

*The Bright Star Of
Central Texas*

Harker Heights



SEPTEMBER 6, 2022

3:00 P.M.

CITY COUNCIL WORKSHOP AGENDA





**NOTICE OF WORKSHOP MEETING OF THE CITY
COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS**

Notice is hereby given that, beginning at 3:00 p.m. on Tuesday, September 6, 2022, and continuing from day to day thereafter if necessary, the City Council of the City of Harker Heights, Texas, will hold a Workshop Meeting in the Kitty Young Council Chamber at 305 Miller's Crossing, Harker Heights, Texas 76548. The subjects to be discussed are listed in the following agenda:

MEETING AGENDA

I. ROLL CALL:

II. PRESENTATIONS BY CITIZENS:

Citizens who desire to address the Council on any matter may do so during this item. Please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda. Please state your name and address for the record and limit your comments to three minutes.

III. REPORTS OF ADVISORY BOARDS & COMMISSIONS:

1. Receive and discuss a presentation by Jack Palmer, Public Safety Commission Chair, regarding an annual update on the public safety commission activities in FY 2021-2022. (Fire Chief)

[Staff Report - Pdf](#)

IV. DISCUSSION ITEMS:

1. Receive and discuss a presentation on a proposed Interlocal Agreement between the City of Harker Heights, Texas, and the City of Killeen, Texas, and Bell County, Texas, that establishes the scope of the Chaparral Road Realignment/Reconstruction Project and responsibilities of each of the parties as it relates to the project. (Planning and Development Director)

[Staff Report - Pdf](#)

V. ADJOURNMENT:

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Harker Heights, Texas, a place readily accessible to the general public at all times, on the 2nd of September 2022, by 2:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Julie Helsham
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 254-953-5600, or FAX 254-953-5614, or email jhelsham@harkerheights.gov for further information. Pursuant to Chapter 551 of the Government Code the City Council reserves the right to go into Closed Meeting on any item listed above if deemed necessary.

Note: On occasion the City Council may consider agenda items out of order.



City Council Memorandum

FROM: The Office of the City Manager

DATE: September 06, 2022

RECEIVE AND DISCUSS A PRESENTATION BY JACK PALMER, PUBLIC SAFETY COMMISSION CHAIR, REGARDING AN ANNUAL UPDATE ON THE PUBLIC SAFETY COMMISSION ACTIVITIES IN FY 2021-2022. (FIRE CHIEF)

EXPLANATION:

This presentation will provide the City Council with an overview of the Public Safety Commission discussions presented during the 2021-2022 fiscal year and any goals or objectives for the future.

ACTION BY THE COUNCIL:

None

ATTACHMENTS:

[PSC Update Presentation 3](#)

Public Safety Commission

Annual Update FY2022



Our Members

Jack Palmer
(Chairman)

Dick Dwinell

Louis Best

Wyatt
Wetzel

John
Footman

Jeremy
Hoffman
(Alternate)

Our Purpose

The Public Safety Commission is established by the City Council as an advisory commission to the City Council in matters concerning the Police, Fire and Emergency Medical Services Departments of the City of Harker Heights.

We entertain issues and subjects requested by the City Council, City Manager, Police, Fire and Emergency Medical Services Department, citizens of Harker Heights, and members of the Commission that pertain to the provision of Public Safety within the City.

We also select the annual Firefighter of the Year, Police Officer of the Year, and the Citizen of the Year.

Scope of the Commission

Act in an advisory capacity to the City Council in matters concerning the Police, Fire and Emergency Medical Services Departments of the City of Harker Heights.

Provide opportunities for citizen input regarding the public safety needs of the community.

Selection of annual Police Officer of the Year, Firefighter of the Year, and Citizen of the Year (Linda Neault Award).

Receive updates from the Police and Fire Chiefs regarding their departments.

Provide feedback to the Police and Fire Chiefs regarding the needs of the community and departments.

Scope of the Commission cont'd

Present

Present recommendations concerning public safety in the city by the Chairperson to the City Council and respond to any inquiries made by Councilmembers.

Provide

Provide meeting minutes to the City Council, and upon the Council's request, the Chairperson shall provide briefings of the Commission's completed activities and planned projects.

Participate in

At the request of the senior departmental officer, participate in selection board, promotion boards, and other forums as appropriate.

Assist in

As necessary, assist in the implementation of the City's Emergency Management Plan and assist the operations of the Emergency Operations Center as requested.

