



City of Killeen

Regular City Council Meeting Agenda

July 30, 2013

Killeen City Hall

101 North College Street

City Council Chambers

5:00 P.M

Call to Order and Roll Call

___ Daniel A. Corbin, Mayor	___ Glenn Morrison
___ Elizabeth Blackstone	___ City Manager
___ Terry J. Clark	___ Kathryn H. Davis
___ Jared Foster	___ City Attorney
___ Wayne Gilmore	___ Paula Miller
___ Steve Harris	___ City Secretary
___ Jonathan Okray	___ Sergeant-At-Arms
___ Jose Segarra	

Invocation

Pledge of Allegiance

Approval of Agenda

Consent Agenda

- CA-1 Consider minutes of Special City Council Meeting of July 9, 2013.
- CA-2 Consider minutes of Regular City Council Meeting of July 16, 2013.
- CA-3 Consider a memorandum/resolution authorizing Change Order No. 3 to the Cunningham Road Widening Construction contract with Dixon Paving.
- CA-4 Consider a memorandum/resolution authorizing Change Order No. 1 for The Landing at Clear Creek Phase I with WBW Development, LLC.
- CA-5 Consider a memorandum/resolution authorizing the contract award for Bid 13-27 for the A.K. Wells Trail Extension – West a.k.a 2012 CDBG Trail Extension project.

- CA-6 Consider a memorandum/resolution approving a Contract Amendment to the Professional Services Agreement with Jacobs Engineering Group Inc. for the design of South Nolan Creek major drainage capital improvement projects.
- CA-7 Consider a request by JYKM Splawn Ranch, LLC, for a final plat of approximately 4 acres, being part of the W. H. Cole Survey, Abstract No. 200. The property is located on the northeast intersection of SH 195 and Splawn Ranch Drive, Killeen, Texas.
- CA-8 Consider a memorandum/resolution for the procurement of two (2) vehicles total, for the Fire Department and Building Inspection Division.
- CA-9 Consider a memorandum/resolution approving the abandonment of a 10' utility easement located in Lot 8A, Block 1, amended plat of Lot 8, Block 1, Replat of Killeen Mall Subdivision.
- CA-10 Consider a memorandum/resolution authorizing the award of a construction contract for the Stagecoach Road Reconstruction, Phase II project to McLean Construction.

<h3>Public Hearings / Ordinances</h3>

- PH-1 **HOLD** a public hearing and consider an ordinance amending the FY 2012-13 Annual Budget and Plan of Municipal Services of the City of Killeen relating to the downtown street projects by increasing various capital improvement beginning fund balance accounts in the amount of \$202,069 by decreasing various capital improvement revenue accounts in the amount of \$136,936 and by increasing various capital improvement expense accounts in the amount of \$2,557,897.
- PH-2 **HOLD** a public hearing and consider an ordinance amending the FY 2012-13 City of Killeen Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Court Security Fund Budget for the purchase of security cameras for the interior and exterior of the Killeen City Hall Annex.
- PH-3 **HOLD** a public hearing and consider an ordinance requested by AJH Timber Ridge Estates, LLC (Case #Z13-21) to rezone part of Lots 1-5, Block 17, Timber Ridge Estates, Phase Three, from R-1 (Single Family Residential District) to NBD (Neighborhood Business District) and RT-1 (Residential Townhouse Single Family District), the property is locally known as 6010, 6100, 6102, 6104 and 6106 Boxelder Trail, Killeen, Texas.
- PH-4 **HOLD** a public hearing and consider a petition submitted by Glenn and Patricia Collins requesting the extension of the corporate city limits of the City of Killeen, by annexing 1.339 acres located along the west right-of-way of SH 195, directly west of the intersection of SH 195 and FM 2484.
- PH-5 **HOLD** a public hearing on the FY 2013-14 proposed Annual Budget and Plan of Municipal Services.

Ordinances / Resolutions

OR-1 Consider an ordinance authorizing the creation of Bell County Municipal District No. 2 and entering into a consent and development agreement associated with the same.

Adjournment

CLOSED MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

Future Workshop Items

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

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office.

- Korean War Veterans Associations Banquet, July 27, 2013, 6:15 p.m., Club Hood, Fort Hood
- USO Fort Hood Benefit Gala, September 6, 2013, 7:00 p.m., Killeen Civic and Conference Center
- Hispanic American Chamber of Commerce Banquet, September 21, 2013, 6:00 p.m., Courtyard Marriott – Killeen

City of Killeen
Special City Council Meeting
Killeen City Hall
July 9, 2013
5:00 p.m.

Presiding: Mayor Daniel A. Corbin

Attending: Mayor Pro-Tem Elizabeth Blackstone, Councilmembers Jared Foster, Wayne Gilmore, Steve Harris, Jonathan Okray, and Jose Segarra

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, and City Secretary Paula Miller

Absent: Councilmember Terry Clark

Approval of Agenda

Mayor Pro-Tem Blackstone moved to approve the agenda as written, seconded by Councilmember Okray. The motion was unanimously approved.

Special Agenda Items

SP-1 A. **RECEIVE** Fiscal Year 2013-14 Proposed Annual Budget and Plan of Municipal Services.

B. Presentation/Briefing - City Manager's Proposed Annual Budget and Plan of Municipal Services for FY 2013-14.

C. **SET** the date of July 30, 2013 to hold a public hearing on fiscal year 2013-14 Annual Budget and Plan of Municipal Services.

City Manager Morrison presented his preliminary budget for fiscal year 2013-2014. The budget proposes no increase in property taxes and continues the goals of Vision 2030. The budget maintains fiscal soundness within the current tax rate of 0.7428. No employee pay adjustments are proposed; however, health insurance will be provided at no cost to employees.

The budget provides \$1.5 million to the Chamber of Commerce and Killeen Economic Development Corporation for economic development. Allocations to outside agencies Bell County Communications, Bell County Health Department, the HOP, Killeen Area Heritage Association, Killeen Volunteers, and Bell County Tax Appraisal District will be reviewed by the City Council.

No utility rate increases are contained in the budget; however, fee increases are proposed for the golf course and Civic and Conference Center as well as an increase in the franchise fee charges to the Water and Sewer Fund from seven percent to eight percent.

The CIP program continues with the construction phase of Trimmier/Lowe's Boulevard, Fire Station #9, city-wide recycling, and water and waste water infrastructure.

A public hearing will be set for July 30, and the City Council may choose to have additional public hearings. On August 13, staff will present the effective tax rate and rollback rate, and the City Council will adopt the preliminary tax rate on August 13. The budget is scheduled to be adopted on September 10. The Council will begin its review of the budget at its next workshop on July 16.

Mayor Pro-Tem Blackstone moved to set the date of July 30 to hold a public hearing on the budget, seconded by Councilmember Segarra. The motion was approved unanimously.

Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Blackstone, seconded by Councilmember Gilmore, and unanimously approved, the meeting was adjourned at 5:09 p.m.

Daniel A. Corbin, Mayor

Paula Miller, City Secretary

City of Killeen
Regular City Council Meeting
Killeen City Hall
July 16, 2013
5:00 p.m.

Presiding: Mayor Daniel A. Corbin

Attending: Mayor Pro-Tem Elizabeth Blackstone, Councilmembers, Terry Clark, Jared Foster, Wayne Gilmore, Steve Harris, Jonathan Okray, and Jose Segarra

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Paula Miller, and Sergeant-at-Arms Eric Bradley

Mayor Corbin gave the invocation, and Councilmember Foster led everyone in the pledge of allegiance.

Approval of Agenda

Mayor Pro-Tem Blackstone moved to approve the agenda as written, seconded by Councilmember Gilmore. The motion was unanimously approved.

Consent Agenda

CA-1 Consider minutes of Regular City Council Meeting of June 25, 2013.

CA-2 Consider a memorandum/resolution [13-073R] authorizing payment of the annual maintenance contract renewal for SunGard Public Sector.

The maintenance contract renewal for the software that runs Financials, Human Resources, Courts, Building Permits, Utility Billing, and Code Enforcement is due for payment in the amount of \$137,765.21.

CA-3 Consider a memorandum/resolution [13-074R] for a City/Owner Agreement to extend a Sanitary Sewer Interceptor within the Eagle Valley Subdivision.

This City/owner agreement provides for the costs involved in over-sizing the gravity sanitary sewer interceptor in the upper portion of the North Reese Creek sub-basin west of SH 195 and north of SH 201. The City will reimburse the developer for increasing the main from eight inches to twelve inches.

CA-4 Consider a memorandum/resolution [13-075R] for a City/Owner Agreement to extend a Minor Collector Street within the Trimmier Estates, Phase Four Subdivision.

This City/owner agreement provides for widening streets in Trimmier Estates, Phase Four

to forty-four feet with associated storm drainage improvements.

CA-5 Consider a memorandum/resolution [13-076R] for the Lease-Purchase of twelve (12) unmarked vehicles for the Police Fleet.

Staff recommends lease-purchase of twelve vehicles for the Police Department, with an annual payment of \$68,313 for four years. The vehicles are four half-ton crew cab pickups, four mid-sized SUVs, and four mid-size sedans.

CA-6 Consider a memorandum/resolution [13-077R] approving the sale of an approximately 15 acre tract of land adjacent to Skylark Field to the Killeen Economic Development Corporation, and authorizing the City Manager to carry out the sale.

The City owns an approximate fifteen-acre parcel of land on the western side of Skylark Field, and the tract connects with another tract of land currently under development for a multiuse project. In order to sell the property, the City must sell it for at least the appraised value. The City obtained an independent appraisal with a value of \$150,000.00, and the Killeen Economic Development Corporation has offered to buy the property for that price and associated closing costs. Staff recommends sale of this property to KEDC for that price.

CA-7 Consider a memorandum/resolution [13-078R] approving the appointment of a City Secretary.

Paula Miller is retiring after twenty years; after soliciting applications for the position and a review of all applications, Dianna Barker has been selected for the position. Ms. Barker has been employed as a City employee as of July 15, and she will assume the position of City Secretary effective July 29.

CA-8 Consider a memorandum/resolution [13-079R] approving the appointment of an Executive Director of Finance.

Martie Simpson has been Interim Finance Director for over a year. The position of Finance Director was advertised for more than six weeks, and an interview team reviewed all applications and interviewed several candidates. Following those interviews, it is recommended that Ms. Simpson be appointed Finance Director.

Mayor Pro-Tem Blackstone moved to approve the above items on the Consent Agenda, seconded by Councilmember Segarra. The motion was approved unanimously.

Public Hearings / Ordinances

PH-1 **HOLD** a public hearing to provide citizens the opportunity to comment, and City Council to discuss and take action on the Interlocal Agreement and application of the Edward Byrne Memorial Justice Grant (JAG) FY 2013-14.

The Edward Byrne Memorial Justice Assistance Grant (JAG) has been awarded to Bell County, the City of Temple, and the City of Killeen for a number of years, and the City of Killeen administers the grant. The total grant is \$79,342, and the City's portion of \$40,068 will be used for purchasing patrol rifles.

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

Councilmember Okray moved to approve the resolution [13-080R], seconded by Councilmember Harris. The motion was approved unanimously.

PH-2 **HOLD** a public hearing and consider an ordinance requested by Y & J Investment Management, Inc., (Case #Z13-20) to rezone part of Lot 1, Block 1, Y & J Addition from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District). The property is locally known as 1103 W. Veterans Memorial Boulevard, Suite 105, Killeen, Texas.

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-5 (BUSINESS DISTRICT) TO B-3A (LOCAL BUSINESS AND RETAIL ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This rezoning request is submitted for the location of a package store. The property is designated as General Commercial on the Comprehensive Plan, and the rezoning request is consistent with the classification. There was no response to the four letters of notification, and the Planning and Zoning Commission recommended approval of the request limited to Suite 105.

Mayor Corbin opened the public hearing. Mitchell Matthias, 1302 E. Janis Drive, appeared in support of his request. With no one else appearing, the public hearing was closed.

Mayor Pro-Tem Blackstone moved to approve the ordinance [13-053], seconded by Councilmember Okray. The motion was approved unanimously.

Ordinances / Resolutions

OR-1 Consider an ordinance approving Arts Commission recommendations for disbursement of hotel/motel tax funds FY 2013-2014.

The caption of the ordinance was read as follows:

AN ORDINANCE PROVIDING FOR THE SPECIFIC DISBURSEMENT OF THE PROCEEDS OF THE MUNICIPAL HOTEL OCCUPANCY TAX REVENUES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The allocation recommendations are as follows:

Artesania y Cultura Hispana - \$5,000.00
Crossroads to Texas Quilt Guild - \$2,500.00
Cultura Filipiniana - \$15,000.00
Estrellas de Panama - \$2,900.00
Filipino American Organization of Central Texas - \$5,000.00
Four Winds Intertribal Society - \$25,000.00
Killeen LULAC Council 4535 Foundation - \$13,600.00
Killeen Sister Cities, Osan, Korea Committee - \$9,000.00
Killeen Volunteers, Inc. (Celebrate Killeen) - \$10,000.00
La Casa de Puerto Rico in Texas - \$8,000.00
Songhai Bamboo Roots Cultural Association - \$21,000.00
Texas Heritage Committee - \$2,750.00
Vive Les Arts Societe - \$65,000.00
Vive Les Arts Children's Theatre - \$23,000.00

Councilmember Foster moved to approve the ordinance [13-054], seconded by Councilmember Clark. The motion was approved unanimously

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Mayor Pro-Tem Blackstone, and unanimously approved, the meeting was adjourned at 5:21 p.m.

Daniel A. Corbin, Mayor

Paula Miller, City Secretary

Regular CA-3
Item # 7-30-13
CCM/R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

**Authorize Change Order No. 3 to the
Cunningham Road Widening Construction
contract with Dixon Paving, Inc.**

ORIGINATING DEPARTMENT

Public Works - Transportation Division

BACKGROUND INFORMATION

On September 20, 2011 (see CCM/R 11-077R), the City Council awarded a construction contract to Dixon Paving, Inc. for the Cunningham Road Widening project ("Project"). This Project included items necessary to widen the roadway; items such as storm water box culverts, water line relocation, utility relocation, curb & gutter, road sub-grade, base and asphalt. The Project is complete.

DISCUSSION/CONCLUSION

Change Order No. 3 will remove bid items that were not installed from the project. It is standard procedure to have a final change order at the end of a project to "clean up" any outstanding items. These items are commonly outstanding due to changes in the scope of the project or, during the process of the work, the items became unnecessary.

FISCAL IMPACT

Change Order No. 3 will reduce the expenditure for the Project in the 2011 CO Bond, Cunningham Road account, 343-3490-800.58-39. The total cost of the changes is a net decrease of \$162,768.30, for a total contract price of \$2,710,505.50, or a 3.27% decrease to the contract.

RECOMMENDATION

The staff recommends that the City Council authorize the City Manager to execute Change Order No. 3 for the Cunningham Road Widening project with Dixon Paving, Inc. in the amount of a net decrease of \$162,768.50.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

ATTEST:



for Kathryn H. Davis
CITY ATTORNEY

Paula A. Miller
CITY SECRETARY

CHANGE ORDER

No. 3

DATE OF ISSUANCE 5/8/13

EFFECTIVE DATE 5/8/13

OWNER City of Killeen
 CONTRACTOR Dixon Paving, Inc.
 Contract Cunningham Road Widening
 Project: Cunningham Road Widening
 OWNER's Contract No. 310-004 ENGINEER's Contract No. _____
 ENGINEER Walker Partners, LLC

You are directed to make the following changes in the Contract Documents:
Description:

SEE ATTACHED WORKSHEET

TOTAL <\$162,768.30>

Reason for Change Order: Removal of items not used.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>2,802,162.05</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>2</u> : \$ <u>71,111.75</u>
Contract Price prior to this Change Order: \$ <u>2,873,273.80</u>
Net increase (decrease) of this Change Order: \$ <u>-162,768.30</u>
Contract Price with all approved Change Orders: \$ <u>2,710,505.50</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>355 (7-15-12)</u> Ready for final payment: <u>365 (7-25-12)</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>218</u> Ready for final payment: <u>228</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>583 (2-28-13)</u> Ready for final payment: <u>593 (3-10-13)</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>583 (2-28-13)</u> Ready for final payment: <u>593 (3-10-13)</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 5-20-2013

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 5-30-13

Change Order #3 Support Worksheet

Project Name: CUNNINGHAM ROAD WIDENING
 Owner: CITY OF KILLEEN
 Contractor: DIXON PAVING, INC

Project No.: 2-01418
 Period: 3/4/13-03/10/13
 Engineer: WALKER PARTNERS

Item	Item Description	Unit of Measure	Quantity	Unit Price Bid	Quantity Complete this Month	Value of Work Completed to Date
	DEDUCT					
	LIME TRT	SY	6,791	3.30	(6,791)	\$ (22,410.30)
	LIME	TN	92	148.00	(92)	\$ (13,616.00)
	PIPE UNDERDRAINS	LF	1,000	16.50	(1,000)	\$ (16,500.00)
	WRK ZONE PAV MARK, NON REM W, 8"	LF	597	0.40	(597)	\$ (238.80)
	WRK ZONE PAV MARK NON REM Y, 4" BRK	LF	2,170	0.40	(2,170)	\$ (868.00)
	WRK ZONE PAV MARK NON REM Y, 4" SID	LF	10,732	0.40	(10,732)	\$ (4,292.80)
	WRK ZONE PAV MARK SHT TERMS TAB TY W	EA	31	6.40	(31)	\$ (198.40)
	WRK ZONE PAV MARK SHT TERM TAB TY Y2	EA	1,210	0.40	(1,210)	\$ (484.00)
	PORTABLE CHANGEABLE MSSG SIGN	DAY	60	80.00	(60)	\$ (4,800.00)
	VEGETATIVE WATERING	MG	414	5.00	(200)	\$ (1,000.00)
	ROCK FILTER DAMS TY 1	LF	30	18.00	(30)	\$ (540.00)
	ROCK FILTER DAMS TY 2	LF	8	25.00	(8)	\$ (200.00)
	ROCK FILTER DAMS REMOVE	LF	38	10.00	(38)	\$ (380.00)
	CONSTRUCTION EXITS TY 1	SY	312	5.00	(312)	\$ (1,560.00)
	CONSTRUCTION EXITS REMOVE	SY	312	2.00	(312)	\$ (624.00)
	CURB INLET SDMT CONTROL DEVICE	EA	86	200.00	(34)	\$ (6,800.00)
	CUT AND RESTORE PAVING	SY	109	28.00	(109)	\$ (3,052.00)
	RC PIPE CL III 24"	LF	1,322	38.00	(3)	\$ (114.00)
	VEGETATIVE WATERING	MG	75	60.00	(75)	\$ (4,500.00)
	RIP RAP 24"	CY	1,499	27.00	(1,249)	\$ (33,723.00)
	ROCK FILTER DAMS TY 3	LF	84	28.00	(84)	\$ (2,352.00)

3/16/2010
 Project No:

Application for Payment

Change Order #3 Support Worksheet

Project Name: CUNNINGHAM ROAD WIDENING
 Owner: CITY OF KILLEEN
 Contractor: DIXON PAVING, INC

Project No.: 2-01418
 Period: 3/4/13-03/10/13
 Engineer: WALKER PARTNERS

Item	Item Description	Unit of Measure	Quantity	Unit Price Bid	Quantity Complete this Month	Value of Work Completed to Date
	ROCK FILTER DAMS REMOVE	LF	84	8.00	(84)	\$ (672.00)
	16" TAPPING SLEEVE AND VALVE	EA	2	15,800.00	(1)	\$ (15,800.00)
	12" C900 PVC WATERLINE	LF	292	65.00	(17)	\$ (1,105.00)
	12" 22.5 DEGREE BEND	EA	2	740.00	(1)	\$ (370.00)
	8" RESILIENT SEAT GATE VALVE	EA	3	1,600.00	(1)	\$ (1,600.00)
	6" CAP	EA	12	250.00	(9)	\$ (2,250.00)
	2" CLASS 200 PVC	LF	52	19.00	(52)	\$ (988.00)
	2" 45 DEGREE BEND	EA	2	50.00	(2)	\$ (100.00)
	2" TAPPING SLEEVE AND VALVE TAP 8" WL	EA	1	880.00	(1)	\$ (880.00)
	1" AIR VACUUM RELEASE VALVE AND VAULT	EA	1	4,500.00	(1)	\$ (4,500.00)
	FIRE HYDRANT ASSEMBLY	EA	12	2,100.00	(2)	\$ (4,200.00)
	REMOVE AND SALVAGE FH ASSEMBLY	EA	12	700.00	(9)	\$ (6,300.00)
	ADJ FH TRAFFICE FLANGE TO FG	EA	12	250.00	(12)	\$ (3,000.00)
	PLUG EX WATER LINE	EA	6	1,000.00	(2)	\$ (2,000.00)
	CUT AND RESTORE PAVING	SY	88	25.00	(30)	\$ (750.00)
	Total					\$ (162,768.30)

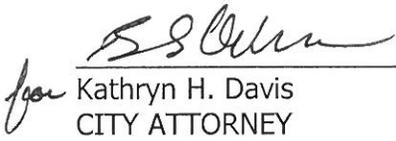
PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

ATTEST:



Kathryn H. Davis
CITY ATTORNEY

Paula A. Miller
CITY SECRETARY

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Authorize Contract Award for Bid 13-27 for the CDBG Trail Extension Project

ORIGINATING DEPARTMENT

Community Development Division

BACKGROUND INFORMATION

During the FY 2012-13 budget process, the Public Works Transportation Department was allocated \$176,890 of Community Development Block Grant (CDBG) funds to be used for enhancements to public transportation systems with the extension of the multi-modal transportation route (Hike and Bike Trail Extension). The project includes removal and replacement of approximately 968 square yards of concrete sidewalk, driveways and curb ramps, pedestrian handrail, minor utility adjustments and placing topsoil and block sodding along East Avenue E from Root Avenue to Gilmer Avenue.

Electronic documents were available from the City of Killeen website, Demand Star and the Electronic State Business Daily (ESBD). Additionally plans and specifications were available through seven (7) plans rooms. All plan sets and bid packets were available at no charge. Bids received for the project were opened and read aloud June 12, 2013 at 2:15 pm in the Council Chambers at City Hall (see attached bid analysis).

DISCUSSION/CONCLUSION

A total of two (2) bids were received by Myers Concrete Construction, LLC of Wimberly, Texas and Alpha Constructors, Inc. of Temple, Texas. The bidder submitting the lowest price that is within the available budget is Alpha Constructors, Inc. of Temple, Texas at \$167,926.30 for the Total Base Bid, after correction on the bid tabulation which had minor mathematical errors of negligible effect. No contingency is included in this amount; no contingency will be awarded with this project. See attached Mitchell & Associates, Inc. recommendation letter of June 25, 2013.

Available funds from CDBG will cover construction and change orders to the maximum of \$162,014.97; Public Works Transportation Department will be responsible for additional change orders within the amounts set by state and local law.

FISCAL IMPACT

The City of Killeen Public Works-Transportation Department was allocated \$176,890.00 of Community Development Block Grant (CDBG) funds during the fiscal year 2012-13 budget process under Ordinance 12-023 to be used on the A.K. Wells Trail Extension-West project

a.k.a. 2012 CDBG Trail Extension Project. After reducing the fund amount for professional engineering costs and payment of advertising costs, remaining funds for this project are \$162,014.97. Public Works Department funds will cover the shortfall. Project funding is available in accounts #228-0063-495.51-12 and #010-3445-434.42-65.

RECOMMENDATION

Staff recommends the City Council award a construction contract to the lowest responsible bidder, Alpha Constructors, Inc. in the amount of \$167,926.30. Also, that it authorizes the City Manager to execute all necessary contract documents and that it expressly authorizes the City Manager to execute any and all change orders within the amounts set by state and local law.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

ATTEST:



for Kathryn H. Davis
CITY ATTORNEY

Paula A. Miller
CITY SECRETARY

BID ANALYSIS

A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
#12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.

PROJECT INFORMATION: Contract with outside contractor for the removal and replacement of approximately 968 square yards (SY) of concrete sidewalk replacement, driveways and curb ramps, pedestrian handrail, minor utility adjustments and placing of topsoil and block sodding along East Avenue E from Root Avenue to Gilmer Avenue.

