

City of Killeen

Agenda

City Council

Tuesday, August 4, 2026

5:00 PM

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

Call to Order and Roll Call

___ Joseph Solomon, Mayor	___ Jessica Gonzalez
___ Debbie Nash-King	___ Charles Kimble
___ Mellisa Brown	___ David Bass
___ Beverly Ann Williams	___ Anthony Kendrick

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-26-017](#) Employee Engagement Survey Results

Attachments: [Presentation](#)

Work Session

This section allows the City Council to receive presentations from staff on non-consent agenda items and discuss items on the regular session agenda.

Discuss agenda items 8 - 16 for the August 4, 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 complete a Citizen Speaker Registration form and present to the City Secretary. Each speaker will be limited to 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

This section shall provide for items that require action by the Council, but where no discussion is anticipated. By a single motion, second, and affirmative majority vote, items under this section are approved without presentation by staff or further discussion.

2. [RS-26-115](#) Consider a memorandum/resolution approving revisions to the bylaws for the Youth Advisory Commission.
 Attachments: [Current Bylaws](#)
 [Draft Bylaws](#)
 [Presentation](#)

3. [RS-26-116](#) Consider a memorandum/resolution authorizing the City Manager to enter into a Local On-System Improvement Project with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project.
 Attachments: [Agreement](#)
 [Presentation](#)

4. [RS-26-117](#) Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Scheibe Consulting, LLC., for the design of the Low Water Crossing Flood Mitigation Phase 1 Project, in the amount of \$130,563.05
 Attachments: [Agreement](#)
 [Proposal](#)
 [Contract Verification Form](#)
 [Certificate of Interested Parties](#)
 [Presentation](#)

5. [RS-26-118](#) Consider a memorandum/resolution authorizing the City Manager to enter into a Local Landscape Agreement with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project.
 Attachments: [Agreement](#)
 [Presentation](#)

6. [OR-26-013](#) Consider an ordinance amending the Code of Ordinances, Chapter 12, Flood Damage Prevention.
 Attachments: [Ordinance](#)
 [Presentation](#)

7. [RS-26-119](#) Consider a memorandum/resolution approving an election services contract with Bell County.

Attachments: [Contract](#)
[Presentation](#)

Resolutions

8. [RS-26-120](#) Consider a memorandum/resolution setting the preliminary property tax rate for the Fiscal Year 2027 Annual Budget and setting the date to hold a public hearing.

Attachments: [FY 2027 Tax Rate Calculation](#)

9. [RS-26-121](#) Consider a memorandum/resolution approving a Chapter 311 tax increment reimbursement agreement with Philip Boghosian Living Trust, the Howard Sagaser 401K Plan, & the Sagaser, Watkins, & Wieland 401K for the reimbursement of infrastructure improvements, in the amount of \$3,991,303.94

Attachments: [Agreement](#)
[Presentation](#)

10. [RS-26-122](#) Consider a memorandum/resolution authorizing a Mural Agreement with the Texas Department of Transportation for the I-14 Underpass Painting Project.

Attachments: [Agreement](#)
[Presentation](#)

11. [RS-26-123](#) Consider a memorandum/resolution approving an Interlocal Agreement with the Texas Department of Motor Vehicles authorizing participation with the Scofflaw Program.

Attachments: [Interlocal Agreement with TX DMV](#)
[MVBA Agreement](#)
[Presentation](#)

Ordinances

12. [OR-26-014](#) Consider an ordinance calling a Charter Amendment Election on November 3, 2026.

Attachments: [Ordinance](#)
[Proposed Charter Amendments](#)
[Presentation](#)

13. [OR-26-012](#) Consider an ordinance submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas. (Requires 3/4 Majority Vote for Approval)

Attachments: [Maps](#)

[Site Photos](#)

[Minutes](#)

[Ordinance](#)

[Letter of Request](#)

[Site Plan](#)

[Responses](#)

[Presentation](#)

Public Hearings

14. [PH-26-023](#) Hold a public hearing and consider an ordinance submitted by Republic Engineering on behalf of Boghosian, Philip Living Trust & Sagaser, Howard 401 K Plan (Z26-08) to rezone approximately 302.42 acres, out of V L Evans Survey, Abstract No. 288 from “R-1” (Single-Family Residential District) “M-1” (Manufacturing District), and “M-2” (Heavy Manufacturing District) to PUD (Planned Unit Development) with “SF-2” (Single-Family Residential District) and “M-1” (Manufacturing District) uses. The subject property is located along North Roy Reynolds Drive, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Minutes](#)

[Ordinance](#)

[Letter of Request](#)

[PUD Development Standards](#)

[Concept Plan](#)

[Typical Lot & Street Dimensions](#)

[Phasing Plan](#)

[Park & Fencing Plan](#)

[Manufacturing Landscaping & Street Tree Requirements](#)

[Park and Open Space Plan](#)

[Response](#)

[Presentation](#)

15. [PH-26-024](#) Hold a public hearing and consider an ordinance amending the City of Killeen Thoroughfare Plan.

Attachments: [Exhibit](#)

[Minutes](#)

[Ordinance](#)

[Presentation](#)

16. [PH-26-025](#) Hold a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of Michael Reinhardt (FLUM#26-01) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' designation to a 'Residential Mix' designation for approximately 45.062 acres, being Lot 1, Block 1, Reinhardt Subdivision. The subject property is locally addressed 801 N. Roy Reynolds Drive, Killeen, Texas.

Attachments: [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Letter of Request](#)
[FLUM Exhibit](#)
[Response](#)
[Presentation](#)

Discussion Items

17. [DS-26-071](#) Discuss and consider changes to Proposed Fiscal Year 2027 Operating and CIP Budget.

Attachments: [Presentation](#)

18. [DS-26-072](#) Stonetree Golf Course Annual Update

Attachments: [Presentation](#)

Councilmember Requests for Future Agenda Items

19. [RQ-26-005](#) Data Center Zoning/Regulations

Attachments: [Request](#)

20. [RQ-26-006](#) STR Regulations

Attachments: [Request](#)

Citizen Comments on Non-Agenda Items

This section allows members of the public to address the Council regarding any item concerning City business that is not on the agenda. Each person shall sign up, may speak only one (1) time, and such address shall be limited to three (3) minutes. Comments under this section are limited to the first ten (10) members of the public to sign up to speak. Mayor and Council members will not discuss items that are not on the agenda, nor respond other than possibly offer a brief statement of specific factual information, or propose to place an item on the agenda for a future meeting.

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 July 29, 2026.

Elaine Simpson, 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.

The public may participate remotely in Regular City Council meetings under Citizens Comments or Public Hearings. Remote participants must sign up in advance following instructions provided on the city's official website, www.killeentexas.gov.

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.

- *D&S Groceries Grand Opening & Ribbon Cutting August 1, 2026, 11:00, 801 N. 8th St, Killeen, TX 76541*
- *Grand Central Texas Economic Development Summit August 5, 2026, 11:00 – 1:00, TAMU-CT Bill Yowell Conference Center – Warrior Hall E. Campus Drive, Killeen, TX 76546*
- *Rising Artist Program Showcase August 6, 2026, 6:30 P.M., First National Bank Senior Center, 1700 E Stan Schlueter Loop, Killeen, TX 76542*
- *Bell County Family Success Festival August 8, 2026, 10:00 to 2:00, Killeen Civic and Conference Center 3601 S. WS Young Drive, Killeen, TX 76542*
- *Killeen Police Department Graduation & Swearing-In Ceremony, September 4, 2026, 10:00 am, Killeen Civic and Conference Center 3601 S. WS Young Drive, Killeen, TX 76542*
- *Greater Killeen Chamber of Commerce 93rd Annual Banquet, September 17, 2026, 6:00 pm, Killeen Civic and Conference Center, 3601 S. WS Young Drive, Killeen, TX 76542*
- *Youth Advisory Commission 2026 Youth Conference, September 25, 2026, 9:00 to 2:00, Killeen Civic and Conference Center 3601 S. WS Young Drive, Killeen, TX 76542*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-26-017

Employee Engagement Survey Results



EMPLOYEE ENGAGEMENT SURVEY RESULTS

PR-26-017

August 4, 2026

Background

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- In 2019, the City partnered with the Institute for Organizational Excellence out of UT Austin to conduct a survey of employee engagement
 - ▣ The intent of this survey was to track employee satisfaction across multiple areas of function and to gauge culture and engagement amongst the entire employee population
- The City conducted this identical survey in 2022 and in 2026 to allow for trend data across identical functional areas

Background Continued

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- The survey consists of 68 questions that measure engagement across 12 different constructs:
 - Workgroup
 - Strategic
 - Supervision
 - Workplace
 - Community
 - Information systems
 - Internal communication
 - Pay
 - Benefits
 - Employee development
 - Job satisfaction
 - Employee engagement

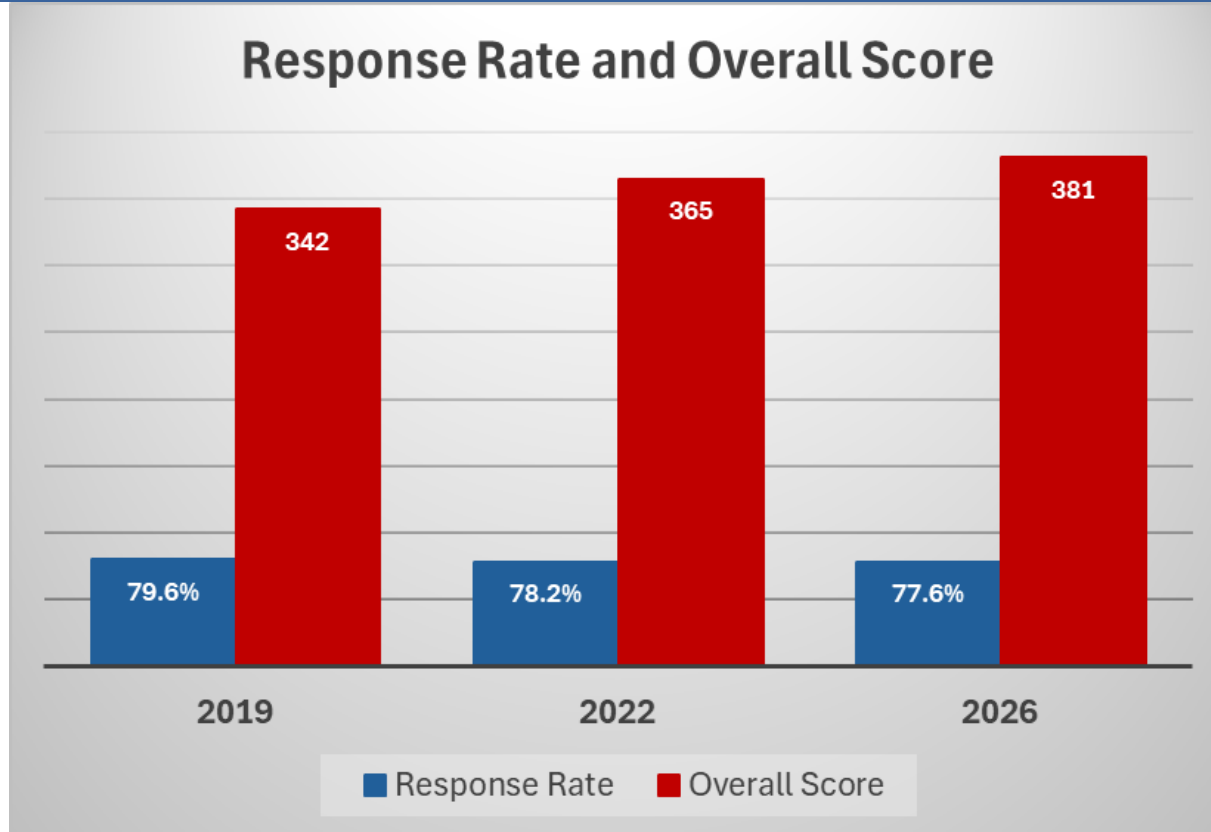
Results and Trends

4

- When reviewing results there are two things to keep in mind:
 - ▣ Response Rate
 - As a general rule, rates higher than 50% suggest soundness, while rates lower than 30% may indicate problems.
 - ▣ Scores
 - Scores above 350 are desirable, and when scores dip below 300, there should be cause for concern. Scores above 400 are the product of a highly engaged workforce.

Results and Trends Continued

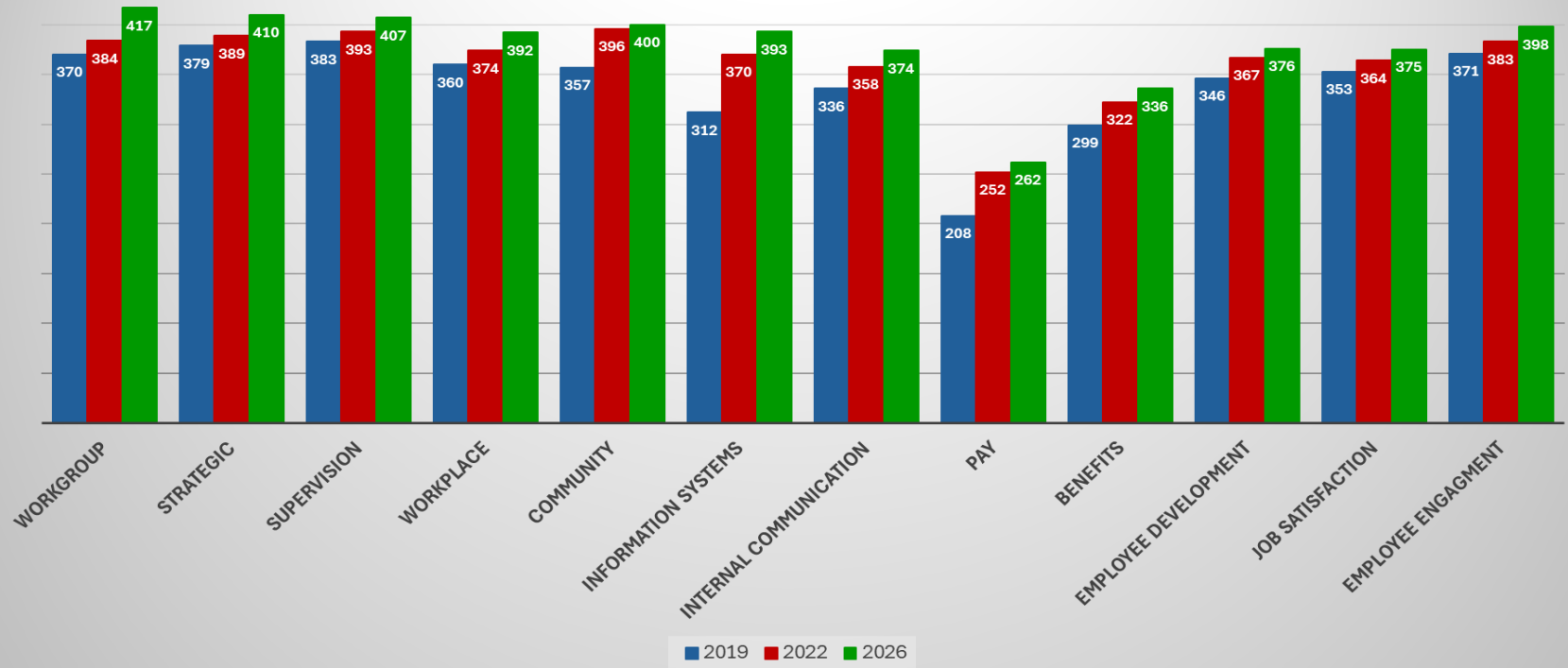
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Results and Trends Continued

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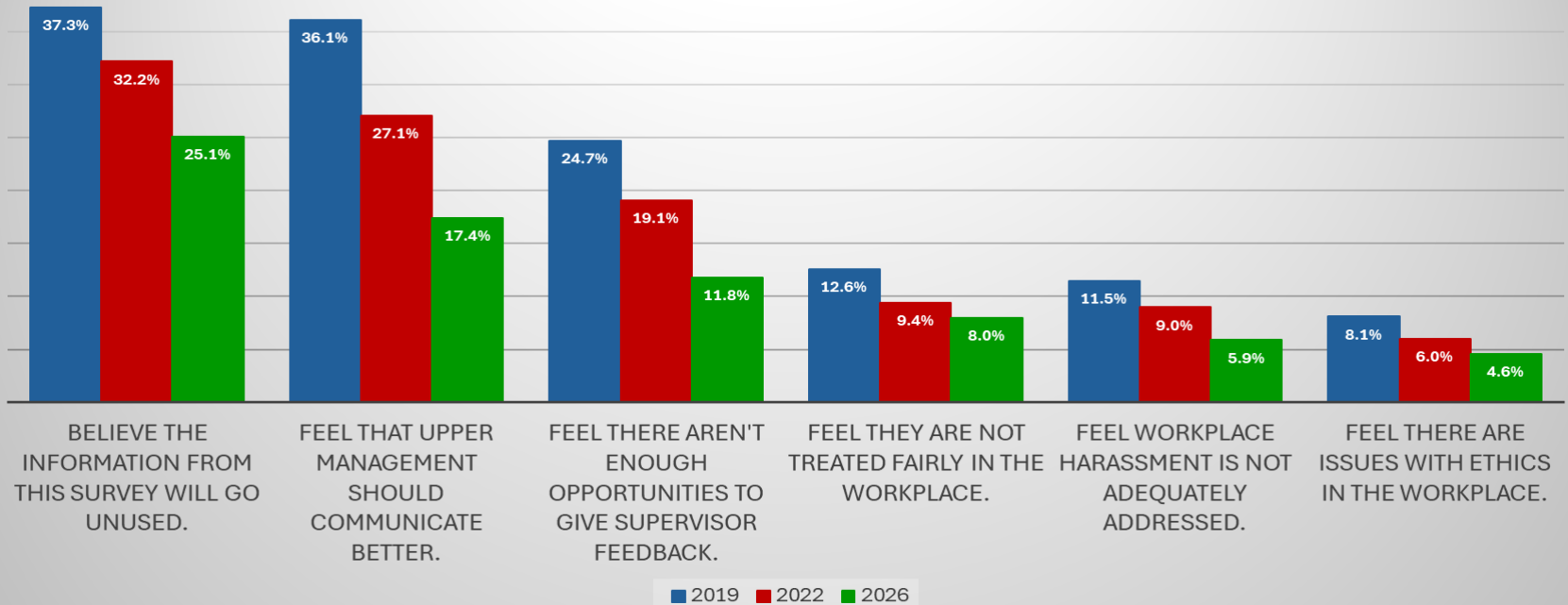
Construct Scores



Results and Trends Continued

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Climate Scores



City Actions

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- ❑ City Manager Talks
- ❑ Inclusive approach to IT solutions
- ❑ Commitment to IT upgrades
- ❑ Multi-media approaches to communication
- ❑ Multi-media approaches to training
- ❑ Supervisor's Academy
 - ▣ Restructured in 2026 for additional impact across levels of supervision
- ❑ Employee pay/benefits as priorities for budget
 - ▣ COLA continues to be included
 - ▣ New wellness programming coming in 2026 to increase ease of access and use

Summary

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- Employee engagement and satisfaction continue to improve across all surveyed constructs
- City committed to surveying on even numbered years to continue to seek feedback to improve and increase satisfaction in the employee experience



City of Killeen

Staff Report

File Number: RS-26-115

Consider a memorandum/resolution approving revisions to the bylaws for the Youth Advisory Commission.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Antonio Murphy, Executive Director of Parks and Recreation

SUBJECT: Approve revisions to the Youth Advisory Commission bylaws

BACKGROUND AND FINDINGS:

On March 19, 2026, the Youth Advisory Commission (YAC) passed a motion to proceed with revising its outdated bylaws. The mission statement remains unchanged; however, the format, language, and descriptions have been updated. The Commission removed 12 sections and added 10 Articles, including sections that describe each Article in detail.

