

# City of Killeen

## Agenda

### City Council

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Tuesday, May 5, 2026

3:00 PM

City Hall  
Council Chambers  
101 N. College Street  
Killeen, Texas 76541

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#### Call to Order and Roll Call

<input type="checkbox"/> Riakos Adams, Mayor	<input type="checkbox"/> Joseph Solomon
<input type="checkbox"/> Ramon Alvarez	<input type="checkbox"/> Vacant
<input type="checkbox"/> Anthony Kendrick	<input type="checkbox"/> Vacant
<input type="checkbox"/> Jessica Gonzalez	<input type="checkbox"/> Vacant

#### Invocation

#### Pledge of Allegiance

#### Approval of Agenda

#### Presentations

1. [PR-26-009](#) Proclamation recognizing Municipal Clerk's Week
2. [PR-26-010](#) Proclamation recognizing Silver Star Families

#### Work Session

Discuss agenda items 3-12 for the May 5, 2026 Regular Session

#### Citizen Comments on Agenda Items

*This section allows members of the public to address the Council regarding any item, other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up prior to the start of the Council meeting, may speak only one (1) time, and such address shall be limited to three (3) minutes. A timer will be placed so that the speaker and citizens can see it. A majority vote of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.*

#### Regular Session

#### Consent Agenda

3. [MN-26-014](#) Consider Minutes of Regular City Council Meeting of April 7, 2026.
4. [RS-26-066](#) Consider a memorandum/resolution authorizing the purchase of technology equipment for the Rosa Hereford Community Center from GTS Technology Solutions, in the amount of \$235,265.00.  
**Attachments:** [Quote](#)  
[Contract Verification](#)  
[TXDIR Contract Summary](#)  
[TXDIR Contract Summary](#)  
[TIPS Contract Summary](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
5. [RS-26-067](#) Consider a memorandum/resolution approving the purchase and installation of equipment for the outdoor warning siren capital improvement project from Federal Signal, in the amount of \$250,486.30.  
**Attachments:** [Agreement](#)  
[Quote](#)  
[HGACBuy Contract Summary](#)  
[Maps](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
6. [RS-26-068](#) Consider a memorandum/resolution declaring three vacancies on the Animal Advisory Committee Board and appointing three new members.  
**Attachments:** [Memorandum](#)  
[Presentation](#)
7. [RS-26-069](#) Consider a memorandum/resolution expiring the Conditional Use Permits (CUP) for four (4) properties in accordance with Killeen Code of Ordinances Sec. 31-456(e)(1)(A).  
**Attachments:** [Ordinance No. 17-047](#)  
[Notification Letter for 9600 South Fort Hood St](#)  
[Ordinance No. 18-027](#)  
[Notification Letter for 410 Tower Hill](#)  
[Ordinance No. 22-022](#)  
[Notification Letter for Chaparral Road](#)  
[Ordinance No. 23-039](#)  
[Notification Letter for 8390 Featherline Road](#)  
[Presentation](#)

8. [RS-26-070](#) Consider a memorandum/resolution amending the Fiscal Year 2026 agreement with the Killeen Economic Development Corporation to provide economic development services, in the amount of \$215,000.00.  
**Attachments:** [Amendment Agreement](#)  
[Amended Budget](#)  
[Presentation](#)
9. [RS-26-071](#) Consider a memorandum/resolution granting an electric utility easement to Bartlett Electric Cooperative, Inc., to provide power to the Highway 195 Ground Storage Tank.  
**Attachments:** [Easement Presentation](#)
10. [RS-26-072](#) Consider a memorandum/resolution awarding Bid No. 26-24, Pavement Marking Services, to D.I.J Construction, Inc., in the amount of \$473,664.00.  
**Attachments:** [Bid Tab](#)  
[Bid Submission](#)  
[Bid Recommendation Letter](#)  
[Contract Verification Form](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
11. [RS-26-073](#) Consider a memorandum/resolution authorizing City of Killeen officials to apply for, accept, decline, modify or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program to continue a program targeting vehicle and catalytic converter theft.  
**Attachments:** [Grant Application](#)  
[Presentation](#)
12. [RS-26-074](#) Consider a memorandum/resolution authorizing an agreement with Target Solutions (TIPS Contract #23010402) for Water Damage Repair at Stonetree Golf Course Clubhouse, in the amount of \$137,676.00.  
**Attachments:** [Quote](#)  
[Contract Verification](#)  
[TIPs Contract Summary](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

## Discussion Items

13. [DS-26-035](#) Fiscal Year 2026 ADA Remediation  
*Attachments:* [Presentation](#)
14. [DS-26-036](#) Discuss Parcels in Trust Program  
*Attachments:* [Presentation](#)
15. [DS-26-037](#) Discussion regarding Pavement Overlays for 2026  
*Attachments:* [Presentation](#)
16. [DS-26-038](#) Discuss the May 12, 2026 Special Meetings to canvass the General and Special Elections and consider ordinances approving the canvass results
17. [DS-26-039](#) Discuss Executive Search Firm for City Manager appointment

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on April 28, 2026.*

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Laura J. Calcote, City Secretary

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

*This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.*

## Notice of Meetings

*The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.*

- *Teen Court, April 28, 2026, 6:00 p.m., Municipal Court Building*
- *Opening Day for Baseball, Softball, T-Ball, May 2, 2026, 9:00 a.m., 2201 Veterans Memorial Blvd. - Softball Fields*
- *Main Street Program Celebration, May 27, 2026, 10:30 a.m.-12:00 p.m., Brick and Barrell, 415 N. Gray Street*

**Dedicated Service -- Every Day, for Everyone!**



# City of Killeen

## Staff Report

File Number: PR-26-009

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Proclamation recognizing Municipal Clerk's Week



# City of Killeen

## Staff Report

File Number: PR-26-010

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Proclamation recognizing Silver Star Families



# City of Killeen

## Staff Report

File Number: MN-26-014

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Consider Minutes of Regular City Council Meeting of April 7, 2026.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
April 7, 2026 at 3:00 p.m.

Presiding: Mayor Riakos Adams

Attending: Mayor Protem Ramon Alvarez, Councilmembers Anthony Kendrick, Joseph Solomon and Jessica Gonzalez

Also attending were City Manager Kent Cagle, Assistant City Manager Jeffery Reynolds, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and Sergeant-at-Arms Commander Rush

Pastor Shawn L. Moten gave the invocation. Mayor Protem Alvarez led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Councilmember Solomon to approve the agenda, with the exception of RS-26-051. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (4-0).*

### Presentations

**PR-26-008** Killeen Star Award

Mayor Adams and Councilmember Solomon recognized Ruby L. Jackson for being an outstanding community member.

### Work Session

Discuss agenda items 2 - 6 for the April 7, 2026 Regular Session

### Citizen Comments on Agenda Items

Charles Kimble spoke regarding DS-26-031 and DS-26-033.

Michael Fornino spoke regarding DS-26-031 and DS-26-033.

Christy Wilbanks spoke regarding DS-26-031.

Sue Croft spoke regarding DS-26-031 and DS-26-033.

Barukh Rhode spoke regarding DS-26-030.

Mellisa Brown spoke regarding OR-26-008 and DS-26-030.

### **Regular Session**

### **Consent Agenda**

- MN-26-012** Consider Minutes of Regular City Council Meeting of March 3, 2026.
- RS-26-052** Consider a memorandum/resolution approving a firework display permit application for a firework display at the Killeen Municipal Court on April 25, 2026.
- OR-26-008** Consider an ordinance designating the City Manager as the pricing officer and authorizing the issuance and sale of the City of Killeen, Texas General Obligation Bonds in one or more series.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF KILLEEN, TEXAS, GENERAL OBLIGATION REFUNDING BONDS; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; APPROVING ANY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

*Motion was made by Mayor Protem Alvarez to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

### **Public Hearings**

- PH-26-014** Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services, Inc., on behalf of Clear Creek Commercial, Ltd. and Clear Creek Development, Ltd., (Case# Z26-05) to rezone approximately 3.25 acres, being Lots 1-7 and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686 from "B-5" (Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 4603, 4605, 4607, 4701, 4703, 4705, and 4707 Barrington Trail; and 5201 West Stan Schlueter Loop, Killeen, Texas.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 3.25 ACRES, BEING LOTS 1-7 AND PART OF LOT 8, BLOCK 1, CLEAR CREEK ESTATES, PHASE I; AND APPROXIMATELY 1.746 ACRES OUT OF THE T. ROBINETT SURVEY, ABSTRACT NO. 686 FROM "B-5" (BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

Staff Comments: Wallis Meshier, Executive Director of Development Services

This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Mayor Adams opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Gary Purser spoke in favor of the ordinance.

With no one else appearing, the public hearing was closed.

*Motion was made by Councilman Solomon to approve PH-26-014. Motion was seconded by Mayor Protem Alvarez. The motion carried unanimously (4-0).*

#### **Discussion Item**

**DS-26-029** Receive Arts Commission Annual Report

Staff Comments: Judith Tangalin, Executive Director of Finance

Ms. Tangalin and Arts Commission Chair, Christopher Brown, presented this item to City Council for discussion. Ms. Tangalin and Mr. Brown were available to provide additional information and to answer questions.

**DS-26-030** Discussion regarding tiny homes and ADUs

Staff Comments: Wallis Meshier, Executive Director of Development Services

Ms. Meshier presented this item to City Council for discussion and consideration. Ms. Meshier was available to provide additional information and to answer questions.

*Motion of direction was made by Mayor Protem Alvarez directing staff to prepare an ordinance codifying the North Killeen Revitalization Program (NKRP) ordinance and establishing an overlay zoning district to allow Tiny Homes, Tiny Homes on Wheels (THOWS) and Accessory Dwelling Units (ADUs) by-right; and limiting locally undesirable land uses. Motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

**DS-26-031** Acknowledge the retirement announcement of City Manager Kent Cagle, and discuss

City Manager search process

Staff Comments: Holli Clements, City Attorney

Ms. Clements presented this item to City Council for discussion and consideration.

Ms. Clements was available to provide additional information and to answer questions.

*Motion of direction was made by Mayor Protem Alvarez for staff to solicit quotes from professional firms in search of a City Manager. The motion was seconded by Councilmember Solomon. The motion carried unanimously (4-0).*

### Executive Session

**DS-26-032** Discuss commercial and financial information of a business prospect that the City seeks to have locate in the Killeen Industrial Park and deliberate the offer of economic development incentives

**DS-26-033** Discuss appointment of an Interim City Manager

**DS-26-034** Conduct Annual Evaluation of the City Municipal Judge

At 4:08 p.m., Mayor Adams called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.074 - Personnel Matters, the City Council will conduct a City Auditor annual review. Public discussion of this matter would not be in the best interest of the city.

At 6:07 p.m., Mayor Adams reconvened the City Council meeting into Regular Session.

### Resolutions

**RS-26-053** Consider a memorandum/resolution confirming the Presiding Municipal Judge's annual evaluation and consideration for an adjustment to pay.

*Motion was made by Mayor Protem Alvarez to approve RS-26-053, and to provide the Presiding Municipal Judge with a five percent (5%) cost of living increase. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (4-0).*

### Adjournment

With no further business, upon motion being made by Mayor Protem Alvarez, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 6:09 p.m.



# City of Killeen

## Staff Report

File Number: RS-26-066

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Consider a memorandum/resolution authorizing the purchase of technology equipment for the Rosa Hereford Community Center from GTS Technology Solutions, in the amount of \$235,265.00.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Willie Resto, Executive Director of Information Technology

**SUBJECT:** Purchase of Technology Equipment

### **BACKGROUND AND FINDINGS:**

The Rosa Hereford Community Center is currently under construction as a modern, multi-purpose facility designed to support community programming, public meetings, educational activities, and civic engagement. To ensure the facility is fully operational upon completion, installation of enterprise-grade network and computer equipment is required as part of the construction project.

Technology infrastructure is a core building system and must be implemented during construction to ensure proper integration, security, and long-term performance. This purchase will establish the foundational network environment necessary to support both staff operations and public use.

The proposed equipment will:

- Provide secure, high-speed wired and wireless connectivity throughout the facility
- Support City administrative operations and cloud-based municipal systems
- Enable public meetings, rentals, and community programming requiring internet access
- Integrate security cameras, access control, and audiovisual systems
- Ensure compliance with City cybersecurity and IT standards
- Allow for scalable growth to meet future technology needs

Without this infrastructure, the facility would not be able to operate effectively or meet modern service expectations.

The purchase includes:

- Enterprise network switches and wireless access points
- Desk phones
- Uninterruptible Power Supply (UPS) systems
- Staff workstations and program-support computers

All equipment will align with existing City technology standards to ensure centralized management,

operational consistency, and long-term lifecycle planning.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

The Information Technology Department is seeking approval to purchase computer hardware from GTS Technology Solutions through Texas DIR purchasing contracts DIR-CPO-5792 and DIR-CPO-5347, as well as TIPS contract 230105. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

Hardware purchases are \$235,265.00.

**Is this a one-time or recurring revenue/expenditure?**

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the Community Development Grants in the Rosa Hereford Project 210-55124-500-520-412642.

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

Yes.

**RECOMMENDATION:**

Staff recommends that City Council approve the procurement of technology equipment hardware from GTS Technology Solutions using Texas DIR contracts DIR-CPO-5792 and DIR-CPO-5347 as

well as TIPS 230105 in the amount of \$235,265.00 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Quote  
Contract Verification  
TXDIR Contract Summary  
TXDIR Contract Summary  
TIPS Contract Summary  
Certificate of Interested Parties  
Presentation



**TECHNOLOGY SOLUTIONS**

GTS Technology Solutions, Inc.  
9211 Waterford Centre Blvd Suite 275  
Austin, Texas 78758  
Phone: 512.452.0651

**QUOTE**

Quote Number: **Q-24718**  
Quoted Date: 03/25/2026  
Expiration Date: 04/03/2026  
Account Exec: Ashley Ambroso  
Inside Sales Rep: Nicole Gottlich  
nicole.gottlich@gts-ts.com  
(512) 681-6226  
NET 30  
  
Terms:

**QUOTE FOR:**

City of Killeen

**HPE Aruba**

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	JL659A	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - (48) SmartRate 100M/1G/2.5G/5G BASE-T Class 6 PoE ports supporting up to 60W per port, (4) 1/10/25/50G SFP ports - 1Gbps: 4.24SecC		Tips 230105	22	\$ 6,421.18	\$ 141,265.96
2	JL086A#B2B	Aruba X372 54VDC 680W PS with JmpCbl-NA/JP/TW		Tips 230105	22	\$ 320.17	\$ 7,043.74
3	JL488A	HPE Direct Attach Cable - Male Left Gender - Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 3M Length - Black		Tips 230105	6	\$ 139.29	\$ 835.74
4	JL487A	HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable - Male Left Gender		Tips 230105	25	\$ 98.43	\$ 2,460.75

## QUOTE

Quote Number:

**Q-24718**

5	J9151E	- Male Right Gender - SFP28 Right Connector - SFP28 Left Connector - 0.65M Length HPE Aruba Networking 10G SFP+ LC LR 10km SMF Transceiver - J9151E - Type: SFP+ - Transfer speed: 10 Gb - Maximum distance: 10 km - Weight: 20 gm (0.1 lb) - Dimensions: 1.5 x 5.6 x 1.3 cm (0.6 x 2.2 x 0.5 in)	Tips 230105	4	\$ 1,050.92	\$ 4,203.68
6	R7J28A	HPE ARUBA AP-635 (US) CAMPUS AP - 2.4 GHz;5 GHz;6 GHz - 2x2 MIMO - Wireless - Bluetooth;IEEE 802.11ax - WLAN Access Points - E0, E1: Two Ethernet wired network ports (RJ-45); Auto-sensing link speed (100/1000/2500BASE-T) and MDI/MDX ; 2.5Gbps speed c	Tips 230105	25	\$ 431.77	\$ 10,794.25
7	R3J16A	HPE Aruba Networking APMNTB Campus AP Type B Suspended Ceiling Rail Flat 15/16 Mount Bracket Kit	Tips 230105	25	\$ 10.85	\$ 271.25
8	SRT3000RMXLA-NC	APC Smart-UPS On-Line, 3kVA, Rackmount 2U, 120V, 8x 5-20R+1x L5-30R NEMA outlets, Network Card, Extended runtime.	DIR-CPO-5097	3	\$ 4,910.51	\$ 14,731.53

### Dell

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
9	210-BPPF	Dell Pro Slim Plus QBS1250		DIR-CPO-5792-	22	\$ 1,938.81	\$ 42,653.82

Quote Number:

**Q-24718**

Intel(R) Core(TM) Ultra 7 265 (13  
TOPS NPU, 20 cores, up to  
5.3GHz)  
Windows 11 Pro  
32GB: 1 x 32GB, DDR5, up to 5600  
MT/s, non-ECC  
1TB SSD TLC  
1st M.2 2280 SSD Screw  
Integrated Graphics  
Intel(R) Wi-Fi 6E AX211, 2x2,  
802.11ax, Bluetooth(R) wireless  
card  
Internal WiFi Antenna  
WLAN Driver Intel(R) Wi-Fi 6E  
AX211  
No Additional Add In Cards  
English, French, Spanish, Brazilian  
Portuguese  
CMS Software not included  
Dell Pro Slim Plus QBS1250 with  
260W PSU  
Dell Pro Keyboard and Mouse -  
KM5221W - US English - Black  
Mouse included with Keyboard  
ENERGY STAR Qualified  
System Power Cord C13  
(Philipine/TH/US)  
Documentation  
Watch Dog SRV  
Quick Start Guide  
US/Canada Battery Warning Label  
Print on Demand Label  
Trusted Platform Module (Discrete  
TPM Enabled)  
Shipping Material (DAO)

R

Quote Number:

**Q-24718**

Shipping Label  
DAO Regulatory label for 260W PSU  
Driver/APP for IRST  
Intel Core Ultra 7 Processor Label  
Desktop BTS/BTP Shipment  
Dell Pro Slim Plus QBS1250  
No vPro(R) support  
EPEAT Silver with Climate+  
Fixed Hardware Configuration  
No Optical Drive  
Internal speaker  
No Additional Network Card  
Selected (Integrated NIC included)  
No Additional Video Ports  
No Option Included  
No Media Card Reader  
NO RAID  
No Hard Drive Bracket  
Dell Limited Hardware Warranty  
Plus Service  
ProSupport Plus: Accidental  
Damage Service, 5 Years  
ProSupport Plus: Keep Your Hard  
Drive, 5 Years  
ProSupport Plus: 7x24 Technical  
Support, 5 Years  
ProSupport Plus: Next Business Day  
Onsite, 5 Years  
Thank you for choosing Dell  
ProSupport Plus. For tech support,  
visit [www.dell.com/contactdell](http://www.dell.com/contactdell) or  
call 1-866-516-3115  
Activate Your Microsoft 365 For A  
30 Day Trial  
Dell Pro Slim Plus QBS1250

Quote Number:

**Q-24718**

No Additional Add In Cards

10	210-BMGH	Dell Pro 24 Plus Monitor P2425H	DIR-CPO-5792- R	32	\$ 171.90	\$ 5,500.80
11	520-AARU	Dell Slim Soundbar - SB521A	DIR-CPO-5792- R	22	\$ 42.18	\$ 927.96

### IP Phones

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
12	DP-9851-K9=	Cisco Desk Phone 9851, Carbon Black - 3.7-inch Color LCD - Backlit indicator - Message Waiting Capability - 1-Year Limited Hardware Warranty		DIR-CPO-5347	20	\$ 228.77	\$ 4,575.40

<p><i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.</i></p> <p><b>**This quote does not include the applicable sales tax for our commercial customers**</b></p>	<b>Sales Total:</b>	<b>\$ 235,264.88</b>
	<b>Freight &amp; Misc:</b>	<b>\$ 0.00</b>
	<b>Tax Total:</b>	<b>\$ 0.00</b>
	<b>Total (USD):</b>	<b>\$ 235,264.88</b>



## Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

*Eilene Melvin*

\_\_\_\_\_  
Signature

Eilene Melvin

\_\_\_\_\_  
Printed Name

03/24/2026

\_\_\_\_\_  
Date

GTS Technology Solutions

\_\_\_\_\_  
Company Name

Inside Sales Manager

\_\_\_\_\_  
Title


# FORM Contract Verification

Final Audit Report

2026-03-24

Created:	2026-03-24
By:	Nicole Gottlich (nicole.gottlich@gts-ts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATKv83Osl6TselIkUQEXBthMfc7G55NtL

## "FORM Contract Verification" History

-  Document created by Nicole Gottlich (nicole.gottlich@gts-ts.com)  
2026-03-24 - 5:49:40 PM GMT
-  Document emailed to Eilene Melvin (eilene.melvin@gts-ts.com) for signature  
2026-03-24 - 5:49:44 PM GMT
-  Email viewed by Eilene Melvin (eilene.melvin@gts-ts.com)  
2026-03-24 - 5:50:59 PM GMT
-  Document e-signed by Eilene Melvin (eilene.melvin@gts-ts.com)  
Signature Date: 2026-03-24 - 5:52:07 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-24 - 5:52:07 PM GMT

[Home](#) ›

Contract Number

## DIR-CPO-5792

Contract Start Date: **04/04/25** ⓘ

Contract Term Date: **04/04/27** ⓘ

Contract Expiration Date: **04/04/30** ⓘ

Vendor Information

### Dell Marketing LP

Vendor ID: **1742616805400**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-CPO-TMP-582**

Contract Status: **Active**

**VENDOR CONTACT:**

[JoAnn Tamez](#) ↗

Phone: (512) 813-1905

[Vendor Website](#) ↗

**DIR CONTACT:**

[Suzanne Carson](#) ↗

Phone: (512) 475-4948

Provide Feedback

## Contract Overview

This contract is for Dell-Branded Products including, but not limited to, desktops, laptops, tablets, peripherals, accessories, and software products manufactured, distributed, or licensed under the Dell brand name and related services. This contract also includes Dell-Branded Services, including cloud services.

## Contract Details & Ordering Information

Products & Services



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Hardware

- Other
- Software
- Technical Services

## MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

### About File Formats

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300 W. 15th Street  
Suite 1300  
Austin, TX 78701  
512-475-4700

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Contract Number

## DIR-CPO-5347

Contract Start Date: **01/07/25** ⓘ

Contract Term Date: **01/07/27** ⓘ

Contract Expiration Date: **01/07/30** ⓘ

Vendor Information

### **Cisco Systems, Inc.**

Vendor ID: **1770059951100**

RFO: **DIR-CPO-TMP-578**

Contract Status: **Active**

**VENDOR CONTACT:**

[Jumana Dihu](#) ↗

Phone: (773) 269-6397

[Vendor Website](#) ↗

**DIR CONTACT:**

[Jeremiah Rodriguez](#) ↗

Phone: (737) 354-7016

Provide Feedback

## Contract Overview

Cisco Systems, Inc., offers Cisco Branded Products and Related Services. Contracts may be used by all eligible Customers including Texas State Agencies, as defined by TGC 2054.003 (13), units of Local Government, as defined by TGC 2054.003 (9), cities, counties, public school districts, municipalities, Special Purpose Districts, Institutions of Higher Education, as defined by TEC 61.003, assistance organizations, as defined by TGC 2175.001, Electric Reliability Council of Texas (ERCOT), Lower Colorado River Authority (LCRA), Private Schools, as defined by TEC 5.001, Private or Independent Institutions of Higher Education, as defined by TEC 61.003, Volunteer Fire Departments, as defined by TTC 152.001, Public Safety Entities, as defined by 47 U.S.C. Section 1401, County hospitals, public hospitals or hospital districts, and public entities outside Texas, as defined by TGC 2054.0565. Resellers are available under this contract.

## Contract Details & Ordering Information

Products & Services



## Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Access and Access Circuits
- Catalog
- Components
- Data Storage
- Misc IT Hardware, Peripherals, Components and Related Services
- Networking Products and Services
- Permanent Virtual Connections
- Routers and Related Equipment
- Seat Management - Network

### MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

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# The Interlocal Purchasing System

Purchasing Made Personal



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## GTS Technology Solutions Inc

EMAIL PO & VENDOR QUOTE TO: [TIPSPO@TIPS-USA.COM](mailto:TIPSPO@TIPS-USA.COM)  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	9211 Waterford Centre Blvd,	NAME Charlie Martin
CITY	Austin	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	78758	EMAIL <a href="mailto:tips@tips-usa.com">tips@tips-usa.com</a>

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y**

**HUB: Y**

### SERVING STATES

AR | GA | IN | KS | KT | LA | MO | NC | OK | SC | TN | FL | CA | OH | VA | TX

### Overview

*GTS is an end to end technology solutions provider. We are a technology reseller, professional services provider, and IT Staffing company. We offer over 400 manufacturers and pride ourselves in our customer relationships.*

## **AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
230703	Staffing Services	09/30/2026	See EDGAR Certification Doc.

## **CONTACTS BY CONTRACTS**

### **230105**

Dana Rezka	Contracts	(512) 681-6210	dana.rezka@gts-ts.com
Justin Easton	Director of Inside	(512) 681-6210	justin.easton@gts-ts.com

### **230703**

Jenny Kertsos	Account Executive	(540) 847-2996	jenny.kertsos@gts-ts.com
Nathan Tart	Vice President of	(512) 750-2191	gtssales@gts-ts.com

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 GTS Technology Solutions  
 Austin, TX United States

**Certificate Number:**  
 2026-1437415

**Date Filed:**  
 03/24/2026

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Killeen

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 TIPS203105 - DIR5792 - DIR5347  
 Rosa Hereford Project - HPE Aruba, Dell, and Cisco

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Eilene Melvin, and my date of birth is 08/27/1997.

My address is 9211 Waterford Centre Blvd #275, Austin, TX, 78758, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 24th day of March, 2026.  
(month) (year)

*Eilene Melvin*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# Rosa Hereford - Form 1295 Certificate 101510725

Final Audit Report

2026-03-24

Created:	2026-03-24
By:	Nicole Gottlich (nicole.gottlich@gts-ts.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIkO391XF8qyIO34kYFVcCc3B5Zx-JnDj

## "Rosa Hereford - Form 1295 Certificate 101510725" History

-  Document created by Nicole Gottlich (nicole.gottlich@gts-ts.com)  
2026-03-24 - 6:04:04 PM GMT
-  Document emailed to Eilene Melvin (eilene.melvin@gts-ts.com) for signature  
2026-03-24 - 6:04:07 PM GMT
-  Email viewed by Eilene Melvin (eilene.melvin@gts-ts.com)  
2026-03-24 - 6:39:48 PM GMT
-  Document e-signed by Eilene Melvin (eilene.melvin@gts-ts.com)  
Signature Date: 2026-03-24 - 6:39:56 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-24 - 6:39:56 PM GMT



**PURCHASE OF  
TECHNOLOGY EQUIPMENT  
FOR ROSA HEREFORD**

RS-26-066

May 5, 2026

# Background

- The Rosa Hereford Community Center is currently under construction as a modern, multi-purpose facility designed to support community programming, public meetings, educational activities, and civic engagement
- To ensure the facility is fully operational upon completion, installation of enterprise-grade network and computer equipment is required as part of the construction project

# Background

- The proposed technology equipment includes Network Switches, Wireless Access Points, Uninterruptible Powers Supply(UPS) Systems, Desk Phones, Staff Workstations and program supported computers
- All equipment will align with existing City technology standards to ensure centralized management, operational consistency, and long-term lifecycle planning

# Background continued

- This purchase of this equipment from GTS Technology Solutions, Inc., a valued added reseller, is quoted through the Texas DIR contracts DIR-CPO-5792, DIR-CPO-5327, and TIPS contract 230105 in the amount of \$235,265
- Funding for this equipment was approved early this year utilizing the Community Development Grant Funds

# Recommendation

- Staff recommends that City Council approve the procurement of technology equipment hardware from GTS Technology Solutions using Texas DIR contracts DIR-CPO-5792, DIR-CPO-5347 and TIPS contract 230105 in the amount of \$235,265 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law



# City of Killeen

## Staff Report

File Number: RS-26-067

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Consider a memorandum/resolution approving the purchase and installation of equipment for the outdoor warning siren capital improvement project from Federal Signal, in the amount of \$250,486.30.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Sara Williams, OHSEM Director

**SUBJECT:** Authorize the outdoor warning siren capital improvement project.

### **BACKGROUND AND FINDINGS:**

The FY 2026 Capital Improvement Plan includes the Outdoor Warning Siren (OWS) - Phase 2 project with funding for the installation of new sirens and integration of lightning alerting and messaging software.

This project will install 1 new, additional, solar powered Modulator (MOD) High Powered Speaker Array with battery back up at Community Park; install 4 new, additional, solar powered mechanical High Powered Outdoor Sirens with battery backup. These will be located at the following locations: the drainage area at Elms Rd. and Vernice Loop, adjacent to the water tower on Clear Creek, south of Mohawk Rd., at Phyllis Park on Phyllis Dr., and on the west side of Liberty St., between Rancier Rd. and Atkinson Dr. The MOD siren at Community Park will provide spoken instructions in addition to traditional siren tones, to assist patrons of the park in inclement weather. The 4 mechanical sirens will provide additional sound coverage in areas where coverage has been limited.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

The Office of Homeland Security & Emergency Management is seeking approval for Outdoor Warning Siren - Phase 2 additions and changes from Federal Signal under the HGAC Buy contract HP08-25. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; "a local

government that purchases goods of services under this subchapter satisfies any state law requiring the local government to seek competitive bids for purchase of the goods or services.' This purchase will conform to all applicable city, state, & federal laws.

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

FY 2026 expense is 250,486.30

**Is this a one-time or recurring revenue/expenditure?**

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

Yes

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

Yes, sufficient funds are budgeted in the Governmental CIP Fund account 300-56415-900-250-926004.

**RECOMMENDATION:**

Staff recommends that the City Council approve the purchase for the outdoor warning siren capital improvement project from Federal Signal in the amount of \$250,486.30, and authorize the City Manager, or his designee, to execute any and all changes to orders within the amounts set by State and Local Law.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Quote  
HGACBuy Contract Summary  
Maps  
Certificate of Interested Parties  
Presentation



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - Federal Signal Corporation - Public Services - ID: 14632 - HP08-25

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Federal Signal Corporation, hereinafter referred to as the Contractor, having its principal place of business at 2645 Federal Signal Drive, University Park, IL 60484.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was**

considered in a procurement transaction, etc.

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Aug 01 2025 and ends Jul 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

#### **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

##### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

##### **Price Increase**

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, [james.glover@h-gac.com](mailto:james.glover@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

### **ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

### **ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

### **ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

#### **ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

#### **ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

#### **ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

#### **ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

#### **ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

#### **ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

**ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**Federal Signal Corporation**

**H-GAC**

Signature  9666259C26214EB...

Signature  82EC270D5D61423...

Name Brent Gambrel

Name Chuck Wemple

Title VP/GM Systems

Title Executive Director

Date 8/5/2025

Date 8/5/2025

**City of Killeen**

Signature \_\_\_\_\_

Name Kent Cagle

Title City Manager

Date \_\_\_\_\_

# Quote #1180 - Killeen, Texas - 2026 Siren CIP



## HGAC Contract #HP08-25

FS-CV-HGAC - Federal Signal Cooperative Pricing  
Equipment - 10% Trade Net Discount  
Services - 5% Discount

COMMANDER1-L-POINT  
**CommanderOne Lightning**

Federal Signal's Lightning Alerting is a valuable addition to our flagship CommanderOne® siren activation and monitoring system. It enhances weather capabilities by enabling users to define a Lightning Point and choose up to 2 radii for customized emergency communication. When lightning is detected within a radius, you can activate outdoor sirens, email notifications, and text messages quickly. This feature is particularly useful for industrial or chemical plants, outdoor recreational areas, parks, and campuses where lightning poses a threat to employees and communities. Renews yearly.



2,500.00  
x 1  
10% discount  
2,250.00

COMMANDER1-M  
**CommanderOne Messaging**

CommanderOne Messaging makes it simple and efficient for first responders to receive operational alerts and automated messages instantly after NOAA issued alerts, status change of a siren, or activation of a hotkey. Renews yearly.



525.00  
x 1  
10% discount  
472.50

FROM

**Logan Shelts**

CEO  
254-360-9276 EXT 101

Federal Signal  
2645 Federal Signal Dr.  
University Park, IL 60484  
[www.omni-warn.com](http://www.omni-warn.com)

PHONE

1-833-360-9276

FOR

**Killeen, Texas**

TO

Joe Stuart

EMAIL

[JStuart@killeentexas.gov](mailto:JStuart@killeentexas.gov)

QUOTE NUMBER

1180

DATE

December 16, 2025

EXPIRY DATE

March 16, 2026

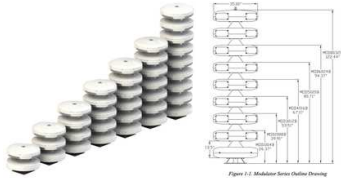
## Voice Warning Siren

Killeen Community Center Park

MOD5020BC

### Modulator® High-Powered Speaker Array (Steel/Concrete)

Federal Signal's Modulator High Powered Speaker Array offers the same proven technology as the original Modulator with the exception of a smaller compact chassis. Modulator provides a flat frequency response up to 2000Hz producing intense warning signals and digital voice messaging over a large area. The Modulator design enables the siren to produce a high sound level and intelligible voice communications.



16,092.00  
x 1  
10% discount  
14,482.80

UVTDH

### UltraVoice Electronic Siren Controller - High Band

The Federal Signal UltraVoice® controller combines micro-processor based system control with highly efficient amplifiers to deliver optimized tones and voice capability for electronic sirens. The UltraVoice controller can generate and amplify single or dual frequency warning tones and comes with seven pre-set warning signals. In addition, the controller has been designed specifically to reproduce high quality live or pre-recorded-voice capability.

The UltraVoice Controller can report status back to a central control point utilizing the secure Commander Software System protocol. It provides status for AC Power, Battery Voltage, Charger, Amplifier Voltage & Current, Quiet Test, Intrusion, Local Activation, and SD Card Status.

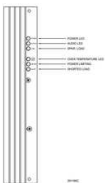


8,889.00  
x 1  
10% discount  
8,000.10

UV400

### Federal Signal UltraVoice 400W Amplifier

Amplifier for UltraVoice Electronic Siren Controller



985.00  
x 5  
10% discount  
4,432.50

## Mechanical Warning Sirens

- Proposed Locations:
- Killeen Elementary School
  - Phyllis Park
  - Palo Alto Middle School
  - Fowler Elementary School

## New Map



2001-130-C

### 2001-130-C High Powered Outdoor Siren (Steel/Concrete)

The Federal Signal 2001-130 siren is a high power outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren produces 130dB(C) at 100ft & rotates at 3 RPM. Three distinct warning signals available: steady, wail and fast wail.

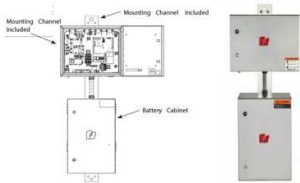


11,191.00  
x 4  
10% discount  
40,287.60

DCFCTBDH


### Two Way Siren Controller (DC Siren) (VHF)

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. UL Listed for general signaling. DNV Certified  
DIGITAL CONTROLLER, HIGH BAND



9,853.00  
x 4  
10% discount  
35,470.80

## Communication Equipment

<p>OMNI-BVH-35  <b>Antenna Kit: 150-174MHZ VHF</b></p> <ul style="list-style-type: none"> <li>• Federal Signal high gain antenna kit with grounding plane.</li> <li>• High quality, corrosion-resistant components</li> <li>• Light weight, easy to ship and install</li> <li>• Compatible with (AMB-P) pole mount and (AMB-W) wall mount</li> <li>• 35ft LMR400 Coax, Type N male</li> </ul> 	<p>500.00  x 5  10% discount  2,250.00</p>
<p>AMB-P  <b>Antenna Mounting Bracket - Pole</b></p> <ul style="list-style-type: none"> <li>• Antenna bracket, pole mount</li> </ul>	<p>166.00  x 5  10% discount  747.00</p>
<p><b>Power Hardware and Building Supplies</b></p>	
<p>PVS240W-48 (TK-IO-CUSTINS)  <b>Solar Power Kit - 48VDC</b></p> <ul style="list-style-type: none"> <li>• Sunwize solar panel set</li> <li>• Solar charge controller</li> <li>• Side of pole mounting bracket</li> </ul>	<p>4,260.00  x 5  10% discount  19,170.00</p>
<p>IK-BATT-STD (TK-IO-CUSTINS)  <b>Battery: Standard Capacity Lead Acid</b></p> <p>Deep Cycle Lead Acid Battery  Standard Capacity</p>	<p>173.00  x 20  10% discount  3,114.00</p>
<p>TK-PO-GALDBPOL2 (TK-IO-CUSTINS)  <b>50ft Galvanized Steel Pole with Installation Material</b></p> <ul style="list-style-type: none"> <li>• 50ft Direct Bury Galvanized Steel Pole Custom Built for Federal Signal Sirens</li> <li>• Conduit</li> <li>• Wire</li> <li>• Grounding</li> <li>• Hardware</li> <li>• Pole Foam</li> </ul> <p><b>Due to fluctuating costs of steel, this line item may require a deposit upon placement of order to lock in current pricing</b></p>	<p>11,550.00  x 5  10% discount  51,975.00</p>

## Installation Services

Federal Signal authorized installer will leverage the expertise of their skilled crew for the construction and installation of the warning sirens.

- Provide installation crew as quoted
- Provide installation equipment as quoted
- Provide additional materials and supplies for turn-key installation
- Provide removal and disposal of old sirens
  
- Work with customer to determine location for new siren(s)
- Perform site surveys and 811 locates for project planning
- Customer to inform installer of any lines not covered by 811
- Installation crew to build and erect utility pole using industry-standard installation techniques
- Program and commission warning siren(s) into warning system

<p>*TK-S-PROJMGT  <b>Project Management Services (Per Hour)</b>            Project Management Services</p>	<p>160.00            x 8            5% discount            1,216.00</p>
<p>*TK-IO-CUSTINS (DIGGER DERRICK)  <b>Install: Digger Derrick with Operator (Per Hour)</b>            • (1) Digger Derrick            • (1) Operator</p>	<p>275.00            x 60            5% discount            15,675.00</p>
<p>*TK-IO-CUSTINS (ADDITIONAL LABORER)  <b>Install: Additional Laborer</b>            (1) Additional Laborer</p>	<p>155.00            x 60            5% discount            8,835.00</p>
<p>*TK-IO-CUSTINS (STANDARD BUCKET TRUCK)  <b>Install: Standard Bucket Truck with Operator (Per Hour)</b>            • (1) Standard Bucket Truck            • (1) Operator</p>	<p>225.00            x 60            5% discount            12,825.00</p>
<p>*TK-IO-CUSTINS (JOURNEYMAN)  <b>Install: Siren Tech II (Journeyman) (Per Hour)</b>            Federal Signal factory trained and certified technician. Per hour.            (1) Journeyman</p>	<p>225.00            x 60            5% discount            12,825.00</p>
<p>*TK-IO-CUSTINS (RADIO MASTER)  <b>Install: Siren Tech I (Radio Master) (Per Hour)</b>            Federal Signal factory trained and certified technician. Per hour.            (1) Siren Tech Radio Master</p>	<p>185.00            x 60            5% discount            10,545.00</p>
<p>FREIGHT2  <b>Shipping &amp; Handling</b>            Shipping from University Park, IL to Customer location.            FOB Origin - University Park, IL            FOB Destination will result in an upcharge.</p>	<p>5,913.00            x 1            5,913.00</p>

Discount	-23,553.70
Subtotal	250,486.30
<b>Total</b>	<b>\$250,486.30</b>

## Funding Options for Outdoor Warning Sirens

### Grant Funding with Nimbus Resilience Solutions

- Save Money: Some grants cover nearly all costs.
- Expert Assistance: Work with our partners to find and apply for the right grants.
- Smart Planning: Ideal for communities with 6-12 months for planning.
- Boost Resilience: Grants build long-term public safety infrastructure.
- Contact your OmniWarn representative or Daniel Piltz directly - (918) 855-7675 - daniel.piltz@nimbusready.com

### Lease-to-Own with NCL Government Capital

- Get your entire system today: Deploy your new siren system with no upfront capital.
- Flexible Terms: Choose repayment periods from 3 to 10 years.
- Deferred Payments: First payment can be delayed up to 12 months.
- Preserve Emergency Funds: Keep local budgets intact while improving public safety.
- Fast Turnaround: Funding approval in just days, not months.
- Own Your System: You own the equipment at the end of the lease.
- Must include a service agreement for the duration of the lease.
- Contact your OmniWarn representative for assistance

## Purchasing Cooperative Options

OmniWarn and Federal Signal are members of multiple purchasing cooperatives. Please let us know if utilizing one of these options would make your purchasing decision easier!



## Download PDF Quote

You may download a PDF copy of this quote using the download PDF option found on the right side of this digital quote.

## IMPORTANT: Completing Your Purchase

In order to ensure a smooth purchasing process, we ask that you follow these steps.

- Acceptance of Quote
  - Accepting and signing this quote will allow us to begin the order process.
  - All purchase orders must be emailed to [orders@omni-warn.com](mailto:orders@omni-warn.com)
  - All purchase orders must be made out to Federal Signal Corporation per instructions below.
- Purchase Order Instructions

Please ensure that every purchase order is made out to:

Federal Signal Corporation  
Alerting & Notification Systems  
2645 Federal Signal Drive  
University Park, IL 60484

Checks may be mailed to:

Federal Signal Corporation  
PO BOX 200217  
Dallas, Texas  
75320-0217

- Completing the Customer Profile Form
  - If you are a new customer, if you haven't ordered from us in over a year, or if any of your shipping or purchasing information has changed, please fill out the attached customer profile form and send it to [orders@omni-warn.com](mailto:orders@omni-warn.com).  
Completing this form early will ensure a quicker ordering process. Government agencies may use the "municipal" form. All others please use the standard form.
- Shipping Information
  - When choosing a location for delivery of equipment, please keep in mind that much of our product is large, palletized freight.
  - All quotes are FOB origin.
  - If your agency requires FOB destination, additional freight fees must be added.
- Lead Times
  - Standard lead times for equipment are 10 to 12 weeks from when you receive the order acknowledgement email from Federal Signal. Lead times for installation (if quoted) vary depending on the size of your project.
  - If installation is quoted, please inform us of any permits, engineering stamps, easements, etc. that may be required at the time of quoting and before installation begins to allow for plenty of time to complete these tasks.