This project is for work consisting of:

the installation of approximately 523 SY of reinforced concrete sidewalk, removal and replacement of 445 SY of concrete driveways, 1 curb ramp, 20 LF of pedestrian handrail, a 10 LF of a 1-4'x4' MBC extension, minor utility adjustments, 2,667 SY of furnishing and placing topsoil and block sodding along East Avenue E from Root Avenue to Gilmer Avenue.

Killeen Transportation Staff negotiated with previously approved professional service consultant (11-175R), Mitchell & Associates, Inc. for project engineering, drawings, and project management.

The bid packet contained a "base bid" and three (3) "item deductions" being identified as Base Bid, and Deduct 1 through Deduct 3, which must be included in the bidder's submission. This methodology will allow for one or more "portions" of the project within the allocated funding available.

PLANS and SPECIFICATIONS:

The specifications and plans consisted of 326 pages defining the scope of work, geographic location, drawings/plan pages and standard requirements for the use of Federal Wage Rates for TX130016 01/04/2013 TX16 for Heavy and Highway construction in Bell County as published by the Department of Labor.

The contract will be awarded for the base bid minus those item deductions that can be completed with the available funding.

PROJECT FUNDING SOURCE (Development and Application): City of Killeen Community Development Block Grant Program funding – FY 2012 City of Killeen Public Works -Transportation Department - A.K. Wells Trail Extension-West project #12.06 (remaining funds available after professional service and advertising costs)- \$162,014.97 (account # 228 0063 495.51-12).

COMPETITIVE BIDDING PROCESS: The competitive bid packet was developed by Mitchell & Associates, City Transportation Department, Community Development Division and, City Public Works Attorney. On May 12, 2012, the Invitation to Bid was placed on the Electronic State Business Daily by the City's Purchasing Staff, sent via electronic transmission (email) to seven (7) Plan Rooms, and to thirty-three (33) contractors/subcontractors, previously approved through the Community Development Division Contractor Certification process.

BID ANALYSIS

A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
#12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.

Questions and clarifications were due to the Killeen Purchasing Division, via electronic transmission (email) in writing, by 1:00 p.m., May 29, 2013. The bid closed at 2:00 pm June 12, 2013 and the sealed bids were opened at 2:15 pm that same day at Killeen City Hall Council Chambers.

A pre-bid conference was conducted for this project at 2:00 pm, May 23, 2013 in the Council Chambers; the Project Manager (engineer) from Mitchell & Associates, City Transportation Department, and Community Development Staff conducted the meeting. Five (5) potential bidders attended the non-mandatory meeting. The project manager along with city staff, "walked the project site" with attendees pointing out and restating information that was contained in the specifications and drawings.

Questions and requests for clarification were received by the May 29, 2013, 1:00 pm deadline. The Project Engineer from Mitchell & Associates provided technical answers to questions. Two (2) addenda were issued for this project - #1 - response to questions/clarifications (addendum#1 was sealed with the engineer's stamp), #2- delaying bid due date/time to June 12, 2013, 2:00 pm.

BID PACKET REQUESTS:

Bid packets were available beginning May 13, 2013 and electronic documents were available at the City's purchasing web page via Demand Star, Electronic State Business Daily (ESBD), the Central Texas Chapter of Associated General Contractors (Centex AGC), the AMTEK Information Services (Amtékusa), Construction Data Company (CDCnews), Bidders' Resource Inc. Construction Software Technologies, Inc. (iSqFt), Virtual Builders Exchange, LLC (BXTX), and Reed Elsvier, Inc. (Reed Business Information). All plan sets and bid packets were available at no charge. A complete set of paper documents, including full size plan pages were available for review at the City of Killeen Community Development Division Office located at 802 N. 2nd Street, Building E, Killeen Arts & Activities Center, Killeen, Texas, Monday through Friday, 8:00 a.m. until 5:00 p.m.

The following is a complete list of those contractor businesses and individuals that obtained a bid packet:

BID ANALYSIS

A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
 #12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.

Plan Holder List

Bid 13-27 2012 CDBG TRAIL EXTENSION PROJECT

#12.06/B-16-MC-48-0020 BIDS DUE: JUNE 5, 2013 at 3:00 P.M.

BID PACKET REQUESTS:

Bid packets available via email from the City of Killeen Community Development Division Office located at 802 N. 2nd Street, Building E, Killeen, Texas. Monday through Friday, 8:00 a.m. until 5:00 p.m. The estimate packets are available at NO CHARGE to interested contractors and plans rooms.

The following is a complete list of those contractor businesses and individuals that obtained a bid packet.

Date	Contact Person	Company Name and Address	Phone Number	Fax Number	Email Address	Hand Copy/Email Packet No.
5/13/13	Justin Ho user	AGC of America with TEXO 504 Plan Room Dallas, TX	800.354.2039		jhouser@agcft.com	email
05/12/13	John Rugh	Amtek Info Services Austin, TX	5512 323 0508		jrugh@amtekusa.com	email
5/13/13	Linda Highland	CDC News Austin, TX	512.634.5997		lhighland@cdcnews.com	email
5/14/13 GC	Jacob Jacobsen	MF Construction Belton, TX	254.514.3319		jjch@mfconstruction.com	email
5/14/13 GC	Omar Crisp	Alpha Constructors, Inc. Temple, TX	254.774.3946		AlphaInc@vvn.com	email

BID ANALYSIS

A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
 #12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.

Plan Holder List

Bid 13-27 2012 CDBG TRAIL EXTENSION PROJECT

#12.06/B-16-MC-48-0020 BIDS DUE: JUNE 5, 2013 at 3:00 P.M.

Date	Contact Person	Company Name and Address	Phone Number	Fax Number	Email Address	Hard Copy/Email Packet No.
5/14/13	Lorri Chambers	Virtual Bidders Exchange, LLC San Antonio, TX	210.264.6900		lorri@virtualbx.com	email
5/14/13 GC	John Muth	Kickapoo Empire, LLC San Antonio, TX 78219	210.977.0006 ext 109		john@tribalfirm.com	email
5/15/13 GC	Cody Stanley	Stanley's Construction Round Rock, TX	254.724.2045		stanleys.construction@gmail.com	email
05/15/13 GC	Kathy Sievers	JHL Construction Gatesville, TX	254.865.8489		ksievers@jhlcon.net.com	email
5/15/13 Supplier	Jacob Koglin	HD Supply Waterworks Waco, TX 76710	254.772.7910		Jacob.koglin@hdsupply.com	email
5/24/13 GC	Chuck Crider	MCLENCO Construction Waco, TX	254.666.6199		Chuck.crider@mcenco.com	email

BID ANALYSIS

A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
 #12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.

Plan Holder List

Bid 13-27 2012 CDBG TRAIL EXTENSION PROJECT

#12.06/B-16-MC-48-0020 BIDS DUE: JUNE 5, 2013 at 3:00 P.M.

Date	Contact Person	Company Name and Address	Phone Number	Tax Number	E-Mail Address	Hard Copy/Email Packet No.
6/05/13	Nicole	Meyers Concrete	512-847-3840		nicole@meyersconcrete.com	email

As of 3:00 pm
June 5, 2013

BID ANALYSIS

A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
#12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.

BIDDER QUALIFICATION SUMMARY: Each bidder is required by federal regulation, to be certified through the Community Development Division office formal Contractor Certification Process (CCP). Bidders are allowed to submit the Community Development Division CCP paperwork and documentation along with the sealed bid; or bidders previously approved through the CCP process are eligible to submit sealed bids on any project funded through the Community Development Division.

Three of the six [contractors] plan holders are previously approved through the contractor certification process.

BID CLOSING/OPENING:

Bids were received by the Purchasing Department by 2:00 pm June 12, 2013, which were then opened and read aloud at 2:15 pm in the Killeen City Hall Council Chambers, 101 N. College Street, Killeen, Texas 76541.

Attendees at the bid opening included: Brent Crisp-Alpha Constructors, Inc.; Brandon Clement-Gary W. Purser Construction; David Olson, P.E. Mitchell & Associates, Inc., Project Engineer; George Lueck, Director - Killeen Transportation Department; Transportation Department Staff - Joseph Kolby Gill and Jennifer Ford; Purchasing Department Staff - Betty Pettit; and Community Development Division Staff - Cinda Hayward.

The bid tabulation is as follows:

**Bid 13-27 CDBG TRAIL EXTENSION
#12.06/B-12-MC-48-0020**

Avenue E, CITY OF KILLEN, BELL COUNTY, TEXAS

PREPARED BY : MITCHELL AND ASSOCIATES, 102 N. COLLEGE STREET, KILLEEN, TEXAS 76541

Item	Description	Quantity	Units	Meyer Concrete Construction, LP			Alpha Constructors, Inc.		
				Unit Cost	Sub-Total	Note	Unit Cost	Sub-Total	Note
GENERAL CONDITIONS									
1	Mobilization	1	LS	\$11,056.87	\$11,056.87		\$6,150.00	\$6,150.00	
2	Prepare R.O.W	13.0	STA	\$841.28	\$10,936.64		\$615.00	\$7,995.00	
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$1,603.67	\$1,603.67		\$922.50	\$922.50	
4	SWPPP Implementation	1	LS	\$1,603.67	\$1,603.67		\$215.25	\$215.25	
5	Testing Allowance	1	LS	\$2,000.00	\$2,000.00		\$2,460.00	\$2,460.00	
6	Traffic Control Plan	1	LS	\$1,557.92	\$1,557.92		\$522.75	\$522.75	
7	Traffic Control Implementation	1	LS	\$1,603.67	\$1,603.67		\$7,995.00	\$7,995.00	
Subtotal					\$30,362.44			\$26,260.50	
STREET IMPROVEMENTS									
8	Removing Conc (Curb & Gutter) (incl. saw cut asphalt pavement)	1,296	LF	\$10.00	\$12,960.00		\$4.55	\$5,896.80	2
9	Removing Conc (Driveways)	174	SY	\$13.64	\$2,373.36		\$22.14	\$3,852.36	
10	Removing Stabilized Base & Asphalt Pavement (2" - 6")	529	SY	\$9.65	\$5,104.85		\$16.61	\$8,786.69	1
11	Remove Headwall	1	EA	\$2,240.75	\$2,240.75		\$4.92	\$4.92	
12	Earthwork (incl. unclassified excavation and embankment)	1	LS	\$10,620.82	\$10,620.82		\$12,054.00	\$12,054.00	
13	Reinforced Concrete Sidewalk	647	SY	\$55.68	\$36,024.96		\$38.75	\$25,071.25	4
14	Reinforced Concrete Driveway	414	SY	\$77.59	\$32,122.26		\$44.28	\$18,331.92	
15	Concrete Curb & Gutter (all types) (incl. asphalt repair)	1,352	LF	\$35.00	\$47,320.00		\$22.14	\$29,933.28	
16	CIP 15" Curb Inlet	1	EA	\$7,996.15	\$7,996.15		\$984.00	\$984.00	
17	Curb Ramp (all types)	1	EA	\$2,145.37	\$2,145.37		\$861.00	\$861.00	
18	Pedestrian Handrail (TY PR1)	18	LF	\$135.60	\$2,440.80		\$129.15	\$2,324.70	
19	Parallel Headwall (HW = 5.5')	1	EA	\$9,200.00	\$9,200.00		\$2,214.00	\$2,214.00	
20	Culvert Extension (Double 5'x4" MBC)	7.5	LF	\$622.70	\$4,670.25		\$557.19	\$4,178.93	
21	Utility Relocation (incl. adjusting appurtenances to FG)	1	LS	\$4,942.70	\$4,942.70		\$492.00	\$492.00	
22	Sign Relocation	1	EA	\$465.55	\$465.55		\$61.50	\$61.50	
23	Mailbox Relocation	4	EA	\$155.18	\$620.72		\$36.90	\$147.60	
24	4" Gray PVC Conduit	1,295	LF	\$11.57	\$14,983.15		\$4.75	\$6,151.25	5
25	Ground Box Ty. A	5	EA	\$852.91	\$4,264.55		\$147.60	\$738.00	
25	Revegetation (incl. topsoil, block sodding, fertilizer, & watering)	526	SY	\$11.06	\$5,817.56		\$24.60	\$12,938.60	
26	Landscaping (incl. trees, shrubs, mulch, & watering)	1	LS	\$5,305.42	\$5,305.42		\$6,642.00	\$6,642.00	
Subtotal					\$211,619.22			\$141,665.80	6
Total Base Bid					\$241,981.66			\$167,926.30	7
DEDUCTION ITEM #1									
1	Removing Conc (Curb & Gutter) (incl. saw cut asphalt	970	LF	\$10.00	\$9,700.00		\$4.55	\$4,413.50	8
2	Concrete Curb & Gutter (all types) (incl. asphalt repair)	970	LF	\$35.00	\$33,950.00		\$22.14	\$21,475.80	
Subtotal					\$43,650.00			\$25,889.30	9
Cost Minus Deduct #1*					\$198,331.66	1		\$142,037.00	1
DEDUCTION ITEM #2									
1	4" Gray PVC Conduit	1295	LF	\$11.57	\$14,983.15		\$4.75	\$6,151.25	5
2	Ground Box Ty. A	5	EA	\$852.91	\$4,264.55		\$147.60	\$738.00	
Subtotal					\$19,247.70			\$6,889.25	10
Cost Minus Deduct #1-2*					\$179,083.96	1		\$135,147.75	1
DEDUCTION ITEM #3									
1	Landscaping (incl. trees, shrubs, mulch, & watering)	1	LS	\$5,305.42	\$5,305.42		\$6,642.00	\$6,642.00	
Subtotal					\$5,305.42			\$6,642.00	
Cost Minus Deduct #1-3*					\$173,778.54	1		\$128,505.75	1

Notes:

- No contingency will be awarded for this project. The numbers for "Contingency (10%)" and "Total Estimated Base Cost" have been eliminated from this bid tabulation.
- Mathematical error. Reported Value = \$5,896.80.
- Mathematical error. Reported Value = \$8,786.69.
- Mathematical error. Reported Value = \$25,068.02.
- Mathematical error. Reported Value = \$6,148.40.
- Mathematical error. Reported Value = \$141,658.36.
- Mathematical error. Reported Value = \$167,926.30.
- Mathematical error. Reported Value = \$4,413.47.
- Mathematical error. Reported Value = \$25,890.17.
- Mathematical error. Reported Value = \$6,886.40.

BID ANALYSIS

**A.K. Wells Trail Extension-West aka 2012 CDBG Trail Extension Project
#12.06/B-12-MC-48-0020 OPENING June 12, 2013 AT 2:00 P.M.**

The Project Engineer and City Transportation Department Staff reviewed each bid submitted; CD Staff reviewed necessary bid documents to confirm compliance with governing federal regulations. The Project Engineer's review of the bid tab concluded various areas containing calculation errors, those errors are identified in the above bid tab notes section.

The final tabulation results indicate that the total for the base bid is within the available budget for the project; no contingency to be awarded for the project. After consultation with the project manager, (engineer) the lowest price bid is from Alpha Constructors, Inc. of Temple, Texas. Additional funding is to be provided by the city's Transportation Department; if any CDBG funds remain, those funds to be returned and made available, for eligible projects, through the following year CDBG allocation process.

Total project/contract cost is \$167,923.30

CONCLUSION:

The City of Killeen Transportation Department was allocated \$176,890 from the FY 2012 Community Development Block Grant (CDBG) during the annual budget process under Ordinance #12-023. The project is known as the "2012 Killeen CDBG Trail Extension Project #12.06/B-12-MC-48-0020". The contract award is to Alpha Constructors, Inc.

Bids reviewed by: David Olson, P.E., CFM - Mitchell & Associates, Inc. Project Engineer, George Lueck, P.E., Director-Killeen Transportation Department; Celeste Sierra, CD Specialist and Cinda Hayward, CD Program Manager -Killeen Community Development Division.

Prepared in conjunction with George Lueck, P.E., Director of Transportation, by: Cinda Hayward, CD Programs Manager, Community Development Division

Mitchell & Associates, Inc.

Engineering & Surveying

June 25, 2013

George Lueck, P.E.
City of Killeen
200 E. Avenue D
Killeen, Texas 76541

**Re: CDBG Trail Extension
Contractor Recommendation
M&A No. 13-95-D**

Mr. Lueck:

Pursuant to the Official Notice to Bidders, sealed bids for the subject project were received by purchasing on June 12, 2013, at 2:00 p.m., and publicly opened and read aloud. We have reviewed the two bids received for the work and have enclosed a complete Bid Tabulation for your information.

We take this opportunity to submit our written recommendations concerning the award of contract.

Two bids were received by Meyers Concrete Construction, LP of Wimberly, Texas (Meyers) and Alpha Constructors, Inc. of Temple, Texas (Alpha). The low bidder for the project was Alpha with a base bid of \$167,926.30 as corrected on the enclosed bid tabulation. Please note that no contingency is included in this amount, as no contingency will be awarded with this project. There were minor mathematical errors in the bid document submitted; however, it had negligible effect on the outcome of the overall bid. Refer to the bid tabulation for further detail.

Upon our review of the bid received and project references provided for this project, it is our opinion that Alpha Constructors, Inc. submitted a responsive bid and is qualified and capable of performing the work as specified. It is, therefore, recommended that a contract be awarded to Alpha Constructors, Inc. for the bid amount of \$167,926.30.

The Engineer's opinion of probable cost of construction for the Project was \$174,553.50. The bid was 3.8 percent below this probable cost. We respectfully present this recommendation for review and consideration. We will be pleased to answer any questions concerning this recommendation.

Sincerely,



David A. Olson, P.E., CFM
Project Manager

Encl: Bid Tabulation

**Bid 13-27 CDBG TRAIL EXTENSION
#12.06/B-12-MC-48-0020**

Avenue E, CITY OF KILLEN, BELL COUNTY, TEXAS

PREPARED BY : MITCHELL AND ASSOCIATES, 102 N. COLLEGE STREET, KILLEEN, TEXAS 76541

Item	Description	Quantity	Units	Meyer Concrete Construction, LP			Alpha Constructors, Inc.		
				Unit Cost	Sub-Total	Note	Unit Cost	Sub-Total	Note
GENERAL CONDITIONS									
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7	Traffic Control Implementation	1	LS	\$1,603.67	\$1,603.67		\$7,995.00	\$7,995.00	
Subtotal				\$30,362.44			\$26,260.50		
STREET IMPROVEMENTS									
8	Removing Conc (Curb & Gutter) (incl. saw cut asphalt pavement)	1,296	LF	\$10.00	\$12,960.00		\$4.55	\$5,896.80	2
9	Removing Conc (Driveways)	174	SY	\$13.64	\$2,373.36		\$22.14	\$3,852.36	
10	Removing Stabilized Base & Asphalt Pavement (2"-6")	529	SY	\$9.65	\$5,104.85		\$16.61	\$8,786.69	3
11	Remove Headwall	1	EA	\$2,240.75	\$2,240.75		\$4.92	\$4.92	
12	Earthwork (incl. unclassified excavation and embankment)	1	LS	\$10,620.82	\$10,620.82		\$12,054.00	\$12,054.00	
13	Reinforced Concrete Sidewalk	647	SY	\$55.68	\$36,024.96		\$38.75	\$25,071.25	4
14	Reinforced Concrete Driveway	414	SY	\$77.59	\$32,122.26		\$44.28	\$18,331.92	
15	Concrete Curb & Gutter (all types) (incl. asphalt repair)	1,352	LF	\$35.00	\$47,320.00		\$22.14	\$29,933.28	
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19	Parallel Headwall (HW = 5.5')	1	EA	\$9,200.00	\$9,200.00		\$2,214.00	\$2,214.00	
20	Culvert Extension (Double 5'x4' MBC)	7.5	LF	\$622.70	\$4,670.25		\$557.19	\$4,178.93	
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22	Sign Relocation	1	EA	\$465.55	\$465.55		\$61.50	\$61.50	
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25	Revegetation (incl. topsoil, block sodding, fertilizer, & watering)	526	SY	\$11.06	\$5,817.56		\$24.60	\$12,939.60	
26	Landscaping (incl. trees, shrubs, mulch, & watering)	1	LS	\$5,305.42	\$5,305.42		\$6,642.00	\$6,642.00	
Subtotal				\$211,619.22			\$141,665.80		6
Total Base Bid				\$241,981.66			\$167,926.30		7
DEDUCTION ITEM #1									
1	Removing Conc (Curb & Gutter) (incl. saw cut asphalt)	970	LF	\$10.00	\$9,700.00		\$4.55	\$4,413.50	8
2	Concrete Curb & Gutter (all types) (incl. asphalt repair)	970	LF	\$35.00	\$33,950.00		\$22.14	\$21,475.80	
Subtotal				\$43,650.00			\$25,889.30		9
Cost Minus Deduct #1*				\$198,331.66		1	\$142,037.00		1
DEDUCTION ITEM #2									
1	4" Gray PVC Conduit	1295	LF	\$11.57	\$14,983.15		\$4.75	\$6,151.25	5
2	Ground Box Ty. A	5	EA	\$852.91	\$4,264.55		\$147.60	\$738.00	
Subtotal				\$19,247.70			\$6,889.25		10
Cost Minus Deduct #1-2*				\$179,083.96		1	\$135,147.75		1
DEDUCTION ITEM #3									
1	Landscaping (incl. trees, shrubs, mulch, & watering)	1	LS	\$5,305.42	\$5,305.42		\$6,642.00	\$6,642.00	
Subtotal				\$5,305.42			\$6,642.00		
Cost Minus Deduct #1-3*				\$173,778.54		1	\$128,505.75		1

- Notes:
1. No contingency will be awarded for this project. The numbers for "Contingency (10%)" and "Total Estimated Base Cost" have been eliminated from this bid tabulation.
 2. Mathematical error. Reported Value = \$5,898.10.
 3. Mathematical error. Reported Value = \$8,784.05.
 4. Mathematical error. Reported Value = \$25,068.02.
 5. Mathematical error. Reported Value = \$6,148.40.
 6. Mathematical error. Reported Value = \$141,658.36.
 7. Mathematical error. Reported Value = \$167,918.86.
 8. Mathematical error. Reported Value = \$4,414.47.
 9. Mathematical error. Reported Value = \$25,890.27.
 10. Mathematical error. Reported Value = \$6,886.40.

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Consider a Contract Amendment with Jacobs Engineering Group Inc. for the South Nolan Creek Capital Improvement Project

ORIGINATING DEPARTMENT

Public Work/Environmental Services

BACKGROUND INFORMATION

In 2004, the City of Killeen engaged Jacobs Engineering Group (formerly Carter & Burgess) for Drainage Master Planning Services. Within the adopted Drainage Master Plans for the City of Killeen, the City Council authorized implementation of a Major Drainage Capital Improvement Program (CIP). Several of the major CIP projects in the 2006 Drainage Bond included drainage improvements along South Nolan Creek between Fort Hood Street and 28th Street. The Drainage Master Plan identified the following drainage problems within this reach of South Nolan Creek that should be addressed through the City's Major Capital Improvement Project Program: Structure flooding and structures located within the FEMA 100-year floodplain, Significant channel and bank instability, Bridge scour, Vegetative overgrowth and Accumulation of trash and debris.

DISCUSSION/CONCLUSION

The City's adopted 2005 Drainage Master Plan and current Drainage Bond Fund identifies four major drainage CIP projects along South Nolan Creek between Fort Hood Street and 28th Street. The project limits covered by Amendment 7 are located within the City of Killeen downstream of 10th Street and upstream of South 28th Street. Project design will generally follow the schematic projects shown in the Drainage Master Plan and will typically include: Channel and overbank excavation to increase conveyance, Bank stabilization by various techniques, Removal of invasive and unstable vegetation and large debris, Establishment of preferred vegetation.

The original professional services agreement contract was executed on October 22, 2004, was amended by Amendment Number 1 on April 29, 2005, further Amendment Number 2 on September 14, 2005, further amended by Amendment Number 3 on April 25, 2006, further amended by Amendment Number 4 on January 17, 2008, further amended by Amendment Number 5 on March 9, 2011, and further amended by Amendment Number 6 on April 9, 2012. Contract Amendment Number 7 includes an increase in the scope of services for the Phase 1 Bank Stabilization Project. In order to be responsive to the City and the approved Construction Contractor, Jacobs performed the following additional services: issuance of an additional addendum, attendance at bid opening, responses to additional Requests for Information (RFIs)

and responses to contractor submittals above those included in the original contract. Additional scope for the Phase 2 Bank Stabilization project is part of Amendment 7 for design services for two additional areas of bank stabilization along Nolan Creek, survey of eleven channel cross-sections, geotechnical borings and attendance at a City Council workshop and City Council meeting.

