

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas ("COK"), the City of Harker Heights, Texas, a municipal corporation situated in Bell County, Texas ("COHH"), Killeen Independent School District ("KISD"), and Bell County, Texas ("County"), collectively referred to in this MOU as the "Parties."

RECITALS

WHEREAS, Chaparral Road (the "Road") is a roadway within the jurisdiction of the County, COK, and COHH and is approximately 6.64 miles along the centerline and 13.28 miles along the frontage extending from SH 195 to FM 3481. 8.07 miles of frontage are located within the County jurisdiction. 4.85 miles of frontage are located within the jurisdiction of the COK. 0.36 miles of frontage are located within the jurisdiction of the COHH; and

WHEREAS, KISD plans to develop approximately 67.504 acres of school sites along the Road; and

WHEREAS, the County, COK, COHH, and KISD desire to work together to facilitate the construction of a five lane minor arterial roadway along the entirety of the Road (the "Project") in accordance with the general terms and conditions outlined below.

NOW THEREFORE, the COK, COHH, County, and KISD agree as follows:

Section 1. Purpose. The purpose of this MOU is to establish the scope of the Project and responsibilities of each of the parties as it relates to the Project. It is understood by the parties that the scope of the project may change depending upon the availability of funding.

Section 2. General Scope of the Project. The general limits of the Project will be as depicted in Exhibit "A" attached hereto and made part hereof this MOU. Project limits are bounded by State Highway 195 on the west end and Farm-to-Market Road 3481 on the east end. The proposed alignment of the Road will be determined during the preliminary engineering phase and is anticipated to include a realignment to soften the 90 degree bends located along the existing alignment. As currently proposed the Project will include:

- a. The design and construction of approximately 6.40 miles of five lane minor arterial roadway with adjacent sidewalks as deemed appropriate.
- b. Necessary ROW acquisition to soften the 90 degree bends located along the existing alignment.
- c. Necessary ROW acquisition to establish a minimum of 90' wide ROW along the entirety of the final alignment.
- d. Necessary relocation of existing utilities.

The typical section of the Road is depicted in Exhibit "B" attached hereto and made part hereof this MOU.

Section 3. Project Phasing.

- a. Professional services should be performed in two steps for the entire project.
 - i. Preliminary Design – establish required ROW, utility relocations, firm cost estimate, conduct topographical and property surveys, explore environmental concerns.
 - ii. Final Design – prepare final construction plans and specification, finalize cost estimates, obtain any necessary permitting, prepare bid documents.
- b. Construction can be performed all at once or in multiple phases. Current federal funding indicates the project is likely to be completed in two or more phases. Recommended phasing is as follows:
 - i. Phase 1 – limits from Rosewood Drive to Featherline Drive
 - ii. Phase 2 – limits from SH 195 to Featherline Drive
 - iii. Phase 3 – limits from Rosewood Drive to FM 3481.

The estimated project timeline is depicted in Exhibit “D” attached hereto and made part hereof this MOU. Project timeline is subject to change based on execution of agreements and available funding.

Section 4. Development and Financing of the Project.

- a. Professional Services
 - i. Preliminary Engineering
 - a. COK will provide project management services as in-kind services (valued at \$10,000.00).
 - b. COK will contract for the professional services necessary.
 - Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred proportionately according to the table in Exhibit “C” attached hereto.
 - c.
 - ii. Plans & Specifications
 - a. COK will provide project management services as in-kind services (valued at \$90,000.00).
 - b. COK will contract for the professional services necessary.
 - c. Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred according to the table in Exhibit “C”.
- b. ROW Acquisition
 - i. Parties agree that the Project is to be financed proportionately and will reimburse COK for ROW acquisition expenses incurred according to the table in Exhibit “C”.
 - ii. The County agrees to provide in-kind assistance to the COK as may be needed for the acquisition and relocation of acquiring the necessary ROW for the Project. The County’s in-kind assistance includes, and is limited to, dedication of any County-owned ROW necessary for this project.

