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

Notice is hereby given that, beginning at 5:00 p.m. on Tuesday, September 8, 2026, and continuing from day to day thereafter if necessary, the City Council of the City of Harker Heights, Texas, will hold a 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. **INVOCATION:**

II. **PLEDGE OF ALLEGIANCE:**

I Pledge Allegiance to the Flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Honor the Texas Flag. I pledge allegiance to thee Texas; one State under God, one and indivisible.

III. **ROLL CALL:**

IV. **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 the city of residence for the record and limit your comments to three minutes.

V. **CONSENT ITEMS:**

1. Discussion and possible action regarding the approval of the minutes of the Workshop and Special Meeting of the City Council held on August 18, 2026 and the Regular Meeting of the City Council held on August 25, 2026.

18 Aug 2026 - Minutes
25 Aug 2026 - Minutes

VI. **PUBLIC HEARINGS:**

CITY OF HARKER HEIGHTS TAXPAYER IMPACT STATEMENT

(As required by House Bill 1522 passed by the Texas Legislature in 2025)

This notice will inform taxpayers of the potential impact of the proposed tax rate for Fiscal Year 2026-2027, comparing what would be paid under the No New Revenue Tax Rate versus the Proposed Tax Rate.

Rate Scenario	Median Homestead Taxable Value	Tax Rate (per $100 valuation)	Estimated Property Tax Bill - Harker Heights	Difference from No New Revenue Rate
FY 2025-26 Tax Rate (Current Year)	315,177	0.5300	1,670.44	448.30
FY 2026-27 No New Revenue Rate	232,700	0.5252	1,222.14	0.00
FY 2026-27 Proposed Tax Rate	232,700	0.5472	1,273.33	51.19

1. Conduct a public hearing to discuss and take possible action regarding an Ordinance of the City Council of the City of Harker Heights, Texas, levying a tax rate of $0.5875 per $100 valuation, comprised of $0.4784 for maintenance and operations and $0.1091 for interest and sinking, for Fiscal Year 2027 (Tax Year 2026) (Ordinance #2026-26; City Manager and Finance Director).

   Staff Report - Pdf

VII. **REGULAR BUSINESS:**

1. Discussion and possible action regarding approval of a Resolution of the City Council of the City of Harker Heights, Texas, awarding a Professional Services Agreement (PSA) for the Americans with Disabilities Act (ADA) Self-Evaluation And Transition Plan, Phase II to Kimley-Horn and Associates, Inc in the amount of $149,000.00 and authorizing the City Manager to act and sign on behalf of the City. (Resolution #2026-31; Project Manager)

   Staff Report - ADA Self-Evaluation and Transition Plan PhII - Pdf

2. Discussion and possible action regarding approval of a Resolution of the City Council of the City of Harker Heights, Texas, awarding a contract for the 2024 Manhole Rehabilitation Project, Phase II to B-Corp Utilities, Inc., in the amount of $300,778.00 and authorizing the City Manager to act and sign on behalf of the City. (Bid #26-560-516-01; Resolution #2026-32; Project Manager)

   Staff Report - 2024 Manhole Rehabilitation Project Phase II - Pdf

3. Receive and discuss the City Manager's Report.

VIII. **ITEMS FROM COUNCIL AND ANNOUNCEMENTS:**

1. Councilmember closing statements.

2. Updates and comments from the Mayor.

IX. **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 1st of September 2026, by 5:00 p.m. and remained posted for at least three continuous business days preceding the scheduled date of said meeting.

Ursula Paddie
Assistant 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.

Minutes of the City of Harker Heights Workshop and Special Council Meeting that was called to order on Tuesday, August 18, 2026, at 3:00 PM, in the Kitty Young Council Chamber at the Harker Heights City Hall at 305 Miller's Crossing, Harker Heights, Texas 76548, with the following members present:

ROLL CALL: Mayor Michael Blomquist
Mayor Pro-Tem Sam Halabi
Councilmember, Place 1 Brian Burt
Councilmember, Place 2 Shane Hodyniak
Councilmember Place 3 Jesse Lee Myles, III
Councilmember, Place 4 Roxanne Flores

City Manager David Mitchell
City Secretary Julie Helsham

PRESENTATIONS BY CITIZENS:

The following citizens made a presentation to Council:

- D. Juana Watson, Harker Heights, Texas.
- Steve Moody, Harker Heights, Texas.
- Tony Canterino, Harker Heights, Texas.
- Dennis Faulkner, Harker Heights, Texas.

MATTERS FOR DISCUSSION:

1. Council received and discussed a presentation regarding Cybersecurity, Artificial Intelligence, and the Ethics Annual Training. Amy Schutz, Information Services Administrator, made the presentation.

Mayor Blomquist called for a 10-minute break at 4:26 p.m.

Mayor Blomquist reconvened the meeting at 4:36 p.m.

No action taken.

2. Council received and discussed a presentation regarding a proposed adoption of the 2026 National Electrical Code (NEC) and adopting four (4) local amendments to the 2026 NEC. Michael Beard, Director of Planning & Development/Building Official, made the presentation.

No action taken.

ADJOURNMENT OF WORKSHOP AND CALL TO ORDER SPECIAL MEETING:

CONSENT AGENDA:

1. Discussion and possible action regarding the approval of the minutes of the Special Meeting held on August 4, 2026.

2. Discussion and possible action regarding the approval of an Ordinance of the City of Harker Heights, Texas, amending the City of Harker Heights Code of Ordinances §150.02(K); Adopting the 2026 National Electrical Code (NEC); Adopting four (4) local amendments to the 2026 NEC; And establishing an effective date. (Ordinance 2026-23, Director of Planning & Development/Building Official)

Councilmember, Place 4 Roxanne Flores made a motion to approve the Consent Agenda as presented. Councilmember, Place 2 Shane Hodyniak seconded the motion. Carried unanimously.

REGULAR BUSINESS:

1. Council discussed and considered authorizing the City Manager to complete the purchase of property described as Cedar Trails, Block 002, Lot Tract C, Acres 3.066, generally located between the northeastern corner of East Knights Way and Cedro Avenue and the northwestern corner of East Knights Way and Cedar Trail, Harker Heights, Bell County, Texas. David Mitchell, City Manager, made the presentation.