The additional proposed professional services are provided in detail in the attached Amendment 7.

FISCAL IMPACT

Funding in the amount of \$58,430.00 is available in the Fiscal Year 12-13 Account 575-3476-432.44-20, Professional Services, Environmental Services Division, Drainage Utility Fund.

RECOMMENDATION

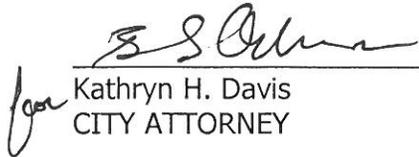
Recommend that the City Council authorize the City Manager to execute an amendment to the professional services agreement with Jacobs Engineering Group, Inc., to provide design and related services for the South Nolan Creek Major Drainage CIP Projects, in the amount of \$58,430.00, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

City of Killeen
Drainage Utilities
200 E. Avenue D
Killeen, TX 76540

AMENDMENT 7

Consultant Name: Jacobs Engineering Group Inc.
Street Address: 777 Main Street
City-State-Zip: Fort Worth, TX 76102
Attn: Joan Flowers, CPSWQ

CONTRACT NUMBER: CB700023

PROJECT NAME: City of Killeen Drainage Master Planning Services
South Nolan Creek Capital Improvements Project

CONTRACT TYPE: Fixed Price

PURPOSE OF AMENDMENT: Modify services in accordance with the attached Scope of Services dated 6/10/2013, and extend the period of performance.

Reduction in Scope of Services \$0

Increase in Scope of Services \$ 58,430.00 (Tasks 481 through 520)

Amendment Value \$ 58,430.00

Period of Performance 7/1/2013 through 7/31/2014

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this contract amendment by their authorized representatives.

Previous Total \$335,709.00
Amendment #7 58,430.00
New Total \$394,139.00

City of Killeen

Jacobs Engineering Group Inc.

By: _____

By: Thomas J. Munhart

Signature: _____

Signature: [Signature]

Title: _____

Title: Vice President

Date: _____

Date: 06/21/2013

**AMENDMENT SEVEN
SCOPE OF SERVICES FOR SOUTH NOLAN CREEK
CAPITAL IMPROVEMENT PROJECT
CITY OF KILLEEN, TEXAS**

I. Introduction

In 2004, the City of Killeen engaged Jacobs Engineering Group (formerly Carter & Burgess) for Drainage Master Planning Services. The Drainage Master Plan identified potential Capital Improvement Projects along South Nolan Creek between Fort Hood Street and 28th Street. The Drainage Master Plan identified the following drainage problems within this reach of South Nolan Creek that should be addressed through the City's Major Capital Improvement Project program:

- Structure flooding and structures located within the FEMA 100-year floodplain
- Significant channel and bank instability
- Bridge scour
- Vegetative overgrowth and accumulation of trash and debris

The project limits will be located within the City of Killeen downstream of Fort Hood Street and upstream of S. 28th Street. Project design will generally follow the schematic projects shown in the Drainage Master Plan and will typically include:

- Channel and overbank excavation to increase conveyance
- Bank stabilization, by various techniques
- Overbank excavation to provide additional valley storage
- Armoring of bridge piers and abutments
- Removal of invasive and unstable vegetation and large debris
- Establishment of preferred vegetation

The proposed services are summarized in the following detailed cost proposal.

This contract was initially executed on October 22, 2004, was amended by Amendment Number 1 on April 29, 2005, further amended by Amendment Number 2 on September 14, 2005, further amended by Amendment Number 3 on April 25, 2006, further amended by Amendment Number 4 on January 17, 2008, further amended by Amendment Number 5 on 3/9/11, further amended by Amendment Number 6 on 4/9/12 and is amended effective with the execution of this amended contract (Amendment Number 7).

A Novation Agreement was executed on May 23, 2011. Carter & Burgess, Inc. has been changed to Jacobs Engineering throughout this document.

Contract Amendment Number 7 includes an increase in the scope of services for Phase 1 Bank Stabilization including an additional addendum, attendance at bid opening, additional RFIs and

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contractor submittals. For Phase 2 Bank Stabilization, Amendment Number 7 includes design services for two additional areas of bank stabilization along Nolan Creek, survey of 11 channel cross-sections, geotechnical borings and attendance at two City Council meetings. Additional contracted services are outlined in Tasks 481, 482, 490, 500 and 520.

II. Scope of Services

Task 400 – Site Visit and Project Kick-off Meeting

A meeting will be conducted with City staff to discuss project management procedures, points of contacts, project goals, schedule and view latest conditions of the project site. A photographic inventory of the project area will be prepared to document proposed improvement areas.

Deliverable: Meeting minutes in both electronic and paper format. Electronic photo log of the project area.

Task completed.

Task 401 – Data Collection and Coordination

Jacobs Engineering will review and obtain copies of final plats, right-of-way documents and existing easements along the project limits from the City, County and State. Franchised utilities and other underground facilities information, as-built plans and data will also be obtained along the proposed project limits, i.e.

1. Electric
2. Gas
3. Telephone
4. Water & Sewer
5. Storm Drainage Facilities
6. Streets

Additionally, land ownership information will be obtained within the project limits. Available bridge inspection reports will also be obtained. Jacobs Engineering will also review existing planimetrics and contour DEM from the City's 2006 Digital Orthophoto Quandrangles (DOQ's).

Deliverable: A composite land use map that will support 30% design.

Task completed.

Task 402 – Design Survey

Jacobs Engineering will establish base survey control from existing monumentation. Field surveys will be performed to determine planimetrics and topographic features, including locations of existing features such as trees, structures, fences, pavement, bridges, pipe outfalls, concrete aprons, manholes, poles, lights, etc. for engineering design. This will include horizontal and vertical locations of existing utility features. Survey limits will extend from the downstream face of Fort Hood Street to the upstream face of S. 28th Street and within the proposed project limits as shown on Exhibit 1.

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Deliverables: Jacobs Engineering will prepare mapping with one-foot contours from the field survey that will serve as the project base map. These maps will include all identified existing franchise and City owned utilities.

Task completed.

Task 403 – Preliminary Jurisdictional Determination of USACE Section 404 Waters

Delineations of the boundaries of waters of the U.S. will be conducted along the 1.7-mile (approximate) section of stream. The delineated area will also include floodplain and uplands immediately adjacent to the stream along a variable width corridor not to exceed 500 feet from the centerline of the stream.

1. Jacobs Engineering will prepare an in-house review of pertinent documents prior to conducting the fieldwork. This will include a review of aerial photographs, the county soil survey, USGS topographic maps, and floodplain maps of the project area.
2. Jacobs Engineering will perform a field investigation of the proposed project area to determine the extent of observed waters of the U.S. Jacobs Engineering will follow the 1987 Manual with respect to wetland delineation methodology. Other pertinent regulations and definitions will be followed for delineation of non-wetland waters (i.e., ordinary high water mark).
3. Waters of the U.S. will be mapped using a Global Positioning System (GPS). This GPS system is capable of sub-meter accuracy with post-processing.
4. Photographs of the potential waters and surrounding habitats will be taken along with field notes and wetland data sheets (where appropriate).

Information gathered during the field investigations will be incorporated into the Preliminary Jurisdictional Determination (PJD) report. The PJD report will contain the required elements for verification by the USACE. This scope of services does not include submittal of the PJD to the USACE, nor does it include effort for permitting or coordination with the USACE.

Jacobs Engineering will conduct an analysis of proposed excavation, bank stabilization, and other activities when designed by the project engineer. This analysis will be based on the delineation/PJD (see Tasks 1 and 2). This analysis would include: (1) a description of the likely permitting scenarios and possible ways to avoid permitting (avoidance and minimization of impacts; (2) an estimate of the total cost to mitigate for the proposed impacts, if necessary; and (3) an estimated schedule or timeframe for the Section 404 permitting, if necessary.

Deliverables: Jacobs Engineering will provide a bound report containing the findings of the preliminary jurisdictional determination and a memorandum summarizing the Section 404 permitting analysis.

Task completed.

Task 404 – Archeological Investigation

A Phase 1 level archeological investigation per requirements of the Texas Antiquities Code will be conducted along South Nolan Creek within the project limits. Services will include securing an archaeological survey permit from the Texas Historical Commission, records search,

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comprehensive on-the-ground survey of the project area (including dig tests as required), and detailed artifact analysis (as required).

Deliverables: A bound archeological report will be prepared and a copy will be provided to the City.

Task completed.

Task 405 – Geotechnical Investigation

Geotechnical field investigation will consist of drilling test borings along the South Nolan Creek. Rock will be penetrated with a continuous flight auger and evaluated for hardness based on the TxDOT Cone penetration test at 5-foot intervals. Groundwater observations will be made upon completion of drilling. Laboratory testing will be performed, including PI moisture content, continuous pocket penetrometer strength/swell profile, unconfined compressive strength and soil gradation. The scope of geotechnical investigation provides eight (8) borings to a depth of fifteen (15) feet each. If additional borings or deeper borings are required during engineering design, they will be provided as additional services.

Deliverables: Results of field and laboratory work will be presented in an engineering report. The report will include recommendations for foundation design, headwall and retaining wall design, open cut, shoring, constructability, groundwater dewatering and excavation considerations.

Task completed.

Task 410 – 30% Design

Jacobs Engineering will prepare preliminary grading, channel clearing and excavation plans to meet the goals of the project. Schematic design of bank stabilization sections will be provided in areas as identified in the Drainage Master Plan and are assumed not to exceed 2,500 linear feet for the entire project. Preliminary bridge armament stabilization will be provided as recommended by the 2007 TxDOT bridge inspection reports. The preliminary plan will include a calculation of quantities and a development of the engineer's opinion of probable cost. Additional project elements may be added to further address bank stabilization, flooding reduction or bridge rehabilitation that were not identified in the Drainage Master Plan. Preliminary design sheets included for the 30% design include:

- General Site Map (1)
- Drainage Area and hydrologic calculations (1)
- Grading Sheets (assumed eight (8) sheets at 1:40 scale)
- Bridge Armament Sheets (assumed four (4) sheets at 1:20 scale)

Deliverables: 30% design plans, including above design sheets will be provided for City review. Project quantities will be calculated and an opinion of probable cost will be provided.

Task completed.

Task 411 – Hydrologic and Hydraulic Analysis

Analysis of the 30% design will be conducted to determine the effects of the design on reducing peak discharges and calculated water surface elevations. Design of channel excavation to

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improve conveyance and increase valley storage will be developed based on the hydrologic and hydraulic analysis. Calculated channel and overbank velocities will also be used in the design of bank stabilization measures.

This task also includes revisions to the hydrologic and hydraulic analysis for changes made during the 60%, 90% and final design.

Deliverables: Preliminary hydrologic and hydraulic models will be provided in electronic format.

Task completed.

Task 420 – 60% Design

The results of the hydrologic and hydraulic analysis and comments from the 30% design review meeting with the City of Killeen will be incorporated into the project. The 30% design will be refined and additional project elements incorporated into the design plans. Preliminary design sheets included for the 60% design include:

- General Site Map (1)
- Drainage Area and hydrologic and hydraulic calculations (1)
- Grading Sheets (assumed eight (8) sheets at 1:40 scale)
- Cross Section Sheets (3)
- Bank Stabilization Sheets (assumed three (3) sheets at 1:20 scale)
- Bridge Armament Sheets (assumed four (4) sheets at 1:20 scale)
- Planting Plan (assumed eight (8) sheets at 1:40 scale)

Deliverables: 60% design plans, including the above preliminary design sheets will be provided for City review. Project quantities will be calculated and an opinion of probable cost will be provided.

Task completed.

Task 421 – FEMA Permitting, CLOMR

Jacobs Engineering will prepare a Conditional Letter of Map Revision for the proposed project along South Nolan Creek. The CLOMR report will include the necessary forms, exhibits, and models to provide FEMA information regarding the modifications to the South Nolan Creek floodplain. The FEMA review fee (currently \$4,400.00 is the responsibility of the City).

Deliverables: A CLOMR report will be provided to the City of Killeen for their records and submittal to FEMA.

Task 100% complete.

Original Contract Amount:	\$ 7,802.00
Amendment 5 Change (reduction):	\$-2,340.60
New Contract Amount:	\$ 5,461.40

This task is no longer required for the project. Contract Amendment 5 reduced the budget for Task 421 to that which had previously been billed. No further effort will be conducted on this task.

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Task 430 – 90% Design

Continued design effort and comments from the 60% design review meeting with the City of Killeen will be incorporated into the project. The 60% design will be refined and additional project elements incorporated into the design plans. Preliminary design sheets included for the 90% design include:

- Cover Sheet (1)
- General Notes Sheet (1)
- General Site Map (1)
- Drainage Area, hydrologic and hydraulic calculations (1)
- Grading Sheets (assumed eight (8) sheets at 1:40 scale)
- Cross Section Sheets (3)
- Bank Stabilization Sheets (assumed three (3) sheets at 1:20 scale)
- Bridge Armament Sheets (assumed four (4) sheets at 1:20 scale)
- Planting Plan (assumed eight (8) sheets at 1:40 scale)
- Detail Sheets (3)
- Erosion Control Sheets (2)

Deliverables: 90% design plans, including proposed grading, clearing, bank stabilization, bridge armament and re-vegetation will be provided for City review. Project quantities will be calculated and an opinion of probable cost will be provided.

Task completed.

Task 440 – Final Design

Based on the City's approval of the 90% design submittal, final construction plans will be prepared. Final plans, details and specifications will be developed for the project elements to be included in the South Nolan Creek Capital Improvement project. The opinion of probable cost will be updated based on the final design and one bid form and contract/bid document will be prepared.

Deliverables: Three (3) copies of final construction plans, specifications and contract documents will be provided.

Task 74% complete.

Original Contract Amount:	\$ 20,907.00
Amendment 5 Change (increase):	+\$26,332.60
Contract Amount:	\$ 47,239.60

An increase in the budget for Task 440 under Contract Amendment 5 allowed for modifications to the bridge armament plans and specifications required for rebidding the project. Final design for two projects: the Bridge Armament for 4 bridges on the South Nolan Creek and Bank Stabilization (Phase 2). The Bridge Armament final design is completed. Phase 1 Bank Stabilization design is included in Task 480 (Emergency Bank Stabilization).

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Task 441 – Public Meetings

Jacobs Engineering will attend two (2) public meetings with the City staff and interested adjacent property owners for the purpose of describing the proposed construction. The Engineer will prepare up to two large scale exhibits for each meeting. These meetings will be held; one during the City's review of the final design plans and one prior to construction. Additional meetings will be provided as requested by the City as additional services.

Deliverables: Attendance and participation at two (2) public meetings and two large scale exhibits.

Task 90% complete.

Task 450 – Bidding and Contract Award

Jacobs Engineering will provide up to twenty (20) sets of construction plans and specifications for bidding of the contract. Construction plan sheets are assumed to be 24"x36" sheets. Plan holders will be charged for reproduction costs. Five (5) copies of construction plans and specifications will be provided to plan rooms for their distribution to contractors. Jacobs Engineering will also prepare and assist the City with the bid advertisement and attend and assist at one pre-bid meeting per project bid. Bidder's questions will be addressed and addenda issued, as necessary. Jacobs Engineering will attend and assist at the bid opening, prepare bid tabulations, evaluate bidders and make recommendation to award contract. Jacobs Engineering will also prepare formal contract documents for execution by the City and Contractor with the assistance of City legal and purchasing staff. This scope assumes that no more than two (2) addenda will be issued (1 addendum per bid).

Deliverables: Meeting minutes from the pre-bid meeting will be provided in electronic and paper format. Copies of the construction plans and specification will be provided to the City. Bid tabulations, bidder evaluations and formal recommendation of award will be provided to the City in writing. Formal contract documents will be provided to the City and Contractor for execution.

Task 66% complete.

Original Contract Amount:	\$10,097.00
Amendment 5 Change (reduction):	\$-5,000.00
New Contract Amount:	\$ 5,097.00

Bidding and contract award will be performed for two projects: the Bridge Armament Project at 4 bridges on the South Nolan Creek and the Bank Stabilization Project (Phase 2). This task will include a single rebid of the Bridge Armament Project. One pre-bid meeting will be conducted for the rebid of the Bridge Armament Project and one pre-bid meeting for the Bank Stabilization Project (Phase 2). Bidding and contract award services for Bank Stabilization (Phase 1) are included in Task 480 (Emergency Bank Stabilization).

Task 451 – Construction Services

Jacobs Engineering will provide up to ten (10) sets (5 per project) of construction plans and specifications to the selected bidder. A single pre-construction meeting will be held between the

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City, Contractor, and Jacobs Engineering for each of the two projects (Bridge Armament and Bank Stabilization – Phase 2). Horizontal and vertical survey control information used during design will be provided to the contractor. Questions regarding the intent of contract documents from the City and Contractor will be addressed. Contractor request for information (RFI) will be addressed. A maximum of ten (10) (5 per project) design related RFIs is included with this scope. Jacobs Engineering will review and make recommendation to the City on Contractor's request for payment, shop drawings submittals, change order requests.

Deliverables: Meeting minutes from the pre-construction meeting will be provided in electronic and paper format. Ten (10) sets (5 per project) of construction plans and specifications will be provided to the selected bidder. Copies of all RFI will be provided. One (1) set of "As-Built" construction plans will be provided.

Task 50% complete.

Original Contract Amount:	\$ 9,587.00
Amendment 5 Change (reduction):	\$-4,000.00
New Contract Amount:	\$ 5,587.00

Construction services will be performed for two projects: the Bridge Armament Project at 4 bridges on the South Nolan Creek and the Bank Stabilization Project (Phase 2). Services for Phase 2 Bank Stabilization includes attendance at 1 pre-construction meeting, 5 sets of construction plans and specifications, 5 RFIs and 1 set of "as-built" record drawings. Additional RFIs (beyond 5) will be charged as an additional service as outlined in Sections III and IV. Construction Services for Phase 1 Bank Stabilization are included in Task 480 (Emergency Bank Stabilization).

Task 452 – Periodic Site Observation

Jacobs Engineering will make monthly site visits to assess general conformity and progress of work. Monthly progress meetings will be held with the City, Jacobs Engineering and contractor. This scope assumes a six (6) month construction schedule (90-days per project) and no more than 6 site visits under this task. Additional site visits will be performed at times that coincide with other project meetings in Killeen. Jacobs Engineering will provide 1-hour of on-site training for 2 City inspectors at the initial site visit for each project. City inspectors will accompany Jacobs personnel on site visits.

Deliverables: Site field reports will be provided to document monthly site visits. Meeting minutes from the monthly progress meetings will be provided in electronic and paper format.

Task 50% complete.

Original Contract Amount:	\$ 11,209.00
Amendment 5 Change (reduction):	\$ -5,000.00
New Contract Amount:	\$ 6,209.00

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Periodic site observations will be performed for two projects: the Bridge Armament Project at 4 bridges on the South Nolan Creek (3 site visits) and the Phase 2 Bank Stabilization Project (3 site visits). Site visits for the Phase 1 Bank Stabilization Project are included in Task 480 (Emergency Bank Stabilization).

Task 453 – FEMA Permitting, LOMR

Jacobs Engineering will prepare a Letter of Map Revision for the as-built conditions of the project along South Nolan Creek. The LOMR report will include the necessary forms, exhibits, and models to provide FEMA information regarding the modifications to the South Nolan Creek floodplain. The FEMA review fee (currently \$4,000.00 is the responsibility of the City). This task assumes the as-built conditions match the proposed conditions approved in the CLOMR. If the as-built conditions are not in significant compliance with the approved CLOMR, additional services will be required.

Deliverables: A LOMR report will be provided to the City of Killeen for their records and submittal to FEMA.

Original Contract Amount:	\$ 9,992.00
Amendment 5 Change (reduction):	\$-9,992.00
New Contract Amount:	\$ 0.00

This task is no longer required for the project and was eliminated from the Scope of Services in Amendment 5.

Task 460 – Property Acquisition Identification

In conjunction with Task 440 Preliminary Design and Task 450 Final Design, alternatives to reduce flooding will include identification of structures located within the 100-year floodplain that could be included in a future FEMA “buy-out” program or that are strategically located within the project area. These properties that have higher levels of flooding risks and that could be incorporated into the overall project will be identified for possible purchase. Supporting documentation to pursue acquisition of these properties using City funds or possible HMGP or PDM-C grant funding will be provided. HMGP and PDM-C grant funding provided federal funds for property acquisition on a 75% federal/ 25% local basis. However, to utilize HMGP or PDM-C funding, the City must have a FEMA-approved Hazard Mitigation Action Plan. This scope of services does not include development of a Hazard Mitigation Plan or grant applications. This scope identifies property locations and does not provide an assessment of the physical condition of the property or coordination with property owners.

Deliverables: List of potential acquisition properties and supporting documentation.

Task completed.

Task 470 – Project Meetings

In addition to the meetings specified in earlier tasks, Jacobs Engineering will attend six (6) meetings throughout the course of the project. Two (2) meetings are included to present project

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updates to the W/S/D committee. One meeting (for each) is included for 30%, 60% and 90% design review. An additional to-be-determined presentation is also included.

Deliverables: Meeting minutes for each design review meeting in both electronic and paper format. Copies of the power point presentation for other meetings will be provided.

Task 100% complete.

Task 480 – Emergency Bank Stabilization (Phase 1)

Jacobs Engineering will provide engineering design and construction services for stabilization of failed channel embankment along the southern bank of South Nolan Creek. The project site is embankment of South Nolan Creek located at approximately STA 68+00 to 70+00, adjacent to Little Avenue along the south. The City will receive bids, Jacobs will assist the City in the evaluation of the bid tabulations and will assist in the review of contractor's proposals. Jacobs will provide construction services which will include up to 6 site visits during the construction of the project. The purpose of the site visits will be to observe the progress of construction.

This task will include the following:

- Engineering design of approximately 9' - 12' tall by 200 LF gabion wall with concrete Beam(s), and tieback anchors, and gabion mattress' for the above referenced project,
- Engineering design for repair of approximately 100 linear feet of private asphalt road to include guardrail along the repaired section,
- Preparation of one construction cost estimate,
- Provide design plans, specifications and bid package (includes up to 1 addendum),
- Attendance at pre-bid (1) and pre-construction(1) meetings,
- Production and distribution of bid package to contractors and plan rooms (electronically),
- Prepare bid tabulation, evaluate (1) bidder and make recommendations,
- Supply plans and specification (up to 3 sets) to selected bidder,
- Weekly site visits during construction (up to 6 visits including the final),
- Respond to contractor RFIs (up to 6),
- Review and approve contractor submittals (SWPPP, safety, schedule and 5 specification sections) and Certificate of Substantial Completion (1),
- Review and approve contractor invoices (up to 6) and change orders (up to 2),
- Project meetings (3) to be held in conjunction with weekly site visits,
- Prepare and provide as-built plans in CADD format (assumes that the contractor provides as-built survey and marked-up plans).

Deliverables: Plan sets and bid documents as outlined above. Jacobs will provide 100% final plans for review. The City will be provided three (3) half-size (11"x17") plans for review. Jacobs will provide the City with (1) CD of final electronic drawings in Adobe (.PDF) format and two (2)

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sets of full-size construction plan sets. Jacobs will provide memos and responses to RFIs and contractor submittals via email to the contractor and City. Jacobs will provide the City with (3) full size sets of as-built plans and electronic file in PDF format.

Task 481 –Bank Stabilization (Phase 1) Additional RFIs

Amendment #7 provides for a second addendum that was required for Bank Stabilization Phase 1 Bid and attendance of Engineer at the Bid Opening meeting. Amendment #7 also increases the number of RFIs from six (6) to twelve (12). Additional RFIs (beyond 12) will be charged as an additional service as outlined in Sections III and IV.

Amendment 7 Change (addition): \$ 12,034.00

Deliverables: Jacobs will provide responses to RFIs to the contractor and City.

Task 482 –Bank Stabilization (Phase 1) Additional Submittal Reviews

Amendment #7 provides for additional reviews of contractor submittals / resubmittals. A number of the contractor submittals were not in conformance with the engineering specifications and were returned to the contractor for revision. Jacobs will review up to 2 resubmittals for each specification.

