | | 1 | 25 | | | |
| 4.5. Wastewater Impact Fee Update Report | | 4 | 18 | | 40 | | 1 | 63 | | | |
| 4.6. Meetings (See Task 1) | | | | | | | | 0 | | | |
| 4.7. Deliverables | | | 3 | | 5 | | 4 | 12 | | | |
| Subtotal = | 0 | 8 | 95 | 9 | 113 | 1 | 9 | 235 | \$ 32,015 | \$ - | \$ 32,015 |
| Task 5: Roadway Impact Fee Study | | | | | | | | | | | |
| 5.1. Data Collection (Includes 30 tube counts) | 3 | | | | 9 | 1 | 1 | 14 | | \$ 9,000 | Sub Consultant Travel (\$164), Lodging (\$100x2) and Meals (\$18 X 4; \$30 X 2) |
| 5.2. 10-Year Growth Projections and Capacity Analysis | 14 | 1 | | | 30 | | 1 | 46 | | | |
| 5.3. Roadway Impact Fee Capital Improvements Plan | 40 | 4 | | 9 | 120 | | 1 | 174 | | \$ 496 | |
| 5.4. Maximum Assessable Roadway Impact Fee Calculation | 18 | 1 | | | 40 | | 1 | 20 | | | |
| 5.5. Roadway Report | 18 | 4 | | | | | 1 | 63 | | | |
| 5.6. Meetings (see Task 1) | | | | | | | | 1 | | | |
| 5.7. Deliverables | | | | | 5 | | 4 | 9 | | | |
| Subtotal = | 93 | 10 | 0 | 9 | 204 | 1 | 10 | 327 | \$ 37,505 | \$ 9,496 | \$ 47,001 |
| Task 6: Transportation Utility Feasibility | | | | | | | | | | | |
| 6.1. Development of Framework and Schedule | 1 | | | | 1 | | | 2 | | \$ 10,000 | Sub Consultant Sub Consultant Sub Consultant |
| 6.2. Determine Historical Direct and Indirect Cost | 1 | | | | | | | 1 | | \$ 15,000 | |
| 6.3. Determine Budgeted Direct and Indirect Cost | 1 | | | | | | | 1 | | \$ 15,000 | |
| 6.4. Program Project Cost Projections | 35 | | | | | | | 36 | | | |
| 6.5 Develop Methodology to Calculate the Rate | 60 | | | | | | 2 | 62 | | | |
| Subtotal = | 98 | 0 | 0 | 0 | 1 | 3 | 0 | 102 | \$ 15,510 | \$ 40,000 | \$ 55,510 |
| Task 7: Public Hearings , Approval, and Implementation Tools | | | | | | | | | | | |
| 7.1. Public Hearings and Approvals | 48 | | 48 | | 20 | 1 | 1 | 118 | | \$ 3,072 | Travel (\$164 X 8), Lodging (\$100 X 4 X 2) and Meals (\$60 X 8 X 2) Reports (\$45.5 X 5) |
| 7.2. Implementation Tasks | 40 | | | | 20 | | | 60 | | \$ 228 | |
| | | | | | | | | 0 | | | |
| | | | | | | | | 0 | | | |
| Subtotal = | 88 | 0 | 48 | 0 | 40 | 1 | 1 | 280 | \$ 26,675 | \$ 3,300 | \$ 29,975 |
| | | | | | | | | 0 | | | |
| Grand Total Hours = | 366 | 35 | 289 | 27 | 577 | 9 | 36 | 1326 | | | |
| Hourly Rates = | \$155 | \$220 | \$190 | \$115 | \$95 | \$75 | \$40 | | | | |
| Subtotal Labor Fee = | \$56,730 | \$7,700 | \$54,910 | \$3,105 | \$54,815 | \$675 | \$1,440 | | \$179,375 | \$54,196 | \$ 233,571.00 |
| Total KHA Labor Fee = | \$179,375 | | | | | | | | | | |
| Total Subconsultant = | \$49,000 | | | | | | | | | | |
| Total Expenses = | \$5,196 | | | | | | | | | | |
| Subtotal KHA Costs = | \$233,571 | | | | | | | | | | |
| GRAND TOTAL COST ESTIMATE = | \$ | | | | | | | | \$ | | \$ 233,571 |

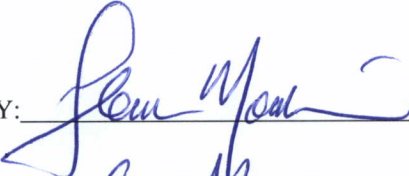
Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Special terms of compensation: None

Other special terms of Individual Project Order: None

ACCEPTED:
THE CITY OF KILLEEN, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____ HC

BY:  _____

TITLE: City Manager _____

TITLE: Contract Specialist _____

DATE: 5/14/14 _____

DATE: April 22, 2014

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 22nd day of April, 2014, by and between CITY OF KILLEEN, TEXAS ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC.

RECITALS

The Client and Kimley-Horn desire to set forth the general terms and conditions whereby Kimley-Horn, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Kimley-Horn or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 time cost.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all criteria and full information as to the Client's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the Client may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incidental to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on

the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would

cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant,

and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

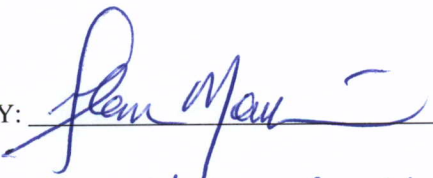
(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

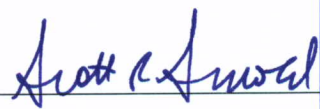
(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF KILLEEN, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  HC
ITS: Glen Moore, City Manager

BY: 
ITS: Scott R. Arnold, Contract Specialist

ATTEST: 

ATTEST: 