Councilmember, Place 2 Shane Hodyniak made a motion to approve the City Manager's authority to complete the purchase of property described as Cedar Trails Block 002, Lot Tract C, Acres 3.066, generally located between the northeastern corner of East Knights Way and Cedro Avenue and the northwestern corner of East Knights Way and Cedar Trail, Harker Heights, Bell County, Texas. Mayor Pro-Tem Sam Halabi seconded the motion. Carried unanimously.

2. Council received and discussed a Presentation Regarding a Proposed Change to Council Meeting Frequency from Four Meetings to Two Meetings per Month. David Mitchell, City Manager, made the presentation.

Councilmember, Place 4 Roxanne Flores made a motion to approve combining City Council Workshops into Regular Council meetings beginning October 2026, and meetings to be held on the 2nd and 4th Tuesday of each month at 5:00 p.m. Councilmember, Place 1 Brian Burt seconded the motion. Carried 3-2 (opposed: Mayor Pro-Tem Sam Halabi and Councilmember, Place 2 Shane Hodyniak).

ADJOURNMENT:

There being no further business, the City of Harker Heights Regular City Council Meeting was adjourned at 5:23 p.m.

CITY OF HARKER HEIGHTS, TEXAS:

_____
Michael D. Blomquist
Mayor

ATTEST:

_____
Julie Helsham, City Secretary

Minutes of the City of Harker Heights Council Meeting that was called to order on Tuesday, August 25, 2026, at 5:00 PM, in the Kitty Young Council Chamber at the Harker Heights City Hall at 305 Miller's Crossing, Harker Heights, Texas 76548, with the following members present:

ROLL CALL: Mayor Michael Blomquist
Mayor Pro-Tem Sam Halabi
Councilmember, Place 1 Brian Burt
Councilmember, Place 2 Shane Hodyniak
Councilmember Place 3 Jesse Lee Myles, III
Councilmember, Place 4 Roxanne Flores

City Manager David Mitchell
City Secretary Julie Helsham

PRESENTATIONS BY CITIZENS:

The following citizens made a presentation to Council:

- Leon Charpentier, Harker Heights, Texas.
- Larry Robinson, Harker Heights, Texas.
- Ahava Martin, Harker Heights, Texas.

CONSENT ITEMS:

1. Discussion and possible action regarding the approval of the minutes of the Regular Meeting of the City Council held on August 11, 2026.

Councilmember, Place 4 Roxanne Flores, made a motion to approve the Consent Agenda as presented. Mayor Pro-Tem Sam Halabi seconded the motion. Carried unanimously.

BUDGET ITEMS:

CITY OF HARKER HEIGHTS TAXPAYER IMPACT STATEMENT

(As required by House Bill 1522 passed by the Texas Legislature in 2025)

This notice will inform taxpayers of the potential impact of the proposed tax rate for Fiscal Year 2026-2027, comparing what would be paid under the No New Revenue Tax Rate versus the Proposed Tax Rate.

Rate Scenario	Median Homestead Taxable Value	Tax Rate (per $100 valuation)	Estimated Property Tax Bill - Harker Heights	Difference from No New Revenue Rate
FY 2025-26 Tax Rate (Current Year)	315,177	0.5300	1,670.44	448.30
FY 2026-27 No New Revenue Rate	232,700	0.5252	1,222.14	0.00
FY 2026-27 Proposed Tax Rate	232,700	0.5472	1,273.33	51.19

1. Council conducted a public hearing to discuss and take possible action regarding an Ordinance of the City Council of the City of Harker Heights, Texas, prescribing and setting the Fiscal Year 2026-2027 rates and charges; penalties for non-payment; and providing for an effective date. Ayesha Lealiiee, Finance Director, made the presentation.

The following citizens spoke on this item:

- Howard Arey, Harker Heights, Texas.
- Brianna Harrelson, Harker Heights, Texas.

Councilmember, Place 1 Brian Burt made a motion to approve Ordinance 2026-24 of the City Council of the City of Harker Heights, Texas, prescribing and setting the Fiscal Year 2026-2027 rates and charges; penalties for non-payment; and providing for an effective date. Councilmember Place 3 Jesse Lee Myles, III seconded the motion. Carried 4-1 (opposed: Councilmember, Place 4 Roxanne Flores).

2. Council conducted a public hearing to discuss and take possible action regarding an Ordinance of the City Council of the City of Harker Heights, Texas, adopting the budget for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027. Ayesha Lealiiee, Finance Director, made the presentation.

The following citizens spoke on this item:

- Brianna Harrelson, Harker Heights, Texas.
- Dennis Faulkner, Harker Heights, Texas.
- Howard Arey, Harker Heights, Texas.

Councilmember Place 3 Jesse Lee Myles, III made a motion to approve Ordinance 2026-25 of the City Council of the City of Harker Heights, Texas, adopting the budget for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027. Councilmember, Place 2 Shane Hodyniak seconded the motion. Mayor Blomquist conducted a record vote. The results are as follows: Halabi voted aye, Burt voted aye, Hodyniak voted aye, Myles voted aye, and Flores voted aye. Carried unanimously.

3. Council discussed and considered the Ratification of the Property Tax Increase Reflected in the Fiscal Year 2026-2027 Budget. Ayesha Lealiiee, Finance Director, made the presentation.

Councilmember, Place 1 Brian Burt made a motion to ratify the property tax increase reflected in the Fiscal Year 2027 Budget. Councilmember Place 3 Jesse Lee Myles, III seconded the motion. Carried unanimously.

Mayor Blomquist called for a 10-minute recess at 6:26 p.m.

Mayor Blomquist reconvened the meeting at 6:41 p.m.

REGULAR BUSINESS:

1. Council discussed and considered the approval of a Resolution of the City Council of the City of Harker Heights, Texas, adopting the Investment Policy; authorizing the City's Investment Broker-Dealer List; and approving a list of investment training sponsors. Ayesha Lealiiee, Finance Director, made the presentation.

Councilmember, Place 2 Shane Hodyniak made a motion to approve Resolution 2026-30 of the City Council of the City of Harker Heights, Texas, adopting the Investment Policy; authorizing the City's Investment Broker-Dealer List; and approving a list of investment training sponsors. Mayor Pro-Tem Sam Halabi seconded the motion. Carried unanimously.

2. Council received and discussed the City Manager's Report. David Mitchell, City Manager, made the report. No action taken.