Amendment 7 Change (addition): \$ 3,126.00

Deliverables: Jacobs will provide submittal responses to the contractor and City.

Task 490 – Additional Bank Stabilization Design (Phase 2)

Jacobs Engineering will provide engineering design for stabilization of 2 additional areas of failed channel embankment along the southern bank of South Nolan Creek. The additional areas of stabilization are located at approximately STA 62+50 to 64+50, adjacent to 601 Odom Drive and approximately STA 72+00 to 74+00, adjacent to a concrete chute. Jacobs will also provide engineering design for associated guardrail along roadway at the top of gabion wall near the concrete chute. Channel cross-sections will be surveyed at appropriate intervals for gabion design.

Deliverables: Plans sheets and specifications for additional areas of design to be included in Bank Stabilization Phase 2 plan set.

Amendment 7 Change (addition): \$ 20,690.00

Task 500 – Geotechnical Investigations (Phase 2)

Six (6) geotechnical borings will be drilled for the purposes of determining the rock conditions at the bearing depth of the gabion wall. Due to the proposed length of the walls at Live Oak - Phase 2 and at the 10th Street bridge, two (2) borings are proposed for these locations. At the remaining locations, only one (1) geotechnical boring will be performed. ATV buggy or portable drilling equipment will be used to advance the borings to approximately 10 feet below the creek bed. The borings will be located in the field near the proposed toe of the gabion walls.

Deliverables: The results and findings will be presented in a letter report.

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Amendment 7 Change (addition): \$ 18,547.00

Task 520 – City Council Meetings (Phase 2)

Jacobs staff will attend up to two (2) city council workshops/meetings in support of the project design and bid awards.

Deliverables: Presentation materials as needed for council meetings.

Amendment 7 Change (addition): \$ 4,033.00

III. Special Services

Special services include all those not specifically described above. Special services may include, but are not limited to the following:

- Bridge Replacement or repair design
- R.O.W. or easement surveying
- Coordination with TxDOT or other local, State, Federal agency not included above
- Construction Staking
- Re-staking control monuments
- Phase I assessment for public or private property
- Mitigation of contaminated soils
- Final Design Special Services
- Full-time construction inspection
- Additional meetings and/or presentations
- Applicable sales tax
- Additional geotechnical borings other than those specified under Tasks 405 and 500
- Preparation and coordination of a USACE Individual Permit application
- Preparation and coordination of a USACE Pre-Construction Notification permit application for use of a Nationwide Permit(s)
- Preparation of conceptual and final mitigation plans
- Preparation of technical specifications for mitigation construction
- Meetings not specified above with the Client and others as designated by the Client
- Performance of species-specific threatened and endangered species investigation
- Performance of cultural resources (historic and archeological) investigation including a determination on the need for an Antiquities Permit from the Texas Historical Commission
- Additional RFIs with City approval prior to response

Compensation for special services is described below in Section V. Compensation.

IV. Limitations

The following general limitations apply to the Basic Scope of Services.

- A. All Killeen area meetings will be conducted at local City of Killeen facilities.
- B. The City will provide timely access to required individuals, data resources and City provided facilities and resources.

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- C. To the extent possible, data provided by the City for Jacobs Engineering review will be provided in a readily readable, industry standard digital format.
- D. The City will obtain permissions for any private property access required by Jacobs Engineering during the project.
- E. General project status meetings will be conducted in conjunction with other meetings specified in the scope of services.
- F. A written memorandum documenting each project meeting will be prepared by Jacobs Engineering and submitted to the City for review and comment. The final meeting memorandum will be transmitted electronically to the City.
- G. If the project schedule is extended due to factors outside of Jacobs Engineering control, the City agrees to renegotiate compensation for all work anticipated after December 31, 2013 to accommodate anticipated salary increases and/or potential schedule impacts.
- H. The above scope of services assumes no significant archeological findings requiring deep dig tests or resource preservation.
- I. The above scope assumes that the bank stabilization project qualifies for the NWP13.

V. Proposed Compensation

Jacobs Engineering will perform Amendment 7 services as specified in Section II. Basic Scope of Services for a lump sum fee of \$394,139 (three hundred ninety four thousand, one hundred thirty nine dollars and zero cents). Jacobs Engineering will invoice the City monthly for services performed during the previous month, based on the completion percentage of each individual task. The lump sum fee proposal includes a mark-up of 10 percent on direct expenses and certain subcontractor fees to cover Jacobs Engineering handling costs.

Special service labor charges will be billed on a time and materials basis, with labor billed at the employee's raw hourly salary rate times a multiplier of 2.5. Additional RFIs (beyond those specified) will be charged at a rate of \$ 1,500.00 per RFI, not to exceed \$6000. City approval is required prior to responding to each additional RFI.

Special service direct expenses and certain subcontractor fees will be billed at Jacobs Engineering cost, plus a handling charge of 10 percent to cover Jacobs Engineering handling costs. Special services will be billed monthly, based on the actual labor and/or direct project cost expended during the previous month.

Contract amendment #7 increases the lump sum fee by \$58,430 for additional services for Phase 1 bank stabilization (Task 481) to include a second addendum, attendance at the bid opening meeting and 6 additional RFIs, additional review of contractor submittals (Task 482), design of bank stabilization for 2 additional areas and survey of 11 channel cross-sections (Task 490), geotechnical investigation for Phase 2 Bank Stabilization project (Task 500), and attendance at two City Council meetings in support of contract and bid awards (Task 520).

VI. Fee Spreadsheets

Backup for the proposed Amendment #7 fee is shown on the attached tables.

VII. Project Schedule

Contract Amendment #7 extends the period of performance through 7/31/2014.

ATTACHMENT B - FEE PROPOSAL

PROJECT NAME: Killeen SNC CIP Amendment 7
DATE: 06/10/13

TASK	TASK DESCRIPTION	Jacobs Engineering Group Inc.										Total Manhours	Labor Cost	Expense/Subconsultants	Total		
		PM	ENGINEERING/ENVIR					PRODUCTION									
		Project Manager	Sr. Engineer	Structural Engineer	Sr. Environmental Scientist (404)	Environmental Scientist (404)	Cadd Designer	Cadd Tech	GIS Analyst	ET	Central						
481	Bank Stabilization (Phase 1) Additional RFIs	18	36				8					12	1	75	\$11,055	\$200	\$11,855
482	Bank Stabilization (Phase 1) Additional Submittal Reviews	1	4									24		29	\$3,126	\$27	\$3,153
490	Additional Bank Stabilization Design (Phase 2) - 355', 2 sections plus guardrail	8	14	4	2		24					18	2.18	72	\$8,803	\$10,550	\$20,453
500	Geotechnical Investigations** (Phase 2)	8	5,885											14	\$2,136	\$18,800	\$18,936
520	City Council Meetings (2) (Phase 2)	2	16											18	\$3,533	\$500	\$4,033
Billable Hours		37	76	4	2	0	32	0	0	54	4	200		\$30,353	\$28,077	\$58,430	

* Additional gabion design for 601 Odum and Concrete Chute
Includes direct costs for gabion subconsultant (\$4050) and survey subconsultant (\$2500)

** Geotechnical Investigations by drilling substituted for test pits by contractor
Includes direct costs for geotechnical subconsultant Mas-Tek (\$16,800)

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

CASE #13-013FS: Splawn Ranch Retail

ORIGINATING DEPARTMENT

**Planning and Development Services
Department**

BACKGROUND INFORMATION

Cartex Engineering Services, LTD, submits this request on behalf of JYKM Splawn Ranch, L.L.C. for Splawn Ranch Commercial, being a final plat consisting of four (4) acres out of the W. H. Cole Survey, Abstract No. 200, Killeen, Texas. The property is located on the east right-of-way of S. H. 195, north of Splawn Ranch Drive. The property is zoned CD (Cemetery District) and the applicant is platting the property into one lot, one block, for retail development to include a gas station and convenience store.

DISCUSSION/CONCLUSION

The Staff Review Committee met in a correction validation meeting on Monday, July 1, 2013, and concurred that the plat had met all provisions of Chapter 26 of the Killeen Code of Ordinances.

FISCAL IMPACT

None.

RECOMMENDATION

The Planning and Zoning Commission approved plat case #13-013FS by a vote of 7 to 0.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

ATTEST:



Kathryn H. Davis
CITY ATTORNEY

Paula A. Miller
CITY SECRETARY

for

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 8, 2013**

**CASE #13-013FS
SPLAWN RANCH RETAIL**

Consider a request by JYKM Splawn Ranch L.L.C., for a final plat, of approximately 4 acres, being part of the W. H. Cole Survey, Abstract No. 200. The property is located on the northeast intersection of S.H. 195 and Splawn Ranch Drive, Killeen, Texas.

Commissioner Dorroh motioned to approve the consent agenda, Commissioner Butler seconded the motion. The motion passed 7-0.

Chairman Frederick stated that the consent agenda is approved and PH-2 will be heard by city council on July 30, 2013.



CITY OF KILLEEN - PLAT APPLICATION

CASE # 13-013Fms

Plat Title: Splawn Ranch Retail

Type: Preliminary Final Replat Minor Amended

Name(s) of Property Owner (s): JYKM SPLAWN RANCH, LLC

Address: 13111 Kirkglenn Dr. Email: YSN MOHAMMED @ AOL.COM

City: AUSTIN State: TX Zip: 78727

Home Phone: () Business Phone: (512) 633-3796 Cell Phone: _____

Email: _____

Type of Ownership: Sole Ownership Partnership Corporation Other

Recorded Copy of Warranty Deed: Is a copy of the appropriate deed(s) attached? YES NO PENDING RECORDATION

Name of Developer: Same

Address: _____ email: _____

City: _____ State: _____ Zip: _____

Name of Engineer/Surveyor: GARY ELI JONES, P.E.

Address: 700 Theresa Lane

City: Cedar Park State: TX Zip: 78613

Home Phone: () Business Phone: (512) 918-0819 Cell Phone: 512 658-8095

Is the Property: Within City Limits Within ETJ (5.0 miles)

Proposed Land Use: Retail

Total Acreage: 4 Number of Lots: 1 Current Zoning: CD-CUP Proposed Zoning: Same

Is there a simultaneous rezoning of any part of this property? No

Address/ Location of Property to be Platted: 1954 SPLAWN RANCH DR.

Legal Description: 4.0 Ac part-P WH cde Survey ABSTR 200 Bell County TX

Replats and Amendments: During the preceding five (5) years, was the platted property limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot? Yes/No During the preceding five (5) years, was any lot in the preceding plat limited by deed restrictions to residential use for not more than two residential units per lot? Yes/No Attach a copy of applicable deed restrictions or a (notarized) letter from the applicant stating that no deed restrictions apply.

What is the reason for the replat / amendment? _____

Owner(s) must initial:

I hereby certify that all fees/charges owed by me/us to the City concerning any prior plats and/or subdivisions have been paid in full as of the date of this application.

I understand that attendance at the Development Review Committee meeting is mandatory. My failure to attend or my agent's failure to attend will result in rescheduling the meeting of the Development Review Committee and delay processing of the application.

I understand that I must obtain approval from both Planning and Zoning Commission and City Council (except in the case of minor plats) prior to the plat being recorded with the Clerk of Bell County.

APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: GARY ELI JONES

Mailing Address: 700 Theresa Cove Email: GEJ TEXAS@GMAIL.COM

City: Cedar Park State: TX Zip: 78613

Home Phone: () Business Phone: (512) 658-2095 Fax: (512) 532-0560

Email: _____

I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City; make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me.

I understand that the City will deal only with a fully authorized agent. If at any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application, are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, **I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter.** If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to "I", "my," or "me" is a reference to the entity.

Signature of Agent [Signature] Title Engineer

Printed/Typed Name of Agent GARY ELI JONES Title _____

Signature of Property Owner [Signature] Title President

Printed/Typed Name of Property Owner YASIN MUHAMMAD Title _____

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Title _____

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Title _____

* Applications must be signed by the individual applicant, each partner of a partnership, or by an authorized officer of a corporation or association.

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Procurement of: Two (2) Vehicles for the Fire and Building Inspection Departments

ORIGINATING DEPARTMENT

Support Services / Fleet Services

BACKGROUND INFORMATION

Funding for the purchase of these two vehicles was approved through the City's FY '12-'13 budget process as part of each department's overall operating budget. These vehicles will replace existing units that are 12 to 14 years old with high mileage and be utilized by the two departments to conduct their specialized functions and day-to-day operations. Of the two (2) vehicles requested, one (1) would be a Suburban operated by the Fire Department as a Battalion 1 Command Unit and one (1) would be a 1/2 ton truck operated by the Building Inspection department.

DISCUSSION/CONCLUSION

The City of Killeen is a member of several purchasing cooperatives that are in compliance with Texas Local Government section 271.102 through which both of the vehicles would be purchased. Based upon the cooperative pricing, the following acquisitions are requested for procurement consideration and are needed at this time.

- 1. PURCHASE OF ONE (1) CHEVY SUBURBAN, 3/4 TON, 4x4.

Vehicle is outfitted to perform per departmental specialized functions and will comply with the City of Killeen's list of specifications.

VENDOR through BUYBOARD	OUTFITTED COST
Caldwell Country Chevrolet	\$73,238

- 2. PURCHASE OF ONE (1) F150, 1/2 TON, CREW CAB, TRUCK

Vehicle will perform per departmental specialized functions and will comply with the City of Killeen's list of specifications.

VENDOR through HGACBuy	TRUCK ONLY COST
Sam Pack's Five Star Ford	\$21,187

FISCAL IMPACT

The budgeted funds are appropriated in the various departments for FY '12-'13 in the listed accounts, broken down as follows and compared to what is required with accessories and decals:

VEHICLE	ITEM	DEPARTMENT	ACCOUNT	BUDGET	REQUIRED
Suburban	1	Fire	344-3490-800.61-35	\$87,498	\$73,588
1/2 ton Truck	2	Building Inspection	010-4052-450.61-10	\$22,820	\$22,820

RECOMMENDATION

Staff recommends the purchase of the above vehicles utilizing the cooperative pricing in order for the various departments to effectively conduct their duties.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

Regular CA-9
Item # 7-30-13
CCM/R_____

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

CASE #13-02AB: Consider a request for abandonment of a 10' utility easement located in Lot 8A, Block 1, amended replat of Lot 8, Block 1, Replat of Killeen Mall Subdivision

ORIGINATING DEPARTMENT PLANNING AND DEVELOPMENT SERVICES

BACKGROUND INFORMATION

Killeen W.S. Young L.P. submits this request for the abandonment of a 10' utility easement that is located on Lot 8A, Block 1, Amended Replat of Lot 8, Block 1, of the Replat of the Killeen Mall Subdivision.

DISCUSSION/CONCLUSION

The 10' utility easement was dedicated per plat, and filed for record on August 18, 1986, in Cabinet B, Slide 31-A, Plat Records of Bell County, Texas. The applicant has submitted construction plans for a 6,882 sq. feet shell building that will house a future Aspen Dental Clinic and Mattress Firm store. The proposed building will encroach upon the existing easement and the applicant will need the easement abandoned and will reroute the existing utilities (Oncor, Centurylink) through another easement.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council approve the applicant's abandonment request.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

for 

Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

13-0243

**CITY OF KILLEEN
APPLICATION
REQUEST FOR ABANDONMENT**

NAME OF APPLICANT (TITLE/PROPERTY OWNER): Killeen WS Young, LP

ADDRESS: 5950 Berkshire Lane, Suite 200

CITY: Dallas STATE: Texas ZIP: 75225

HOME PHONE: () BUSINESS: (214) 545 - 6900 CELL: ()

DESCRIBE THE PROPOSED ABANDONMENT: (i.e. utility, alley, drainage, etc.)
Partial vacation of approximately 425 SF of an electric easement recorded by plat in the Amendment of Lot 8A, Block 1, of the Amended Replat of Lot 8, Block 1, of the Replat of Killeen Mall Subdivision

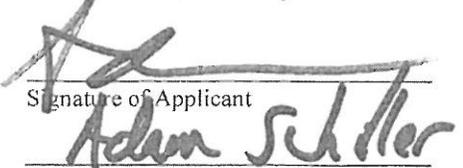
DESCRIBE THE LOCATION OF THE PROPOSED ABANDONMENT:
Northeast of intersection of South W.S. Young Drive and East Central Texas Expressway 190, centrally located on 2202 South W.S. Young Drive, Killeen, Texas 76543

REASON FOR THE PROPOSED ABANDONMENT:
Redeveloping the parcel and proposed building is located over the existing easement. Request is to release portion of easement being encroached, maintaining electric service easement to location of proposed building.

Registered/Recorded Deed of the adjacent property owners making application for abandonment:
Have you attached the required copy of the deed? Yes No

Field Notes including diagram for the proposed abandonment:
Have you attached the original? Yes No

Non-refundable Abandonment Fee: \$415.00 payable by cash, check or money order:
Have you attached the required fee: Yes No

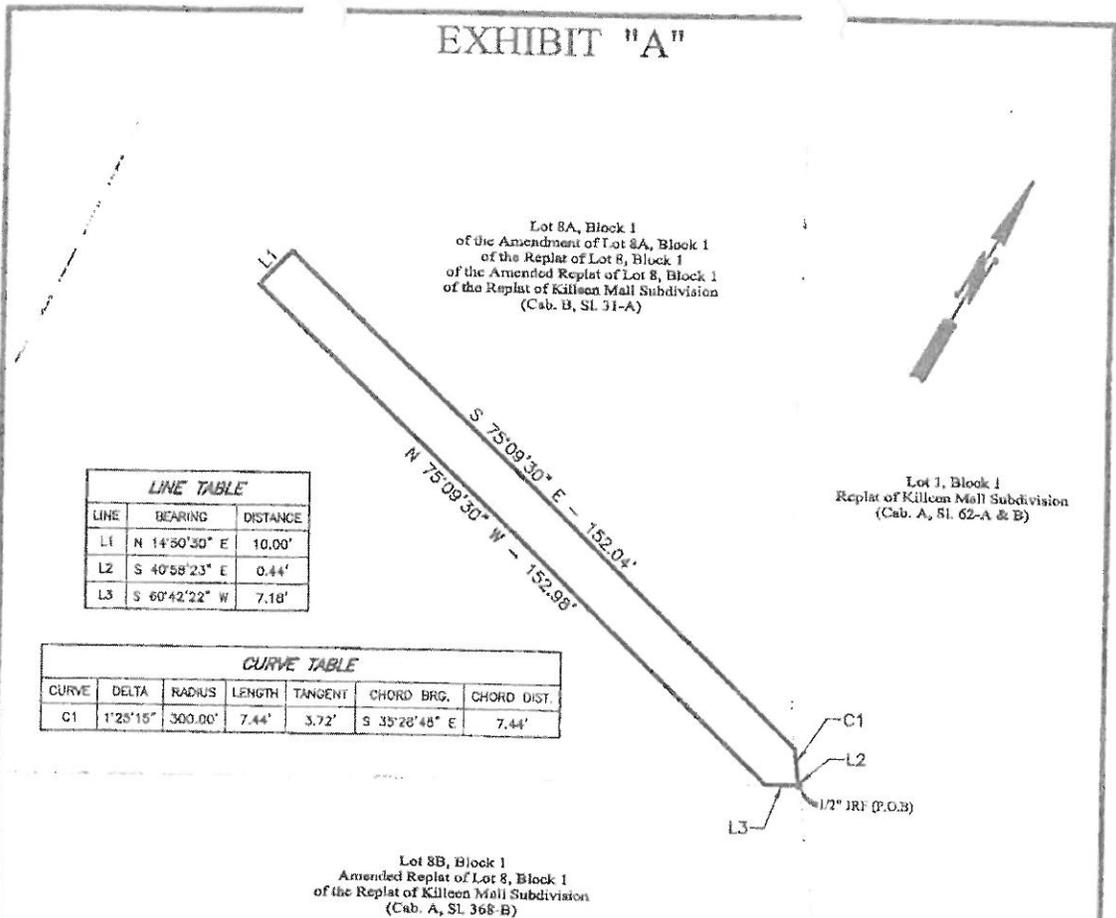

Signature of Applicant
Adam Schiller
Printed/Types Name of Applicant

5-29-13
Date

- Abandonment Procedure:
- Contact abutting property owners (if required)
 - Contact appropriate City Departments and public utilities
 - Forward to City Council
 - Record documents with County

RECEIVED
JUN 10 2013
PLANNING

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14° 50' 30" E	10.00'
L2	S 40° 58' 23" E	0.44'
L3	S 60° 42' 22" W	7.18'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	1° 25' 15"	300.00'	7.44'	5.72'	S 35° 28' 48" E	7.44'

DESCRIPTION:

Being 0.036 acres of the W.H. Cole Survey, Abstract 150, Bell County, Texas, and also being part of Lot 8A, Block 1, of the Amendment of Lot 8A, Block 1 of the Replat of Lot 8, Block 1 of the Amended Replat of Lot 8, Block 1 of the Replat of Killeen Mall Subdivision, an addition to the City of Killeen as recorded in Cabinet B, Slide 31-A, Plat Records of Bell County, Texas, said 0.036 acres being more fully described as follows:

BEGINNING at a 1/2" iron rod found, said rod being in the West line of Lot 1, Block 1, Replat of Killeen Mall Subdivision, an addition to the City of Killeen as recorded in Cabinet A, Slide 62-A & B, said Plat Records, the Northeast corner of Lot 8B, Block 1, Amended Replat of Lot 8, Block 1 of the Replat of Killeen Mall Subdivision, an addition to the City of Killeen as recorded in Cabinet A, Slide 368-B, said Plat Records, the Southeast corner of said Lot 8A, and in the East line of the herein described tract;

THENCE S 60° 42' 22" W, 7.18 feet departing the West line of said Lot 1, with the North line of said Lot 8B, the South line of said Lot 8A, and the East line of the herein described tract to a point, said point being the Southeast corner of the herein described tract;

THENCE N 75° 09' 30" W, 152.98 feet departing the North line of said Lot 8B, across and upon said Lot 8A, and with the South line of the herein described tract to a point for the Southwest corner of the herein described tract;

THENCE N 14° 50' 30" E, 10.00 feet continuing across and upon said Lot 8A and with the West line of the herein described tract to a point for the Northwest corner of the herein described;

THENCE S 75° 09' 30" E, 152.04 feet continuing across and upon said Lot 8A and with the North line of the herein described tract to a point, said point being the Northeast corner of the herein described and the beginning of a curve to the left, said curve having a radius of 300.00 feet, an arc length of 7.44 feet, a chord distance of 7.44 feet, and a chord bearing of S 35° 28' 48" E, said point being in the West line of said Lot 1, the East line of said Lot 8A, and the Northeast corner of the herein described tract;

THENCE S 40° 58' 23" E, 0.44 feet with the West line of said Lot 1, the East line of said Lot 8A, and the East line of the herein described tract to the POINT OF BEGINNING, containing 0.036 acres of land, more or less.