Under Article II: Membership - The following changes were made:

- Reduced the number of commissioners from 37 to 15.
- Applications are no longer submitted through the Killeen Independent School District, City Council, or Commission; instead, applications must be submitted through the City of Killeen website.
- Commissioners may now, by motion, issue a midyear call for new Commissioners in January of the election year to fill any vacancies, with a required threshold of three applications.

Under Article IV: Meetings - The following seven new sections were added and explained in detail:

1. Quorum - A quorum is a majority of the Commissioners then in office, required for the Board to conduct business - without it, Commissioners may only review matters and take no action.
2. Call to Order - Commission meetings are called to order by the President, or if absent the Vice-President, or if both are absent by the Secretary/Treasurer, and a temporary President shall be elected to preside.
3. Conduct of Meeting - Commission meetings will be conducted in accordance with these Bylaws, the YAC Governing Standards, and the City of Killeen Governing Standards and Expectations.
4. Voting - Each Commissioner votes on all agenda items except when there is a conflict of interest, in which case they disclose and abstain from discussion and voting, and approval requires a majority of Commissioners unless law provides otherwise.
5. Minutes - Minutes are required for all open Commission meetings, and the Staff Liaison with the Secretary maintains the Commission's records and documents.
6. Attendance - Commissioners must attend prepared to discuss agenda items and notify the

President or Staff Liaison if they cannot, and excessive absenteeism (missing 3+ consecutive meetings or over 25% in 12 months) may lead to removal and a vacant seat filled by appointment.

7. Open Meetings - Board meetings must give public notice and be open to the public, with all deliberations conducted under the Texas Open Meetings Act.

Under Article VI: Subcommittees - The following four sections were added and explained in detail:

1. Formations - The Commission may form project-specific subcommittees by majority vote, made up of Commissioners, Resource Members, and JYAC Members as the Commission determines.
2. Expenditures and Obligations - No Subcommittee, or member of a Subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Commission.
3. Assignment of Commissioners - Each Subcommittee shall have at least one assigned Commissioner. Commissioners may be assigned to multiple Subcommittees.
4. Dissolution of Subcommittees - Subcommittees may be dissolved by Commission motion once their purpose is met, or by the Commission with a two-thirds vote if deemed unproductive.

Under Article VII: Bylaw Amendments - The following three sections were added and explained in detail:

1. Authorization - The Commission is authorized to amend its bylaws, rules and procedures for the conduct of its authorized activities, subject to the approval of City Council.
2. Process - Written amendment recommendations must be submitted by any Commissioner at least 14 days before a YAC meeting, then approved by a two-thirds Commission majority and a simple majority of overall Commissioners present for Council recommendation.
3. Bylaw Review - At least once every three years, the Commission appoints a Bylaw Review Subcommittee of all Board Officers and at least five two consecutive meetings, and it cannot be dissolved until it reports its findings to the Commission.

Under Article VIII: Use of Facilities and Personnel - This article was added to require City Manager approval for the use of City facilities and City personnel.

These changes were made in accordance with the City Council's Governing Standards (Section 3-20), which prohibits a board from amending its bylaws in a manner that limits City Council, or that creates requirements for City Council or City staff.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This conforms with 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 recommend City Council approve the revisions to the Youth Advisory Commission bylaws.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Current Bylaws
Draft Bylaws
Presentation

Bylaws of the Killeen Youth Advisory Commission:

SECTION 1: There is hereby created a Youth Advisory Commission for the City of Killeen, Texas, consisting of thirty-seven (37) commissioners and an unlimited number of resource committee members, all of whom shall be students in the eighth through twelfth grade levels of the Killeen Independent School District service area.

SECTION 2: All Commission members will be selected via an open-application process at the beginning of the school year, and may serve in a nonofficial capacity until they take office in October. Applications may be submitted through the Killeen Independent School District, the Commission, or the City Council. Selection criteria will be based upon their abilities in leadership and community involvement. Prospective applicants will be interviewed by the Mayor, two City Councilmembers, and one Youth Commissioner. The interview process should be completed no later than September 30th of the appointment year. If the above panel cannot complete the interviews by the stated time, the interviews will be made by the Killeen Volunteers, Inc. Executive Board. The selected Commissioners should include one representative of the eighth grade from each area middle school, and one from each ninth, tenth, eleventh, and twelfth grade levels from each high school. The remaining members shall be deemed at-large members. All members shall be appointed by the City Council.

SECTION 3: The term of office for each member shall be one year, or until his/her successor is duly appointed and qualified. Commission members shall be appointed as set forth in Section 2. However, whenever a vacancy occurs prior to the expiration of a term, an appointment shall be made by the City Council application review committee for the remainder of the unexpired term, subject to confirmation by City Council.

SECTION 4: The Commission shall elect from its membership a Chairperson, Vice-Chairperson, Secretary, and Treasurer for one-year terms of office commencing the first meeting after being sworn into office. The Chairperson shall serve as a member of the Killeen Volunteers Incorporated Board of Directors. A member shall be eligible for reelection to any of these offices as long as he or she remains on the Commission.

SECTION 5: The function of the Commission shall be to serve as a liaison between City Council

and the youth of the community on issues affecting youth, and to encourage the positive growth and development of youth by involving them in social, cultural, recreational, and other drug-and alcohol-free activities. When requested by City Council or the City Manager, the Commission shall give advice and assistance on matters concerning the needs of youth.

SECTION 6: The Commission shall hold meetings at least monthly from September to May of each year at times and places it may designate. All meetings of the Commission shall be in accordance with the Texas Open Meetings Law. At all meetings of the Commission, the presence of a majority of the Commissioners then in office shall be necessary and sufficient to constitute a quorum. Special meetings of the membership shall be called by the Chairperson or any two directors. No business other than that specified in the notice of the meeting will be transacted. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in the Bylaws.

SECTION 7: In the performance of its function, the Commission is authorized to make recommendations to the City Council and the City Manager on:

- (a) Policy matters affecting the youth of the community;
- (b) Planning, organizing, coordinating, and carrying out drug-and alcohol-free social, cultural, recreational, and other activities for the youth of the community;
- (c) Establishing guidelines, rules and procedures for participation in such activities; and
- (d) Entering into agreements with entertainers, concessionaires, and other third parties as may be deemed desirable by the Commission within available funds and in accordance with applicable State and City laws and procedures.

SECTION 8: By May 31st of each year, the Commission shall submit to City Council a written report of its activities for the previous year and an annual plan of work for the ensuing year. These documents shall be retained as a part of the official City records.

SECTION 9: Subject to the approval of the City Manager, the facilities and personnel of the City shall be made available to assist the Commission in carrying out its functions.

SECTION 10: The Commission is authorized to amend its bylaws, rules and procedures for the conduct of its authorized activities, subject to the approval of City Council.

SECTION 11: Commission members are subject to the attendance policy and procedure adopted by the City Council, (Section 2-118, Killeen City Code).

SECTION 12: The City Manager shall appoint a staff member to attend and be a liaison between the Commission and the City Council.

PASSED AND APPROVED at a regular meeting of the Killeen Volunteers, Inc., on the 24th day of August 2004 at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

PASSED AND APPROVED at a regular meeting of the Killeen Youth Advisory Commission of the City of Killeen, Texas on the 31st day of August 2004.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas this 14th day of September 2004, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

YAC BYLAWS – Adopted November 1993
REVISED October 1998
REVISED February 1999
REVISED March 2003
REVISED September 2004

CITY OF KILLEEN

**YOUTH ADVISORY COMMISSION
BYLAWS
REV. 3/19/26**

DRAFT

ARTICLE I: NAME AND PURPOSE

Section 1.1. Name. Youth Advisory Commission (“YAC”).

Section 1.2. Purpose. The function of the Commission shall be to serve as a liaison between City Council and the youth of the community on issues affecting youth, and to encourage the positive growth and development of youth by involving them in social, cultural, recreational, and other drug-and alcohol-free activities. When requested by City Council or the City Manager, the Commission shall give advice and assistance on matters concerning the needs of youth.

ARTICLE II: MEMBERSHIP

Section 2.1. Number of Members. A Youth Advisory Commission is established for the City of Killeen, Texas, composed of 15 commissioners (“Commissioners”) and an unlimited number of resource committee members (“Resource Members”, and, together with the Commissioners, the “Members”).

Section 2.2. Commissioners. All Commissioners must be students in the 8th through 12th grade levels within the Killeen Independent School District service area, inclusive of all private and home schools. All Commissioners shall be residents of the City of Killeen.

Section 2.3. Appointment of Commissioners. All Members will be chosen through an open-application process at the start of the school year and may serve in a non-official capacity until assuming office in August. Applications can be submitted through the City of Killeen website. Selection criteria will prioritize leadership abilities and community involvement. Prospective Commissioner applicants will undergo interviews with the Mayor (if available), two City Council members, and the Parks and Recreation Department. The interview process is expected to conclude no later than August 1st of the appointment year and swear in shall be no later than August 15th of the appointment year.

Section 2.4. Terms of Office. The term of office for each Commissioner shall be one year or until their successor is duly appointed and qualified.

Section 2.5. Officer Vacancies. Officer vacancies that occur during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance with Chapter 2 of the City of Killeen Code of Ordinances.

Section 2.6. Midyear Appointments. Commissioners may, by motion, make a midyear call for new Commissioners in January of the election year. To make such a motion, there shall be at least one open Commissioner position and at least three applications required to meet the threshold for consideration of a mid-year appointment.

Section 2.7. Resource Members. All Resource Members must be students in the 8th through 12th grade levels within the Killeen Independent School District service area, inclusive of all private and home schools. Resource Members participate in all other aspects of the YAC program. Resource Members do not hold the power to vote in matters discussed by the YAC Commissioners.

Section 2.8. Junior Youth Advisory Commission (JYAC). All JYAC Members must be students in the fourth through seventh grade levels within the Killeen Independent School District service area, inclusive of all private and home schools. JYAC Members do not hold the power to vote in matters discussed by the Youth Advisory Commissioners. JYAC members participate in all other aspects of the YAC program. Each year two Commissioners will be appointed to be the Co-Chairs for the JYAC. The Co-Chairs will chair all the meetings, mentor the JYAC in parliamentary procedures and encourage their participation in the YAC service activities and projects. All JYAC operations, including event planning and execution, must adhere to the established YAC Bylaws.

Section 2.9. Compensation and Expenditure of Funds. Members are to serve without compensation. The Commission and its members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council.

Section 2.10. Removal. Any Member may be removed from their position for any reason, by a majority vote of the City Council. Any member may be recommended for removal by a Commissioner for any violations of Commission bylaws or City Ordinances, Rules, and Policies applicable to the Commission and the Members.

ARTICLE III: BOARD OFFICERS

Section 3.1. Officers. The Youth Advisory Commission shall elect or appoint from its membership a President, Vice-President, Secretary, and Treasurer ("Board Officers"). The Officers will all serve one-year terms of office commencing the first meeting after being sworn into office and ending the last day of May.

Section 3.2. Terms of Office for Board Officers. In the event of vacancy in the office of President, the Vice-President shall serve as President until the Commission appoints a replacement President. A vacancy in the other Board Officers shall be elected by majority vote of the Commissioners at the next regularly scheduled meeting, or as soon as reasonably practical for the unexpired term. If possible, an officer shall continue to serve until the vacancy is filled.

Section 3.3. Elections. The Parks and Recreation Department will conduct a ballot election for each open Board Officer position and will announce the winners at the end of each ballot vote. A majority vote of Commissioners present shall be required to elect an open Board Officer position. Should a majority not be found, a revote of all currently-filled Board Officers present will be held until a majority is counted. Any Member shall be eligible for election or reelection to any officer so long as he or she an appointed member of the YAC.

Section 3.4. Duties. The President presides at Commission meetings and shall generally manage the business of the Commission. The President shall perform the duties delegated to the Chair by the Commission or by the City Council. The Vice-President shall perform the duties delegated to the Vice-President by the Commission. The Vice-President presides at Board meetings in the President's absence. The Vice-President shall perform the duties of the President in the President's absence or disability. The Secretary shall perform the duties delegated by the President or by vote of the Commission. The Secretary shall record written minutes of all official meetings; maintain attendance records; and maintain all records as determined by vote of the Commission. The Treasurer shall perform the duties delegated by the President or by vote of the Commission. The Treasurer shall maintain budget and financial records and make recommendations on the annual Parks and Recreation YAC budget items as well as all budget revisions.

Section 3.5 Staff Liaison. The Executive Director of Parks and Recreation shall assign a Staff Liaison to the Commission through to assist the elected Secretary on all business and to include any/all communication from Parks and Recreation and the Board.

ARTICLE IV: MEETINGS

Section 4.1. Time and Date of Regular Meeting. The Commission shall meet at least once per month. The regular date, time and place of the Commission meeting will be decided by the Commissioners at the first meeting of the Commission after the officer

election process.

Section 4.2. Agenda. Items may be placed on the agenda by the President, or at the request of any Commissioner at a meeting during the 'Items for Future Agenda' item. The Commissioner requesting the agenda item will be responsible for preparing the agenda item and for the initial presentation at the meeting. Items included on the agenda must be submitted to the Staff Liaison no later than one week before the Commission meeting at which the agenda item will be considered. Agenda packets for regular meetings will be provided to the Commissioners in advance of the scheduled Board meeting. Agenda packets will contain the posted agenda, agenda item backup, and written minutes of the last meeting. The first meeting in September shall include proposals for projects, priorities, and planned accomplishments for the year to be included in two Annual Reports in October and May. All sub-committee chairs shall submit reports in April and September and those chairs will be given the option of presenting those to the Council with the Chairperson. All reports pertaining to the Youth Advisory Commission shall be approved by the Youth Advisory Commission before being presented to the City Council.

Section 4.3. Special Meetings. The Executive Director of Parks and Recreation, Commission President, or vote of the Commission may schedule special meetings as needed.

Section 4.4. Quorum. A quorum shall consist of a majority of the Commissioners then in office. A quorum is required for the Board to convene a meeting and to conduct business at a meeting. In the absence of a quorum at a particular meeting, the remaining Commissioners may review the business slated for the meeting but shall not take any action.

Section 4.5. Call to Order. Commission meetings will be called to order by the President or, if absent, by the Vice-President. In the absence of both the President and Vice-President, the meeting shall be called to order by the Secretary or Treasurer, and a temporary President shall be elected from among the Commissioners present to preside over the meeting.

Section 4.6. Conduct of Meeting. Commission meetings will be conducted in accordance with these Bylaws, the YAC Governing Standards and the City of Killeen Governing Standards and Expectations.

Section 4.7. Voting. Each Commissioner shall vote on all agenda items, except on

matters involving a conflict of interest. In such instances the Commissioner shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The Commissioner may remain at the dais or leave the dais, at the Commissioner's option, while the matter is being considered and voted on by the other Commissioners. Unless otherwise provided by law, an agenda item must be approved by a majority of Commissioners present at the meeting.

Section 4.8. Minutes. A recording or written minutes shall be made of all open sessions of Commission meetings. The Staff Liaison, in conjunction with the Secretary, will be the custodians of all Commission records and documents.

Section 4.9. Attendance. Commissioners are required to attend Commission meetings prepared to discuss the issues on the agenda. A Commissioner shall notify the President or Parks and Recreation Staff Liaison if the Commissioner is unable to attend a meeting. Excessive absenteeism will be subject to action under Council policy and may result in the Commissioner being replaced by the Commission. Excessive absenteeism means missing three (3) consecutive meetings or more than 25 percent of the official Commission meetings in a 12-month period. If a Commissioner is removed from the Commission, that position shall be considered vacant, and a new Commissioner may be appointed to the Commissioner in accordance with Section 2.5 herein.

Section 4.10. Open Meetings. Public notice of Board meetings shall be provided in accordance with the provisions of the Texas Open Meetings Act. All Board meetings and deliberations shall be open to the public and shall be conducted in accordance with the provisions of the Texas Open Meetings Act.

ARTICLE V: REPORTS TO CITY COUNCIL

Section 5.1. Reports. The Commission shall meet with the City Council, as requested, to determine how the Commission may best serve and assist City Council. City Council shall hear reports from the Commission at regularly scheduled Council meetings each May and October per year.

Section 5.2. Annual Reports. The YAC shall present two Annual Reports to the Killeen City Council. One Annual Report will be presented every October detailing the Commission's proposal goals and issues to be considered for the year. A second, follow-up report will be presented in May on the YAC's accomplishments. All Annual Reports shall be approved by a majority of the Commissioners before being presented

to the City Council.

ARTICLE VI: SUBCOMMITTEES

Section 6.1. Formation. When deemed necessary by a majority of the Commission, Subcommittees may be formed for specific projects related to Commission matters. Subcommittees shall be composed of Commissioners, Resource Members and JYAC Members as may be determined by the Commission.

Section 6.2. Expenditures and Obligations. No Subcommittee, or member of a Subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Commission.

Section 6.3. Assignment of Commissioner. Each Subcommittee shall have at least one assigned Commissioner. Commissioners may be assigned to multiple Subcommittees.

Section 6.4. Dissolution of Subcommittees. Subcommittees may be dissolved by motion by the Commission after having accomplished the purposes for which it was created. Additionally, the Commission may dissolve a subcommittee it deems unproductive with a two-third vote of the Commissioners present.

ARTICLE VII: BYLAW AMENDMENTS

Section 7.1. Authorization. The Commission is authorized to amend its bylaws, rules and procedures for the conduct of its authorized activities, subject to the approval of City Council.

Section 7.2. Process. An amendment may and must be introduced in writing by any Commissioner at least 14 days prior to a YAC meeting. Any amendment recommendation to Council must be approved by a two-thirds majority of the Commission and then be approved by a simple majority of the overall Commissioners present.

Section 7.3. Bylaw Review. At least once every three years, the Commission shall appoint a Bylaw Review Subcommittee. The Bylaw Review Subcommittee shall conduct a peer review of the Commission's bylaws which shall last for no less than two consecutive meetings. The Bylaw Review Subcommittee shall consist of, at a minimum, all Board Officers and five Resource Members, appointed by the Commission with

simple majority of the overall Commissioners present. The Bylaw Review Subcommittee shall not be dissolved before it makes a report of its findings to the Commission.

ARTICLE VIII: USE OF FACILITIES AND PERSONNEL

Section 8.1. Use of Facilities and Personnel. Subject to the approval of the City Manager, the facilities and personnel of the City shall be made available to assist the Commission in carrying out its functions.