- iii. KISD agrees to dedicate the necessary ROW for this project through the parcels owned by KISD.
- c. Construction
 - i. Utility Relocation
 - a. Engineer will determine the utilities in need of relocation through the plans and specifications referenced above.
 - b. COK will relocate city owned utilities at its own cost.
 - ii. Roadway Construction
 - a. Parties will seek funding for Road Construction through the Killeen-Temple Metropolitan Planning Organization (KTMPPO) (anticipating up to 80% of the construction cost estimated \$13.84M).
 - b. COK will provide project management and construction inspection services for the Project as an in-kind contribution (valued at \$400,000.00).
 - c. Upon reasonable advance notice, Parties shall make any property available to Killeen to facilitate the performance of Killeen's obligations hereunder. Parties agree to grant a Temporary Construction Easement to COK for the ROW necessary to construct the Project. The purpose for the easement is for the construction of the Project and for providing pedestrian and vehicular ingress and egress thereto by Killeen, its employees and contractors, as necessary for said construction. The Temporary Construction Easement shall terminate one year after the completion of construction.
 - d. Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred according to the table in Exhibit "C".
- iii. Project Costs
 - a. All costs are estimated at this time according to the table in Exhibit "C".
 - b. Costs are estimated using frontage miles and assumed to be distributed evenly. Should any particular portion of the project exceed estimated costs, all parties with jurisdiction should split the costs according to their ownership percentages up to those percentages established by the frontage miles (i.e. the connect to FM 3481).
 - c. KISD shall be responsible for design and construction of the Road through KISD property, as well as, the cost of any traffic signal improvements necessitated by the construction of the high school to be located on the Road.
 - d. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Section 5. Maintenance upon Completion. Upon completion of the Project, Bell County agrees to seek voluntary annexation of those portions of Chaparral Road that are adjacent to

COK and the COHH and COK and COHH agree to annex such as may be within their authority to do so.

Section 6. Additional MOUs. The Parties additionally agree to execute and deliver any additional documents and instruments such as Interlocal MOUs, contracts, or easements necessary or appropriate to legally affirm the obligation to pay the entity's proportionate share of Project costs, to allow access to Project site for purposes of this Project, to otherwise accomplish the terms of this MOU, or to correct any defect, error or omission that may be discovered in this MOU or any documents executed incidental to it.

Section 7. Legal Effect of MOU. The County, COK, COHH, and KISD understand and agree that this MOU constitutes only an expression of intent and shall have no legal or binding effect on the parties.

Section 9. Term. The term of this MOU will commence on the execution date hereof and shall terminate on the earliest to occur of: (a) ninety days following written notice by any party hereto; (b) the completion of the Project; or (c) after twelve years.

Section 10. Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint venturers by virtue of this MOU, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the other to any MOU. This MOU is not assignable or transferable by either party without the all other parties' written consent.

Executed and effective this ____ day of _____ 20__.

CITY OF KILLEEN

BY: _____
City Manager
Ronald L. Olson

ATTEST:

City Secretary
Lucy C. Aldrich

KILLEEN INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President
_____ (Print)

ATTEST:

Board Secretary
_____ (Print)

CITY OF HARKER HEIGHTS

BY: _____

~~City Manager~~ *Mayor*

ATTEST: _____

Patricia Brunson

City Secretary

COUNTY OF BELL, TEXAS

BY: _____

County Judge

ATTEST: _____

Melley Costa

County Clerk

EXHIBIT 'A'