DATE: June 3, 2013

SCALE: 1" = 30'

PROJECT No.: 2012-033B

**KILLEEN ENGINEERING
& SURVEYING, LTD**
2901 E. STAN SCHLUETER LOOP
KILLEEN, TEXAS 76542
(254) 326-3061 FAX (254) 529-4301



13-02AB Abandonment of A 10 Ft. Utility Easement

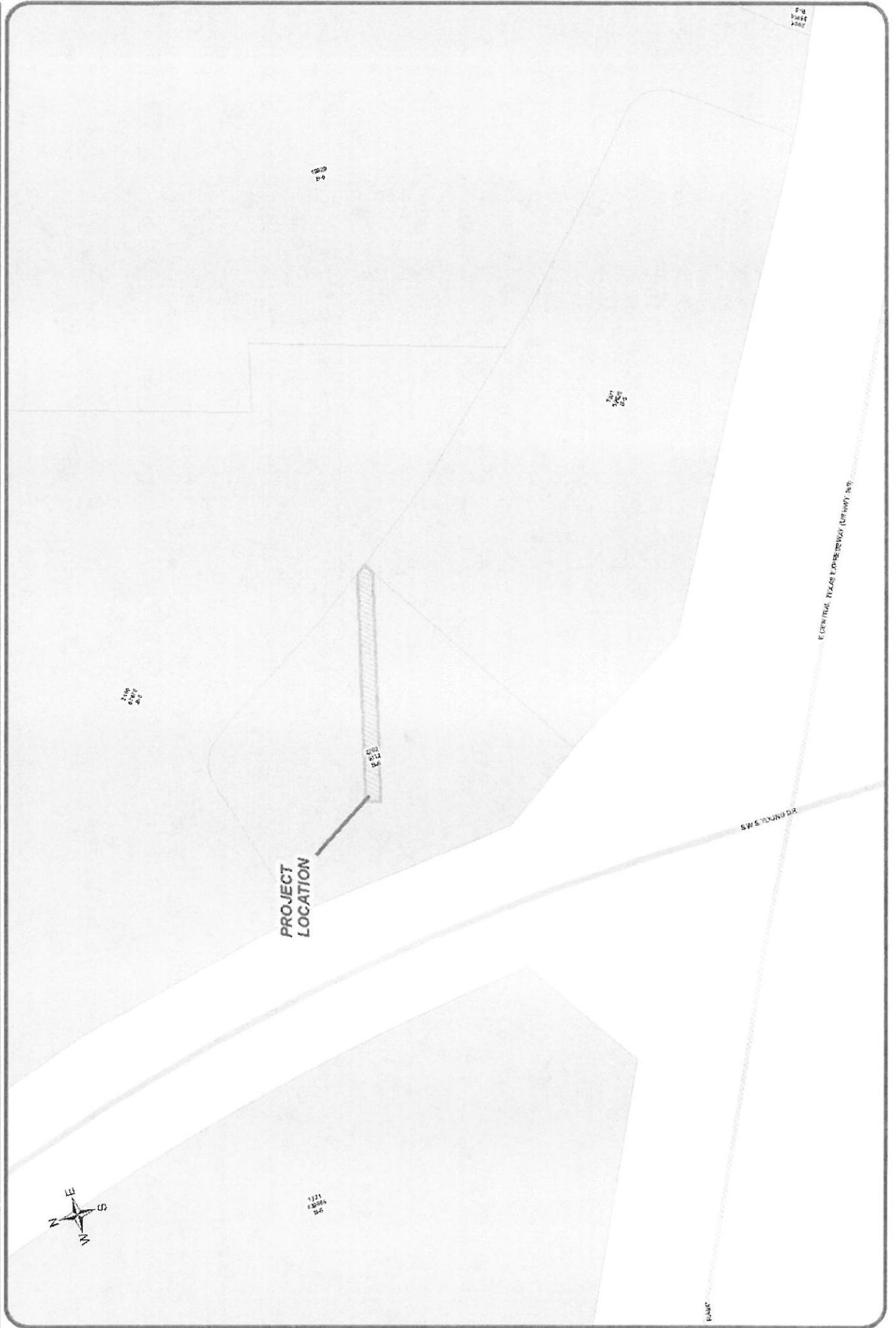
Utility Easement Abandonments

Parcels



PLANNING AND
DEVELOPMENT SERVICES

Date: 6/12/2013





PLANNING AND
DEVELOPMENT SERVICES

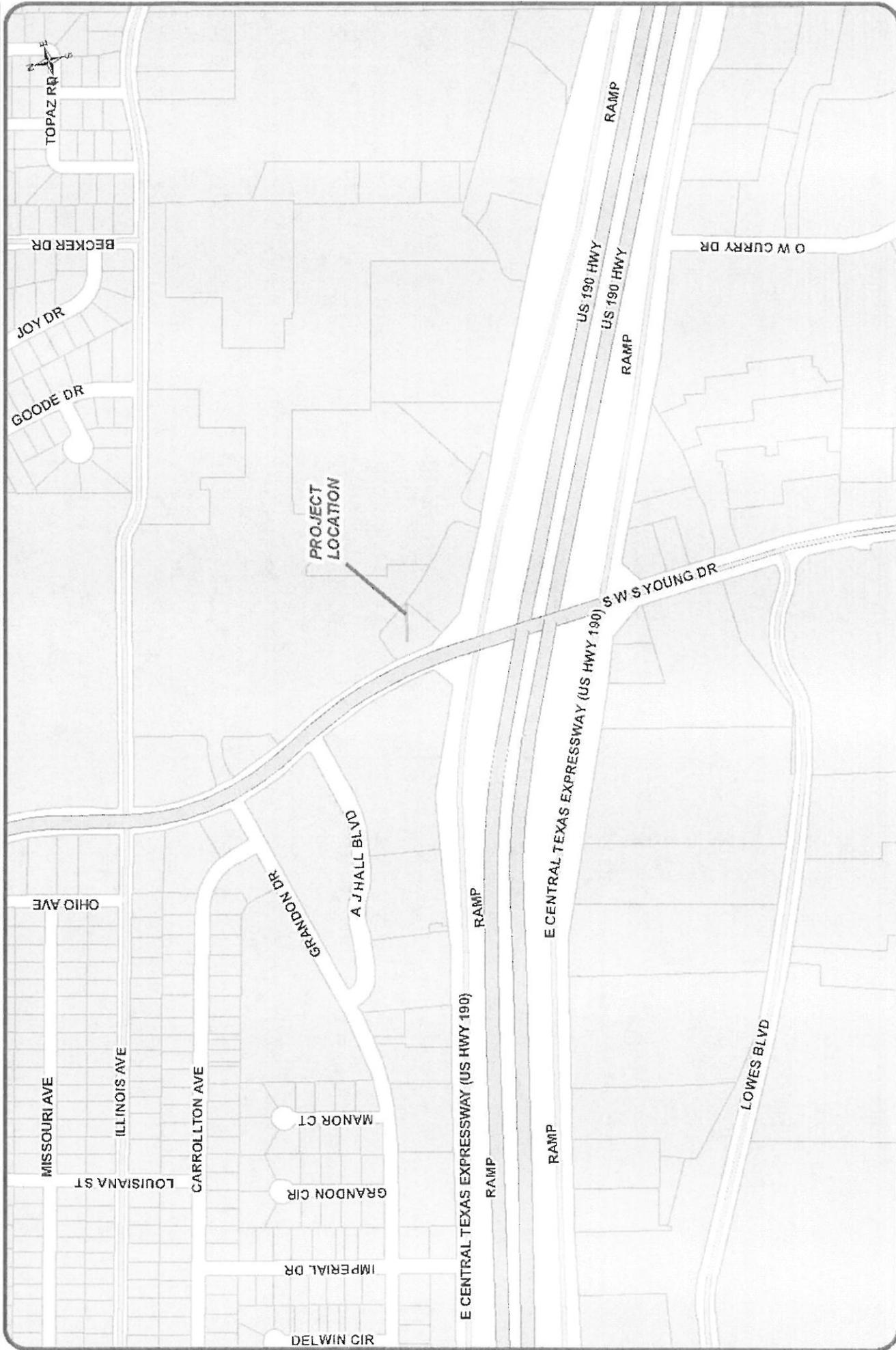
13-02AB Abandonment of A 10 Ft. Utility Easement

Date: 6/12/2013

Utility Easement Abandonments

Parcels

City Limits



CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Authorize the award of a construction contract (Bid 13-12) for the Stagecoach Road Reconstruction, Phase II project to McLean Construction

ORIGINATING DEPARTMENT

Public Works - Transportation

BACKGROUND INFORMATION

On August 23, 2011, City Council authorized the award of a construction contract (Bid 11-38) for the Stagecoach Road Reconstruction, Phase I project to Gary W. Purser Construction, Ltd. in the amount of \$3,765,510.70 (see CCM/R 11-127R attached). The project also included Add Alternate A in the proposed bid amount of \$183,477.80 for the reconstruction of Mountain Lion Road for approximately 460 linear feet into the City of Harker Heights as a transition from the end of Phase I at the city limit boundaries of Killeen and Harker Heights. That portion of the project was discussed and agreed upon between both cities and an Interlocal Agreement provided that the City of Harker Heights will reimburse the City of Killeen for that portion of the project to include mobilization cost (see CCM/R 11-126R attached). In September 2012, a reimbursement check was received and deposited in the amount of \$189,723.25.

On June 12, 2013, at 3:15 p.m., bids were opened and read aloud for the construction of the proposed Stagecoach Road Phase II Reconstruction. The projected reconstruction is a continuation of the Stagecoach Road Reconstruction, and Phase II of the project limits is from East Trimmier Road to Tyrel Drive.

DISCUSSION/CONCLUSION

The project is approximately four and one-half miles in length and the construction consists of rebuilding the existing 2-lane rural roadway to a 4-lane urban roadway with a continuous center left turn lane and a curb and gutter section. Major items of work consists of excavation, embankment, flexible base, hot-mix asphalt concrete, curb and gutter, concrete box culverts, storm drain system, intersection and driveway reconstruction, sidewalk, signing, striping, signalization of five intersections, and temporary and permanent erosion control.

Three bidders submitted bids on the project. They were McLean Construction of Killeen, Texas; James Construction Group, LLC of Belton, Texas; and Anderson Columbia Co., Inc. of Weslaco, Texas. All bidders acknowledged the following: Addenda 1-2, Bid Bond/Security, Conflict of Interest Questionnaire (CIQ), and the Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The total base bids are as follows:

McLean Construction	James Construction Group, LLC	Anderson Columbia Co., Inc.
\$17,171,171.10	\$18,796,168.05	\$20,115,981.84

Three Add Alternates (A, B, and C) were submitted in the bid: A) West Trimmier Road Part 2 Reconstruction; B) Biels Loop Reconstruction; and C) Traffic Adaptive Control System, and those bids are as follows:

Bidder:	McLean Construction	James Construction Group	Anderson Columbia
Add Alternate			
A) W Trimmier Rd	\$478,613.80	\$462,372.68	\$503,423.10
B) Biels Lp Reconst.	\$210,469.40	\$182,145.32	\$219,003.50
C) Traffic Control	\$125,832.00	\$142,254.00	\$128,000.00

The engineering consultant, Walker Partners, has estimated a probable project cost of \$14,728,008.98.

Due to fiscal constraints, the staff has contemplated an Interlocal Agreement with the Killeen Independent School District (KISD) in cost sharing for funding towards Add Alternates A and B in the amounts of \$239,306.90 and \$210,469.40, respectively.

FISCAL IMPACT

Funds for this project are available in the Certificate of Obligation 2011-Stagecoach Improvements, account number 343-3490-800.58-36 in the amount of \$14,905,453.74, the Water & Sewer Improvement 2013-Stagecoach Improvements, account number 386-3495-800.54.82 in the amount of \$752,640.00, and the Water & Sewer Improvements 2013 Bond, account number 386-3495-800.54-91 in the amount of \$1,513,077.36.

RECOMMENDATION

The staff recommends the City Council award a construction contract to the lowest responsible bidder meeting the specifications, McLean Construction of Killeen, Texas for \$17,171,171.10 and request that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

ATTEST:

for 

Kathryn H. Davis
CITY ATTORNEY

Paula A. Miller
CITY SECRETARY

RECEIVED
6/21/2013



June 21, 2013

City of Killeen
P. O. Box 1329
Killeen, Texas 76541-1329

Attn: George Lueck, Director of Transportation

Re: Stagcoach Road Reconstruction – Phase 2
Project No.: 2-01418

Dear Mr. Lueck:

Bids were received for the City of Killeen – Stagecoach Road Reconstruction – Phase 2 Project until 3:00 p.m. on June 12, 2013. A total of 3 bids were received. At 3:15 p.m. the bids were opened and read aloud to those in attendance.

The apparent low bidder at the time of bid opening was McLean Construction., of Killeen, Texas in the amount of \$17,171,171.10 for the Base Bid Amount. The bids were then tabulated by Walker Partners. Following bid tabulation, the low bidder was McLean Construction, in the amount of \$17,171,171.10. The bid tabulation including all bidders is attached for your review.

I therefore recommend that the City of Killeen award the contract for construction of the Stagecoach Road Reconstruction – Phase 2 Project to McLean Construction, in the amount bid of \$17,171,171.10 for construction of the Base Bid, and that the City of Killeen award Alternates A, B, and C; at their discretion.

Should you have any questions or comments concerning this recommendation, please contact me.

Sincerely,

Nicholas L. Kohel, P.E.
Project Manager

NLK:nlk

Bid Tabulation – Stagecoach Road Reconstruction – Phase 2

Hand Delivered

Cc: Project File 2-01418

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

Consider an ordinance to amend various capital improvement funds in the FY 2012-13 annual budget plan of municipal services of the City of Killeen by increasing various capital improvement beginning fund balance accounts, by decreasing various capital improvement revenue accounts, and by increasing various capital improvement expense accounts.

ORIGINATING DEPARTMENT

PUBLIC WORKS - TRANSPORTATION

BACKGROUND INFORMATION

On October 19, 2010 (CCM/R 10-124R), the City Council authorized the execution of an Advance Funding Agreement (AFA) for a Transportation Enhancement project with the State of Texas. Under the program, 69% of construction project cost is eligible for reimbursement for a total reimbursement not to exceed \$2,557,897 to combine approximately 1.2 miles of 5-foot wide pedestrian trail with a 6-foot wide striped bicycle path that would ultimately terminate with a downtown pedestrian loop in the Historic Overlay District.

On May 29, 2012 (CCM/R 12-015R), the City Council authorized the award of a construction contract for the Downtown Streetscaping and Andy K. Wells Trail Extension to The Fain Group, Inc. which includes the construction of the pedestrian and hike and bike trail funded with the AFA funds.

The project consists of 400 working days with a start date that began July 23, 2012. The estimated completion date is March 14, 2014. The project is approximately 51% complete.

DISCUSSION/CONCLUSION

The City of Killeen approves the CIP budget along with the Annual Budget and Plan of Municipal Services in September on an annual basis. Staff provides estimates based upon the best available information at the time, but the budget periodically needs to be amended as more accurate information becomes available. Some of the reasons to amend the budget are due to changes in scope, schedules or the project may have remaining funds due to favorable bids or not enough funds due to unforeseen events. City Charter (Article VII, Section 71) requires any amendment to the budget be approved by City Council.

FISCAL IMPACT

Since these projects are all funded with capital funding sources, there is no impact to the General Fund. Upon approval of this amendment various capital improvement beginning fund balance accounts will be increased in the amount of \$202,069, capital improvement revenue accounts will be decreased by \$136,936 and various capital improvement expense accounts will be increased in the amount of \$2,557,897.

RECOMMENDATION

Staff recommends that the City Council approve the attached ordinance amending various capital improvement funds in the Annual Budget and Plan of Municipal Services for the 2012-13 fiscal year.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE FY 2012-2013 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN RELATING TO THE DOWNTOWN STREET PROJECTS BY INCREASING VARIOUS CAPITAL IMPROVEMENT BEGINNING FUND BALANCE ACCOUNTS IN THE AMOUNT OF \$202,069, BY DECREASING VARIOUS CAPITAL IMPROVEMENT REVENUE ACCOUNTS IN THE AMOUNT OF \$136,936 AND BY INCREASING VARIOUS CAPITAL IMPROVEMENT EXPENSE ACCOUNTS IN THE AMOUNT OF \$2,557,897; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the General Fund of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, has been adopted by City Council, in accordance with the City Charter; and

WHEREAS, to keep the budget current it becomes necessary to amend the budget on a periodic basis as events necessitate; and

WHEREAS, the need for additional funds requires a budget amendment;

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

SECTION I. That Ordinance 12-069 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, be amended as to the portion of said budget as follows,

CAPITAL PROJECTS FUNDS FUND BALANCE

Account Number	Account Name	Original Budget	Budget Increase	Amended Budget
339-0000-301-00-00	Beginning Fund Balance	\$3,750,241	\$65,133	\$3,815,374
329-0000-301-00-00	Beginning Fund Balance	\$219,932	\$135,490	\$355,422
334-0000-301-00-00	Beginning Fund Balance	783,216	\$1,446	\$784,662

CAPITAL PROJECT FUNDS REVENUE ACCOUNTS

Account Number	Account Name	Original Budget	Budget Increase/Decrease	Amended Budget
339-0000-386-05-01	TXDOT Reimburse	\$2,557,897	(\$815,428)	\$1,742,469
343-0000-386-05-01	TXDOT Reimburse	\$0	\$678,492	\$678,492

CAPITAL PROJECT FUNDS EXPENSE ACCOUNTS

Account Number	Account Name	Original Budget	Budget Increase	Amended Budget
339-3490-800-58-15	Downtown Street Eng	\$1,550,418	\$1,742,469	\$3,292,887
343-3490-800-58-43	Downtown Street Cons	\$1,226,850	\$678,492	\$1,905,342
329-3490-800-58-15	Downtown Street Eng	\$0	\$135,490	\$135,490
334-3490-800-58-15	Downtown Street Eng	\$944	\$1,446	\$2,390

SECTION II. That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas this _30 day of July, 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

Daniel A. Corbin, MAYOR

ATTEST:

Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY

RECOMMENDATION

Staff recommends the Killeen Municipal Court of Record be authorized to expend these funds from the Court Security Fee Fund in the 2012 - 2013 budget.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE FY 2012-2013 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING ACCOUNT 241-0000-417.61-35 CAPITAL OUTLAY/EQUIPMENT IN THE CITY OF KILLEEN COURT SECURITY FEE FUND IN THE AMOUNT OF \$49,027; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the Court Security Fee Fund for the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, has been adopted by City Council, in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase said expenditure budgets to fund the acquisition of security cameras for the interior and exterior of the City Hall Annex from the Court Security Fee Fund.

WHEREAS, the need for the increase to this account requires a budget amendment;

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

SECTION I. That Ordinance 12-069 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, be amended as to the portion of said budget as follows for the purpose of purchasing security cameras for the interior and exterior of the City Hall Annex.

Increase Account:

241-0000-417.61-35	Equipment	\$	\$49,027
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SECTION II. That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

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

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

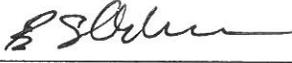
APPROVED

Daniel A. Corbin, MAYOR

ATTEST:

APPROVED AS TO FORM:

Paula A. Miller, CITY SECRETARY



for Kathryn H. Davis, CITY ATTORNEY

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

ZONING Case #Z13-21: R-1 (Single Family Residential District) to RT-1 (Residential Townhouse Single Family District) and NBD (Neighborhood Business District)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Nature of the Request

This request is to rezone approximately 1.692 acres from 'R-1' (Single-family Residential District) to 'NBD' (Neighborhood Business District). The applicant withdrew the RT-1 (Residential Townhouse Single-Family District) zoning portion of the rezone request during the Planning and Zoning Commission Meeting on July 8, 2013. The property abuts Stagecoach Road, Rosewood Drive, and Boxelder Trail and is locally addressed as 6010, 6100, 6102, 6104, and 6106 Boxelder Trail, Killeen, Texas.

A building or premises in the 'NBD' neighborhood business district shall only be used for the uses allowed within the 'B-3' local business district with the following exclusions:

1. Home for the aged.
2. Day camp/day care centers.
3. Hospital, home or center for the chronic ill.
4. Mortuary or funeral chapel.
5. Appliance (household) sales and service.
6. Boat and accessory sales, rental and service.
7. Marine supplies, sales and service.
8. Restaurant or café with drive-in or drive-through service.
9. Tennis or swim club.
10. Hotel or motel.
11. Gasoline service station in excess of four (4) pumps, auto laundry or car wash.
12. Auto parts sales, new at retail.
13. Theaters or general release.
14. Mini/self-storage facilities.
15. Outdoor fruits & vegetable sales (farmers market)
16. Auto repair.
17. Bowling alley.

Applicant/Property Owner: AJH Timber Ridge Estates, LLC

Property Location: The property is located on the northwest corner of the Stagecoach Road and Rosewood Drive intersection and is locally addressed as 6010, 6100, 6102, 6104, and 6106 Boxelder Trail.

Legal Description: The property is part of Lots 1-5, Block 17, Timber Ridge Estates, Phase Three.

Annexation/ Zoning/ Plat Case History:

- . This property was annexed into the City of Killeen effective July 27, 1970, per ordinance no. 70-27.
- . The property was platted as Lots 1-5, Block 17, Timber Ridge Estates, Phase Three, which was filed for record on January 21, 2005 in Cabinet D, Slide 32-C & D, Bell County Public Records.
- . A public hearing was held at the Planning and Zoning Commission meeting on October 4, 2010 to consider a rezone request for the subject site from R-1 (Single-family Residential District) to B-3 (Local Business District), and a motion to recommend disapproval passed by 5-2 (#Z10-30).

Character of the Area:

Existing Land Use(s) on the Property: Undeveloped parcel of land

Figure 1. Zoning Map

See attachment

Figure 2. Aerial Map

See attachment

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: This memorandum is to advise that water, sanitary sewer, and drainage utility services are available to the above subject properties located within the City of Killeen municipal utility service area. Adequate potable water and sanitary sewer capacity is currently available to the tract. It shall be noted that Public Works personnel have performed only a basic assessment of publicly-dedicated water and sanitary sewer infrastructure that would serve this property. Public storm drainage infrastructure is limited to public rights-of-way and detention of post development storm water run-off would be required.

The property owner and his agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analysis

related to development of the property is the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for development of the subject property, shall coordinate tie in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:

Existing conditions: Currently, direct vehicular access to Rosewood Drive (a designated minor arterial street per the City's adopted Thoroughfare Plan) is prohibited for Lots 1 through 5, Block 17, Timber Ridge Estates, Phase Three, via platted non-access easement (Cab. D, Slide 32 C&D); (Bell County Office of Real Property Records). In addition, direct vehicular access to Stagecoach Road (a designated minor arterial street per the City's adopted Thoroughfare Plan) is prohibited for Lot 5, Block 17, Timber Ridge Estates, Phase Three, by the same legal instrument. Discrete ingress/egress to either Rosewood Drive or Stagecoach Road would require amendment of the current platted access restrictions and must be supported by an Engineer-prepared access management study grounded in AASHTO design principles (i.e., in accordance with the design standards of the City's adopted Thoroughfare Development Manual). The properties have adequate and viable access to Boxelder Trail (a local residential street). Access to the properties must be supported by a mutual access concept under the proposed unified plan of development. Public works - Engineering staff do not support direct ingress/egress to Stagecoach Road for the proposed aggregate development.

Proposed Improvements: None at this time.

Projected Traffic Generation: Moderate upon build out.

Environmental Assessment

Topography: The site has elevations ranging from 760' to 764'.

Regulated Floodplain/Floodway/Creek: This property is located in a FEMA regulatory special flood hazard area (SFHA). The tract lies within a FEMA regulatory special flood hazard area characterized as Zone 'AE', where in detailed flood insurance study data define a Base Flood Elevation (BFE) and area of base-flood inundation. Future residential development would be required to be elevated 2-feet above the BFE. Future commercial development would be required to be elevated 2-feet above the BFE or flood proofed. All development within the FEMA regulatory special flood hazard area would require certification that the development does not cause a rise in BFE anywhere within the community.

Figure 3. FEMA Flood Map

See Attachment

Land Use Analysis

Land Use Plan: This area is designated as 'General Residential' on the future land use map (FLUM). Under Local Government Code section 213, the comprehensive plan is recognized under state law as the city's document for long range growth and development.

Plan Recommendation: The 'General Residential' character encourages detached residential dwellings as the primary focus, attached housing types subject to compatibility and open space

standards, planned developments with a mix of housing types subject to compatibility and open space standards, public/institutional, parks, and other public spaces. The characteristics of this designation include:

- . Predominantly R-1 zoning district with less openness and separation between dwellings compared to Suburban Residential areas.
- . Auto-oriented character that can be offset with architectural standards, landscaping, and limited uniform subdivision designs.
- . Neighborhood-scale commercial emerging over time for well-suited areas.

Consistency: Yes, neighborhood-scale commercial uses are encouraged for well-suited areas.

Public Notification

Staff notified ten (10) surrounding property owners within a 200' notification boundary. Staff received no responses.

RECOMMENDATION

The applicant withdrew the RT-1 (Residential Townhouse Single-Family District) zoning portion of the rezone request during the Planning and Zoning Commission Meeting, and the Planning and Zoning Commission subsequently recommended approval of the applicant's rezone request of approximately 1.692 acres from R-1 (Single-Family Residential) to NBD (Neighborhood Business District) with a unanimous vote.