2021 Annual Awards

- Police Officer of the Year - Community Service Officer Crystal Thomas
- Firefighter of the Year - Lieutenant Matt Hogan
- Citizen of the Year (Linda Neault Award) - Michael Stegmeyer





Fire Department

Fire Department Programs/Events

- Thanksgiving Baskets
- Santa Pal
- National Night Out
- Community Outreach
- Fire Station Tours

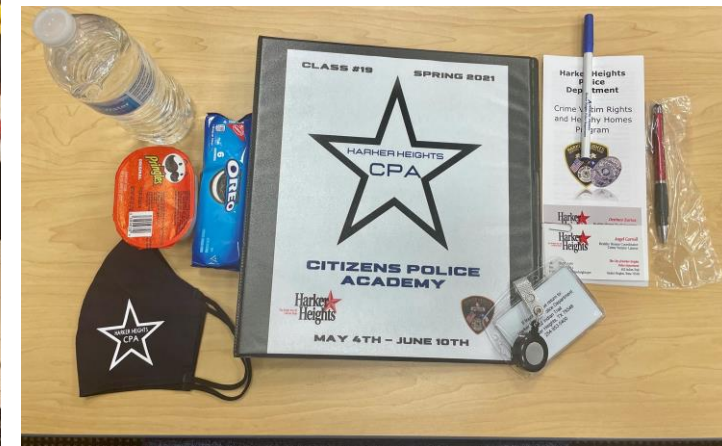




Police Department

Police Department Programs/Events

- National Night Out
- Citizen's Police Academy
- Coffee with a Cop
- Ice Pop with a Cop
- Cops & Kids in the Park
- Building A Better Youth (B.A.B.Y.)



AGENDA ITEM #11



Questions



City Council Memorandum

FROM: The Office of the City Manager

DATE: September 06, 2022

RECEIVE AND DISCUSS A PRESENTATION ON A PROPOSED INTERLOCAL AGREEMENT BETWEEN THE CITY OF HARKER HEIGHTS, TEXAS, AND THE CITY OF KILLEEN, TEXAS, AND BELL COUNTY, TEXAS, THAT ESTABLISHES THE SCOPE OF THE CHAPARRAL ROAD REALIGNMENT/RECONSTRUCTION PROJECT AND RESPONSIBILITIES OF EACH OF THE PARTIES AS IT RELATES TO THE PROJECT. (PLANNING AND DEVELOPMENT DIRECTOR)

EXPLANATION:

Chaparral Road provides connectivity from FM 3481 in Harker Heights westward to SH 195 in Killeen. The roadway is 6.64 miles along the centerline and it crosses the jurisdictions of Bell County, City of Killeen and the City of Harker Heights. The current roadway was designed under County standards many years ago. With the growth in this area of Bell County, the road is taxed by the level of traffic it now carries. The road also poses challenges in its current layout with 90 degree bends along portions of the road. With Chaparral Road being a major route for east west traffic from SH 195 to FM 3481, the City of Killeen and Harker Heights have long advocated for road reconstruction funding through KTMPO.

Bell County, Killeen, Harker Heights and KISD have been meeting for years to look for ways to partner to advance the Chaparral Road project. This Inter-Local Agreement (ILA) is the second tangible step in this process. This ILA lays out the project responsibilities for each entity. The project will include:

1. The design and construction of approximately 6.64 miles of five lane minor arterial roadway with adjacent sidewalks as deemed appropriate.
2. Necessary right-of-way acquisition to soften the 90 degree bends located along the existing alignment.
3. Necessary right-of-way acquisition to establish a minimum of 90' wide right-of-way along the entirety of the final alignment.
4. Necessary relocation of existing utilities.

The project is expected to be done in three phases with the phasing for the Harker Heights' portion coming in Phase 3. Exhibit C displays the estimated financial contribution by each entity. The funding from KTMPO is estimated to be \$17,224,578. Bell County has committed \$3 million to the project. While Harker Heights' total funding is estimated at \$224,487, there will be some additional improvements we will seek in relation to the intersection and signalization of Chaparral Road and FM 3481 that will increase the overall funding totals and will increase the City's participation. Exhibit D to the ILA lists the estimated project timeline. Final design is anticipated to be completed in August 2024.

In September 2019 the City Council authorized the Mayor to execute a Memorandum of Understanding (MOU) with the City of Killeen, Killeen ISD and Bell County for the proposed

AGENDA ITEM #IV.1.

improvements to Chaparral Road. Since that time the City of Killeen submitted the project to KTMPO for partial funding and Killeen ISD completed the construction of their original proposed portion of the original MOU. Phase 1 of the Chaparral Road Reconstruction project was selected for funding and is now moving forward. In order for the design phases and Phase 1 construction to move forward, the MOU is being replaced with the attached ILA.

City staff and the City Attorney have reviewed the proposed Interlocal Agreement (ILA) for compliance with City ordinances, project scope, and the previous City Council's direction. The proposed ILA enables the City to benefit from an economy of scale for engineering services and funding opportunities.

ACTION BY THE COUNCIL:

None

ATTACHMENTS:

[Chaparral Interlocal Agreement-090622](#)

[ChaparralRoadResolution-090622](#)

[ChaparralRoad-MOU-2019](#)

**INTERLOCAL AGREEMENT FOR DESIGN AND CONSTRUCTION OF
CHAPARRAL ROAD**

This agreement (“Agreement”) is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (“COK”), the City of Harker Heights, Texas, a municipal corporation situated in Bell County, Texas (“COHH”), and Bell County, Texas (“County”), collectively referred to in this Agreement as the “Parties.” This agreement is authorized by Chapter 791 of the Texas Government Code, the “Interlocal Cooperation Act.”