 [Customer Profile - Standard](#)

 [Customer Profile - Municipal](#)

 [Federal Signal W9 2025](#)

 [Remittance Instructions](#)

## Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

## Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

## Federal Signal Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation.

Download full terms and conditions here:



## Installation Terms & Conditions

In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- **Responsibility.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller in this quote.
- **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- **Installation Methods & Materials.** Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- **Radio Frequency Interference.** Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
- **Installation Site Approval.** Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.
- **Permits & Easements.** Seller will obtain and pay for electrical and right of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner. Circumstances which result in more than 2 hours to install a pole will result in additional charges at the current hourly rate for equipment and labor.
- **Contaminated Sites.** Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
- **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
- **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

- Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- Buyers requiring an engineering stamp for poles will be required to pay an additional engineering fee
- Installs requiring traffic control beyond standard cones (flaggers, additional signage, etc.) will be billed at the current standard rate.

### **Quote #1180 - Killeen, Texas - 2026 Siren CIP**

Total **\$250,486.30**

Additional comments

Customer provided signed copy of quote to Logan. This project is ready for a kick off meeting.

Order/reference number

**Accepted on behalf of Joe Stuart**

by Logan Shelts on February 10, 2026 at 10:13 AM.

ACCEPTED



## Product Information

## Product Description

Disaster / Emergency warning and notification systems

## Manufacturer

Federal Signal Corporation

## Product Code

## Contract

HP08-25 All Hazards Preparedness, Planning, Consulting & Recovery Services

## Contract Category

Emergency Preparedness & Disaster Recovery

## Discount

0-10%

## Keyword(s)

Hazard mitigation, warning system, siren, Disaster / Emergency warning and notification systems

[View Catalog \(/media/hgacbuy/catalogs/HP08-25/Federal-Signal-Corporatio](/media/hgacbuy/catalogs/HP08-25/Federal-Signal-Corporatio)

## Suppliers Offering This Product

### Federal Signal Corporation

Brent Gambrel

BGambrel@fedsig.com (mailto:BGambrel@fedsig.com)

Phone: 708-587-3066

Fax:

## Contact HGACBuy

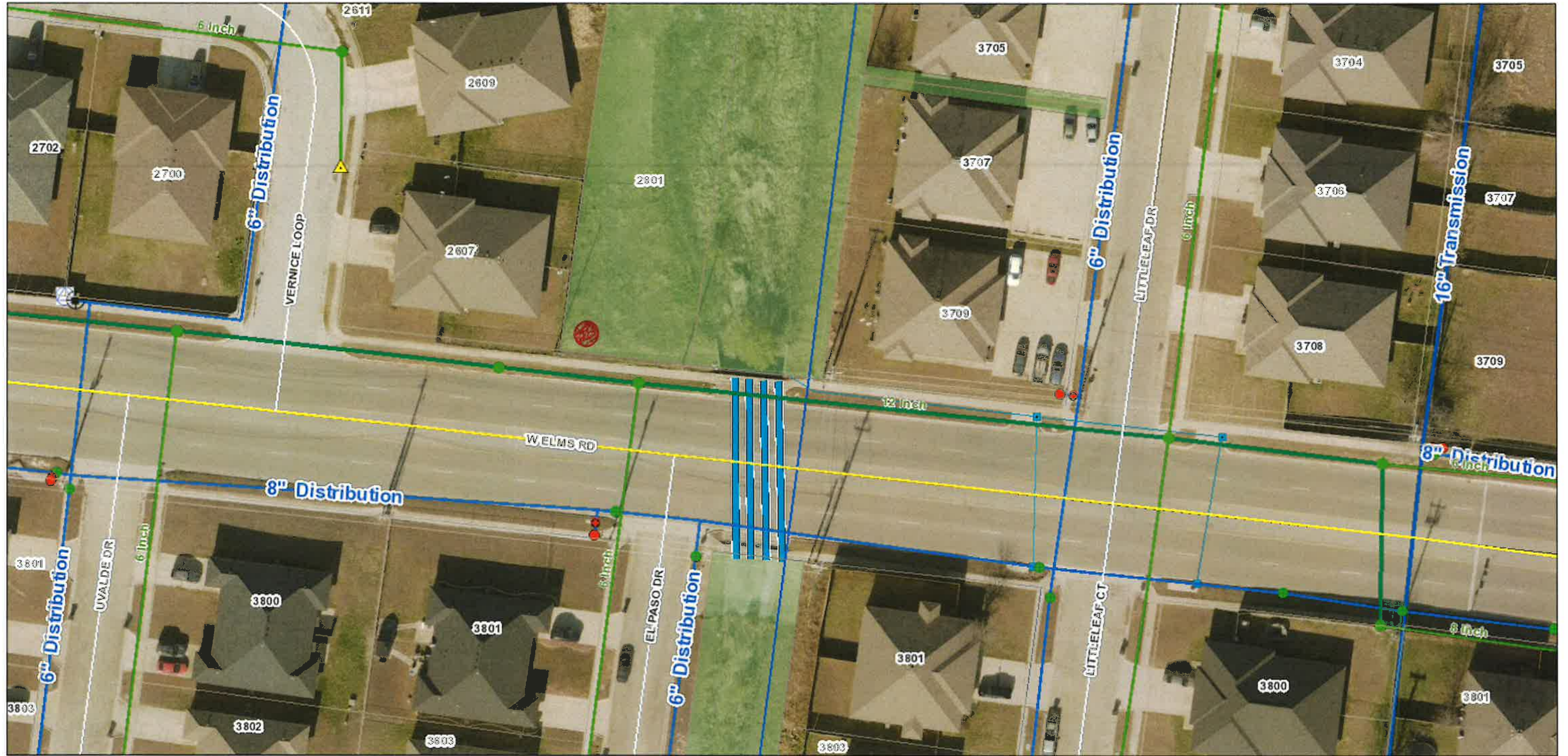
### Loleta Chappel

loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)

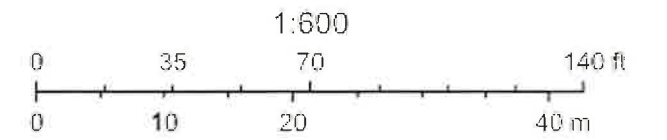
Phone: 713-993-2486

Fax: 713-993-4548

New Siren Location #1 (31.09264°N, 97.77447°W)



3/16/2026, 1:23:20 PM



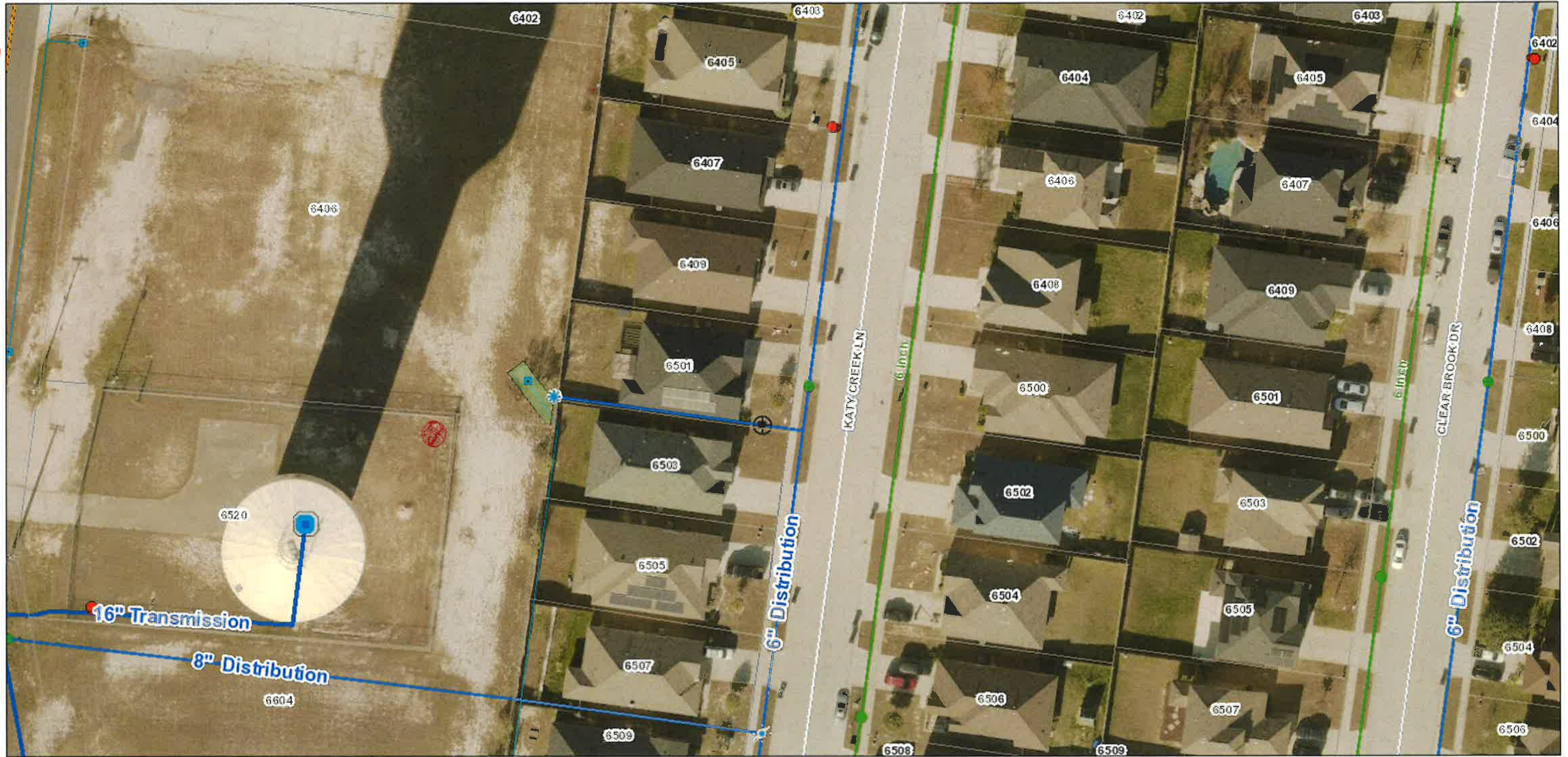
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

HOHAWK

# New Siren Location #2

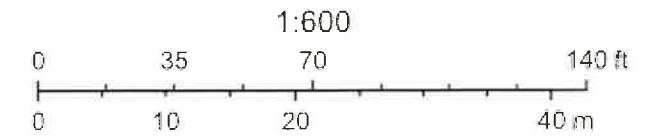
( $31.07633^{\circ}N$ ,  $97.81305^{\circ}W$ )

CLEAR CREEK



3/16/2026, 1:26:44 PM

PREWITT RANCH ICD



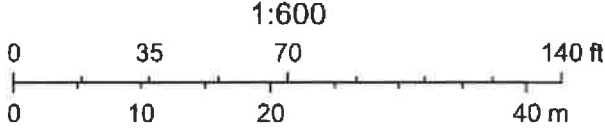
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

New Siren Location #3 ( 31.10550°N, 97.72966°W)



3/16/2026, 1:30:07 PM

Phyllis Park

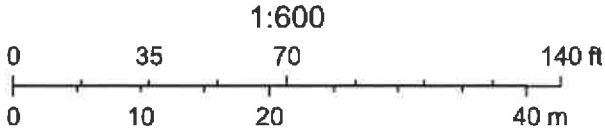


Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

New Siren Location #4 (31.11938° N, 97.70753° W)



3/16/2026, 1:32:28 PM



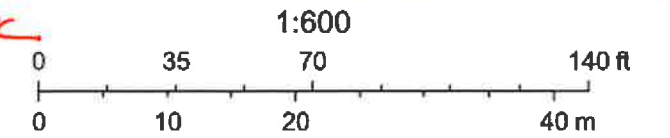
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

New Siren Location #5 (31.11246°N, 97.71140°W)



3/16/2026, 1:39:25 PM

COMMUNITY CTR PARK



Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2026-1440178

Date Filed:  
03/30/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Federal Signal Corporation  
University Park, IL United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Killeen, TX

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Quote #1180  
Five new outdoor warning sirens

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Brent Gambrel, and my date of birth is October 15, 1970.

My address is 7217 Grand Avenue, Downers Grove, IL, 60516, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Will County, State of Illinois, on the 30th day of March, 2026.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



APPROVE OUTDOOR  
WARNING SIREN PHASE 2  
PROJECT

RS-26-067

May 5, 2026

# Background

- The FY 2026 Capital Improvement Plan includes the Outdoor Warning Siren – Phase 2 project
- This project includes the installation of 5 new Outdoor Warning Sirens in areas of Killeen where additional coverage is needed.
- This project includes 1 Modulator (MOD) High Powered Speaker Array, and 4 High Powered Outdoor Sirens; and the addition of software to integrate lightening detection and messaging capabilities

# Project Description

3

- ❑ The MOD Speaker Array will be located at Community Park and will have the capability of delivering spoken instructions based on warning criteria.
- ❑ The 4 High Powered Outdoor Sirens will deliver the traditional warning tone and be located at the following locations:
  - ❑ Drainage area at Elms Rd and Vernice Loop
  - ❑ Adjacent to the water tower at Clear Creek (south of Mohawk Rd.)
  - ❑ Phyllis Park
  - ❑ West side of Liberty Street (between Rancier Rd. and Atkinson Dr.)

# Proposed Siren Locations



Red – Existing Locations

Yellow – New Locations

# Project Description

- ❑ The Lightning Alerting and Messaging software enhances capability to detect lightning hazards within a defined distance from siren locations.
- ❑ The software allows responders and staff to receive alerts to their mobile devices of siren activations or NOAA issued alerts and provides additional ability to remotely initiate sirens when seconds count.
- ❑ Provides pathway for integration with other emergency notification systems.

# Fiscal Impact

6

- Financial Impact
  - ▣ FY 2026 CIP expenditure of \$250,486.30
    - 1 Solar Powered MOD Speaker Array at Community Park
    - 4 Solar Powered Mechanical High Power Outdoor Sirens
    - 5 Battery Backup Systems & 50' Steel Poles
  - ▣ Budgeted expense
- Conforms to City Policy
  - ▣ Federal Signal, HGACBuy contract #HP08-25

# Recommendation

- Staff recommends the City County approve the purchase and installation for the Outdoors Warning Siren Phase 2 capital improvement project from Federal Signal in the amount of \$250,486.30, and authorize the City Manager, or his designee, to execute all change orders within the amounts set by State and Local law.



# City of Killeen

## Staff Report

File Number: RS-26-068

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Consider a memorandum/resolution declaring three vacancies on the Animal Advisory Committee Board and appointing three new members.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Amanda Moore, Director of Animal Services

**SUBJECT:** Declaring Three Vacancies and Appointing Members to the Animal Advisory Committee

### **BACKGROUND AND FINDINGS:**

The Mayor and City Council make annual appointments to various boards, commissions, and committees each year and throughout the year as vacancies occur.

Section 636 of the Code of Ordinance states the Animal Advisory Committee is composed of at least one (1) licensed veterinarian, one (1) city official, one (1) person whose duties include the daily operations of the city's animal shelter, one (1) representative from an animal welfare organization and four (4) citizens.

In March 2026, Jaimie Waller (citizen rep.) missed a third consecutive meeting. In April 2026, Raechelle Moffett (citizen rep.) and Brianna Rosales (Animal Welfare Rep.) both missed their third consecutive meeting. Per Section 2-118 of the Code of Ordinances, a vacancy can be declared as three consecutive absences have occurred. Committee Chair Monique Brand has provided a letter the City Manager's Office recommending removal of the three aforementioned members.

### **THE ALTERNATIVES CONSIDERED:**

No other alternatives were considered

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

Making these appointments conforms to relevant city ordinances and policies.

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

There is no current or future expenditure with these appointments

**Is this a one-time or recurring revenue/expenditure?**

N/A

**Is this revenue/expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

N/A

**RECOMMENDATION:**

Staff recommends the City Council appoint three applicants to fill the identified vacancies.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Memorandum  
Presentation

# MEMORANDUM

**TO:** Monique Brand

**FROM:** Cornelia Phelan – City Manager / Animal Services

**DATE:** April 13, 2026

**SUBJECT:** Removal of Animal Advisory Committee Members

This memorandum serves as a formal request for approval to remove the following members from the Animal Advisory Committee:

- Raechelle Moffett
- Brianna Rosales
- Jaimie Waller

This request is based on attendance and participation requirements established for committee members. Each of the individuals listed above has exceeded the allowable number of absences, having missed three or more scheduled meetings. This has affected the committee's ability to maintain a quorum and effectively conduct official business. Maintaining consistent attendance and active participation is essential to the success and functionality of the committee.

Therefore, it is recommended that these members be removed and replaced with individuals who are able to meet the expectations of the role. Your review and approval of this request is respectfully requested so that we may proceed with the necessary steps to appoint replacement members.

Approved by:



Monique Brand  
Chairperson, Animal Advisory Committee



# ANIMAL ADVISORY COMMITTEE APPOINTMENTS

RS-26-068

May 5, 2026

# Background

2

- The Animal Advisory Committee Chair, Monique Brand, has sent a letter to the City Manager's Office notifying staff that three Committee members have missed three (3) consecutive Board meetings in a twelve-month period.
- Section 2-118 of the Code of Ordinances (Declaration of position vacancy due to excessive absences) outlines the procedure for removal of a member.

# Committee Members

## Animal Advisory Committee (All Council)

Current Member	Status	New Member	Comments
Jaimie Waller	To be removed		Citizen Rep.; Unexpired term 2025-2027
Brianna Rosales	To be removed		Animal Welfare Rep.; Unexpired term 2024-2026
Raechelle Moffett	To be removed		Citizen Rep.; Unexpired term 2025-2027

# Applicants

Applicant Name	Position Qualification
Dylan Caruthers	Citizen Representative
Scotty Hilder	Citizen Representative/Animal Welfare Representative
Tiffany Hall	Citizen Representative
Christy Wilbanks	Citizen Representative
David Hobson	Citizen Representative
Denise Sherman	Citizen Representative

# Appointments

To be Removed	Qualification	Applicant Appointed
Jaimie Waller	Citizen Representative	
Raechelle Moffett	Citizen Representative	
Brianna Rosales	Animal Welfare Representative	

# Recommendation

4

- Staff recommends that City Council declare three vacancies and appoint three applicants to fill the vacancies.



# City of Killeen

## Staff Report

File Number: RS-26-069

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Consider a memorandum/resolution expiring the Conditional Use Permits (CUP) for four (4) properties in accordance with Killeen Code of Ordinances Sec. 31-456(e)(1)(A).

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Wallis Meshier, Executive Director of Development Services

**SUBJECT:** Conditional Use Permit Terminations

### **BACKGROUND AND FINDINGS:**

Killeen Code of Ordinances Sec. 31-456(e)(1)(A) states that a Conditional Use Permit is terminated if: "the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit, or the permitted use ceases for any one (1) year period."

Sec. 31-456(e)(2) states: "Whenever the Planning and Development Director makes a formal determination as to whether an event of termination has occurred, he/she shall promptly make and forward a written report to the City Council describing the facts surrounding such determination and the reasons for such determination."

Staff has identified four (4) Conditional Use Permits (CUPs) that have not been put to the permitted use and are therefore expired:

- 9600 S. Fort Hood Street - approved on September 12, 2017 via Ordinance No. 17-047 to allow for single-family homes in "UD" (University District).
- 410 Tower Hill Lane - approved on August 28, 2018 via Ordinance No. 18-027 to allow for single-family homes in "UD" (University District).
- Approximately 1.516 out of the W. H. Cole Survey, Abstract No. 200 (property, located on the north side of Chaparral Road, west of the intersection of Featherline Road) - approved on April 12, 2022 via Ordinance No. 22-022 to allow for a single-tenant general retail store less than or equal to 10,650 square feet.
- 8390 Featherline Road - approved on May 9, 2023 via Ordinance No. 23-039 to allow for a battery storage site in "B-2" (Local Retail District).

Each of these properties remains undeveloped, and the Conditional Use Permits have not been implemented. Upon termination of the CUPs, the properties will revert to the underlying zoning of the property.

Notice was sent to all property owners in accordance with Sec. 31-456(e)(2) on April 1, 2026.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies.

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

This zoning request does not involve the expenditure of city funds.

**Is this a one-time or recurring revenue/expenditure?**

This is not applicable.

**Is this revenue/expenditure budgeted?**

This is not applicable.

**If not, where will the money come from?**

This is not applicable.

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

This is not applicable.

**RECOMMENDATION:**

Staff recommends that City Council approve a memorandum/resolution approving staff's determination that the Conditional Use Permits (CUP's) for the subject properties are terminated.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance No. 17-047

Notification Letter for 9600 South Fort Hood St.

Ordinance No. 18-027

Notification Letter for 410 Tower Hill Lane

Ordinance No. 22-022

Notification Letter for Chaparral Road (Prop ID 453576)

Ordinance No. 23-039

Notification Letter for 8390 Featherline Road

Presentation

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM "UD" (UNIVERSITY DISTRICT) TO "UD" (UNIVERSITY DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) HOUSING AND FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Lee and Jo Ann Kelley on behalf of Garland Kelley Sr. have presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of 85.955 acres out of the Moses T. Martin Survey, Abstract No. 963, being locally known as 9600 S. Fort Hood Street, Killeen, Texas, from "UD" (University District) to "UD" (University District) with a Conditional Use Permit (CUP) for "R-1" (Single-Family Residential District) housing and from "A" (Agricultural District) to "R-1" (Single-Family Residential District), said request having been duly presented to the Planning and Zoning Commission of the City of Killeen on the 7th day of August 2017, with the Commission's recommendation of the following:

1) Approval a Conditional Use Permit (CUP) for "R-1" single family residential housing for 16.517 acres, which comprises the rear 550 feet of that portion of the property that lies within the "UD" (University District), with all residential housing within this area meeting the minimum height and area requirements as detailed within Sections 31-187 through 188 of the Code of Ordinances. Additionally, the applicant shall satisfy all architectural and landscaping requirements within the "UD" (University District).

2) Approval of "R-1" (Single-family Residential District) zoning for the 43.823 acres of property that is currently zoned as "A" (Agricultural District).

3) Disapproval of any residential use/development within the first 950 feet of the "UD" (University District), which comprises 25.615 acres of land; this area shall remain as baseline "UD" (University District) zoning.

Due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 12th day of September 2017, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved subject to the conditions as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of 85.955 acres out of the Moses T. Martin Survey, Abstract No. 963, being locally known as 9600 S. Fort Hood Street, Killeen, Texas, be changed from "UD" (University District) to "UD" (University District) with a Conditional Use Permit (CUP) for "R-1" (Single-Family Residential District) housing and from "A" (Agricultural District) to "R-1" (Single-Family Residential District) with the conditions previously stated (see Exhibit 1).

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

force, or effect of any other section or parts of this ordinance.

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 12th day of September 2017, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

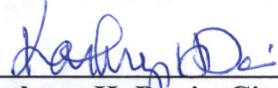
**APPROVED:**

  
Jose L. Segarra, MAYOR

**ATTEST:**

  
Dianna Barker, CITY SECRETARY

**APPROVED AS TO FORM**

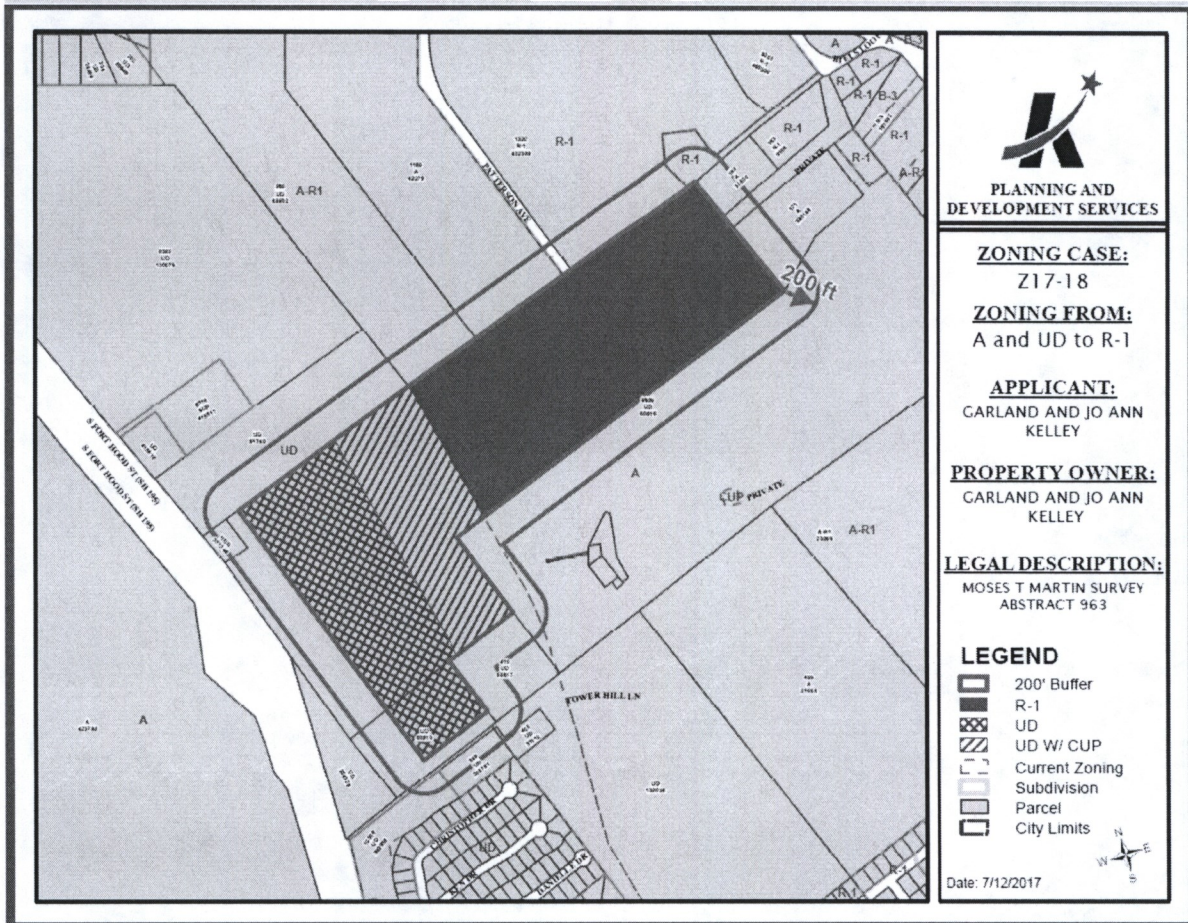
  
Kathryn H. Davis, City Attorney

Case #17-18

Ord. #17-\_\_



Exhibit 1.





Date Paid:	1st rezone
Amount Paid:	\$ fee waived
Cash/MO #/Check #:	#
Receipt #:	

CASE #: 217-18

## City of Killeen Zoning Change Application

[ ] General Zoning Change \$300.00 [ ] Conditional Use Permit \$500.00

Name(s) of Property Owner: GARLAND KELLEY JO ANN KELLEY  
 Current Address: 410 TOWN HILL LN  
 City: KILLEEN State: TX Zip: 76542  
 Home Phone: <sup>254</sup> (634) 2977 Business Phone: <sup>254</sup> (817) 6819 Cell Phone: <sup>254</sup> (681) 0963  
 Email: CTWSCGM@EMBRARGMAIL.COM

Name of Applicant: \_\_\_\_\_  
 (If different than Property Owner)

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: ( ) \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_  
 Email: \_\_\_\_\_

Address/Location of property to be rezoned: HWY 195 SOUTH FT HOOD RD  
166T 13  
 Legal Description: MOSES T MARTIN SURVIVY ABSTRACT 963

Metes & Bounds or Lot(s) Block Subdivision

Is the rezone request consistent with the Comprehensive Plan? YES  NO   
 If NO, a FLUM amendment application must be submitted.

Type of Ownership:  Sole Ownership  Partnership  Corporation  Other

Present Zoning: AG Present Use: AG

Proposed Zoning: UD Proposed Use: SINGLE FAMILY

Conditional Use Permit for: SINGLE FAMILY HOUSING R-1

This property was conveyed to owner by deed dated \_\_\_\_\_ and recorded in Volume 1303,  
 Page 64, Instrument Number \_\_\_\_\_ of the Bell County Deed Records.  
 (Attached)

Is this the first rezoning application on a unilaterally annexed tract?  
 Yes YES (Fee not required) No \_\_\_\_\_ (Submit required fee)

## APPOINTMENT OF AGENT

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

Name of Agent: LEE KELLEY

Mailing Address: 410 TOWER HILL LN

City: KILLEEN State: TX Zip: 76542

Home Phone: 254-634-2977 Business Phone: 254-681-6819 Email: CTW5C9M@EM134

*WHL, Coe*

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

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

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

Signature of Agent	<u><i>Lee Kelley</i></u>	Title	_____
Printed/Typed Name of Agent	<u>LEE KELLEY</u>	Date	<u>6-16-2017</u>
Signature of Agent	_____	Title	_____
Printed/Typed Name of Agent	_____	Date	_____
Signature of Applicant	_____	Title	_____
Printed/Typed Name of Applicant	_____	Date	_____
Signature of Property Owner	<u>X <i>Garland Kelley</i></u>	Title	_____
Printed/Typed Name of Property Owner	<u>GARLAND KELLEY</u>	Date	<u>6-16-2017</u>
Signature of Property Owner	<u>X <i>JoAnn Kelley</i></u>	Title	_____
Printed/Typed Name of Property Owner	<u>JOANN KELLEY</u>	Date	<u>6-16-2017</u>
Signature of Property Owner	_____	Title	_____
Printed/Typed Name of Property Owner	_____	Date	_____

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



**PLANNING AND  
DEVELOPMENT SERVICES**

**ZONING CASE:**

Z17-18

**ZONING FROM:**

UD to UD w/ CUP  
for R-1  
and A to R-1

**APPLICANT:**

GARLAND AND JO ANN  
KELLEY




**PROPERTY OWNER:**

GARLAND AND JO ANN  
KELLEY

**LEGAL DESCRIPTION:**

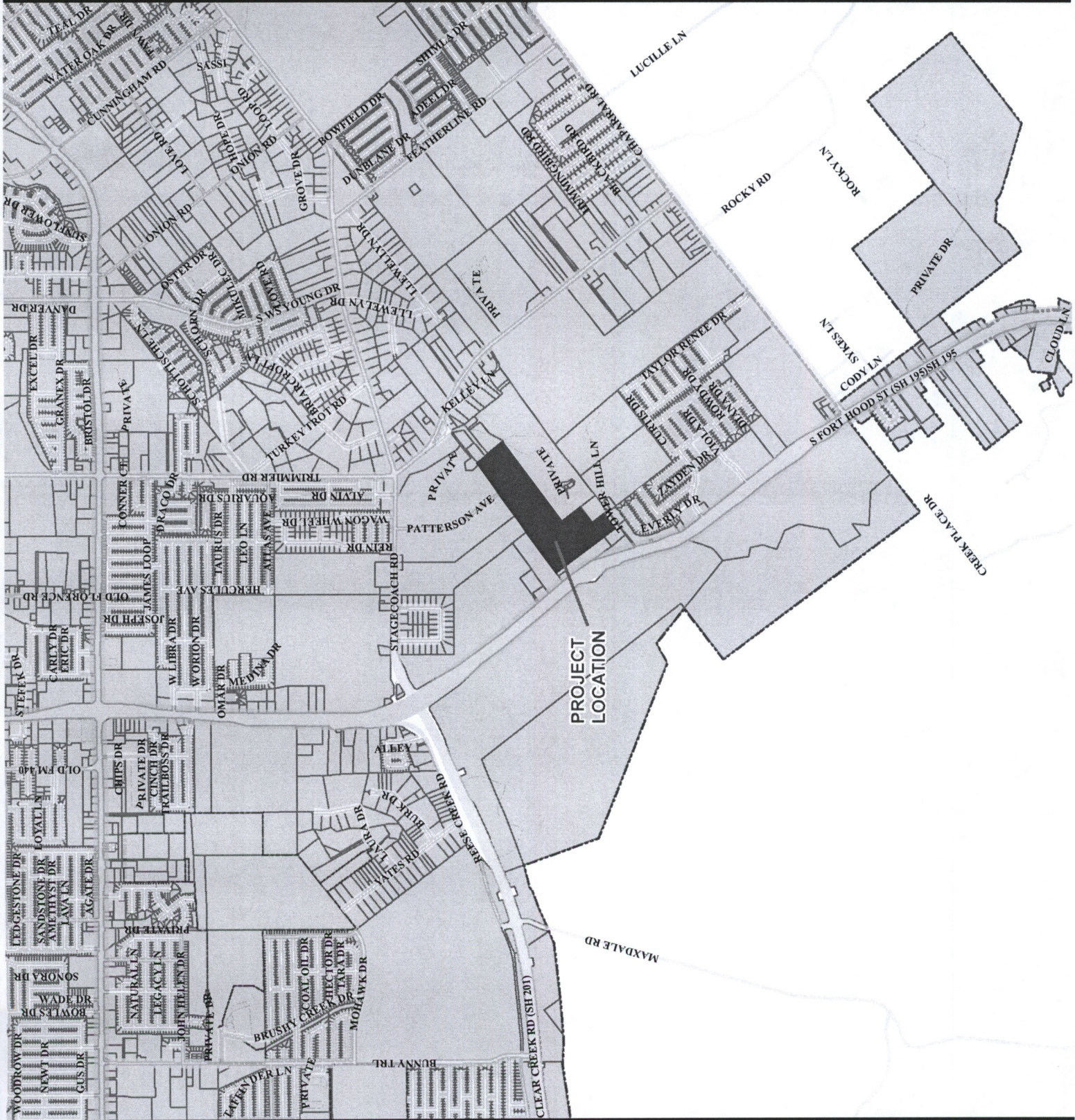
A0963BC M T MARTIN, 4,  
ACRES 85.955

**Legend**

-  Zoning Case
-  Parcel
-  City Limits



Date: 8/22/2017





**PLANNING AND DEVELOPMENT SERVICES**

**ZONING CASE:**

Z17-18

**ZONING FROM:**

A and UD to R-1

**APPLICANT:**

GARLAND AND JO ANN KELLEY

**PROPERTY OWNER:**

GARLAND AND JO ANN KELLEY

**LEGAL DESCRIPTION:**

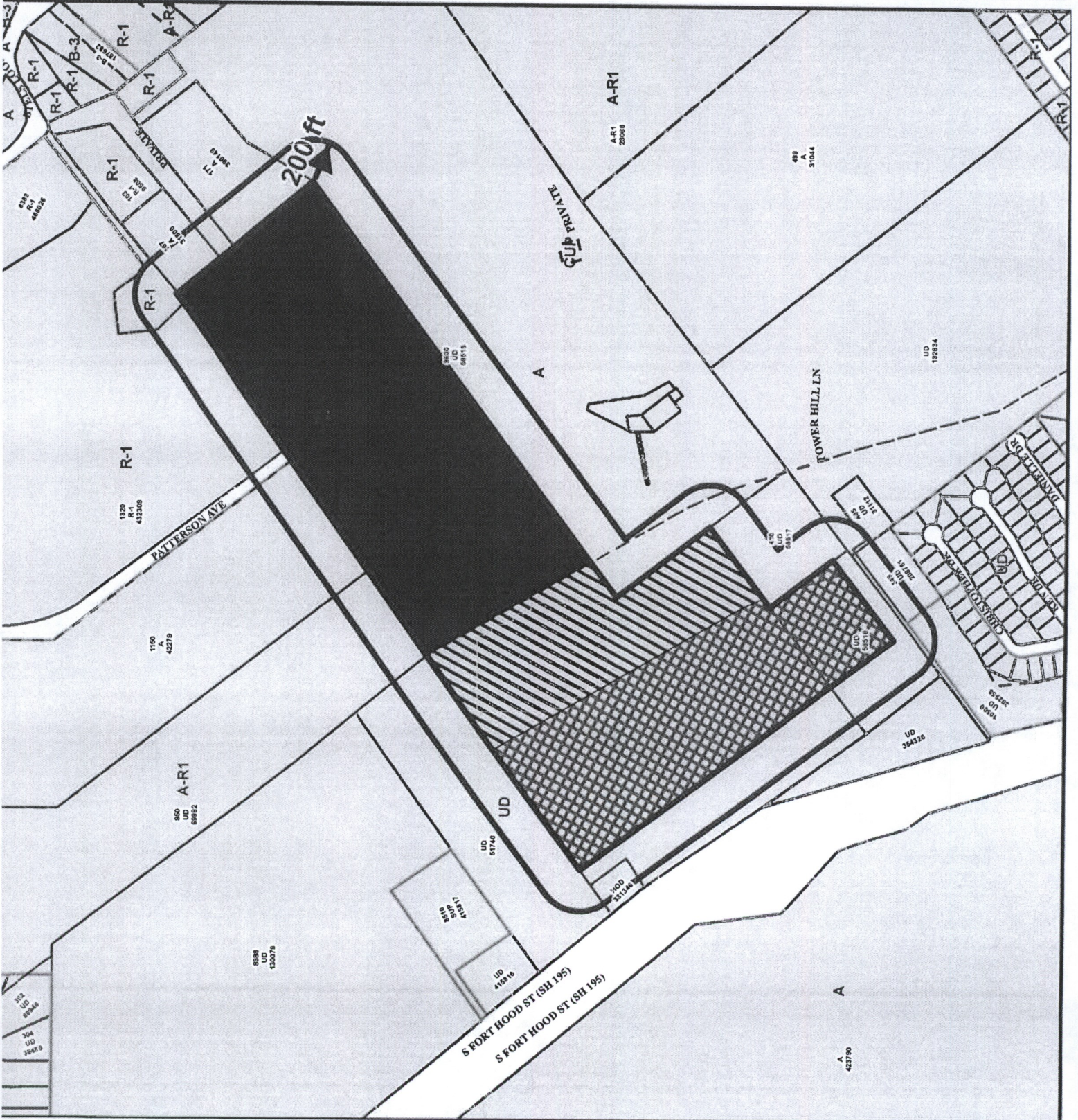
MOSES T MARTIN SURVEY  
ABSTRACT 963

**LEGEND**

- 200' Buffer
- R-1
- UD
- UD W/ CUP
- Current Zoning
- Subdivision
- Parcel
- City Limits



Date: 7/12/2017



## CONSIDERATIONS

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

### A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

### B. Conditional Use Permit (if applicable)

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

### C. Conditions to Consider

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

CUT HERE

YOUR NAME: Steve & Jan Dykes PHONE NUMBER: 254-238-6293

CURRENT ADDRESS: 167 Biels Loop Killeen 76542

ADDRESS OF PROPERTY OWNED: same as above

COMMENTS: "UD" to "UD" w/CUP for "R-1" and "A" to "R-1"

STEVE AND JAN DYKES SUPPORT THE REZONING REQUEST OF GARLAND L KELLEY SR

RECEIVED

JUL 13 2017

PLANNING

SIGNATURE: *Stephen C. Dykes* SPO #Z17-18/ 08, 09

P.O. BOX 1329 KILLEEN TEXAS 76540 1329 254 501 7630 254 501 7628 FAX  
WWW.CIKILLEEN.TX.US

YOUR NAME: Vera + Jerry Todd PHONE NUMBER: 713-927-6564

CURRENT ADDRESS: 171 Biels Loop, Killeen, Tx 76542

ADDRESS OF PROPERTY OWNED: 171 Biels Loop, Killeen, Tx 76542

COMMENTS: "UD" to "UD" w/CUP for "R-1" and "A" to "R-1"

We support the rezoning of the Garland & JoAnn Kelley property

RECEIVED

JUL 13 2017

PLANNING

SIGNATURE: *Vera & Jerry Todd* SPO #Z17-18/ 07

P.O. BOX 1329 KILLEEN TEXAS 76540 1329 254 501 7630 254 501 7628 FAX  
WWW.CIKILLEEN.TX.US

CUT HERE

YOUR NAME: Bruce White PHONE NUMBER:

CURRENT ADDRESS: 3000 Illinois Ave Ste 100

ADDRESS OF PROPERTY OWNED: South of tower Hill / 198

COMMENTS: "UD" to "UD" w/CUP for "R-1" and "A" to "R-1"

Approve

RECEIVED RECEI

JUL 12 2017 JUL 12

PLANNING PLANN

SIGNATURE: *[Signature]* SPO #Z17-18/ 02

YOUR NAME: PAYTON E. DUNCAN PHONE NUMBER: 634-2828

CURRENT ADDRESS: 2007 VALLEY OAKS DR. HARKER HGT TX. 76548

ADDRESS OF PROPERTY OWNED: 405 Tower Hill Ln. Killeen, TX. 76542

COMMENTS: "UD" to "UD" w/CUP for "R-1" and "A" to "R-1"

NO objection

RECEIVED

JUL 24 2017

PLANNING

SIGNATURE: Payton Duncan

SPO #Z17-18/ 05

**CITY COUNCIL MEMORANDUM FOR ORDINANCE**

**AGENDA ITEM**

**ZONING CASE #Z17-18 "UD" (UNIVERSITY DISTRICT) TO "UD" (UNIVERSITY DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) HOUSING AND FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT)**

**ORIGINATING DEPARTMENT**

**Planning and Development Svcs.**

**BACKGROUND AND FINDINGS:**

This request is submitted by Lee and Jo Ann Kelley on behalf of Garland Kelley Sr. to rezone to rezone 42.132 acres from "UD" (University District) TO "UD" (University District) with a Conditional Use Permit (CUP) FOR "R-1" (Single-Family Residential District) housing and 43.823 acres from "A" (Agricultural District) to "R-1" (Single-Family Residential District) for a total of approximately 85.955 acres, being out of the Moses T. Martin Survey, Abstract No. 963, The property is locally known as 9600 S. Fort Hood Street, Killeen, Texas.

**District Descriptions:**

The University District regulations apply to all property located in the current or future corporate city limits for a depth of one thousand five hundred (1,500) feet at the following locations: north of the State Highway 201 right-of-way for a distance of approximately sixty-six hundred (6,600) feet west of the intersection of State Highway 201 and State Highway 195; west and east of the State Highway 195 right-of-way for a distance of approximately one thousand five hundred (1,500) feet north of the intersection of State Highway 195 and State Highway 201; and, east of the State Highway 195 right-of-way for a distance of approximately seventy-six hundred (7,600) feet south of the intersection of State Highway 195 and State Highway 201, the first nine hundred and fifty (950) feet of depth within this segment of the district, as measured from State Highway 195, shall be designated for commercial use. The remaining five hundred and fifty (550) feet of depth of this segment shall be designated for mixed-use development, or residential use via a conditional use permit.