Staff advised the Planning and Zoning Commission that the proposed zoning designation is consistent with the Comprehensive Plan future land use map and is compatible with the surrounding area. The Plan states that "going forward, it will be critical that sites of adequate size and depth are set aside along arterials" for logical retail corridors (p 2.11). The subject site is located along a principal arterial and minor arterial which would provide commercial reserves in a highly traveled area amid concentrated residential rooftops. In addition, the 'NBD' zoning district includes screening, buffer area, and architectural regulations that aid in assuring compatibility with surrounding residential uses.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RT-1 (RESIDENTIAL TOWNHOUSE SINGLE-FAMILY DISTRICT) AND NBD (NEIGHBORHOOD BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AJH Timber Ridge Estates, LLC have presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 2.642 acres, being part of Lots 1-5, Block 17, Timber Ridge Estates, Phase Three, from R-1 (Single-Family Residential District) to 0.95 acres of RT-1 (Residential Townhouse Single-Family District) and 1.692 acres of NBD (Neighborhood Business District); said request having been duly presented and recommended for approval of the NBD (Neighborhood Business District) portion only by the Planning and Zoning Commission of the City of Killeen on the 8th day of July 2013, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 30th day of July 2013, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the request should be approved;

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

SECTION I. That the zoning classification of the following described tracts of approximately 1.692 acres, being part of Lots 1-5, Block 17, Timber Ridge Estates, Phase

Three, changed from R-1 (Single-Family Residential District) to NBD (Neighborhood Business District). The property is located at the northwest corner of the Stagecoach Road and Rosewood Drive intersection and is locally addressed as 6010, 6100, 6102, 6104, and 6106 Boxelder Trail, Killeen, Texas.

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

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

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

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

APPROVED:

Daniel A. Corbin, MAYOR

ATTEST:

Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM

for 

Kathryn H. Davis, City Attorney

Case #13-21
Ord #13-__

Figure 3. FEMA Flood Map



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 8, 2013**

**CASE #Z13-21
R-1 TO RT-1 AND NBD**

HOLD a public hearing and consider a request by AJH Timber Ridge Estates, LLC to rezone part of Lots 1-5, Block 17, Timber Ridge Estates, Phase Three, from R-1 (Single Family Residential District) to NBD (Neighborhood Business District) and RT-1 (Residential Townhouse Single Family District), the property is locally known as 6010, 6100, 6102, 6104, and 6106 Boxelder Trail, Killeen, Texas.

Chairman Frederick requested staff comments.

Senior Planner Ferenc stated that this request is to rezone part of Lots 1-5, Block 17, Timber Ridge Estates, Phase Three from 'R-1' (Single-family Residential District) to 'RT-1' (Residential Townhouse Single-family District) and to 'NBD' (Neighborhood Business District). The applicant is AJH Timber Ridge Estates, LLC. The property abuts Stagecoach Road, Rosewood Drive, and Boxelder Trail and is locally known as 6010, 6100, 6102, 6104, and 6106 Boxelder Trail. The area requested for 'RT-1' zoning is 0.95 acres, and the area requested for 'NBD' zoning is 1.692 acres. The property is located on the northwest corner of Stagecoach Road and Rosewood Drive intersection.

The property owner and his agents were cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analysis related to development of the property is the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for development of the subject property, shall coordinate tie in to all publicly dedicated infrastructure with the Public Works Department.

This property is located in a FEMA regulatory special flood hazard area (SFHA). The tract lies within a FEMA regulatory special flood hazard area characterized as Zone 'AE', where in detailed flood insurance study data define a Base Flood Elevation (BFE) and area of base-flood inundation. Future residential development would be required to be elevated 2-feet above the BFE. Future commercial development would be required to be elevated 2-feet above the BFE or flood proofed. All development within the FEMA regulatory special flood hazard area would require certification that the development does not cause a rise in BFE anywhere within the community.

This area is designated as 'General Residential' on the future land use map (FLUM). Under Local Government Code section 213, the comprehensive plan is recognized under state law as the city's document for long range growth and development.

The 'General Residential' character encourages detached residential dwellings as the primary focus, attached housing types subject to compatibility and open space standards, planned developments with a mix of housing types subject to compatibility and open space standards, public/institutional, parks, and other public spaces. The characteristics of this designation include:

- Predominantly R-1 zoning district with less openness and separation between dwellings compared to Suburban Residential areas.
- Auto-oriented character that can be offset with architectural standards, landscaping, and limited uniform subdivision designs.
- Neighborhood-scale commercial emerging over time for well-suited areas.

Staff notified ten (10) surrounding property owners within a 200' notification boundary. Staff received no responses.

Staff did not recommend approval of the proposed 'RT-1' and 'NBD' baseline zoning designation as presented. It is staff's responsibility to implement the Comprehensive Plan through thoughtful application and appropriate zoning measures to support the Plan. The 'RT-1' district is not the most appropriate district with regard to the Comprehensive Plan's recommendation to allow attached housing types in the 'General Residential' future land use designation when subject to compatibility and open space standards. The relatively small area proposed for 'RT-1' zoning could lead to a lack of open space included in the development which is also not required by the Code of Ordinances. In addition, the prevailing zoning designation in the surrounding area is 'R-1' (Single-family Residential District) detached dwellings with the closest multi-family residential zoned parcel being approximately one (1) mile north of the subject site.

However, staff is amenable to the rezoning portions of the subject site to 'NBD' (Neighborhood Business District) in order to achieve consistency with the Comprehensive Plan and compatibility with the surrounding area. The Comprehensive Plan encourages neighborhood-scale retail and business uses over time for well-suited areas within the 'General Residential' land use designation. The Plan states that, "*going forward, it will be critical that sites of adequate size and depth are set aside along arterials*" for logical retail corridors (p 2.11). The subject site is located along a principal arterial and minor arterial which would provide commercial reserves amid concentrated residential rooftops and a highly traveled area. In addition, the 'NBD' zoning district includes screening, buffer area, and architectural regulations that aid in assuring compatibility with surrounding residential uses.

Mr. Kyle Wheatley, 5118 Spring Drive, Killeen, Texas, was present to represent this request. I was asked to bring in a prospective of the building layout with tonight. The RT-1 would act as a buffer between the NBD and the single family residences already in existence. If the RT-1 is not acceptable then he asked for NBD to be approved.

Chairman Frederick opened the public hearing. With no one requesting to speak the public hearing was closed.

Commissioner Dorroh motioned to recommend approval of the request as presented. Vice Chair Langford seconded the motion. The motion failed 3-4.

Vice Chair Langford motioned to recommend approval of only the NBD portion of the request. Commissioner Dehart seconded the motion. The motion passed 7 to 0.

Chairman Frederick stated that this will be heard by City Council on July 30, 2013 with a recommendation to approve the request for NBD only.



CASE #:

Z13-21

City of Killeen Zoning Change Application

Name(s) of Property Owner (s): AJH Timber Ridge Estates, LLC.

Address: P.O. Box 10994

City: Killeen State: TX Zip: 76547

Home Phone: () _____ Business Phone: (254) 338-2657 Cell Phone: _____

Name of Applicant: _____
(if different than Property Owner)

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Business Phone: () _____ Cell Phone: _____

Address/ Location of Property to be Rezoned: 6010, 6100, 6102, 6104, 6106 Boxelder Trail

Has the Property been Platted? X / N Part of Lots 1-5, Block 17, Timber Ridge Estates, Phase Three
Lot(s) Block(s) Subdivision

Legal Description: _____
Metes and Bounds Description

Is there a simultaneous plat of this property? _____
(Plat Name)

Type of Ownership: _____ Sole Ownership _____ Partnership Corporation _____ Other

Recorded Copy of Warranty Deed: Is copy of the deed attached? YES NO

Present Zoning(s): R1 Present Use: Vacant

Proposed Zoning(s): RT-1/NBD Proposed Use: Townhomes/Neighborhood Business District

APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Kyle Wheatley

Mailing Address: 2107 Memory Ln

City: Harker Heights State: Tx Zip: 76548

Home Phone: () _____ Business Phone: (254) 699-8909 Cell Phone: 254 681-3045

I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City; make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application, are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, **I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter.** If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to "I", "my," or "me" is a reference to the entity.

Signature of Agent [Signature] Title Agent

Printed/Typed Name of Agent Kyle Wheatley Date 5-23-13

Signature of Property Owner [Signature] Title Owner

Printed/Typed Name of Property Owner SON HEINER Date 5-23-13

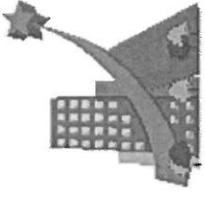
Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

* Applications must be signed by the individual applicant, each partner of a partnership, or by an authorized officer of a corporation or association.



PLANNING AND DEVELOPMENT SERVICES

ZONING CASE:

#Z13-21

ZONING FROM:

R1 TO RT1

PROPERTY OWNER:

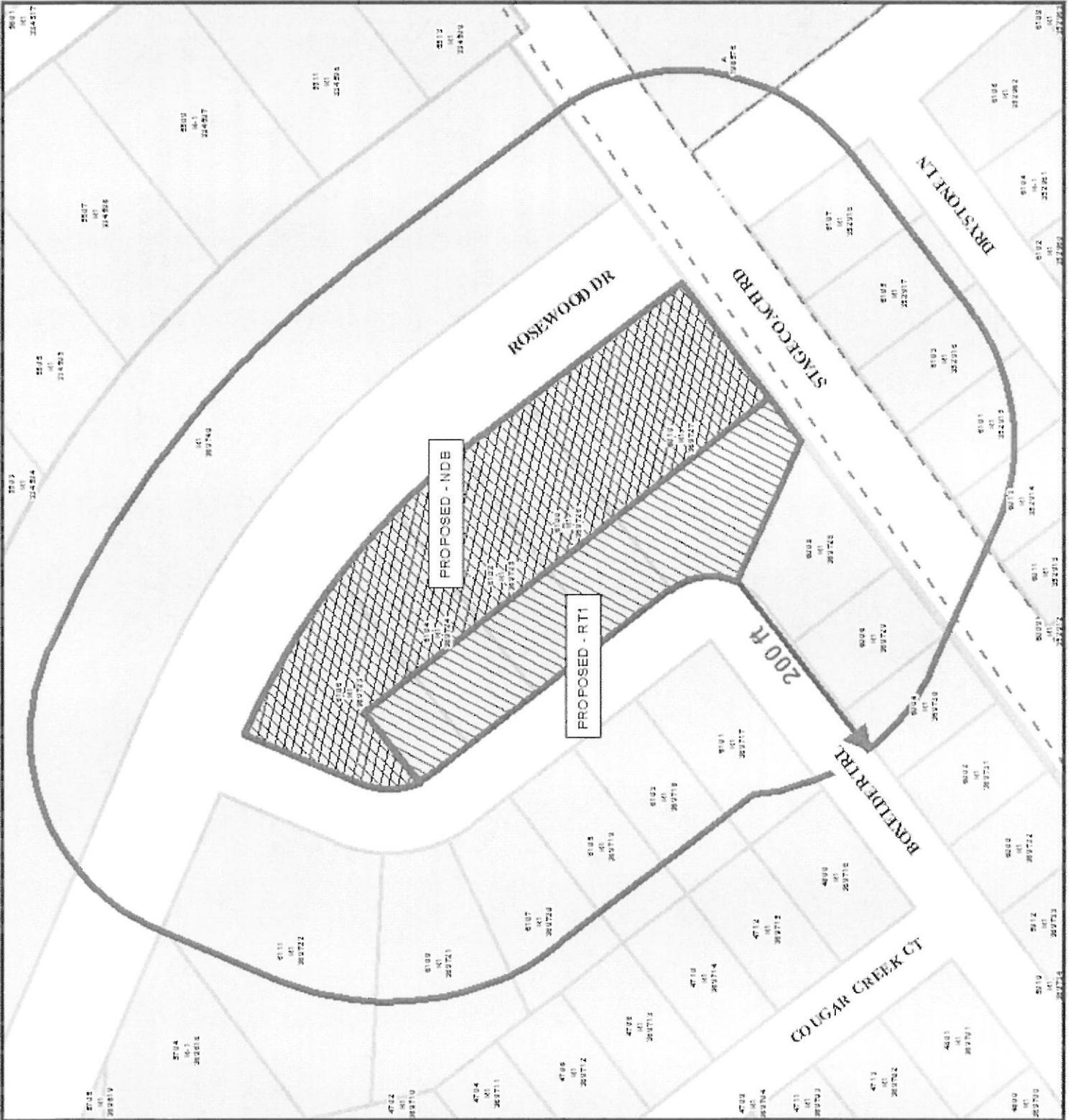
AJH TIMBER RIDGE ESTATES LLC

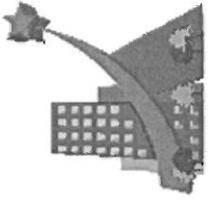
LEGEND

- 200 Ft. Buffer
- Zoning R1 To RT1
- Zoning R1 To NDB
- Current Zoning
- Subdivision
- Parcel
- City Limits



Date: 6/6/2013





PLANNING AND DEVELOPMENT SERVICES

ZONING CASE:

#Z13-21

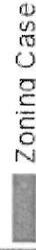
ZONING FROM:

R1 TO RT1
& R1 TO NDB

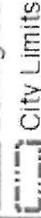
PROPERTY OWNER:

AJH TIMBER RIDGE
ESTATES LLC

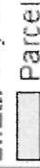
Legend



Zoning Case



City Limits

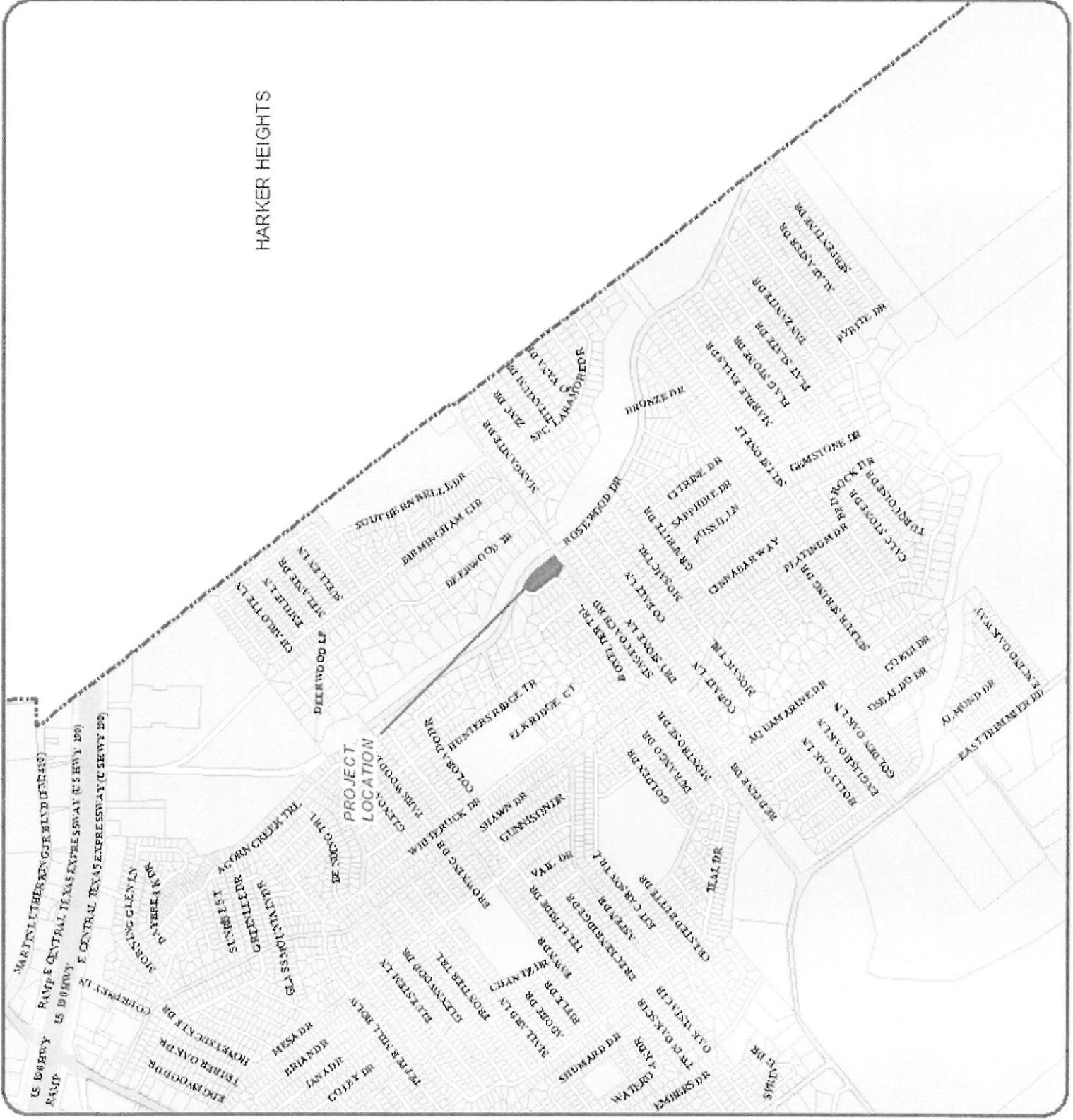


Parcel



Date: 6/6/2013

HARKER HEIGHTS



CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

CONSIDER A PETITION TO EXTEND THE CORPORATE CITY LIMITS OF THE CITY OF KILLEEN BY ANNEXING APPROXIMATELY 1.339 ACRES LOCATED ALONG THE WEST RIGHT-OF-WAY OF S.H. 195, DIRECTLY WEST OF THE INTERSECTION OF S.H. 195 AND FM 2484.

ORIGINATING DEPARTMENT

**Planning and Development Services
Department**

BACKGROUND INFORMATION

The City of Killeen is permitted by the Local Government Code (LGC) §43.028 to accept and act on petitions for voluntary annexation. Glenn and Patricia Collins, the petitioners, submitted a complete petition to the planning staff on July 10, 2013, requesting the City of Killeen annex approximately 1.339 acres, being out of the Richard A. McGee Survey, Abstract No. 561, Bell County, Texas. The property is located on the west right-of-way of S. H. 195, directly west of the intersection of S.H. 195 and FM 2484. The owner would like to incorporate this additional 1.339 acre property into the city limits for a future commercial enterprise. Currently the subject property is part of a larger 21.127 parent tract covered by a Development Agreement (recorded as instrument # 2008-00004872).

The planning staff has been discussing economic development opportunities for this subject property with Mr. and Mrs. Collins for over three years. Mr. and Mrs. Collins previously annexed a 1.11 acre tract of land into the city limits on October 19, 2010, per ordinance #10.065. That property was subsequently zoned from 'A' (Agricultural District) to B-3 (Local Business District) on December 14, 2010, per ordinance #10-070. The purpose of this annexation request is to provide for additional land area for a two lot subdivision, and future commercial development. It is expected that Mr. and Mrs. Collins' efforts will yield additional economic development and tax revenue for the City of Killeen.

DISCUSSION/CONCLUSION

The LGC requires that the governing body hear the petition and hear arguments for and against, and grant or refuse the petition after the 5th day, but before the 30th day, after the petition is filed. If the petition is granted, the planning staff will prepare an ordinance to effect the annexation. The 1.339 acres, when annexed, will initially be zoned 'A' (Agricultural District) as per Killeen Code of Ordinances section 31-24.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends that the City Council approve the applicants' petition for the voluntary annexation of 1.339 acres in to the corporate limits of the City of Killeen, and direct the City Manager to have an annexation ordinance prepared. If approved, the City Council will take action on an ordinance extending the corporate city limits at a regular meeting of August 27, 2013.

The City Council timeline for the annexation is as follows:

Consideration of the voluntary annexation petition: 7/23 Workshop and 7/30 Regular meeting;

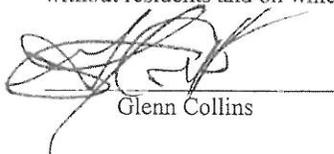
Consideration of the voluntary annexation ordinance: 8/20 Workshop and 8/27 Regular Meeting.

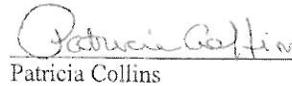
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF KILLEEN, TEXAS,
A HOME RULE MUNICIPALITY:

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

See attached Exhibits A and B

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

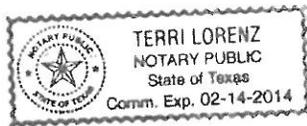

Glenn Collins


Patricia Collins

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

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

Given under my hand and seal of office, this 9th day of July 2013.

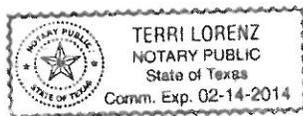



Notary Public in and for the
State of Texas

Commission Expires: 2-14-2014

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

Given under my hand and seal of office, this 9th day of July 2013.




Notary Public in and for the
State of Texas

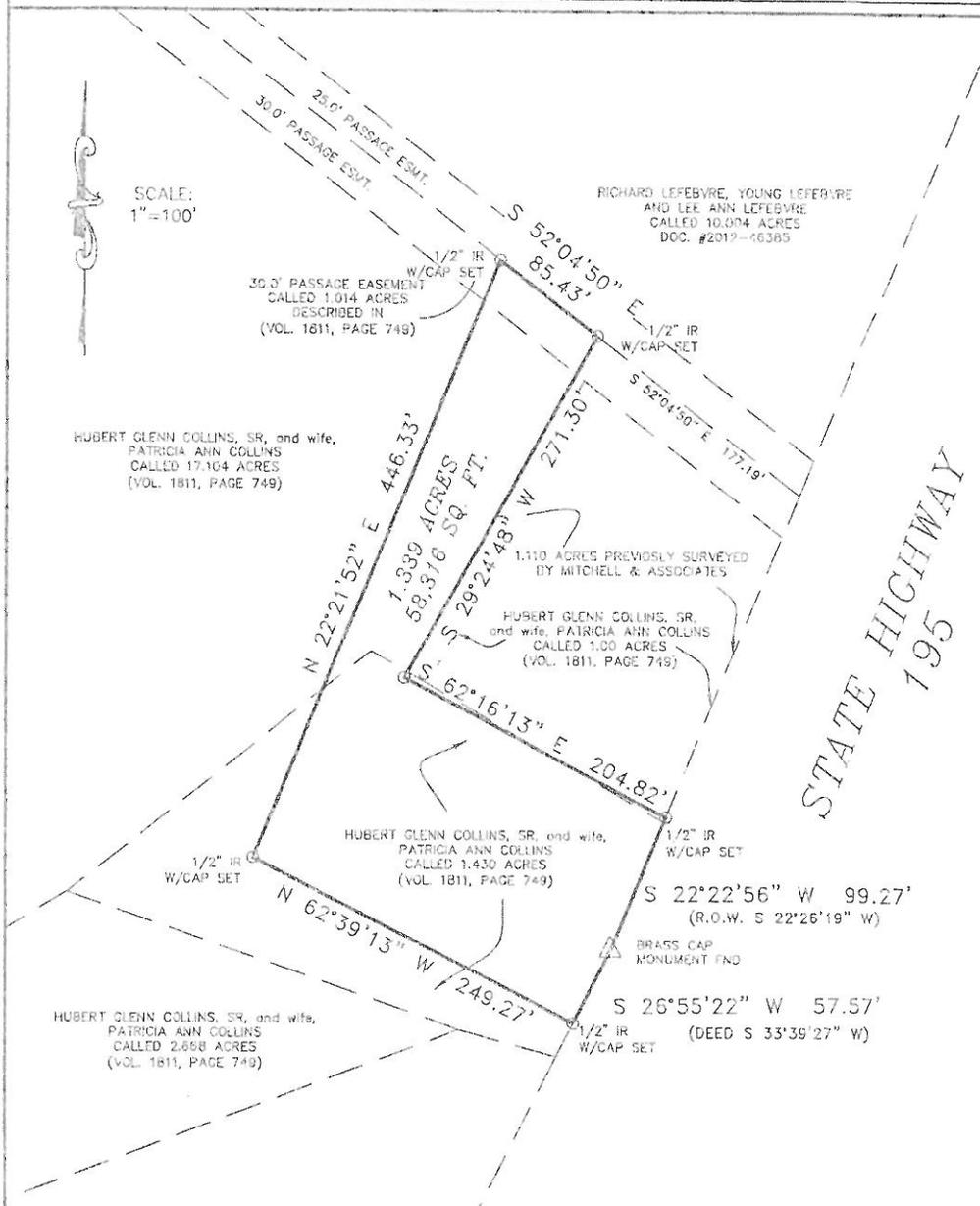
Commission Expires: 2-14-2014



MITCHELL & ASSOCIATES, INC.
 ENGINEERING & SURVEYING
 102 N. COLLEGE ST., KILLEEN, TEXAS (254) 634-5541
 T. B. P. L. S. FIRM REGISTRATION NO. 100204-00



SCALE:
 1"=100'



*** SEE FIELD NOTES ***

PROPOSED VOLUNTARY ANNEXATION
 1.339 ACRES (58,316 SQ. FT.), PART OF THE RICHARD A. McGEЕ SURVEY,
 ABSTRACT NO. 561, BELL COUNTY, TEXAS.