RECITALS

WHEREAS, Chaparral Road (the “Road”) is a roadway within the jurisdiction of the County, COK, and COHH and is approximately 6.64 miles long extending from SH 195 to FM 3481. 5.68 miles are located within the County jurisdiction. 0.92 miles are located within the jurisdiction of the COK. 0.04 miles are located within the jurisdiction of the COHH; and

WHEREAS, The City of Killeen, Texas, the City of Harker Heights, Texas and Bell County have previously executed a Memorandum of Understanding (“MOU”) regarding the design and construction of Chaparral Road. This agreement supersedes the MOU; and

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

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

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

Section 2. General Scope of the Project. Upon completion of the Project, the general alignment of the Road will be as depicted in Exhibit “A” attached hereto and made part hereof this AGREEMENT. The priority of the alignments shown shall be as follows: Alignment #1, Alignment #2, Alignment #3. The Project limits are bounded by State Highway 195 on the west end and Farm-to-Market Road 3481 on the east end. As currently proposed the Project will include:

- a. The design and construction of 6.64 miles of five lane minor arterial roadway with adjacent sidewalks as deemed appropriate.
- b. Necessary ROW acquisition to soften the 90 degree bends located along the existing alignment.
- c. Necessary ROW acquisition to establish a minimum of 90’ wide ROW along the entirety of the final alignment.
- d. Necessary relocation of existing utilities.

The typical preliminary section of the Road is depicted in Exhibit “B” attached hereto and made part hereof this AGREEMENT. As part of the design phase, the consultant will develop an approved typical section for ultimate build-out of the Road and current capacity needs. The final road section shall be approved by all parties.

Section 3. The Project Phasing.

Estimated project timeline is attached in Exhibit “D” attached hereto and made part hereof this AGREEMENT.

- a. Professional services will be performed in two steps for the Project.
 - i. Preliminary Design – establish required ROW, road dieting design, utility relocations, firm cost estimate, conduct topographical and property surveys, explore environmental concerns.
 - ii. Final Design – prepare final construction plans and specifications, finalize cost estimates, obtain any necessary permitting, prepare bid documents.
- b. Construction can be performed all at once or in multiple phases. Current federal funding indicates the Project is likely to be completed in two or more phases. Recommended phasing is as follows:
 - i. Phase 1 – limits from SH 195 to East Trimmier Rd
 - ii. Phase2 – limits from East Trimmier Road to FM 3481.

Section 4. Development and Financing of the Project.

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

The County's in-kind assistance includes, and is limited to, dedication of any County-owned ROW necessary for the Project.

- c. Construction
 - i. Utility Relocation
 - a. Engineer will determine the utilities in need of relocation through the plans and specifications referenced above.
 - b. Parties agree that any franchise utility relocation cost will be financed proportionately and will reimburse COK for the relocation expenses incurred according to Exhibit "C"
 - c. COK will relocate city owned utilities at its own cost.
 - d. Harker Heights will relocate city owned utilities at its own cost.
 - ii. Roadway Construction
 - a. Parties will seek funding for Road Construction through the Killeen-Temple Metropolitan Planning Organization (KTMPO) (anticipating up to 80% of the construction cost).
 - b. COK will provide project management and construction inspection services for the Project as an in-kind contribution (valued at \$400,000.00). For the portions of the Project that are within the COHH limits, the COHH shall have oversight of the construction and acceptance of the improvements that will be coordinated with COK project manager.
 - c. Upon reasonable advance notice, Parties shall make any property available to Killeen to facilitate the performance of Killeen's obligations hereunder. Parties agree to grant a Temporary Construction Easement to COK for the ROW necessary to construct the Project. The purpose for the easement is for the construction of the Project and for providing pedestrian and vehicular ingress and egress thereto by Killeen, its employees and contractors, as necessary for said construction. The Temporary Construction Easement shall terminate one year after the completion of construction.
 - d. Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred according to the table in Exhibit "C".
 - iii. The Project Costs
 - a. All costs are estimated at this time according to the table in Exhibit "C".
 - b. Costs are estimated using the centerline miles and are assumed to be distributed proportionately based on the ownership percentages established by the frontage length adjacent to the Project. Following the alignment study and development of the final design schematic the centerline miles and frontage lengths will be recalculated and communicated in writing to each of the parties to this agreement.
 - c. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

- d. Cost overruns or underruns will proportionately be distributed adjusting the overall cost of the Project based on the ownership percentages for each party and location of the construction where the overruns and underruns occurred. COHH's responsibility will only be assessed in the location of their existing city limits and ETJ.

Section 5. Maintenance upon Completion. Upon completion of the Project, Bell County agrees to seek voluntary annexation of those portions of Chaparral Road that are adjacent to COK and the COHH. COK and COHH agree to annex such as may be within their authority to do so. The COK will accept responsibility and ownership of the bridge across Trimmer Creek within the Project.

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

Section 7. Joint Obligations. The Parties agree:

- a. To meet upon request of either Party throughout the course of the Project to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting this Agreement.
- b. Not to unreasonably interfere with or delay the Project.
- c. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.
- d. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.

Section 8. Term. The term of this Agreement will commence on the execution date hereof and shall terminate upon the earliest to occur of: (a) thirty days following written notice by any party hereto prior to expenditure of funds or provision of in-kind services; (b) termination pursuant to Section 9 of this Agreement or (c) the completion of the Project; or (d) after 20 years if no work, including design, has begun on said Project.