A building or premises in the University District shall only be used for uses permitted in the "B-2" district, subject to the provisions of this division, and for the following purposes:

- (1) Bank, savings and loan or other financial institution excluding credit access businesses as defined by the Texas Finance Code
- (2) Hospital, home, or center for the acute or chronic ill or assisted living facility
- (3) Household appliance sales and repair service, no outside storage
- (4) Retail bakery or confectionery: engaged in preparation, baking, cooking, selling, and delivery of products

- (5) Business day care
- (6) Bowling alleys
- (7) Cleaning or laundry (self-service)
- (8) Cleaning or laundry (pick-up station)
- (9) Florist, garden shop, greenhouse, or nursery office (retail): no growing of plants, shrubs, or trees out-of-doors on premises; no outside display or storage unless behind the required front yard or the actual setback of the principal building, whichever is greater
- (10) General food products, retail sales, such as supermarkets, butcher shops, dairy stores, seafood sales, or health food sales
- (11) Cafeteria or catering service
- (12) Office, general business
- (13) Restaurant or café (with drive-thru or dine in service)
- (14) Tennis, swim club, health club, or gym
- (15) Small animal clinic or pet grooming shop
- (16) Hotel or motel
- (17) Job printing
- (18) Gasoline service station, auto laundry, car wash, or oil / lube service station
- (19) Retail sales of new auto parts: no outside storage
- (20) A customarily incidental use: sale of beer and/or wine for off-premises consumption only shall be considered a customarily incident use in this district
- (21) Theaters of general release
- (22) A restaurant permitted to offer alcoholic beverages for sale operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, and in accordance with chapter 31, division 16, restaurant and alcohol sales district, as amended
- (23) Package stores operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, and in accordance with chapter 31, division 12A, district B-3A, local business and alcohol sales district, as amended
- (24) Mixed-use development, being located nine hundred fifty (950) feet to one thousand five hundred (1,500) feet east of the east right-of-way of State Highway 195, and for a distance of approximately seventy-six hundred (7,600) feet south of the intersection of State Highway 195 and State Highway 201, for the commercial and residential use of a building, set of buildings, or neighborhood, where the first floor is designed, constructed, and used for commercial use only while allowing access to residential uses
- (25) Art gallery, book store, or library

**Conditional Use Permit:**

The City Council, by an affirmative majority vote, may by ordinance grant a Conditional Use Permit as provided in Sec. 31-456 of this chapter for any residential or business land use for a specific parcel in the overlay district and may impose appropriate conditions and safeguards to assure that these land uses are compatible with and appropriate for locations adjacent to the Veterans Cemetery. Conditional Use Permits granted shall be considered permanent, provided the property owner remains in continuous compliance with any conditions or safeguards imposed.

Property Specifics

Applicant/Property Owner: Garland Kelley Sr.

Property Location: The property is located east of S. Fort Hood Street (S.H. 195), north of Tower Hill Lane, and is addressed as 9600 S. Fort Hood Street, Killeen, Texas.

Legal Description: Approximately 85.955 acres out of the Moses T. Martin Survey, Abstract No. 963

Zoning/ Plat Case History:

- This property has maintained its initial annexation zoning of "UD" University District and "A" Agricultural, and there has been no recent zoning activity.
- The subject property is not platted.

Character of the Area

Existing Land Use(s) on the Property: Vacant

Figure 1. Zoning Map

See attachment.

Historic Properties: None

Infrastructure and Community Facilities

**Water, Sewer and Drainage Services**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services will need to be extended at the time of development.

**Transportation:**

Existing conditions: S.H. 195 is classified as a 110' principal arterial on the City's adopted Thoroughfare Plan.

Proposed Improvements: There are no proposed improvements at this time.

Projected Traffic Generation: 60 acres of single-family housing (*See staff recommendation for more on this.*) will generate 1,562 total generated trips per day (note: this data is sourced from the Institute of Transportation Engineer (ITE) Trip Generation Rates-9th Edition, provided through Spack Consulting.). This will not negatively affect the level of service standard for S. H. 195.

Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: This property is not located within a FEMA regulatory Special Flood Hazard Area (SFHA).

## Land Use Analysis

**Plan Recommendation:** The 'Suburban Commercial' character allows for a range of commercial retail and service uses, at varying scales and intensities depending on the site. This includes the following development types:

- Office (both large and/or multi-story buildings and small-scale office uses depending on the site).
- Planned development to accommodate custom site designs or mixing of uses in suburban character setting
- Public/ institutional
- Parks and public spaces

The 'Parks-Recreation' designation encourages the following development types:

- Public parks and open space
- Public trails
- Joint City-school park areas
- Public recreation areas (e.g., public golf course)

The 'Estate' designation encourages the following development types:

- Detached residential dwellings
- Public/ institutional
- Parks and public spaces

**Consistency:** This zoning request is not consistent with the Comprehensive Plan; however, the applicant has submitted a concurrent FLUM amendment request for 'General Residential' for this property.

## Public Notification

The staff notified sixteen (16) surrounding property owners regarding this request. Staff has received no protests at this time.

## **THE ALTERNATIVES CONSIDERED:**

### **Which alternative is recommended?**

Staff recommends approval of the applicant's request but at a lesser acreage amount than originally requested by the applicant.

### **Why?**

The request for single-family housing is expressly prohibited within the first 950 feet of depth within the University District.

## **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

**What is the amount of the expenditure in the current fiscal year? For future years?**

This zoning request does not involve the expenditure of city funds.

**Is this a one-time or recurring expenditure?**

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

**If not, where will the money come from?**

This is not applicable.

**Is there a sufficient amount in the budgeted line-item for this expenditure?**

This is not applicable.

**RECOMMENDATION:**

The Planning and Zoning Commission, by a vote of 4 to 1, recommends approval of a Conditional Use Permit (CUP) for "R-1" single family residential housing for 16.517 acres, which comprises the rear 550 feet of that portion of the property that lies within the "UD" (University District). All residential housing within this area shall meet the minimum height and area requirements as detailed within Sections 31-187 through 188 of the Code of Ordinances. Additionally, the applicant shall satisfy all architectural and landscaping requirements within the "UD" (University District). The Commission also recommends approval of "R-1" (Single-family Residential District) zoning for the 43.823 acres of property that is currently zoned as "A" (Agricultural District). Staff does not recommend approval of any residential use/development within the first 950 feet of the "UD" (University District). **Therefore, the total acreage that staff supports for single-family residential use is 60.34 acres of land; the remaining 25.615 acres of land would remain as baseline "UD" (University District) zoning.**

**DEPARTMENTAL CLEARANCES:**

Legal Department

**Figure 1. Zoning Map**



**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
AUGUST 7, 2017**

**CASE #Z17-18  
UD to UD w/CUP for R-1 and A to R-1**

**B. HOLD a public hearing and consider a request submitted by Garland Kelley, (Case#Z17-18) to rezone 42.055 acres from “UD” (University District) to “UD” with a Conditional Use Permit (CUP) for “R-1” (Single-Family Residential) housing and 43.823 acres from “A” (Agricultural District) to “R-1” (Single-Family Residential District) for a total of approximately 85.878 acres out of the Moses T. Martin Survey, Abstract No. 963. The property is located on the east right-of-way of S. Fort Hood Street (S. H. 195) and north of Tower Hill Lane. The property is locally known as 9600 S. Fort Hood Street, Killeen, Texas.**

Chairman Frederick requested staff comments.

City Planner, Tony McIlwain, stated that the University District allows commercial uses for the first nine hundred and fifty (950) feet of depth, the remaining five hundred and fifty (550) feet of depth are designated for mixed-use development, or residential use via a conditional use permit. During the workshop City Planner McIlwain stated that Staff supports “R-1” single family residential housing for 16.440 acres, which comprises the rear 550 feet of that portion of the property that lies within the “UD” (University District). All residential housing within this area shall meet the minimum height and area requirements as detailed within Sections 31-187 through 188 of the Code of Ordinances. Additionally, the applicant shall satisfy all architectural and landscaping requirements within the “UD” (University District).

Staff also recommends approval of “R-1” (Single-family Residential District) zoning for the 43.823 acres of property that is currently zoned as “A” (Agricultural District). Staff does not recommend approval of any residential use/development within the first 950 feet of the “UD” (University District). Therefore, the total acreage that staff supports for single-family residential use is 60.263 acres of land; the remaining 25.615 acres of land would remain as baseline “UD” (University District) zoning.

The staff notified sixteen (16) surrounding property owners within a 200’ notification boundary. Staff received 4 responses in support.

Mr. Lee Kelley, 371 Kelley Lane, Killeen, Texas, was present to represent this request.

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

Vice Chair Dorroh motioned to recommend approval of the request “Conditional Use Permit” (CUP) for “R-1” (Single-Family Residential District) and “R-1” (Single-Family

Residential District). The motion passed 4-1 with Commissioner Harkin in opposition. Ms. Harkin stated that her opposition was due to the public service, congestion, transportation, the burden and impact on the schools in the area.

Chairman Frederick stated that this request will be forwarded to City Council with a recommendation to approve.



**City of Killeen**  
Development Services | Planning

APRIL 1, 2026

**BTM HOLDING, LLC**  
**585 CROSSLAND DR**  
**KILLEEN, TX 76543**

*SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO.7007-0710-0002-6031-7650*

**Re: Notice of Termination of Conditional Use Permit**

Dear BTM Holding, LLC

This letter is to formally notify you that the Conditional Use Permit (CUP) associated with the following property has been terminated:

9600 S Fort Hood Street, Killeen, Tx 76541

According to Section 31-456(e)(1)(A) of the Code of Ordinances for the City of Killeen, a CUP becomes void when “the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period.”

Section 31-456(e)(2) authorizes the Planning and Development Director to determine whether such an event of termination has occurred. Staff has reviewed and verified that the permitted use authorized by the CUP has not been exercised for over one year. Therefore, the CUP for this property has been terminated effective thirty days from receipt of this notice. A written report outlining the facts and basis for this determination will be forwarded to the City Council.

**Right to Appeal**

In accordance with Section 31-456(e)(3), you have the right to appeal this determination to the City Council. To do so, you must file a written request for appeal with the Development Services Department, Planning Division, within thirty (30) days of receipt of this notice. Upon receipt of a timely appeal, the matter will be scheduled for the next available City Council meeting.

Sincerely,

*Brian L. Chandler*

Wallis Meshier  
Executive Director of Development Services  
City of Killeen

**ORDINANCE**

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**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 87 ACRES OUT OF THE M.T. MARTIN SURVEY, ABSTRACT NO. 963, BEING APPROXIMATELY 62 ACRES FROM “A” (AGRICULTURAL DISTRICT) TO “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT), AND APPROXIMATELY 9 ACRES OUT OF THE M.T. MARTIN SURVEY, ABSTRACT NO. 963 FROM “UD” (UNIVERSITY DISTRICT) TO “UD” (UNIVERSITY DISTRICT) WITH A “CUP” (CONDITIONAL USE PERMIT) FOR PROPERTY LOCALLY KNOWN AS 410 TOWER HILL LANE AND 9600 S. FORT HOOD STREET, KILLEEN, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Brandy Kelley has presented to the City of Killeen on behalf of JoAnn Kelley a request for an amendment to the zoning ordinance of the City of Killeen to change the classification of approximately 78 acres out of the M.T. Martin Survey Abstract No. 963 from “A” (Agricultural District) to “R-1” (Single-Family Residential District), and approximately 9 acres from “UD” (University District) to “UD” with a “CUP” (Conditional Use Permit), said request having been duly presented and recommended for approval on the 6th day of August 2018, by the Planning and Zoning Commission of the City of Killeen, of changing approximately 62 acres from “A” (Agricultural District) to “R-1” (Single-Family Residential District) and approximately 9 acres from “UD” (University District) to “UD” (University District) with a “CUP” (Conditional Use Permit) for single-family residential use with the following conditions:

- That all residential housing within the “CUP” (Conditional Use Permit) area shall meet the height and area requirements as detailed within Sections 31-187 through 188 of the Code of Ordinances, and that the applicant shall satisfy all architectural and landscaping requirements within the “UD” (University District).

Due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 28th day of August 2018, at the City Hall, City of Killeen;

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

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

**SECTION I.** That the zoning classification of approximately 62 acres out of the M.T. Martin Survey Abstract No. 963 be changed from “A” (Agricultural District) to “R-1” (Single-Family Residential District) and approximately 9 acres out of the M.T. Martin Survey Abstract No. 963 be changed and from “UD” (University District) to “UD” with a “CUP” (Conditional Use Permit) for single family residential use with the condition that all residential housing within the “CUP” (Conditional Use Permit) area shall meet the height and area requirements as detailed within Sections 31-187 through 188 of the Code of Ordinances, and that the applicant shall satisfy all architectural and landscaping requirements within the “UD” (University District), for the property generally locally known as 9600 S. Fort Hood Street and 410 Tower Hill Lane, Killeen Texas.

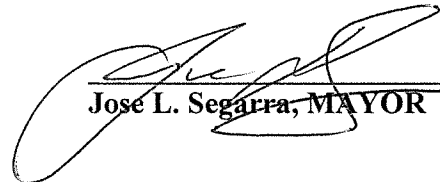
**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

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

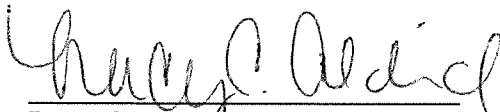
**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of August 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

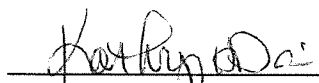
  
Jose L. Segarra, MAYOR

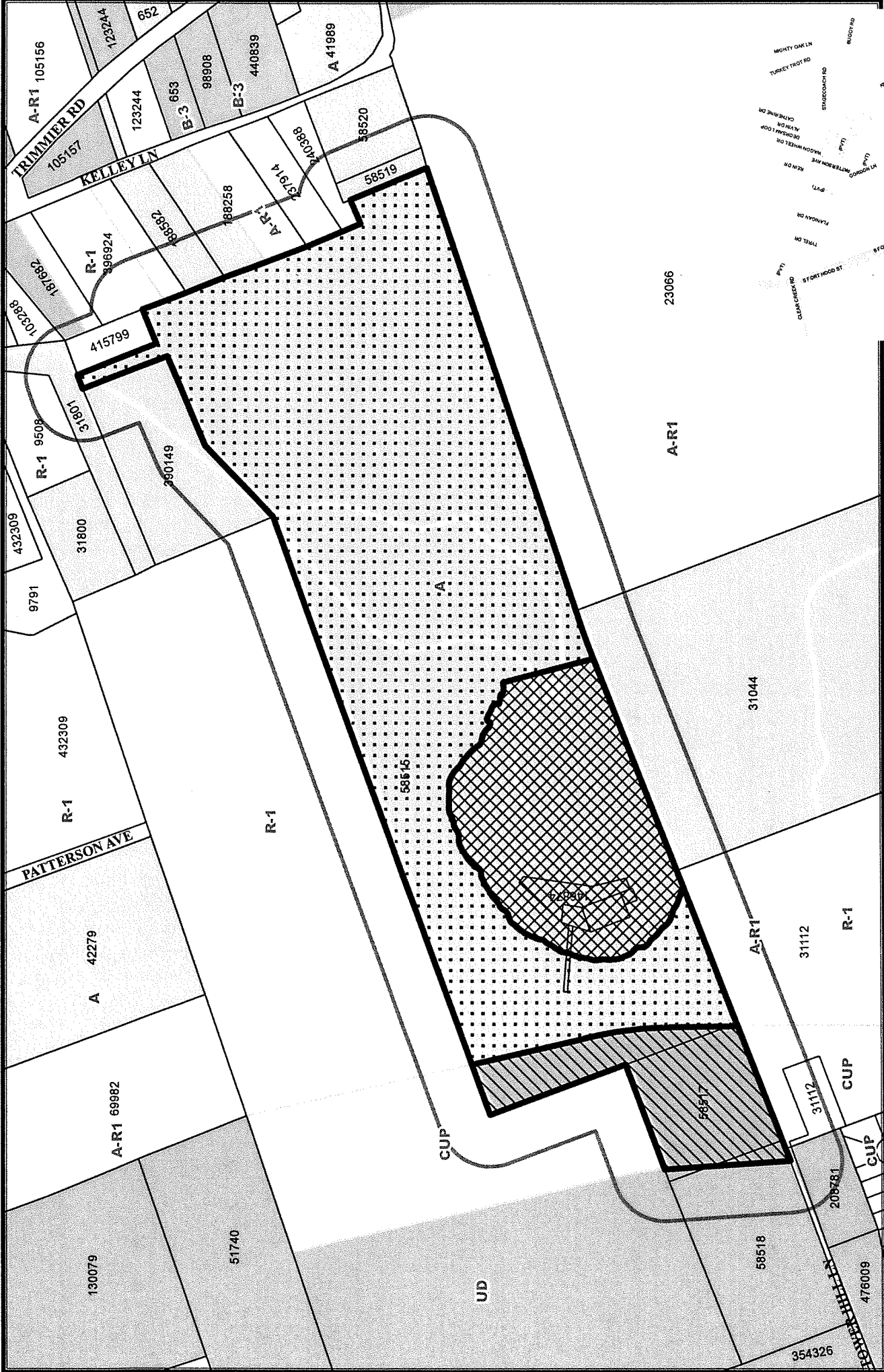
**ATTEST:**




  
Lucy C. Aldrich,  
CITY SECRETARY



**APPROVED AS TO FORM**

  
Kathryn H. Davis, CITY ATTORNEY  
Case #18-15  
Ord. #18-027



- Legend**
- Zoning Case 15-18**
- ZONING**
-  (APPROXIMATELY 16 ACRES) TO REMAIN (A)
  -  (APPROXIMATELY 62 ACRES) A TO R-1
  -  (APPROXIMATELY 9 ACRES) UD TO UD/CUP

**ZONING MAP**

**Case Z-2018-15**

Council District: 3

REQUESTED: A TO R-1 & UD TO UD WITH CUP FOR R-1

1 inch = 500 feet

Subject Property Legal Description: A09638C M T MARTIN, 4, ACRES 87.58 OUT OF 179.293 ACRES

1 in = 500 ft

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
AUGUST 6, 2018**

**CASE #Z18-15  
“A”, “UD” to “R-1” & “UD” w/CUP FOR “R-1”**

**B. HOLD** a public hearing and consider a request submitted by Brandy Kelley on behalf of Joann Kelley to rezone approximately 79.37 acres from “A” (Agricultural District) to “R-1” (Single Family Residential) and 8.21 acres from “UD” (University District) to “UD” with a Conditional Use Permit (CUP) for “R-1” (Single-Family Residential) housing for a total of approximately 87.58 acres out of the M.T. Martin Survey, Abstract No. 963. The property is addressed as 9600 S. Fort Hood Street and 410 Tower Hill Lane, Killeen, Texas.

Vice Chair Purser requested staff comments.

Senior Planner, Wallis Meshier, stated that this request is for approximately 87 acres. She stated that the recommendation for the zoning request should follow the FLUM amendment recommendation. Staff recommended that the portion of the subject property that is between 950 feet and 1,500 feet east of State Highway 195 be changed from “UD” (University District) to “UD” (University District) with a “CUP” (Conditional Use Permit) for single-family residential use, and that the portion of the subject property that is 1,500 feet or more east of State Highway 195 be changed from “A” (Agricultural District) to “R-1” (Single-Family Residential District), with the exception of the 16-acre portion that is encumbered by the top of the hill.

Ms. Meshier states that staff notified twenty-three (23) surrounding property owners regarding this request, and received three (3) letters in support of the request.

Ms. Brandy Kelley, 9320 SH 195, Killeen, Texas, was present to represent this request.

Vice Chair opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner Dorroh motioned to recommend approval of approximately 9 acres from “UD” (University District) to “UD” (University District) with a “CUP” (Conditional Use Permit) for single-family residential use, approximately 62 acres from “A” (Agricultural District) to “R-1” (Single-Family Residential District), and approximately 16 acres to remain as “A” (Agricultural District), following the FLUM amendment recommendation. Commissioner Latham seconded, and the motion passed by a vote of 5 to 0.

Vice Chair Purser stated that the zoning case will be forwarded to City Council with a recommendation to approve.

CUT HERE

YOUR NAME: Steve & Jan Dykes      PHONE NUMBER: (254) 238-6293

CURRENT ADDRESS: 167 Biels Loop Killeen, TX 76542

ADDRESS OF PROPERTY OWNED: "A" to "R-1" and "UD" w/CUP for "R-1"

COMMENTS: We support this rezoning

RECEIVED  
AUG 02 2018  
PLANNING

SIGNATURE: *Jan Dykes*      SPC #Z18-15/ 02

YOUR NAME: JoAnn Kelley      PHONE NUMBER: (254) 234-2977

CURRENT ADDRESS: 410 Tower Hill Ln

ADDRESS OF PROPERTY OWNED: 410 Tower Hill Ln

COMMENTS: I am in favor of rezoning from "A" to "R-1" and "UD" w/CUP for "R-1"

RECEIVED  
AUG 06 2018  
SPO #Z18-15/ PLANNING

SIGNATURE: *JoAnn Kelley*

YOUR NAME: JoAnn Kelley      PHONE NUMBER: (254) 234-2977

CURRENT ADDRESS: 410 Tower Hill Lane

ADDRESS OF PROPERTY OWNED: 410 Tower Hill Lane

COMMENTS: I support rezoning from "A" to "R-1" and "UD" w/CUP for "R-1".

RECEIVED  
AUG 08 2018  
SPO #Z18-15/ PLANNING

SIGNATURE: *JoAnn Kelley*

-----CUT HERE-----

YOUR NAME: <i>Vera Todd</i>	PHONE NUMBER: <i>713-927-6564</i>
CURRENT ADDRESS: <i>171 Biels Loop, Killam, TX 76542</i>	
ADDRESS OF PROPERTY OWNED: <i>Same</i>	
COMMENTS: <i>"A" to "R-1" and "UD" w/CUP for "R-1"</i>	
<i>I support the rezoning of the Kelly Land</i>	
	RECEIVED
	AUG 07 2018
SIGNATURE: <i>Vera Todd</i>	SPO #Z18-15/ <i>103</i> PLANNING

## CONSIDERATIONS

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

### A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

### B. Conditional Use Permit (if applicable)

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

### C. Conditions to Consider

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

**CITY COUNCIL MEMORANDUM FOR ORDINANCE**

**DATE:** August 21, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Dr. Ray Shanaa, AICP, Exec. Dir. of Planning and Development Services

**SUBJECT:** ZONING CASE #Z18-15 "A" (Agricultural District) and "UD" (University District) to "R-1" (Single-Family Residential District) and "UD" (University District) with a "CUP" (Conditional Use Permit) for Single-Family Residential Use

**Background and Findings:**

This request is submitted by Brandy Kelley on behalf of JoAnn Kelley to rezone approximately 87 acres out of the M.T. Martin Survey, Abstract No. 963, from "A" (Agricultural District) to "R-1" (Single-Family Residential District), and from "UD" (University District) to "UD" with a "CUP" (Conditional Use Permit) for single-family residential use. The property is locally known as 410 Tower Hill Lane and 9600 South Fort Hood Street, and is generally located on the east side of S.H. 195, north of the intersection with Tower Hill Lane, in Killeen Texas.

Sec. 31-439 of the Killeen Code of Ordinances states that the first nine hundred and fifty (950) feet of depth within the University District, as measured from State Highway 195, shall be designated for commercial use, and that the remaining five hundred and fifty (550) feet of depth of shall be designated for mixed-use development, or residential use via a conditional use permit." In accordance with this section, the applicant is requesting a Conditional Use Permit within the "UD" (University District) to allow for single-family residential use for the portion of the subject area that is between 950 feet and 1,500 feet east of State Highway 195. For the portion of the subject area that is 1,500 feet or more from State Highway 195, the applicant is requesting a change from "A" (Agricultural District) to "R-1" (Residential Single-Family).

**Property Specifics:**

Applicant / Property Owner: Brandy Kelley / JoAnn Kelley

Property Location: 410 Tower Hill Lane and 9600 Tower Hill Lane, Killeen, Texas

Legal Description: Approximately 87 acres out of the M.T. Martin Survey Abstract No. 963

Zoning/ Plat Case History: There have been no recent zoning change requests for this property.

**District Descriptions:**

**"A" (Agricultural District) Description:**

A building or premise in a district "A" Agricultural District shall be used only for the following purposes:

- (1) Stables, commercial or private.
- (2) Agricultural uses to include animal production, crop production, horticulture, and support housing.
- (3) Home occupations as permitted in district "R-1" single-family residential district.
- (4) Agricultural single-family residential in accordance with division 3 of this article.
- (5) Accessory buildings customarily incident to the uses in this section.

**"R-1" (Residential-Single Family District) Description:**

A building or premise in a district "R-1" Single-family Residential District shall be used only for the following purposes:

- (1) One-family dwellings.
- (2) Churches or other places of worship.
- (3) Colleges, universities or other institutions of higher learning.
- (4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.
- (5) Farms, nurseries or truck gardens, limited to the proportion and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than normal household pets shall be housed within one hundred (100) feet of any property line.
- (6) Parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the municipality or other public agency.
- (7) Public buildings, including libraries, museums, police and fire stations.
- (8) Real estate sales offices during the development of residential subdivisions but not to exceed two (2) years. Display residential houses with sales offices, provided that if such display houses are not moved within a period of one (1) year, specific permission must be obtained from the city council for such display houses to remain on their locations.
- (9) Schools, public elementary or high.
- (10) Schools, private with curriculum equivalent to that of a public elementary or high school.
- (11) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
- (12) Water supply reservoirs, pumping plants and towers.
- (13) Accessory buildings and uses, incident to the uses in this section and located on the same lot therewith, not involving the conduct of a retail building.
- (14) A subdivision entry sign, when such sign is located on a lot that abuts a subdivision boundary and fronts on a street entering the subdivision.
- (15) Cemetery.

"UD" (University District) Description:

A building or premises in the University District shall only be used for uses permitted in the "B-2" district, subject to the provisions of this division, and for the following purposes:

- (1) Bank, savings and loan or other financial institution excluding credit access businesses as defined by the Texas Finance Code.
- (2) Hospital, home or center for the acute or chronic ill, or assisted living facility.
- (3) Household appliance sales and repair service, no outside storage.
- (4) Retail bakery or confectionery: engaged in preparation, baking, cooking, selling and delivery of products.
- (5) Business day care.
- (6) Bowling alleys.
- (7) Cleaning or laundry (self-service).
- (8) Cleaning or laundry, (pick-up station).
- (9) Florist, garden shop, greenhouse or nursery office (retail): no growing of plants, shrubs or trees out-of-doors on premises; no outside display or storage unless behind the required front yard or the actual setback of the principal building, whichever is greater.
- (10) General food products, retail sales, such as supermarkets, butcher shops, dairy stores, seafood sales or health food sales.
- (11) Cafeteria or catering service.
- (12) Office, general business.
- (13) Restaurant or café (with drive-thru or dine in service).
- (14) Tennis, swim club, health club or gym.
- (15) Small animal clinic or pet grooming shop.
- (16) Hotel or motel.
- (17) Job printing.
- (18) Gasoline service station, auto laundry, car wash, or oil / lube service station.
- (19) Retail sales of new auto parts: no outside storage.
- (20) A customarily incidental use: sale of beer and/or wine for off-premises consumption only shall be considered a customarily incident use in this district.
- (21) Theaters of general release.
- (22) A restaurant permitted to offer alcoholic beverages for sale operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, and in accordance with chapter 31, division 16, restaurant and alcohol sales district, as amended.
- (23) Package stores operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, and in accordance with chapter 31, division 12A, district B-3A, local business and alcohol sales district, as amended.
- (24) Mixed-use development, being located nine hundred fifty (950) feet to one thousand five hundred (1,500) feet east of the east right-of-way of State Highway 195, and for a distance of approximately seventy-six hundred (7,600) feet south of the intersection of State Highway 195 and State Highway 201, for the commercial and residential use of a building, set of buildings, or neighborhood, where the first floor is designed, constructed and used for commercial use only while allowing access to residential uses.
- (25) Art gallery, book store or library.

Surrounding Land Uses:

<b>Direction</b>	<b>Zoning District</b>	<b>Land Use</b>
North	"R-1" and "UD" w/ CUP	Vacant
South	"A", "A-R1", and "UD" w/ CUP	Vacant
East	"A" and "A-R1"	Low Density Residential
West	"UD" and "UD" w/ CUP	Vacant

Existing Land Use(s) on the Property: The property is undeveloped.  
Historic Properties: None

Community Infrastructure and Environmental Assessment:

Water, Sewer and Drainage Services:  
Provider: City of Killeen  
Within Service Area: Yes  
Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility services are located within the City of Killeen municipal utility service area and available to the subject tract.

Transportation:

Existing conditions: The property is located north of Tower Hill Lane, which is a private, unimproved street.  
Proposed Improvements: None at this time.  
Projected Traffic Generation: A typical single-family home will generate ten (10) vehicle trips per day [note-this data is sourced from the Institute of Transportation Engineer (ITE) Trip Generation Rates-9th Edition, provided through Spack Consulting].

Environmental Assessment:

There is a TP&L easement that bisects the eastern portion of this parcel and there are several utility and access easements shown on this parcel. Additionally, there is a large drainage easement on this parcel that is not currently illustrated on the exhibit. The only points of access onto this parcel are the private access drive from Biels Loop that crosses the TP&L easement. The second point of access is through a private road (Tower Hill Lane) which connects to S. Fort Hood Street.

This property does not lie within a FEMA regulatory Special Flood Hazard Area (SFHA). Currently sheet flow runoff exits this parcel and flows down the hill in all directions. From there the majority of the combined runoff flows west into an unnamed tributary to North Reece Creek. The runoff from the eastern portion of the hill flows southeast into Rock Creek. Both North Reece Creek and Rock Creek flow south into the Lampasas River prior to leaving the City. These water courses areas not currently listed on the TCEQ's 303(d) water quality list for impairment. The applicant is advised that the area being zoned is not currently platted. At the

time of development the current drainage and infrastructure standards will be applicable to this site.

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

Land Use Analysis:

Future Land Use Map: This area is designated as 'SC' (Suburban Commercial), 'E' (Estate), 'SR' (Suburban Residential), and 'P-R' (Parks and Recreation) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation:

- Suburban Commercial: Range of commercial retail and service uses, at varying scales and intensities depending on the site.
- Estate: Detached residential dwellings, public/institutional uses, and parks and public spaces.
- Suburban Residential: Detached residential dwellings, planned developments to provide for other housing types (e.g., townhouse, patio) in a Suburban character setting, public/institutional uses, and parks and public spaces.
- Parks and Recreation: Public parks and open space, public trails, public recreation areas

Consistency: The requested zoning change is not consistent with the FLUM. However, a FLUM amendment application has been submitted concurrently with this request.

Public Notification: Staff notified twenty-three (23) surrounding property owners regarding this request. As of the date of this report, staff has received three (3) letters in support and no letters in opposition to the request.

**THE ALTERNATIVES CONSIDERED:**

**Which alternative is recommended?** Staff's recommendation to the Planning and Zoning Commission was that the portion of the subject property that is encumbered by the hill remain zoned "A" (Agricultural District).

**Why?** Development of the existing hill would be extremely costly, and it is therefore unlikely that it will be developed as single-family (R-1) residential use. Staff recommended that top of the hill remain zoned "A" (Agricultural District) in order to preserve the land which will not be developed.

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

**What is the amount of the expenditure in the current fiscal year? For future years?**

This zoning request does not involve the expenditure of city funds.

**Is this a one-time or recurring expenditure?**

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

**If not, where will the money come from?**

This is not applicable.

**Is there a sufficient amount in the budgeted line-item for this expenditure?**

This is not applicable.

**RECOMMENDATION:**

The Planning and Zoning Commission recommended the following:

- That approximately 62 acres out of the subject property be changed from "A" (Agricultural District) to "R-1" (Residential-Single Family District).
- That approximately 16 acres, consisting of the top of the hill (see attached exhibit), remain as "A" (Agricultural District).
- That approximately 9 acres, consisting of the portion of the subject property that is between 950 feet and 1,500 feet from State Highway 195, be changed from "UD" (University District) to "UD" with a "CUP" (Conditional Use Permit) for single-family residential use.
- That all residential housing within the "CUP" (Conditional Use Permit) area shall meet the height and area requirements as detailed within Sections 31-187 through 188 of the Code of Ordinances, and that the applicant shall satisfy all architectural and landscaping requirements within the "UD" (University District).

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.



**City of Killeen**  
Development Services | Planning

APRIL 1, 2026

**GARLAND LEE KELLEY, JR.**  
**371 KELLEY LANE**  
**KILLEEN, TX 76542**

*SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO.7007-0710-0002-6032-0780*

**Re: Notice of Termination of Conditional Use Permit**

Dear Garland Lee Kelley, Jr.,

This letter is to formally notify you that the Conditional Use Permit (CUP) associated with the following property has been terminated:

410 Tower Hill Lane, Killeen, Tx 76541

According to Section 31-456(e)(1)(A) of the Code of Ordinances for the City of Killeen, a CUP becomes void when “the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period.”

Section 31-456(e)(2) authorizes the Planning and Development Director to determine whether such an event of termination has occurred. Staff has reviewed and verified that the permitted use authorized by the CUP has not been exercised for over one year. Therefore, the CUP for this property has been terminated effective thirty days from receipt of this notice. A written report outlining the facts and basis for this determination will be forwarded to the City Council.

**Right to Appeal**

In accordance with Section 31-456(e)(3), you have the right to appeal this determination to the City Council. To do so, you must file a written request for appeal with the Development Services Department, Planning Division, within thirty (30) days of receipt of this notice. Upon receipt of a timely appeal, the matter will be scheduled for the next available City Council meeting.

Sincerely,

*Brian L. Chandler*

Wallis Meshier  
Executive Director of Development Services  
City of Killeen

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 1.516 ACRES OUT OF THE W. H. COLE, ABSTRACT NO. 200, FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “NBD” (NEIGHBORHOOD BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR A SINGLE-TENANT GENERAL RETAIL STORE NO GREATER THAN 10,650 SQUARE FEET; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Franklin Land Associates, LLC, on behalf of D&SC Enterprises, Inc, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 1.516 acres out of the W. H. Cole, Abstract No. 200, from “R-1” (Single-Family Residential District) to “B-3” (Local Business District), said request having been duly recommended for approval of “B-3” (Local Business District) by the Planning and Zoning Commission of the City of Killeen on the 7<sup>th</sup> day of March 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 12<sup>th</sup> day of April 2022, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be zoned as “NBD” (Neighborhood Business District) with a Conditional Use Permit (CUP) for a single-tenant general retail store no greater than 10,650 square feet;

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

**SECTION I.** That the zoning classification of approximately 1.516 acres out of the W. H. Cole, Abstract No. 200, from “R-1” (Single-Family Residential District) to “B-3” (Local Business District), said request having been duly recommended for approval of “NBD”

(Neighborhood Business District) with a Conditional Use Permit (CUP) for a single-tenant general retail store no greater than 10,650 square feet, for the property generally located west of the Featherline Road & north of Chaparral Road, Killeen, Texas.

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

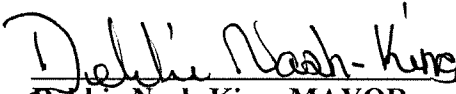
**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

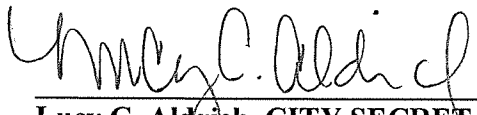
**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 12<sup>th</sup> day of April 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

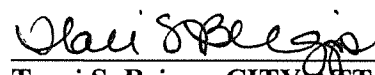


  
Debbie Nash-King, MAYOR

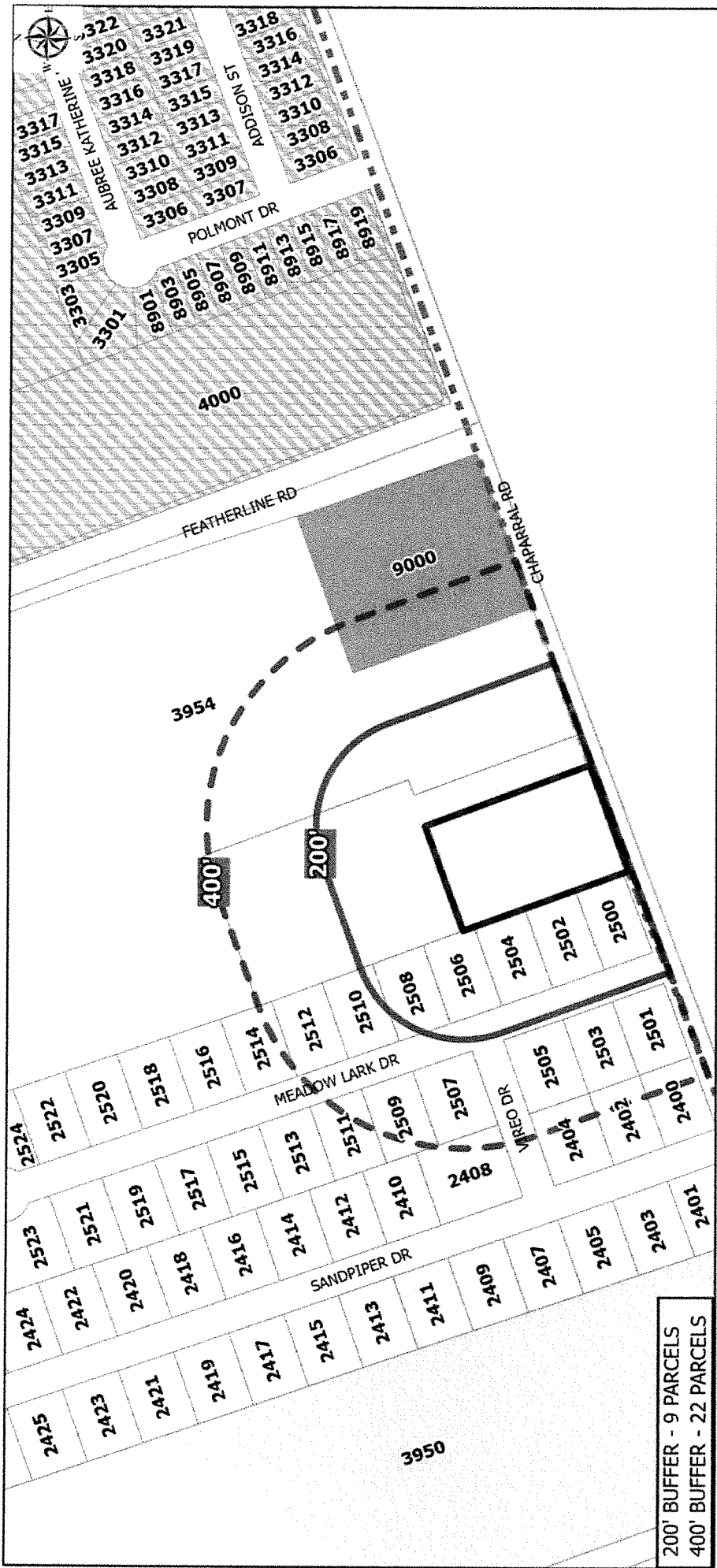
**ATTEST:**

  
Lucy C. Aldrich, CITY SECRETARY

**APPROVED AS TO FORM:**

  
Traci S. Briggs, CITY ATTORNEY

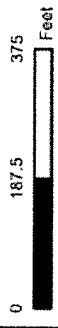
Case #22-13  
Ord. #22-022



200' BUFFER - 9 PARCELS  
 400' BUFFER - 22 PARCELS

Attachment #1

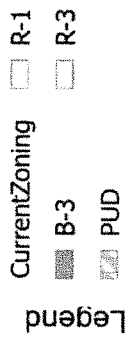
Council District: 3



Subject Property Legal Description: A0200BC W H COLE, 1, ACRES 1.516

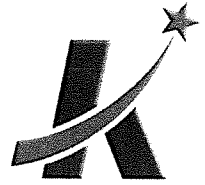
# Zoning Case 2022-13

R-1 to B-3



# SITE PHOTOS

Case #Z22-13: "R-1" to "B-3"



View of the subject property looking north:



View of the surrounding property to the east:



# SITE PHOTOS

Case #Z22-13: "R-1" to "B-3"



View of the surrounding property to the west:



View of the surrounding property to the south (across Chaparral Rd):



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**March 07, 2022**

**CASE # Z22-13**  
**“R-1” to “B-3”**

**HOLD** a public hearing and consider a request submitted by Franklin Land Associates, LLC on behalf of D&SC Enterprises, Inc. (**Case #Z22-13**) to rezone approximately 1.516 acres out of the W. H. Cole, Abstract No. 200 from “R-1” (Single-Family Residential District) to “B-3” (Local Business District). The property is located west of Featherline Road and north of Chaparral Road, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of “NBD” (Neighborhood Business District), which is a more restrictive district than requested.

Commissioner Minor stepped down from dais due to a conflict of interest.

The agent, Mr. Bob Gage of GBT Realty, was present to represent the case. He stated that the proposed retail store is 10,640 square feet, and that the recommended “NBD” (Neighborhood Business District) would not meet the needs of the applicant. He requested that the Commission approve the request for “B-3” (Local Business District) as presented.

Chairman Latham opened the public hearing.

With no one else wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the request for “B-3” (Local Business District) as presented. Commissioner Adams seconded, and the motion passed by a vote of 7 to 0.

Commissioner Minor returned to the dais.