ITEMS FROM COUNCIL AND ANNOUNCEMENTS:

1. Councilmember closing statements.

Councilmember Flores reported her participation in the following events and activities:

- Harker Heights Fire Department promotion ceremony.
- Texas Municipal League Newly Elected Officials Conference.
- Completed the Central Texas Leadership Central Texas Class.
- Negrete Fire Fighters Fundraiser.
- Tour of the local Boys & Girls Hope Club.
- Met with 41 residents since taking office, with the goal of meeting with at least 100 residents.

Councilmember Myles provided the following comments:

- Commended the Parks and Recreation Department staff for their continued efforts to keep City parks clean and well-maintained.
- Thanked City staff for providing Council with the budget information needed to make informed decisions.
- Thanked residents for sharing their opinions and concerns regarding the proposed budget.
- Stated that he does not take the budget issue lightly and does not support sacrificing public safety or other City services.

2. Updates and comments from the Mayor.

Mayor Blomquist submitted the following comments regarding recent events and activities:

- August 12: Attended and provided remarks at the Harker Heights Chamber of Commerce Vision XXI "Meet the Class" kickoff meeting at the Harker Heights Chamber of Commerce.
- August 12: Attended the Harker Heights Fire Department promotion ceremony at the Harker Heights Activity Center, honoring Stuart Kiefer on his promotion to Captain and Division Chief Ray Gandara on his promotion to Assistant Chief of Operations.
- August 13: Attended and presented the Harker Heights Chamber of Commerce, Key to the City during the ribbon-cutting ceremony for Sport Clips in Harker Heights at Market Heights.
- August 13: Attended the Central Texas College - State of the College Luncheon at the CTC campus, where Chancellor Dr. Michele Carter provided remarks recognizing the 60-year legacy of Central Texas College in Central Texas.
- August 13: Attended the public hearing regarding the Chaparral Road Project at Chaparral High School.
- August 19: Attended a surprise recognition ceremony at the Harker Heights Police Department honoring Harker Heights Police Detective Yesmarie Burgos-Figueroa. The recognition was presented by Ms. Dana Leshock of Bubba's 33 in Killeen.
- August 19: Attended the Harker Heights Chamber of Commerce Board Meeting with City Manager David Mitchell and provided remarks regarding City developments, current activities, and upcoming events.
- August 21: Along with Assistant City Manager Betiale Hawkins, attended the Fort Hood Fight Night Phantom Fury Combative event at the Abrams Physical Fitness Center on Fort Hood.
- August 24: Attended the Kudos Award ceremony at the Harker Heights Police Department honoring Sergeant Massoud Howayeck and expressed appreciation for his service to the city.
- August 25: Attended the Fort Hood Janus Program Microreactor Stakeholder Forum at III Corps Headquarters, featuring remarks from Mr. Brandon Cockrell, Assistant Secretary of the Army for Installations, Energy and the Environment.

ADJOURNMENT:

There being no further business, the City of Harker Heights Regular City Council Meeting was adjourned at 6:49 p.m.

CITY OF HARKER HEIGHTS, TEXAS:

_____
Michael D. Blomquist
Mayor

ATTEST:

_____
Julie Helsham, City Secretary

City Council Memorandum

FROM: The Office of the City Manager **DATE: September 08, 2026**

CONDUCT A PUBLIC HEARING TO DISCUSS AND TAKE POSSIBLE ACTION REGARDING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS, LEVYING A TAX RATE OF $0.5875 PER $100 VALUATION, COMPRISED OF $0.4784 FOR MAINTENANCE AND OPERATIONS AND $0.1091 FOR INTEREST AND SINKING, FOR FISCAL YEAR 2027 (TAX YEAR 2026) (ORDINANCE #2026-26; FINANCE DIRECTOR).

EXPLANATION:

In accordance with Texas Tax Code Section 26.06, Staff published the Notice of Public Hearing on Tax Income in the September 1, 2026, edition of the Killeen Daily Herald as well as on the City's website. The tax rate of $0.5875/$100 valuation used in the publication is the preliminary tax rate that was proposed at the August 11th Council Meeting.

As a reminder, the preliminary tax rate is the rate that the City Council cannot exceed at tonight's adoption however a motion can be made for a tax rate lower than the preliminary rate. The motions provided below are presented with the preliminary tax rate of $0.5875; any change to the rate will require a change to the motions. Each of the motions taken must be made by a record vote.

The percentage calculated in the second motion is the difference between the proposed tax rate and the no new revenue rate. The percentage calculated in the ordinance is the difference between the proposed maintenance and operations rate and the Truth in Taxation calculated no new revenue maintenance and operations rate.

ACTION BY THE CITY COUNCIL:

1. Motion to **approve / disapprove** Ordinance #2026-26
    a. as read by the Mayor.
    b. levying a tax rate of $_____ per $100 valuation, comprised of $_____ for maintenance and operations and $0.1091 for interest and sinking for Fiscal Year 2027 (Tax Year 2026)
2. Motion that the property tax rate be increased by the adoption of a tax rate of
    a. $0.5875, which is effectively an 11.8% increase in the tax rate.
    b. $_____, which is effectively an ___% increase in the tax rate.
3. Any other action desired.

ATTACHMENTS:

Draft Ordinance

ORDINANCE NO. 2026-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS, LEVYING A TAX RATE OF $0.5875 PER $100 VALUATION, COMPRISED OF $0.4784 FOR MAINTENANCE AND OPERATIONS AND $0.1091 FOR INTEREST AND SINKING, FOR FISCAL YEAR 2027 (TAX YEAR 2026)

WHEREAS, a public hearing was held on September 8, 2026, after public notices were duly and legally published as required by law on September 1, 2026, in the Killeen Daily Herald and

WHEREAS, after full and final consideration and the public hearing on said tax rate, it is the consensus that the tax rate should be levied.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Harker Heights, Texas:

SECTION 1: That we do hereby levy the tax rate for Tax Year 2026 as follows:

$0.4784 for the purpose of maintenance and operations,
$0.1091 for the payment of principal and interest of debt, and
$0.5875 per $100 valuation for the total tax rate.

SECTION 2: That a $10,000 exemption is adopted for residents who are at least sixty-five (65) years old and who are owners of an occupied homestead.

SECTION 3: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION 4: THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 13.3% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $56.10.

SECTION 5: That the tax assessor-collector is hereby authorized to assess and collect the taxes of the City of Harker Heights in accordance with this ordinance.