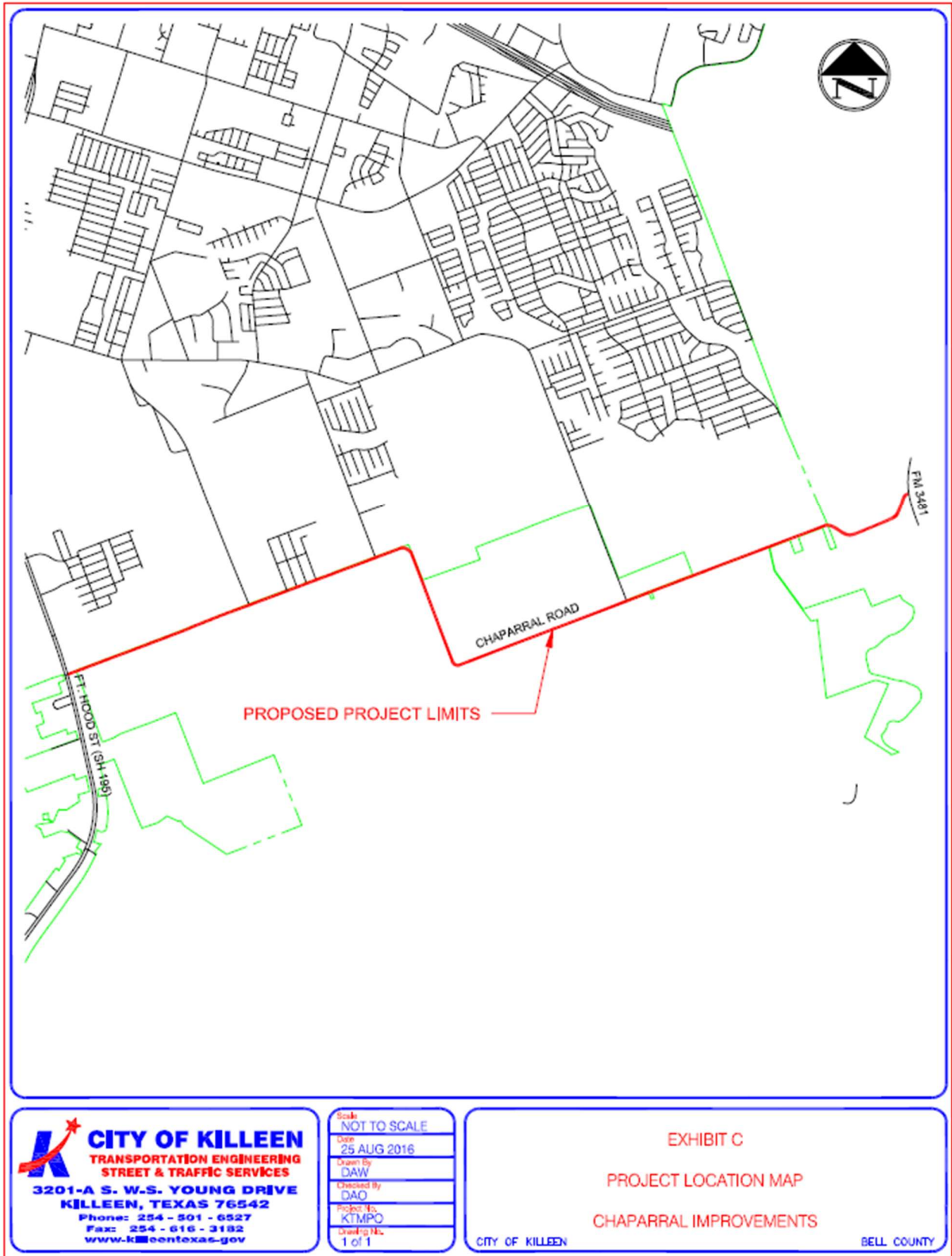