# CONSIDERATIONS

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

## **A. General Factors to Consider:**

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## **B. Conditional Use Permit (if applicable)**

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

## **C. Conditions to Consider**

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

YOUR NAME: Michelle Bates	PHONE NUMBER: 254-285-9579
CURRENT ADDRESS: 2408 Sandpaper Dr Killen TX 710542	
ADDRESS OF PROPERTY OWNED: 2408 Sandpaper Dr Killen TX 710542	
COMMENTS:	
I Support the request case# 722.13	
SIGNATURE: Michelle Bates	REQUEST: "R-1" to "B-3" SPO #Z22-13/15

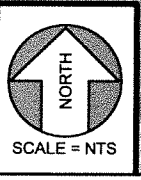
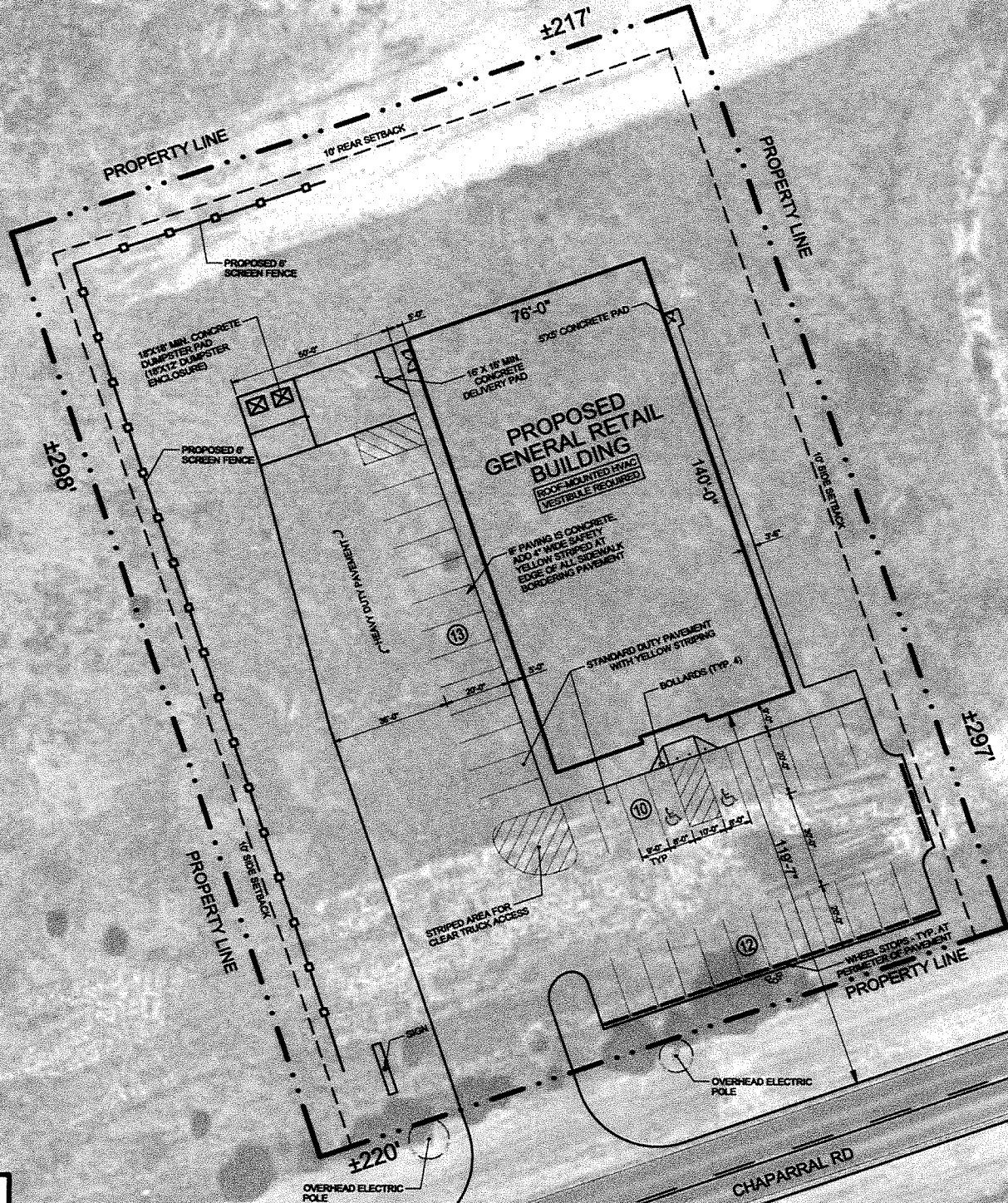
P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7631, FAX 254-501-7628  
 WWW.KILLEENTEXAS.GOV

# PRELIMINARY SITE PLAN

KILLEEN, TX (CF)  
Chaparral Rd

PROTOTYPE:	A PLUS	DEVELOPER	DESIGNER	DATE
BLDG/SALES SF:	10,640 / 8,450	Company: GBT Realty Corp.	Company: GBT Realty Corp.	01-04-22
ACREAGE:	1.50	Name: Austin Rogers	Name: Colton Jumper	
PARKING SPACES:	35	Phone #: (615) 370-0670	Phone #: (615) 370-0670	

Note: WB-67 Truck Used



**CITY COUNCIL MEMORANDUM FOR ORDINANCE**

**DATE:** April 5, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Edwin Revell, Executive Director of Development Services  
**SUBJECT:** ZONING CASE #Z22-13: "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT)

**BACKGROUND AND FINDINGS:**

**Property Information:**

**Property Owner:** D&SC Enterprises, Inc.  
**Agent:** Franklin Land Associates, LLC.  
**Current Zoning:** "R-1" (Single-Family Residential District)  
**Proposed Zoning:** "B-3" (Local Business District)  
**Future Land Use Map Designation:** 'Suburban Commercial' (SC)

**Summary of Request:**

Franklin Land Associates, LLC, on behalf of D&SC Enterprises, Inc., submitted a request to rezone approximately 1.516 acres out of the W. H. Cole, Abstract No. 200, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). If approved, the owner intends to develop the property as a general retail store.

**Zoning/Plat Case History:**

The subject property was annexed into the City limits on May 1, 2004 via Ordinance No. 04-12. It was assigned an initial zoning of "A" (Agricultural District) with the adoption of the annexation ordinance. The subject property was rezoned from "A" (Agricultural District) to "R-1" (Single-Family Residential District) on September 26, 2006 via Ordinance No. 06-109. The property is currently unplatted.

**Character of the Area:**

	<b>Current Land Use</b>	<b>Zoning District</b>	<b>Future Land Use</b>
<b>North</b>	Vacant	R-1 (Single-Family Residential District)	Suburban Commercial (SC)

<b>East</b>	Vacant	R-1 (Single-Family Residential District)	Suburban Commercial (SC)
<b>South</b>	Single-family residential property (ETJ)	ETJ	General Residential (GR) & Suburban Commercial (SC)
<b>West</b>	Single-family residential properties	R-1 (Single-Family Residential District)	Suburban Residential (SR)

**Future Land Use Map Analysis:**

This property is designated as 'Suburban Commercial' (SC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

'Suburban Commercial' (SC) designations should be utilized at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. 'Suburban Commercial' (SC) character may exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character. Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and residential-in-appearance architectural standards).

The 'Suburban Commercial' (SC) designation encourages the following development types:

- Range of commercial retail and service uses, at varying scales and intensities depending on the site
- Office (both large and/or multi-story buildings and small-scale office uses depending on the site)
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting
- Public/institutional; or
- Parks and public spaces.

The request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Chaparral Road, which is classified as a 110' wide Minor Arterial on the City of Killeen Thoroughfare Plan.

### **Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

### **Public Notification:**

Staff notified twenty-two (22) surrounding property owners regarding this request. Of those property owners notified, thirteen (13) properties are located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and two (2) reside outside of Killeen.

As of the date of this staff report, staff has received one (1) written response in support of this request.

### **Staff Findings:**

If approved, "B-3" (Local Business District) allows commercial uses including boat sales; oil and lube stations; hotels and motels; auto part sales (new, at retail); mini/self-storage facilities; and storage warehouses (with leasable space of less than twenty-five thousand (25,000) square feet).

The subject property abuts residentially zoned property on the north, east, and west sides. Staff finds that a small general retail store would be appropriate in this location. However, staff is of the determination that the "B-3" (Local Business) district allows several uses that would not be appropriate in this location.

### **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- 1) Disapprove the applicant's zoning request;
- 2) Approve a more restrictive zoning district than requested by the applicant;
- 3) Approve the applicant's zoning request as presented.

### **Which alternative is recommended? Why?**

Per Killeen Code of Ordinances Sec. 31-316.1, the "NBD" (Neighborhood Business) district was established "to provide for limited commercial uses serving the common and frequent needs of the residents in the immediate vicinity." The "NBD" (Neighborhood Business) district allows all uses permitted in "B-3" (Local Business District) with the following exceptions:

- (1) Home for the aged;

- (2) Hospital, nursing home, or assisted living facility;
- (3) Mortuary or funeral chapel;
- (4) Appliance (household) sales and service;
- (5) Boat and accessory sales, rental and service;
- (6) Marine supplies, sales and service;
- (7) Restaurant or café with drive-in or drive-through service;
- (8) Tennis or swim club;
- (9) Hotel or motel;
- (10) Gasoline service station in excess of four (4) pumps, auto laundry or car wash;
- (11) Auto parts sales, new at retail
- (12) Theaters or general release;
- (13) Mini/self-storage facilities;
- (14) Outdoor fruits and vegetable sales (farmer's markets);
- (15) Bowling alley; and
- (16) Oil/lube service station.

However, Killeen Code of Ordinances Sec. 31-316.2 states: "A building or premises in the "NBD" (Neighborhood Business) district shall not exceed gross building size of 10,000 square feet and no single leased/owned business area shall exceed 4,000 square feet. In this case, the applicant intends to build a single-tenant retail store of approximately 10,640 square feet.

Therefore, staff recommends approval of "NBD" (Neighborhood Business District) with a Conditional Use Permit (CUP) for a single-tenant general retail store no greater than 10,650 square feet. This would limit the potential use of the property for those uses listed above, while still allowing the applicant to move forward as planned.

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

**What is the amount of the expenditure in the current fiscal year? For future years?**

This zoning request does not involve the expenditure of City funds.

**Is this a one-time or recurring expenditure?**

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

**If not, where will the money come from?**

This is not applicable.

**Is there a sufficient amount in the budgeted line-item for this expenditure?**

This is not applicable.

**RECOMMENDATION:**

At their regular meeting on March 7, 2022, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property to "B-3" by a vote of 7 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Minutes  
Ordinances  
Considerations  
Response  
Site Plan



**City of Killeen**  
Development Services | Planning

APRIL 1, 2026

**D & SC ENTERPRISES, INC.**  
**2110 SOUTHPORT DRIVE**  
**KILLEEN, TX 76542**

*SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO.7007-0710-0002-6031-7698*

**Re: Notice of Termination of Conditional Use Permit**

Dear D & SC Enterprises, Inc.

This letter is to formally notify you that the Conditional Use Permit (CUP) associated with the following property has been terminated:

Chaparral Road (Property ID 453576), Killeen, Tx 76541

According to Section 31-456(e)(1)(A) of the Code of Ordinances for the City of Killeen, a CUP becomes void when “the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period.”

Section 31-456(e)(2) authorizes the Planning and Development Director to determine whether such an event of termination has occurred. Staff has reviewed and verified that the permitted use authorized by the CUP has not been exercised for over one year. Therefore, the CUP for this property has been terminated effective thirty days from receipt of this notice. A written report outlining the facts and basis for this determination will be forwarded to the City Council.

**Right to Appeal**

In accordance with Section 31-456(e)(3), you have the right to appeal this determination to the City Council. To do so, you must file a written request for appeal with the Development Services Department, Planning Division, within thirty (30) days of receipt of this notice. Upon receipt of a timely appeal, the matter will be scheduled for the next available City Council meeting.

Sincerely,

*Brian L. Chandler*

Wallis Meshier  
Executive Director of Development Services  
City of Killeen

**ORDINANCE 23-039**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF THE PROPERTY BEING APPROXIMATELY 21.16 ACRES OUT OF THE WILLIAM H. COLE SURVEY, ABSTRACT NO. 200, FROM "A" (AGRICULTURAL DISTRICT) TO "B-2" (LOCAL RETAIL DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR A BATTERY STORAGE SITE AS A PERMITTED USE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

**WHEREAS**, Westwood Professional Services, on behalf of McClean Commercial, LTD, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of the property being approximately 21.16 acres out of the William H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "B-2" (Local Retail District) with a Conditional Use Permit (CUP) to allow for a battery storage site as a permitted use;

**WHEREAS**, the Planning and Zoning Commission of the City of Killeen, following a public hearing on April 3, 2023, duly recommended approval of the application for amendment with the condition that the applicant provide training in accordance with the needs of the Killeen Fire Department;

**WHEREAS**, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 9<sup>th</sup> day of May 2023, at the City Hall, City of Killeen; and

**WHEREAS,** the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

**SECTION I.** That the zoning classification of the property being approximately 21.16 acres out of the William H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "B-2" (Local Retail District) with a Conditional Use Permit (CUP) to allow for a battery storage site as a permitted use, said request having been duly recommended for approval of the applicant's request for "B-2" (Local Retail District) with a Conditional Use Permit (CUP) to allow for a battery storage site as a permitted use, as shown on the site plan exhibit submitted by the applicant dated March 15, 2023, with the condition that the applicant provide training in accordance with the needs of the Killeen Fire Department, for the property locally addressed as 8390 Featherline Road, Killeen, Texas.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 9<sup>th</sup> day of May 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

  
Debbie Nash-King, MAYOR

**ATTEST:**

  
Laura J. Calcote, CITY SECRETARY

**APPROVED AS TO FORM**

  
Holli C. Clements, CITY ATTORNEY  
Case #23-11



**CITY COUNCIL MEMORANDUM FOR ORDINANCE**

**DATE:** May 2, 2023.  
**TO:** Kent Cagle, City Manager  
**FROM:** Edwin Revell, Executive Director of Development Services  
**SUBJECT:** Zoning Case #23-11: "A" (Agricultural District) to "B-2" (Local Retail District) with a Conditional Use Permit (CUP)

**BACKGROUND AND FINDINGS:**

**Property Information:**

**Property Owner:** McClean Commercial, LTD  
**Agent:** Westwood Professional Services  
**Current Zoning:** "A" (Agricultural District)  
**Proposed Zoning:** "B-2" (Local Retail District) with a Conditional Use Permit (CUP) to allow for a battery storage site as a permitted use  
**Current FLUM Designation:** 'Residential Mix'

**Summary of Request:**

Westwood Professional Services, on behalf of McClean Commercial, LTD, has submitted a request to rezone approximately 21.16 acres out of the William H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "B-2" (Local Retail District) with a Conditional Use Permit (CUP) to allow for a battery storage site as a permitted use.

If approved, the applicant intends to develop a battery storage site on the property. The applicant states that the proposed battery storage will create better power reliability for the residents of the City of Killeen during times of power instability by preventing brownout and blackout events and providing general stability to the local grid. The battery energy storage facility will also provide support to the neighboring Oncor substation to limit transmission congestion and increase operating reliability.

**Killeen Code of Ordinances Chapter 31 Compliance:**

In accordance with Killeen Code of Ordinances Sec. 31-291, electric utility substations are permitted by-right in the "B-2" (Local Retail) district.

Sec. 31-441(a) states, "the purpose of the conditional use permit process is to identify those land uses that may be appropriate within a zoning district but, due to their location, function, or operation, could have a harmful impact on adjacent properties or the surrounding area, and to

provide a procedure whereby such uses may be permitted by further restricting or conditioning the same so as to mitigate or eliminate such potential adverse impacts. The conditional use permit runs with the land, regardless of ownership, until termination of the permit.”

Given the proximity of the site to the existing substation, staff finds that the proposed battery storage site is appropriate in this location, with the condition that adequate screening be provided between the proposed site and the adjacent undeveloped residential properties to the north and west.

**Zoning/Plat Case History:**

The subject property was annexed into the city limits on April 26, 2005, via Ordinance No. 05-31 and was subsequently rezoned “A” (Agricultural District). The subject property is currently unplatted, however, the applicant has submitted a plat application (Plat case #23-018P Tract A Goldeneye Addition).

**Character of the Area:**

**North:** Vacant lot zoned “A” (Agricultural District)

**South:** Existing electric substation zoned “B-2” (Local Retail District) and vacant lot zoned “R-1” (Single-Family Residential District)

**West:** Vacant lot zoned “A” (Agricultural District)

**East:** Existing single-family residential subdivision (Yowell Ranch Phase 2) zoned Planned Unit Development (PUD)

**Future Land Use Map Analysis:**

This property is located within ‘Controlled Growth’ area on the Growth Sector Map and designated as ‘Residential Mix’ on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The ‘Residential Mix’ place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Commercial uses need to be context sensitive.

The ‘Controlled Growth’ sector includes areas in the city limits and approved Municipal Utility Districts (MUDs) that have access to city infrastructure in close proximity. Developments proposed in this sector are evaluated for adherence to the Big Ideas and Recommendations of the plan, particularly those related to housing and neighborhood options and improve the fiscal health and sustainability of Killeen.

The request is consistent with the following Big Ideas of the 2022 Comprehensive Plan:

- Resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul.

The Comprehensive Plan calls for managing development of land and capital investments (such as streets, utilities, and drainage) to ensure a more prosperous community for the long haul

and similar to the need for these common resident services listed here, staff finds that the request is necessary to keep up with demands for electric utility in the area.

If approved, the applicant intends to develop a battery storage site on the property and explains that, with the increasing population growth and development in the Killeen area, this system will support Oncor's ability to meet electricity demand, while also stabilizing the overall grid via energy regulation. The applicant has proposed to screen the facility and provide landscaping along the frontage and between the adjacent properties, as shown on the site plan exhibit, in order to protect the character of the area.

### **Neighborhood Analysis:**

#### **Land Use:**

- This property is located within Killeen Development Zone #8.
- Current land use mix within this area comprises approximately:
  - 1% non-residential
  - 99% residential

#### Zoning district breakdown in DZ8:

- 15% agricultural,
- 15% non-residential zoning districts,
- 41% residential zoning districts,
- 29% Special Districts, SUP and PUD

#### **'Residential Mix'** promotes:

Use Mix: up to 25% non-residential, 95% residential uses

Primary Uses: Single-Family, Accessory Dwelling Unit (ADU), Townhouses, Smallplex (2-4 Units), Live-work

Secondary Uses: Small Office, Small Retail, Restaurant, Accessory Commercial Unit (ACU), School, House of Worship

### **Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Featherline Road, which is classified as a 110-foot wide Minor Arterial on the City of Killeen Thoroughfare Plan.

### **Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified sixty-three (63) surrounding property owners regarding this request. Of those property owners notified, forty-four (44) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and eleven (11) reside outside of Killeen. As of date of this staff report, staff has received one (1) written response in support regarding the request.

**Staff Findings:**

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

**THE ALTERNATIVES CONSIDERED:**

The City Council may:

- Disapprove the applicant’s CUP request;
- Approve the applicant’s request with additional and/or amended conditions; or
- Approve the applicant’s CUP as presented.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant’s request to rezone the subject property from “A” (Agricultural) to “B-2” (Local Retail District) with a Conditional Use Permit (CUP) to allow for a battery storage site as shown on the site plan exhibit submitted by the applicant dated March 15, 2023.

Staff finds the request consistent with the Big Ideas of the 2022 Comprehensive Plan as indicated in the Comprehensive Plan Analysis. Additionally, staff finds the request is an essential infrastructure improvement project that may help ensure power reliability for the residents in Killeen. The proposed landscape screening will provide an adequate buffer between the proposed use and the future residential development.

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City’s policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

**RECOMMENDATION:**

At their regular meeting on April 3, 2023, the Planning and Zoning Commission recommended approval the applicant’s request - with the condition that the applicant provide training in accordance with the needs of the Killeen Fire Department - by a vote of 6 to 1 with Commissioner Jones in opposition.

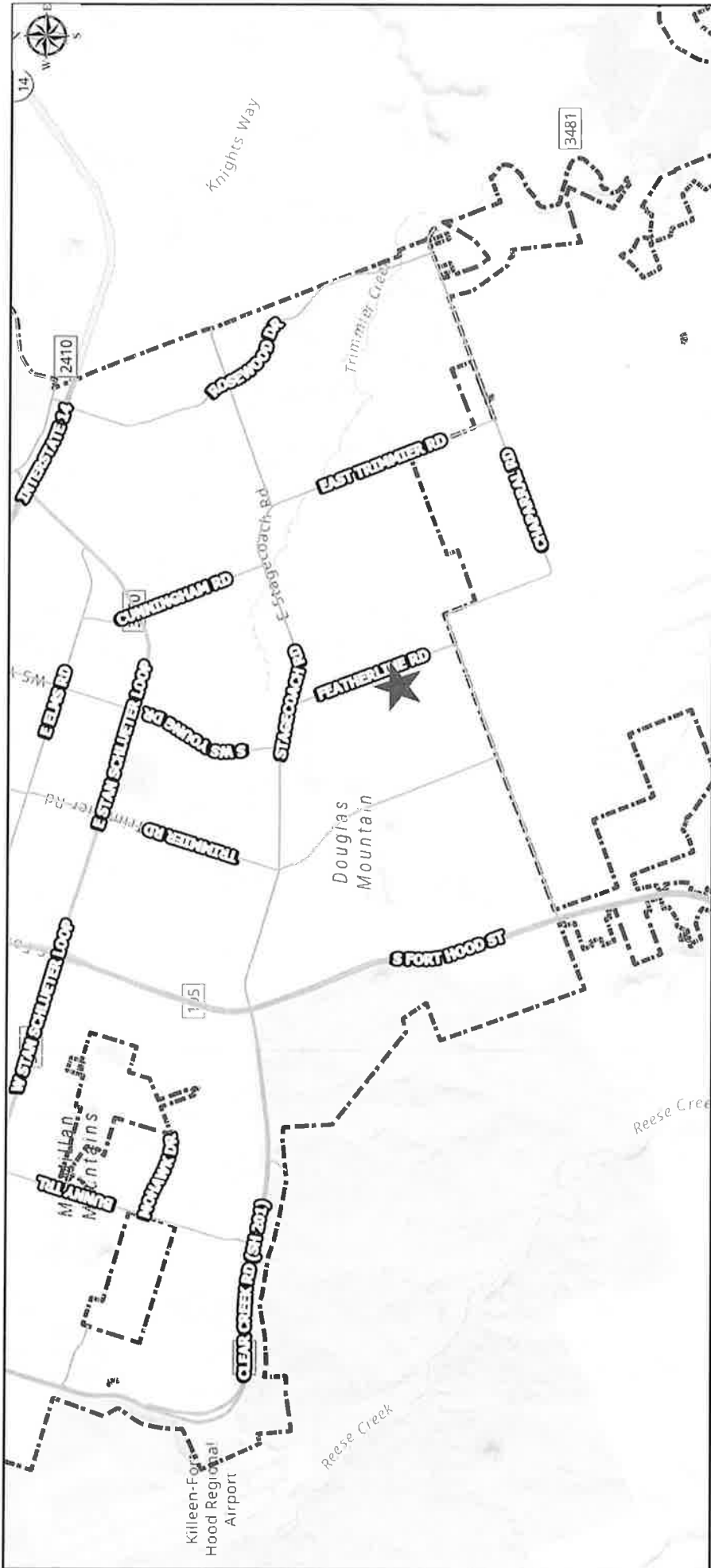
Commissioner Jones stated that he believes the proposed development is a waste of money because it does not provide enough electricity to accommodate Killeen.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Exhibit  
Site Plan  
Response  
Minutes  
Ordinance  
Considerations



LOCATION MAP  
Council District: 3



Subject Property Legal Description: APPROX. 21.16 ACRES OUT OF A0200BC W H COLE, 2, ACRES 108.6

## Zoning Case 2023-11

A TO B-2 w/ CUP

- Legend**
- Major Roads
  - - - City Limits
  - ★ Zoning Case Location



AERIAL MAP

Council District: 3

0 265 530 Feet



Subject Property Legal Description: APPROX. 21.16 ACRES OUT OF A0200BC W H COLE, 2, ACRES 108.6

## Zoning Case 2023-11

A TO B-2 w/ CUP

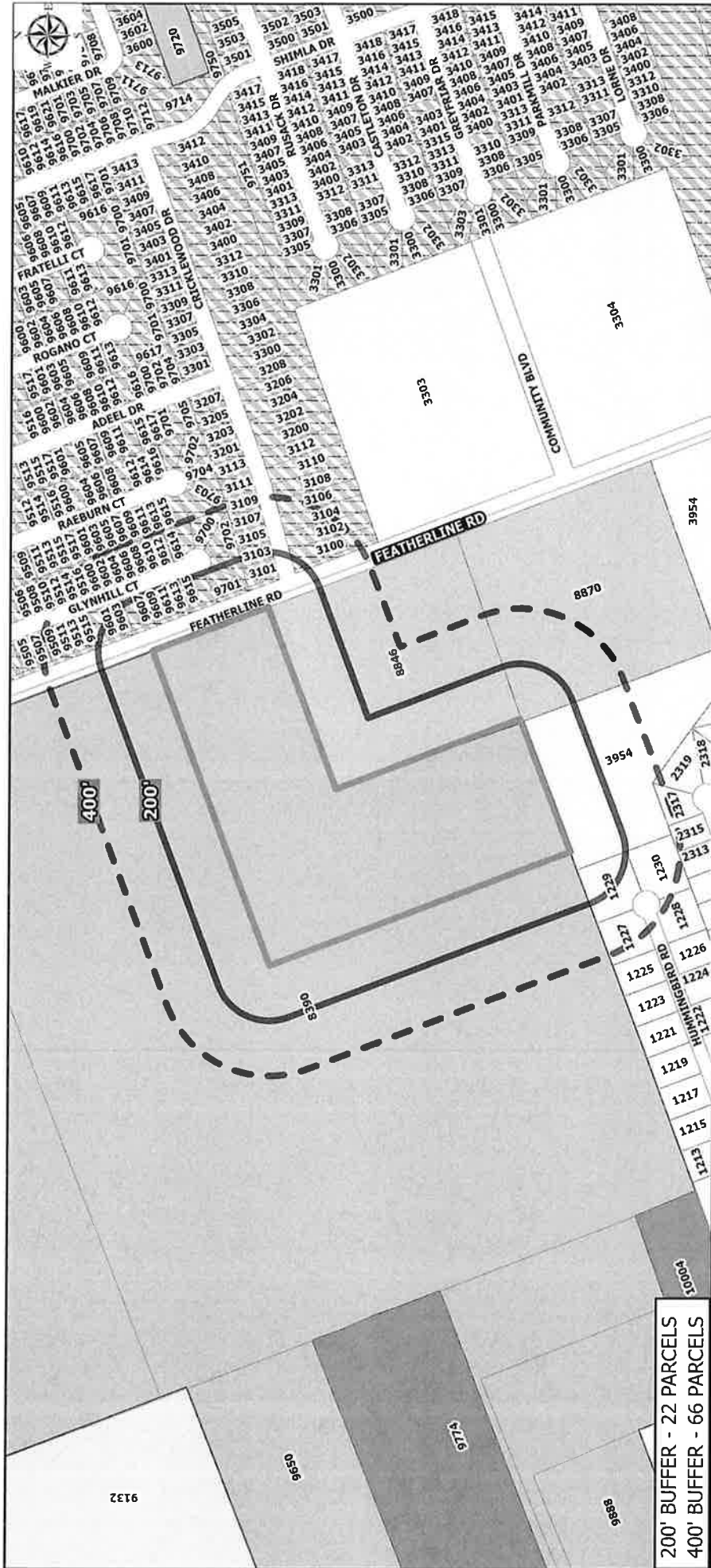
Legend

Citylimits



Zoning Case





**Legend**

Current Zoning

- A
- A-R1
- B-1
- B-2
- B-3
- PUD
- R-1
- SR-1

## Zoning Case 2023-11

### A TO B-2 w/ CUP

Subject Property Legal Description: APPROX. 21.16 ACRES OUT OF A0200BC W H COLE, 2, ACRES 108.6

**NOTIFICATION MAP**

Council District: 3

0 265 530 Feet

200' BUFFER - 22 PARCELS  
 400' BUFFER - 66 PARCELS

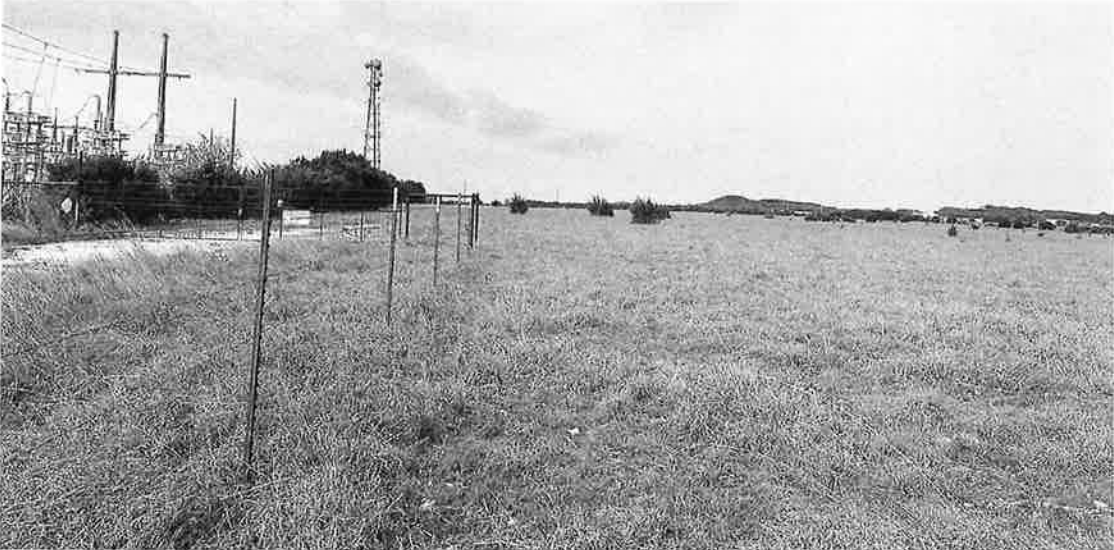
9312

# SITE PHOTOS

Case #23-11: "A" to "B-2" w/ CUP



View of the subject property looking west:



View of the subject property looking northwest:

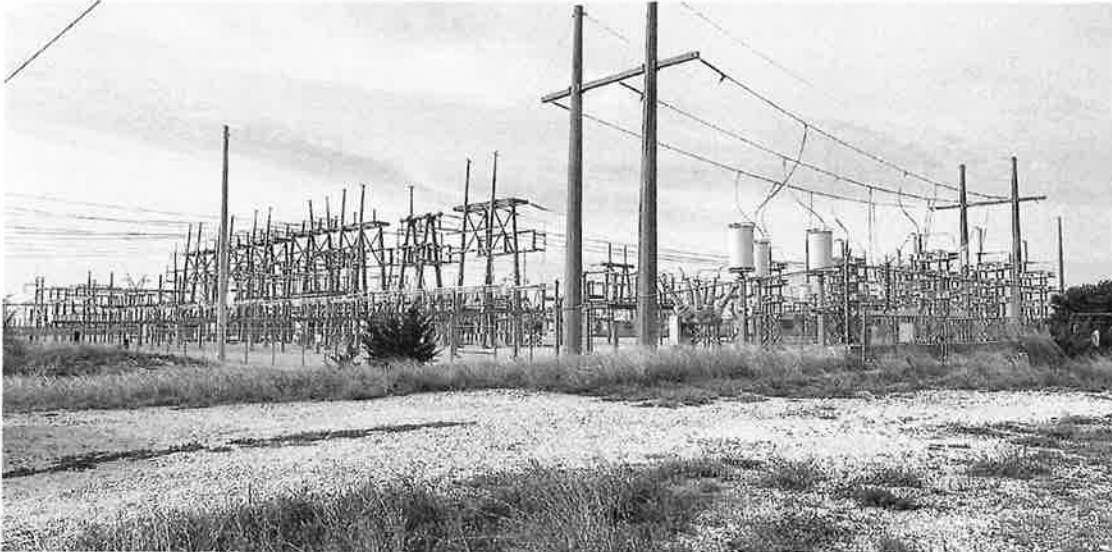


# SITE PHOTOS

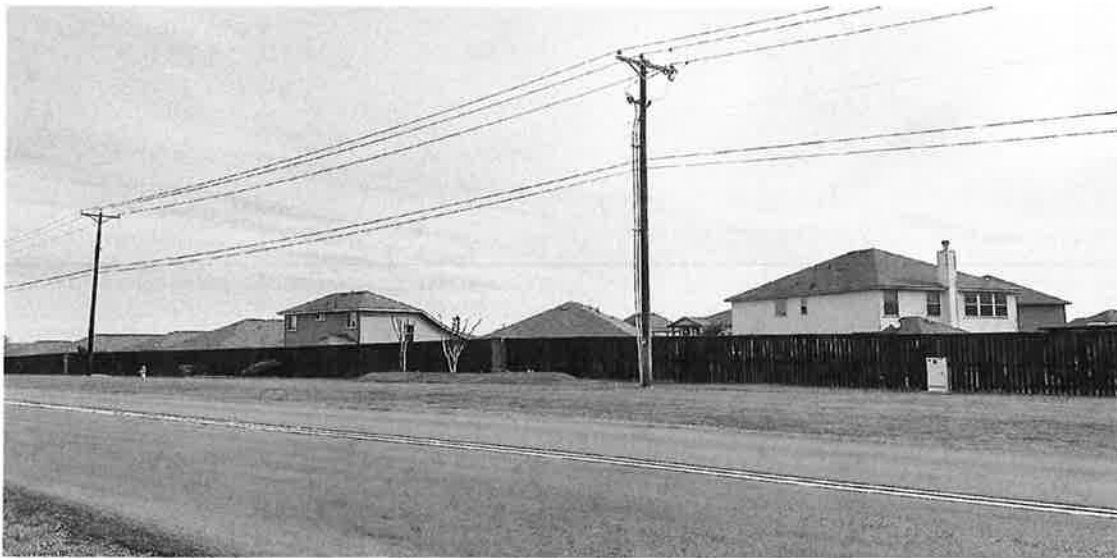
Case #23-11: "A" to "B-2" w/ CUP



View of the surrounding property to the south (existing electric substation):



View of the surrounding property to the east (existing Yowell Ranch Phase Two subdivision):





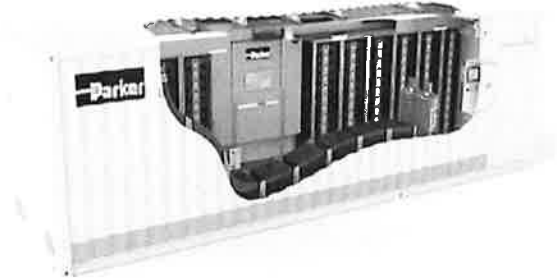
## RELIABLE ENERGY FOR TEXAS

### Seeking Land for Battery Energy Storage Facilities

ERCOT (Electric Reliability Council of Texas) supplies electricity to over 26 million Texans. That’s about 90% of our state! As we gradually increase our dependency on renewable resources, it becomes more difficult to continuously match supply with demand. There is an increasing need for flexible resources to maintain system reliability.



### THE SOLUTION: Battery Energy Storage Systems



This is a set of specially developed batteries that store electricity. They can:

- Store/Redeploy Renewable Generation During Times of Need
- Support Local Grid Reliability
- Respond To Urgent Grid Conditions Almost Instantly
- Protect Us From Blackouts And Power Outages
- Help Ensure All Texan’s Electric Demands Are Met

Battery Energy Storage Systems are becoming widely used on global electric grids and have exhibited outstanding operating records.

### Black Mountain Energy Storage is currently seeking to lease or purchase land to build battery energy storage facilities.

We are looking for 5-10 acre sites adjacent to existing electric transmission infrastructure that will comfortably accommodate a Battery Energy Storage facility. If you would like to participate, you can expect:



#### REVIEW

**Participants will go through a 12-18 month review.** A system operator will perform several electrical studies to determine if the existing network will accommodate the proposed facility.



#### ENVIRONMENT

**A project developer will perform an environmental study** to ensure that no adverse environmental impacts result from the installation or operation of the proposed facility.

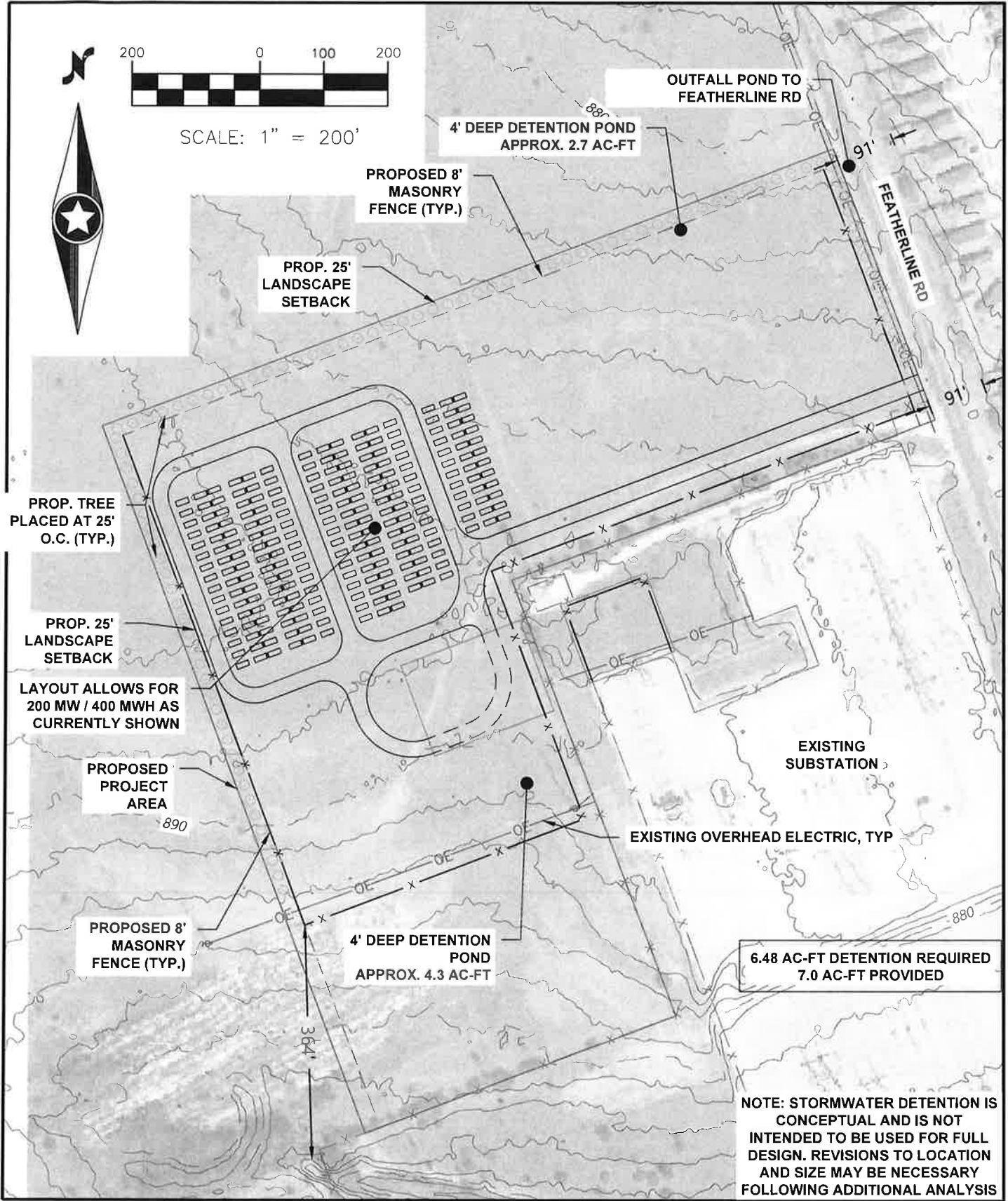


#### FINANCE

Pending the results of the two previous steps, **Black Mountain Energy Storage will seek out financial partners** to back the project. Black Mountain will also cover any tax increase on leased land.

### About Black Mountain

Black Mountain Energy Storage is a team of project developers that build and operate battery energy storage facilities. Founded in 2020, we aim to bring reliable, emissions-free capacity to the electric grid and provide long-term value to utilities and low cost and sustainable power for their customers. The company was created by Black Mountain, a private team of early mover project developers specializing in identifying and capturing high-growth opportunities in the global energy sector with decades of geological and operational experience.



# Westwood

Phone (215) 855-7477 1684 South Broad Street, Suite 120  
Toll Free (888) 937-5150 Lansdale, PA 19446  
westwoodps.com

Westwood Professional Services, Inc.

# GOLDENEYE

CITY OF KILLEEN  
BELL COUNTY, TX

# UTILITY & DRAINAGE LAYOUT

DATE: 05/03/2023

CUT HERE

**YOUR NAME:** D+SC Enterprises, Inc.      **PHONE NUMBER:** (254) 290-1042

**CURRENT ADDRESS:** 2110 Southport Dr., Killen TX 76542

**ADDRESS OF PROPERTY OWNED:** 3954 Chaparral Rd., Killen, TX 76542

**COMMENTS:** This property consists of 26 acres that is adjacent to and adjoining the proposed project for battery storage. I am in support of the project and zoning request. If you have any questions, you can call me at the number above or email me at scosper2@gmail.com

**SIGNATURE:** Rodney Scott Cosper, President D+SC Enterprises  
*Rodney Scott Cosper*      **REQUEST:** "A" to "B-2" w/ CUP      **SP0#** 223-11/2

RECEIVED

MAR 31 2023

PLANNING

P.O. Box 1329 Killen, Texas 76541 254.501-7648 Fax 254.501.7628  
 www.dsc.com

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**APRIL 3, 2023**  
**CASE #23-11**  
**“A” to “B-2” W/ CUP**

**HOLD** a public hearing and consider a request submitted by Westwood Professional Services, on behalf of McClean Commercial, LTD (**Case #Z23-11**) to rezone approximately 21.16 acres out of the William H. Cole Survey, Abstract No. 200, from “A” (Agricultural District) to “B-2” (Local Retail District) with a Conditional Use Permit (CUP) to allow a battery storage site as a permitted use. This property is locally addressed as 8390 Featherline Road, Killeen, Texas.

Ms. Larsen presented the staff report for this item. She stated that, if approved, the applicant intends to develop a battery storage site on the property. The intent of the proposed battery storage facility is to establish better power reliability for customers during times of power instability by preventing brown and blackout events and providing power stability to the grid.

Ms. Larsen stated that the request is consistent with the Big Ideas of the 2022 Comprehensive Plan. The battery storage system will support Oncor’s ability to meet electricity demand, while also stabilizing the overall grid via energy regulation. She also stated that the applicant intends to provide a landscaped screening buffer along the north and west boundary of the proposed development. Staff recommends approval of the applicant’s CUP request.

Mr. Dan Ditto was present to represent the request.

Chairman Minor asked if they are asking for a tax abatement. Mr. Ditto said they are early in the development, but they believe that will be a conversation for a later date.

Commissioner Ploeckelmann asked if there will be any Federal subsidies for this project. Mr. Ditto stated that he did not have that information. He also stated that the request at this time is just to rezone the property.

Commissioner Ploeckelmann asked what the safety record for these battery storage sites is. Mr. Ditto stated that the battery storage containers are highly regulated. If a fire occurs, the units should remain shut, and the fire will burn itself out.

Commissioner Ploeckelmann asked if any specialized equipment that our Fire Department may not currently have would be necessary to put out such a fire. Mr. Ditto stated that no specialized equipment would be necessary because the fire would be able to burn out on its own if containers remained shut.

Commissioner Jones asked the applicant to clarify the amount of energy the battery units would be able to supply. Mr. Ditto stated that the facility would be able to provide electricity to 100,000 customers for two hours. He further clarified that the battery site is not meant to supply power to all residences in Killeen at any one time.

Commissioner O'Brien asked if they intend to build more than one of these battery storage sites in the same area. Mr. Ditto stated that there is not a plan to build another battery storage site in Killeen.

Vice Chair Gukeisen stated that the battery storage site is meant to support the regional grid, so if there is a strain on the grid in a nearby city, the power would be directed to support it.

Commissioner Wilson asked who would get priority in case of a strain on the grid. Mr. Ditto stated that the system would give support instantaneously to wherever the nearest strain is located.

Chairman Minor asked if Black Mountain Energy Storage would be willing to provide training to the Fire Department, if needed. Mr. Ditto said that has been considered, and they are open to discussing the training needs of the Fire Department.

Chairman Minor opened the public hearing at 6:02 p.m.