ARTICLE IX. ATTENDANCE.

SECTION 9.1. Commissioners are subject to the attendance policy and procedure adopted by the City Council, (Section 2-118, Killeen City Code of Ordinances).

ARTICLE X. CERTIFICATION.

SECTION 10.1. Certified Copy. A certified copy of these Bylaws, and any amendments hereto, shall be filed with the Secretary.

SECTION 10.2. Repealing Clause. All previously adopted YAC Bylaws shall be and are hereby expressly repealed.

SECTION 10.3. Conflicting Provisions. If any matter discussed within these Bylaws conflicts with State law, local law, or the Governing Standards and Expectations, as amended, State law, local law, or the Governing Standards and Expectations shall control.

ADOPTED this the _____ day of _____, 20____.

By: _____

Name: _____

Title: YAC President

ATTESTED:

By: _____

Name: _____

Title: YAC Secretary

YAC BYLAWS – Adopted November 1993

REVISED October 1998

REVISED February 1999

REVISED March 2003

REVISED September 2004

DRAFT



REVISIONS TO THE YOUTH ADVISORY COMMISSION BYLAWS

RS-26-115

August 4, 2026

Background

2

- ❑ Youth Advisory Commission (YAC) was created in 1993 to serve as a liaison to the Killeen City Council
- ❑ On March 19, 2026, the Youth Advisory Commission passed a motion to revise their outdated bylaws. The mission remains the same.
- ❑ The format, language, and descriptions were altered. Twelve sections were removed and 10 Articles were added, including sections that describe each Article in detail.

Background

3

- **Under Article II: Membership** – Ten sections were added. The following changes were made:
 - ▣ Reduced the number of commissioners from 37 to 15.
 - ▣ Applications are no longer submitted through the Killeen Independent School District, City Council, or Commission; instead, applications must be submitted through the City of Killeen website.
 - ▣ Commissioners may now, by motion, issue a midyear call for new Commissioners in January of the election year to fill any vacancies, with a required threshold of three applications.

Background

4

- **Under Article IV: Meetings** – The following seven new sections were added and explained in detail:
 - ▣ Quorum - A quorum is a majority of the Commissioners then in office, required for the Board to conduct business —without it, Commissioners may only review matters and take no action.
 - ▣ Call to Order - Commission meetings are called to order by the President, or if absent the Vice-President, or if both are absent by the Secretary/Treasurer, who then has a temporary President elected to preside.

Background

5

- Conduct of Meeting - Commission meetings will be conducted in accordance with these Bylaws, the YAC Governing Standards, and the City of Killeen Governing Standards and Expectations.
- Voting - Each Commissioner votes on all agenda items except when there's a conflict of interest, in which case they disclose and abstain from discussion and voting, and approval requires a majority of Commissioners present unless law provides otherwise.

Background

6

- Minutes - Minutes are required for all open Commission meetings, and the Staff Liaison with the Secretary maintains the Commission's records and documents.
- Attendance - Commissioners must attend prepared to discuss agenda items and notify the President or Staff Liaison if they can't, and excessive absenteeism (missing 3+ consecutive meetings or over 25% in 12 months) may lead to removal and a vacant seat filled by appointment.

Background

7

- Open Meetings - Board meetings must give public notice and be open to the public, with all deliberations conducted under the Texas Open Meetings Act.
- **Under Article VI : Subcommittees** – The following four sections were added and explained in detail:
 - Formation - The Commission may form project-specific subcommittees by majority vote, made up of Commissioners, Resource Members, and JYAC Members as the Commission determines.

Background

8

- Expenditures and Obligations - No Subcommittee, or member of a Subcommittee, has the authority to expend funds or incur an obligation on behalf of the City or the Commission.
- Assignment of Commissioners - Each Subcommittee shall have at least one assigned Commissioner. Commissioners may be assigned to multiple Subcommittees.
- Dissolution of subcommittees - Subcommittees may be dissolved by Commission motion once their purpose is met, or by the Commission with a two-thirds vote if deemed unproductive.

Background

9

- **Under Article VII : Bylaw Amendments** – The following three sections were added and explained in detail:
 - ▣ Authorization - The Commission is authorized to amend its bylaws, rules and procedures for the conduct of its authorized activities, subject to the approval of City Council.
 - ▣ Process - Written amendment recommendations must be submitted by any Commissioner at least 14 days before a YAC meeting, then approved by a two-thirds Commission majority and a simple majority of overall Commissioners present for Council recommendation.

Background

10

- Bylaw Review - At least once every three years, the Commission appoints a Bylaw Review Subcommittee of all Board Officers and at least five Resource Members to peer-review the bylaws over at least two consecutive meetings, and it cannot be dissolved until it reports its findings to the Commission.
- **Under Article VIII : Use of Facilities and Personnel** – This article was added to require City Manager approval for the use of City facilities and City personnel.

Background

11

- The changes follow the City Council's Governing Standards (Section 3-20) which prohibits a board from amending its bylaws in a way that limits City Council or that creates requirements for City Council or staff.

Recommendation

12

- Staff recommends approving the revisions to the Youth Advisory Commission bylaws.



City of Killeen

Staff Report

File Number: RS-26-116

Consider a memorandum/resolution authorizing the City Manager to enter into a Local On-System Improvement Project with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Andrew Zagars, P.E., City Engineer

SUBJECT: Local On-System Improvement Project with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project

BACKGROUND AND FINDINGS:

The W.S. Young and I-14 Drainage and Landscape Improvement project was included in the 2021 Capital Improvement Plan.

On June 2, 2026, the city council authorized the award of Bid No. 26-16, W.E. Young and I-14 Drainage and Landscape Improvement project to Gage and Cade Construction, LLC in the amount of \$452,115.50.

Since the project limits are within the Texas Department of Transportation (TXDOT) right of way, a Local On-System Improvement Project agreement is needed. The agreement states that the city will be responsible for funding the project, construction, and maintenance once completed. These agreements are a necessary requirement for any work within the TXDOT right of way.

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?

There is no additional expenditure to the project as it relates to the agreement with TXDOT.

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 to enter into a Local On-System Improvement Project with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project.

DEPARTMENTAL CLEARANCES:

Engineering Services

Finance

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement

Presentation

CSJ #	0231-01-166
District #	09-WAC
Code Chart 64 #	22300
Project Name	

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT For A LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Killeen**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. Scope of Work

The Project consists of **the design and construction of curb and gutter, install curb inlets, and storm sewer on the IH 14 frontage road at W.S. Young in Bell County as shown on Attachment A.**

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

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contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

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that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager City of Killeen 101 N. College St. Killeen, TX 76541	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

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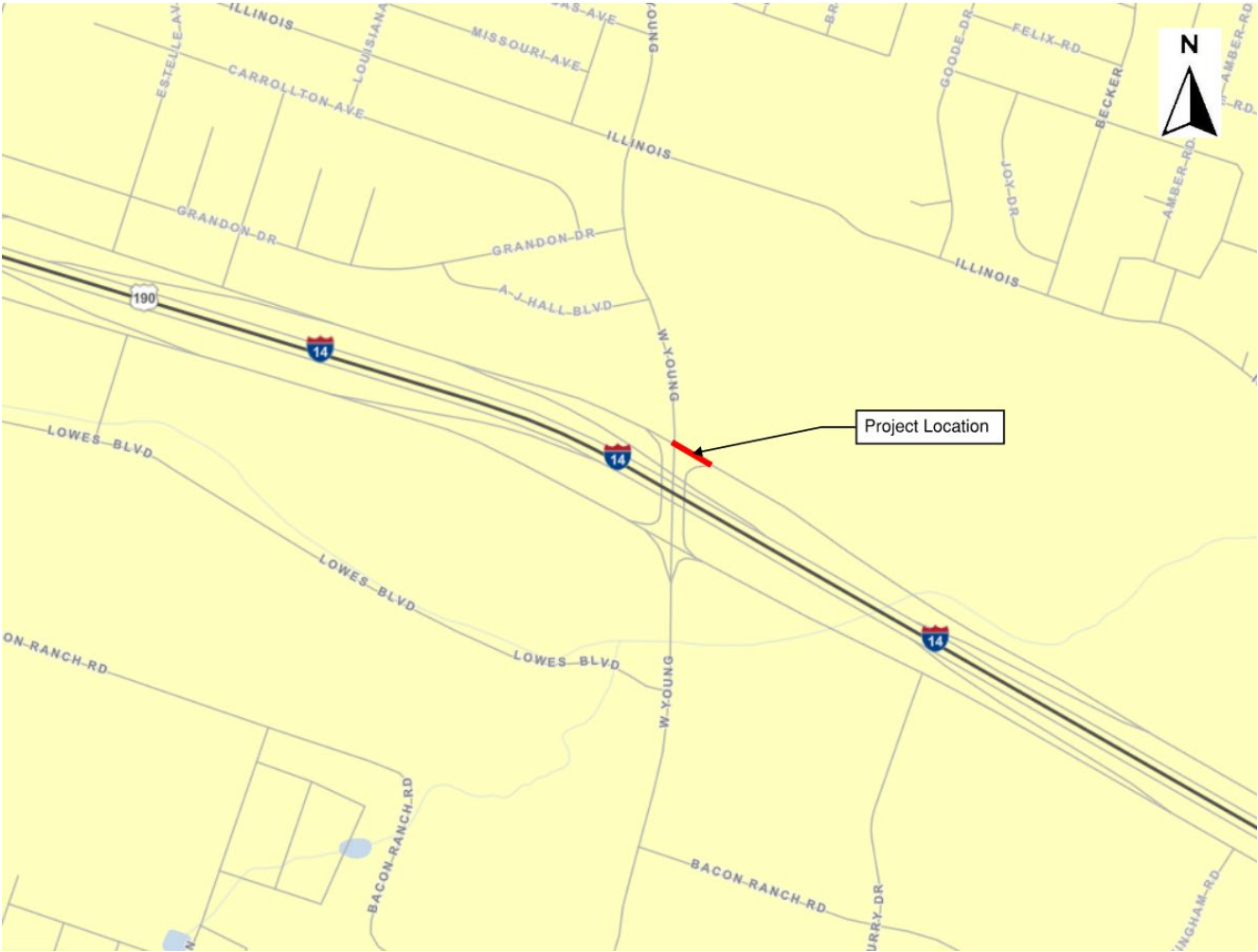
23. Signatory Warranty
 Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party’s signature.

THE STATE OF TEXAS _____ Signature _____ Typed or Printed Name _____ Typed or Printed Title _____ Date	THE LOCAL GOVERNMENT _____ Signature _____ Typed or Printed Name _____ Typed or Printed Title _____ Date
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ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	0231-01-166
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Project Name	

ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$	
Right of Way	\$	
Engineering	\$56,000.00	
Utility Work	\$	
Construction	\$362,911.87	
Subtotal for Project Phases		\$418,911.87
DIRECT STATE COSTS:	Paid By: ☐ Local Government ☒ State	
Environmental	\$168.00	
Right of Way	\$335.00	
Engineering	\$2,400.00	
Utility Work	\$1,200.00	
Construction	\$4,400.00	
Subtotal for Direct State Costs		\$8,503.00
INDIRECT STATE COSTS:	Paid By: ☐ Local Government ☒ State	
Subtotal for Indirect State Costs		\$450.00
TOTAL ESTIMATED COST OF PROJECT		\$427,864.68

\$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

LOCAL ON-SYSTEM
IMPROVEMENT PROJECT
AGREEMENT WITH TXDOT FOR I-
14 DRAINAGE AND LANDSCAPE
IMPROVEMENT PROJECT

RS-26-116

August 4, 2026

Background

2

- ❑ FY 2021 Capital Improvement Plan included the I-14 Drainage and Landscaping Improvement Project.
- ❑ The project includes the improvement of the northeast corner of W.S. Young and I-14 frontage road.
- ❑ The project includes undergrounding all the drainage and removing the open ditch and replace with sidewalk and landscaping.
- ❑ On June 2, 2026, the City Council awarded the construction of this project to Gage and Cade Construction LLC, in the amount of \$452,113.50

Background

3

- The Local On-System Improvement Project Agreement is between TXDOT and the City of Killeen.
 - ▣ Allows the City to construct the capital project within the portion of the TXDOT right-of-way the project overlaps.
 - ▣ Clarifies the maintenance responsibilities onto the city.
- The agreement is a requirement of a permit by TXDOT.

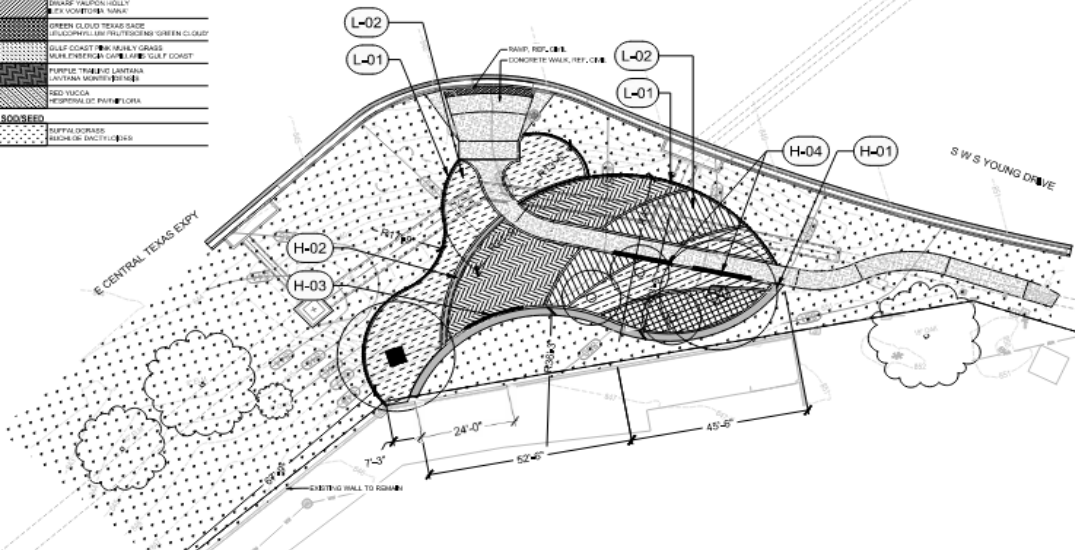


4

Project Location

W.S. Young and I-14

PLANT SCHEDULE	
PLANT	COMMON / BOTANICAL NAME
ORNAMENTAL TREES	
	MEADOWS BLUETREE JACARANDA SP. (JACARANDA)
SHADE TREES	
	CELEBRAL CLAM JACARANDA SP. (JACARANDA)
	SOUTHERN WHITE OAK QUERCUS SP. (QUERCUS)
SHRUB AREAS	
	SHADES YACONDA HOLLY C. VICTORIAE (HOLLY)
	GREEN CLOUD TEXAS SHADE JACARANDA SP. (JACARANDA)
	PURPLE FRUITING LANTANA C. VICTORIAE (HOLLY)
	RED YACONDA HOLLY (HOLLY)
ROOT SEED	
	SHADES YACONDA HOLLY C. VICTORIAE (HOLLY)

[illegible]

5

Landscape Plan

W.S. Young and I-14

Recommendation

6

- Staff recommends the Council authorize the City Manager, or designee to enter into the Local On-System Improvement Project Agreement with TXDOT for the I-14 and W.S. Young Drainage and Landscape Improvement Project.



City of Killeen

Staff Report

File Number: RS-26-117

Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Scheibe Consulting, LLC., for the design of the Low Water Crossing Flood Mitigation Phase 1 Project, in the amount of \$130,563.05

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Andrew Zagars, P.E., City Engineer

SUBJECT: Professional Services Agreement with Scheibe Consulting, LLC., for the design of the Low Water Crossing Flood Mitigation Phase 1 Project, in the amount of \$130,563.05

BACKGROUND AND FINDINGS:

The Fiscal Year (FY) 2025 Capital Improvement Plan included the Low Water Crossing Flood Mitigation - Phases 1 to 3 project. This project addresses three locations where localized flooding occurs. There are approximately 35 low water crossings within the city of which 19 are considered high risk. This project is to address one of those high priority locations, specifically the crossing at S. 28th Street adjacent to the Central Fire Station. This project will realign the drainage ditch to outfall toward Nolan Creek and eliminate the flooding that is creating the road to be impassable during high storms.

City staff have negotiated a professional services agreement (PSA) with Scheibe Consulting, LLC for the design and contract administration of the Low Water Crossing Flood Mitigation Phase 1 Project in the amount of \$130,563.05. Scheibe has provided exceptional design and contract administration on several past Drainage projects.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of

competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications

FINANCIAL IMPACT:

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

The total amount of \$130,563.05 will be encumbered in FY 2026.

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 Drainage CIP Fund, account 390-56200-900-400-925001 Design/Engineering.

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:

City Council authorize the City Manager or designee to execute a Professional Service Agreement with Scheibe Consulting, LLC, for the design and construction administration of the Low Water Crossing Flood Mitigation Phase 1 Project in the amount of \$130,563.05, and authorize the City Manager, or designee, to execute any and all amendments or change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Engineering Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Proposal
Contract Verification Form
Certificate of Interested Parties
Presentation

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **City of Killeen, Texas** (Owner) and **Scheibe Consulting, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Low Water Crossing Phase 1** (Project). Engineer's services under this Agreement (Services) are generally identified as Civil **to assist with the design and construction for the Low Water Crossing Phase 1 project.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
9. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **The duration of this activity is anticipated for 18 months from May 1, 2026, to 11/1/2027.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and sub-consultant charges, with the external expenses multiplied by a factor of **10%**.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$130,563.05**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 2.

5.01 Insurance

- A. Contractor shall procure and maintain insurance in the amounts as described in Appendix 1.
- B. On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

6.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the State of Texas and the venue for any exercise of rights at law shall be Bell County.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

8.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste,

and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

10.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

11.01 Contract Verification

- A. In the event that Engineer employs at least ten (10) full-time employees and the total cost for this Agreement, as described in Paragraph 4.01(E), is at least one-hundred thousand dollars (\$100,000), Engineer verifies that it does not and will not during the term of this Agreement:
1. boycott Israel, as defined by Texas Government Code section 808.001;
 2. boycott energy companies, as defined by Texas Government Code section 809.001; or
 3. discriminate against a firearm entity or firearm trade association, as defined by Texas Government Code section 2274.001.

Attachments: Appendix 1, Engineer's Required Insurance Coverage
Appendix 2, Engineer's Standard Hourly Rates

(signature page follows)

This Agreement's Effective Date is _____, 20_____.

Owner:

City of Killeen
(name of organization)

By: Judith Tangalin
(authorized individual's signature)

Date: _____
(date signed)

Name:
(typed or printed)

Title: Executive Director of Finance
(typed or printed)

Address for giving notices:

P.O. Box 1329
Killeen, Texas 76541

Designated Representative:

Name: Andrew Zagars, P.E.
(typed or printed)

Title: City Engineer
(typed or printed)

Address:
3201-A South WS Young Drive
Killeen, TX 76542

Phone: 254-616-3179

Email: azagars@killeentexas.gov

Engineer:

Scheibe Consulting, LLC
(name of organization)

By: 
(authorized individual's signature)

Date: 4/17/26
(date signed)

Name: Eric C. Scheibe, PE
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

11612 Bee Cave Rd., Bldg. 1, Ste. 240
Austin, TX 78738

Designated Representative:

Name: Eric C. Scheibe, PE
(typed or printed)

Title: President
(typed or printed)

Address:
11612 Bee Cave Rd., Bldg. 1, Ste. 240
Austin, TX 78738

Phone: 512-252-8634

Email: escheibe@scheibeconsulting.com

This is **Appendix 1, Engineer's Required Insurance Coverage**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [04/16/2026].