DRAFT

SECTION 6: That Table VIII of the Table of Special Ordinances, Code of Harker Heights is hereby amended by adding the following entry:

Ordinance No: 2026-26
Date Passed: September 8, 2026
Description: An Ordinance of the City Council of the City of Harker Heights, Texas, Levying a Tax Rate of $0.5875 per $100 Valuation, Comprised of $0.4784 for Maintenance and Operations and $0.1091 for Interest and Sinking, for Fiscal Year 2027 (Tax Year 2026)

PASSED AND APPROVED this the 8th day of September 2026, by a vote of ____ ayes and __ nays at a regular meeting of the City Council of the City of Harker Heights, Texas.

_____
Michael D. Blomquist, Mayor

ATTEST:

_____
Julie Helsham, City Secretary

DRAFT

City Council Memorandum

FROM: The Office of the City Manager **DATE: September 08, 2026**

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN, PHASE II TO KIMLEY-HORN AND ASSOCIATES, INC IN THE AMOUNT OF $149,000.00 AND AUTHORIZING THE CITY MANAGER TO ACT AND SIGN ON BEHALF OF THE CITY. (RESOLUTION #2026-31; PROJECT MANAGER)

EXPLANATION:

The purpose of the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan is to evaluate compliance with relevant provisions of the ADA and the impact that the compliance status may have on the City's operational budget and Capital Improvement Plan. The results from this will be utilized to determine if maintenance, repairs, or new construction are needed for each identified public access areas and rights-of-way (ROW).

Phase I of the self-evaluation started in 2024 (Resolution 2024-45). During Phase I, Kimley-Horn and Associates, Inc evaluated four (4) buildings, four (4) parks, sidewalk corridors, unsignalized intersections and driveways, and the transition plan.

Phase II of the self-evaluation will include the evaluation of six (6) buildings and facilities, three (3) parks, sidewalk corridors, unsignalized intersections and driveways, and updates to the transition plan.

RECOMMENDATION:

Staff recommends awarding the Professional Services Agreement (PSA) for the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Phase II project in the amount of $149,000.00 to Kimley-Horn and Associates, Inc. and authorizing the City Manager to act and sign on behalf of the City.

ACTION BY THE CITY COUNCIL:

1. Motion to **approve / disapprove** Resolution #2026-31.
2. Any other action desired.

ATTACHMENTS:

ADATransitionPlan-PhaseII-Resolution-PDF
ADATransitionPlan-PhaseII-PSA

RESOLUTION NO. 2026-31

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR THE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN PHASE II PROJECT TO KIMLEY-HORN AND ASSOCIATIONS, INC IN THE AMOUNT OF $149,000.00 AND AUTHORIZING THE CITY MANAGER TO ACT AND SIGN ON BEHALF OF THE CITY IN ACCORDANCE WITH STATE LAW.

WHEREAS, Kimley-Horn and Associates, Inc (Kimley-Horn) is a pre-qualified engineering firm known for their ADA Self-Evaluation and Transition Plan work in the Central Texas Region; and

WHEREAS, the City staff and the City Attorney have vetted the proposal from Kimley-Horn; and

WHEREAS, the professional services agreement includes the following services: Project Management, Services/Policies/Practices/Programs/Activities Review, Building Review, Park Review, Public Rights-of-Way Review, Transition Plan Update, and Project Meetings; and

WHEREAS, the City Council finds that Kimley-Horn is the most highly qualified provider based on demonstrated competence and qualifications, and that the proposed Professional Services Agreement is in the public interest and should be approved; and

WHEREAS, the meeting at which this resolution was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Harker Heights, Texas:

1. The facts and recitations set forth above are hereby found and declared to be true and correct.

2. The contract ("Agreement") for the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan, Phase II to Kimely-Horn and Associated, Inc in the amount of $149,000.00.

3. The City Manager, David Mitchell, is hereby authorized and empowered to act in the name and on behalf of the City to execute and deliver the Agreement (and any changes therein and additions thereto as he shall determine to be necessary or advisable, such determination to be conclusively evidenced by the execution and delivery thereof), together with any related consents, notices, certificates, acknowledgments, and other instruments, and to act as the representative of the City in any lawful way to perform or cause to be performed such other and further acts as may be reasonably necessary and appropriate to effectuate the said Agreement, and to accomplish the purposes of these resolutions.

4. All actions taken or performed prior to the date hereof by any person herein authorized to act in respect to the matters referred to and approved in this Resolution be and hereby are ratified and confirmed in all respects.

5. Any person, corporation, partnership, limited partnership, association, joint venture or other business entity may presume upon the validity of the acts of any person authorized herein to act, without further recourse to the governing documents, minutes or other proceedings of the City, and without joinder of any other officer or employee of the City.

PASSED AND APPROVED on September 8, 2026, by the Harker Heights City Council.

CITY OF HARKER HEIGHTS, TEXAS:

_____
Michael D. Blomquist
May**or**

ATTEST:

_____
Julie Helsham, City Secretary

AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____day of September, 2026, by and between CITY OF HARKER HEIGHTS, TEXAS ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

NAME OF PROJECT: Americans with Disabilities Act (ADA) Self-Evaluation And Transition Plan – Phase 2 ("Project.")

The Client and the Consultant agree as follows:

1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("Services"). Any services that are not set forth in the scope of Services described in Exhibit A will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
   a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
   c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d) Arrange for access to the site and other property as required for the Consultant to provide its services.
   e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

3) Period of Services. Unless otherwise stated herein, the Consultant shall begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, the Consultant's compensation shall be renegotiated.

4) Compensation for Services.
   a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
   b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

5) Method of Payment.
   a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
   b) The Client will remit all payments electronically to:

      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248

   c) The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

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

e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

f) If the Consultant initiates legal proceedings to collect payment, the prevailing party in such litigation shall recover its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

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

6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and, to the extent authorized by law, the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.

7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to

in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

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

11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER

THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

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

13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation as a condition precedent to litigation. A

16) Construction Phase Services.

a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

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

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement is performable in Bell County, Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF HARKER HEIGHTS, TEXAS	KIMLEY-HORN AND ASSOCIATES, INC.
SIGNED: _____	SIGNED: Bradley J Hill
PRINTED NAME: _____	PRINTED NAME: Bradley J. Hill
TITLE: _____	TITLE: Regional Contract Lead
DATE: _____	DATE: August, 5 2026

EXHIBIT A

PROJECT UNDERSTANDING

The Client wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.