Ms. Michele Mazzaferro stated that she is in support of the request but had questions for the applicant about whether a similar project has been done at other communities, how it would affect the property value of the surrounding residences, and if it is safe to have battery storage sites so close to residential neighborhoods.

Mr. Ditto stated that a substation is already located on the property, so the proposed facility should not affect property values. He also stated that the safety of the surrounding residences would not be affected.

With no one else wishing to speak, the public hearing was closed at 6:06 p.m.

Commissioner Jones moved to recommend disapproval of the applicant's request. The motion died for lack of a second.

Commissioner Ploeckelmann moved to approve the request as presented. Commissioner Wilson seconded.

Vice Chair Gukeisen moved to amend the motion to include a condition that the applicant provide training to the Fire Department, as needed. Commissioner Jones seconded, and the amendment passed by a vote of 7 to 0.

Commissioner Jones asked if the training would be one-time, or if the training would be required on an ongoing basis.

Vice Chair Gukeisen withdrew his motion to amend the recommendation to include training.

Vice Chair Gukeisen moved to amend the motion to include training in accordance with the needs of the Killeen Fire Department. Commissioner Jones seconded, and the motion to amend passed by a vote 7 to 0.

The motion to approve the applicant's request with the condition that the applicant provide training in accordance with the needs of the Killeen Fire Department passed by a vote 6 to 1 with Commissioner Jones in opposition.

Commissioner Jones stated that he believes the proposed development is a waste of money because it does not provide enough electricity to accommodate Killeen.

## CONSIDERATIONS

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

### A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

### B. Conditional Use Permit (if applicable)

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

### C. Conditions to Consider

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



**City of Killeen**  
Development Services | Planning

APRIL 1, 2026

**MCCLEAN COMMERCIAL, LTD.**  
**PO BOX 10759**  
**KILLEEN, TX 76547**

*SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO.7007-0710-0002-6031-7704*

**Re: Notice of Termination of Conditional Use Permit**

Dear McClean Commercial, Ltd.

This letter is to formally notify you that the Conditional Use Permit (CUP) associated with the following property has been terminated:

8390 Featherline Road, Killeen, Tx 76541

According to Section 31-456(e)(1)(A) of the Code of Ordinances for the City of Killeen, a CUP becomes void when “the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period.”

Section 31-456(e)(2) authorizes the Planning and Development Director to determine whether such an event of termination has occurred. Staff has reviewed and verified that the permitted use authorized by the CUP has not been exercised for over one year. Therefore, the CUP for this property has been terminated effective thirty days from receipt of this notice. A written report outlining the facts and basis for this determination will be forwarded to the City Council.

**Right to Appeal**

In accordance with Section 31-456(e)(3), you have the right to appeal this determination to the City Council. To do so, you must file a written request for appeal with the Development Services Department, Planning Division, within thirty (30) days of receipt of this notice. Upon receipt of a timely appeal, the matter will be scheduled for the next available City Council meeting.

Sincerely,

*Brian L. Chandler*

Wallis Meshier  
Executive Director of Development Services  
City of Killeen



# CONDITIONAL USE PERMIT TERMINATIONS

RS-26-069

May 5, 2026

# Background

- Killeen Code of Ordinances Sec. 31-456(e)(1)(A) states that a Conditional Use Permit is terminated if: “the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit, or the permitted use ceases for any one (1) year period.”

# Background

- Sec. 31-456(e)(2) states: “Whenever the Planning and Development Director makes a formal determination as to whether an event of termination has occurred, he/she shall promptly make and forward a written report to the City Council describing the facts surrounding such determination and the reasons for such determination.”

# Background

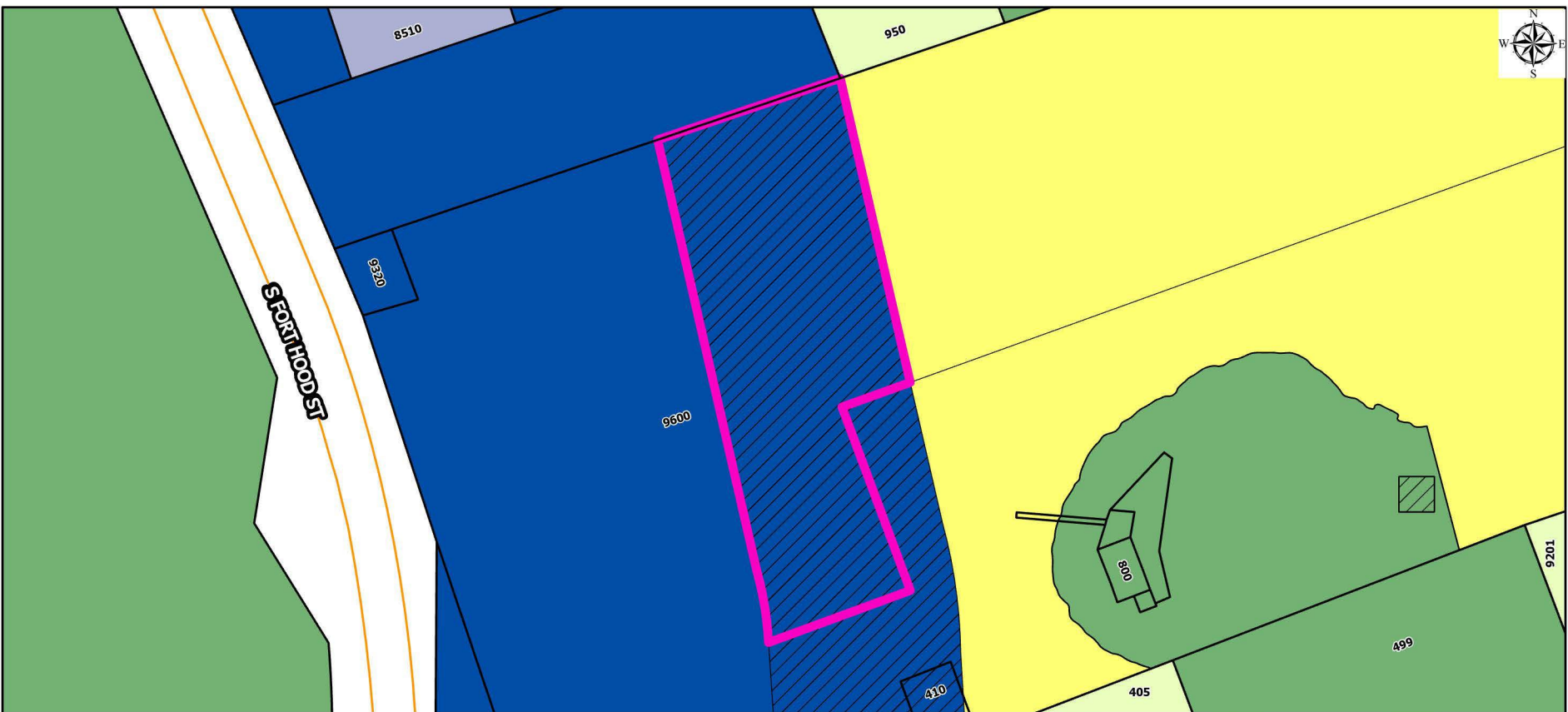
- Staff has identified four (4) Conditional Use Permits (CUPs) that have not been put to the permitted use and are therefore expired.

Address	Owner	Ordinance	Permitted Use	Status
9600 S. Ft. Hood St.	BTM Holding, LLC	17-047	Single-Family in “UD”	Void per Sec. 31-456(A)
410 Tower Hill Ln.	Garland Lee Kelley, Jr.	18-027	Single-Family in “UD”	Void per Sec. 31-456(A)
Chaparral Rd.	D & CS Enterprises, Inc.	22-022	Retail store ≤10,650 sq. ft. in “NBD”	Void per Sec. 31-456(A)
8390 Featherline Rd.	McLean Commercial, Ltd.	23-039	Battery storage site in “B-2”	Void per Sec. 31-456(A)

# Background

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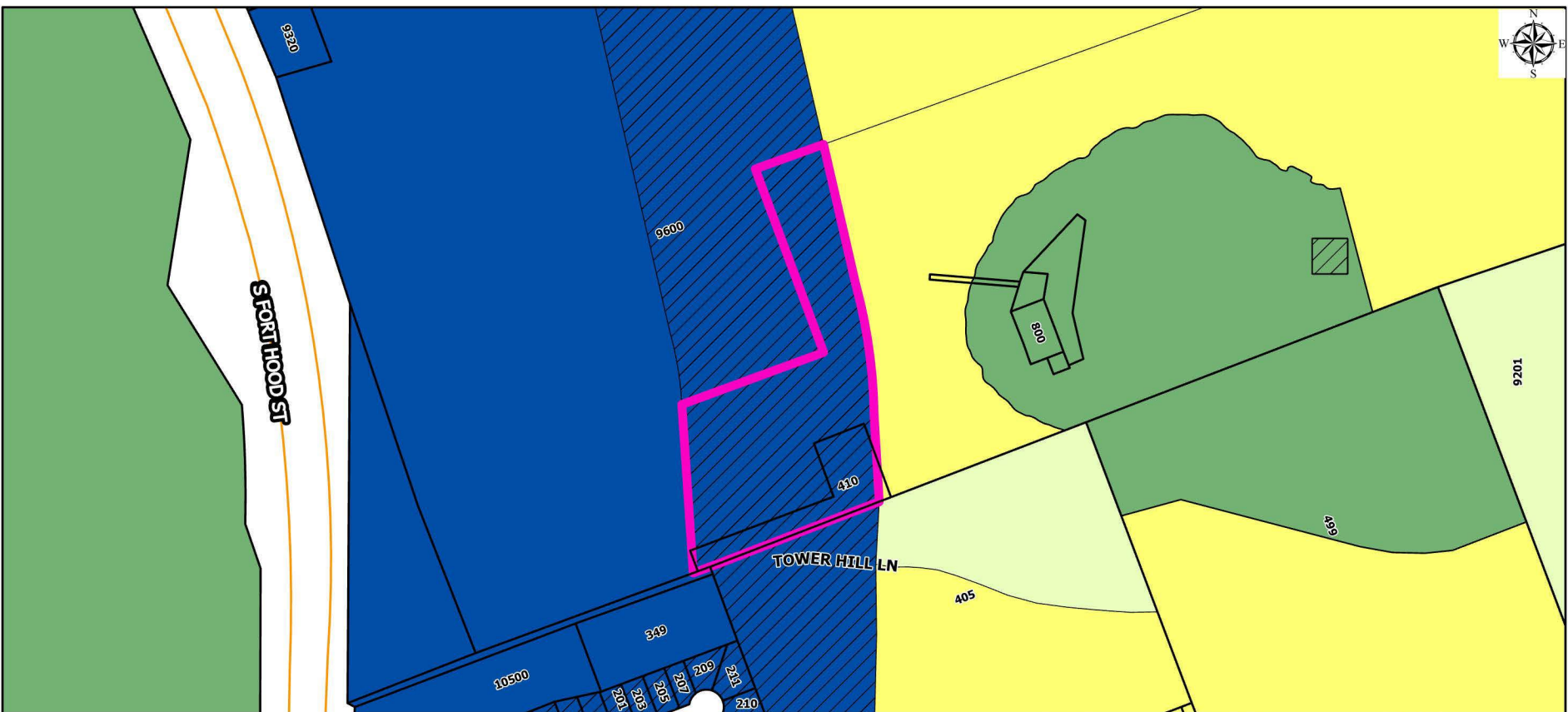
- Each of these properties remains undeveloped, and the Conditional Use Permits have not been implemented.
- Upon termination of the CUPs, the properties will revert to the underlying zoning of the property.



Council District: 3  
 0 200 400  
 Feet

## Ordinance #17-047


Subject Property Legal Description: A0963BC M T MARTIN, 4, 12, ACRES 16.34



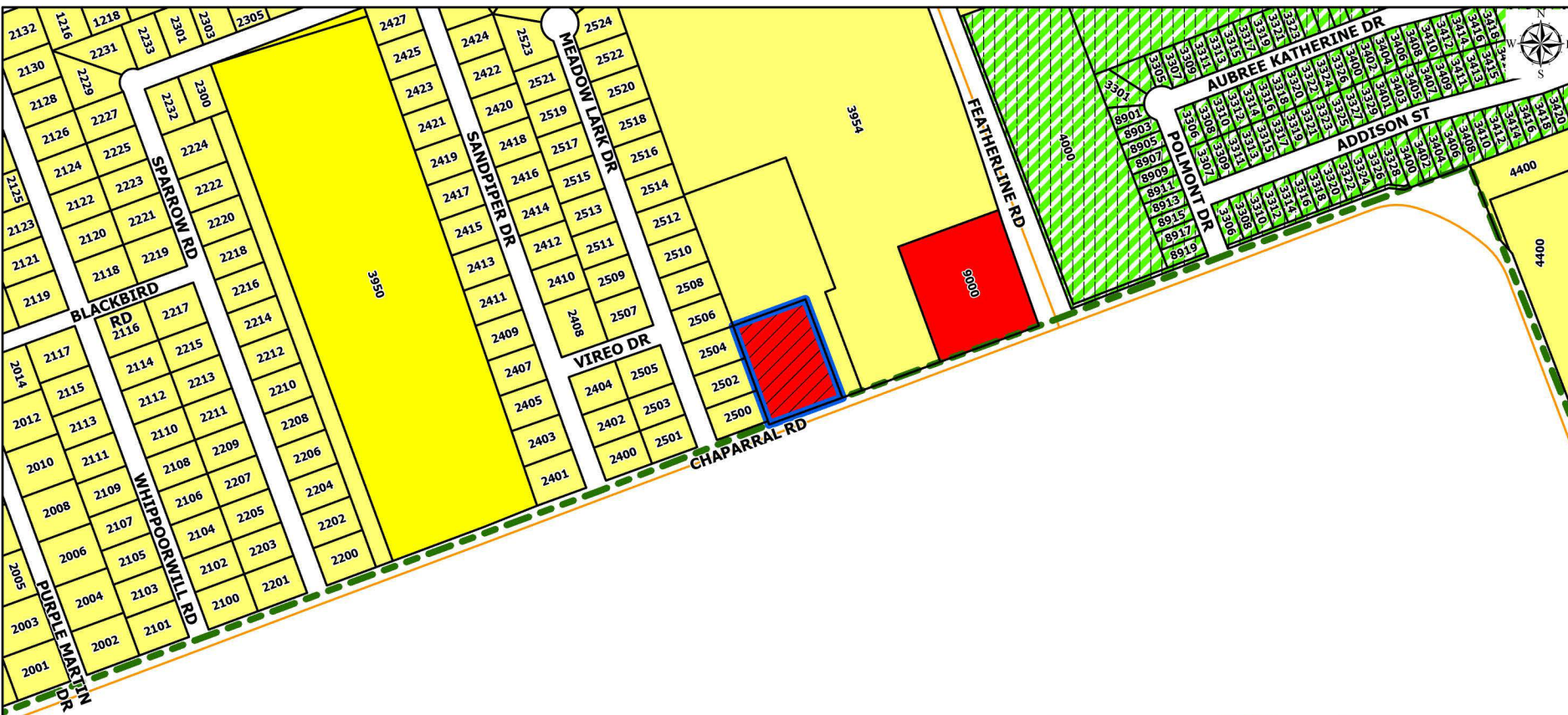
Council District: 3  
 0 200 400  
 Feet

# Ordinance #18-027

Subject Property Legal Description: A0963BC M T MARTIN, 4, 12, ACRES 8.25

Legend

	AG W/CUP		UD W/CUP		City Limit
	A		R-1		
	A-R1		UD		
	Ordinance #18-027 UD W/CUP				

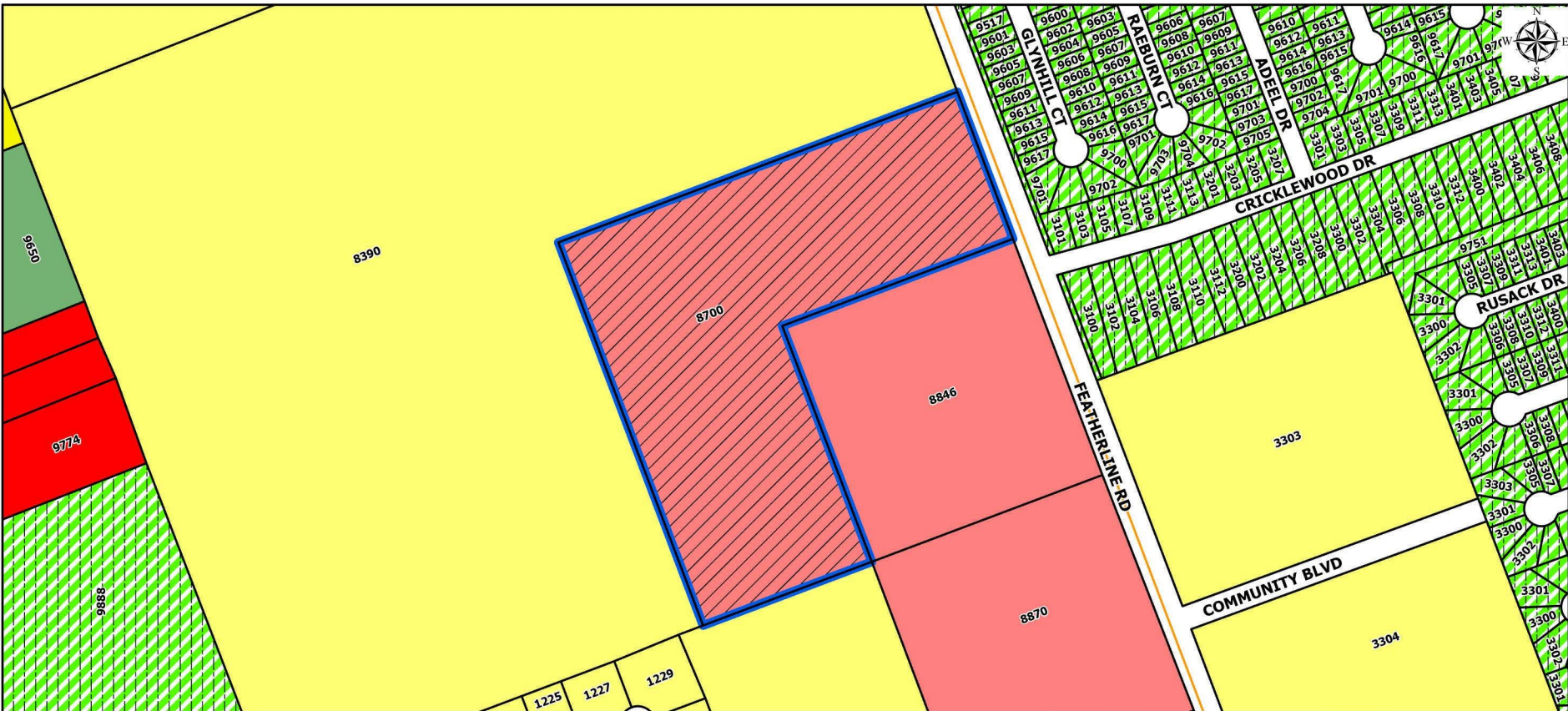


Council District: 3  
 0 200 400  
 Feet

# Ordinance #22-022

Subject Property Legal Description: A0200BC W H COLE, 1, ACRES 1.516

- Legend
- B-3
  - PUD
  - R-3
  - R-1
  - City Limit
  - Ordinance #22-022 B-3 W/CUP



Council District: 3



Subject Property Legal Description: GOLDENEYE ADDITION, BLOCK 00, LOT TRACT A, ACRES 21.160

# Ordinance #23-039

	A		B-2 W/CUP		SR-1
	B-2		PUD		City Limit
	B-3		R-1		
					Ordinance #23-039 B-2 W/CUP

# Background

---

- Notice was sent to all property owners in accordance with Sec. 31-456(e)(2) on April 1, 2026.

# Recommendation

- Staff recommends that City Council approve a memorandum/resolution approving staff's determination that the Conditional Use Permits (CUP's) for the subject properties are terminated.



# City of Killeen

## Staff Report

File Number: RS-26-070

---

Consider a memorandum/resolution amending the Fiscal Year 2026 agreement with the Killeen Economic Development Corporation to provide economic development services, in the amount of \$215,000.00.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Wallis Meshier, Executive Director of Development Services

**SUBJECT:** Amendment to the Killeen Economic Development Corporation Agreement

### **BACKGROUND AND FINDINGS:**

The City of Killeen entered into an agreement with the Killeen Economic Development Corporation (KEDC) on November 30, 1990, to provide economic development services. Since that time, the City has maintained this partnership through ongoing collaboration and annual appropriations to support KEDC's efforts.

On December 10, 2024, the Killeen City Council approved a two-year agreement for Fiscal Year (FY) 2025 and FY 2026, with an annual appropriation of \$885,000.00 per FY.

On April 21, 2026, the Killeen City Council approved an increase to the FY 2026 appropriation in the amount of \$215,000.00. This adjustment brings the total FY 2026 appropriation to \$1,100,000.00.

This continued investment supports the City's long-standing commitment to economic development and partnership with KEDC.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

The item will increase the expenditure by \$215,000.00 in FY 2026, for a total \$1,100,000.00.

**Is this a one-time or recurring revenue/expenditure?**

This increase of \$215,000.00 is one-time.

**Is this revenue/expenditure budgeted?**

Yes

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

Yes, sufficient funds are budgeted in General Fund account number 100-55116-700-705-000000.

**RECOMMENDATION:**

Staff recommends that the Killeen City Council approve the contract amendment with KEDC in the amount of \$885,000.00 and authorize the City Manager, or designee, to execute same.

**DEPARTMENTAL CLEARANCES:**

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Amendment

Agreement

Amended Budget

Presentation

STATE OF TEXAS           §  
  §  
COUNTY OF BELL         §

**AMENDMENT NUMBER ONE TO THE LETTER OF AGREEMENT  
BETWEEN THE CITY OF KILLEEN, TEXAS AND  
KILLEEN ECONOMIC DEVELOPMENT CORPORATION**

This Amendment is entered into by and between the City of Killeen, Texas, a home-rule municipal corporation (“City”) and the Killeen Economic Development Corporation (“KEDC”), a non-profit corporation; collectively the “Parties”.

**RECITALS**

**WHEREAS**, pursuant to Resolution No. 24-223R, the City of Killeen City Council (“City Council”) authorized an agreement with KEDC (“Agreement”) for the funding of KEDC for fiscal year (“FY”) 2025 and FY 2026 (which is attached hereto and incorporated herein as Exhibit A);

**WHEREAS**, the Agreement authorized the City to grant funds to the KEDC in the amount of \$885,000.00 for FY 2025 and FY 2026;

**WHEREAS**, on Apr 21, 2026, the City Council increased the funds appropriated to KEDC for FY 2026 as part of its annual budget; and

**WHEREAS**, the Parties desire to amend the Agreement to authorize the disbursement of the increased fund amount.

**AGREEMENTS**

**NOW THEREFORE**, the Parties agree that the terms and conditions of the Agreement shall remain in full force and effect, with the exception of the changes made and incorporated herein.

1.-12. No Change

13. **Funding.** For those considerations described above, the City agrees to pay KEDC four (4) quarterly payments for a total amount not to exceed Eight Hundred Eighty-Five Thousand Dollars (\$885,000.00) for the Initial Term. Unless the Agreement is terminated in accordance with Paragraph 16, the City agrees to pay KEDC four (4) quarterly payments not to exceed Eight Hundred Eighty-Five Thousand Dollars (\$885,000.00) for the Additional Term. Further, the City agrees to pay KEDC an additional amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000.00) during the Additional Term in connection with the remaining quarterly payments in FY 2026 already contemplated by this Agreement.

14.-16. No change

[signature page follows]

EXECUTED to be EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF KILLEEN

KILLEEN ECONOMIC DEVELOPMENT CORP.

\_\_\_\_\_  
Kent Cagle  
City Manager

\_\_\_\_\_  
Tyler Robert  
President

ATTEST:

\_\_\_\_\_  
Laura Calcote  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Holli Clements  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF BELL         §

**LETTER OF AGREEMENT BETWEEN  
THE CITY OF KILLEEN, TEXAS AND  
KILLEEN ECONOMIC DEVELOPMENT CORPORATION**

**THIS LETTER OF AGREEMENT**, regarding the funding of KEDC (“Agreement”), is entered into by and between the City of Killeen, Texas, a home-rule municipal corporation (“City”), and Killeen Economic Development Corporation (“KEDC”), a non-profit corporation, collectively the “Parties”.

**RECITALS**

**WHEREAS**, the City wishes to promote the economic development of the City of Killeen by attracting new businesses and expanding existing businesses within the City; and

**WHEREAS**, the existence, development, and expansion of business, commerce, and industry are essential to the economic growth of the City and to the full employment, welfare, and prosperity of its citizens; and

**WHEREAS**, by Resolution No. 90-65, passed and approved on August 14, 1990, the City of Killeen City Council (“City Council”), authorized and approved the creation of KEDC; and

**WHEREAS**, KEDC has expressed its specific intent to use all funds which come into its control to promote and encourage the economic development of the City;

**WHEREAS**, the actions authorized in this agreement will further that objective and ensure aggressive and positive economic development activity in the City; and

**WHEREAS**, this Agreement is authorized by Texas Local Government Code Section 501.007(b).

**AGREEMENTS**

**NOW THEREFORE**, in consideration of the promises and covenants herein contained, the Parties agree as follows:

1.     **Formation.** City does hereby employ, engage, and hire KEDC to promote the economic development of the City and to render the services herein contained, and KEDC does hereby agree to accept such hiring, engagement, and employment and to discharge such duties in accordance with the terms and conditions herein set forth.

2.     **Independent Contractor.** The Parties agree and understand that KEDC is hired and engaged as an independent contractor and is not an officer, agent, or employee of the City. KEDC shall select and employ such persons as it may deem necessary to fulfill its obligations and responsibilities under this Agreement. Said persons shall be at all times employees of KEDC and

shall not be officers, agents, or employees of the City. The power to hire, manage, supervise, direct, and discharge such employees shall be vested solely and exclusively with KEDC. The City shall not manage, direct, supervise, or discharge said persons or direct them in the performance of their duties for KEDC under this Agreement.

3. **Indemnification.** KEDC agrees to indemnify, save harmless, and defend the City of Killeen from any and all claims, causes of action, and damages of every kind arising from the operations of KEDC, its officers, agents, and employees, carried out in furtherance of this Agreement. KEDC shall carry or cause to be carried public liability and bodily injury insurance on all automobiles used in the operations embraced by this Agreement in the amount of two hundred fifty thousand dollars (\$250,000) for each person and five hundred thousand dollars (\$500,000) for each occurrence, and property damage liability insurance in the amount of one hundred thousand dollars (\$100,000) for each occurrence, or a combined single limit of six hundred thousand dollars (\$600,000), with the cost of said insurance policies to be an expense of KEDC for which funding shall be provided by the City pursuant to paragraph 5 below.

Said policies of insurance must be approved by the City and must be written by companies acceptable to the City. Said insurance policies shall name the City of Killeen as an additional insured. Said policies, or duplicate originals thereof, must be filed with the City Secretary or her designated representative before any operations contemplated by this agreement are begun.

4. **Operation.** KEDC shall encourage and further the economic development of the City of Killeen. KEDC shall perform, among others, the following functions:

- a. Encourage and promote the economic development of the City of Killeen;
- b. Recommend to the City projects and programs to encourage and further the economic development of the City of Killeen; and
- c. Appoint annually a Board of Directors whose members and composition shall be determined by KEDC.

5. **Permitted Use of Funds.** It is expressly understood and agreed to by the Parties that all funds received from the City that are paid to KEDC shall be used solely for the purposes of encouraging and promoting the economic development of the City of Killeen, by way of performing those acts and conducting those activities authorized by Chapters 501 and 504 of the Texas Local Government Code as that statute provides at the time of execution of this agreement and as said statute or any amendment or successor statute thereto shall hereafter provide.

The funds may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs of KEDC, only if said administrative costs are incurred directly in the promotion of economic development for the City. However, funds may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of economic development or to the performance of the person's job in an efficient and professional manner.

Notwithstanding the provision above, it is specifically understood between the Parties that KEDC shall have the authority to commit and spend funds received from the City for the following

types of projects without the necessity of securing the prior approval of the City Council, provided that expenditures contribute directly to the creation of new jobs or retention of existing jobs in the City of Killeen:

- a. Improvement of infrastructure, such as streets, roads, drainage structures, utility and sewer lines and connections, bridges, and other construction projects.
- b. Extensions of existing roads.
- c. Business, industrial, or commercial expansion grants.
- d. Any amounts of money required to be committed for securing State or Federal matching grant funds for economic development.
- e. Construction of buildings and structures to attract business, commerce, and industry.
- f. Purchase or acquisition of other interests in land for present or future business, commercial or industrial expansion.
- g. Professional services, such as architectural, engineering, economic, or other studies, whether contracted for by KEDC itself or on behalf of businesses or industries which are potential employers in the City of Killeen, and legal services necessitated by any of the items or activities listed in this Paragraph 5.
- h. Professional services and/or expenses associated with the creation and/or retention of military and/or civilian jobs.
- i. Insurance to secure KEDC's interest in any such projects, as well as liability insurance for the officers, directors, and executive director of KEDC against claims of damage based on the actions of said persons in furtherance of their positions and duties regarding KEDC as authorized under Section 8.01(K) of the KEDC Bylaws.
- j. Any and all requirements, whether by law or contract, for the posting of any bond.

6. **Prohibited Use of Funds.** KEDC may not use more than 10% of the funds received by the City, as outlined in Paragraph 14, for promotional purposes. Additionally, no funds received from the City may be used for:

- a. Any political activity or advertising, including, but not limited to, activities or advertising to (i) further the election, for the support or defeat of any candidate for public office, or (ii) any activity undertaken to advocate passage or defeat of a measure.
- b. A project the primary purpose of which is to provide:
  - i. A transportation facility,
  - ii. A sewage facility,
  - iii. A solid waste disposal facility,
  - iv. A facility for furnishing water to the general public, or
  - v. A water or air pollution control facility.

7. **City Council Approval Required.** As to acts or activities not specifically listed in Paragraph 5 above, prior to any such expenditure or commitment, KEDC must obtain approval by the City Council for any such acts or activities that KEDC may undertake that are consistent with its Articles of Incorporation, its Bylaws, and applicable statutes that call or require the expenditure or commitment of funds transferred by the City to KEDC.

8. **Standards of Performance.** The standards for measuring KEDC's fulfillment of its obligations and responsibilities under this agreement based on the following criteria:

- a. Location of new business enterprises, commerce, and industries in the City of Killeen;
- b. Accurate and timely flow of information to the City Council;
- c. Operating within accordance of the City of Killeen's Economic Development Policy;
- d. Operating the economic, business, commercial and industrial development function within the scope of the budget, work program and standards of performance;
- e. Coordination of various community groups involved with economic, business, commercial and industrial development effort;
- f. Citizen satisfaction with the economic, business, commercial and industrial development effort;
- g. Stable relations with the City Council, citizen groups, economic development allies and business, commercial and industrial prospects; and
- h. Such other standards as may from time to time be established by mutual agreement of the Parties.

9. **Financial Records.** KEDC shall maintain complete and accurate financial records of each expenditure made by KEDC and on request of the City Council, the City Manager, or other person, shall make the records available for inspection and review by the City Council or other person. The City Council may, upon reasonable notice, audit all books and records of KEDC pertaining to the funding.

10. **Reporting.** KEDC shall provide a quarterly detailed report to the City Council on the amount and nature of all expenditures or commitments made of funds received from the City and KEDC's progress and plans in promoting the economic development of the City of Killeen. At least fifteen (15) days prior to reporting to the City Council, KEDC shall provide a copy of the detailed report to the Executive Director of Development Services.

11. **Audit.** KEDC, at its sole expense, shall cause to be performed an annual audit for the previous fiscal year performed by an independent third-party. KEDC shall then provide a copy of the audit report to the Executive Director of Finance, or designee, no later than one hundred fifty (150) calendar days after the end of the fiscal year.

12. **Confidentiality.** It is specifically agreed and understood between the Parties that in KEDC's negotiations and discussions with potential employers in the City of Killeen that require confidentiality in the identity of the potential employer and the nature of the matters under

negotiation. It is agreed and understood between the Parties that, to the extent consistent with the Texas Open Meetings Act and the Texas Open Records Act (V.T.C.A., Government Code, Chapters 551 and 552, respectively), and any other applicable statute or regulation, KEDC may freely conduct such confidential discussions or negotiations without prior or subsequent notice to the City Council, unless and until some public action by KEDC or the City is required, or unless and until the release of such information to the City Council is approved by the potential employer.

13. **Term.** This Agreement shall become effective on October 1, 2024 (“Effective Date”) and shall terminate on September 30, 2025 (“Initial Term”). Unless terminated in accordance with Paragraph 16, this Agreement shall automatically renew, for one subsequent one-year (1) term beginning October 1, 2025 and terminate on September 30, 2026 (“Additional Term”).

14. **Funding.** For those considerations described above, the City agrees to pay KEDC four (4) quarterly payments for a total amount not to exceed Eight Hundred Eighty-Five Thousand Dollars (\$885,000.00) for the Initial Term. Unless the Agreement is terminated in accordance with Paragraph 16, the City agrees to pay KEDC four (4) additional quarterly payments for a total amount not to exceed Eight Hundred Eighty-Five Thousand Dollars (\$885,000.00) during the Additional Term.

15. **Annual Budget.** In accordance with the City of Killeen Economic Development Policy, KEDC shall provide the Executive Director of Finance, or designee, with an annual budget detailing its anticipated expenditures for the fiscal year prior to receiving any funds. The budget for FY 2025 is attached hereto as Exhibit A. KEDC shall provide the City with the detailed budget for FY 2026 no later than June 1, 2025.

16. **Termination.** The Parties acknowledge that the Additional Term is subject to additional funding approval by the City Council. If the City Council does not approve said funding, the Agreement shall terminate automatically at the expiration of the Initial Term. It is further understood and agreed that either party may terminate this Agreement by giving to the other party written notice at least thirty (30) days in advance of the first day of a calendar quarterly period, and such termination shall become effective at the end of the calendar quarterly period following such notice.

Upon termination of this agreement, KEDC shall deliver to the City any and all remaining City funds appropriated for KEDC that it may have and all removable property that may have been purchased with said funds.

*(signature page follows)*

SIGNED and AGREED to this 31 day of October, 2024.

CITY OF KILLEEN

KILLEEN ECONOMIC DEVELOPMENT CORP.

\_\_\_\_\_  
Kent Cagle                    hcc  
City Manager

  
\_\_\_\_\_  
Scott Connell  
President

ATTEST:

\_\_\_\_\_  
Laura Calcote  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Holli Clements  
City Attorney

Accounts	Budget totals FY October 2023-Sept2024	Budget totals FY October 2024-Sept2025	Service Category
<b>Income</b>			
City of Killeen Funding	\$865,000.00	\$885,000.00	
Gain on Sale of Assets			
Interest Income	\$240,000.00	\$150,000.00	
Rent			
4501 Roy J. Smith		\$29,169.00	
703A Swanner Loop	\$175,924.08	\$175,924.08	
703B Swanner Loop	\$169,351.80	\$169,351.80	
Tenant Reimbursements			
Tenant Insurance	\$8,000.00	\$5,000.00	
<b>Total Income</b>	<b>\$1,458,275.88</b>	<b>\$1,414,444.88</b>	
<b>Expense</b>			
Advertising & marketing			
Tenant/Owner Relations			
Contracted Expenses			
HOTDA Contract	\$109,000.00	\$115,540.00	H
SCASD Grant	\$200,000.00	\$200,000.00	D
TAMUCT - Scholarship Fund	\$100,000.00	\$100,000.00	
WCID1 Water Study	\$150,000.00		G
Economic Impact Analysis	\$5,000.00	\$5,000.00	G
Gulf Coast Strategic	\$10,000.00	\$10,000.00	
Incentives			
Dongjin			
MPCA - 2022			
Triple Impact	\$22,500.00		
Insurance			
Directors & officers insurance	\$2,500.00	\$2,500.00	I
Liability insurance			
Property insurance	\$60,000.00	\$90,000.00	I
Interest Paid			
Legal and accounting	\$33,000.00	\$33,000.00	G
Occupancy			
Utilities	\$13,000.00	\$13,000.00	
Professional fees			
Brokerage Fees	\$10,000.00	\$10,000.00	G
Building/Space Marketing	\$3,000.00	\$3,000.00	G
Econ Dev Services (Chamber Contract)	\$566,200.00	\$636,200.00	H
Inspections, Permits and Fees	\$500.00	\$500.00	E
Properties Database	\$4,500.00	\$4,500.00	G

Surveyors/Engineers	\$25,000.00	\$25,000.00	G
Website	\$2,000.00	\$2,000.00	H
Purchases			
Repairs & maintenance			
Building Maintenance			
Building Repair Accrual Expense	\$10,358.27	\$10,358.27	
Building Repairs	\$50,000.00	\$50,000.00	
Business Park Maintenance	\$47,000.00	\$47,000.00	
<b>Total Expense</b>	<b>\$1,423,558.27</b>	<b>\$1,357,598.27</b>	
Other Income			
Gain on Sale of Land	\$249,000.00		
Total Other Income	\$249,000.00	\$0.00	
Other Expense			
Amortization expenses			
Ask My Accountant			
Reconciliation Discrepancies			
Total Other Expense	\$0.00	\$0.00	
<b>Total Net Income</b>	<b>\$583,717.61</b>	<b>\$77,046.61</b>	

**Service Categories per KEDC-City Contract**

- A. Improvements of infrastructure such as streets, roads, drainage structures, utility and sewer lines and connections, bridges and other construction projects.
- B. Extensions of Existing Roads
- C. Business, Industrial or Commercial Grants
- D. Any amounts of money required to be committed for securing State or Federal matching grant funds for economic development.
- E. Construction of buildings and structures to attract business, commerce, and industry.
- F. Purchase or acquisition of other interests in land for present or future business, commercial or industrial expansion.
- G. Professional services, such as architectural, engineering, economic, or other studies, whether contracted for by KEDC itself or on behalf of businesses or industries which are potential employers in the City of Killeen, and legal services necessitated by any of the items or activities listed in this Paragraph 5.
- H. Professional services and/or expenses associated with the creation and/or retention of military and/or civilian jobs.
- I. Insurance to secure KEDC's interest in any such projects, as well as liability insurances for the officers, directors, and executive director of KEDC against claims of damage based on the actions of said persons in furtherance of their positions and duties regarding KEDC as authorized under Section 8.01(K) of the KEDC Bylaws.
- J. Any and all requirements, whether by law or contract, for the posting of any bond.

		24-25 Budget	25-26 Budget	25-26 Amendment	Y-O-Y Variance	Service Category
<b>Revenue</b>						
1.1	City of Killeen Funding	\$ 885,000.00	\$ 885,000.00	\$ 1,100,000.00	0.00%	
1.2	Interest Income	\$ 150,000.00	\$ 250,000.00	\$ 120,000.00	66.67%	
1.3	Rent					
1.31	4501 Roy J. Smith	29,169.00	225,600.00	260,000.00	673.42%	
1.32	703A Swanner Loop	175,924.08	192,923.00	192,923.00	9.66%	
1.33	703B Swanner Loop	169,351.80	111,900.00	111,900.00	-33.92%	
	<b>Total Rent</b>	<b>\$ 374,444.88</b>	<b>\$ 530,423.00</b>	<b>\$ 564,823.00</b>	<b>41.66%</b>	
1.4	Tenant Reimbursements					
1.41	Tenant Utilities/Insurance	5,000.00	90,000.00	118,000.00	1700.00%	
1.42	Building Repairs			10,000.00		
	<b>Total Tenant Reimbursements</b>	<b>\$ 5,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 128,000.00</b>	<b>1700.00%</b>	
1.5	KIF Loan					
1.6	Land Sales			88,302.00		
	<b>Total Revenue</b>	<b>\$ 1,414,444.88</b>	<b>\$ 1,755,423.00</b>	<b>\$ 2,001,125.00</b>	<b>24.11%</b>	
	<b>Gross Profit</b>	<b>\$ 1,414,444.88</b>	<b>\$ 1,755,423.00</b>	<b>\$ 2,001,125.00</b>	<b>24.11%</b>	
<b>Expenditures</b>						
2.1	Contracted Expenses					
2.11	Gulf Coast Strategic	10,000.00	10,000.00	10,000.00	0.00%	G
2.12	HOTDA Contract	115,540.00	115,540.00	115,540.00	0.00%	H
2.13	SCASD Grant	200,000.00	200,000.00	200,000.00	0.00%	D
2.14	TAMUCT - Scholarship Fund	100,000.00	-		-100.00%	
	<b>Total Contracted Expenses</b>	<b>\$ 415,540.00</b>	<b>\$ 325,540.00</b>	<b>\$ 325,540.00</b>	<b>-21.66%</b>	
2.2	Insurance					
2.21	Directors & officers insurance	2,500.00	2,500.00	2,500.00	0.00%	I
2.22	Property insurance	90,000.00	100,000.00	150,000.00	11.11%	I
	<b>Total Insurance</b>	<b>\$ 92,500.00</b>	<b>\$ 102,500.00</b>	<b>\$ 152,500.00</b>	<b>10.81%</b>	
2.3	Occupancy					
2.31	Utilities	13,000.00	220,000.00	200,000.00	1592.31%	
	<b>Total Occupancy</b>	<b>\$ 13,000.00</b>	<b>\$ 220,000.00</b>	<b>\$ 200,000.00</b>	<b>1592.31%</b>	
2.4	Economic Development Services	636,200.00				
2.41	Salaries & Benefits		300,000.00	300,000.00		G
2.42	Marketing		110,000.00	130,000.00		
2.43	Travel & Events		30,000.00	40,000.00		
	<b>Total Economic Development Services</b>	<b>\$ 636,200.00</b>	<b>\$ 440,000.00</b>	<b>\$ 470,000.00</b>	<b>-30.84%</b>	
2.5	Professional fees					
2.51	Economic Impact Analysis	5,000.00	6,000.00	6,000.00	20.00%	G
2.52	Legal and accounting	33,000.00	33,000.00	33,000.00	0.00%	G
2.53	Brokerage Fees	10,000.00	10,000.00	10,000.00	0.00%	G
2.54	Building/Space Marketing	3,000.00	6,000.00	58,000.00	100.00%	G
2.55	Inspections, Permits and Fees	500.00	500.00	500.00	0.00%	E
2.56	Properties Database	4,500.00	8,000.00	8,000.00	77.78%	G
2.57	Surveyors/Engineers	25,000.00	25,000.00	25,000.00	0.00%	G
2.58	Website	2,000.00	24,000.00	37,000.00	1100.00%	
	<b>Total Professional fees</b>	<b>\$ 83,000.00</b>	<b>\$ 112,500.00</b>	<b>\$ 177,500.00</b>	<b>35.54%</b>	
2.6	Repairs & Maintenance					
2.61	Building Repair Accrual Expense	10,358.27	20,272.00	20,272.00	95.71%	
2.62	Building Repairs	50,000.00	60,000.00	80,000.00	20.00%	
2.63	Business Park Maintenance	47,000.00	60,000.00	60,000.00	27.66%	E
2.64	Land Improvements		-	100,000.00		G
	<b>Total Repairs &amp; Maintenance</b>	<b>\$ 107,358.27</b>	<b>\$ 140,272.00</b>	<b>\$ 260,272.00</b>	<b>30.66%</b>	
2.7	Administration					
2.71	Admin Reimbursement		125,000.00	125,000.00		
2.72	Marketing Services		60,000.00	60,000.00		G
2.73	Financial Services		80,000.00	80,000.00		G
	<b>Total Administration</b>		<b>265,000.00</b>	<b>265,000.00</b>		
2.8	Accrued Interest			69,420.00		F
	<b>Total Operation Expenditures</b>	<b>\$ 1,347,598.27</b>	<b>\$ 1,605,812.00</b>	<b>\$ 1,920,232.00</b>		
	<b>Net Operating Revenue</b>	<b>\$ 66,846.61</b>	<b>\$ 149,611.00</b>	<b>\$ 80,893.00</b>	<b>123.81%</b>	
3.1	Incentives					
3.11	Southern Root		200,000.00	200,000.00		C
3.12	Killeen Urgent Care		25,000.00	25,000.00		C
	<b>Total Incentives</b>		<b>225,000.00</b>	<b>225,000.00</b>		
	<b>Total Uses (Excluding Capital Financing)</b>	<b>\$ 1,337,398.27</b>	<b>\$ 1,830,812.00</b>	<b>\$ 2,145,232.00</b>	<b>36.89%</b>	
	<b>Net Revenue</b>	<b>\$ 77,046.61</b>	<b>\$ (75,389.00)</b>	<b>\$ (144,107.00)</b>	<b>-197.85%</b>	
<b>Capital &amp; Financing Activity</b>						
4.1	Debt Service					
4.11	Wolf Park Principle		1,319,420.00	1,250,000.00		F
	<b>Total Debt Service</b>		<b>\$ 1,319,420.00</b>	<b>\$ 1,250,000.00</b>		
	<b>Beginning Reserves</b>		<b>4,240,225.00</b>	<b>4,240,225.00</b>		
	TexPool		3,920,775.00	3,920,775.00		
	FNBT		275,000.00	275,000.00		
	Vera Bank		44,450.00	44,450.00		
	<b>Net Revenue</b>		<b>(75,389.00)</b>	<b>(144,107.00)</b>		
	<b>Principle Paid</b>		<b>(1,319,420.00)</b>	<b>(1,250,000.00)</b>		
	<b>Ending Reserves</b>		<b>\$ 2,845,416.00</b>	<b>\$ 2,846,118.00</b>		

#### Service Categories per KEDC-City Contract

- Improvements of infrastructure such as streets, roads, drainage structures, utility and sewer lines and connections, bridges and other construction projects.
- Extensions of Existing Roads
- Business, Industrial or Commercial Grants
- Any amounts of money required to be committed for securing State or Federal matching grant funds for economic development.
- Construction of buildings and structures to attract business, commerce, and industry.
- Purchase or acquisition of other interests in land for present or future business, commercial or industrial expansion.
- Professional services, such as architectural, engineering, economic, or other studies, whether contracted for by KEDC itself or on behalf of businesses or industries which are potential employers in the City of Killeen, and legal services necessitated by any of the items or activities listed in this Paragraph 5.
- Professional services and/or expenses associated with the creation and/or retention of military and/or civilian jobs.
- Insurance to secure KEDC's interest in any such projects, as well as liability insurances for the officers, directors, and executive director of KEDC against claims of damage based on the actions of said persons in furtherance of their positions and duties regarding KEDC as authorized under Section 8.01(K) of the KEDC Bylaws.
- Any and all requirements, whether by law or contract, for the posting of any bond.