ENGINEER'S REQUIRED INSURANCE COVERAGE

In accordance with Paragraph 5.01.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$ 500,000
Each employee	\$ 500,000
Policy limit	\$ 500,000
Commercial General Liability	
General Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$ 500,000
Each Accident	\$ 500,000
Property Damage	
Each Accident	\$ 500,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 500,000
Excess or Umbrella Liability	
Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000
Professional Liability	
Each Claim	\$
Annual Aggregate	\$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **[04/16/2026]**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Principal	\$ 280/hour
Project Manager	\$ 280/hour
Senior Engineer	\$ 250/hour
Engineer VI	\$ 220/hour
Engineer V	\$ 200/hour
Engineer IV	\$ 175/hour
Engineer III	\$ 165/hour
Engineer II	\$ 155/hour
Engineer I	\$ 145/hour
EIT III	\$ 130/hour
EIT II	\$ 125/hour
EIT I	\$ 115/hour
CAD Tech III	\$ 105/hour
Drone Survey Crew	\$ 250/hour
2-Man Survey Crew	\$ 200/hour
RPLS	\$ 185/hour
Admin III	\$ 95/hour

04/17/2026
1000-25-0091v4

Andrew Zagars, P.E.
City Engineer
Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157
P 254-616-3179 | F 254-616-3182
azagars@killeentexas.gov

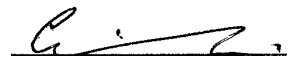
Subject: Proposal for Engineering Services for Design and Construction of the Low Water Crossing Phase 1 Project, Killeen, TX (28th Street Diversion Channel)

Scheibe Consulting, LLC was asked to provide a proposal for civil engineering services to assist with the design and construction of the S. 28th St Diversion Channel Project for the City of Killeen, TX

Attachment A is a lump sum fee proposal for engineering services. The lump sum fee will be billed monthly based on percent complete.

I appreciate the opportunity to be of service. Please let me know if you have any questions.

Sincerely,
Scheibe Consulting, LLC



Eric Scheibe, PE, CFM
President

ATTACHMENT A

SCOPE OF WORK

Design and Construction of the Low Water Crossing Phase 1 Project, Killeen , TX

Introduction

The City of Killeen has a desire to improve the drainage along S. 28th Street, near the intersection of S. 28th and BUS 190 in Killeen, TX (See **Figure A**). The main goal of this project is to improve drainage along the segment of S. 28th St ROW from BUS 190, north to the main channel of Nolan Creek. This design will follow current drainage design standards, as per the 2011 Drainage Design Standards Manual. These design standards specifically include:

- Design of open channels to convey the 25-yr flood,
- Design should ensure that the 100-yr flood is contained within dedicated easements and ROW,
- Design of storm sewers to convey the 25-yr flood, &
- Design of storm sewers and curb gutters to convey the 100-yr flood within dedicated ROW.

As part of the on-going Drainage Master Plan, Scheibe has a draft H&H model for the drainage area to this channel and will utilize this model for this effort.



Figure A – Project Area Map (Red is Existing Channel, Blue is Proposed Diversion)

The following is a summary of tasks needed to complete this project:

A. Project Management

ENGINEER will provide project management, coordination, schedule, and quality control activities. Progress activities will be reviewed with the CITY on a regular basis and any issues will be discussed as they are noted.

Prepare and submit monthly invoices based on engineer's estimate of percent complete. Each submittal will include a summary of activities of which the current invoice is covering costs incurred for that billing cycle. Invoice format and content will comply with the Master Services Agreement. The duration of this activity is anticipated for 18 months (design through construction).

Develop project schedule primarily evaluating timing between the various tasks and the anticipated construction schedule. Schedule to be updated following the completion of each task below.

For the duration of the contract, conduct monthly project team meetings to be attended in-person or virtually as necessary with CITY to discuss ongoing progress of the project. All meetings described below are inclusive of this effort unless specifically identified and quantified separately. ENGINEER will prepare agenda for each meeting and subsequent minutes. It is assumed that there will be 6 virtual meetings total for the duration of the design.

Quality control activities are assumed to include internal review of subconsultants work, review of internal staff activities, review of subconsultant invoices, and overall quality control reviews for all submittals to the CITY.

Coordination is anticipated to include the following agencies:

- KILLEEN

Deliverables will include:

- *Meeting Minutes*
- *Monthly Invoices and Progress Report*

B. Data Collection

Consultant will initiate field data collection for the project site, which will consist of the following:

1. Field topographic and boundary survey of the project area.
2. Survey of Existing Stomsewer System in project area.
3. Bathymetric/Topographic Survey for approximate outfall location of open channel
4. Right-of-Entry for all private property needing access.
5. *Geotechnical data collection is excluded from this scope. If this is required to better define rock layers and outfall structure foundation layers, then additional scope and fee will be necessary.*
6. Environmental investigation – *It is assumed that all activities will remaining outside the OHWM and no environmental permitting will be required.*

Various reports, figures, and memos will be provided at the completion of this task.

Deliverables will include:

- *CAD file for Survey in Surface Coordinates*
- *PDF of existing survey*
- *Boundary/ROW Survey*
- *Geotechnical Engineering Report*

C. Environmental Permitting

No Environmental permitting is anticipated for this project as it is assumed that all proposed improvements will remain outside the limits of Waters of the US.

D. Preliminary Design Services

Consultant will develop a preliminary design to assist with the final site layout and channel configuration. This may require multiple iterations to accommodate potential properties that can be acquired, as not all landowners have been contacted to-date on the sell of their land or easement acquisition needs. The preliminary design will include 30% level design drawings, calculations, figures, and supporting information necessary for identifying the final location of this proposed channel. This effort will also

include an H&H analysis, using the latest Killeen DMP model for the watershed in question. This model will be refined and modified to include detailed bridge/culvert survey data, and stormsewer data. The DMP model will likely be converted to an InfoWorks ICM model to simulate the 2D hydraulics and stormsewer system.

E. Right-of-Way Acquisition (Supplemental Services)

It is assumed that no easement or ROW will be required for this project. Should this assumption no longer be valid through the course of the design effort, then additional services may be warranted.

As such, a supplemental fee and scope have been developed in the event ROW or easements are necessary and can be executed by the City if desired. These supplemental services will include the following:

*Consultant will assist with the ROW acquisition for this project. ROW effort includes easement field notes, easement document preparation, and development of necessary figures. **City will be responsible for obtaining an appraiser and coordination with landowner to acquire necessary easements and/or Rights of Way for this project.***

F. Final Design Services

Consultant will develop final design construction plans based on the final selected diversion channel alignment. The final design will account for any geotechnical engineering, environmental scientist, and the field topographic conditions data provided. Consultant will develop full civil construction plans, specifications, and bid package for use in bidding this project out to the contractor community. Services will include 90%, and 100% CD submittals, specifications, and construction cost estimates for each submittal milestone. Final design will be submitted to the respective permitting authorities.

This project is located within the 100-yr Zone AE and Floodway of Nolan Creek. As a result a no-rise scenario is required to be achieved within the proposed improvements. Although most of this project will include a cut scenario, there is a change for some minor fill at the outfall of the proposed diversion channel and Nolan Creek. Scheibe will utilize the Nolan Creek FPP model to evaluate these improvements within the Nolan Creek floodplain and ensure a no-rise scenario is achieved. It is assumed that no coordination with FEMA will be required for this project and no LOMR or CLOMR will be necessary.

G. Bid Phase Services

ENGINEER will prepare construction bid documents, including contract language, specifications, bond requirements, bid tab, and bid opening dates. ENGINEER will be available to respond to RFIs, the Pre-Bid Meeting, Bid Opening Meeting, review of bids, interview of bidders, and assistance with final selection. ENGINEER will be available to assist with review of bond documents and ensure all contract documents are signed prior to issuance of notice-to-proceed.

Deliverables will include:

- *Bid Contract Documents*
- *Pre-Bid Meeting Presentation*

- *Bid Tab*
- *Recommendation Letter for selected contractor*

H. Construction Phase Services

ENGINEER will assist with construction phase services once a contractor is selected. ENGINEER will assist with RFIs, CO requests, Periodic Site Inspections, Pay App reviews, regular project meetings, coordination with CITY and contractor, and submittal reviews.

RFIs will include a formal response to all Requests for Information, and will include tabulated list of RFIs and responses throughout the contract period. It is assumed that there will be two (2) RFIs for budgeting purposes.

Regular site Inspections are not provided as part of this effort.

Monthly Teams meetings will occur for the duration of the construction contract. These meetings are assumed to last 1 hour and will total 6 meetings.

Change Order (CO) Requests will be documented similar to the RFIs and will be reviewed per the contract language and for unit price consistency and reasonableness. All COs will be presented to the CITY prior to agreement and will include a support letter or denial letter from the ENGINEER. It is assumed that there will be one (1) Change Order for budgeting purposes.

Pay Application Reviews will include a formal review of all pay applications, a comparison of pay application requests to effort noted in the field, via period site inspections, and denial or approval by the ENGINEER. Pay Applications will be reviewed within 1 week of submittal by the contractor. It is assumed that there will be 6 total pay applications for a construction duration of 6 months.

Submittal reviews will be performed by the ENGINEER for each submittal provided by the Contractor. ENGINEER will provide formal submittal review stamps with concurrence or rejection and will maintain a log of submittals received and outstanding. ENGINEER will also provide a list of submittals needed from the contractor within 2 weeks of notice-to-proceed for construction. It is assumed that there will be four (4) submittals for materials to be reviewed.

Deliverables will include:

- *RFI Response Log*
- *CO Log*
- *Signed Pay Applications*
- *Meeting Minutes for Virtual Meetings*
- *Regular Site Inspections (excluded)*
- *Inspection Reports (excluded)*
- *Submittal Log and Submittal Review documents*

- *Final Punch List*
- *Final Approval Letter*

SCHEDULE

The ENGINEER will perform the services as described herein per the following schedule:

FEE (Lump Sum)

See attached **Exhibit A**. **The fee will be billed monthly based on percent complete.**

Low Water Crossing Phase 1

S. 28th St Diversion Project - Schedule																			
4/17/2026																			
Task	Description	Month																	
		5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027
A	Project Management																		
B	Data Collection																		
C	Environmental Permitting (N/A)																		
D	Preliminary Engineering		30%	30%	Rev														
E	Right-of-Way Acquisition (If Applicable)																		
F	Final Design Services					90%	90%	90%	Rev	100%									
G	Bid Phase Services																		
H	Construction Phase Services																		

EXHIBIT A - FEE SCHEDULE																										
Professional Service Description			Total Task Hours (Scheibe)	Total Task Cost	Staff																Expenses	Subconsultants				
					Project Principal	Project Manager	Senior Engineer	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	EIT III	EIT II	EIT I	CAD Tech III	RPLS	Drone Survey	2-Man Survey Crew		Admin III	Environmental - TBD	TBD	TBD - Geotech	Scheibe Sub Mark-up
					\$ 280.00	\$280.00	\$250.00	\$220.00	\$200.00	\$175.00	\$165.00	\$155.00	\$145.00	\$130.00	\$125.00	\$115.00	\$105.00	\$185.00	\$250.00	\$200.00	\$95.00	Fee	Fee	Fee	Fee	Fee
A Project Coordination			43.0	\$ 8,496.25																						
1		Meetings with CITY (6 Virtual)	6.0	\$ 1,680.00		6.0																\$ -	\$ -	\$ -	\$ -	\$ -
2		Invoice/Billing/Progress Reports (18 Total)	27.0	\$ 4,316.25		9.0															18.0	\$ 86.25	\$ -	\$ -	\$ -	\$ -
3		Internal Quality Control	10.0	\$ 2,500.00			10.0															\$ -	\$ -	\$ -	\$ -	\$ -
B Field Data Collection			137.5	\$ 24,479.00																						
1		Topographic / Tree Survey Data Collection	54.5	\$ 9,225.60		0.5					2.0						24.0	4.0		24.0		\$ 695.60	\$ -	\$ -	\$ -	\$ -
2		Bathymetric/Topo Survey Data Collection - Outfall	28.5	\$ 5,347.80		0.5				2.0							8.0	2.0		16.0		\$ 467.80	\$ -	\$ -	\$ -	\$ -
3		Boundary / ROW Survey	40.5	\$ 6,847.80		0.5											16.0	8.0		16.0		\$ 347.80	\$ -	\$ -	\$ -	\$ -
4		Geotechnical Data Collection (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
5		One (1) Site Visit	14.0	\$ 3,057.80		4.0					10.0											\$ 287.80	\$ -	\$ -	\$ -	\$ -
C Environmental Permitting			0.0	\$ -																						
1		Data Collection and Agency Coordination - NWP 13 - NO PCN Needed	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
D Preliminary Engineering			198.0	\$ 29,240.00																						
1		30% Design	90.0	\$ 12,220.00		2.0	4.0				4.0				80.0							\$ -	\$ -	\$ -	\$ -	\$ -
2		30% Response to Comments	22.0	\$ 3,060.00		2.0									20.0							\$ -	\$ -	\$ -	\$ -	\$ -
3		H&H Modeling	86.0	\$ 13,960.00		2.0	4.0					80.0										\$ -	\$ -	\$ -	\$ -	\$ -
E Right-of-Way Acquisition			0.0	\$ -																						
1		Easement and ROW Figures (See Supplemental)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
F Final Design Services			248.0	\$ 34,010.00																						
1		60% Design+Specifications (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
2		60% Response to Comments (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
3		90% Design+Secifications	110.0	\$ 15,195.00		2.0	8.0								100.0							\$ 135.00	\$ -	\$ -	\$ -	\$ -
4		90% Response to Comments	26.0	\$ 3,560.00		2.0									24.0							\$ -	\$ -	\$ -	\$ -	\$ -
5		100% Design+Specifications	86.0	\$ 11,695.00		2.0	4.0								80.0							\$ 135.00	\$ -	\$ -	\$ -	\$ -
6		100% Response to Comments	26.0	\$ 3,560.00		2.0									24.0							\$ -	\$ -	\$ -	\$ -	\$ -
G Bid Phase Services			34.0	\$ 7,300.00																						
1		Bid Document Preparation	18.0	\$ 3,060.00		2.0	4.0								12.0							\$ -	\$ -	\$ -	\$ -	\$ -
2		Pre-Bid Meeting (Virtual)	4.0	\$ 1,060.00		2.0	2.0															\$ -	\$ -	\$ -	\$ -	\$ -
3		Bid Opening (Virtual)	4.0	\$ 1,060.00		2.0	2.0															\$ -	\$ -	\$ -	\$ -	\$ -
4		Recommendation Letter and Interview of Contractor	8.0	\$ 2,120.00		4.0	4.0															\$ -	\$ -	\$ -	\$ -	\$ -
H Construction Phase Services			106.0	\$ 21,317.80																						
1		RFI Response Log (2 RFIs)	26.0	\$ 4,560.00		2.0	8.0								16.0							\$ -	\$ -	\$ -	\$ -	\$ -
2		CO Log (1 Change Order)	14.0	\$ 2,560.00		2.0	4.0								8.0							\$ -	\$ -	\$ -	\$ -	\$ -
3		Pay Application Reviews (6 Total)	18.0	\$ 3,000.00			6.0								12.0							\$ -	\$ -	\$ -	\$ -	\$ -
4		Site Inspections (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
5		Regular Meetings (Teams) (6 Total)	12.0	\$ 2,430.00		6.0									6.0							\$ -	\$ -	\$ -	\$ -	\$ -
6		Submittal Reviews (4)	16.0	\$ 4,490.00		8.0	8.0															\$ 250.00	\$ -	\$ -	\$ -	\$ -
7		Punch List+Final Inspection	12.0	\$ 2,657.80		6.0									6.0							\$ 227.80	\$ -	\$ -	\$ -	\$ -
8		Approval Letter	8.0	\$ 1,620.00		4.0									4.0							\$ -	\$ -	\$ -	\$ -	\$ -
		END BASIC SERVICES																								
		Total Basic Service Hours:	766.5	\$ 124,843.05	0.0	72.5	68.0	0.0	0.0	0.0	18.0	80.0	0.0	0.0	392.0	0.0	48.0	14.0	0.0	56.0	18.0	\$ 2,633.05	\$ -	\$ -	\$ -	\$ -
Total Basic Services			766.5	\$ 124,843.05																						
SUPPLEMENTAL SERVICES																										
1		Easement and ROW Figures	34.0	\$ 5,720.00		2.0	8.0										16.0	8.0				\$ -	\$ -	\$ -	\$ -	\$ -
Total Supplemental Services			34.0	\$ 5,720.00																						
Total Basic + Supplemental Services			800.5	\$ 130,563.05																						

04/17/2026
1000-25-0091v4

Andrew Zagars, P.E.
City Engineer
Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157
P 254-616-3179 | F 254-616-3182
azagars@killeentexas.gov

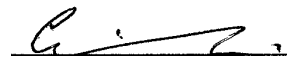
Subject: Proposal for Engineering Services for Design and Construction of the Low Water Crossing Phase 1 Project, Killeen, TX (28th Street Diversion Channel)

Scheibe Consulting, LLC was asked to provide a proposal for civil engineering services to assist with the design and construction of the S. 28th St Diversion Channel Project for the City of Killeen, TX

Attachment A is a lump sum fee proposal for engineering services. The lump sum fee will be billed monthly based on percent complete.

I appreciate the opportunity to be of service. Please let me know if you have any questions.

Sincerely,
Scheibe Consulting, LLC



Eric Scheibe, PE, CFM
President

ATTACHMENT A

SCOPE OF WORK

Design and Construction of the Low Water Crossing Phase 1 Project, Killeen , TX

Introduction

The City of Killeen has a desire to improve the drainage along S. 28th Street, near the intersection of S. 28th and BUS 190 in Killeen, TX (See **Figure A**). The main goal of this project is to improve drainage along the segment of S. 28th St ROW from BUS 190, north to the main channel of Nolan Creek. This design will follow current drainage design standards, as per the 2011 Drainage Design Standards Manual. These design standards specifically include:

- Design of open channels to convey the 25-yr flood,
- Design should ensure that the 100-yr flood is contained within dedicated easements and ROW,
- Design of storm sewers to convey the 25-yr flood, &
- Design of storm sewers and curb gutters to convey the 100-yr flood within dedicated ROW.

As part of the on-going Drainage Master Plan, Scheibe has a draft H&H model for the drainage area to this channel and will utilize this model for this effort.



Figure A – Project Area Map (Red is Existing Channel, Blue is Proposed Diversion)

The following is a summary of tasks needed to complete this project:

A. Project Management

ENGINEER will provide project management, coordination, schedule, and quality control activities. Progress activities will be reviewed with the CITY on a regular basis and any issues will be discussed as they are noted.