Section 9. Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the

other to any agreement. This Agreement is not assignable or transferable by either party without all other parties' written consent.

Section 10. Default and Remedies.

- a. Each of the following constitutes a material breach of this Agreement and an Event of Default: (i) failing to fully and timely perform any covenant under this Agreement; and (ii) making any representation found to be materially false, misleading, or erroneous in connection with the Project.
- b. If any party should commit an Event of Default, the party alleging such default shall give the other party not less than ten (10) days' notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days' written notice is impractical due to a threat of harm to life or property, then the party alleging the failure shall give the other party such notice as may be reasonable under the circumstances.
- c. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.
- d. Each party waives all special, incidental, consequential or punitive damages.
- e. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
- f. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

Section 11. Notice. All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the party to be notified or at such party's address for purposes of notice as set forth herein. A change in the notice address of any party may be affected by serving written notice of

such change and of such new address upon the other party in the manner provided herein. Initially, notices shall be addressed as follows:

a. To HH:

b. To COK:

c. To County:

Section 12. Miscellaneous.

a. Assignment of Contract. Parties may not assign this Agreement or any rights under the Agreement without the prior written consent of the other party, and any attempted or purported assignment in the absence of such consent shall be void. However, nothing herein shall be construed to prevent Killeen from subcontracting as provided herein.

b. Binding Effect. Subject to the provisions regarding assignment, this Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

c. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third-party claim.

d. Governing Law; Venue. The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

e. Severability. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

f. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify, or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the parties, and thus should not be construed strictly for or against either party.

g. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

h. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

i. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous

written and oral agreements, Memorandum of Understanding (MOU), and communications between the Parties relating to the subject matter of this Agreement.

Executed and effective this ____ day of _____ 20__.

CITY OF KILLEEN

BY: _____
City Manager
Kent Cagle

ATTEST:

City Secretary

CITY OF HARKER HEIGHTS

BY: _____
City Manager

ATTEST:

City Secretary

COUNTY OF BELL, TEXAS

BY: _____
County Judge

ATTEST:

County Clerk

EXHIBIT 'A'