**KEDC CONTRACT  
AMENDMENT**

**RS-26-070**

**May 5, 2026**

# Background



- The City of Killeen entered into an agreement with the Killeen Economic Development Corporation (KEDC) on November 30, 1990, to provide economic development services.
- Since that time, the City has maintained this partnership through ongoing collaboration and annual appropriations to support KEDC's efforts.

# Background

- On December 10, 2024, the City Council approved a two-year agreement for FY2025 and FY2026, which included an annual appropriation of \$885,000.
- On April 21, 2026, the Killeen City Council approved an increase to the FY2026 appropriation in the amount of \$215,000. This adjustment brings the total FY2026 appropriation to \$1,100,000.

# Staff Recommendation

4

- Staff recommends approving the amended contract with KEDC to increase their FY26 appropriation to \$1,100,000.



# City of Killeen

## Staff Report

File Number: RS-26-071

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Consider a memorandum/resolution granting an electric utility easement to Bartlett Electric Cooperative, Inc., to provide power to the Highway 195 Ground Storage Tank.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Andrew Zagars, City Engineer

**SUBJECT:** Grant an electric utility easement to Bartlett Electric Cooperative, Inc. to provide power to the Highway 195 Ground Storage Tank

### **BACKGROUND AND FINDINGS:**

The 2025 Water and Wastewater Master Plan includes the construction of a 1.5 MG ground storage tank serving as an elevated storage tank due to its location on a hill near Highway 195 and Tower Hill Lane. With the design of this tank complete and a construction bid scheduled for this summer, an existing electric utility line needs to be realigned and installed underground prior to construction beginning on the ground storage tank. Bartlett Electrical Cooperative, Inc. (BEC) provides electrical power to the future tank site.

Prior to BEC realigning the existing electric utility line and installing it underground, BEC requires the city to grant a defined electric utility easement for the installation of this new electric line. BEC needs the electric line to be located within a defined easement so that they can perform maintenance and repairs to their electric service line.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies.

### **FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

N/A

**Is this a one-time or recurring revenue/expenditure?**

N/A

**Is this revenue/expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

N/A

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager, or designee, to execute and provide a utility easement to Bartlett Electric Cooperative, Inc. to provide power to the Highway 195 Ground Storage Tank.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Easement  
Presentation

**ELECTRIC UTILITY EASEMENT  
AND COVENANT OF ACCESS**

Map # 4444066 51C \_\_\_  
WO # 2024404 \_\_\_

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, of \_\_\_\_\_ County, Texas (hereinafter referred to as "Grantor," whether one or more), is the owner of record of the real property described in the attached Exhibit "A" and incorporated herein by this reference (the "Grantor's Property"), and for the provision of electric service or other good and valuable consideration received, the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address and physical address are 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths (the "Easement"), on, over, under, across, along and upon that portion of the Grantor's Property described and depicted in the attached Exhibit "B" and incorporated herein by this reference (hereinafter referred to as the "Easement Property").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Electric Utility Easement and Covenant of Access (this "Easement Agreement"), together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to access the Easement Property and provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement Property of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement Property or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction, including, but not limited to,

impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement Property that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement Property of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Easement Property as well as all damages, if any, to the Easement Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Easement Property clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of the Grantor's Property and has the right to execute this Easement Agreement. Grantor further warrants that there are no liens existing against the Grantor's Property other than the following liens: \_\_\_\_\_.

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon the Easement Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of the Easement Property by the Cooperative and not by removal of any or all of the Cooperative's facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

[The remainder of this page is left intentionally blank]

**ACKNOWLEDGMENT**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the person(s) named as Grantor(s) on the first page of this document.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ *[name]*, \_\_\_\_\_ *[title]*  
of \_\_\_\_\_ *[name of entity]*, a Texas \_\_\_\_\_ *[type of entity – e.g.,*  
*corporation, limited liability company, limited liability partnership]*, on behalf of said  
\_\_\_\_\_ *[type of entity]*.

\_\_\_\_\_  
Notary Public, State of Texas

\*\*\*\*\*  
DO NOT WRITE BELOW THIS LINE               RESERVED SPACE BELOW FOR RECORDING AT COUNTY

Exhibit "A"

Legal Description of the Grantor's Property

[To be attached.]

**24-INCH HWY 195 WATERLINE  
CITY PROJECT NO. 220000  
PARCEL NO. 3 PE  
STAGECOACH ROAD  
MOSES T. MARTIN SURVEY, ABSTRACT No. 963**

**EXHIBIT "A"**

Being a permanent electrical easement situated in the Moses T. Martin Survey, Abstract No. 963 in the City of Killeen, Bell County, Texas, said permanent electrical easement being a portion of a called 1.024 acre tract of land described as Tract No. 1 in deed to the City of Killeen as recorded in Instrument No. 2025034374 of the Real Property Records of Bell County, Texas, said permanent electrical easement also being a portion of a called 0.366 acre tract of land described in deed to the City of Killeen as recorded in Instrument No. 2008-00035808 of said Real Property Records of Bell County, Texas, said permanent electrical easement being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" found for the northeast corner of said called 1.024 acre tract of land, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" being the northeast corner of a proposed 0.211 acre tract of land, from which a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" found for the most northerly corner of said called 1.024 acre tract of land bears North 55 degrees 16 minutes 16 seconds West, a distance of 28.10 feet, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" being the most northerly corner of said proposed 0.211 acre tract land; **THENCE** South 07 degrees 46 minutes 49 seconds West, with the easterly line of said called 1.024 acre tract of land and the easterly line of said proposed 0.211 acre tract of land, a distance of 83.15 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" found for the **POINT OF BEGINNING** of the herein described permanent electrical easement, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" being an exterior corner of said proposed 0.211 acre tract of land;

**THENCE** South 07 degrees 46 minutes 49 seconds West, with the easterly line of said called 1.024 acre tract of land, a distance of 186.31 feet to a 1/2 inch iron rod found for an interior corner of said 1.024 acre tract of land;

**THENCE** South 13 degrees 00 minutes 10 seconds East, with the easterly line of said called 1.024 acre tract of land, a distance of 93.60 feet to a calculated point for corner, from which a 1/2 inch iron rod found for the southeast corner of said called 1.024 acre tract of land bears South 13 degrees 00 minutes 10 seconds East, a distance of 41.44 feet;

**THENCE** South 69 degrees 25 minutes 22 seconds West, passing at a distance of 52.04 feet, a metal chain link fence corner post found for the east corner of said called 0.366 acre tract of land, said metal chain link fence corner post being the north corner of a called 0.057 acre tract of land described in deed to Rick Lane Family Holdings, Inc as recorded in Instrument No. 2013-00017298 of said Real Property Records of Bell County, Texas and further described in Volume 3960, Page 1 of the Deed Records of Bell County, Texas, from which a 5/8 inch iron rod with aluminum cap stamped “GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX” found for the most southerly corner of said called 1.024 acre tract of land bears South 20 degrees 34 minutes 38 seconds East, a distance of 43.30 feet, in all, a distance of 151.75 feet to a metal chain link fence corner post found for the south corner of said called 0.366 acre tract of land;

**THENCE** North 20 degrees 49 minutes 33 seconds West, with the southwesterly line of said called 0.366 acre tract of land, a distance of 15.00 feet to a calculated point for corner, from which a metal chain link fence corner post found for the west corner of said called 0.366 acre tract of land bears North 20 degrees 49 minutes 33 seconds West, a distance of 144.58 feet;

**THENCE** North 69 degrees 25 minutes 22 seconds East, a distance of 138.67 feet to a calculated point for corner;

**THENCE** North 13 degrees 00 minutes 10 seconds West, a distance of 83.21 feet to a calculated point for corner;

**THENCE** North 07 degrees 46 minutes 49 seconds East, passing at a distance of 136.19 feet a 5/8 inch iron rod with aluminum cap stamped “GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX” found for the south corner of said proposed 0.211 acre tract of land, in all, a distance of 189.06 feet to a 5/8 inch iron rod with aluminum cap stamped “GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX” found for an interior corner of said proposed 0.211 acre tract of land;

**THENCE** South 82 degrees 13 minutes 11 seconds East, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 6,320 square feet or 0.145 acres of land, more or less.

**Notes:**

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

Date: March 3, 2026



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Curtis Smith  
Registered Professional Land Surveyor  
No. 5494  
Texas Firm No. 10106900

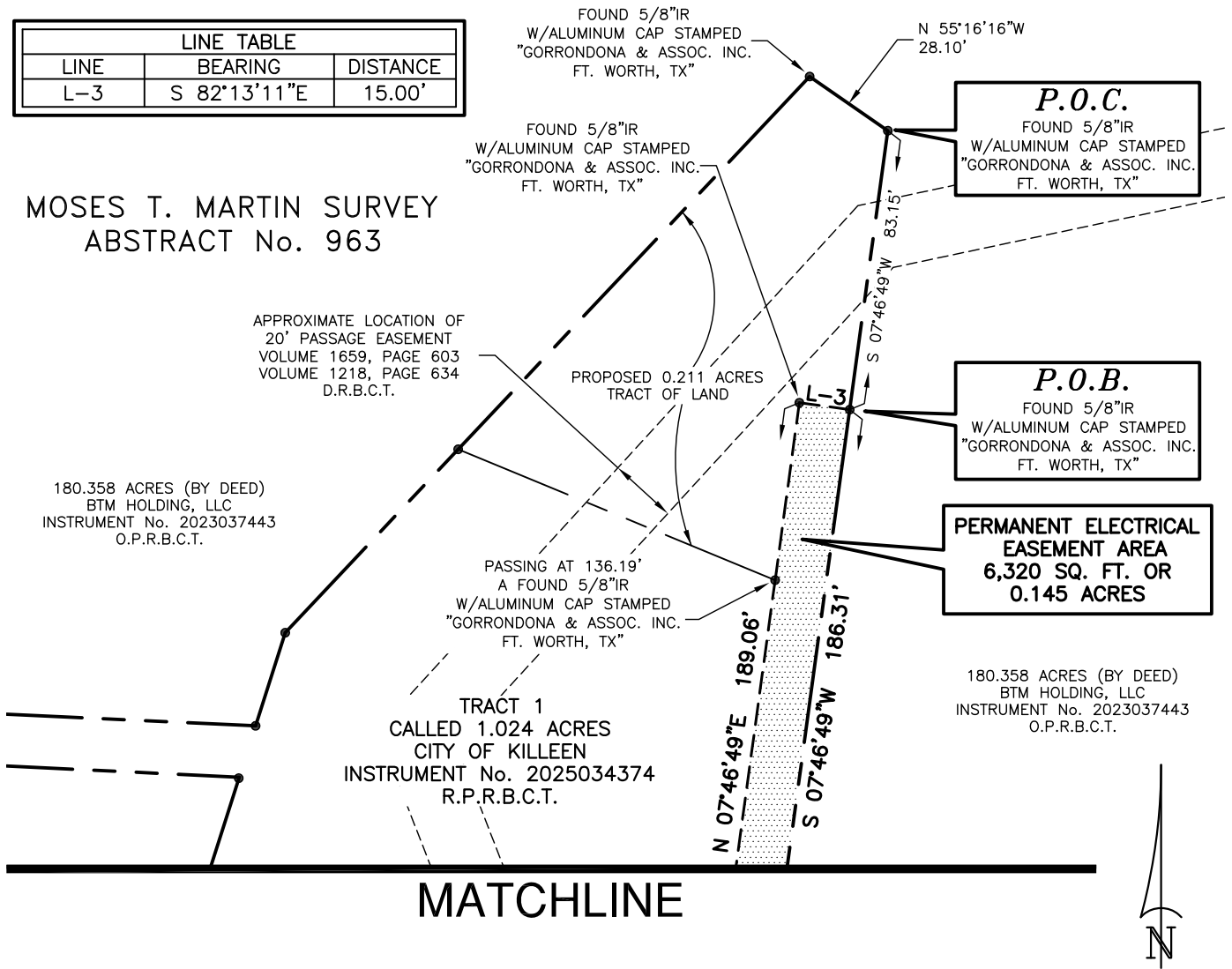


# EXHIBIT "B"

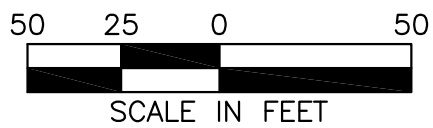
## PARCEL No. 3 PE

LINE TABLE		
LINE	BEARING	DISTANCE
L-3	S 82°13'11"E	15.00'

MOSES T. MARTIN SURVEY  
ABSTRACT No. 963



**NOTES:**  
 1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.  
 2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

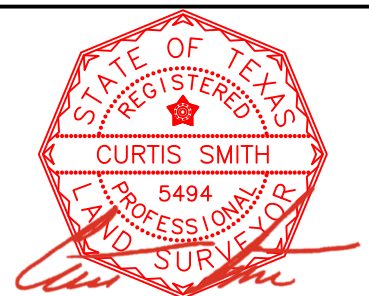


## City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

### 24-INCH HWY 195 WATERLINE

PARCEL NO. 3 PE		PROJ. NO. 220000
PERMANENT ELECTRICAL EASEMENT		
OWNER: CITY OF KILLEEN		
SURVEY: MOSES T. MARTIN SURVEY, ABSTRACT No. 963		
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS		
ACQUISITION AREA: 0.145 ACRES OR 6,320 SQUARE FEET		
WHOLE PROPERTY ACREAGE: 1.024 ACRES (BY DEED) AND 0.366 ACRES (BY DEED)		
JOB No. KHA_2206.00	DRAWN BY: JM	CAD FILE: 3PE.DWG
DATE: MARCH 3, 2026	EXHIBIT B PAGE 1 OF 2	SCALE: 1" = 50'



CURTIS SMITH  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5494 TEXAS FIRM No. 10106900



A stylized graphic consisting of a grey five-pointed star at the top right, with a curved grey line extending from its base towards the left. The line is partially obscured by a large, light grey, stylized letter 'A' that serves as a background for the text.

**ELECTRIC UTILITY EASEMENT  
FOR HWY. 195 GROUND  
STORAGE TANK**

**RS-26-071**

**May 5, 2026**

# Background

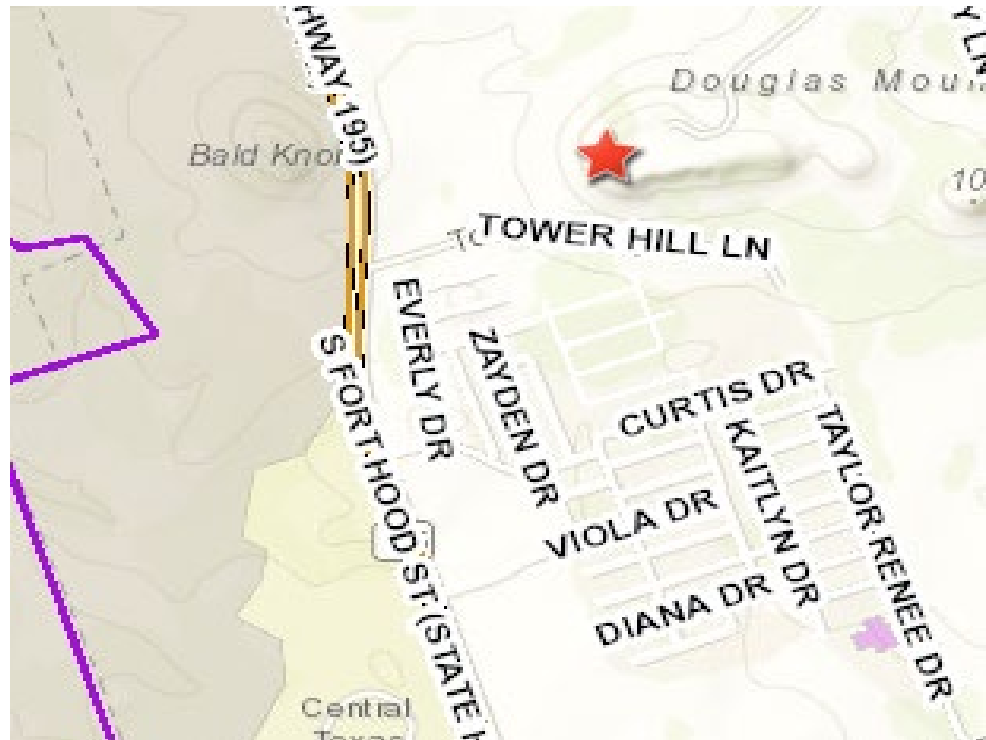
- ❑ The 2025 Water and Wastewater Master Plan includes the construction of a 1.5 MG ground storage tank serving as an elevated storage tank due to its location on a hill near Highway 195 and Tower Hill Lane.
- ❑ With the design of the tank complete and a construction bid scheduled for this summer, an existing electric utility line needs to be realigned and installed underground prior to beginning construction.
- ❑ Bartlett Electrical Cooperative (BEC) provides electrical power to the future tank site.

# Background

- Prior to BEC realigning the existing electric utility line and installing it underground, BEC requires the city to grant a defined electric utility easement for the installation of the new electric line.
- BEC needs the electric line to be located within a defined easement so that they can perform maintenance and repairs to their electric service line.

# Location Map

4



# Recommendation

- Staff recommends that the City Council authorize the City Manager, or designee, to execute and provide an electric utility easement to Bartlett Electric Cooperative, Inc. for the Highway 195 Ground Storage Tank.



# City of Killeen

## Staff Report

File Number: RS-26-072

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Consider a memorandum/resolution awarding Bid No. 26-24, Pavement Marking Services, to D.I.J Construction, Inc., in the amount of \$473,664.00.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Andrew Zagars, P.E., City Engineer

**SUBJECT:** Authorize the award of Bid No. 26-24, Pavement Marking Services, to D.I.J Construction, Inc.

### **BACKGROUND AND FINDINGS:**

The Pavement Marking Services is a bi-annual contract that is shared between Public Works and Engineering. This service provides roadway striping throughout the city for routine maintenance and the pavement overlay project.

The city staff provided professional services for preparation of this bid. All received bids were opened on March 31, 2026, and read aloud through zoom online video conferencing and are noted below.

<b>Bidders</b>	<b>Total Bid Amount</b>
D.I.J Construction, Inc.	\$473,664.00
DPTV Tango LLC	\$517,929.00

### **THE ALTERNATIVES CONSIDERED:**

1. Reject all received bids and do not move forward with the Pavement Marking Services contract.
2. Award Bid 26-24, Pavement Marking Services, to D.I.J. Construction, Inc. in the amount of \$473,664.00.

### **Which alternative is recommended? Why?**

Alternative 2 is recommended because:

The city staff reviewed and recommended the contract not be/be awarded to D.I.J Construction, Inc. in the amount of \$473,664.00.

D.I.J. Construction, Inc. has provided the city with striping services in the past and has proved to be reliable and provided quality work.

**CONFORMITY TO CITY POLICY:**

This project conforms to all State and City purchasing policies

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

The total cost for the base bid for construction of the Pavement Marking Services is \$473,664.00.

**Is this a one-time or recurring revenue/expenditure?**

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

Yes

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

Yes, funds are currently budgeted in the following Repair & Maintenance accounts:

Account Number	Account Title	Fund Title	Department	
225-53420-400-403-000000	Pavement Marking	Street Maintenance	Street Maintenance	Public Works
225-53420-450-451-000000	Pavement Marking	Street Maintenance	Street Maintenance	Engineering Services
225-53430-400-403-000000	Street	Street Maintenance	Street Maintenance	Public Works
225-53430-450-451-000000	Street	Street Maintenance	Street Maintenance	Engineering Services
280-53420-400-403-000000	Pavement Marking	Child Safety	Child Safety	Public Works
525-53415-600-601-000000	Infrastructure	Aviation Enterprise	Aviation Enterprise	Aviation-GRK
525-53415-600-602-000000	Infrastructure	Aviation Enterprise	Aviation Enterprise	Aviation-ILE

**RECOMMENDATION:**

Staff recommends that the City Council authorize the award of Bid No. 26-24, Pavement Marking Services to D.I.J. Construction, Inc. in the amount of \$473,664.00, authorize the City Manager or his designee to enter into a contract with D.I.J. Construction Inc., and authorize the City Manager to execute any and all change orders to the extent as allowed by State law.

**DEPARTMENTAL CLEARANCES:**

Engineering Services

Finance

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Tab

Bid Submission

Bid Recommendation Letter

Contract Verification Form

Certificate of Interested Parties

Presentation

BID 26-24 - PAVING MARKING SERVICES				D.I.J. Construction, Inc.		DPTV Tango LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	ADDING REFL PAV MRK TY I (W)4"(DOT)(090MIL)	2000	LF	\$2.00	\$4,000.00	\$2.38	\$4,760.00
2	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	50	LF	\$4.00	\$200.00	\$34.20	\$1,710.00
3	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	5000	LF	\$4.00	\$20,000.00	\$3.05	\$15,250.00
4	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	200	LF	\$14.00	\$2,800.00	\$33.65	\$6,730.00
5	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	2100	LF	\$24.00	\$50,400.00	\$5.35	\$11,235.00
6	REFL PAV MRK TY I (W)(ARROW)(090MIL)	90	EA	\$300.00	\$27,000.00	\$65.00	\$5,850.00
7	REFL PAV MRK TY I (W)(DBL ARROW)(090MIL)	40	EA	\$300.00	\$12,000.00	\$120.00	\$4,800.00
8	REFL PAV MRK TY I (W)(WORD)(090MIL)	10	EA	\$300.00	\$3,000.00	\$215.00	\$2,150.00
9	REFL PAV MRK TY I (W)(RR XING)(090MIL)	10	EA	\$550.00	\$5,500.00	\$395.00	\$3,950.00
10	REF PAV MRK TY I(W)18"(YLD TRI)(090MIL)	3	EA	\$165.00	\$495.00	\$195.00	\$585.00
11	REFL PAV MRK TY I(W)(BIKE SYML)(090MIL)	200	EA	\$165.00	\$33,000.00	\$195.00	\$39,000.00
12	REFL PAV MRK TY I (Y)12"(SLD)(090MIL)	200	LF	\$14.00	\$2,800.00	\$8.75	\$1,750.00
13	RERFL PAV MRK TY II(W)4"(PARKING)	1500	LF	\$3.00	\$4,500.00	\$3.40	\$5,100.00
14	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	50500	LF	\$.96	\$48,480.00	\$.64	\$32,320.00
15	RE PM W/RET REQ TY I(Y)4"(BRK)(090MIL)	1600	LF	\$.99	\$1,584.00	\$.66	\$1,056.00
16	RE PM W/RET REQ TY I(Y)4"(SLD)(090MIL)	1600	LF	\$.99	\$1,584.00	\$.88	\$1,408.00
17	REFL PAV MRKR TY I-C	240	EA	\$16.40	\$3,936.00	\$33.50	\$8,040.00
18	REFL PAV MRKR TY II-A-A	5000	EA	\$6.40	\$32,000.00	\$12.75	\$63,750.00
19	TRAFFIC BUTTON TY W	5000	EA	\$4.00	\$20,000.00	\$8.75	\$43,750.00
20	TRAFFIC BUTTON TY Y	5000	EA	\$4.00	\$20,000.00	\$8.75	\$43,750.00
21	ELIM EXT PAV MRK & MRKS (4")	150000	LF	\$.85	\$127,500.00	\$1.15	\$172,500.00
22	ELIM EXT PAV MRK & MRKS (8")	5000	LF	\$1.70	\$8,500.00	\$1.26	\$6,300.00
23	ELIM EXT PAV MRK & MRKS (12")	2000	LF	\$3.40	\$6,800.00	\$1.36	\$2,720.00
24	ELIM EXT PAV MRK & MRKS (24")	1500	LF	\$6.80	\$10,200.00	\$1.70	\$2,550.00
25	ELIM EXT PAV MRK & MRKS (ARROW)	80	EA	\$75.00	\$6,000.00	\$38.00	\$3,040.00
26	ELIM EXT PAV MRK & MRKS (DBL ARROW)	35	EA	\$80.00	\$2,800.00	\$48.00	\$1,680.00
27	ELIM EXT PAV MRK & MRKS (WORD)	10	EA	\$80.00	\$800.00	\$165.00	\$1,650.00
28	ELIM EXT PAV MRK & MRKS (RR XING)	10	EA	\$150.00	\$1,500.00	\$250.00	\$2,500.00
29	ELIM EXT PAV MRK & MRKS (18")(YLD TRI)	3	EA	\$95.00	\$285.00	\$65.00	\$195.00
30	ELIM EXT PAV MRK & MARKS (BIKE SYMBOL)	200	EA	\$55.00	\$11,000.00	\$48.00	\$9,600.00
31	ELIM EXT PAV MRK & MARKS (PLASTIC TABS)	5000	EA	\$1.00	\$5,000.00	\$3.65	\$18,250.00
<b>Total</b>					<b>\$473,664.00</b>		<b>\$517,929.00</b>



City of Killeen

## Purchasing

Sophonia Price, Director of Procurement

802 N 2nd St, Killeen, TX 76541

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### [D.I.J. CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

BID No. 26-24

Paving Marking Services

RESPONSE DEADLINE: March 31, 2026 at 2:00 pm

Report Generated: Tuesday, March 31, 2026

### D.I.J. Construction, Inc. Response

#### CONTACT INFORMATION

**Company:**

D.I.J. Construction, Inc.

**Email:**

tim@dijsconstruction.com

**Contact:**

Tim Jarma

**Address:**

P.O. Box 1609

Bertram, TX 78605

**Phone:**

(512) 355-2766

**Website:**

[dijsconstruction.com](http://dijsconstruction.com)

**Submission Date:**

Mar 31, 2026 9:36 AM (Central Time)

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. Conflict of Interest Questionnaire (Form CIQ)\*

Pursuant to Chapter 176 of the Texas Local Government Code, vendors contracting with or seeking to contract with the City of Killeen must file a completed Conflict of Interest Questionnaire (Form CIQ) with the appropriate records administrator **no later than seven (7) business days** after beginning contract discussions or negotiations, or after submitting a response to this solicitation. The Form CIQ can be downloaded here:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Please confirm your understanding and willingness to promptly download, complete, and submit the Form CIQ upon the City's request:

Confirmed

### 2. References\*

Contractors shall submit at least three (3) business references for the proposed item. Each reference must include:

- Business name
- Contact person
- Address
- Telephone number
- Email address (if available)

References should be from customers for whom the contractor has provided similar services or products. These references may be contacted by the City of Killeen as part of the evaluation process.

Please download, complete, and upload the following document:

- [References.pdf](#)

Killeen\_References.pdf

### 3. Certificate of Interested Parties (Form 1295)\*

If awarded a contract, the vendor must submit the Certificate of Interested Parties (Form 1295) **online** through the Texas Ethics Commission's filing application as required by Texas Government Code Section 2252.908. A business entity must use the Commission's online system to enter the required information, generate the form, and obtain a unique certification of filing number. An authorized agent of the business entity must sign the printed copy, and that certified copy must be provided to the City of Killeen within seven (7) business days after contract discussions or negotiations.

The online filing system is available at: <https://prd.tecprd.ethicsefile.com/File>

Please confirm that you will download, complete, and submit the Certificate of Interested Parties (Form 1295) immediately upon request by the City of Killeen and in accordance with the filing requirements:

Confirmed

### 4. Acknowledgement – "Boycott Israel"\*

By submitting this proposal, the vendor hereby acknowledges that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

### 5. Acknowledgement – "Boycott Energy Companies"\*

By submitting this proposal, the vendor hereby acknowledges that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean,

without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

**6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”\***

By submitting this proposal, the vendor hereby acknowledges that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

**7. Acknowledgment – “Antitrust Law Certification”\***

By submitting this proposal, the vendor hereby acknowledges that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Neither a violation has occurred nor prohibited communication has taken place.

**8. Acknowledgement - Community Development Block Grant (CDBG)\***

By submitting this proposal, the vendor hereby acknowledges understanding that projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act

(HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Confirmed

**9. Criminal Convictions Disclosure\***

Has the owner(s) of the company been convicted of a crime within the past ten (10) years (excluding minor traffic violations)?

No — The owner(s) has not been convicted of a crime within the past ten (10) years.

**10. Criminal History Disclosure\***

Have you, or any member of your Firm or Team to be assigned to this engagement, **ever been indicted or convicted of a felony or a misdemeanor greater than a Class C** (excluding minor traffic violations) in the last five (5) years?

No — No member of the Firm or Team has been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years.

**11. Litigation / Claims History\***

Has your Firm or Team, you, or any member of your Firm or Team been involved in any claim, lawsuit, arbitration, or litigation with the City of Killeen or any other Federal, State, Local Government, or private entity during the last ten (10) years?

Yes — A member of the Firm or Team has been involved in litigation in the last ten (10) years. (If “Yes,” attach a separate sheet providing details including case/claim name, parties, nature, forum, date filed, current status/outcome.)

**12. Termination for Work Disclosure\***

Has your Firm or Team, you, or any member of your Firm or Team ever been terminated (for cause or otherwise) from any contracted work performed for the City of Killeen or any other Federal, State, Local Government, or private entity?

No — The Firm or Team and no member of the Firm or Team has been terminated from contracted work .

**13. Bankruptcy / Reorganization Disclosure\***

Has the company been in bankruptcy, reorganization, or receivership in the last five (5) years (whether voluntary or involuntary)?

No — The company has not been in bankruptcy, reorganization, or receivership in the last five (5) years.

**14. Operational History - Continuous Services Provided\***

Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption?

Yes — The company has provided continuous services and operated in this capacity for two (2) years without interruption.

**15. Disclosure of Debarment, Suspension, or Exclusion\***

Has the company **been disqualified, debarred, suspended, or listed on any excluded parties list** (including, but not limited to, the General Services Administration's list of parties excluded from federal procurement and nonprocurement programs) by any public agency, including the Federal Government?

No — The company has not been disqualified, debarred, suspended, or listed on an excluded parties list.

**16. Disclosure of City Employee/Official Financial or Other Interest\***

Does any **City of Killeen employee or official** (including elected officials or appointed board/commission members) or any immediate family member of such persons have **any financial or other interest** in your company (e.g., ownership, employment, equity, consulting relationship, or other benefit)?

No — No City of Killeen employee, official, or their immediate family has a financial or other interest in the company.

**17. Ability to Perform Services as Specified\***

Can the company **perform and provide the services exactly as described in the solicitation specifications and Scope of work?**

Yes — The company can perform and provide the services as specified.

**18. Service Commencement After Award\***

**When can the company begin providing services after award?** Please state the **number of calendar days** required from **award/notice to proceed** until the company can commence full performance of the services requested in this solicitation:

**Answer (number of days):**

7

**19. Point of Contact to Resolve Issues (Delivery or Invoice)\***

Please provide the **primary point of contact** the City may reach regarding service issues, delivery questions, or invoice/payment matters. Include the following information:

- **Name:**
- **Title/Role:**
- **Company:**
- **Mailing Address:**
- **Phone Number:**
- **Email Address:**

Tim D. Jarma

Vice President / Estimator

D.I.J. Construction, Inc.

P.O. Box 1609 Bertram TX 78605

512-355-2766

[tim@dijconstruction.com](mailto:tim@dijconstruction.com)

## 20. Cooperative Governmental Purchasing Notice\*

Other governmental entities may maintain interlocal agreements with the City of Killeen and **may elect**, but are not obligated, to purchase goods and services defined in this Invitation to Bid (ITB) from the successful bidder. Any such purchases by another governmental entity will be **billed directly to and paid by that entity**. The City of Killeen will not be responsible for another entity's debts. Each governmental entity will place its own orders with the successful bidder and will be responsible for ensuring full compliance with the ITB specifications. Prior to purchases by other governmental entities, the City will notify the successful bidder of their intent.

Please indicate below if you will permit **other governmental entities** to purchase from your agreement with the City of Killeen:

Yes — I agree to allow other governmental entities to purchase under the contract awarded through this ITB.

## 21. Copyrighted / Confidential Information – Texas Public Information Act\*

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the **Texas Public Information Act (PIA)**, unless the information is specifically exempt from disclosure under the Act or other applicable law. Information submitted to the City is presumed to be available to the public upon request, and may be released unless a statutory exception applies or the Office of the Attorney General determines it should be withheld.

You are **not encouraged** to submit data and/or information that you consider to be confidential or proprietary unless it is *absolutely necessary* for the City to understand and evaluate your submission.

### Instructions for Submitting Confidential/Proprietary Information

- Clearly **label each page** that contains information you believe to be confidential or proprietary.
- Do **not** label entire documents wholesale; only the specific portions you consider confidential should be marked.
- You may use colored paper (e.g., yellow or pink) to assist in distinguishing pages with claimed confidential information.
- **Failure to clearly label the specific information on the actual pages** will be considered a waiver of confidential/proprietary rights in that information.

If the City receives a public information request that involves your submission, the City will notify you so you may **assert your claim of confidentiality to the Office of the Attorney General** and provide reasons supported by applicable law.

Please indicate below:

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

## 22. Location of Confidential Information\*

If your proposal contains confidential or proprietary information, please **identify where it is located**. Be as specific as possible so that the City can locate the information quickly if a Public Information Act request is received.

For each instance of confidential or proprietary information in your proposal, include:

- **Section/Tab Name:**
- **Page Number(s):**
- **Paragraph/Table/Item Reference:**
- **Brief Description of Information Claimed as Confidential:**

N/A

## 23. Insurance Compliance\*

Does the contractor **maintain the insurance coverage as specified in the insurance requirements** section of this solicitation, including minimum coverages, limits, and any proof of insurance requirements (e.g., certificates of insurance)?

Yes — The contractor maintains all required insurance coverages as specified.

## 24. Company's First Year of Business Operation\*

Please indicate the **first year your company began business operations** (the calendar year the company was established and began providing services):

*This helps the City understand the vendor's experience and length of operation as part of its responsibility determination.*

**Answer (Years):**

1983

## 25. Insurance Broker Information\*

Please provide the **insurance broker or agent** information for the insurance policies that cover your company's operations related to this solicitation. Include each of the following:

- **Insurance Broker / Agency Name:**
- **Contact Name:**
- **Phone Number:**
- **Fax Number (if applicable):**
- **Email Address:**

*Collecting broker contact information is a standard part of vendor questionnaires so the awarding agency can verify coverage or follow up on policy details if needed.*

USI Southwest

Cindy Ellis

512-651-4164

[cindy.ellis@usi.com](mailto:cindy.ellis@usi.com)

## 26. Pending Insurance Claims\*

Are there **any claims currently pending** against your company's insurance policies?

Yes — There are pending claims. (If "Yes," attach a separate sheet providing details including the date the claim was filed, the nature of the claim, the insurer, and current status.) Asking about pending claims helps assess risk or potential liabilities that may affect the vendor's ability to perform under a public contract.

## 27. Recent Sales / Public Agency Project History\*

Please **list up to five (5) of your most recent sales or contract engagements** with other public agencies (governmental entities) and/or other customers that are relevant to the goods/services defined in this solicitation. Include the following information for each:

- **Customer/Agency Name:**
- **Contact Person and Title:**
- **Phone Number:**
- **Description of Goods/Services Provided:**
- **Contract/Order Amount (\$):**
- **Date(s) of Performance/Delivery:**

City of Austin

Cathy Kambalouris Project Manager

512-974-6478

Call-out pavement markings

\$16,497,500

2022-2027

Williamson County

Gary Thoene Superintendent

512-943-3360

Call-out pavement markings

\$310,000

2021-2026

City of Leander

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Roman Poudyal Deputy Director

512-259-2640

Call-out pavement markings

\$500,000

2026-2031

TxDOT Odessa Maintenance 6495-61-001

Stephen Sandoval Maint. Supervisor

Call-out raised pavement markers

\$325,550

2026

TxDOT Eastland VA 0923-00-079

Greg Cedillo Area Engineer

Pavement Markings

\$952,952

2026

### **28. Emergency Business Service Contact Notice\***

During a natural disaster, homeland security event, or other emergency situation, the City of Killeen **may need access to your business for products or services after normal business hours and/or on holidays**. The City may request **City personnel pick up or vendor delivery** of products or services in such events.

For this purpose, vendors **must provide both a primary and a secondary emergency contact name and phone number**, and it is **critical that this emergency contact information remains current**. Vendors shall notify the City by **email** of any changes to the emergency contact names or phone numbers. Updates may be emailed to: [SPrice@killeentexas.gov](mailto:SPrice@killeentexas.gov)

All products or services requested during an emergency event are to be supplied **at the established contract prices, terms, and conditions**. Vendors shall also provide the **fee (pricing) for an after-hours emergency opening of the business**, if applicable. In general, orders will be placed using a City of Killeen procurement card (MasterCard) or a City-issued Purchase Order, and billing must include any emergency opening fee.

Please **download the document listed below, complete it in full, and upload it** with your proposal submission:

- [Emergency Business Service ...](#)

Emergency\_Business\_Service\_Contact\_Notice.pdf

**29. Proposal Documents\***

Please Upload your COMPLETE Proposal here.

11\_Litigation\_Claims\_History.docx

26\_Pending\_Insurance\_Claims.docx

**PRICE TABLES**

Line Item	Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	666-6005	ADDING REFL PAV MRK TY I (W)4"(DOT)(090MIL)	2,000	LF	\$2.00	\$4,000.00	
2	666-6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	50	LF	\$4.00	\$200.00	
3	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	5,000	LF	\$4.00	\$20,000.00	
4	666-6041	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	200	LF	\$14.00	\$2,800.00	
5	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	2,100	LF	\$24.00	\$50,400.00	

[D.I.J. CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

BID No. 26-24

Paving Marking Services

Line Item	Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
6	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	90	EA	\$300.00	\$27,000.00	
7	666-6056	REFL PAV MRK TY I (W)(DBL ARROW)(090MIL)	40	EA	\$300.00	\$12,000.00	
8	666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	10	EA	\$300.00	\$3,000.00	
9	666-6092	REFL PAV MRK TY I (W)(RR XING)(090MIL)	10	EA	\$550.00	\$5,500.00	
10	666-6098	REF PAV MRK TY I(W)18"(YLD TRI)(090MIL)	3	EA	\$165.00	\$495.00	
11	666-6110	REFL PAV MRK TY I(W)(BIKE SYML)(090MIL)	200	EA	\$165.00	\$33,000.00	
12	666-6140	REFL PAV MRK TY I (Y)12"(SLD)(090MIL)	200	LF	\$14.00	\$2,800.00	
13	666-6170	RERFL PAV MRK TY II(W)4"(PARKING)	1,500	LF	\$3.00	\$4,500.00	
14	666-6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	50,500	LF	\$0.96	\$48,480.00	
15	666-6311	RE PM W/RET REQ TY I(Y)4"(BRK)(090MIL)	1,600	LF	\$0.99	\$1,584.00	
16	666-6314	RE PM W/RET REQ TY I(Y)4"(SLD)(090MIL)	1,600	LF	\$0.99	\$1,584.00	
17	672-6007	REFL PAV MRKR TY I-C	240	EA	\$16.40	\$3,936.00	
18	672-6009	REFL PAV MRKR TY II-A-A	5,000	EA	\$6.40	\$32,000.00	
19	672-6016	TRAFFIC BUTTON TY W	5,000	EA	\$4.00	\$20,000.00	
20	672-6017	TRAFFIC BUTTON TY Y	5,000	EA	\$4.00	\$20,000.00	
21	677-6001	ELIM EXT PAV MRK & MRKS (4")	150,000	LF	\$0.85	\$127,500.00	
22	677-6003	ELIM EXT PAV MRK & MRKS (8")	5,000	LF	\$1.70	\$8,500.00	
23	677-6005	ELIM EXT PAV MRK & MRKS (12")	2,000	LF	\$3.40	\$6,800.00	
24	677-6007	ELIM EXT PAV MRK & MRKS (24")	1,500	LF	\$6.80	\$10,200.00	

[D.I.J. CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

BID No. 26-24

Paving Marking Services

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Line Item	Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
25	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	80	EA	\$75.00	\$6,000.00	
26	677-6009	ELIM EXT PAV MRK & MRKS (DBL ARROW)	35	EA	\$80.00	\$2,800.00	
27	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	10	EA	\$80.00	\$800.00	
28	677-6016	ELIM EXT PAV MRK & MRKS (RR XING)	10	EA	\$150.00	\$1,500.00	
29	677-6018	ELIM EXT PAV MRK & MRKS (18")(YLD TRI)	3	EA	\$95.00	\$285.00	
30	677-6025	ELIM EXT PAV MRK & MARKS (BIKE SYMBOL)	200	EA	\$55.00	\$11,000.00	
31	677-0000	ELIM EXT PAV MRK & MARKS (PLASTIC TABS)	5,000	EA	\$1.00	\$5,000.00	
<b>TOTAL</b>						<b>\$473,664.00</b>	

**REFERENCES**

Please provide three references:

Reference No. 1

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Date and Type of Service(s) Provided \_\_\_\_\_

Reference No. 2

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Date and Type of Service(s) Provided \_\_\_\_\_

Reference No. 3

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Date and Type of Service(s) Provided \_\_\_\_\_

## Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hour's emergency opening of the business listed below.