Prepare and submit monthly invoices based on engineer's estimate of percent complete. Each submittal will include a summary of activities of which the current invoice is covering costs incurred for that billing cycle. Invoice format and content will comply with the Master Services Agreement. The duration of this activity is anticipated for 18 months (design through construction).

Develop project schedule primarily evaluating timing between the various tasks and the anticipated construction schedule. Schedule to be updated following the completion of each task below.

For the duration of the contract, conduct monthly project team meetings to be attended in-person or virtually as necessary with CITY to discuss ongoing progress of the project. All meetings described below are inclusive of this effort unless specifically identified and quantified separately. ENGINEER will prepare agenda for each meeting and subsequent minutes. It is assumed that there will be 6 virtual meetings total for the duration of the design.

Quality control activities are assumed to include internal review of subconsultants work, review of internal staff activities, review of subconsultant invoices, and overall quality control reviews for all submittals to the CITY.

Coordination is anticipated to include the following agencies:

- KILLEEN

Deliverables will include:

- *Meeting Minutes*
- *Monthly Invoices and Progress Report*

B. Data Collection

Consultant will initiate field data collection for the project site, which will consist of the following:

1. Field topographic and boundary survey of the project area.
2. Survey of Existing Stomsewer System in project area.
3. Bathymetric/Topographic Survey for approximate outfall location of open channel
4. Right-of-Entry for all private property needing access.
5. *Geotechnical data collection is excluded from this scope. If this is required to better define rock layers and outfall structure foundation layers, then additional scope and fee will be necessary.*
6. Environmental investigation – *It is assumed that all activities will remaining outside the OHWM and no environmental permitting will be required.*

Various reports, figures, and memos will be provided at the completion of this task.

Deliverables will include:

- *CAD file for Survey in Surface Coordinates*
- *PDF of existing survey*
- *Boundary/ROW Survey*
- *Geotechnical Engineering Report*

C. Environmental Permitting

No Environmental permitting is anticipated for this project as it is assumed that all proposed improvements will remain outside the limits of Waters of the US.

D. Preliminary Design Services

Consultant will develop a preliminary design to assist with the final site layout and channel configuration. This may require multiple iterations to accommodate potential properties that can be acquired, as not all landowners have been contacted to-date on the sell of their land or easement acquisition needs. The preliminary design will include 30% level design drawings, calculations, figures, and supporting information necessary for identifying the final location of this proposed channel. This effort will also

include an H&H analysis, using the latest Killeen DMP model for the watershed in question. This model will be refined and modified to include detailed bridge/culvert survey data, and stormsewer data. The DMP model will likely be converted to an InfoWorks ICM model to simulate the 2D hydraulics and stormsewer system.

E. Right-of-Way Acquisition (Supplemental Services)

It is assumed that no easement or ROW will be required for this project. Should this assumption no longer be valid through the course of the design effort, then additional services may be warranted.

As such, a supplemental fee and scope have been developed in the event ROW or easements are necessary and can be executed by the City if desired. These supplemental services will include the following:

*Consultant will assist with the ROW acquisition for this project. ROW effort includes easement field notes, easement document preparation, and development of necessary figures. **City will be responsible for obtaining an appraiser and coordination with landowner to acquire necessary easements and/or Rights of Way for this project.***

F. Final Design Services

Consultant will develop final design construction plans based on the final selected diversion channel alignment. The final design will account for any geotechnical engineering, environmental scientist, and the field topographic conditions data provided. Consultant will develop full civil construction plans, specifications, and bid package for use in bidding this project out to the contractor community. Services will include 90%, and 100% CD submittals, specifications, and construction cost estimates for each submittal milestone. Final design will be submitted to the respective permitting authorities.

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- *Pre-Bid Meeting Presentation*

- *Bid Tab*
- *Recommendation Letter for selected contractor*

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- *CO Log*
- *Signed Pay Applications*
- *Meeting Minutes for Virtual Meetings*
- *Regular Site Inspections (excluded)*
- *Inspection Reports (excluded)*
- *Submittal Log and Submittal Review documents*

- *Final Punch List*
- *Final Approval Letter*

SCHEDULE

The ENGINEER will perform the services as described herein per the following schedule:

FEE (Lump Sum)

See attached **Exhibit A**. **The fee will be billed monthly based on percent complete.**

Low Water Crossing Phase 1

S. 28th St Diversion Project - Schedule																			
4/17/2026																			
Task	Description	Month																	
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A	Project Management																		
B	Data Collection																		
C	Environmental Permitting (N/A)																		
D	Preliminary Engineering		30%	30%	Rev														
E	Right-of-Way Acquisition (If Applicable)																		
F	Final Design Services					90%	90%	90%	Rev	100%									
G	Bid Phase Services																		
H	Construction Phase Services																		

EXHIBIT A - FEE SCHEDULE																										
Professional Service Description			Total Task Hours (Scheibe)	Total Task Cost	Staff																Expenses	Subconsultants				
					Project Principal	Project Manager	Senior Engineer	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	EIT III	EIT II	EIT I	CAD Tech III	RPLS	Drone Survey	2-Man Survey Crew		Admin III	Environmental - TBD	TBD	TBD - Geotech	Scheibe Sub Mark-up
					\$ 280.00	\$280.00	\$250.00	\$220.00	\$200.00	\$175.00	\$165.00	\$155.00	\$145.00	\$130.00	\$125.00	\$115.00	\$105.00	\$185.00	\$250.00	\$200.00	\$95.00	Fee	Fee	Fee	Fee	Fee
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2		Bathymetric/Topo Survey Data Collection - Outfall	28.5	\$ 5,347.80		0.5				2.0							8.0	2.0		16.0		\$ 467.80	\$ -	\$ -	\$ -	\$ -
3		Boundary / ROW Survey	40.5	\$ 6,847.80		0.5											16.0	8.0		16.0		\$ 347.80	\$ -	\$ -	\$ -	\$ -
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5		One (1) Site Visit	14.0	\$ 3,057.80		4.0					10.0											\$ 287.80	\$ -	\$ -	\$ -	\$ -
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3		H&H Modeling	86.0	\$ 13,960.00		2.0	4.0					80.0										\$ -	\$ -	\$ -	\$ -	\$ -
E Right-of-Way Acquisition			0.0	\$ -																						
1		Easement and ROW Figures (See Supplemental)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
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2		Pre-Bid Meeting (Virtual)	4.0	\$ 1,060.00		2.0	2.0															\$ -	\$ -	\$ -	\$ -	\$ -
3		Bid Opening (Virtual)	4.0	\$ 1,060.00		2.0	2.0															\$ -	\$ -	\$ -	\$ -	\$ -
4		Recommendation Letter and Interview of Contractor	8.0	\$ 2,120.00		4.0	4.0															\$ -	\$ -	\$ -	\$ -	\$ -
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2		CO Log (1 Change Order)	14.0	\$ 2,560.00		2.0	4.0								8.0							\$ -	\$ -	\$ -	\$ -	\$ -
3		Pay Application Reviews (6 Total)	18.0	\$ 3,000.00			6.0								12.0							\$ -	\$ -	\$ -	\$ -	\$ -
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5		Regular Meetings (Teams) (6 Total)	12.0	\$ 2,430.00		6.0									6.0							\$ -	\$ -	\$ -	\$ -	\$ -
6		Submittal Reviews (4)	16.0	\$ 4,490.00		8.0	8.0															\$ 250.00	\$ -	\$ -	\$ -	\$ -
7		Punch List+Final Inspection	12.0	\$ 2,657.80		6.0									6.0							\$ 227.80	\$ -	\$ -	\$ -	\$ -
8		Approval Letter	8.0	\$ 1,620.00		4.0									4.0							\$ -	\$ -	\$ -	\$ -	\$ -
		END BASIC SERVICES																								
		Total Basic Service Hours:	766.5	\$ 124,843.05	0.0	72.5	68.0	0.0	0.0	0.0	18.0	80.0	0.0	0.0	392.0	0.0	48.0	14.0	0.0	56.0	18.0	\$ 2,633.05	\$ -	\$ -	\$ -	\$ -
Total Basic Services			766.5	\$ 124,843.05																						
SUPPLEMENTAL SERVICES																										
1		Easement and ROW Figures	34.0	\$ 5,720.00		2.0	8.0										16.0	8.0				\$ -	\$ -	\$ -	\$ -	\$ -
Total Supplemental Services			34.0	\$ 5,720.00																						
Total Basic + Supplemental Services			800.5	\$ 130,563.05																						



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. 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.
- 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 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.
- Texas Government Code, Chapter 2276 – 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 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).

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.

Eric C. Scheibe, PE, CFM
CFM

Digitally signed by Eric C.
Scheibe, PE, CFM
Date: 2026.07.15 13:31:31 -05'00'

Signature

Eric C. Scheibe, PE, CFM

Printed Name

07/15/2026

Date

Scheibe Consulting, LLC

Company Name

President

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scheibe Consulting, LLC
Austin, TX United States

Certificate Number:
2026-1489415

Date Filed:
07/15/2026

Date Acknowledged:

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.

On-Call Eng
Engineering Services

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 Eric C. Scheibe, PE, CFM, and my date of birth is 04/21/79.

My address is 11612 Bee Cave Rd., Bldg. 1, Ste. 240, Austin, TX, 78738, 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 15th day of July, 2026.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

A stylized graphic featuring a grey five-pointed star at the top right. A curved swoosh line starts from the bottom left and points towards the star. Behind the swoosh are two overlapping grey rectangular shapes.

PROFESSIONAL SERVICES AGREEMENT FOR LOW WATER CROSSING FLOOD MITIGATION PHASE 1 PROJECT

RS-26-117

August 4, 2026

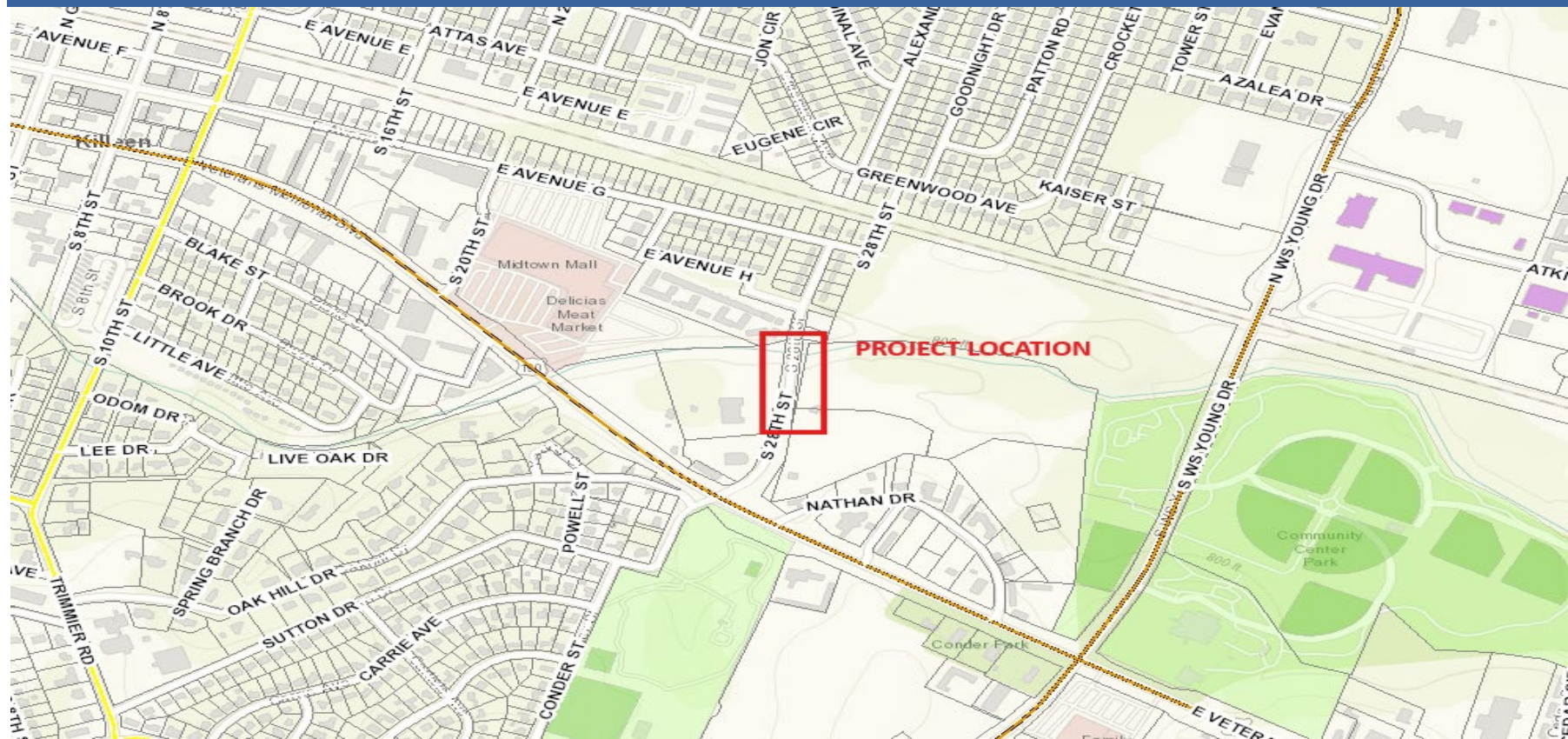
Background and Findings

2

- ❑ The FY 2025 Capital Improvement Plan included the Low Water Crossing Flood Mitigation Project for Phases 1 through 3.
- ❑ This project includes modifications to the culvert along S. 28th Street adjacent to the Central Fire Station to address the roadway flooding.
- ❑ Scheibe Consulting, LLC submitted a professional services agreement (PSA) for the design and contract administration of this project in an amount of \$130,563.05.
- ❑ Schiebe Consulting has provided exceptional design and contract administration on several past Stormwater infrastructure projects.

Location Map

3



Recommendation

4

- City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with Scheibe Consulting, LLC for the design and contract administration of the Low Water Crossing Flood Mitigation Phase 1 Project, in the amount of \$130,563.05 and 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-26-118

Consider a memorandum/resolution authorizing the City Manager to enter into a Local Landscape Agreement with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Andrew Zagars, P.E. City Engineer

SUBJECT: Local Landscape Agreement with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project

BACKGROUND AND FINDINGS:

The W.S. Young and I-14 Drainage and Landscape Improvement project was included in the 2021 Capital Improvement Plan.

On June 2, 2026, the city council authorized the award of Bid No. 26-16, W.E. Young and I-14 Drainage and Landscape Improvement project to Gage and Cade Construction, LLC in the amount of \$452,115.50.

Since the project limits are within the Texas Department of Transportation (TXDOT) right of way and includes landscaping, a Local Landscape agreement is needed. The agreement states that the city will be responsible for funding the project, construction, and maintenance once completed. These agreements are a necessary requirement for any work within the TXDOT right of way that includes landscaping.

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?

There is no additional expenditure to the project as it relates to the agreement with TXDOT.

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 to enter into a Local Landscape Agreement with the Texas Department of Transportation for the WS Young and I-14 Drainage and Landscape Improvement Project.

DEPARTMENTAL CLEARANCES:

Engineering Services

Finance

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement

Presentation

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this 4 day of August, 2026, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Killeen, Bell County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated August 4, 2026, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the **Stormwater Drainage System** project, which is located on **the right of way of I-14 with WS Young Drive intersection** non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along (IH-14) from **1721 E Central Texas Expressway** to **1801 E Central Texas Expressway**.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Killeen on the 4th day of August, year 2026, and the Texas Department of Transportation, on the _____ day of August, year 2026.

ATTEST:

CITY OF KILLEEN _____

By Interim City Manager _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

District

Attachments

[Contact/Help](#)



LANDSCAPE AGREEMENT WITH TXDOT FOR I-14 DRAINAGE AND LANDSCAPE IMPROVEMENT PROJECT

RS-26-118

August 4, 2026

Background

2

- ❑ FY 2021 Capital Improvement Plan included the I-14 Drainage and Landscaping Improvement Project.
- ❑ The project includes the improvement of the northeast corner of W.S. Young and I-14 frontage road.
- ❑ The project includes undergrounding all the drainage and removing the open ditch and replace with sidewalk and landscaping.
- ❑ On June 2, 2026, the City Council awarded the construction of this project to Gage and Cade Construction LLC, in the amount of \$452,113.50

Background

3

- The Landscape Agreement is between TXDOT and the City of Killeen.
 - ▣ Allows the City to install the landscaping within the portion of the TXDOT right-of-way the project overlaps.
 - ▣ Clarifies the maintenance responsibilities onto the city.
- The agreement is a requirement of a permit by TXDOT.

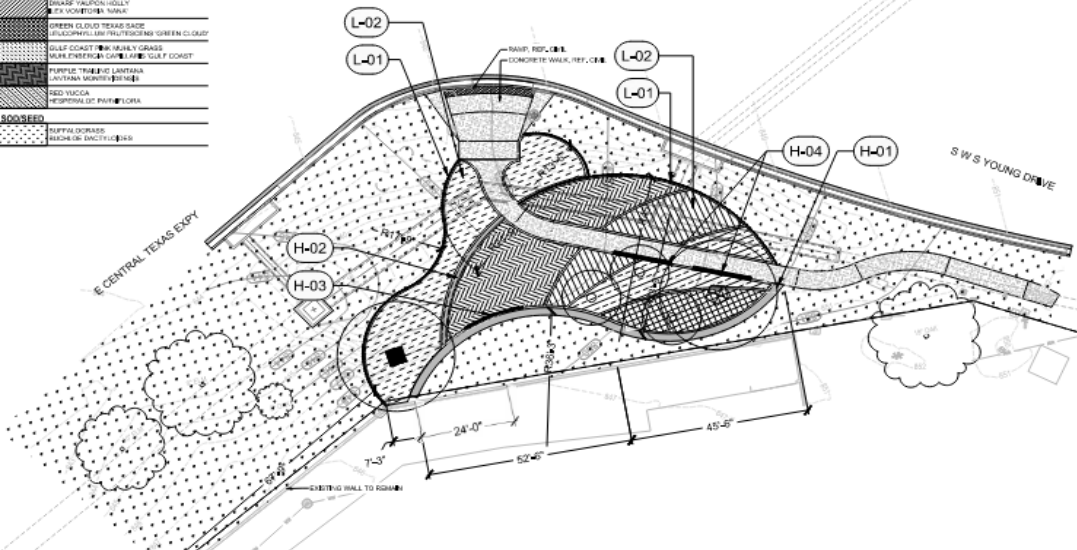


4

Project Location

W.S. Young and I-14

PLANT SCHEDULE	
SYMBOL	COMMON / BOTANICAL NAME
ORNAMENTAL TREES	
○	MEXICAN SILVERBEECH LINDERA SYRIACA
SHADE TREES	
⊙	EXOTIC OAK ALBUQUERQUE OAK
⊙	SOUTHERN LIVE OAK QUERCUS VIRGINICA
SHRUB AREAS	
▨	LOW GROUND COVER ST. PETER'S WORT
▨	GREEN CLOUD TREES JACOBINUS SP.
▨	GREEN CLOUD TREES JACOBINUS SP.
▨	GULF COAST MULLEIN
▨	PURPLE TREES JACOBINUS SP.
▨	RED YUCCA YUCCA ROSEI
ROSEWOOD	
▨	MULLEIN
▨	MULLEIN



KEY LEGEND	
1001	EXOTIC OAK
1002	EXOTIC OAK
1003	EXOTIC OAK
1004	EXOTIC OAK
1005	EXOTIC OAK
1006	EXOTIC OAK
1007	EXOTIC OAK
1008	EXOTIC OAK
1009	EXOTIC OAK
1010	EXOTIC OAK
1011	EXOTIC OAK
1012	EXOTIC OAK
1013	EXOTIC OAK
1014	EXOTIC OAK
1015	EXOTIC OAK
1016	EXOTIC OAK
1017	EXOTIC OAK
1018	EXOTIC OAK
1019	EXOTIC OAK
1020	EXOTIC OAK



5

Landscape Plan

W.S. Young and I-14

Recommendation

6

- Staff recommends the Council authorize the City Manager, or designee to enter into the Landscape Agreement with TXDOT for the I-14 and W.S. Young Drainage and Landscape Improvement Project.