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

IN WITNESS THEREOF, My hand and seal this the 10th day of July, 2013.

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



Exhibit A

PROPOSED VOLUNTARY ANNEXATION
1.339 ACRES

FIELD NOTES for a 1.339 acre tract of land in Bell County, Texas, being part of the Richard A. McGee Survey, Abstract No. 561, and the land herein described being part of a called 1.00 acre tract, a 1.430 acre tract and a 17.104 acre tract conveyed to Hubert Glenn Collins, Sr. and wife, Patricia Ann Collins, of record in Volume 1811, Page 749, Deed Records of Bell County, Texas, and part of a called 1.014 acre tract conveyed to Hubert G. Collins and Patricia A. Collins, of record in Volume 4030, Page 748, Official Public Records of Real Property, Bell County, Texas (O.P.R.R.P.B.C.T.), and more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN", set on the north line of said 1.014 acre tract and the south line of a called 19.004 acre tract conveyed to Richard Lefebvre, Young Lefebvre and Lee Ann Lefebvre, of record in Document #2012-46385, O.P.R.R.P.B.C.T., for the northerly northeast corner of this tract, whence a 1/2" iron rod found on the northwest right-of-way line of State Highway 195 at the northwest corner of a called 0.104 acre tract described in Condemnation Proceeding, of record in Volume 3844, Page 639, Official Public Records of Real Property, Bell County, Texas, bears S. 52° 04' 50" E., 177.19 feet;

THENCE S. 29° 24' 48" W., 271.30 feet, over and across said 1.014, 1.00, 1.430 and 17.104 acre tracts, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN, set for an interior corner of this tract;

THENCE S. 62° 16' 13" E., 204.82 feet, over and across said 1.430 acre tract and said 1.00 acre tract, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN", set on the west right-of-way line of said State Highway 195 and the west line of said 0.104 acre tract, for the southerly northeast corner of this tract;

THENCE S. 22° 22' 56" W., 99.27 feet, with the west right-of-way line of said State Highway 195 and the west line of said 0.104 acre tract, to a brass cap highway monument found at the south corner of said 0.104 acre tract on the east line of said 1.430 acre tract, for an angle corner of this tract;

THENCE S. 26° 55' 22" W., 57.57 feet, with the west right-of-way line of said State Highway 195 and the east line of said 1.430 acre tract, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN", set for the southeast corner of this tract;

THENCE N. 62° 39' 13" W., 249.27 feet, over and across said 1.430 acre tract, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN, set for the southwest corner of this tract;

THENCE N. 22° 21' 52" E., 446.33 feet, over and across said 1.430, 17.104 and 1.014 acre tracts, to a 1/2" iron rod with cap stamped "M&ASSOC KILLEEN, set on the north line of said 1.014 acre tract and the south line of said 19.004 acre tract, for the northwest corner of this tract;

THENCE S. 52° 04' 50" E., 85.43 feet, with the north line of said 1.014 acre tract and the south line of said 19.004 acre tract, to the POINT OF BEGINNING containing 1.339 acres of land.

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

See accompanying drawing.
Revised July 11, 2013. (Bearing in 1st Call)

STATE OF TEXAS
COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I, Rex D. Haas, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract and that this description is true and correct to the best of my knowledge and belief. Survey completed on the ground March 6, 2013.

IN WITNESS THEREOF, my hand and seal this the 10th day of July, 2013, A. D.


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



CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

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

ORIGINATING DEPARTMENT

City Attorney

BACKGROUND INFORMATION

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

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

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

DISCUSSION/CONCLUSION

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

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

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

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

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

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

FISCAL IMPACT

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

RECOMMENDATION

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

ORDINANCE NO. 13- _____

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

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

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

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

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

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

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

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

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

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

SECTION I.

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

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

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

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

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

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

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

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

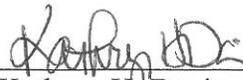
APPROVED

Daniel A. Corbin, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:



Kathryn H. Davis, CITY ATTORNEY

ORD _____

Date: _____

CONSENT AND DEVELOPMENT AGREEMENT

[BELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2]

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

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

INTRODUCTION

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

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

**ARTICLE I.
DEFINITIONS**

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

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

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

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

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

City Manager: The City Manager of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. CREATION OF DISTRICT; DIVISION; CITY ANNEXATION

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

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

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

Section 2.03 City Annexation.

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

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

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

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

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

ARTICLE III. WATER AND WASTEWATER FACILITIES AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. DEVELOPMENT

Section 4.01 General Development Matters.

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

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

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

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

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

Section 4.02 Park and HOA Matters.

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

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

Section 4.03 Drainage; Other Utilities and Services.

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

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

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

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

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

Section 4.04 Roadway Matters.

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

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

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

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

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

**ARTICLE V.
FINANCIAL AND BONDS**

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

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

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

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

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

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

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

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

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

ARTICLE VI. TERM; ASSIGNMENT; COOPERATION

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

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

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

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

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

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

* * *

[signature page follows]

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

CITY:

CITY OF KILLEEN, TEXAS

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

Date: _____

DEVELOPER:

WBW LAND INVESTMENTS, LP, a Texas limited partnership

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

By: _____
Bruce Whitis, Manager

Date: _____

DISTRICT:

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

By: _____

Name: _____

President, Board of Directors

Date: _____

ATTEST:

By: _____

Name: _____

Secretary, Board of Directors

EXHIBIT A
[Metes and Bounds Description of the Land]

FIELD NOTES
1373.0 ACRE TRACT
BELL COUNTY, TEXAS

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

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

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

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

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

THENCE S. 20° 46' 59" E., with the east line of said 64 acre tract and the west line of said remainder of 160 acre tract, at a distance of 3250.00 feet, pass the southwest corner of said remainder of 160 acre tract and the northwest corner of that certain tract conveyed to Donna Ray Hoskins, of record in Document #2007-8403, Official Public Records of Real Property, Bell County, Texas, continuing on same course with the west line of said Hoskins tract for a total distance of 6232.52 feet, to a fence corner post found at an angle corner of said 641 acre tract (deed conflict in this area) and a corner of said Hoskins tract, for an angle corner of this tract;

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

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

1. S. 35° 51' 20" E., 170.97 feet, to a fence corner post, for an angle corner of this tract;
2. S. 45° 06' 04" E., 131.17 feet, to a fence corner post, for an angle corner of this tract;
3. S. 50° 53' 53" E., 255.46 feet, to a fence corner post, for an angle corner of this tract;
4. S. 77° 38' 37" E., 258.24 feet, to a 3/8" iron rod at the most northerly northeast corner of said 397.433 acre tract, being at an angle corner to the west line of a called 163.343 acre tract conveyed to Gary L. McLean, Trustee of the Gary L. McLean 1998 Trust, of record in Volume 5833, Page 505, Official Public Records of Real Property, Bell County, Texas, for an angle corner of this tract;

THENCE S. 23° 56' 01" E., 1662.98 feet, with the westerly east line of said 397.443 acre tract and the west line of said 163.343 acre tract, to a 5/8" iron rod at an interior corner of said 397.433 acre tract and the southwest corner of said 163.343 acre tract, for an interior corner of this tract;

THENCE N. 69° 30' 36" E., 1750.30 feet, with a north line of said 397.443 acre tract and the southerly south line of said 163.343 acre tract, to a 3/8" iron rod with cap stamped "M&ASSOC KILLEEN" at an interior corner of said 397.433 acre tract and the westerly southeast corner of said 163.343 acre tract, for an "L" corner of this tract;

THENCE N. 20° 30' 33" W., 234.41 feet, with a west line of said 397.443 acre tract and the westerly east line of said 163.343 acre tract, to a 60D nail at an "L" corner of said 397.433 acre tract and an interior corner of said 163.343 acre tract, for an "L" corner of this tract;

1373.0 Acre Notes (cont'd)

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

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

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

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

THENCE S. 69° 41' 54" W., 1081.06 feet, with a south line of said 397.443 acre tract and the north line of said 211.067 acre tract, to a 1/2" iron pipe at an interior corner of said 397.433 acre tract and the northwest corner of said 211.067 acre tract, for an interior corner of this tract, whence a 3/8" iron rod found bears N. 69° 22' 11" E., 1740 feet;

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

THENCE N. 68° 26' 19" E., 454.34 feet, east along the north line of said WLI tract, and south line of said Zynda tract, 454.73/100 feet to a Corps of Engineers Concrete Monument stamped number 4-84 for the northeast corner of said WLI tract, also being the southwest corner of a tract described in the deed to the United States of America TRACT No. 412 recorded in volume 915, page 16 of said Deed Records, also being the northwest corner of the tract described in the deed to the United States of America, TRACT No. 504, recorded in volume 896, page 606 of said Deed Records;

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

1. S. 08° 40' 04" W., 406.36 feet to a Corps of Engineers Concrete Monument stamped number 5-94;
2. S. 08° 51' 47" W., 329.27 feet to a Corps of Engineers Concrete Monument stamped number 5-93;
3. N. 57° 21' 58" E., 691.51 feet to a Corps of Engineers Concrete Monument stamped number 5-92;
4. S. 32° 38' 49" E., 388.37 feet to a Corps of Engineers Concrete Monument stamped number 5-91;
5. S. 88° 52' 36" E., 756.76 feet to a Corps of Engineers Concrete Monument stamped number 5-90; and
6. S. 12° 07' 03" W., 898.64 feet to a 5/8 inch iron rod set, from said 5/8 inch iron rod set, a Corps of Engineers Concrete Monument found stamped number 5-89 bears S. 12° 07' 03" W., 157.24 feet.

THENCE S. 71° 30' 40" W., 3343.47 feet to a 5/8 inch iron rod in the east margin of Live Oak Cemetery Road, a 60 feet right of way width and being in the west line of said WLI tract.

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

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

THENCE N. 45° 04' 22" E., 433.10 feet, departing the north margin of Live Oak Cemetery Road, to a 5/8 inch iron rod, being the southeast corner of said 23.31 acre tract and west line of said 10.21 acre tract to a 5/8 inch iron rod.

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

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

1373.0 Acre Notes (cont'd)

THENCE N. 19° 57' 15" W., 44.84 feet to an iron rod in the south right of way line of Acorn Lane as described in a Final Judgment recorded in Number 95,540-B District Court Records, Bell County, Texas and being in the called west line of said WBI tract

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

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

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

THENCE N. 41° 23' 49" W., 963.35 feet, with a west line of said 397.443 acre tract, the east line of said 11.25 acre tract and the east line of a called 5.82 acre tract conveyed to Arthur W. Lutz, of record in Volume 3326, Page 241, Official Public Records of Real Property, Bell County, Texas, to a 3/8" iron rod found at an angle corner of said 397.433 acre tract and the northeast corner of said 5.82 acre tract, being the northerly southeast corner of said 641 acre tract, for an interior corner of this tract;

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

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

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

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

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

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

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

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

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

THENCE N. 21° 24' 51" W., 1234.85 feet, with the west line of said 641 acre tract and the easterly east line of said 296.02 acre tract, to a 3/4" iron pipe at an "L" corner of said 641 acre tract and the northeast corner of said 296.02, for an "L" corner of this tract;

CLOSURE REPORT

New Feb 21 2013

LINE	Bearing	Distance
REWORKING		
LINE 1	N 69°49'50" E	1067.17
LINE 2	S 20°35'36" E	3966.74
LINE 3	N 66°37'45" E	125.87
LINE 4	S 20°45'59" E	6232.52
LINE 5	S 21°10'54" W	49.05
LINE 6	S 15°11'29" E	170.97
LINE 7	S 65°16'04" E	131.17
LINE 8	S 60°53'53" E	255.46
LINE 9	S 17°38'37" E	258.24
LINE 10	S 23°16'01" E	1862.98
LINE 11	N 69°36'36" E	1750.30
LINE 12	N 20°50'33" W	274.41
LINE 13	N 69°36'14" E	867.04
LINE 14	S 21°16'22" E	368.88
LINE 15	N 63°23'10" E	2136.36
LINE 16	S 20°03'40" E	1548.93
LINE 17	N 69°41'54" W	1081.06
LINE 18	S 20°13'00" E	2701.19
LINE 19	N 68°27'19" E	454.34
LINE 20	S 08°40'04" W	406.56
LINE 21	S 08°51'47" W	329.27
LINE 22	N 57°21'58" E	691.51
LINE 23	S 32°18'49" E	388.37
LINE 24	S 88°52'36" E	756.76
LINE 25	E 12°07'03" W	898.64
LINE 26	S 77°30'40" W	2543.47
LINE 27	N 65°05'28" W	331.65
LINE 28	N 61°24'53" W	455.72
LINE 29	N 43°33'18" W	276.34
LINE 30	N 63°06'22" E	433.20
LINE 31	N 15°57'14" W	2251.68
LINE 32	S 70°05'32" W	746.12
LINE 33	N 19°57'13" W	44.24
LINE 34	S 65°30'06" W	200.43
LINE 35	S 69°02'53" W	913.74
LINE 36	N 20°32'43" W	1692.15
LINE 37	N 41°27'49" W	963.35
LINE 38	S 65°46'25" W	284.77
LINE 39	S 68°26'30" W	152.96
LINE 40	S 07°48'19" E	907.55
LINE 41	S 08°00'42" W	39.12
LINE 42	S 12°47'58" E	315.66
LINE 43	S 57°19'43" W	454.18
LINE 44	S 85°16'28" W	1884.75
LINE 45	N 20°41'14" W	4066.70
LINE 46	N 90°43'06" E	581.76
LINE 47	N 21°24'51" W	1231.85
LINE 48	S 03°16'01" W	12.85
LINE 49	N 21°16'52" W	2640.55
LINE 50	N 21°16'19" W	137.66
LINE 51	N 20°30'15" W	143.82
LINE 52	N 20°35'42" W	933.30
LINE 53	N 26°11'59" W	13.51
LINE 54	N 29°27'36" W	58.34
LINE 55	N 64°41'30" E	1432.82
LINE 56	N 25°28'55" W	2694.54
LINE 57	S 69°08'30" E	342.07
LINE 58	N 21°09'46" S	890.93
END-BEGINNING		

Closure Error Distance> 0.00000
 Total Distance> 99690.085
 Area: 59237809.9 sq ft, 1373.0 acres



A. W. Kessler
 2-21-13

EXHIBIT B
[Design Standards]

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

A. TOTAL DEVELOPMENT INTENSITY

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

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

Development standards:

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

Setback encroachment:

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

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

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

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

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

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

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

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

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

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

Garage doors are limited to 2-car garage size.

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

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

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

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

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

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

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

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

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

Required landscaping:

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

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

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

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

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

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

C. MULTI-FAMILY RESIDENTIAL USE

Development standards:

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

Setback encroachment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. COMMERCIAL USE

Development standards:

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

Setback encroachment:

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

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

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

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

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

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

E. STREETS

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

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

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

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

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

Traffic Calming:

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

F. PARKLAND AND OPEN SPACE

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

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

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

EXHIBIT C
[Drainage Standards]

Exhibit C - Design Standards

Bell County Municipal Utility District No. 2

1. DRAINAGE POLICY

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

2. DETERMINATION OF STORM RUNOFF

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

3. STREET FLOW

3.1. General

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

3.2. Parkway

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

3.3. Boulevard

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

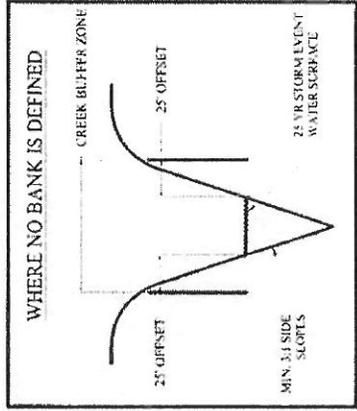
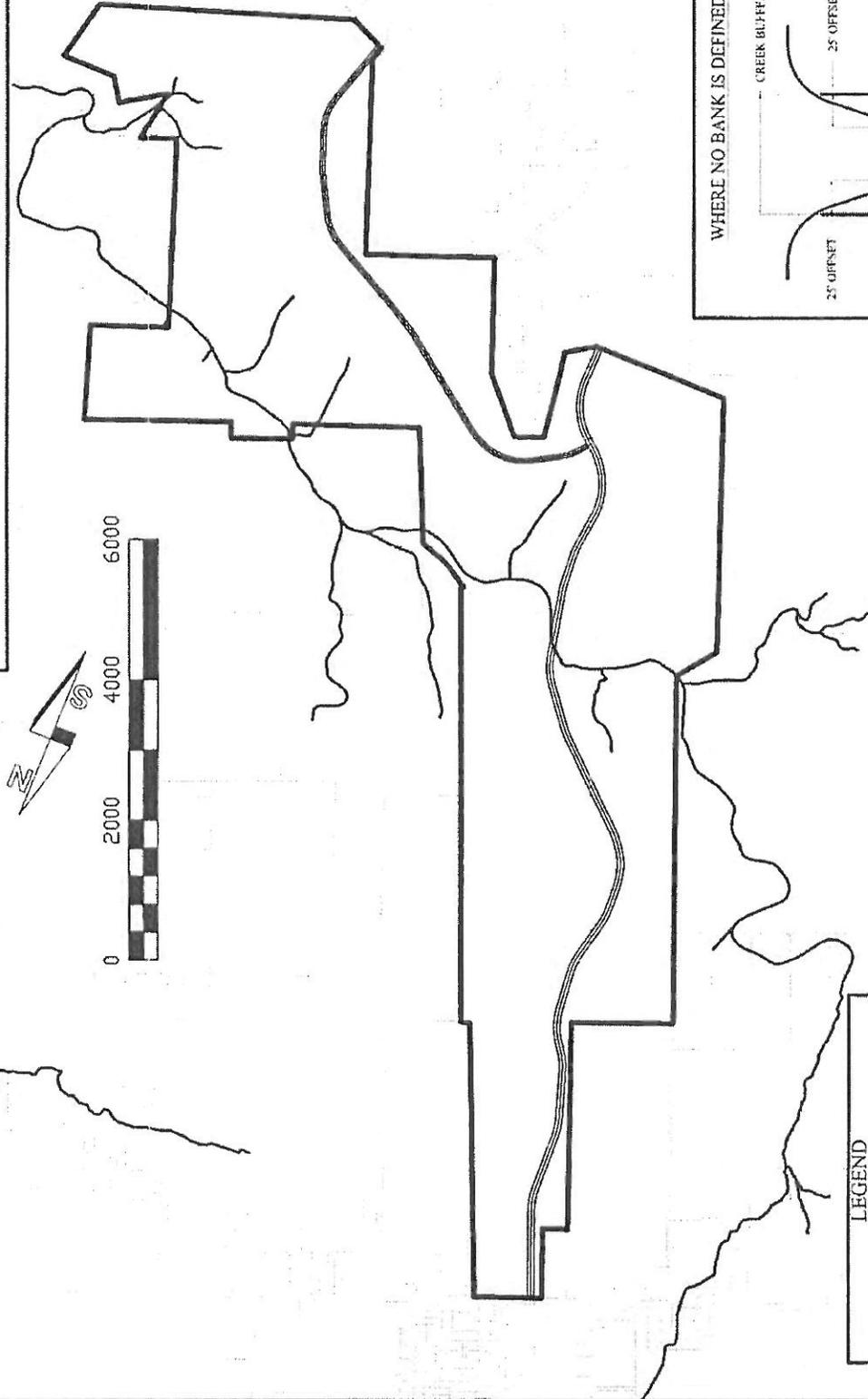
3.4. Residential Streets

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

4. INLETS

- 4.1. Inlets on streets of less than 0.50% grade shall be considered sag-condition inlets.
- 4.2. Inlets shall be designed using Winstorm or other generally accepted engineering methods.
- 4.3. The hydraulic grade line elevation shall not exceed the water surface elevation at inlets or other points of relief.
- 4.4. Grate inlets shall be designed using a 50% clogging factor
5. STORM DRAINS
 - 5.1. HDPE may be used except under roadways so long as the HDPE pipe is installed and backfilled according to manufacturer specifications. RCP, or other City accepted material, shall be used under roadways. RCP shall be Class III with minimum 2' of cover in all cases (paved and unpaved) without an engineering analysis. If minimum cover cannot be attained, Design Engineer shall use higher strength (Class IV or V) pipe sufficient to support the expected load.
 - 5.2. Storm drain pipes shall be designed using Winstorm or other generally accepted engineering methods.
 - 5.3. Junction boxes must be used for horizontal alignment breaks exceeding forty-five degrees. Pre-fabricated fittings may be used for alignment breaks when such break is within fifteen feet of an inlet, junction box, or other access point or when the horizontal alignment break is less than or equal to forty-five degrees.
 - 5.4. Velocities within storm drains, during the design storm, shall not be less than 2.5 fps.
 - 5.5. Energy dissipation shall be used at outfalls where maximum outfall velocities exceed fifteen feet per second unless the earthen conditions in the immediate area are determined to be erosion resistant for these velocities.
 - 5.6. Pipe diameter shall not be less than eighteen inches (inside diameter).
 - 5.7. Storm drain access shall be provided a minimum of every 500 feet.
 - 5.8. Storm sewer bedding shall be to 6 inches above the top of pipe or to Applicable Rules (whichever is greater).
6. OPEN CHANNELS
 - 6.1. Earthen Channels
 - 6.1.1. Channels shall be designed so that velocities during the 100-yr storm event do not exceed six feet per second (velocities may exceed six feet per second if the side slopes are stabilized or the Design Engineer determines the channel slopes are not subject to erosion).
 - 6.1.2. Channels less than or equal to four feet deep shall be designed with a 3:1 (H:V) side slope. Channels greater than four feet deep shall be designed with a 4:1, or flatter, side slope. The Design Engineer may determine steeper side slopes are permissible if the slopes are stabilized or the design engineer determines the channel slopes are not subject to erosion.
 - 6.1.3. Channels freeboard shall be equivalent to the 100-yr storm event velocity head.
 - 6.1.4. Channels, not adjacent to roadways, shall have a fifteen foot maintenance bench. The maintenance bench shall not be inundated during the 5-yr storm event. The maintenance bench may have ten percent cross slope.
 - 6.1.5. Channels steeper than 6:1 must be designed and constructed so that top-of-bank is not within two feet of property line or respective drainage easement.
 - 6.1.6. Constructed channels shall be seeded or stabilized using other erosion control methods.
 - 6.2. Concrete channels shall be designed according to City of Killeen's adopted Drainage Design Manual (DDM) dated 11/8/2011.
 - 6.3. Drop structures and energy dissipators shall be designed according to Sections 6.5-6.7 City of Killeen's adopted Drainage Design Manual (DDM) dated 11/8/2011. Drop structure or energy dissipater may be designed using HEC-11 (Design of Riprap Revetment), HEC-14 (Hydraulic Design of Energy Dissipators for Culverts and Channels), or other generally accepted engineering methods.
7. CULVERTS/BRIDGES
 - 7.1. Culverts and bridges shall be designed using HY-8, HEC RAS, or other generally accepted engineering methods.
 - 7.2. Water surface elevation for the 100-yr storm event may not be more than 6" over residential TOC and 3" over parkway/boulevard/collector TOC. Culverts shall be design to convey the 25-yr storm event without roadway over-topping.
 - 7.3. Outfall improvements shall be designed using HEC 11, HEC 14 or other generally accepted engineering methods.
8. EROSION AND SEDIMENT CONTROL
 - 8.1. Development shall be designed to State of Texas and Bell County Erosion Control Standards.
 - 8.2. Developer shall provide the City of Killeen with a copy of the Storm Water Pollution Prevention Plan.
9. POST CONSTRUCTION ORDINANCE
 - 9.1. Development shall be subject to City of Killeen's adopted Drainage Design Manual Section 9 dated 11/8/2011 so long as property located in Killeen's ETJ is subject to the Post Construction Ordinance at the time this agreement is executed.
 - 9.2. Creek Buffer Zones shall be the area within a 25 ft offset from the top of bank on each side of the Creek Buffer Zone Center Lines (see below illustration). If top-of-bank locations are indeterminate, the illustrate inset shall be used to determine Creek Buffer Zone boundaries.