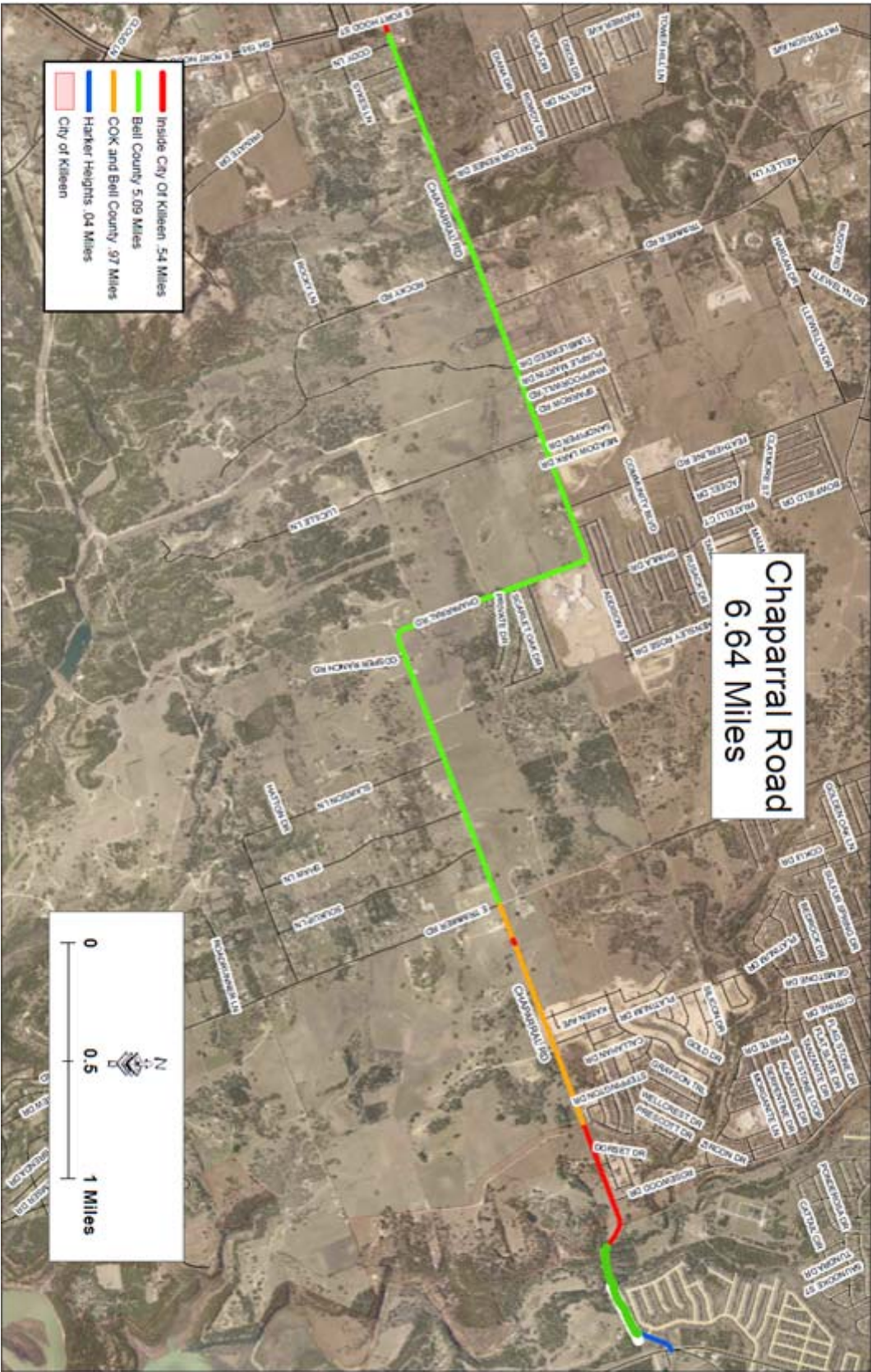
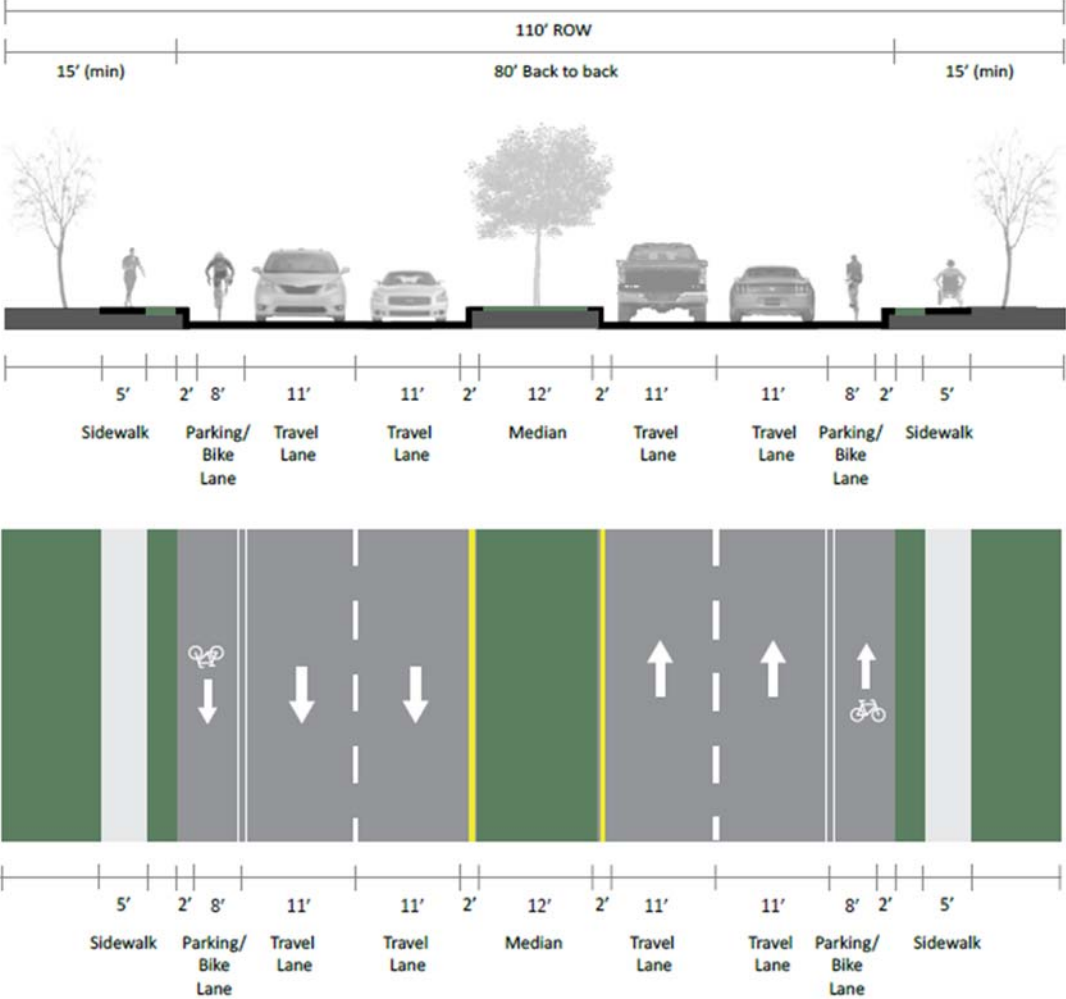


EXHIBIT 'B'



Schematic not to scale

*This represents a preliminary road section that will be analyzed during the final design of the project.

EXHIBIT ‘C’

Estimated Financial Participation by Entity Based on Frontage Lengths							
Entity	Frontage (mi)	Frontage (%)	Design	Design Percentage	Right-of-way & Construction	Total Funding	Total Funding %
KTMPO					\$17,224,578	\$17,224,578	72%
Bell County	7.99	60	\$1,203,313	60	\$2,873,164	*\$3,000,000	13%
Killeen	4.85	37	\$730,422	37	\$1,744,036	\$3,550,935	15%
Harker Heights	.44	3	\$66,265	3	\$158,222	\$224,487	1%
Total	13.28	100	\$2,000,000	100	\$22,000,000	\$24,000,000	100%

Funding contributions do not include in-kind service contributions.