These services will constitute a Phase 2 of the ADA Self-Evaluation and Transition Plan and will consist of an ADA compliance review of select Client services, policies, practices, programs, and activities, buildings, parks, and public rights-of-way sidewalks corridors. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. The Client's 2025 ADA Transition Plan will be updated to formally document tasks and associated observations outlined in this Scope of Services.

SCOPE OF SERVICES

Task 1 – Project Management

1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 12-month duration.

1.2 The Consultant will prepare monthly progress reports for the duration of the project.

1.3 The Consultant will participate in up to 12 monthly status calls with the Client to discuss the project for the duration of the project (30-minute calls).

Task 1 Deliverables:

- Monthly invoices with progress reports.

Task 2 – Services, Policies, Practices, Programs, and Activities Review

Written notice to proceed will be provided by the Client prior to commencing work for **Task 2**.

2.1 The Consultant will coordinate with the Client to review Client services, policies, practices, programs, and activities required to be evaluated for ADA compliance. Examples may include:

- ADA/504 assurance
- Non-discrimination language for non-federal contracts
- Retaliation and coercion policies
- Reasonable modification request policy, procedures, and request form
- Effective communication policy, procedure, and request form
- Alternate format policy, procedure, and request form
- Disclaimer statement for other entities' links, forms, documents, and videos
- Service animal guidance/policy
- Other power-driven mobility device guidance/policy
- Event planning guidance/policy/checklist
- Ticketing guidance/policy
- Emergency management documents
- Design standards
- Ordinances
- Departmental programs, services, and activities

Task 2 Deliverables:

- Deliverables for **Task 2** will be specified in the written notice to proceed based on selected scope.

Client Responsibilities:

- Client responsibilities for **Task 2** will be specified in the written notice to proceed based on selected scope.

Task 3 – Building Review

3.1 The Consultant will establish field teams which will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010 will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010 and March 15, 2012 will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012 will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was originally constructed are excluded from the evaluations.

The Consultant will evaluate the following buildings and associated parking lots:

Building Name	Building Address
1. Central Fire Station	401 Indian Trail
2. Fire Station #2	3207 Stillhouse Lake Road
3. Maintenance Facility	217-B N. Mary Jo
4. Police Department	402 Indian Trail
5. Public Works Joint Facility	220 E. Kathey Road
6. Drop off Center and Recycling Facility	1761 Farm to Market 2410

Building evaluations are limited to all publicly accessible areas. Employee-only areas and work areas, including common-use spaces located in employee-only areas are excluded from the evaluation.

The Consultant will evaluate all on-site sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the building site. Only non-compliant issues along exterior pedestrian paths of travel will be recorded.

Task 3 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each building. Any modifications to the report format requested by the Client will be considered Additional Services. Each facility report will identify compliance status of each facility and consist of the following:
  - Listing of facilities that are not in compliance with ADA requirements.
  - Possible solutions to resolve non-compliance issues for each facility.
  - Barrier priority using criteria developed by the Consultant.

- "Cost report" that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein ae based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. These opinions of costs are for corrective actions and involve a single solution without extensive study, destructive testing, or design. Opinion of costs represent material and labor cost only and do not include other factors such as design, permitting, overhead, and contingencies. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, Client cost indexes, consulting with local specialty contractors, Client-provided information, and assumptions regarding future economic conditions.
- The compliance status and possible solutions will be based on the applicable ADA standards in effect at the time of construction or alteration. Properties constructed before September 15, 2010 will be reviewed against the 1991 ADA Standards or UFAS. Properties constructed between September 15, 2010 and March 15, 2012 will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards. Properties constructed after March 15, 2012 will be reviewed against the 2010 ADA Standards. State and local building codes under which the project was originally constructed are excluded from the evaluations.

Client Responsibilities:

- The Client will provide floor plans to the Consultant for the buildings to be evaluated.
- The Client will provide the Consultant and Subconsultant (Partner Engineering and Science, Inc.) access to the areas within the buildings to be evaluated.

Task 4 – Park Review

4.1 The Consultant will establish field teams which will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010 will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010 and March 15, 2012 will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012 will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was originally constructed are excluded from the evaluations.

The Consultant will evaluate the following parks and associated parking lots:

Park Name	Park Address
1. Goode-Connell Park	110 E. Beeline Lane
2. Kern Park	400 S. Ann Boulevard
3. Skipcha Park *Joint use with KISD*	515 Prospector Trail

The Consultant will evaluate the amenities listed in **Attachment A**. The Consultant will evaluate all on-site sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the park site. Only non-compliant issues along exterior pedestrian paths of travel will be recorded.

Task 4 Deliverables:

- Field work data in shapefile and geodatabase formats.

- Individual barrier photos in JPG format.

- Facility reports in PDF format. The Consultant will create a separate report for each park. Any modifications to the report format requested by the Client will be considered Additional Services. Each facility report will identify compliance status of each facility and consist of the following:
    - Listing of facilities that are not in compliance with ADA requirements.
    - Possible solutions to resolve non-compliance issues for each facility.
    - Barrier priority using criteria developed by the Consultant.
    - "Cost report" that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein ae based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. These opinions of costs are for corrective actions and involve a single solution without extensive study, destructive testing, or design. Opinion of costs represent material and labor cost only and do not include other factors such as design, permitting, overhead, and contingencies. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
    - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, Client cost indexes, consulting with local specialty contractors, Client-provided information, and assumptions regarding future economic conditions.
    - The compliance status and possible solutions will be based on the applicable ADA standards in effect at the time of construction or alteration. Properties constructed before September 15, 2010 will be reviewed against the 1991 ADA Standards or UFAS. Properties constructed between September 15, 2010 and March 15, 2012 will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards. Properties constructed after March 15, 2012 will be reviewed against the 2010 ADA Standards. State and local building codes under which the project was originally constructed are excluded from the evaluations.

Client Responsibilities:

- The Client will provide floor plans to the Consultant for the park facilities to be evaluated. The Client will provide the Consultant and Subconsultant (Partner Engineering and Science, Inc.) access to the areas within the parks to be evaluated.

Task 5 – Public Rights-of-Way Review

The Consultant will establish field teams which will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the 2023 Public Rights-of-Way Accessibility Guidelines (PROWAG). State and local building codes under which the project was originally constructed are excluded from the evaluations.

5.1 Sidewalk Corridors – The Consultant will evaluate up to 11 linear miles of sidewalk corridors. Sidewalk corridors consist of sidewalk, pedestrian street crossings, and pedestrian driveway crossings. The sidewalk corridor length is calculated using the centerline of pedestrian path of travel.