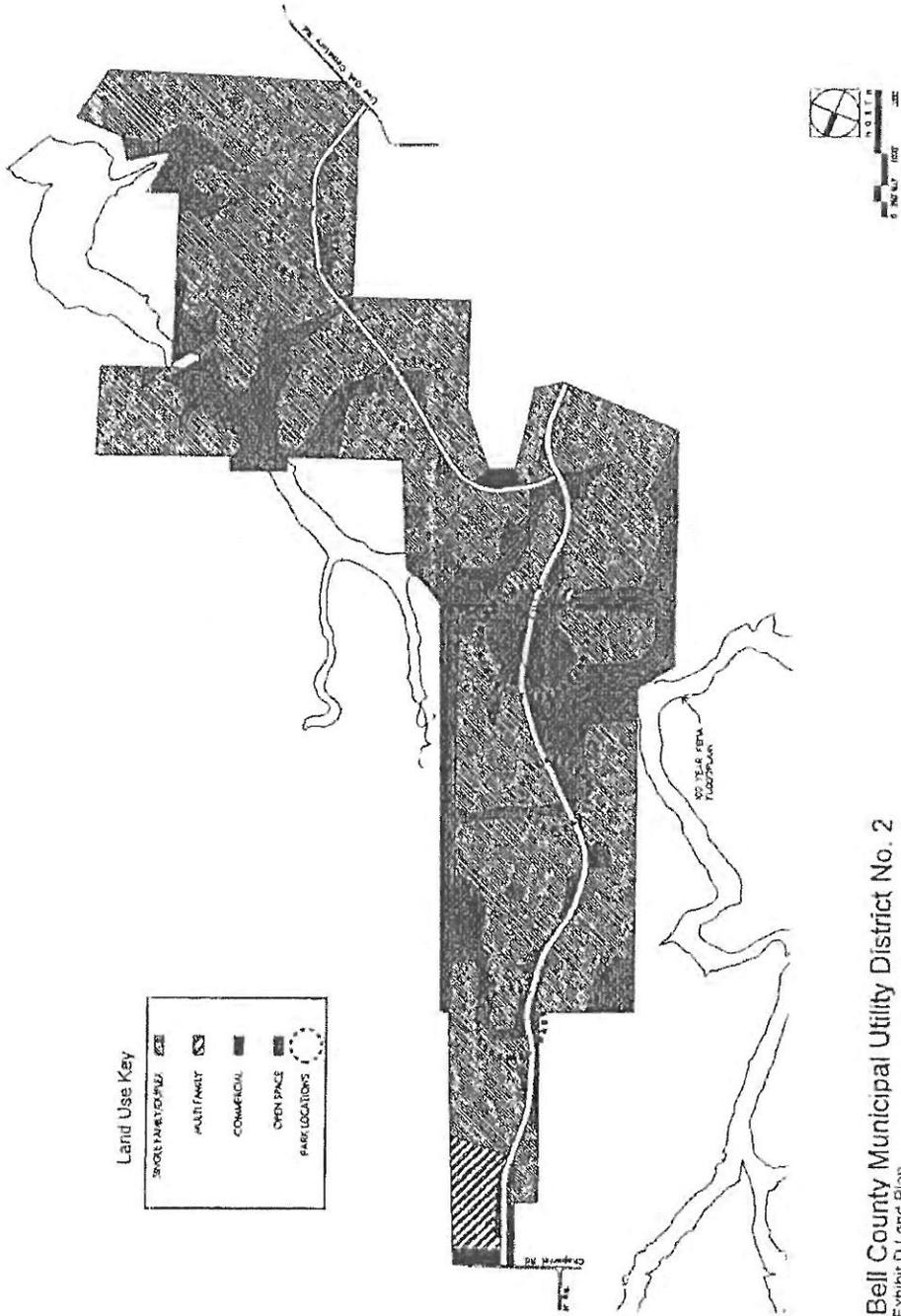
CREEK BUFFER ZONE MAP



LEGEND

PROPERTY BOUNDARY	—————
CREEK BUFFER ZONE	—————
CENTER LINES	===== ===== =====
ROADWAYS	===== ===== =====

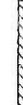
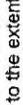
EXHIBIT D
[Land Plan]



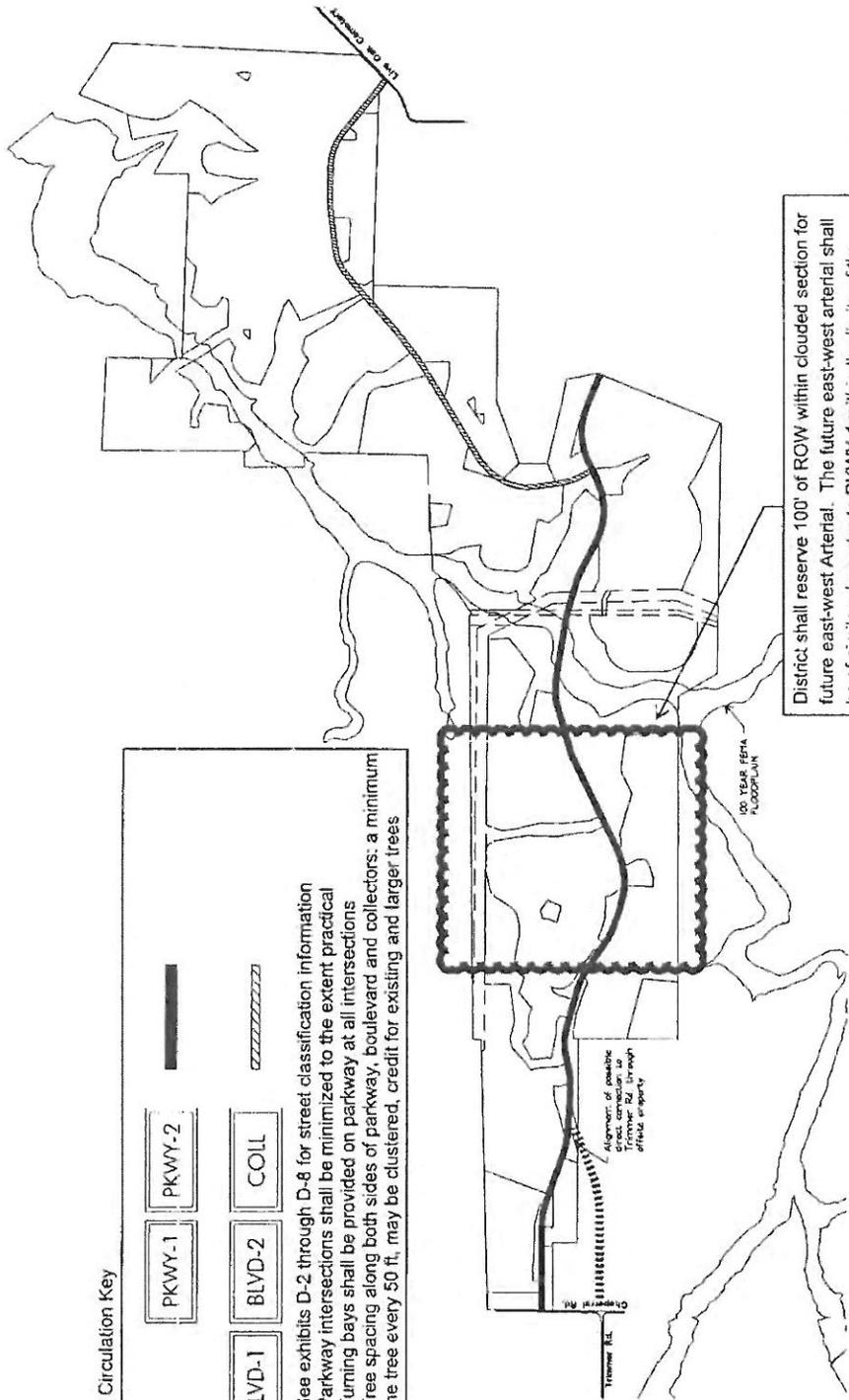
Bell County Municipal Utility District No. 2
 Exhibit D Land Plan
 Feb. 8, 2013

EXHIBIT E
[Roadway Plan]

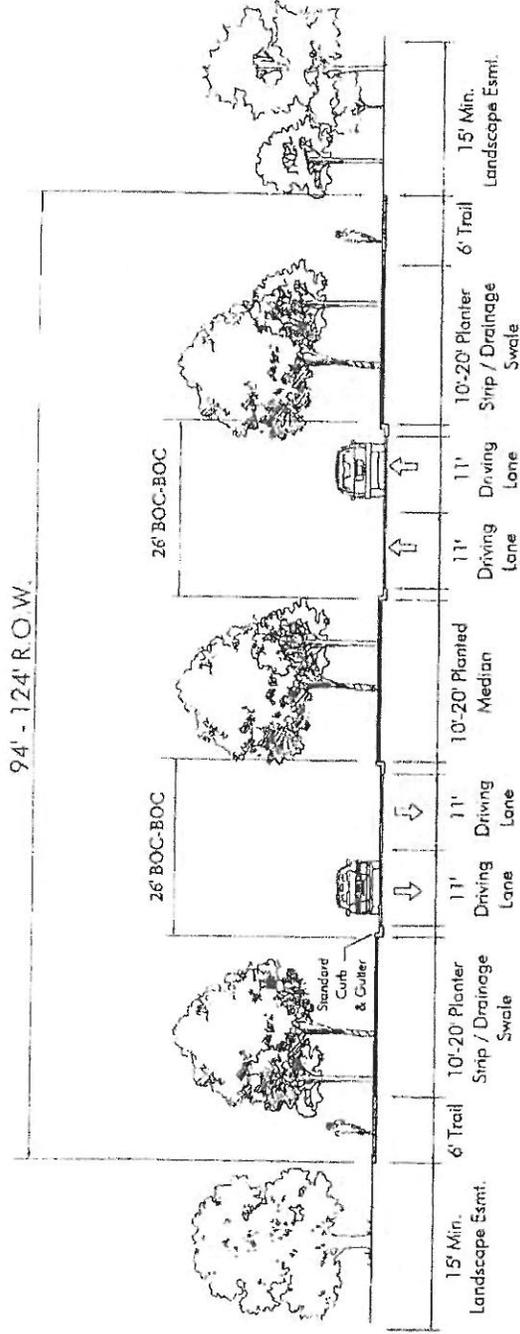
Street Circulation Key

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

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



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

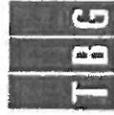


Street Features

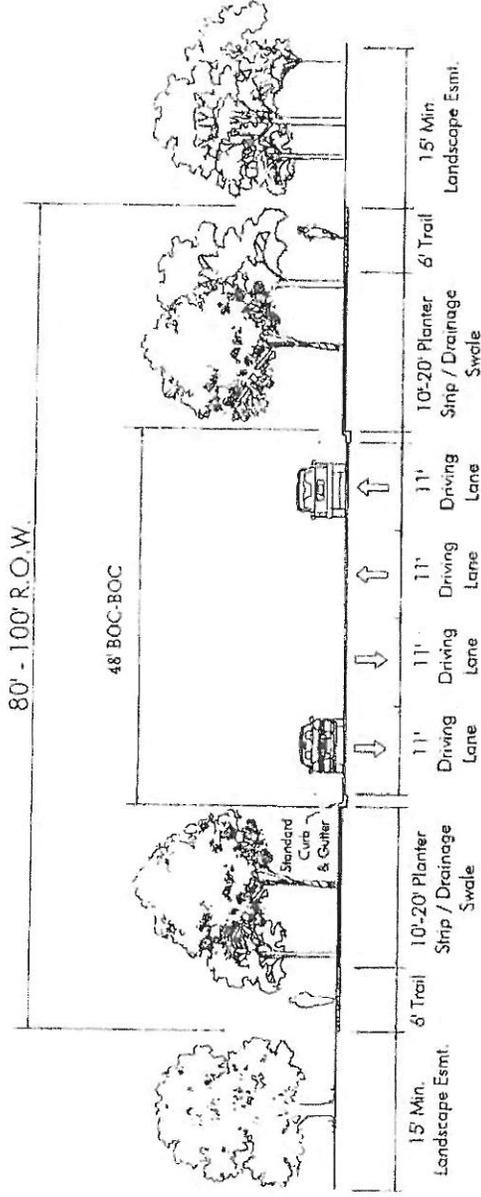
- * Travel Lanes 11'
- * Median Width 10' - 20'
- * Design Speed 40 mph
- * Multi-use Trails 6'
- * Planting Strips / Drainage Swales - 10' - 20'
- * Median Can Have a Swale for Natural Drainage
- * Streets can consist of parabolic crown, straight crown or 2% straight grade or cross slope
- * 6" Curb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

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

**Bell County Municipal Utility District No. 2
Exhibit E-2 Parkway (Arterial) Street & Pedestrian Circulation Street Sections**



February 8, 2013



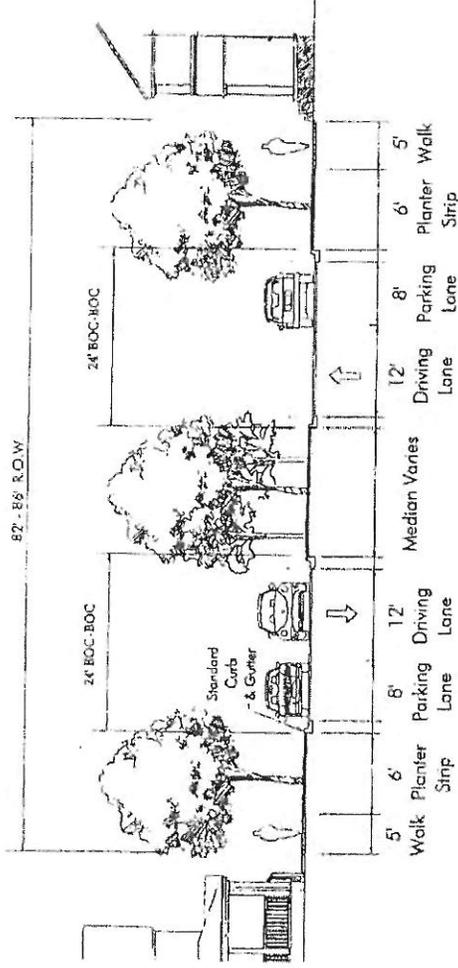
Street Features

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

Bell County Municipal Utility District No. 2
Exhibit E-3 Parkway without Median (Arterial) Street & Pedestrian Circulation Street Sections



February 8, 2013



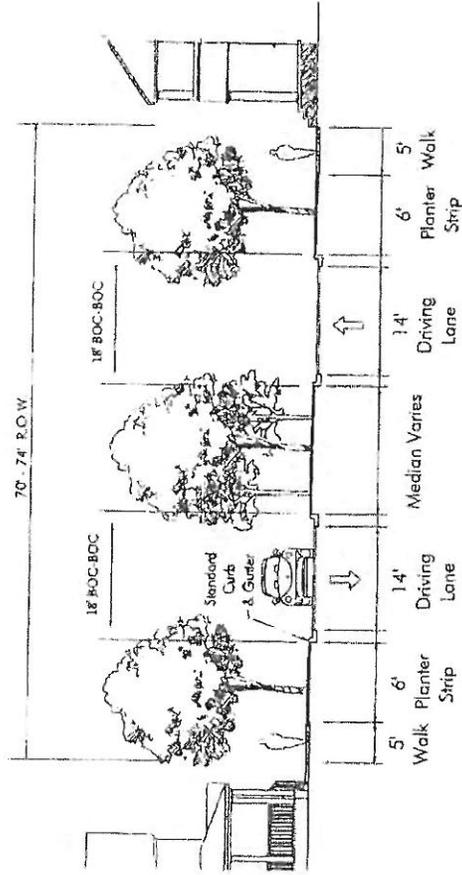
Street Features

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

Bell County Municipal Utility District No. 2
Exhibit E-4 Boulevard (Collector) Street & Pedestrian Circulation Street Sections



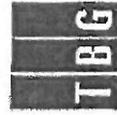
February 8, 2013



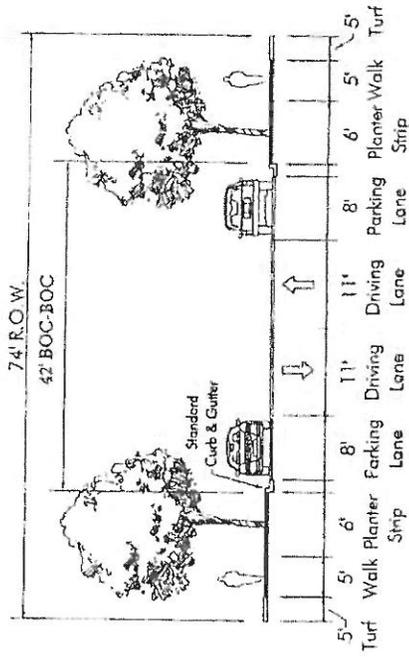
Street Features

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

Bell County Municipal Utility District No. 2
Exhibit E-5 Boulevard 2 (Collector) Street & Pedestrian Circulation Street Sections

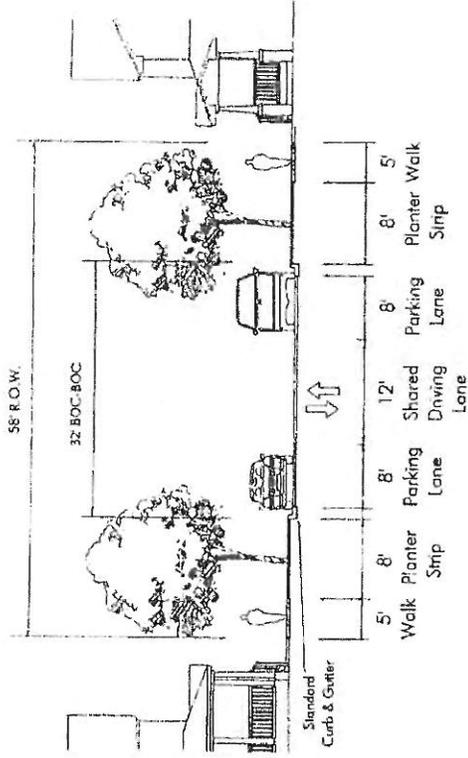


February 8, 2013



Street Features

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



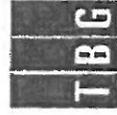
Providing access to housing and open space.

Street Features

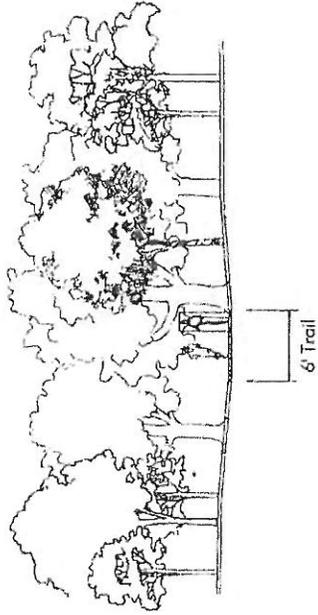
- * 12' Shared Travel Lane With 8' Parking on both sides
- * 8' Planting Strips / Drainage Swales
- * Sidewalks 5' on Each Side
- * Design Speed 25 MPH
- * 6" Curb and gutter or mountable curb

Bell County Municipal Utility District No. 2

Exhibit E-7 Residential Street & Pedestrian Circulation Street Sections



February 8, 2013



Path Features

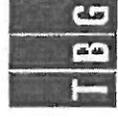
* Width 6' Min.

* Link Between Homes and Parks

Exhibit E-8 Shared Use Path

Street & Pedestrian Circulation
Street Sections

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



February 8, 2013

EXHIBIT F
[Utility Plan]

EXHIBIT F OFFSITE UTILITY

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

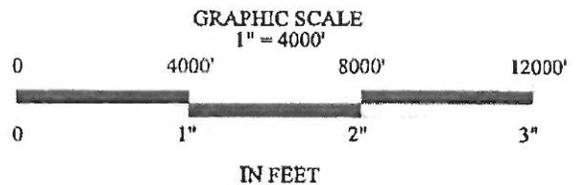
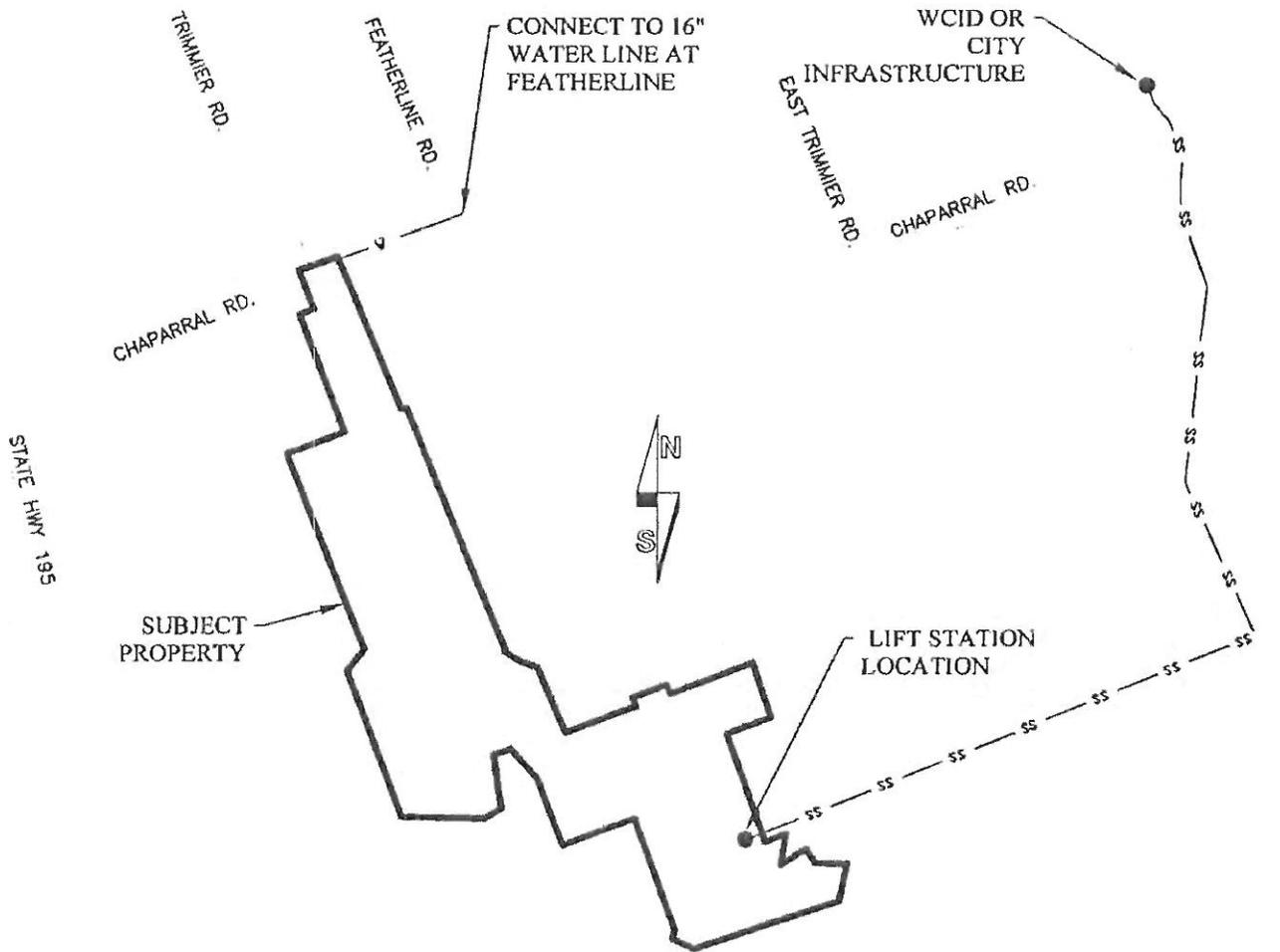


EXHIBIT G
[Chaparral Road Improvements]

EXHIBIT G

CHAPARRAL IMPROVEMENTS

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