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

Harker Height’s contribution will only be used in the Phase of the project that includes their City Limits and ETJ.

EXHIBIT ‘D’

Estimated project Timeline		
	Duration	Anticipated Timeline
Preliminary Design	12 months	February 2022-January 2023
Final Design	18 months	February 2023-August 2024
Construction Phases	24-36 months	Dependent on Funding

RESOLUTION NO. 2022-

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF HARKER HEIGHTS, TEXAS, AND THE CITY OF KILLEEN, TEXAS, AND BELL COUNTY, TEXAS THAT ESTABLISHES THE SCOPE OF THE CHAPARRAL ROAD REALIGNMENT/RECONSTRUCTION PROJECT AND RESPONSIBILITIES OF EACH OF THE PARTIES AS IT RELATES TO THE PROJECT

WHEREAS, Chaparral Road is a primary east west connector from SH 195 to FM 3481; and

WHEREAS, Chaparral Road is currently a two lane road that was constructed to County standards when it was built and contains some ninety degree turns which pose hazards to the movement of high volumes of traffic; and

WHEREAS, beyond being just a connector route from SH 195 and FM 3481, properties connecting to Chaparral Road are witnessing rapid residential growth adding to the vehicular load of the road.

WHEREAS, Chaparral Road currently traverses through the jurisdictions of the City of Harker Heights, City of Killeen, and Bell County; and

WHEREAS, the City of Harker Heights, City of Killeen, and Bell County desire to improve Chaparral Road to promote safety and traffic movement.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Harker Heights, Texas, that the Mayor is hereby authorized to sign an Inter-Local Agreement between the City of Harker Heights, Texas, City of Killeen, Texas, Bell County, Texas that establishes the scope of the Chaparral Road realignment/reconstruction project and responsibilities of each of the parties as it relates to the project.

PASSED AND APPROVED THIS 13th DAY OF SEPTEMBER, 2022, AT WHICH MEETING A QUORUM WAS PRESENT AND HELD IN STRICT ACCORDANCE WITH THE PROVISIONS OF TEXAS GOVERNMENT CODE, CHAPTER 557.

Spencer H. Smith, Mayor

Attest:

Juliette Helsham, City Secretary

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

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

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

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

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

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

Section 3. Project Phasing.

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

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

Section 4. Development and Financing of the Project.

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

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

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

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

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

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

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

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

Executed and effective this ____ day of _____ 20__.

CITY OF KILLEEN

BY: _____
City Manager
Ronald L. Olson

ATTEST:

City Secretary
Lucy C. Aldrich

KILLEEN INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President
_____ (Print)

ATTEST:

Board Secretary
_____ (Print)

CITY OF HARKER HEIGHTS

BY: Spencer H. Smith
~~City Manager~~ Mayor

ATTEST:

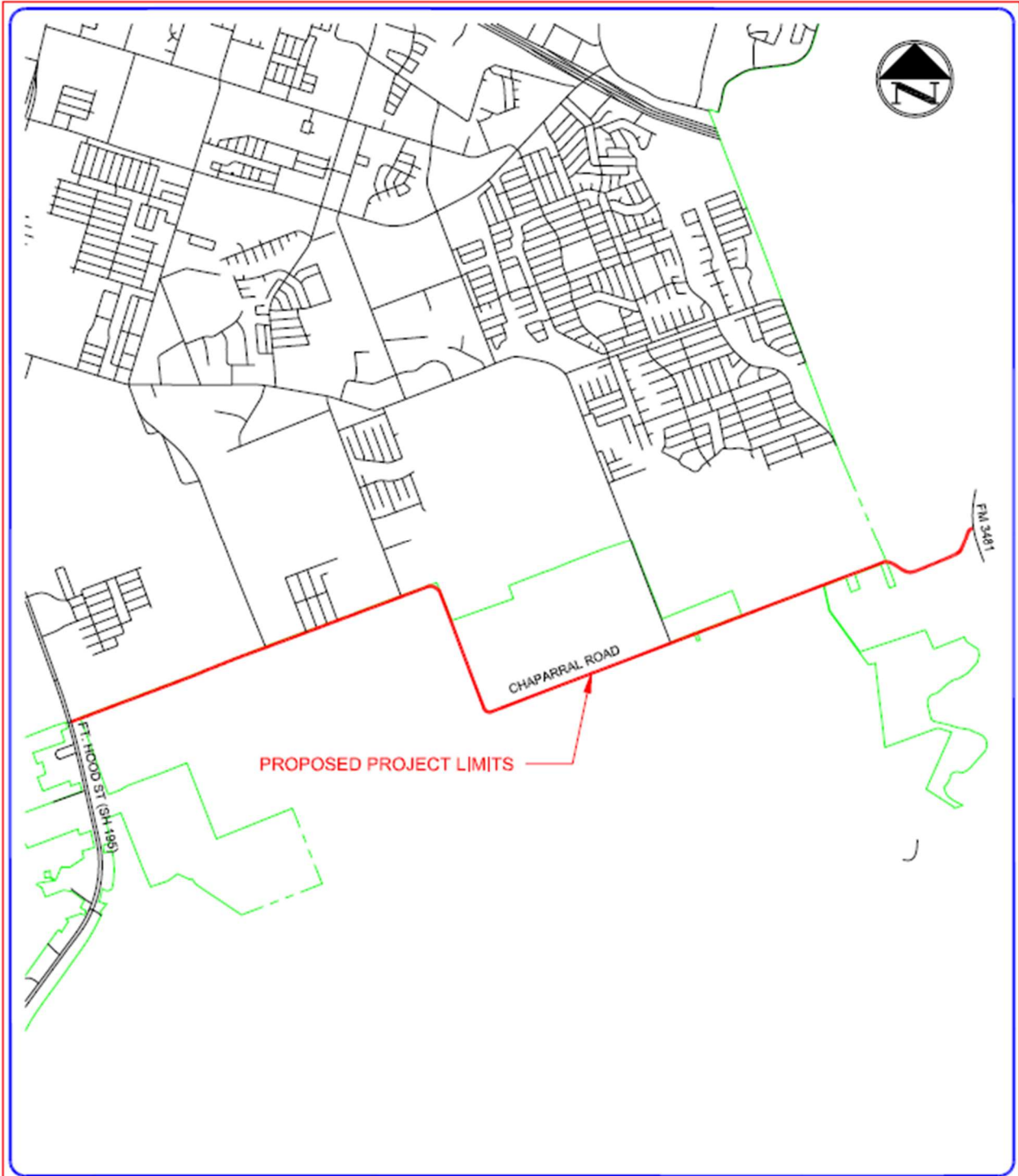
Patricia Brunson
City Secretary

COUNTY OF BELL, TEXAS

BY: [Signature]
County Judge

ATTEST: Melley Costa
County Clerk

EXHIBIT 'A'

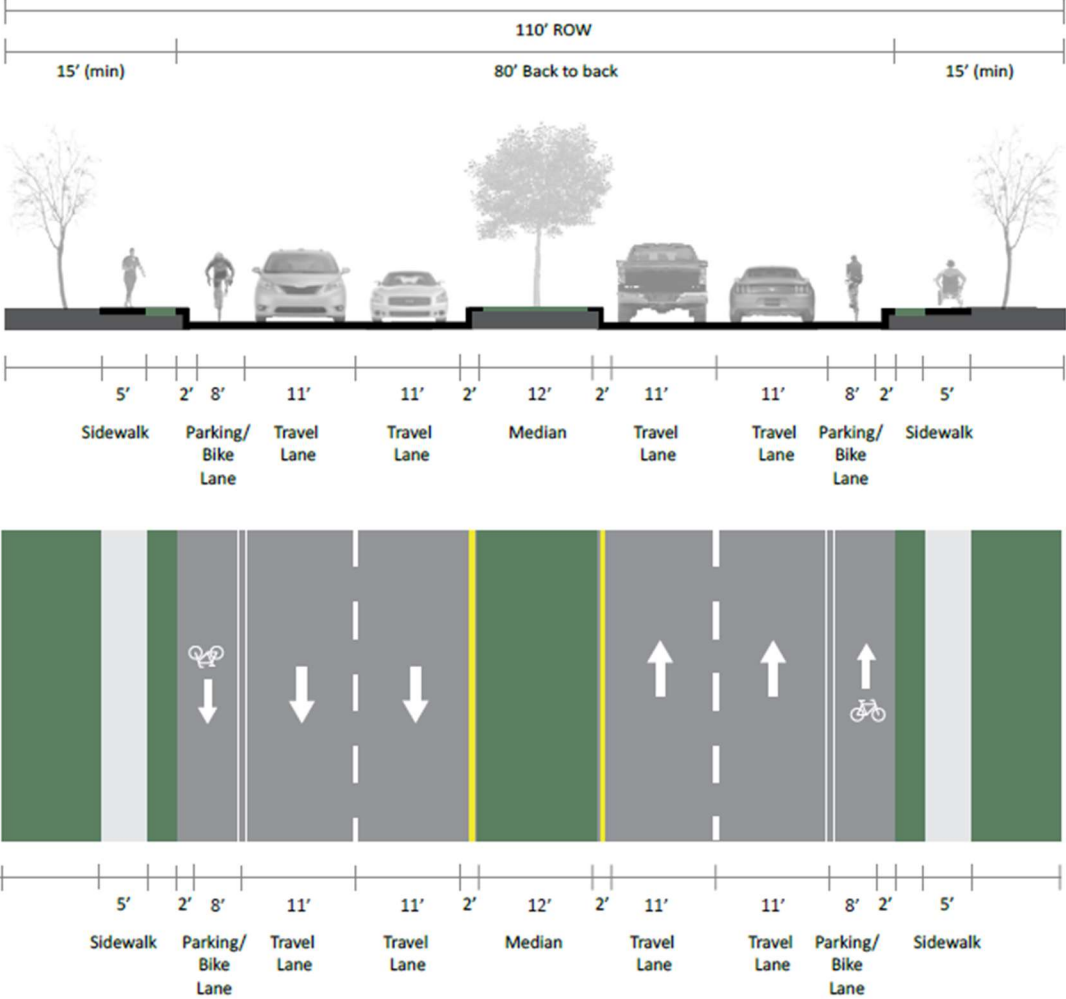


CITY OF KILLEEN
 TRANSPORTATION ENGINEERING
 STREET & TRAFFIC SERVICES
 3201-A S. W-S. YOUNG DRIVE
 KILLEEN, TEXAS 76542
 Phone: 254 - 501 - 6527
 Fax: 254 - 616 - 3182
 www.killeen-texas.gov