5.2 Unsignalized Intersections and Driveways – The Consultant will evaluate unsignalized intersections and driveways along the sidewalk corridors in **Task 5.1**. The Consultant estimates this task will consist of the evaluation of up to 88 intersections and up to 274 curb ramps. Evaluation of additional intersections or curb ramps will be considered Additional Services.

Task 5 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each facility type. Any modifications to the report format requested by the Client will be considered Additional Services. Each facility report will identify compliance status of each facility and consist of the following:
    - Listing of facilities that are not in compliance with PROWAG.
    - Listing of facilities that are in compliance with PROWAG.
    - Possible solutions to resolve non-compliance issues for each facility.
    - Barrier priority using criteria developed by the Consultant.
    - "Cost report" that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
    - Pay items and associated pay item units needed to develop the cost reports will match those used in Phase 1. Any modifications to pay items and associated pay item units will be considered Additional Services.
    - Photolog summary for each facility.
    - The compliance status and possible solutions will be based on PROWAG.

Client Responsibilities:

- The Client will select the sidewalk corridors to be evaluated in **Task 5.1** and provide the selected sidewalk corridors in GIS file format to the Consultant.

Task 6 – Transition Plan Update

The Consultant will coordinate with Client staff in updating the Transition Plan as follows:

6.1 Budget. The Consultant will provide the Client with a recommended multi-year budget needed for accessibility improvements identified in **Tasks 3** – **5**. Possible funding sources to achieve compliance will be provided. It will be the Client's responsibility to confirm the Client's eligibility for each funding source.

6.2 Draft Transition Plan. Based on the services, policies, practices, programs, and activities reviews completed in **Task 2** and the facility reviews completed in **Tasks 3** – **5**, the Consultant will prepare a draft Transition Plan update for the Client. The plan will consist of:

- Summary of project purpose, process, and most significant observations.

- Detailed observations of the services, policies, practices, programs, and activities reviews completed in **Task 2** and facility reviews completed in **Tasks 3** – **5**.
- A phased schedule with conceptual budget estimates for the removal of facility barriers identified in **Tasks 3** – **5**.

6.3 Final Transition Plan. The Consultant will address one (1) round of written consolidated comments from Client staff to prepare a Final ADA Self-Evaluation and Transition Plan for the Client.

Task 6 Deliverables:

- Electronic copies of the draft and final ADA Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final ADA Transition Plan Appendix in PDF format will be provided using the Consultant's electronic file sharing system.

Client Responsibilities:

- The Client will provide written consolidated comments on the draft ADA Transition Plan and Appendix.

Task 7 – Project Meetings

7.1 Kick-off Meeting. The Consultant will conduct up to one (1) meeting with Client staff to discuss the process that will be used to update the Client's ADA Transition Plan and to introduce the proposed project tasks and schedule. The Consultant will produce meeting materials and handouts, lead and facilitate the Kick-off Meeting, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).

7.2 Progress Meetings. The Consultant will conduct up to two (2) meetings with Client staff and the ADA Liaison Committee to provide project updates. The Consultant will produce meeting materials, lead and facilitate the meetings, and prepare a summary of action items resulting from the meetings (2-hour, virtual meetings).

7.3 Council Meeting/Workshop. The Consultant will prepare for and attend up to one (1) Client Council meeting/workshop. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings/workshops (2-hour, in-person meeting/workshop).

Task 7 Deliverables:

- Summary of action items from each meeting.
- Electronic copies of meeting presentations.

Client Responsibilities:

- The Client will conduct all internal coordination required to identify City staff to attend each meeting.
- The Client will provide the names and email addresses of all staff identified to attend each meeting.
- The Client will provide a location in which to host the meetings.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation of employee only areas and work areas, including common-use spaces located in employee-only areas.
- Providing printed copies of Appendices.

- Providing effective communication services, including but not limited to, sign language interpreting, and captioning services.
- Providing deliverables in accessible formats.
- Providing deliverables in languages other than English.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at the Consultant's then current hourly rates. Additional services we can provide include, but are not limited to the following:

- Evaluation and reporting of facilities not listed in **Tasks 3** – **5**.
- Staff training.
- Public outreach.
- Digital accessibility review of Client website and social media accounts.
- Esri dashboard development for viewing and updating the facilities geodatabase.
- Update of Transition Plan to document additional work.

Information Provided By Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

The Consultant will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. It is understood the project will have a 12-month duration. Any extension of the schedule requested by Client beyond the 12 months, will be mutually agreed to by the Client and Consultant. The Consultant shall be compensated for additional project management services requested by the Client.

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Fees and Expenses

The Consultant will perform the services in **Tasks 1** and **3 - 7** for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Project Management	$14,000	Lump Sum
3	Building Review	$32,500	Lump Sum
4	Park Review	$22,000	Lump Sum
5	Public Rights-of-Way Review	$51,000	Lump Sum
6	Transition Plan Update	$10,000	Lump Sum
7	Project Meetings	$17,500	Lump Sum
	Total	$147,000	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Consultant project number.

The Consultant will perform the services in **Task 2** on a labor fee plus expense basis with the maximum fee shown below.

Task Number & Name		Fee	Type
2	Services, Policies, Practices, Programs, and Activities Review	$2,000	Hourly, Not-to-Exceed
	Total	$2,000	

The Consultant will not exceed the total maximum fee shown without authorization from the Client. However, the Consultant reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request the Consultant to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Consultant project number.

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Kimley-Horn and Associates, Inc.
Hourly Labor Rate Schedule

Classification	Rate
Analyst I	$180 - $200
Analyst II	$205 - $255
Professional	$255 - $300
Senior Professional I	$305 - $370
Senior Professional II	$390 - $460
Senior Technical Support	$210 - $330
Technical Support	$115 - $220
Support Staff	$105 - $170

Effective through June 30, 2027

Subject to annual adjustment thereafter

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Attachment A
Park Amenities

Park Name	Park Address	Acres	Amenities
1. Goode-Connell Park	110 E. Beeline Lane	14	Exercise trail, playground area, climbing boulders, picnic tables, open play area, park benches, practice fields for soccer and baseball/softball
2. Kern Park	400 S. Ann Boulevard	8	Picnic tables, open play area, basketball courts, playground equipment
3. Skipcha Park *Joint use with KISD*	515 Prospector Trail	5	Playground equipment, picnic units, open play area, a pavilion, jogging/walking trail

City Council Memorandum

FROM: The Office of the City Manager **DATE: September 08, 2026**

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS, AWARDING A CONTRACT FOR THE 2024 MANHOLE REHABILITATION PROJECT, PHASE II TO B-CORP UTILITIES, INC., IN THE AMOUNT OF $300,778.00 AND AUTHORIZING THE CITY MANAGER TO ACT AND SIGN ON BEHALF OF THE CITY. (BID #26-560-516-01; RESOLUTION #2026-32; PROJECT MANAGER)

EXPLANATION:

The bidding process for this project began with the City advertising for bids for the 2024 Manhole Rehabilitation Project, Phase II on August 2, 2026 and August 9, 2026. A Non-Mandatory Pre-Bid conference was held at City Hall at 2:00 P.M. on August 11, 2026.