City of Killeen

Staff Report

File Number: OR-26-013

Consider an ordinance amending the Code of Ordinances, Chapter 12, Flood Damage Prevention.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Amending Chapter 12 - Flood Damage Prevention

BACKGROUND AND FINDINGS:

The Engineering division was previously organized in the Development Services Department. This was changed in March 2025 to designate the City Engineer's Office as a standalone department responsible for reviewing construction drawings and infrastructure projects for compliance with codes, regulations, and standards. This includes evaluation of projects for adequate drainage and flood prevention measures. Chapter 12 is established to minimize risk due to flooding and grants authority to the floodplain administrator to regulate any structures or use of land that may alter the natural floodplain or stream channels. The current adopted code designates the Building Official as the floodplain administrator in Sec. 12-36.

Staff Findings:

Staff finds that the City Engineer is the best-qualified position to review development within the floodplain and recommends amending Sec. 12-36 to remove the term "Building Official" and designate the City Engineer as the floodplain administrator.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This amendment conforms to the City's policy and procedures, as detailed in Chapter 1, Sec 1-6 of the Code of Ordinances.

FINANCIAL IMPACT:

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

This is not applicable.

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 amending Chapter 12 as presented.

DEPARTMENTAL CLEARANCES:

Planning

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

Presentation

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY OF KILLEEN CODE OF ORDINANCES; DESIGNATING THE CITY ENGINEER AS THE FLOODPLAIN ADMINISTRATOR; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Killeen has declared the application and enforcement of the City's floodplain regulations to be necessary for the promotion of the public health, safety, and general welfare of the City.

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

SECTION I. That Chapter 12 of the Code of Ordinances of the City of Killeen, Texas, is hereby amended to read as follows.

Chapter 12 – FLOOD DAMAGE PREVENTION

ARTICLE II. – ADMINISTRATION AND ENFORCEMENT

Sec. 12-36. – Floodplain administrator – designation.

The City Engineer ~~building—official~~ is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.

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 4th day of August 2026, 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:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Ord. #26-____



ORDINANCE AMENDING CHAPTER 12 – FLOOD DAMAGE PREVENTION

OR-26-013

August 4, 2026

Ordinance Amending Chapter 12

2

- Killeen Code of Ordinances Sec. 12-36 currently designates the Building Official as the floodplain administrator for the city.

Ordinance Amending Chapter 12

3

- The City Engineer is responsible for reviewing construction drawings and infrastructure projects for compliance with codes, regulations, and standards, including evaluation of projects for adequate drainage and flood prevention measures.
- Staff finds that the City Engineer is the most appropriate position to review development within the floodplain.

Staff Recommendation

4

- Therefore, staff recommends approval of the proposed ordinance amending Chapter 12 to designate the City Engineer as the Floodplain Administrator.



City of Killeen

Staff Report

File Number: RS-26-119

Consider a memorandum/resolution approving an election services contract with Bell County.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Elaine Simpson, City Secretary

SUBJECT: Election Services Contract with Bell County (November 2026 Election)

BACKGROUND AND FINDINGS:

On August 4, 2026, the City Council will consider calling a special election to be held on November 3, 2026. Bell County will also be holding an election on November 3, 2026. To eliminate voter inconvenience, it is recommended that the city hold a joint election with Bell County which requires an election agreement.

As identified in the contract, Bell County will coordinate, supervise, and handle all aspects of administering the election.

THE ALTERNATIVES CONSIDERED:

Which alternative is recommended? Why?

Click or tap here to enter text.

CONFORMITY TO CITY POLICY:

Holding a joint election with Bell County conforms to Article IX of the City Charter and the Texas Election Code.

FINANCIAL IMPACT:

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

Bell County has indicated in their contract that the total estimated cost for the November 3, 2026 Election cannot be determined at this time. The contract further states that after the final determination has been made of whom the entities within Bell County will be participating in the

election are identified, Bell County will provide an unofficial cost estimate. Using historical costs and along with equipment and staffing costs provided in the contract, staff's estimate is \$21,000 for the City's portion of costs.

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

Election expenses are annual expenditures

Is this revenue/expenditure budgeted?

Yes, funds will be included in the FY 2027 Proposed Budget in the General Fund Legal Department Account 100-55620-150-152-0000 Elections Expenses

If not, where will the money come from?

Click or tap here to enter text.

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

Yes, upon approval of the FY 2027 Proposed Budget.

RECOMMENDATION:

Staff recommends the City Council approve an election services contract with Bell County.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Contract
Presentation



Bell County

The Office of Elections Administration

Dr. Desi Roberts, Elections Administrator

550 E. 2nd Ave
P.O. Box 1629
Belton, Texas 76513
254.933.5774
Fax 254.933.6754

Elections@BellCounty.Texas.gov
Voter.Registration@BellCounty.Texas.gov

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Uniform Election Agreement and Contract for Election Services (Contract) is made by and between the Bell County Elections Administrator (Elections Administrator) and political subdivisions (Participating Authority or Participating Authorities, namely _____ located entirely inside the boundaries of Bell County.

This contract is made pursuant to the Texas Election Code Sections 31.092 and Texas Education Code Section 11.0581 for an election to be held on the uniform election date of **November 3rd, 2026**, and administered by Dr. Desi Roberts, Bell County Elections Administrator. This contract supersedes all prior contracts and agreements regarding the conduct of elections between a Participating Authority and the Bell County Elections Department. Participating Authorities who desire to utilize Bell County Elections Services shall return the signed contract for participation during the Uniform Election of November 3rd, 2026, **on or before August 20, 2026**. Send all documents to jeannette.araiza@bellcounty.texas.gov and desi.roberts@bellcounty.texas.gov. Throughout this period, open accessibility and communication shall be maintained.

RECITALS

WHEREAS, each Participating Authority plans on holding an election on November 3rd, 2026;

WHEREAS, Bell County owns an electronic voting system, the Election System and Software (ES&S) voting system, which includes the DS200 precinct scanner, the DS850 central scanner, and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities express their desire to share the use of Bell County's electronic voting system, to compensate Bell County for such use, and to share in certain other expenses connected with this uniform election, in accordance with the applicable provisions of Chapters 31 of the Texas Election Code, and 281 of the Texas Health and Safety Code as amended, and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Participating Authorities agree to participate in a Uniform Election with Bell County in accordance with the Texas Election Code, all other applicable Texas Codes or laws, and this Contract. The Elections Administrator shall coordinate, supervise, and administer all aspects of the Election as this contract provides. Each Participating Authority agrees to compensate the Elections Administrator for equipment, programming, election workers, supplies, services, and administrative costs as provided in this contract. The Elections Administrator shall serve as the Election Officer for this Uniform Election; however, each Participating Authority shall be held accountable for its information sharing and required documents necessary for the lawful conduct of this Uniform Election. The Elections Administrator shall obtain all required approval or authorization from the Bell County Commissioners' Court, the Elections Board, and Advisories from the Elections Department, Office of the Texas Secretary of State.

It is understood that other political subdivisions and districts may wish to participate in the use of Bell County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those outlined in this contract. In such cases, costs shall be prorated among the participants according to Section XII of this Contract. Political subdivisions agrees to approve and return their ballot proofs within 24 hours to avoid missing preparation deadlines.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's



Bell County

The Office of Elections Administration

Dr. Desi Roberts, Elections Administrator

550 E. 2nd Ave
P.O. Box 1629
Belton, Texas 76513
254.933.5774
Fax 254.933.6754

Elections@BellCounty.Texas.gov
Voter.Registration@BellCounty.Texas.gov

governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that the Texas Election Code requires. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of its respective election orders and notices to the Elections Administrator. Participating Authorities shall adhere to detailed timelines established to maintain the progress of election preparation. A Participating Authority risks exclusion from ballot programming activities if deadlines are missed.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to remedy issues or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with the Elections Administrator. Any Participating Authority failing to perform will reimburse the Elections Administrator for additional costs and expenses to Bell County, including all costs associated with interference in conducting the Election.** Participating Authority is required to respond immediately to request for information.

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall comply with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for the use of an alternate site. The Elections Administrator shall notify the Participating Authorities.

If polling places for the November 3, 2026, Election are different from the polling place(s) used by a Participating Authority in its most recent Election the Elections Administrator agrees to post a notice no later than November 1, 2026, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 3, 2026, election. This notice shall be written in both English and Spanish.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will compensate, train, and support all election workers.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Bell County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange the date, time, and place for the presiding election judges to pick up their election supplies. As outlined in Sec. 32.009 of the Texas Election Code, each presiding election judge and an alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint. The number of poll workers will be based on the specific site; however, 4 to 6 poll workers are estimated.



Bell County

The Office of Elections Administration

Dr. Desi Roberts, Elections Administrator

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Each election Judge and Clerk will receive compensation at the hourly rate established by Bell County pursuant to Texas Election Code Section 32.091. The election judge will be compensated for mandated training events, picking up the election supplies before Election Day, and returning the supplies and equipment to the central counting station after the polls close.

On the date of the drafting of this contract, the compensation rates established by Bell County are:

Early Voting – Deputy Early Voting Clerks (\$17 an hour), Assistant Clerks (\$15 an hour)
Election Day – Presiding Judge (\$17.00 an hour), Alternate Judge (\$17.00 an hour), Clerk (\$15.00 an hour)

Election judges and clerks who attend ADA, voting equipment, and training procedures shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and the post-election processes conducted by warehouse personnel. Part-time personnel supporting the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Bell County in accordance with Election Code Sections 88.005, 128.004, and 128.006.

Per Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The Elections Administrator will pay the actual cost of such third-person services and supplies and will be reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment, including, but not limited to, Bell County's electronic voting system, ADA remediation equipment and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps, and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure the availability of tables and chairs at each polling place. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 128 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a Uniform election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed. The Elections Administrator shall ensure that all voting equipment is programmed with the appropriate ballot styles to conduct a fair election. The Elections Administrator will arrange for the transportation of all voting equipment and signage to the voting sites.

Within a designated timeframe Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Administrator. Each Participating Authority shall be responsible for proofreading and approving the ballot pertaining to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. The Elections Administrator shall not delay the entire process for any delayed submission or approval.

If a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the total cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.



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Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.008, on Election Day shall be conducted exclusively on Bell County's electronic voting system.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the Election as required by the Election Code.

The Elections Administrator may conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Election Administrator shall serve as the Early Voting Clerk per Sections 31.098 and 281.006, Texas Election Code. The Elections Administrator shall appoint Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Bell County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent Bell County Elections Administration employees may be paid from the election services contract fund for contractual duties performed outside of regular business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the designated locations, dates, and times. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for the use of an alternate site. The Elections Administrator shall notify the Participating Authorities of any changes to the locations. Any Bell County qualified voter of the General Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Bell County Elections Department
P.O. Box 1629
Belton, Texas 76513

Physical Location
Early Voting Clerk
550 East 2nd Avenue
Belton, Texas 76513

After the first day of Early Voting, the Elections Administrator shall post on the Bell County Elections Office webpage the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Bell County Early Voting Ballot Board (EVBB) shall process Early Voting results from the Uniform Election. The Presiding Judges, with the assistance of the Elections Administrator (Elections Board), shall appoint two or more additional members (clerks) to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots. The date and time for convening the EVBB are recommended by the Presiding Judge and approved by the Elections Administrator.



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IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps to establish and operate the central counting station to receive and tabulate the voted ballots per the provisions of the Texas Election Code and this contract.

The Counting Station Manager (Elections Administrator) or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and center returns from the Election to the participants, candidates, press, and public by the distribution of electronic copies at the central counting station and by posting to the Bell County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Bell County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 68.004 after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election. Each Participating Authority should ensure its canvass dates are scheduled after the Elections Administrator publishes the final tabulation (Not before 6:00 pm the following Tuesday after Elections Day).

The Elections Administrator will prepare the electronic results reports for uploading to the Secretary of State as required by Section 68.018 of the Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 128.201 of the Texas Election Code unless the Secretary of State grants a waiver. The notification will be posted on the official webpage.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE BELL COUNTY

Bell County Elections will not consider conducting elections in territories outside of Bell County.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such a runoff election, the terms of this contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three business days of the original Election.

The Elections Administrator shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original Election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November, 3, 2026, election and to conduct its drawing for ballot positions at or immediately following such meeting to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 3, 2026, Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.



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XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration of the Uniform election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of 10%, (ii) plus an equal share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined by dividing the total cost by the number of Participating Authorities. An itemized cost list is the basis for the final Total Cost report/invoice, which will be submitted to each Participating Authority after the Election.
2. Each Participating Authority's share of the staffing fee for election workers will be an even share among entities.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the following prices for leasing county-owned voting equipment:
 - ExpressVote Ballot Marking Device
 - DS200 Precinct Scanner;
 - DS850 Central Count scanner to cover the duration of the Election;
 - Electronic poll book.

The Participating Authority's share of voting equipment costs will be evenly divided. If applicable, the leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this contract, the charge for the use of the equipment may be reset or adjusted.

- a) **Administrative Fee.** Each Participating Authority agrees to pay the Bell County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less than the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.
 - b) **Technical Support.** The Elections Administrator will contract with the elections equipment vendor to provide on-site support and consultation for Election Day at an estimated amount of \$5000.
4. Other charges may include, but are not limited to, printing fees and postage for ballot-by-mail.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the Bell County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this contract, and the Election should it determine a cancellation of its Election is in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Official written notification (ordinance canceling the election) should be forwarded to the Election Administrator within 48 hours.



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XIV. RECORDS OF THE ELECTION

The Elections Administrator is appointed general custodian of the voted ballots and all Election records as authorized by Acts 2009, 81st Leg., R.S., Ch. 465 (S.B. 281), Sec. 2, eff. September 1, 2009, or Sec. 66.001. GENERAL CUSTODIAN OF ELECTION RECORDS.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the Office of the Elections Administrator or at an alternate facility to store County records. The Elections Administrator shall ensure that the records are maintained in order so that they are identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the Election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation, or open records request that may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or a location approved by the Elections Administrator. The Elections Administrator shall serve as Recount Supervisor, and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

The Elections Administrator shall file copies of this document with the Bell County Treasurer and the Bell County Auditor in accordance with Section 31.099 of the Texas Election Code.

Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.

If one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



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All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments to this contract shall be of no effect unless in writing and signed by all parties hereto.

Participating Authority agrees to act in good faith in the performance of this agreement and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND PAYMENT OF FUNDS

The total *estimated* cost for the November 3, 2026, Uniform Election is subject to change. Each Participating Authority's portion will be a cost-sharing approach, and all reasonable cost reduction methods will be adopted. As soon as reasonably possible after the Election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses. The exact amount of each Participating Authority's obligation under the terms of this contract shall be calculated after the Election (or runoff election, if applicable). A final invoice from the Elections Administrator will be provided with the payable amount. Each Participating Authority shall make its payment within 45 days of receiving the invoice from the Elections Administrator. To expedite election preparation, **each Participating Authority should make every effort to return its signed copy of this contract within ten days of receipt.**

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2026.

Dr. Desi Roberts CPM
Elections Administrator
Bell County, Texas
desi.roberts@bellcounty.texas.gov

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2026.

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Title: _____



ELECTION SERVICES CONTRACT WITH BELL COUNTY

RS-26-119

August 4, 2026

Background

2

- On August 4, 2026, City Council will consider calling the November 3, 2026 Special Election.
- To eliminate voter inconvenience is it recommended to contract Election Services with Bell County.

Agreement

3

- ❑ Duties and Services of Bell County:
 - ▣ Procure ballots and election supplies
 - ▣ Prepare voting machines for use
 - ▣ Arrange for a central counting station
 - ▣ Publish Notice for Testing of Election Equipment
 - ▣ Approve, train and support all election workers
 - ▣ Coordinate, supervise, and handle all aspects of administering the Election.



Voting Equipment

DS200 Precinct Scanner & DS850 Central Scanner
ES&S ExpressVote Accessible Electronic Ballot Marker

Fiscal Impact

5

- Bell County has indicated that the total estimated cost for the November 3 election cannot be determined at this time. Costs of the election will be prorated among all participants.
- City staff estimates the City's portion of the cost to be \$21,000.

Recommendation

6

Staff recommends the City Council approve an Election Services Contract with the Bell County Elections Officer for the November 3, 2026, Special Charter Election.



City of Killeen

Staff Report

File Number: RS-26-120

Consider a memorandum/resolution setting the preliminary property tax rate for the Fiscal Year 2027 Annual Budget and setting the date to hold a public hearing.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Setting the Preliminary Tax Rate & the Date of the Public Hearing

BACKGROUND AND FINDINGS:

Truth-in-taxation laws require the governing body to publish notice and hold a public hearing if the proposed tax rate exceeds the lower of the no-new-revenue tax rate or the voter-approval rate. The following tax rates per \$100 valuation are relevant to the proposed FY 2027 Budget:

Current Rate	0.7014
No-New-Revenue Rate	0.7048
Notice and Hearing Rate	0.7048
Budgeted Rate (Preliminary Tax Roll)	0.7215
Budgeted Rate (Certified Tax Roll)	0.7215
Voter-Approval Rate	0.7302
Recommended Preliminary Rate	0.7301

The proposed FY 2027 Budget was initially developed using a tax rate of **\$0.7215**. However, following receipt of the certified appraisal roll, the projected property tax levy was lower than anticipated. As a result, staff recommends establishing a preliminary tax rate of **\$0.7301** to provide sufficient revenue to support the proposed FY 2027 Budget. Because the proposed operating tax rate exceeds the no-new-revenue tax rate, state law requires the City Council to establish the preliminary tax rate by record vote.

The preliminary tax rate serves as the maximum rate the Council may ultimately adopt. The final adopted tax rate may be equal to or lower than the preliminary tax rate but may not exceed it.

The public hearing is scheduled for September 1, 2026, with adoption of the tax rate to occur the same day. State law permits the governing body to adopt the rate at the hearing or within seven days following it. The required notice must be published at least five days before the hearing.