Scale	NOT TO SCALE
Date	25 AUG 2016
Drawn By	DAW
Checked By	DAO
Project No.	KTMPO
Drawing No.	1 of 1

EXHIBIT C
 PROJECT LOCATION MAP
 CHAPARRAL IMPROVEMENTS
 CITY OF KILLEEN BELL COUNTY

EXHIBIT 'B'



Schematic not to scale

EXHIBIT ‘C’

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

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

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

See Exhibit C-1 for KISD contributions.

EXHIBIT C-1

EXTENTS OF NEW CHAPARRAL ROAD TO BE CONSTRUCTED BY KILLEEN ISD

PEDESTRIAN CROSSING AND SIGNALIZATION BY KILLEEN ISD

INTERSECTION IMPROVEMENTS, INCLUDING TRAFFIC SIGNALIZATION BY KILLEEN ISD

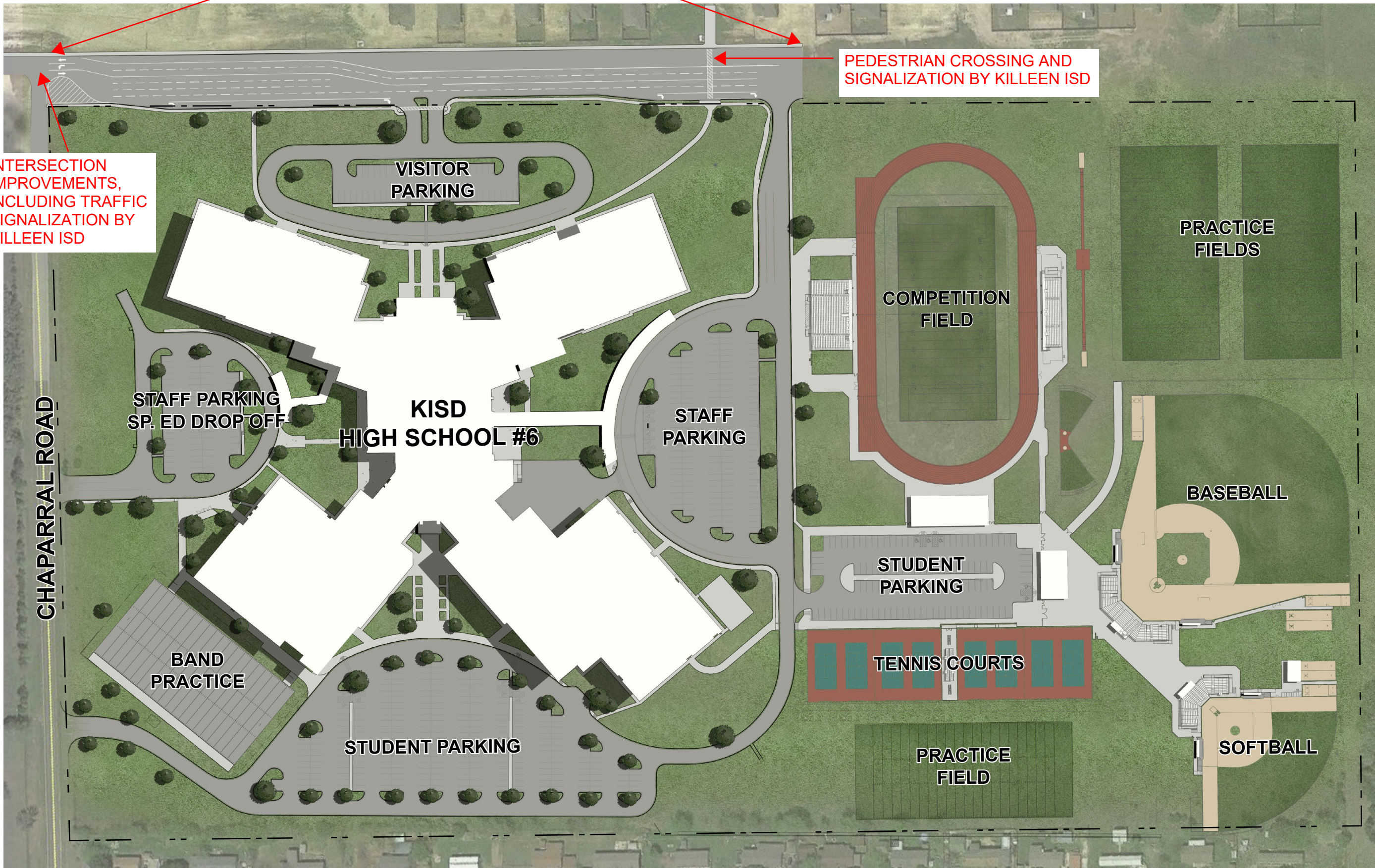


EXHIBIT ‘D’

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