The major components of this project include the rehabilitation of existing manholes through the replacement of existing rings and covers, reformation of existing benches and inverts, removal and replacement of risers/cones, installation of venting systems and drop assemblies, locating and uncovering/clearing brush to access existing manholes, development of a bypass plan, erosion control, and vegetation of disturbed areas
There were a total of 63 plan sets pulled for this project and of those 28 were classified as General Contractors. On August 25, 2026 at 2:00 p.m., the sealed bids for the 2024 Manhole Rehabilitation Project, Phase II were opened at City Hall. At that time four (4) bids were received, read aloud, and found to meet specifications. The bid tabulation for those four (4) bids is attached and a summary of the total bids is provided below.

BIDDER	LOCATION	TOTAL BID
B-Corp Utilities, Inc	Gatesville, Texas	$300,778.00
TMS Utility, LLC	Oak Ridge North, Texas	$386,100.00
National Power Rodding Corp	Austin, Texas	$473,309.95
TTG Utilities, Inc	Gatesville, Texas	$551,551.00

The City's consultant engineer, KPA Engineers, reviewed the submitted bids and provided the attached bid tabulation and letter of recommendation. This bid is under the engineer's Opinion of Probable construction Cost (OPC) of $436,000.00.

RECOMMENDATION:

Staff recommends awarding Bid Number 26-560-516-01 to B-Corp Utilities, Inc. in the amount of $300,778.00 and authorizing the City Manager to act and sign on behalf of the City.

ACTION BY THE CITY COUNCIL:

1. Motion to **approve / disapprove** Resolution #2026-32.
2. Any other action desired.

ATTACHMENTS:

2024ManholeRehabilitationProj-PhaseII-Resolution-PDF
Letter of Recommendation & Bid Tabulation

RESOLUTION NO. 2026-32

A RESOLUTION AUTHORIZING A CONTRACT FOR THE 2024 MANHOLE REHABILITION PROJECT, PHASE II TO B-CORP UTILITIES, INC., IN THE AMOUNT OF $300,778.00 AND AUTHORIZING THE CITY MANAGER TO ACT AND SIGN ON BEHALF OF THE CITY IN ACCORDANCE WITH STATE LAW.

WHEREAS, the City advertised for bids on August 2nd and 9th, 2026; and

WHEREAS, the City has funds budgeted in the Capital Improvement Funds; and

WHEREAS, the City received four bids meeting specifications; and

WHEREAS, the City opened the sealed bids at 2:00 p.m. on August 25th, 2026 and found the lowest responsible bidder to be B-Corps Utilities, Inc., and;

WHEREAS, the meeting at which this resolution was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Harker Heights, Texas:

1. The facts and recitations set forth above are hereby found and declared to be true and correct.

2. The contract ("Agreement") for the 2024 Manhole Rehabilitation Project, Phase II to B-Corps Utilities, Inc., in the amount of $300,778.00.

3. The City Manager, David Mitchell, is hereby authorized and empowered to act in the name and on behalf of the City to execute and deliver the Agreement (and any changes therein and additions thereto as he shall determine to be necessary or advisable, such determination to be conclusively evidenced by the execution and delivery thereof), together with any related consents, notices, certificates, acknowledgments, and other instruments, and to act as the representative of the City in any lawful way to perform or cause to be performed such other and further acts as may be reasonably necessary and appropriate to effectuate the said Agreement, and to accomplish the purposes of these resolutions.

4. All actions taken or performed prior to the date hereof by any person herein authorized to act in respect to the matters referred to and approved in this Resolution be and hereby are ratified and confirmed in all respects.

5. Any person, corporation, partnership, limited partnership, association, joint venture or other business entity may presume upon the validity of the acts of any person authorized herein to act, without further recourse to the

governing documents, minutes or other proceedings of the City, and without joinder of any other officer or employee of the City.

PASSED AND APPROVED with _____ Ayes and _____ Nays on September 8, 2026, by the Harker Heights City Council.

_____
Michael D. Blomquist, Mayor
City of Harker Heights

ATTEST:

_____
Julie Helsham, City Secretary
City of Harker Heights

KPA ENGINEERS

11 South 2nd Street · Temple, TX 76501 · (254) 773-3731
800 South Austin Avenue · Georgetown, TX 78626 · (512) 819-9478

August 26, 2026

Mr. Mark Hyde
Assistant City Manager
City Hall
305 Millers Crossing
Harker Heights, Texas 76548

Re City of Harker Heights
2024 Manhole Rehabilitation Project – Phase II
Harker Heights, Texas

Dear Mr. Hyde:

On August 25, 2026, the City of Harker Heights received four (4) bids for the 2024 Manhole Rehabilitation Project – Phase II. A bid tabulation is attached for your reference. The project had sixty-three (63) plan holders, including twenty-eight (28) general contractors.

The Base Bid includes the following work:

The work generally includes rehabilitation of twenty-one (21) existing manholes; replacement of twenty-two (22) existing rings and covers; reformation of ten (10) existing benches and inverts; removal and replacement of ten (10) risers/cones; installation of three (3) venting systems and four (4) drop assemblies; locating and uncovering existing Manhole No. 16; brush clearing to access Manholes 13, 14, and 15; development of a bypass plan; erosion control; vegetation of disturbed areas; and related work.

The opinion of probable construction cost for the project was $436,000. The low bidder was B-Corp Utilities, Inc. of Gatesville, Texas, with a Base Bid of $300,778.00. Bids received ranged from $300,778.00 to $551,551.00. B-Corp Utilities, Inc. previously completed Phase I of the referenced project.