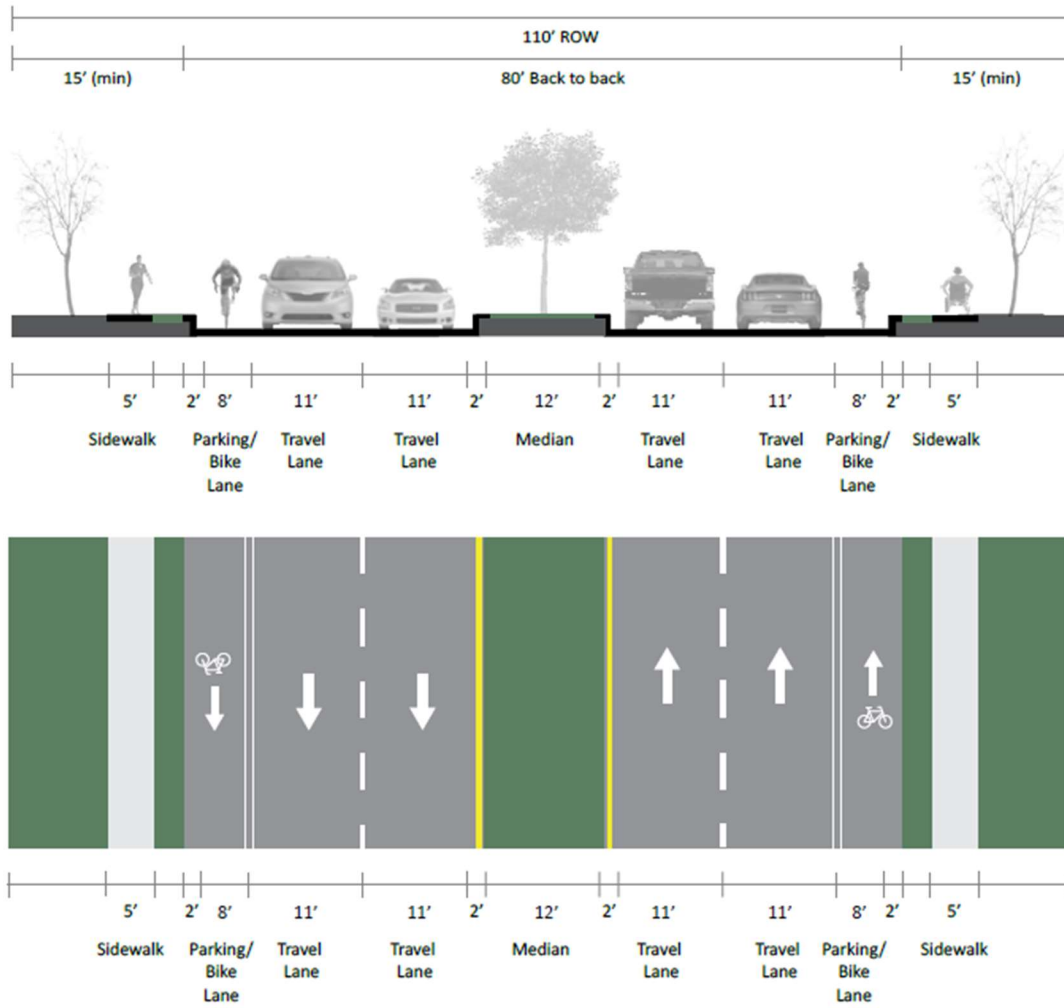