Business Name: \_\_\_\_\_

Contract #: \_\_\_\_\_

Description: \_\_\_\_\_

Primary Contact (Name): \_\_\_\_\_

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

## 11. Litigation / Claims History

1 Case in 2017

This information available after COK and DIJ counsel review

## 26. Pending Insurance Claims

2 Claims in 2023

This information available after COK and DIJ counsel review



## City of Killeen Engineering Services

### Purchasing

City of Killeen

**Project:** Pavement Marking Services

**Bid No.:** 26-24

**Bid Opening Date:** March 31, 2026

### Recommendation:

After thoroughly reviewing and evaluating the submitted bids for the Pavement Marking Services project, Bid Number 26-24, I am pleased to recommend D.I.J. Construction, Inc. as the lowest responsive and responsible bidder.

The following is a summary of the bids received:

- |                                     |                     |
|-------------------------------------|---------------------|
| 1. <b>D.I.J. Construction, Inc.</b> | <b>\$473,664.00</b> |
| 2. <b>DPTV Tango LLC</b>            | <b>\$517,929.00</b> |

The bids were evaluated based on the following criteria:

- Compliance with Bid Specifications: D.I.J. Construction's bid met all the requirements outlined in the bid specifications and provided all necessary documentation.
- Experience and Qualifications: D.I.J. Construction has demonstrated substantial experience and expertise in similar projects, ensuring its capability to successfully complete the project.
- Cost: D.I.J. Construction submitted the lowest bid amount, providing the most cost-effective solution for the City of Killeen.

### Conclusion:

Based on the evaluation of the bids and the criteria outlined above, it is recommended that the contract for the Pavement Marking Services project (Bid No. 26-24) be awarded to D.I.J. Construction, Inc. Their bid offers the best value and meets all the requirements specified by the City of Killeen.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

**Andrew Zagars**

City Engineer

Cc: Purchasing  
Engineering



### Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- o Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- o Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- o Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

  
\_\_\_\_\_  
Signature

Tim D. Jarma  
\_\_\_\_\_  
Printed Name

April 7, 2026  
\_\_\_\_\_  
Date

D.I.J. Construction, Inc.  
\_\_\_\_\_  
Company Name

Vice President / Estimator  
\_\_\_\_\_  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2026-1443969

Date Filed:  
04/07/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

D.I.J. Construction, Inc.  
Bertram, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Killeen

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

26-24  
Pavement Markings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Daniel	Bertram, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Tim D. Jarma, and my date of birth is Nov 11, 1967.

My address is P.O. Box 1609, Bertram, TX, 78605, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 7 day of April, 2026.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**AWARD BID NO. 26-24,  
PAVEMENT MARKING  
SERVICES**

**RS-26-072**

**May 5, 2026**

# Background and Findings

- The Pavement Marking contract is a two-year contract to provide pavement striping and markings throughout the city.
- This contract is utilized by Public Works, Engineering, and Aviation.
- On March 31, 2026, two (2) bids were received in response to Bid No. 26-24, 24-inch Pavement Marking Services.

# Background and Findings

<b>Bidder</b>	<b>Bid Amount</b>
D.I.J. Construction, Inc.	\$473,664.00
DPTV Tango, LLC	\$517,929.00

# Background and Findings

- D.I.J. Construction, Inc. is the selected vendor for Bid 26-24, Pavement Marking Services, as they are the responsive low bidder providing the best value to the city and has provided striping services in the past and proved to be reliable and provided quality work.

# Recommendation

- Authorize the award of Bid No. 26-04, Pavement Marking Services to D.I. J Construction, Inc.; authorize the City Manager, or designee, to execute a construction contract in the amount of \$473,664.00 with D.I.J. Construction, Inc., and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



# City of Killeen

## Staff Report

File Number: RS-26-073

---

Consider a memorandum/resolution authorizing City of Killeen officials to apply for, accept, decline, modify or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program to continue a program targeting vehicle and catalytic converter theft.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Pedro Lopez, Chief of Police

**SUBJECT:** SB 224 Catalytic Converter Grant Application and Acceptance

### **BACKGROUND AND FINDINGS:**

The Killeen Police Department seeks approval to apply for grant funding through the SB 224 Catalytic Converter Grant. The grantor is the Texas Motor Vehicle Crime Prevention Authority (MVCPA). The MVCPA requires a resolution from the governing body accepting the terms of the grant prior to considering the application. If awarded, the grant will fund a continuation of the License Plate Reader program started in 2025 with the same grant.

This grant funding is part of the department's strategic effort to combat the persistent problem of vehicle and catalytic converter theft, as well as violent crime.

If awarded, grant funding will be used to continue our integration of technology and cameras will allow the department to monitor areas prone to criminal activity throughout the City of Killeen. The department will greatly enhance its crime-fighting posture by using real-time data to address crimes in progress and employ analytics to solve crimes captured through our Real Time Crime Center.

As part of this effort, KPD will also continue to conduct information sharing between internal stakeholders, law enforcement partner agencies and focused community partnerships to maximize the impact of the SB 224 Catalytic Converter Grant to reduce thefts and enhance public safety throughout the city.

The total project cost will be no more than \$300,000 with a grant award up to \$250,000 and requires a cash match of 20% (\$50,000). Budgeted funds have been submitted by the department in the proposed FY 27 budget.

The following resolution language is required by this grant:

- under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and
- In the event of loss or misuse of the grant funds, the City of Killeen agrees and assures that

- the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.
- This grant program will assist this jurisdiction to combat catalytic converter theft; and
  - The designation of officials involved with the management of the grant:
    - Judith Tangalin, Executive Director of Finance, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and
    - Pedro Lopez, Chief of Police, is designated as the Program Director and Kira Gomez, Financial Analyst, is designated as the Financial Officer for this grant.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

Staff recommends approval to apply for and accept the grant, pending grant award notification.

**CONFORMITY TO CITY POLICY:**

Conforms to city policy.

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

The revenue amount is based on the grant award, which could be up to \$250,000. The expenditure will be the grant award plus a 20% cash match. All revenue and expenditures will occur in Fiscal Year 2027.

**Is this a one-time or recurring revenue/expenditure?**

One-time

**Is this revenue/expenditure budgeted?**

Revenue and expense are included in the FY 2027 Proposed Budget to be presented to council for approval.

**If not, where will the money come from?**

N/A

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

The FY 2027 Proposed Budget includes the following appropriations:

Grant Revenue: 270-43200-210-215-227641 State Grant/Reimbursement \$250,000

Grant Expense: 270-55800-210-215-227641 Reserve Appropriation (to be transferred to appropriate expense account upon grant approval) \$250,000

Required Expense Match: 100-44300-210-215-227641 Software \$50,000

**RECOMMENDATION:**

Staff recommends the City Council authorize the City Manager or his designee to act as the city's authorized official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant as presented.

**DEPARTMENTAL CLEARANCES:**

Legal

Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Application

Presentation



## Motor Vehicle Crime Prevention Authority

### Fiscal Year 2027 Request for Applications – Catalytic Converter Theft Prevention Grant March 16, 2026

#### Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2027 (FY 2027) Request for Applications (RFA). Senate Bill 224 provides that, “The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state... may be appropriated to the Authority for the activities required by this section.” To implement SB 224, the MVCPA is providing Catalytic Converter Theft Prevention Grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register for at least thirty (30) days prior to the due date for Applications.

**All applications submitted will be for FY 2027.** If **previously** awarded an FY 2026 Catalytic Converter Theft Prevention Grant, the MVCPA may provide a FY 2027 grant subject to availability of funding and grantee’s positive program performance.

#### Due Date

Grant Applications from eligible applicants must be completely submitted on-line at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 8, 2026**. **First time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 8, 2026**.

#### Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards and guidelines:

- Texas Transportation Code Chapter 1006 (<https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm>)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57 ([https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=SEARCH\\_TAC](https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=SEARCH_TAC))
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts (<https://comptroller.texas.gov/purchasing/grant-management/>)
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals ([https://www.txdmv.gov/sites/default/files/body-files/MVCPA\\_2025\\_Grant\\_Administrative\\_Manual.pdf](https://www.txdmv.gov/sites/default/files/body-files/MVCPA_2025_Grant_Administrative_Manual.pdf))

This Request for Applications issued on March 16, 2026.

### **Eligible Applicants**

Only Texas law enforcement agencies through their city or county are eligible to apply for the FY 2027 Catalytic Converter Theft Prevention Grant funding.

### **Application Category**

**New Grant** – These are potentially annual grants subject to available legislative funding. A 20 % Cash Match is required for this application. Applicants meeting eligibility requirements may submit a new grant application to the priority established by the MVCPA in the FY 2027 RFA. New applicants shall email MVCPA at [GrantsMVCPA@txdmv.gov](mailto:GrantsMVCPA@txdmv.gov) from an official governmental agency email account to request an account and that access be established.

### **Grant Type**

**Reimbursement** – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

### **Grant Term**

The FY 2027 grant cycle is a one (1) year funding cycle to begin on September 1, 2026, and end August 31, 2027. Subject to availability of funding and grantee's positive program performance, the MVCPA may provide a FY 2028 grant using the same on-line application systems and prorated budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

### **Method of Application**

Grant Applications from eligible applicants shall be completely submitted on-line at <https://MVCPA.tamu.edu> on or before 5:00 PM, May 8, 2026. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

### **Resolution Required**

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The resolution shall provide that the governing body applies for the funds for the purpose provided in statute (SB 224 and this RFA) and agrees to return the grant funds in the event of loss or misuse and designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body that submits an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through Interlocal Cooperation Contract or agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791, and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official, then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

### **Program Category**

To be eligible for consideration for funding, a law enforcement taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

**Law Enforcement, Detection, and Apprehension** - provide financial assistance to support law enforcement agencies for economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, and fraud-related motor vehicle crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, burglary of a motor vehicle and fraud-related motor vehicle crime through the enforcement of law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes the development of uniform programs to prevent stolen motor vehicles and stolen catalytic converters from entering Mexico or being removed from Texas through outbound seaports.

**Prosecution/Adjudication/Conviction** - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of catalytic converter theft.

**Prevention, Anti-Theft Devices and Automobile Registration** - provide financial support for taskforces to work with organizations and communities to reduce the incidence of catalytic converter theft. The application shall demonstrate how financial support will assist motor vehicle owners to reduce catalytic converter theft.

**Reduction of the Sale of Stolen Vehicles or Parts** - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of catalytic converters. Applicants will develop organized methods to combat the sale of stolen catalytic converters using any of the following: vehicle identification number (VIN) inspections; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent sale of stolen catalytic converters.

**Educational Programs and Marketing** - provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist motor vehicle owners in detecting and preventing catalytic converter theft. Develop and provide specialized training or education program(s) to the public on detecting and preventing catalytic converter theft, law enforcement on interdiction and prosecution, and government officials on detecting and preventing catalytic converter theft in this state.

#### **Priority Funding**

The MVCPA enabling statute provides that “The authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution.” (Tex. Transp. Code §1006.151(c); SB 224). In addition, the following grant features will be given priority consideration in evaluating new grant applications:

**Continuing Funded Programs in Compliance with MVCPA Grant Conditions** - Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA grant program. Applicants must provide the ongoing need and their progress and impactful performance toward detecting and preventing catalytic converter theft. The applicant must describe the experience and qualifications of investigators used in the program and how utilization of grant inventory and resources for continued operation of these specialized investigative grant programs are useful for state and local governments.

**Programs to Combat Organized Catalytic Converter Crime** - Applications for detecting and preventing catalytic converter theft enforcement teams that introduce, increase, or expand efforts to detect and prevent theft of catalytic converters by organized crime.

**Border and Port Security** - Applications that provide specific initiatives to identify and prevent stolen catalytic converters from crossing the border with Mexico using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

**Use of Technology** - Applications that incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

**Theft of Parts from a Motor Vehicle** - Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

**Dedicated Prosecutors** - Applications that incorporate a dedicated prosecutor to increase the priority of catalytic converter theft prosecutions and decrease the number of repeat offenders through successful and timely prosecution efforts.

### **Supporting Documents**

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

### **Supplanting Prohibited**

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (43 Texas Administrative Code §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

### **Cash Match Requirement**

All applications for programs must provide at least a twenty (20%) percent cash match (Texas Administrative Code Title 43 §57.36). Multijurisdictional agencies must provide details for the method of cash match in intergovernmental agreements (Texas Government Code, Chapter 791). Cash match must meet the requirements provided in TxGMS.

### Formulas to calculate cash match:

1. Total MVCPA grant funds requested multiplied by percentage of match required = Total Amount of Cash Match Required
2. Total Program Cost minus Total Cash Match Required = Total Authority Grant Request

**NICB in Lieu of Cash** - Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be counted and reported as in lieu of cash match. Time certifications are required to be made by the employee for these positions as required by TXGMS. Applicants must meet the obligation expressed as cash match in the event NICB cannot meet its obligation.

### **In-Kind Match**

Only include in-kind match if necessary for the local jurisdiction. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat catalytic converter theft; 2) reflect how the grant program fits into jurisdictions'

operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant and in-kind.

### Reporting and Webinar Attendance Requirements

Applicants that are awarded grants will be required to provide:

- **Quarterly Progress Reports** - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward meeting statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.
- **Quarterly Financial Reports** - Reports of actual expenses incurred are required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.
- **Microsoft Teams Attendance: One grant representative** from the applicant agency is required to attend a monthly session via **Teams** that includes information on MVCPA grant administration. **One law enforcement officer** is also required to attend the monthly information sharing and networking sessions on law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

### Funding Requirements and Conditions

- a. State Funds Availability - All awards by the MVCPA are subject to availability of state funds.
- b. Right of Refusal - The Authority reserves the right to reject any or all of the applications submitted.
- c. Awards - Publishing the RFA does not legally obligate the Authority to fund any programs.
- d. Partial Funding - The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
- e. Substitution - The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
- f. Application Required - Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.
- g. No Alternative Application Submission - Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
- h. Review Criteria - Authority staff and any designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
- i. Questions and Clarification - During the review period, the applicant may be contacted by Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.
- j. Final Selection - The Authority may select and award programs that best meet the statutory and legislative purposes of SB 224 and that reflect its current priorities. No appeal may be made regarding the Authority's decisions.
- k. Changes in Application - If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.
- l. Delayed Start - An applicant that is awarded a grant and does not begin operations within 30 days of the

issuance of the Statement of Grant Award is considered terminated.

- m. Application instructions - the MVCPA will provide additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and which must be followed during the application and award process.
- n. Program Income - is defined in the TxGMS. Current grantees carrying forward program income to future years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual.
- o. TCOLE Certification Required - The Primary Law Enforcement Grantee must attest compliance with TCOLE licensing requirements for peace officers.

**Selection Process:**

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review. Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified within ten (10) working days after the due date.

**Application Workshop**

Potential applicants are **required** to attend the in person “Motor Vehicle Crime Prevention Authority Grant Application Workshop” which has been scheduled for: **April 8, 2026 from 8:00 AM - 5:00 PM** at:

Eilan Hotel & Spa  
18603 La Cantera Terrace  
San Antonio, Texas 78256  
Phone #: 210-598-2900  
Website: [www.eilanhotel.com](http://www.eilanhotel.com)

The informational session will provide details on the grant Application process including grant eligibility requirements, completing the various Application sections, and the grant cycle timeline. At least one representative of the potential grant applicant should be present at this workshop.

**Contact Person**

William Diggs, MVCPA Director,  
Texas Motor Vehicle Crime Prevention Authority 4000 Jackson Avenue  
Austin, Texas 78731  
(512) 465-1485  
[GrantsMVCPA@txdmv.gov](mailto:GrantsMVCPA@txdmv.gov)

Issued in Austin, Texas on March 15, 2026, William Diggs, MVCPA Director

## **MVCPA Application Checklist**

Each Applicant must:

- 1) Complete the on-line Application on or before **5:00 PM, May 8, 2026.**
- 2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, May 8, 2026.**

**Appendix A**

**Updated Sample Motor Vehicle Crime Prevention Authority Resolution**

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2027 [Blank] City / County Resolution or Order or Ordinance

**Motor Vehicle Crime Prevention Authority**

**2027 Blank City / County Resolution**

**Catalytic Converter Theft Prevention Grant Program**

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, [GOVERNMENTAL ENTITY] has agreed that in the event of loss or misuse of the grant funds, [GOVERNMENTAL ENTITY] agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [TITLE] is designated as the Program Director and [TITLE] is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

NAME:

TITLE: County Judge / Mayor / City Manager



SB 224 CATALYTIC  
CONVERTER GRANT

RS-26-073

May 5, 2026

# SB 224 Catalytic Converter Grant Application

- The Killeen Police Department seeks approval to submit an application for the FY 27 SB 244 Catalytic Converter Grant through the Texas Motor Vehicle Crime Prevention Authority (MVCPA).
- This grant is a key component of the department's ongoing strategic initiative to address the challenges of vehicle and catalytic converter theft, as well as violent crime, through the use of advanced technology and real-time data analysis.
- The department plans to utilize this grant funding to allow to continue the Flock License Plate Reader program for an additional two years. The program has become a cornerstone of our Real Time Crime Center initiative.

# SB 224 Catalytic Converter Grant Acceptance

3

- The MVCPA requires a resolution from the governing authority agreeing to the terms of the grant as a prerequisite for considering our application.
- If awarded, the grant funding will be used to maintain the department's existing technological capabilities and camera systems, enabling more effective monitoring of areas with high criminal activity throughout the City of Killeen.

# Funding

4

- Total Project Funding: \$300,000 (estimated)
  - TMVCPA Funds: \$250,000.
  - Cash Match: \$50,000.
  
- KPD has submitted the for the Cash Match in the Capital Software Subscription account in the proposed FY27 department budget.

# Recommendation

- Staff recommends that the City Council authorize the City Manager or their designee to serve as the city's official representative to apply for, accept, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program, as well as to execute all necessary documents related to the grant. The City of Killeen must also commit to ensuring that any misuse or loss of grant funds will be fully reimbursed to the MVCPA.



# City of Killeen

## Staff Report

File Number: RS-26-074

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Consider a memorandum/resolution authorizing an agreement with Target Solutions (TIPS Contract #23010402) for Water Damage Repair at Stonetree Golf Course Clubhouse, in the amount of \$137,676.00.

**DATE:** May 5, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Laurie Wilson, Assistant City Manager

**SUBJECT:** Agreement with Target Solutions for Water Damage Repairs at the Stonetree Golf Course Clubhouse.

### **BACKGROUND AND FINDINGS:**

During the winter freeze the week of January 26, 2026, a copper water line broke on the south side exterior wall of the Stonetree Golf Course Clubhouse and caused significant water damage to certain walls, cabinetry, and flooring. Damage was isolated to the main level and includes portions of the foyer, foyer closets, front meeting room, serving area, hallways, dining room, side entry, and breezeway. The Pro shop and offices were unaffected and the kitchen remains operational so the damage has not impacted the regular course of business.

A TML adjuster came out on January 28 to assess the damage and has since approved a quote for repairs. A quote was received from Target Solutions for \$137,676.00 to repair all damage covered by TML. Repairs include wood flooring replacement in multiple rooms, replacement of sheet rock, damaged cabinetry and other woodwork, painting and staining, and other miscellaneous repairs. The project is expected to be completed in 60 days from the start of construction.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

Staff recommends the City Council authorize the City Manager, or his designee, to enter into an agreement with Target Solutions for water damage repairs at the Stonetree Golf Course Clubhouse in the amount of \$137,676.00, and authorize the City Manager, or his designee, to execute any and all change orders as permitted by state and local law.

### **CONFORMITY TO CITY POLICY:**

Yes, entering into an agreement with Target Solutions conforms to city policy based on their TIPS Contract #23010402. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) 271.102 (c); A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

**FINANCIAL IMPACT:**

**What is the amount of the revenue/expenditure in the current fiscal year? For future years?**

The amount is \$137,676.00 in FY26. No anticipated expenses in future years for this project.

**Is this a one-time or recurring revenue/expenditure?**

This is a one-time revenue and expenditure.

**Is this revenue/expenditure budgeted?**

No.

**If not, where will the money come from?**

Funding for Claims & Damages expense will be appropriated at year end budget amendment in conjunction with Insurance Proceeds revenue.

**Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?**

Upon approval of year end budget amendment, funding will be sufficient in 623-54750-170-172-600530.

**RECOMMENDATION:**

Staff recommends the City Council authorize the City Manager, or their designee, to execute an agreement with Target Solutions for water damage repairs at the Stonetree Golf Course Clubhouse in the amount of \$137,676.00 and authorize the City Manager or designee to execute any and all change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Finance  
Building Services

**ATTACHED SUPPORTING DOCUMENTS:**

Quote

Contract Verification  
TIPs Contract Summary  
Certification of Interested Parties  
Presentation



## Target Solutions

6900 N State Hwy 6  
Waco, TX 76712  
877-741-9026

Client: Stone Tree Golf Club Rebuild  
Property: 1600 Stonetree Dr  
Killeen, TX 76543

Home: (254) 681-7287

Operator: JEREMY

Estimator: Jeremy Krumnow  
Company: Target Solutions  
Business: 334 Goodway Dr  
Belton, TX 76512

Business: (254) 405-0725  
E-mail: Jeremy@TargetTeam.com

Type of Estimate: Freeze  
Date Entered: 1/29/2026

Date Assigned:

Price List: TXBT8X\_JAN26  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: STONETREE-FREZ-20261

Target Solutions LLC., is pleased to offer our proposal for the below referenced project and scope of work:

### **Project: Stone Tree Golf Club Rebuild**

### **Scope: City Of Killeen Stone Tree Golf Course**

**Proposed Cost: \$137,676.00**

**Tips: 23010402**

This estimate is subject to the following qualifications:

1. This estimate is based upon a specific scope of work that may have been developed for **Stone Tree Golf Club Rebuild** reps, and, is subject to revision should the scope change after submittal of estimate.
2. Unless specifically stated otherwise, this proposal is based upon performing the work during normal working hours and on a 40 hour per week schedule. Overtime, expediting materials, and after hours labor will be performed upon written directive of client authorized agent and subject to additional incurred cost.
3. The project duration is estimated as 60 working days this includes lead times for Mill Work.
4. All work shall be performed to match pre-loss conditions utilizing materials of like kind and quality.
5. Any cost associated with "Code Upgrades" as may be required by local jurisdiction having authority, unless specifically covered by the estimate, will be billed at an additional cost.
6. Unless specifically stated otherwise, we exclude the cost to provide architectural or engineering drawings.
7. Unless specifically stated otherwise, we exclude the cost of any third party consultants.
8. Please note that the estimate may contain a separate folder, usually listed first, named "Open Items," for items of yet unknown



## Target Solutions

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6900 N State Hwy 6  
Waco, TX 76712  
877-741-9026

or unclear scope.

### **Noted Inclusion/Exclusions:**

1. Accelerated scheduling to include overtime is excluded
2. After normal working hours labor is excluded
3. Expediting materials, when and where available, is excluded
4. Architectural fees for permit Construction Documents are excluded
5. Engineering fees for permit Construction Documents are excluded
6. Interior Designer fees for finish product selection are excluded

### **We specifically exclude:**

1. Cost of Emergency Response or Mitigation services.
2. Relocation cost of any parties.
3. Contents cleaning.
4. Concealed damages or Code Required Upgrades.
5. Any cost associated with furniture, fixtures, or equipment (FF&E).
6. Payment and performance bonds.
7. Prevailing wage requirements.

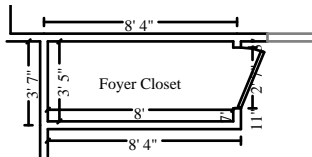


**CONTINUED - FOYER**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
12. Paint chair rail - one coat	243.04 LF		0.00	1.07	0.00	52.02	312.07
13. Seal & paint base shoe or quarter round	91.14 LF		0.00	0.93	0.00	16.96	101.72
14. Base shoe	91.14 LF		0.00	1.79	0.00	32.62	195.76
15. R&R Stair Skirt/Apron - open side - paint grade	30.00 LF		2.46	65.55	0.00	408.06	2,448.36
16. Seal (1 coat) & paint (1 coat) stair skirt/apron	30.00 LF		0.00	7.65	0.00	45.90	275.40
<b>Totals: FOYER</b>					<b>0.00</b>	<b>3,865.04</b>	<b>23,190.19</b>

**Foyer Closet**

**Height: 8'**



183.25 SF Walls	27.62 SF Ceiling
210.87 SF Walls & Ceiling	27.62 SF Floor
3.07 SY Flooring	22.91 LF Floor Perimeter
22.91 LF Ceil. Perimeter	

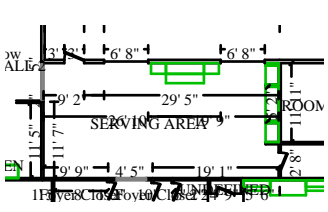
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Walls:</b>							
17. Contents - move out then reset	1.00 EA		0.00	67.65	0.00	13.54	81.19
18. Floor protection - cardboard and tape	27.62 SF		0.00	0.69	0.00	3.82	22.88
19. R&R 5/8" drywall - hung, taped, ready for texture	183.25 SF		0.44	2.85	0.00	120.58	723.47
20. Texture drywall - machine - knockdown	183.25 SF		0.00	1.19	0.00	43.62	261.69
21. R&R Casing - 2 1/4"	17.00 LF		0.53	2.72	0.00	11.04	66.29
22. Seal (1 coat) & paint (2 coats) casing	17.00 LF		0.00	2.37	0.00	8.06	48.35
23. Paint door or window opening - Large - 2 coats (per side)	1.00 EA		0.00	41.01	0.00	8.20	49.21
24. Seal/prime (1 coat) then paint (2 coats) the walls	183.25 SF		0.00	1.45	0.00	53.14	318.85
25. Final cleaning - construction - Commercial	27.62 SF		0.00	0.24	0.00	1.32	7.95
<b>Totals: Foyer Closet</b>					<b>0.00</b>	<b>263.32</b>	<b>1,579.88</b>





**CONTINUED - MEETING ROOM**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
132. Chair rail - 2 1/2"	68.48 LF		0.00	3.76	0.00	51.50	308.98
133. Seal (1 coat) & paint (1 coat) chair rail	68.48 LF		0.00	1.57	0.00	21.50	129.01
36. Seal/prime (1 coat) then paint (2 coats) the walls	547.87 SF		0.00	1.45	0.00	158.88	953.29
128. R&R Window sill	32.00 LF		0.74	3.41	0.00	26.56	159.36
129. R&R Window stool & apron	6.00 LF		0.80	9.02	0.00	11.78	70.70
130. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	34.86	0.00	13.94	83.66
37. R&R Interior double door - solid alder - paneled - pre-hung	1.00 EA		24.22	1,224.17	0.00	249.68	1,498.07
38. R&R Door lite insert - full lite	2.00 EA		19.68	365.56	0.00	154.10	924.58
39. Paint door slab only - 2 coats (per side)	4.00 EA		0.00	41.97	0.00	33.58	201.46
40. Paint door or window opening - 2 coats (per side)	2.00 EA		0.00	34.86	0.00	13.94	83.66
41. Detach & Reset Door knob - interior	2.00 EA	24.26	0.00	0.00	0.00	9.70	58.22
42. R&R Door jamb per LF - interior - paint grade - 4 9/16"	34.00 LF		0.39	5.12	0.00	37.48	224.82
<b>Floors:</b>							
43. R&R Pre-finished - pre-distressed / hand scraped	293.13 SF		2.46	17.68	0.00	1,180.72	7,084.36
44. Add for glued down wood flooring application over concrete	293.13 SF		1.58	1.32	0.00	170.02	1,020.10
45. R&R Base shoe - stain grade	68.48 LF		0.20	1.87	0.00	28.36	170.12
46. Final cleaning - construction - Commercial	293.13 SF		0.00	0.24	0.00	14.08	84.43
<b>Totals: MEETING ROOM</b>					0.00	2,394.26	14,365.34



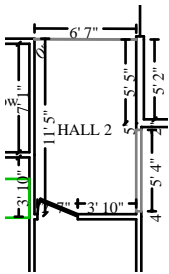
<b>SERVING AREA</b>		<b>Height: 8'</b>
876.85 SF Walls	615.87 SF Ceiling	
1,492.71 SF Walls & Ceiling	615.87 SF Floor	
68.43 SY Flooring	107.99 LF Floor Perimeter	
117.69 LF Ceil. Perimeter		

**Missing Wall - Goes to Floor**      **4' 4 15/16" X 6' 8"**      **Opens into FOYER**  
**Missing Wall - Goes to Floor**      **5' 3 1/2" X 6' 8"**      **Opens into HALL\_2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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**CONTINUED - SERVING AREA**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Walls:</b>							
47. Batt insulation - 4" - R13 - paper / foil faced	287.97 SF		0.00	1.25	0.00	72.00	431.96
48. 5/8" drywall - hung, taped, ready for texture	37.33 SF		0.00	2.85	0.00	21.28	127.67
<b>Flooring:</b>							
49. Pre-finished - pre-distressed / hand scraped	615.87 SF		0.00	17.68	0.00	2,177.72	13,066.30
50. Add for glued down wood flooring application over concrete	615.87 SF		0.00	1.32	0.00	162.60	975.55
51. Base shoe - stain grade	107.99 LF		0.00	1.87	0.00	40.38	242.32
<b>Finish</b>							
52. R&R Door opening (jamb & casing) - 32"to36"wide - stain grade	2.00 EA		6.60	239.98	0.00	98.64	591.80
53. R&R Door opening (jamb & casing) - 36"to60"wide - stain grade	1.00 EA		6.60	278.99	0.00	57.12	342.71
131. Stain & finish casing	71.00 LF		0.00	1.73	0.00	24.56	147.39
54. Judges paneling - raised panel - hardwood	37.33 SF		0.00	42.50	0.00	317.30	1,903.83
55. Stain and finish wood judges paneling	876.85 SF		0.00	5.20	0.00	911.92	5,471.54
56. Additional cost to pre-stain wood judges paneling	37.33 SF		0.00	2.36	0.00	17.62	105.72
57. Stain & finish chair rail	3,455.64 LF		0.00	1.73	0.00	1,195.66	7,173.92
58. Stain & finish baseboard w/cap &/or shoe, oversized	107.99 LF		0.00	2.25	0.00	48.60	291.58
59. Final cleaning - construction - Commercial	615.87 SF		0.00	0.24	0.00	29.56	177.37
<b>Totals: SERVING AREA</b>					0.00	5,174.96	31,049.66


**HALL 2**
**Height: 8'**

199.92 SF Walls	75.28 SF Ceiling
275.20 SF Walls & Ceiling	75.28 SF Floor
8.36 SY Flooring	24.11 LF Floor Perimeter
29.40 LF Ceil. Perimeter	

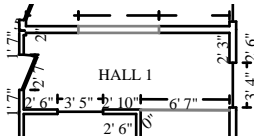
**Missing Wall**
**6' 7 7/16" X 8'**
**Opens into HALL\_1**
**Missing Wall**
**0" X 8'**
**Opens into HALL\_1**
**Missing Wall - Goes to Floor**
**5' 3 1/2" X 6' 8"**
**Opens into SERVING\_AREA**

**CONTINUED - HALL 2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Walls:</b>							
60. Batt insulation - 4" - R13 - paper / foil faced	64.29 SF		0.00	1.25	0.00	16.08	96.44
61. Floor protection - cardboard and tape	75.28 SF		0.00	0.69	0.00	10.38	62.32
62. Seal/prime (1 coat) then paint (2 coats) the walls	199.92 SF		0.00	1.45	0.00	57.98	347.86
<b>Flooring:</b>							
63. Floor Cleaning Technician - per hour	8.00 HR		0.00	52.19	0.00	83.50	501.02
<b>Finish</b>							
64. Judges paneling - raised panel - hardwood	64.29 SF		0.00	42.50	0.00	546.46	3,278.79
65. Stain and finish wood judges paneling	64.29 SF		0.00	5.20	0.00	66.86	401.17
66. Additional cost to pre-stain wood judges paneling	64.29 SF		0.00	2.36	0.00	30.34	182.06
67. Stain & finish chair rail	24.11 LF		0.00	1.73	0.00	8.34	50.05
68. Stain & finish baseboard w/cap &/or shoe, oversized	24.11 LF		0.00	2.25	0.00	10.86	65.11
69. Final cleaning - construction - Commercial	75.28 SF		0.00	0.24	0.00	3.62	21.69
<b>Totals: HALL 2</b>					0.00	834.42	5,006.51

**HALL 1**

**Height: 8'**



243.96 SF Walls	87.68 SF Ceiling
331.64 SF Walls & Ceiling	87.68 SF Floor
9.74 SY Flooring	29.50 LF Floor Perimeter
35.50 LF Ceil. Perimeter	

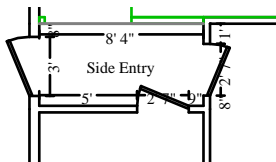
<b>Missing Wall</b>	<b>6' 7 7/16" X 8'</b>	<b>Opens into HALL_2</b>
<b>Missing Wall</b>	<b>0" X 8'</b>	<b>Opens into HALL_2</b>
<b>Missing Wall - Goes to Floor</b>	<b>6' X 6' 8"</b>	<b>Opens into BREEZE_WAY</b>

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Walls:</b>							
70. R&R Batt insulation - 4" - R13 - paper / foil faced	78.65 SF		0.25	1.25	0.00	23.60	141.57
71. Floor protection - cardboard and tape	87.68 SF		0.00	0.69	0.00	12.10	72.60

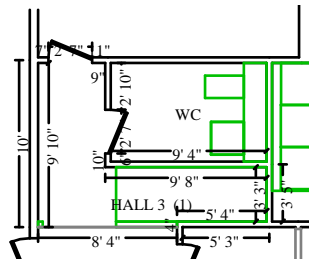


**CONTINUED - Dining Room**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Finish</b>							
87. R&R Door opening (jamb & casing) - 32"to36"wide - stain grade	1.00 EA		6.60	239.98	0.00	49.32	295.90
88. Custom cabinets - base units - Premium grade	18.50 LF		0.00	731.68	0.00	2,707.22	16,243.30
89. Judges paneling - raised panel - hardwood	164.52 SF		0.00	42.50	0.00	1,398.42	8,390.52
90. Stain and finish wood judges paneling	164.52 SF		0.00	5.20	0.00	171.10	1,026.60
91. Additional cost to pre-stain wood judges paneling	207.19 SF		0.00	2.36	0.00	97.80	586.77
92. Stain & finish chair rail	77.70 LF		0.00	1.73	0.00	26.88	161.30
93. Stain & finish baseboard w/cap &/or shoe, oversized	77.70 LF		0.00	2.25	0.00	34.96	209.79
94. Final cleaning - construction - Commercial	365.13 SF		0.00	0.24	0.00	17.52	105.15
<b>Totals: Dining Room</b>					0.00	5,451.30	32,707.95


**Side Entry**
**Height: 8'**

133.44 SF Walls	34.78 SF Ceiling
168.22 SF Walls & Ceiling	34.78 SF Floor
3.86 SY Flooring	16.68 LF Floor Perimeter
16.68 LF Ceil. Perimeter	


**Subroom: HALL 3 (1)**
**Height: 8'**

310.39 SF Walls	72.78 SF Ceiling
383.18 SF Walls & Ceiling	72.78 SF Floor
8.09 SY Flooring	38.80 LF Floor Perimeter
38.80 LF Ceil. Perimeter	

**Missing Wall**
**8' 4 1/16" X 8'**
**Opens into SIDE\_ENTRY**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Walls:</b>							
95. R&R Batt insulation - 4" - R13 - paper / foil faced	147.94 SF		0.25	1.25	0.00	44.38	266.30
96. Floor protection - cardboard and tape	107.56 SF		0.00	0.69	0.00	14.84	89.06





**Target Solutions**

6900 N State Hwy 6  
 Waco, TX 76712  
 877-741-9026

Total: Main Level **0.00    21,563.92    129,383.16**

**General Conditions**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
110. Commercial Supervision / Project Management - per hour	80.00 HR		0.00	74.64	0.00	1,194.24	7,165.44
111. Tandem axle dump trailer - per load - including dump fees	5.00 EA		187.90	0.00	0.00	187.90	1,127.40
<b>Totals: General Conditions</b>					<b>0.00</b>	<b>1,382.14</b>	<b>8,292.84</b>
<b>Line Item Totals: STONETREE-FREZ-20261</b>					<b>0.00</b>	<b>22,946.06</b>	<b>137,676.00</b>

**Grand Total Areas:**

14,718.02 SF Walls	6,087.52	SF Ceiling	20,805.55	SF Walls and Ceiling
12,175.05 SF Floor	1,352.78	SY Flooring	1,827.45	LF Floor Perimeter
0.00 SF Long Wall	0.00	SF Short Wall	1,901.25	LF Ceil. Perimeter
6,087.52 Floor Area	6,593.45	Total Area	14,882.11	Interior Wall Area
4,853.33 Exterior Wall Area	539.26	Exterior Perimeter of Walls		
0.00 Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00 Total Ridge Length	0.00	Total Hip Length		



## Target Solutions

---

6900 N State Hwy 6  
Waco, TX 76712  
877-741-9026

### Summary

Line Item Total	114,729.94
Overhead	11,473.03
Profit	11,473.03
<b>Replacement Cost Value</b>	<b>\$137,676.00</b>
<b>Net Claim</b>	<b>\$137,676.00</b>

---

Jeremy Krumnow



## Target Solutions

6900 N State Hwy 6  
Waco, TX 76712  
877-741-9026

### Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
<b>Line Items</b>	11,473.03	11,473.03
<b>Total</b>	<b>11,473.03</b>	<b>11,473.03</b>



**Recap by Room**

**Estimate: STONETREE-FREZ-20261**

**Area: Main Level**

<b>FOYER</b>	<b>19,325.15</b>	<b>16.84%</b>
Foyer Closet	1,316.56	1.15%
Foyer Closet 2	798.15	0.70%
<b>MEETING ROOM</b>	<b>11,971.08</b>	<b>10.43%</b>
<b>SERVING AREA</b>	<b>25,874.70</b>	<b>22.55%</b>
<b>HALL 2</b>	<b>4,172.09</b>	<b>3.64%</b>
<b>HALL 1</b>	<b>5,025.41</b>	<b>4.38%</b>
<b>Dining Room</b>	<b>27,256.65</b>	<b>23.76%</b>
<b>Side Entry</b>	<b>11,794.43</b>	<b>10.28%</b>
<b>Breeze way</b>	<b>285.02</b>	<b>0.25%</b>
<hr/>		
<b>Area Subtotal: Main Level</b>	<b>107,819.24</b>	<b>93.98%</b>
<b>Genral Conditions</b>	<b>6,910.70</b>	<b>6.02%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>114,729.94</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>114,729.94</b>	<b>100.00%</b>



**Recap by Category**

<b>O&amp;P Items</b>	<b>Total</b>	<b>%</b>
<b>CABINETRY</b>	<b>13,536.08</b>	<b>9.83%</b>
<b>CLEANING</b>	<b>801.88</b>	<b>0.58%</b>
<b>CONTENT MANIPULATION</b>	<b>202.95</b>	<b>0.15%</b>
<b>GENERAL DEMOLITION</b>	<b>2,954.97</b>	<b>2.15%</b>
<b>DOORS</b>	<b>1,955.29</b>	<b>1.42%</b>
<b>DRYWALL</b>	<b>2,063.57</b>	<b>1.50%</b>
<b>FLOOR COVERING - WOOD</b>	<b>17,271.00</b>	<b>12.54%</b>
<b>FINISH CARPENTRY / TRIMWORK</b>	<b>37,165.76</b>	<b>27.00%</b>
<b>FINISH HARDWARE</b>	<b>48.52</b>	<b>0.04%</b>
<b>INSULATION</b>	<b>1,514.63</b>	<b>1.10%</b>
<b>LABOR ONLY</b>	<b>7,641.28</b>	<b>5.55%</b>
<b>PAINTING</b>	<b>29,574.01</b>	<b>21.48%</b>
<b>O&amp;P Items Subtotal</b>	<b>114,729.94</b>	<b>83.33%</b>
<b>Overhead</b>	<b>11,473.03</b>	<b>8.33%</b>
<b>Profit</b>	<b>11,473.03</b>	<b>8.33%</b>
<b>Total</b>	<b>137,676.00</b>	<b>100.00%</b>

We appreciate the opportunity to offer our proposal. Should you have any questions with regards to this proposal please feel free to contact me at your earliest convenience.