We recommend award of the contract to B-Corp Utilities, Inc. in the amount of $300,778.00.

If you have any questions or require additional information, please call.

Sincerely,

Thomas D. Valle, P.E.

xc: 2024-153-40

2024-153-40

BID TABULATION
CITY OF HARKER HEIGHTS
2024 Manhole Rehabilitation - Phase II
August 25, 2026; 2:00 PM

BIDDER INFORMATION

Bid No.	Estimated Quantity	Unit	Bid Data Description	B-Corp Utilities, Inc 206 Carroll Drive Gatesville, TX 76528 Unit Price	B-Corp Utilities, Inc Extended Amount	TMS Utility LLC 27493 Hanna Rd #7 Oak Ridge North, TX 77385 Unit Price	TMS Utility LLC Extended Amount	National Power Rodding Corp 9810 FM 969 Austin, TX 78724 Unit Price	National Power Rodding Corp Extended Amount	TTG Utilities, Inc P.O. Box 299 Gatesvillem TX 76528 Unit Price	TTG Utilities, Inc Extended Amount
ASE BID											
1	100%	LS	Mobilization, Bonds Insurance, not-to-exceed 5% of the Base Bid Amount	$ 23,945.00	$ 23,945.00	$ 25,000.00	$ 25,000.00	$ 21,500.00	$ 21,500.00	$ 23,000.00	$ 23,000.00
2	100%	LS	Implement and Administer Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	1,500.00	1,500.00	2,500.00	2,500.00	2,500.00	2,500.00	12,000.00	12,000.00
3	100%	LS	Provide Video of Right-of-Way Pre-Construction and Post Construction Site Conditions for the Total Project	200.00	200.00	6,500.00	6,500.00	3,500.00	3,500.00	850.00	850.00
4	100%	LS	Provide Project Record Drawings (As Builts)	200.00	200.00	1,500.00	1,500.00	2,000.00	2,000.00	1,300.00	1,300.00
5	21	EA	Rehabilitation of Existing Manholes Per Technical Specifications WW1.06.01, Item E.2.a and b "Condition 1" including surface restoration, preparing and implementing Traffic Control and Bypass Pumping as necessary for rehabilitation	7,414.00	155,694.00	8,000.00	168,000.00	5,880.95	123,499.95	11,700.00	245,700.00
6	6	EA	For Replacing Existing Ring and 24" Cover	1,300.00	7,800.00	1,850.00	11,100.00	5,280.00	31,680.00	2,000.00	12,000.00
7	8	EA	For Replacing Existing Rings and 24" Cover with Gasketed, Bolted and Watertight Cover to prevent Inflow	1,900.00	15,200.00	3,000.00	24,000.00	5,720.00	45,760.00	2,500.00	20,000.00
8	4	EA	For Replacing Existing Ring and 32" Cover	1,300.00	5,200.00	2,000.00	8,000.00	6,050.00	24,200.00	2,400.00	9,600.00
9	4	EA	For Replacing Existing Rings and 32" Cover with Gasketed, Bolted and Watertight Cover to prevent Inflow	1,400.00	5,600.00	3,000.00	12,000.00	6,380.00	25,520.00	2,550.00	10,200.00
10	4	EA	Furnish and Install Internal Drop Assembly	2,891.00	11,564.00	3,500.00	14,000.00	8,250.00	33,000.00	3,300.00	13,200.00
11	10	EA	For Reforming Existing Bench and Invert	3,162.00	31,620.00	500.00	5,000.00	1,500.00	15,000.00	5,100.00	51,000.00
12	10	EA	For Removing Replacing Riser/Cone	1,200.00	12,000.00	3,500.00	35,000.00	8,470.00	84,700.00	3,000.00	30,000.00
13	100%	LS	For Development of a Bypass Plan	1,000.00	1,000.00	30,000.00	30,000.00	500.00	500.00	45,000.00	45,000.00
14	3	EA	Furnish and Install Venting System	5,025.00	15,075.00	7,500.00	22,500.00	11,000.00	33,000.00	5,067.00	15,201.00
15	100%	LS	Provide Brush Clearing and Access to Manholes 13, 14 & 15	2,355.00	2,355.00	6,500.00	6,500.00	9,900.00	9,900.00	36,000.00	36,000.00
16	1	EA	Furnish all Materials, Equipment, Tools & Labor necessary to Uncover Existing Manhole 16 on Plan Sheet B-04	5,075.00	5,075.00	5,500.00	5,500.00	2,200.00	2,200.00	8,500.00	8,500.00
17	3,000	SY	Furnish Install Hydro Mulch Seeding For Permanent Erosion Control, Including water to Establish Sustain Growth	2.25	6,750.00	3.00	9,000.00	** 4.95	14,850.00	6.00	18,000.00
AMOUNT - (Items 1 - 17)					$ 300,778.00	*	$ 386,100.00		$ 473,309.95		$ 551,551.00

BID SUMMARY

	B-Corp Utilities, Inc	TMS Utility LLC	National Power Rodding Corp	TTG Utilities, Inc
TOTAL BID AMOUNT	**$ 300,778.00**	**$ 386,100.00**	**$ 473,309.95**	**$ 551,551.00**
wledge Addendum No. 1?	YES	YES	YES	YES
rovide Bid Security?	YES	YES	YES	YES
de required documents?	YES	YES	YES	YES

I hereby certify that this is a correct & true tabulation of all bids received

STATE OF TEXAS
THOMAS D. VALLE
92791
LICENSED
PROFESSIONAL ENGINEER

August 25, 2026

Thomas D. Valle, PE — Date

Kasberg, Patrick Associates, LP

* - Calculated Bid Amount was incorrect and has been corrected for Bid Tabulation.
** - Unit Price in Words did not match Unit Price in Numerals.

BID RECEIPT SUMMARY

2024 MANHOLE REHABILITATION - PHASE II

BID OPENING
August 25, 2026; 2:00 PM
305 Miller's Crossing; Harker Heights, TX 76548

	BIDDER	Bid Security?	Acknowledge Addenda No. 1	BASE BID
1	B-Corp Utilities, Inc	YES	YES	
2	*TMS Utility, LLC	YES	YES	
3	National Power Rodding Corp	YES	YES	
4	TTG Utilities, Inc	YES	YES	
5				
6				
7				
8				
9				
10				

*Calculated Bid Amount was incorrect and has been corrected for Bid Tabulation.