EXHIBIT 'B'



Schematic not to scale

EXHIBIT ‘C’

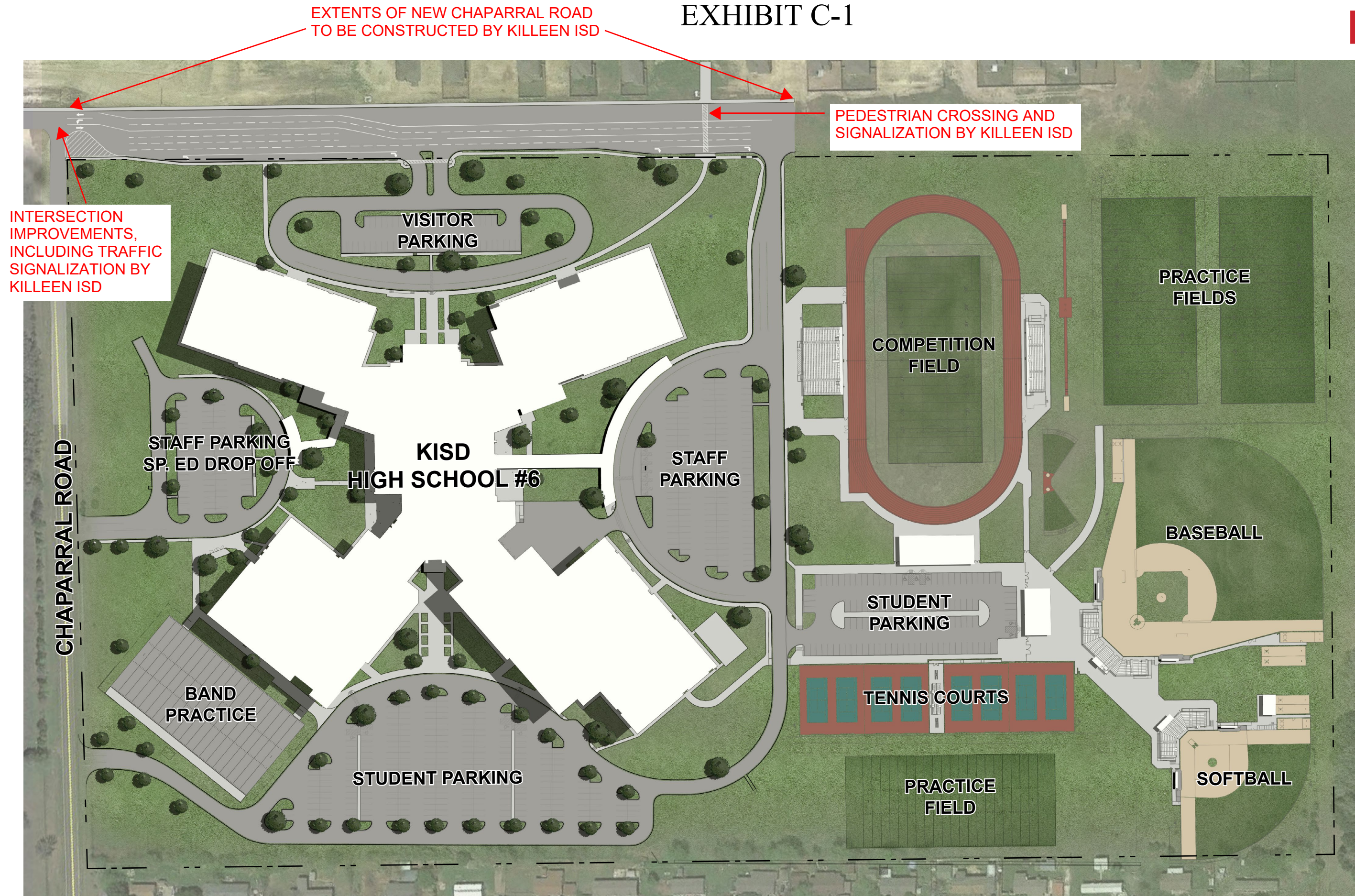
Estimated Financial Participation by Entity							
Entity	Frontage (mi)	Frontage (%)	Design	Design Percentage	Right-of-way & Construction	Total Funding	Total Funding %
KTMPO	—	—			\$17,224,578	\$17,224,578	72%
Bell County*	8.07	61%	\$1,215,361	61%	\$1,784,639	\$3,000,000	13%
Killeen*	4.85	37%	\$730,422	37%	\$2,769,578	\$3,500,000	15%
Harker Heights	0.36	3%	\$54,217	3%	\$221,205	\$275,422	1%
Total	13.28	100%	\$2,000,000	100%	\$22,000,000	\$24,000,000	100%

*Funding contributions do not include in-kind service contributions.

*Bell County’s total contribution to the project will not exceed \$3,000,000.

See Exhibit C-1 for KISD contributions.

EXHIBIT C-1



September 27, 2019

SITE PLAN

EXHIBIT 'D'

Estimated Project Timeline		
	Duration	Anticipated Timeline
Preliminary Design	12 months	October 2019 - October 2020
Final Design	18 months	November 2020 - April 2022
Construction Phases	24 - 36 months per phase	Dependent on funding