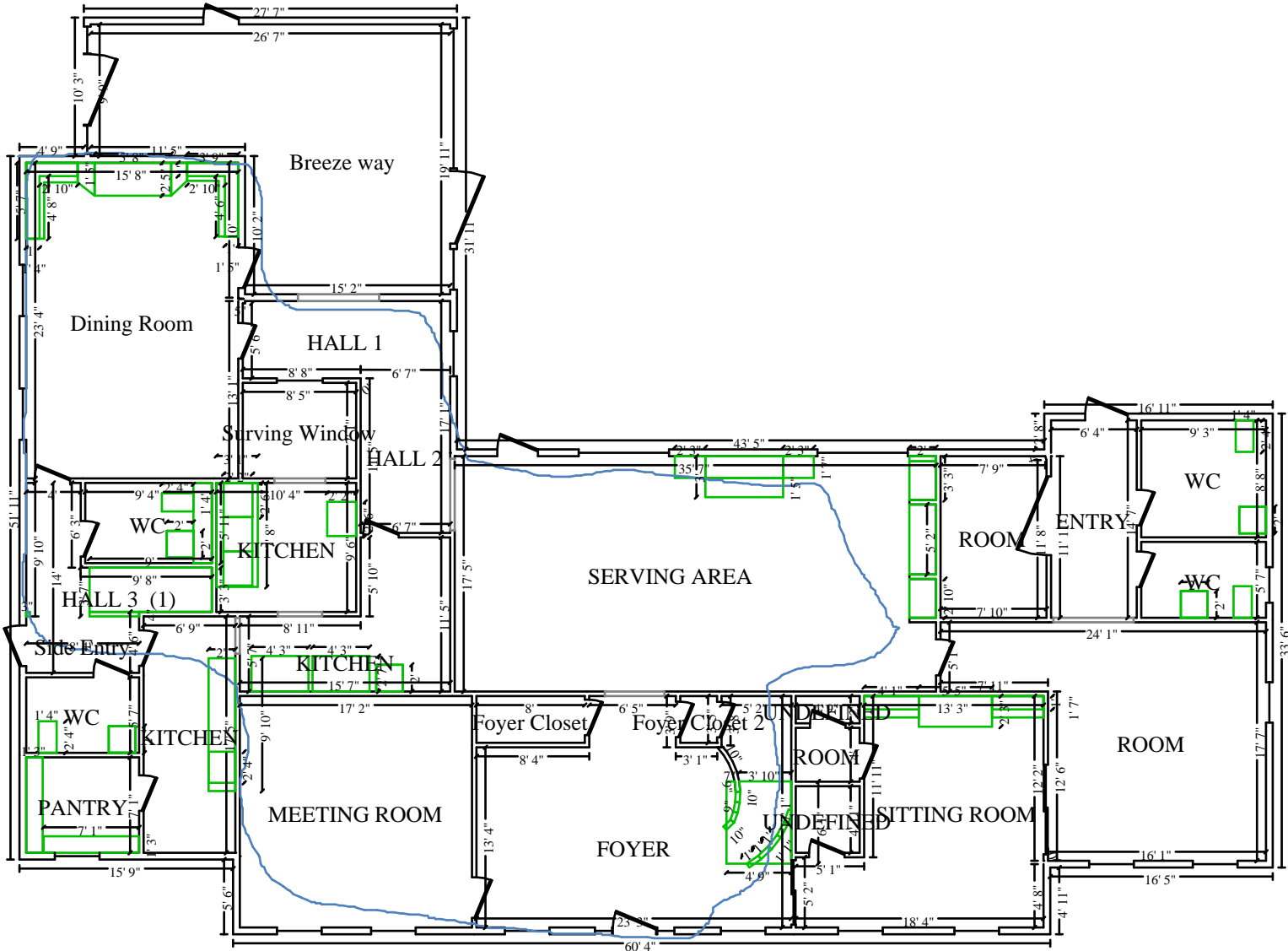
Sincerely,

Jeremy Krumnow

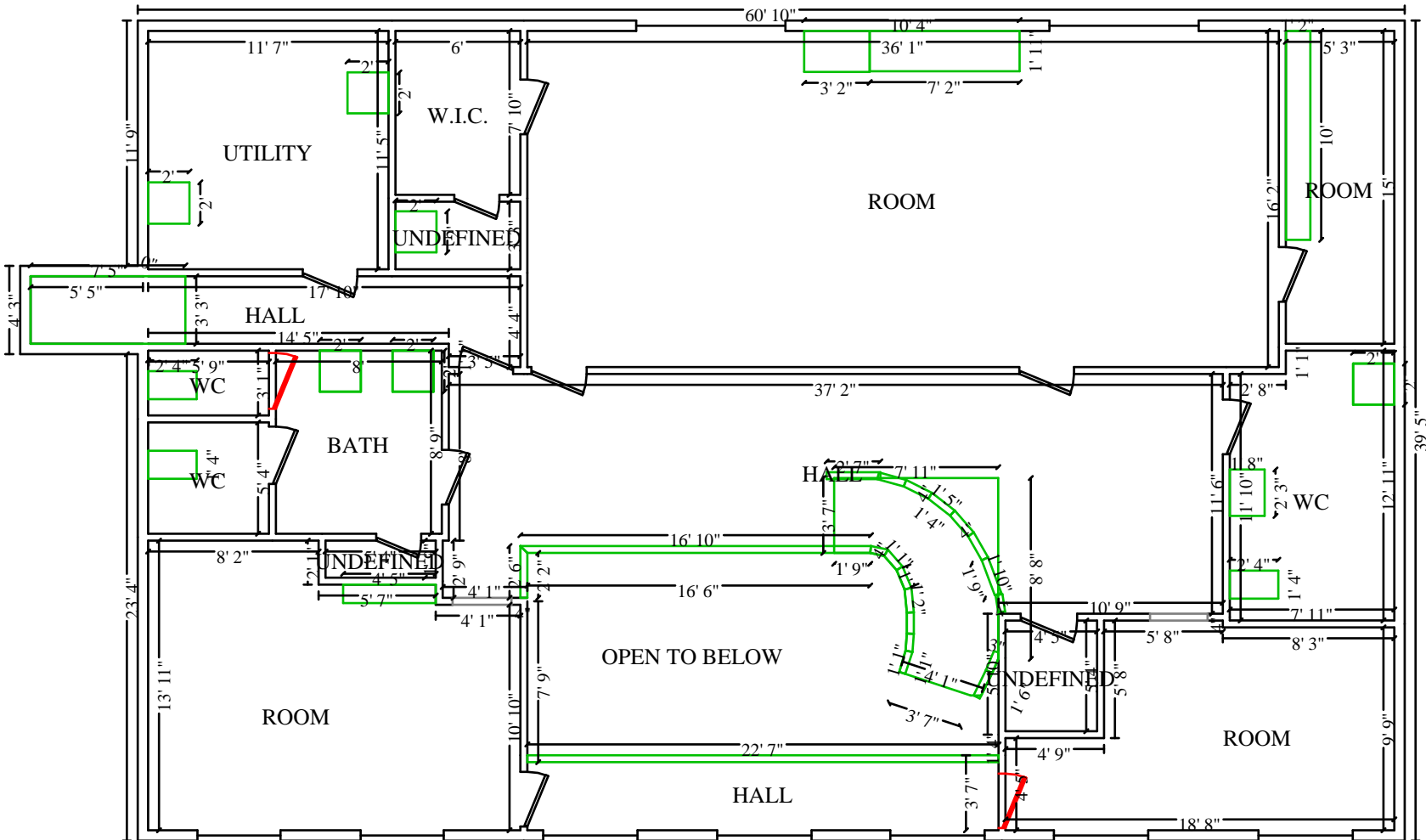
Target Solutions

Jeremy@TargetTeam.com

Mobile:



Main Level





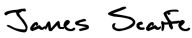
### Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signed by:  
  
 \_\_\_\_\_  
 FF5A8F0EF7E1418...  
 Signature

Cotton Commercial USA, Inc. dba Target Solutions

\_\_\_\_\_  
Company Name

James Scaife  
\_\_\_\_\_  
Printed Name

COO  
\_\_\_\_\_  
Title

4/27/2026 | 10:46 AM PDT  
\_\_\_\_\_  
Date

# The Interlocal Purchasing System

Purchasing Made Personal



Printed: April 27, 2026

www.targetteam.com



## Target Solutions / Cotton Commercial

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM**

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

### PAYMENT TO

ADDRESS **6900 N St Hwy 6**  
CITY **Waco**  
STATE **TX**  
ZIP **76712**

### TIPS CONTACT

NAME **Charlie Martin**  
PHONE **(866) 839-8477**  
FAX **(866) 839-8472**  
EMAIL **tips@tips-usa.com**

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N**

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

### Overview

Cotton Commercial USA, DBA Target Solutions. Target Solutions is a full service restoration and roofing company that specializes in turn key mitigation, reconstruction, remediation, and all methods of roofing services.

### AWARDED CONTRACTS

*"View EDGAR Doc" on Website*

Contract	Commodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2027	Yes
24060402	Roofing (JOC)	08/31/2026	Yes
25050101	Disaster Restoration and Emergency Recovery Services	07/31/2028	Yes
25050102	Disaster Restoration and Emergency Recovery Services (JOC)	07/31/2027	Yes
25100201	Asbestos and other Hazardous Contaminant Abatement and Disposal Services	01/31/2029	Yes
25100202	Asbestos and other Hazardous Contaminant Abatement and	01/31/2028	Yes

Contract	Commodity	Exp Date	EDGAR
	Disposal Services (JOC)		

## CONTACTS BY CONTRACTS

### 23010402

Name	Title	Phone	Email
Justin Philpott	COO Target Solutions	(254) 644-7360	Justin@targetteam.com
John Mercaldi	Commercial Proposal Manager	(832) 497-3161	John.Mercaldi@cottonteam.com
Jodie Thompson	Accounting Specialist	(832) 497-3161	AP@targetteam.com
Justin Philpott	COO Target Solutions	(254) 644-7360	justin@targetteam.com
April Rosier	Business Development	(123) 456-7890	april.rosier@targetteam.com

### 24060402

Name	Title	Phone	Email
Justin Philpott	COO Target Solutions	(254) 644-7360	Justin@targetteam.com
John Mercaldi	Commercial Proposal Manager	(832) 497-3161	John.Mercaldi@cottonteam.com
Jodie Thompson	Accounting Specialist	(832) 497-3161	AP@targetteam.com
Justin Philpott	COO Target Solutions	(254) 644-7360	justin@targetteam.com
April Rosier	Business Development	(123) 456-7890	april.rosier@targetteam.com

### 25050101

Name	Title	Phone	Email
Justin Philpott	COO	(254) 741-9026	Justin@targetteam.com
Adam Meyer	CEO	(254) 741-9026	ameyer@targetteam.com
Michelle Raborn	Admin Fee	(346) 587-6002	mraborn@targetteam.com

**25050102**

<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Justin Philpott	COO	(254) 741-9026	Justin@targetteam.com
Adam Meyer	CEO	(254) 741-9026	ameyer@targetteam.com
Michelle Raborn	Admin Fee	(346) 587-6002	mraborn@targetteam.com

**25100201**

<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Justin Philpott	COO	(254) 741-9026	Justin@targetteam.com
AJ Theriot	EVP	(254) 741-9026	atheriot@targetteam.com
Sandy Dominguez	Admin Fee	(254) 741-9026	Sandy@targetteam.com
Sandy Dominguez	PO Contact	(254) 741-9026	sandy@targetteam.com

**25100202**

<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Justin Philpott	COO	(254) 741-9026	Justin@targetteam.com
AJ Theriot	EVP	(254) 741-9026	atheriot@targetteam.com
Sandy Dominguez	Admin Fee	(254) 741-9026	Sandy@targetteam.com
Sandy Dominguez	PO Contact	(254) 741-9026	sandy@targetteam.com

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2026-1453414

Date Filed:  
 04/27/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Cotton Commercial USA Inc dba Target Solutions  
 Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Killeen

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 TBD  
 Rebuild for water loss

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

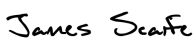
**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is James Scaife, and my date of birth is 12/16/1966.  
 My address is 840 W Sam Houston Pkwy N #225, Houston, TX, 77024, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 27 day of April, 2026.  
(month) (year)

Signed by:  


\_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)



**WATER DAMAGE REPAIRS  
STONETREE GOLF COURSE  
CLUBHOUSE**

RS-26-074

May 5, 2026

# Background

- ❑ A copper water line broke during January 2026 freeze on south side exterior wall of the Stonetree Golf Course Clubhouse
- ❑ Significant water damage occurred to walls, cabinetry, and flooring on main level (foyer, foyer closets, meeting room, serving area, hallways, dining room, side entry, and breezeway)
- ❑ Regular operations were not impacted
- ❑ TML Adjuster assessed the damage and approved a quote for the repairs

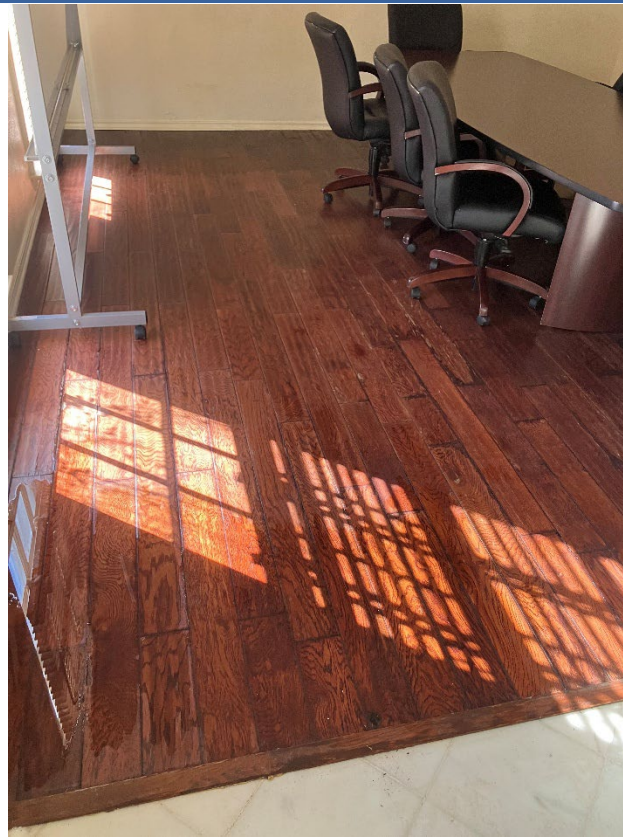
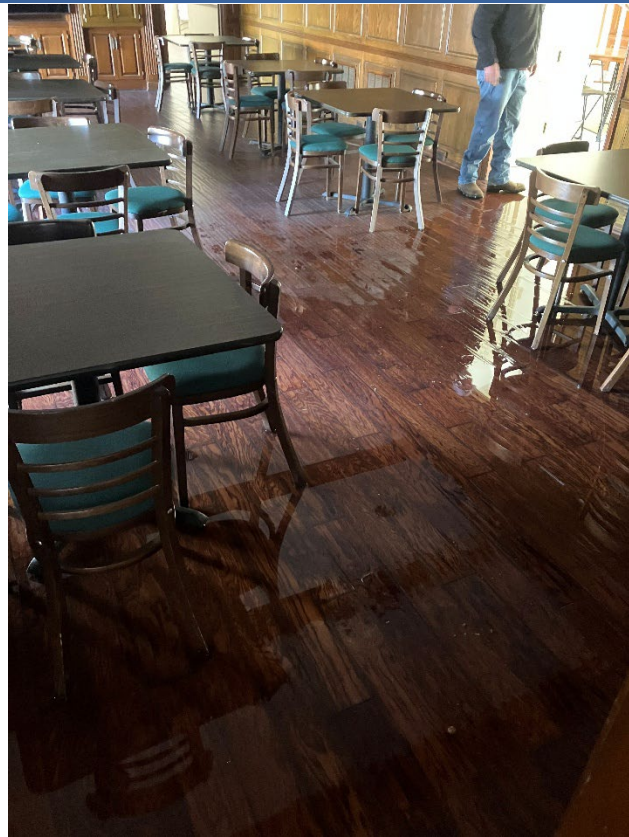
# Background

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# Background

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# Repairs

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- Quote received from Target Solutions through TIPS contract #23010402 in the amount of \$137,676 to repair all damage covered by TML
- Repairs include wood flooring replacement in multiple rooms, replacement of sheet rock, damaged cabinetry and woodwork, painting, staining and other miscellaneous repairs

# Repairs

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- Repairs are expected to take 60 days to complete & work should begin within 30 days of approval
- The Pro Shop and offices were unaffected; the kitchen had limited damage
- Operations can continue with limited impact for the duration of construction

# Recommendation

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Staff recommends the City Council authorize the City Manager, or his designee, to enter into an agreement with Target Solutions for water damage repairs at the Stonetree Golf Course Clubhouse in the amount of \$137,676.00 and authorize the City Manager, or his designee, to execute any and all change orders as permitted by state and local law



# City of Killeen

## Staff Report

File Number: DS-26-035

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Fiscal Year 2026 ADA Remediation



# ADA REMEDIATION FY 2026

DS-26-035

May 5, 2026

# Background

2

- To move forward with compliance to federal and state standards, staff proposes to remediate the following:
  - ▣ Projects include:
    - City-Owned Polling Locations:
      - City Hall (TDLR Project Closeout)
      - Lions Club Park Senior Center
      - Utilities Collections (Proposed FY27, Enterprise fund)
    - Rodeo Grounds

# Background: City Hall

- ❑ In the State of Texas, every municipality that engages in a project of \$50,000 or more must comply with Elimination of Architectural Barriers (16 TAC §68.20)
- ❑ The City Council Chamber Remodel (2018) project is still an outstanding project in the Texas Department of License and Regulation (TDLR) Texas Architectural Barriers (TAB) system.
- ❑ This means that until the project is closed, the city is subject to daily fines.
  - ❑ These issues are mirrored in the ADA Self-Evaluation reports (2019).

# Council Chamber Remodel (2018)

- The 2018 project was designed correctly and as requested.
  - The dais was originally designed and RAS-approved to seat (7).
- Changes to the dais design during construction altered the useable space, affecting the door clearances and the dais access ramp.
  - City expanded the dais to seat (8). This change was not reviewed/approved by the Registered Accessibility Specialist (RAS).
  - Current seating of (9) further exacerbates compliance and safety issues.
    - Recommend relocating CM back to staff box with City Attorney as designed.

# FY26 Remediation: City Hall

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## □ **Phase 1: TDLR Project Closeout**

- ▣ Parking/Entrance
- ▣ 1<sup>st</sup> Floor Restrooms
- ▣ 1<sup>st</sup> Floor Hallway
- ▣ Council Chamber

## □ **Phase II: Building Remediation**

- ▣ 2nd Floor Hallway
- ▣ Council Chamber
  - Rear Vestibule & Restroom
- ▣ Other items/areas as required by future projects

# FY26 Remediation: Senior Center

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- In addition to being a polling location, the Senior Center is an important part of the community and services thousands of citizens each year.
- Priorities Include:
  - ▣ Parking/Entrance
  - ▣ Restrooms
  - ▣ Accessible Routes

# Background: Rodeo Grounds

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- With 13,000+ visitors across the annual 3-day event, and 11 bookings currently scheduled for this fall, the 79-year-old Rodeo Grounds are a vital piece of Killeen's tourism, publicity, and history.
- Additionally, a rise in visitation is expected this year with the Women's Professional Rodeo Award (WPRA) 2025 Medium Rodeo of the Year award and the newest honor of being the only qualifying WPRA rodeo in the state for the Cheyenne Frontier Days.

# FY26 Remediation: Rodeo Grounds

8

- Current FY projects were selected to make the biggest impact with the available funds and timeline.
  - ▣ Accessible Parking – Completed March
  - ▣ Accessible Routes – Completed April
  - ▣ West Restrooms – TBD Summer 2026
  - ▣ Investigation of accessible seating options

# Next Steps

- City Staff is working cross-departmentally to address minor alterations, while plans are being made to remediate larger issues.
- A preliminary estimate of \$136,000 has been obtained to address improvements to parking, accessible pathways, and entrances for both City Hall and the Senior Center.
  - Based on the estimate, a Request for Proposals will be issued.
- Additional project costs totaling \$102,000 for both facilities will remediate remaining items in publicly accessed spaces.

# FY26 ADA Remediation Cost Estimates

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Facility	Cost Estimate	Percentage
City Hall	\$150,000	35%
Lions Club Park Senior Center	\$ 88,000	20%
Rodeo Grounds	\$135,000	31%
Maintenance Materials	\$ 5,000	1%
Contingency	\$ 56,000	13%
*Total:	\$434,000	100%

\*Total FY26 CIP funding available is \$434,000.00.

# Conclusion

- ADA compliance is an ongoing process.
- Once identified, items are remediated or resolved based on available funding.
- After the Request for Proposal process, staff will return to Council in July regarding the remediation work for City Hall and the Senior Center for accessible parking and entry.



# City of Killeen

## Staff Report

File Number: DS-26-036

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Discuss Parcels in Trust Program



PARCELS IN TRUST  
PROGRAM UPDATE

DS-26-036

May 5, 2026

# Background

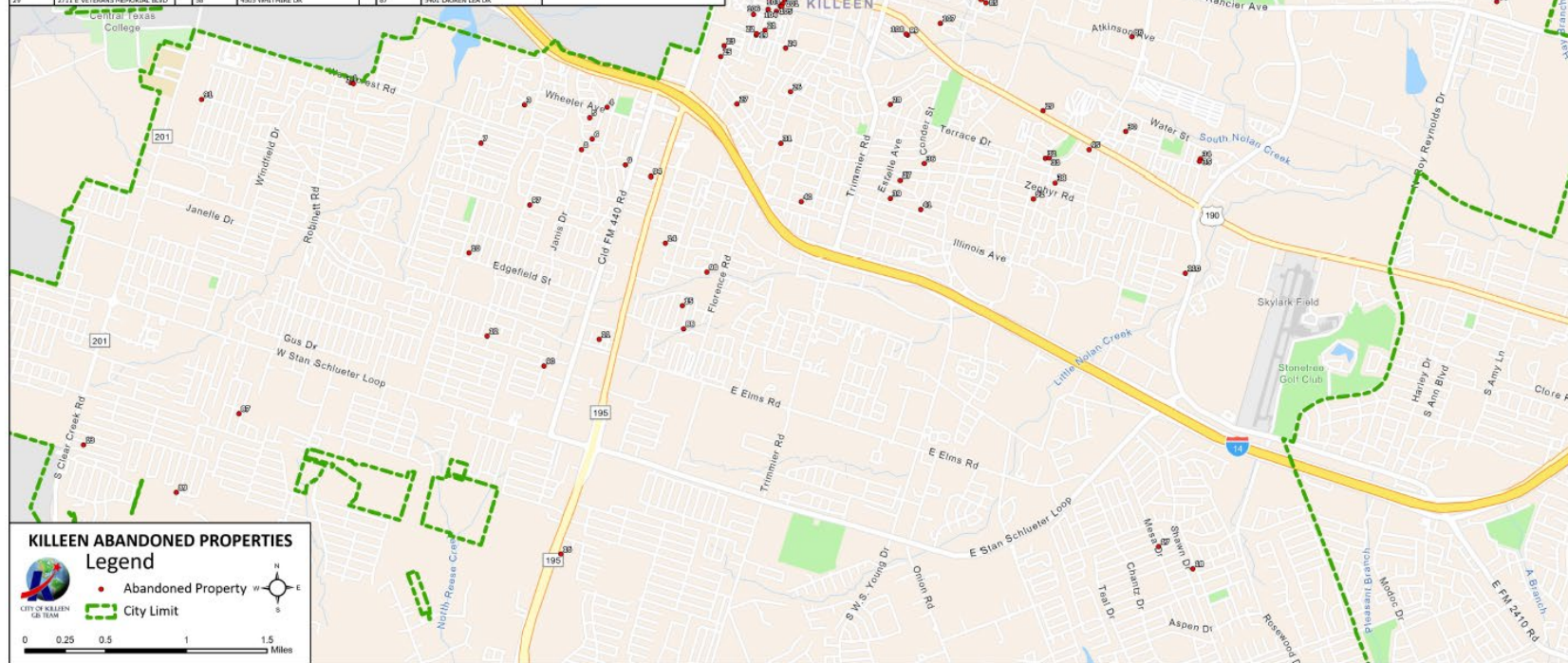
- On February 3, 2026, City Council approved a Motion of Direction directing staff to establish a Parcels in Trust program to foreclose on abandoned properties in accordance with LGC Sec. 272.001(g) and make them available for sale to a developer for the purpose creating of low to moderate income housing.

# Abandoned Properties in Killeen

3

- City staff estimates that there are currently approximately 114 properties in Killeen that have outstanding liens and are tax delinquent.

LocationID	PRIMARY ADDRESS	LocationID	PRIMARY ADDRESS	LocationID	PRIMARY ADDRESS	LocationID	PRIMARY ADDRESS
1	3605 WINTERCREST RD	30	3411 CONCORD AVE	59	807 WYNTHURST DR	88	3222 CANTABRIAN DR
2	3904 WINTERCREST RD	31	1807 LORNEPCE RD	60	1100 GRAY DR	89	1640 BIRCHWOOD DR
3	2299 CASCADE DR	32	2735 MADISON DR	61	310 BLAIR ST	90	4120 IVORY LN
4	1118 CHIPPENDALE DR	33	967 HIGHLAND AVE	62	201 W AVENUE C	91	2701 BLACK OCHRE DR
5	1860 RIDGEMAN DR	34	1317 38TH ST	63	802 BRYAN DR	92	1400 BRYAN DR
6	1228 MEADOW DR	35	319 38TH ST	64	1611 MADISON ST	93	203 W AVENUE C
7	8608 WOODLANDS DR	36	1211 CONNER ST	65	1407 GRAY DR	94	1207 WEST L
8	1307 JAMES DR	37	1310 METROPOLITAN DR	66	906 PRIMROSE DR	95	3108 E VETERANS MEMORIAL BLVD
9	1405 WEST LN	38	2907 JANE ST	67	1500 YORK AVE	96	1111 W TEXAS AVE
10	3315 WESTERN DR	39	1312 ESTER DR	68	1806 MUIR DR	97	1804 BOG BEND DR
11	3103 S FORT HOOD ST	40	2003 DELL DR	69	2008 LAKE RD	98	2504 POPPY DR
12	3905 CAMPT LN	41	1505 EMALI DR	70	512 VERNON ST	99	817 BLADE ST
13	3905 TRIPKAT CIR	42	2905 BIRCHMAN TRL	71	504 ELM ST	100	504 W AVENUE J
14	2401 CANNATION DR	43	2504 TRAVERSE DR	72	2011 ELKINS AVE	101	504 W AVENUE J
15	3210 VALENCIA DR	44	3610 NORTHCREEK DR	73	1405 N WIS YOUNG DR	102	505 W AVENUE K
16	3700 S FORT HOOD ST	45	3223 CHESTNUT DR	74	2004 COCKING DR	103	503 W AVENUE K
17	4701 GLENDALE DR	46	222 W CLARA AVE	75	802 W LITA ST	104	503 W AVENUE K
18	5101 WHITE ROCK DR	47	583 RHODE ISLAND DR	76	1308 CONNELL DA	105	600 W AVENUE K
19	6206 RAYMOND ST	48	2106 SILVERHILL DR	77	716 W AVENUE C	106	504 DOWPLE ST
20	26 S COLLIERE ST	49	1809 N 8TH ST	78	803 W AVENUE D	107	200 S 24TH ST
21	610 STRYKER ST	50	2601 CROSS TIMBER DR	79	2306 LAWS AVE	108	615 BRAKE ST
22	618 RAYMOND ST	51	2509 CROSS TIMBER DR	80	713 ALEXANDER ST	109	2209 EL DOMINCO DR
23	861 SANTA ROSA DR	52	1504 N 4TH ST	81	1101 PINE DR	110	1701 MARTIN LUTHER KING JR BLVD
24	861 W HALLMARK AVE	53	1511 N GRAY ST	82	701 HALL AVE	111	1502 N PAUL ST
25	961 SANTA ROSA DR	54	1507 N GRAY ST	83	403 GOODNIGHT DR	112	1006 STEWART ST
26	918 EVERGREEN DR	55	2008 WISGATE WAY	84	590 GREENGATE DR	113	807 CARDINAL AVE
27	612 W MARY JANE DR	56	200 W OLEAN AVE	85	403 GOODNIGHT DR	114	503 W AVENUE J
28	914 GARAGE AVE	57	1208 BRISCON CT	86	1308 BRISCON AVE		
29	2711 E VETERANS MEMORIAL BLVD	58	4505 WHITBYRE DR	87	5401 LAUREN LEA DR		



# Foreclosure Process

- In accordance with Texas Tax Code Sec. 33.91, a municipality may foreclose on a health and safety lien if:
  - ▣ The property is less than one acre;
  - ▣ Has been abandoned for at least one year; and
  - ▣ Has been tax delinquent for the last three (3) years.
  
- Of the 114 abandoned properties, approximately 35 meet the criteria set forth in Texas Tax Code Sec. 33.91, which means they are eligible for foreclosure proceedings.

# Abandoned Properties

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- In addition to the 35 properties that meet the criteria for foreclosure, staff has identified 46 properties that are lien burdened, vacant, and tax exempt.
- The next step toward making additional properties eligible for foreclosure proceedings will be to get these abandoned tax-exempt properties back on the tax rolls by filing protests with the Bell County Appraisal District.

# Next Steps

7

- City staff has taken steps to reclassify an existing position (Lien Collection Specialist) to a Revitalization Coordinator.
- Implementation of the new Parcels In Trust Program will be a primary responsibility of this position.
- The position is currently vacant and advertised on the City's website.
- Once the position is filled, staff will begin implementation of the program.

# Next Steps

- The first step toward implementation will be to establish an agreement with the Killeen Independent School District (KISD), Bell County, and Central Texas College (CTC) to transfer property that does not sell at a tax sale to the City to hold in trust.
- The City will also need partner with a law firm that specializes in tax foreclosures and initiate foreclosure proceedings on eligible properties.

# Parcels In Trust Program

- The Revitalization Coordinator will be actively involved in *all* tax sales for properties in Killeen.
- If a foreclosed property does not sell at a tax sale, the City will take ownership of the property and maintain it until such time as it is conveyed to a new owner.
- The Revitalization Coordinator will also be responsible for identifying abandoned tax-exempt properties and filing protests with the Appraisal District to return them to the tax rolls.

# Parcels In Trust Program

- Once some or all the properties have been foreclosed, the City will put out an RFP for development of the properties for purposes of creating low to moderate income housing.
- The City will then partner with a developer to redevelop the abandoned properties, create housing, and put the properties back on the tax roll.



# City of Killeen

## Staff Report

File Number: DS-26-037

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Discussion regarding Pavement Overlays for 2026



# PAVEMENT OVERLAYS FOR 2026

DS-26-037

May 5, 2026

# Background

- ❑ The City of Killeen maintains 566.24 centerline miles of paved roadways.
- ❑ On September 14, 2021, the council passed an ordinance to increase the street maintenance fee to \$10.00.
  - ❑ \$4.3M annually for pavement maintenance
  - ❑ \$4.0 M annually for street reconstruction
  - ❑ \$1.6M annually to repay the \$24M Bond for street reconstruction projects
- ❑ Pavement maintenance is performed by both outside contractors and the Public Works staff.

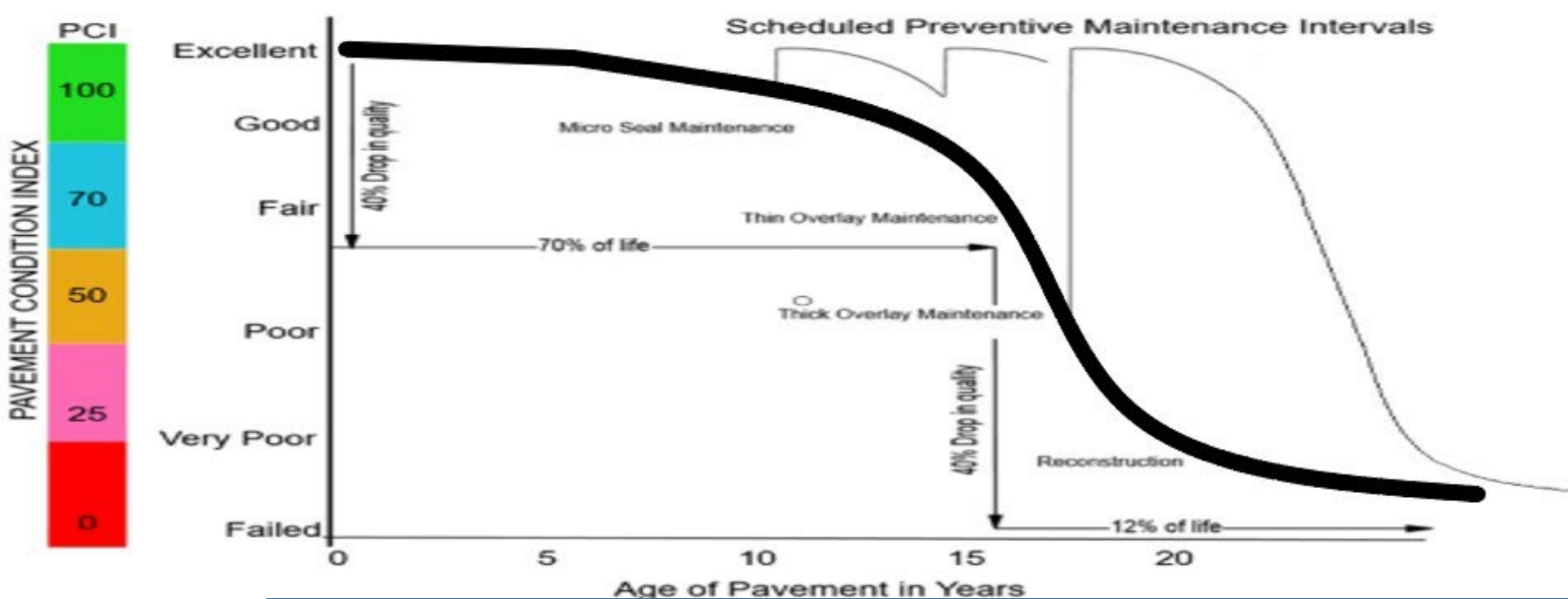
# Background

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- There are various types of street maintenance performed on our streets.
  - ▣ Crack Sealing (staff)
  - ▣ Patching (staff)
  - ▣ Pavement Markings (staff/contract)
  - ▣ Slurry Seal (contract)
  - ▣ Micro Paving (contract)
  - ▣ Milling and Overlays (contract)
- Locations of repairs are based on a Pavement Condition Index rating. (PCI)

# Background

- On October 24, 2023, authorized a professional service agreement with Transmap to survey the roadways and update the PCI values for the roadways, and prepare a five-year maintenance strategy.
- The overall goal is to maintain an average PCI of 77. Currently, the arterials are an average of 77, and residential streets are 72.



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## Pavement Condition Index (PCI) Curve

# Background

- Transmap has provided three years of PCI Rating for the City, 2013, 2019, and 2024.

Year	Arterials	Collectors	Residential	Total Average
2013	84	82	83	83
2019	75	72	76	76
2025	83*	76*	72*	76*

\* Roadway scanning was done at 100% of the roadways, previous years were sampled spacings with weighted average.

# Background

7

- Below are three Funding Scenarios and how they affect the PCI at 2029

Year	Do Nothing	#1	#2
Arterial	68	73	85
Collector	59	63	77
Residential	60	63	76

- Funding Scenario 1( \$4M Annual Budget): \$504,539 for Arterials, \$341,757 for Collectors, \$3,153,704 for Residential.
- Funding Scenario 2 (Maintain PCI): \$1.836M for Arterials, \$1.185M for Collectors, \$9.384M for Residential.



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Killeen 5 Year Workplan

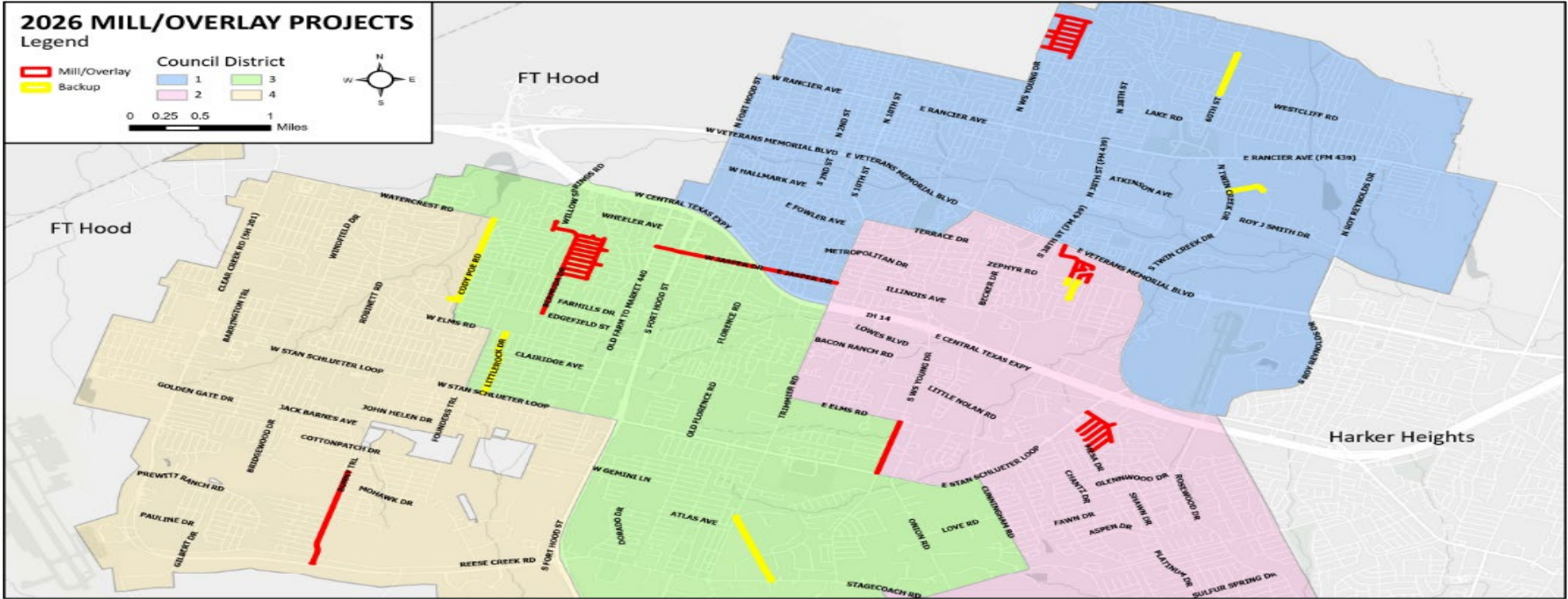
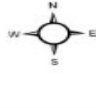
# 2026 MILL/OVERLAY PROJECTS

## Legend

**Mill/Overlay**  
Backup

**Council District**  
1 2 3 4

0 0.25 0.5 1 Miles



6

2026 Overlay Locations

# Background

## □ District 1 Overlay Locations

Street	From	To	Class
East Jasper Drive	Trimmier Road	CTE	Collector
Lamplight Drive	Chestnut Drive	Silverhill Drive	Residential
Spicewood Drive	Chestnut Drive	Silverhill Drive	Residential
Cimmeron Drive	North W.S. Young	Silverhill Drive	Residential
Carousel Drive	North W.S. Young	Silverhill Drive	Residential
Creekwood Drive	Chestnut Drive	Silverhill Drive	Residential
Coach Drive	North W.S. Young	Silverhill Drive	Residential

# Background

□ District 1 Overlay Locations

Street	From	To	Class
Chestnut Drive	Coach Drive	El Dorado Drive	Residential
Silverhill Drive	Shoemaker Dr.	El Dorado Drive	Residential

# Background

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## □ District 2 Overlay Locations

Street	From	To	Class
South W.S. Young	Elms Road	W. Stan Schlueter LP	Arterial
Haynes Drive	E. Veterans Mem.	Valley Forge Drive	Residential
Patriotic Street	Zephyr Road	Valley Forge Drive	Residential
Valley Forge Drive	Patriotic Street	Cul-de-sac	Residential
Yorktown Street	Valley Forge Drive	Saratoga Ave.	Residential
Saratoga Avenue	Patriotic St.	Cul-de-sac	Residential
Liberty Bell Loop	Zephyr Road	Zephyr	Residential
Greenlee Drive	E. Stan Schlueter	Green Valley Drive	Residential

# Background

## □ District 2 Overlay Locations

Street	From	To	Class
Edgewood Drive	Mesa Drive	Greenlee Drive	Residential
Timber Oak Drive	Mesa Drive	Greenlee Drive	Residential
Honeysuckle Drive	Mesa Drive	Greenlee Drive	Residential
Forest Hill Drive	Mesa Drive	Greenlee Drive	Residential
Green Valley Drive	Mesa Drive	Greenlee Drive	Residential

# Background

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## □ District 3 Overlay Locations

Street	From	To	Class
West Jasper Drive	CTE	Old 440 FTM.	Arterial
Quail Circle	Watercrest Road	Cul-de-sac	Residential
Corona Drive	Quail Circle	Goodhue Drive	Residential
Bermuda Drive	Goodhue Drive	Edgefield Street	Residential
Highline Drive	Bobby Lee Drive	End of Road	Residential
Bobby Lee Drive	Bermuda Drive	Grasslands Drive	Residential
Lee Ann Drive	Bermuda Drive	Grasslands Drive	Residential
West Lane	Bermuda Drive	Janis Drive	Residential

# Background

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## □ District 3 Overlay Locations

Street	From	To	Class
Leisha Drive	Bermuda Drive	Grasslands Drive	Collector
Mona Drive	Bermuda Drive	Grasslands Drive	Collector
Leader Drive	Bermuda Drive	Janis Drive	Collector
Sagebrush Drive	Bermuda Drive	Grasslands Drive	Residential
Rostan Drive	Bermuda Drive	Grasslands Drive	Residential
Big Bend Drive	Bermuda Drive	Grasslands Drive	Residential

# Background

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## □ District 4 Overlay Locations

Street	From	To	Class
Bunny Trail	Canadian River Loop	S. Clear Creek Rd.	Arterial

# Background

## □ Secondary Locations Based on Available Funding

Street	From	To	District
Swanner Loop	N. Twin Creek Drive	Jacobs Lane	District 1
N. 60 <sup>th</sup> St.	Westcliff Road	Crescent Drive	District 1
Dugger Circle	Zephyr Drive	Dugger Loop	District 2
Fox Creek Drive	Zephyr Drive	Cul-de-sac	District 2
Littlerock Drive	Elms Road	W. Stan Schlueter	District 3
Turkey Trot	Trimmier Road	Stagecoach Road	District 3
Cody Poe Road	Watercrest	Edgefield Street	District 4
Edgefield Street	Cody Poe Road	Barnacle Drive	District 4



# City of Killeen

## Staff Report

File Number: DS-26-038

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Discuss the May 12, 2026 Special Meetings to canvass the General and Special Elections and consider ordinances approving the canvass results



# City of Killeen

## Staff Report

File Number: DS-26-039

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Discuss Executive Search Firm for City Manager appointment