Taxpayer Impact	Current FY 2026	Proposed FY 2027	Difference
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Median-Valued Homestead	\$232,585	\$232,822	\$237
Tax Rate	0.7014	0.7215	0.0201
Annual Property Tax Levy	\$1,631.35	\$1,679.81	\$48.46
Monthly Cost	\$135.95	\$139.98	\$4.04

Taxpayer Impact Current FY 2026 Recommended FY 2027 Difference

Median-Valued Homestead	\$232,585	\$232,822	\$237
Tax Rate	0.7014	0.7301	0.0287
Annual Property Tax Levy	\$1,631.35	\$1,699.83	\$68.48
Monthly Cost	\$135.95	\$141.65	\$5.71

Property tax amount = tax rate X taxable value of your property / 100

THE ALTERNATIVES CONSIDERED:

Rate Type	Tax Rate	Tax Levy	M&O Variance
Current Rate	\$0.7014	\$75,702,535	(\$3,202,694)
No-New-Revenue Rate	\$0.7048	\$76,043,497	(\$2,882,173)
Budgeted Rate (Preliminary Tax Roll)	\$0.7215	\$79,318,894	-
Budgeted Rate (Certified Tax Roll)	\$0.7215	\$77,716,218	(\$1,209,452)
Voter-Approval Rate	\$0.7302	\$78,587,636	(\$338,035)
Recommended Preliminary Rate	\$0.7301	\$78,577,619	(\$348,051)

Which alternative is recommended? Why?

Staff recommends setting the preliminary tax rate at **\$0.7301** and setting the date of September 1, 2026 for the public hearing. The certified roll supports the same rate.

CONFORMITY TO CITY POLICY:

This recommendation complies with Truth-in-Taxation requirements under the Texas Property Tax Code.

FINANCIAL IMPACT:

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

This action does not impact the current fiscal year budget. It determines the maximum tax rate allowable for the upcoming FY 2027 Budget.

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 setting the preliminary tax rate at **\$0.7301**.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

FY 2027 Tax Rate Calculation

Presentation

City of Killeen, Texas
Fiscal Year 2027 / Tax Year 2026

Estimated Taxpayer Impact (Certified Roll)

The following reflects the estimated impact of the City's proposed FY 2027 tax rate on the median-valued homestead property.

	Current FY 2026	Proposed FY 2027	Difference
Median-Valued Homestead Property	\$232,585	\$232,822	\$237
Tax Rate	0.7014	0.7215	0.0201
Annual Property Tax Levy	\$1,631.35	\$1,679.81	\$48.46
Monthly Cost	\$135.95	\$139.98	\$4.04
	Current FY 2026	Recommended FY 2027	Difference
Median-Valued Homestead Property	\$232,585	\$232,822	\$237
Tax Rate	0.7014	0.7301	0.0287
Annual Property Tax Levy	\$1,631.35	\$1,699.83	\$68.48
Monthly Cost	\$135.95	\$141.65	\$5.71

Property tax amount = tax rate x taxable value of your property / 100

This table illustrates the estimated change in the median homestead property tax bill under the proposed rate and recommended rate compared to the current fiscal year.

State-Mandated Taxpayer Impact Statement (HB 1522)

In accordance with House Bill 1522, 89th Texas Legislature, the City provides the following comparison of the median homestead property tax bill:

	No-New-Revenue Rate FY 2026	No-New-Revenue Rate FY 2027	Difference
Median-Valued Homestead Property	\$232,585	\$232,822	\$237
Tax Rate	0.7014	0.7048	0.0034
Annual Property Tax Levy	\$1,631.35	\$1,640.93	\$9.58
Monthly Cost	\$135.95	\$136.74	\$0.80

This statement is required by House Bill 1522. State law requires a comparison between the current year's median homestead tax bill and the estimated tax bill under a budget funded at the FY 2027 no-new-revenue tax rate. This calculation is prescribed by statute and does not reflect the City's proposed FY 2027 tax rate or the actual change in the tax bill under the proposed budget.



City of Killeen

Staff Report

File Number: RS-26-121

Consider a memorandum/resolution approving a Chapter 311 tax increment reimbursement agreement with Philip Boghosian Living Trust, the Howard Sagaser 401K Plan, & the Sagaser, Watkins, & Wieland 401K for the reimbursement of infrastructure improvements, in the amount of \$3,991,303.94

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Chapter 311 Agreement for Sante Fe Development

BACKGROUND AND FINDINGS:

The City of Killeen established Tax Increment Reinvestment Zone No. 2 (TIRZ #2) to promote local economic development and stimulate business and commercial activity within the city in accordance with Chapter 311 of the Texas Tax Code.

The Philip Boghosian Living Trust, Howard Sagaser 401K Plan, & Sagaser, Watkins, & Wieland 401K, own property within the boundaries of TIRZ #2 and a targeted investment area as defined in the Killeen Economic Development Policy.

The development will add approximately \$657.8 Million in real property ad valorem tax value at full build out. This development will include approximately 115 acres of SF-2 (Single-Family Residential) for two-family dwellings, 131 acres for M-1 (manufacturing- excluding petroleum products; wholesale storage; feed mill; sewage treatment plant; and crematoriums), and 56 acres of park and open space.

The applicant is requesting a reimbursement of road, water, sewer, and drainage improvements for the future industrial site in an amount not to exceed \$3,991,303.94. The Chapter 311 agreement would allow reimbursement of 100% of all real property tax increment generated by both the residential development and potential industrial property for the remaining life of the TIRZ #2 (2048).

THE ALTERNATIVES CONSIDERED:

1. Disapprove the Chapter 311 Tax Increment Reimbursement Agreement;
2. Amend the Chapter 311 Tax Increment Reimbursement Agreement;
3. Approve the Chapter 311 Tax Increment Reimbursement Agreement

Which alternative is recommended? Why?

Staff recommends approving the Chapter 311 agreement with the Philip Boghosian Living Trust, Howard Sagaser 401K Plan, & Sagaser, Watkins, & Wieland 401K for the reimbursement of public infrastructure costs, in an amount not to exceed \$3,991,303.94.

CONFORMITY TO CITY POLICY:

This item complies with the local and state policies.

FINANCIAL IMPACT:

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

No expenditure is anticipated in the current fiscal year. Expenditures in future years will be based on the approved budget for that year and the amount of real property tax payments paid by the owner of the property.

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

One-time expenditure.

Is this revenue/expenditure budgeted?

This expenditure will be included in the TIRZ #2 proposed budget for future years and will be appropriated upon the TIRZ #2 Board and City Council's approval of the budget for those years.

If not, where will the money come from?

N/A

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

Upon City Council approval of proposed budget for future years.

RECOMMENDATION:

That the City Council approve the Chapter 311 agreement with the Philip Boghosian Living Trust, Howard Sagaser 401K Plan, & Sagaser, Watkins, & Wieland 401K, in the amount of \$3,991,303.94 and authorize the City Manager or designee to execute same as well as any and all amendments and actions allowed per federal, state, or local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Presentation

STATE OF TEXAS §
 §
COUNTY OF BELL §

**TAX INCREMENT REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF KILLEEN, TEXAS,
TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, AND
THE PHILIP BOGHOSIAN LIVING TRUST, THE HOWARD SAGASER 401K PLAN, &
THE SAGASER, WATKINS, & WIELAND 401 K**

THIS REIMBURSEMENT AGREEMENT, regarding the reimbursement of certain public infrastructure construction costs ("**Agreement**"), is made and entered into by and between the CITY OF KILLEEN, TEXAS, a home-rule municipal corporation organized under the laws of Texas ("**City**"); the TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, KILLEEN, TEXAS, a reinvestment zone and legal entity created by the City pursuant to Chapter 311, Texas Tax Code ("**Zone**"); and PHILIP BOGHOSIAN, AS TRUSTEE OF THE PHILIP BOGHOSIAN LIVING TRUST (as to an undivided 85% interest); and, HOWARD SAGASER, TRUSTEE OF THE HOWARD A. SAGASER EARMARKED ACCOUNT OF THE SAGASER, WATKINS & WIELAND 401K PROFIT SHARING PLAN (as to an undivided 15% interest) ("**Owner**"); each a "**Party**" and collectively the "**Parties**."

RECITALS

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, a city may designate a contiguous geographic area within such city as a reinvestment zone if the area satisfies the requirements of certain sections of the Act;

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone for the payment of expenditures made, or estimated to be made, and monetary obligations incurred, or estimated to be incurred, by a municipality consistent with the plan of the reinvestment zone for "Project Costs," as defined in the Act;

WHEREAS, the Killeen City Council ("**Council**"), pursuant to Ordinance No. 08-089, established the Zone on November 4, 2008, for the purpose of dedicating the increase in tax revenue generated within the Zone to provide funds for public infrastructure and to encourage accelerated development and redevelopment in several areas of the City;

WHEREAS, pursuant to Ordinance No. 09-050, Council approved a project plan and reinvestment zone financing plan ("**TIRZ Plan**") for the Zone on August 25, 2009;

WHEREAS, pursuant to Ordinance Nos. 15-077, 17-012, and 22-097, Council amended the TIRZ Plan and boundary for the Zone on December 8, 2015, February 28, 2017, and December 13, 2022, respectively;

WHEREAS, the Board of Directors of the Zone ("**Board**") approved and adopted the TIRZ Plan, as amended;

WHEREAS, Owner owns and controls Property located within the boundaries of the Zone as evidenced by two General Warranty Deeds recorded in volume 12573 page 605 and volume 12631 page 19 of the Official Bell County Public Records as instrument numbers 2022014314 and 2022021562, respectively, and intends to construct, or cause to be constructed, certain improvements on the Property;

WHEREAS, Owner has requested reimbursement for certain public infrastructure pursuant to the TIRZ Plan;

WHEREAS, Owner intends to add approximately \$657.8 million in real property ad valorem tax value to the Property upon full build out of the Santa Fe Planned Unit Development;

WHEREAS, the Parties desire to provide for the development and financing of certain Projects to implement the TIRZ Plan; and

WHEREAS, the Parties have determined that it is in their best interests to contract with each other with regard to the Project to provide for the efficient and effective implementation of certain aspects of the TIRZ Plan.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Definitions

In addition to any terms defined elsewhere in this Agreement, the following terms shall have the meanings set out below:

"Act" means the Tax Increment Finance Act as codified in Chapter 311, Texas Tax Code, as amended.

"Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control of Owner, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise, (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

"Available TIRZ Funds" means 100% of the real property ad valorem Tax Increment of the Property.

"Commencement of Construction" means that (i) the Construction Plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project on the Property; (ii) all necessary permits for the construction of the Project on the Property pursuant to the plans have been issued by all applicable governmental authorities and/or private entities; (iii) Owner has issued a notice to proceed to a contractor to commence construction of the Project and has provided a copy to the Director; and (iv) grading of the land for construction of the Project has commenced.

"Completion of Construction" means that (i) all construction on the Project has been finalized and (ii) any governmental agency, including the City, or private entity that is required to approve or accept the Project has done so.

"Director" means the Executive Director for Development Services, or designee.

"Effective Date" means the date the last required signature is affixed to this Agreement.

"Force Majeure" means circumstances which are beyond the reasonable control of the applicable Party, including, but not limited to, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (including, but not limited to, severe rainstorms, below freezing temperatures, or tornadoes), pandemic or epidemic, labor action, strikes, or similar acts.

"Maximum Reimbursement Amount" means \$3,991,303.94. The Parties understand that this amount is inclusive of, and is not limited by, the cost estimates articulated in Exhibit B. The estimates are subject to adjustment and shall be paid as reimbursements so long as total Project Costs do not exceed the Maximum Reimbursement Amount.

"Project" means the authorized public improvements under the TIRZ Project Plan and Financing Plan, including (i) construction of a Commercial Connector (as defined in Chapter 26 of the City of Killeen Code of Ordinances), including grading work and related improvements; (ii) roadway improvements; (iii) installation of water lines and related water system improvements; (iv) construction of drainage infrastructure, including but not limited to open drainage improvements, enclosed storm drain improvements, open drainage conveyance channels, and detention facilities; and (v) construction of a sewer lift station and all associated sewer facilities, including the force main and gravity line from the lift station to N. Roy Reynolds; with said improvements being more thoroughly depicted in Exhibit "A" and being specifically described by quantities and linear footage in Exhibit "B."

“Project Costs” means those actual costs, including interest, incurred and paid by Owner in completion and in connection of the industrial related costs of the Project in which payment can be made pursuant to the Act and that are identified in the TIRZ Plan and as further identified herein; as more thoroughly described in Exhibit “B”.

“Property” means, collectively, an approximate 270.186 acre tract of land located in Bell County, Texas such land being described in Exhibit “C” and a 31.981 acre tract of land located in Bell County, Texas such land being described in Exhibit “D”. The Property is generally located north of the Burlington Northern and Santa Fe Railroad between N. Roy Reynolds Drive (to the west) and the city limits (to the east).

“Tax Increment” means the ad valorem real property Tax Value of the Property in any given year as calculated by the Bell County Appraisal District, to include both any improvements and the underlying land, less the Tax Increment Base.

“Tax Increment Base” means the ad valorem real property Tax Value of the Property as calculated by the Bell County Appraisal District’s 2025 assessment.

“Taxing Units” mean the City of Killeen, Texas; Bell County, Texas; and Central Texas College.

“Tax Value” means the collective taxable value as calculated by the Bell County Appraisal District for the Taxing Units in its assessment for the previous calendar year. For example, the Parties will utilize Bell County Appraisal District’s 2025 assessment for reimbursement requests made by Owner in 2026.

II. Owner’s Obligations

A. Owner agrees to design and construct the Project on the Property in accordance with construction plans approved by the City to the extent that such approval is required by city ordinance, state law, or federal law, as may be amended from time to time.

B. As good and valuable consideration for this Agreement, Owner agrees, subject to events of Force Majeure, to cause:

(1) Commencement of Construction to occur no later than twenty-four months from the Effective Date of this Agreement, and

(2) Completion of Construction no later than forty-eight months from the Effective Date of this Agreement.

C. During the term of this Agreement, Owner agrees that it will not rezone the Property, or a portion of the Property, that is zoned for manufacturing (*i.e.*, M-1 or M-2) as of the Effective Date to any other zoning district that is more restrictive than the current zoning district.

D. Owner agrees to construct the Project in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

E. Owner agrees to obtain and abide by all required agreements and permits that may be required by any third party in connection with construction of the Project.

F. Construction plans for the Project constructed on the Property will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

G. Owner shall make timely payment of real property taxes owed by Owner to the City, including, but not limited to real property taxes owed on the Property, during the term of this Agreement.

H. Upon reasonable request by the Board (but not more often than quarterly), Owner shall report to the Board to provide updates on the status of any Project underway. Owner agrees that it shall design and construct or cause to be designed and constructed the Project subject to the terms of the TIRZ Plan and this Agreement.

III. City's Obligations

A. The duty of the City to make reimbursement payments to Owner for any purpose under this Agreement is limited in its entirety by the provision of this Agreement and Available TIRZ Funds and is expressly conditioned on both the timely payment of the real property taxes owed by Owner, or its Affiliates, during the term of this Agreement and Owner's satisfaction of obligations contained within this Agreement.

IV. Reimbursement of Project Costs

A. Payments by the City shall be paid to Owner as a reimbursement of the Project Costs incurred in the construction of the approved Project by Owner or a third party successor in-interest to Owner in an amount not to exceed the Maximum Reimbursement Amount.

B. Upon completion of the Project, Owner shall submit all paid invoices for reimbursement of Project Costs to the Director. The City shall, within ninety calendar days, render a reimbursement payment in the lesser amount of (i) total reimbursable Project Costs or (ii) Available TIRZ Funds.

C. In the event that the Available TIRZ Funds are inadequate to reimburse Owner for its Project Costs, the unreimbursed amount shall be carried forward to the following year and shall be reimbursed no later than May 31 in the lesser amount of (i) total reimbursable Project Costs, or (ii) Available TIRZ Funds. The Parties understand that this process shall continue until City reimburses Owner the entirety of its Project Costs or the Maximum Reimbursement Amount; whichever is less.

D. City shall have no obligation to make a payment during the occurrence of an uncured breach on the part of Owner. However, the City may do so at its discretion and such an election shall not be deemed a waiver of any remedies the City may have in respect to such default.

E. The City shall deposit the Tax Increment generated from the Property into a separate, segregated subaccount within the TIRZ Fund dedicated solely to this Agreement. The City shall maintain such account separate and apart from other funds of the Zone, and amounts in such account shall be used exclusively to pay or reimburse eligible Project Costs in accordance with this Agreement and the TIRZ Project and Financing Plan.

V. Default

A. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or materially breaches or violates any of its representations contained in this Agreement.

B. If Owner fails to comply with Paragraph II(C), Owner shall be immediately deemed in default with no cure period afforded to it. Further, Owner agrees that it will reimburse City any funds disbursed by City to Owner pursuant to this Agreement immediately following such a default.

C. Except as provided herein, before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced within thirty (30) days of the receipt of such notice and thereafter diligently pursued until completion. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

D. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of Force Majeure, the time for such performance shall be extended by the amount of time of such delay.

VI. Term and Termination

A. This Agreement shall become effective on the Effective Date and shall automatically terminate on December 31, 2048, or upon the occurrence of one or more of the following:

- (1) by written agreement of the Parties;
- (2) upon reimbursement to Owner for all eligible Project Costs up to the Maximum Reimbursement Amount;
- (3) by any Party in the event a Party breaches any of the terms or conditions of this Agreement and such breach is not cured within the time periods specified, if any; or
- (4) by City if Owner suffers an event of bankruptcy or insolvency.

VII. Insurance

A. Prior to construction of a Project, Owner shall require its general contractor, at its expense, to maintain in full force and effect, the following insurance under the following terms:

(1) A policy of insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to the general contractor's performance of its obligations pursuant to this Agreement with (a) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage with an aggregate of not less than \$2,000,000; (b) policy of automobile liability insurance covering any vehicles owned and/or operated by the general contractor, its officers, agents, and employees, and used in the performance of its obligations hereunder with a minimum of \$1,000,000; and (c) statutory Workers' Compensation Insurance covering all employees involved in the performance of its obligations hereunder.

(2) All insurance and certificate(s) of insurance shall contain the following provisions: (a) name the City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers' Compensation Insurance; (b) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (c) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(3) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service and must be acceptable to the City.

(4) A certificate of insurance evidencing the required insurance shall be submitted prior to beginning construction of a Project.

(5) The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements to existing insurance coverage consistent with the terms of this Article.

VIII. Miscellaneous Provisions

A. Recitals. All the above recitals are hereby found to be true and are hereby incorporated into this Agreement as if fully set forth in their entirety.

B. Time of the Essence. Time is of the essence for this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

C. Assignability. This Agreement shall be binding on and inure to the benefits of the Parties to it and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by Owner without the prior written consent of City. Consent to assignment to an Affiliate shall not be unreasonably withheld, conditioned, or delayed.

D. Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by email along with mailing written confirmation at substantially the same time as the email, or personally delivered to an officer of the receiving Party at the following addresses:

If to the City:

City of Killeen, Texas
101 N. College Street
Killeen, Texas 76541
Attn: City Manager

With copy to:

City of Killeen, Texas
101 N. College Street
Killeen, Texas 76541
Attn: City Attorney
Email: hclements@killeentexas.gov
awallander@killeentexas.gov

If to the Zone:

Reinvestment Zone Number Two,
City of Killeen, Texas
c/o City of Killeen, Texas
101 N. College Street
Killeen, Texas 76541
Attn: Chairman, Board of Directors

With copy to:

City of Killeen, Texas
101 N. College Street
Killeen, Texas 76541
Attn: City Attorney
Email: hclements@killeentexas.gov
awallander@killeentexas.gov

If to Owner:

Howard Sagasser, Trustee
5260 N. Palm Ave. Ste. 400
Fresno, CA 93704
E-mail: HAS@sw2law.com

With copy to:

William McLean
McLean & Howard Law
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
E-mail:
bmclean@mcleanhowardlaw.com

A Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by email shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for, or actually received by, an authorized officer of the City, the Zone, or Owner, as the case may be.

E. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. There is no other collateral oral or written agreement among the Parties that in any manner related to the subject matter of this Agreement. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each Party.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

G. Severability. The provisions of this Agreement are severable and, in the event that any portion of this Agreement is found to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected, and this Agreement will be construed as if it had never contained such invalid or unconstitutional provision.

H. Governing Law. This Agreement is a contract made under, and shall be construed in accordance with, and governed by the laws of the United States of America and the State of Texas. Any actions concerning this Agreement shall be brought in either the Texas State Courts of Bell County, Texas or the United States District Court for the Western District of Texas.

I. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. In the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

J. Right of Offset. City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or

otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court; provided, however (i) City shall provide Owner notice within thirty days of determining that any debt is believed lawfully due to City from Owner; (ii) Owner shall have an opportunity to resolve or pay such debt to City within thirty days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) Owner contest whether or in what amount any debt is owed to City by providing written notice to the City within thirty days of notice of the City's intent to offset the debt. The City may not offset any asserted amount of debt owed by Owner to the City, pursuant to this Agreement, during any period in which Owner is timely contesting such debt.

K. Independent Contractor. It is expressly understood and agreed by the Parties that in performing its services hereunder, Owner shall at no time be acting as an agent of the City or the Zone, and that all consultants or contractors engaged by Owner shall be independent contractors of Owner. The Parties understand and agree that the City and the Zone shall not be liable for any claims that may be asserted by any third Party occurring in connection with services performed by Owner under this Agreement unless such claims are due to the fault of the City or the Zone.

L. Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

M. Waiver. Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

No Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, students, and agents as a result of its execution of this Agreement and performance of the covenants contained herein

N. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

O. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

P. Employment of Undocumented Workers. During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 USC Section 1324a(f), Owner shall repay the amount of the reimbursements received by Owner as of the date of such violation within one-

hundred twenty business days after the date Owner is notified by the City of such violation.

Q. Construction. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for drafting this Agreement.

[Signature page follows]

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed on the date of each signature below. This Agreement shall be effective upon the Effective Date.

CITY OF KILLEEN

ATTEST

Kent Cagle
City Manager

Date

City Secretary

Date

**TAX INCREMENT REINVESTMENT
ZONE NUMBER TWO**


Bobby Whitson
Chair, Board of Directors

7/15/26

Date

**PHILIP BOGHOSIAN, TRUSTEE OF
THE PHILIP BOGHOSIAN LIVING TRUST**

DocuSigned by:

2DDFABF0056446B...

7/10/2026

Philip Boghosian
Trustee

Date

**HOWARD SAGASER, TRUSTEE OF THE HOWARD A.
SAGASER EARMARKED ACCOUNT OF THE SAGASER, WATKINS &
WIELAND 401K PROFIT SHARING PLAN**

DocuSigned by:

85D8EE0C848F448...

7/9/2026

Howard Sagasser
Trustee

Date

Exhibit A



R REPUBLIC INDUSTRIAL & COMMERCIAL SERVICES 12345678901234567890	
AYCOCK PROPERTY	
MIXED USE CONCEPT	
1	

Exhibit A

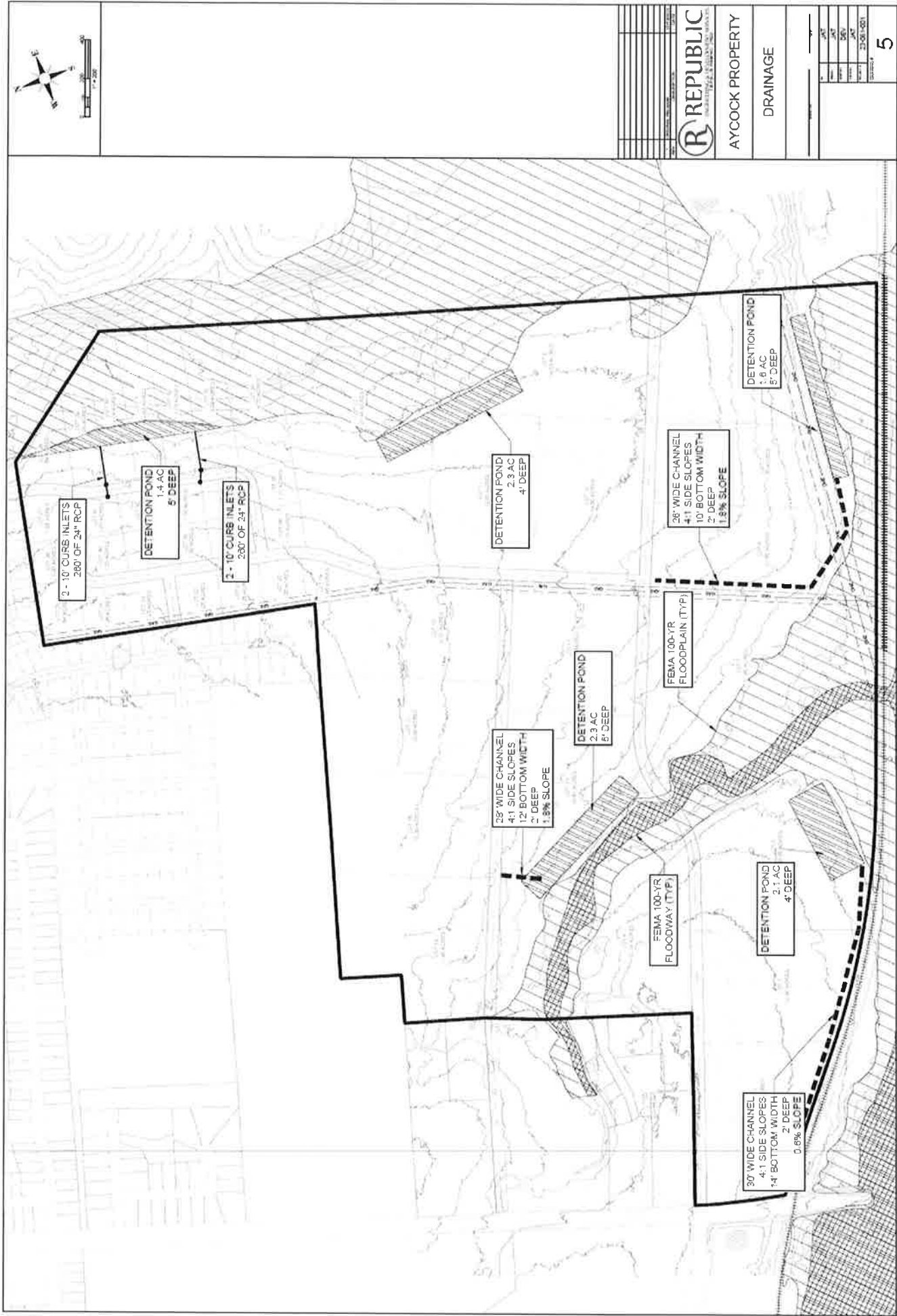


Exhibit B



✉ info@RepublicEDS.com

📍 6305 Pat Cole
Temple, Texas 76502

June 26, 2026

To Whom it May Concern,

Below is the Engineers Opinion of Probable Cost (OPC) for the collector road and associated drainage and utilities necessary for the full development of the Industrial portion of the Santa Fe PUD.

The street design is based on a preliminary geotechnical engineering report conducted by MidTex Testing, dated 6/25/2026. For full report, please reach out to Republic Engineering.

Cost are broken down between the infrastructure needed for a stand-alone industrial development and the upsizing needed for the future residential development. The overall cost is **\$5,986,664.94**.

Exhibit B



	Item	Cost	Ind. %	Res %	Ind. Cost	Res. Cost
Water	12" C-900 Water Line	\$ 409,300.00	50%	50%	\$ 204,650.00	\$ 204,650.00
	6" Gate Valve	\$ 6,400.00	0%	100%	\$ -	\$ 6,400.00
	12" Gate Valve	\$ 36,000.00	50%	50%	\$ 18,000.00	\$ 18,000.00
	6" X 12" Tee	\$ 4,800.00	0%	100%	\$ -	\$ 4,800.00
	Fire Hydrant Assembly	\$ 91,000.00	75%	25%	\$ 68,250.00	\$ 22,750.00
Sewer	8" SDR 26 Sewer Pipe	\$ 273,000.00	33%	67%	\$ 90,090.00	\$ 182,910.00
	12" SDR 26 Sewer Pipe	\$ 126,000.00	50%	50%	\$ 63,000.00	\$ 63,000.00
	Lift Station	\$ 1,500,000.00	25%	75%	\$ 375,000.00	\$ 1,125,000.00
	Force Main	\$ 116,000.00	25%	75%	\$ 29,000.00	\$ 87,000.00
	Manhole	\$ 90,000.00	40%	60%	\$ 36,000.00	\$ 54,000.00
Roads	Standard Curb and Gutter	\$ 147,348.00	100%	0%	\$ 147,348.00	\$ -
	5" HMAC	\$ 750,383.33	100%	0%	\$ 750,383.33	\$ -
	COLLECTOR 18" Base	\$ 413,847.78	100%	0%	\$ 413,847.78	\$ -
	8" Compacted Select Fill	\$ 78,828.15	100%	0%	\$ 78,828.15	\$ -
Drainage	Eastern Channel	\$ 27,000.00	100%	0%	\$ 27,000.00	\$ -
	Eastern Channel Culvert	\$ 100,000.00	100%	0%	\$ 100,000.00	\$ -
	Creek Crossing Culvert	\$ 450,000.00	100%	0%	\$ 450,000.00	\$ -
	10' Inlets	\$ 140,000.00	100%	0%	\$ 140,000.00	\$ -
	24" RCP	\$ 252,000.00	100%	0%	\$ 252,000.00	\$ -
	36" RCP	\$ 175,000.00	100%	0%	\$ 175,000.00	\$ -
Grading	Cut	\$ 59,575.89	100%	0%	\$ 59,575.89	\$ -
	Fill	\$ 59,575.89	100%	0%	\$ 59,575.89	\$ -
Totals					\$ 3,537,549.04	\$ 1,768,510.00
Engineering					\$ 100,000.00	\$ 50,000.00
10% Contingency					\$ 353,754.90	\$ 176,851.00
Grand Total					\$ 3,991,303.94	\$ 1,995,361.00

Sincerely,

Joseph Theriot, PE



Exhibit C

**THE STATE OF TEXAS
COUNTY OF BELL**

Being a 270.186 acre (11,769,295 square feet) tract of land out of the VINCENT L. EVANS SURVEY, A-288, located in Bell County, Texas, said 270.186 acre tract being all of the called 169.39 acre tract known as Tract VI and all of the 100.754 acre tract known as Tract X, save and except one acre conveyed from Jimmie Don Aycock a/k/a Jimmy Don Aycock and wife, Ellen Marie Aycock to Aycock Family Limited Partnership, by and through its General Partner, Kell Branch Properties, LLC, filed December 14, 2004 and recorded in Volume 5558, Page 208 of the Deed Records of Bell County, Texas (DRBC); all of the said one acre as conveyed from Jimar Enterprises, Inc. to Jimmie Don Aycock and wife, Ellen Marie Aycock, filed December 29, 1997 and recorded in Volume 3719, Page 368 DRBC; said 270.186 acre tract being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on January 17, 2022 and is true and correct to the best of my knowledge and belief. All bearings and distances shown herein are based on the Texas Coordinate System, South Central Zone (4204) NAD83, said 270.186 acre tract being more fully described as follows:

BEGINNING at a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set at the intersection of the North line of A.T. & S.F. Railroad, the East line of North Roy Reynolds Drive, the West line of said 100.754 acres, and marking the Southwest corner of the said 100.754 acre tract and the herein described tract;

THENCE, with the East line of North Roy Reynolds Drive and the West line of the said 100.754 acre tract as follows:

1. North 10°52'56" East, a distance of 158.80 feet to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set,
2. North 13°11'41" East, a distance of 200.07 feet to a 1/2 inch iron rod found,
3. North 15°39'08" East, a distance of 112.03 feet to a mag nail found for the Southwest corner of a called 2.964 acre tract conveyed from Institutional Equity Real Estate Investors I-1984, Ltd. to Reynolds Killeen, L.P., filed November 12, 2020 and recorded in Document No. 2020062454 of the Real Property Records of Bell County, Texas, and marking the Northwest corner of the said 100.754 acre tract and the herein described tract;

THENCE, with the North line of the said 100.754 acre tract as follows:

1. South 71°07'25" East, a distance of 990.74 feet to a 1/4 inch iron rod found for the Southeast corner of a called 2.736 acre tract conveyed from Hicar Group, Ltd. to Granite by Design, Inc., filed October 29, 2004 and recorded in Volume 5521, Page 445 DRBC,
2. North 17°14'54" East, passing at a distance of 437.70 feet, a 1/2 inch iron rod with yellow plastic cap stamped "M&ASSOC KILLEEN" found for the Northeast corner of the said 2.736 acre tract, and continuing for a total distance of 770.11 feet to a 1/2 inch iron rod found,
3. North 20°59'03" East, a distance of 301.18 feet to a 1/2 inch iron pipe found for the Northeast corner of a called 12.619 acre tract conveyed from Hicar Group, Ltd. to KGC Properties, LLC, filed August 31, 2010 and recorded in Document No. 2010-031675 RPRBC, the Southeast corner of a called 2 acre tract conveyed from Elisabeth S. Reynolds to

Exhibit C

Vernon M. Reynolds, filed March 19, 1982 and recorded in Volume 1778, Page 856 DRBC, the Southwest corner of a called 2.347 acre tract as conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017-34402 RPRBC;

4. South 73°53'20" East, a distance of 1,020.69 feet to a 1 inch iron pipe found for the Southeast corner of a called 7.050 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034401 RPRBC,
5. North 16°31'46" East, a distance of 119.76 feet to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of a called 5.000 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034423 RPRBC,
6. South 73°04'09" East, a distance of 740.67 feet to a 1 inch iron pipe found for the Northeast corner of the said 100.754 acre tract, and being a corner in the West line of the said 169.39 acre tract;

THENCE, with the West line of the said 169.39 acre tract as follows:

1. South 73°24'30" East, a distance of 464.63 feet to a 3/8 inch iron rod found for the Southeast corner of a called 11.260 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034422 RPRBC,
2. North 11°44'45" East, a distance of 623.37 feet to a 3/8 inch iron rod with yellow plastic cap stamped "M&ASSOC KILLEEN" found for the Northeast corner of the said 11.260 acre tract, and the Southeast corner of a called 92.435 acre tract conveyed from Barnes Independent Developers, LP to EAS Investments, filed June 22, 2021 and recorded in Document No. 2021039468 RPRBC,
3. North 10°52'06" East, a distance of 1,415.11 feet to a 3/8 inch iron rod with yellow plastic cap "M&ASSOC KILLEEN" found for the Northwest corner of the said 169.39 acre tract;

THENCE, South 79°01'26" East, with the North line of the said 169.39 acre tract and the South line of the said 92.435 acre tract, a distance of 963.99 feet to a 3/8 inch iron rod with yellow plastic cap stamped "M&ASSOC KILLEEN" found for the Southwest corner of a called 124.12 acre tract conveyed from C.E. Manning a/k/a Carl E. Manning and wife Sue D. Manning to Chem & Korng Investment, L.P., filed November 3, 2008 and recorded in Document No. 2008-00044092 RPRBC;

Exhibit C

THENCE, South 37°33'22" East, with the North line of the said 169.39 acre tract and the South line of the said 124.12 acre tract, a distance of 796.77 feet to a 3/8 inch iron rod with yellow plastic cap stamped "M&ASSOC KILLEEN" found for the Southeast corner of the said 124.12 acre tract, in the West line of a called 100.39 acre tract conveyed from James William Ray, Independent Executor of the estate of Nettie Faye Ray to James William Ray and Michelle Annette Ray Berry, filed September 29, 2004 and recorded in Volume 5493, Page 878 DRBC, and marking the Northeast corner of the said 169.39 acre tract and the herein described tract, from which a 3/8 inch iron rod with yellow plastic cap stamped "M&ASSOC KILLEEN" found bears South 36°55'50" East, a distance of 53.29 feet;

THENCE, with the East line of the said 169.39 acre tract as follows:

1. South 16°30'28" West, a distance of 1,152.13 feet to a 5/8 inch iron rod with orange plastic cap stamped "ALL COUNTY" found for the Southwest corner of the said 100.39 acre tract, and the Northwest corner of a called 124.12 acre tract conveyed from Unlimited Exchange II, Inc. to Abbott Springs, Ltd., filed May 12, 2006 and recorded in Volume 6058, Page 294 DRBC,
2. South 16°05'10" West, a distance of 1,808.55 feet to a 3/8 inch iron rod found for the Southwest corner of the said 124.12 acre tract, and the Northwest corner of a called 57.08 acre tract conveyed from Will Properties, Inc. to James Dennis Magill, filed May 19, 2014 and recorded in Document No. 2014-17369 RPRBC,
3. South 16°17'28" West, a distance of 1,073.08 feet to a 1/4 inch iron rod found for the Southwest corner of the said 57.08 acre tract, in the North line of A.T. & S.F. Railroad, and marking the Southeast corner of the said 169.39 acre tract and the herein described tract;

THENCE, with the North line of the A.T. & S.F. Railroad as follows:

1. North 69°46'43" West, a distance of 1,887.88 feet to a 1/2 inch iron pipe found for the Southwest corner of the said 169.39 acre tract, and the Southeast corner of the said 100.754 acre tract,
2. North 69°44'59" West, a distance of 746.64 feet to a 3/8 inch iron rod found,
3. Along a curve to the right having a central angle of 18°13'40", a radius of 4,026.07 feet, an arc length of 1,280.83 feet, and a tangent of 645.87 feet, which bears a chord of North 60°39'14" West, and a chord distance of 1,275.44 feet to a 1/4 inch iron rod found,
4. North 51°27'37" West, a distance of 427.39 feet to a 3/8 inch iron rod found,
5. Along a curve to the left having a central angle of 02°45'54", a radius of 8,482.83 feet, an arc length of 409.37 feet, and a tangent of 204.73 feet, which bears a chord of North 52°50'34" West, and a chord distance of 409.33 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 270.186 acres (11,769,295 square feet) of land, more or less.


 Corey Joseph Hall Registered Professional Land Surveyor No. 6362
 TBPLS Firm No. 10194591

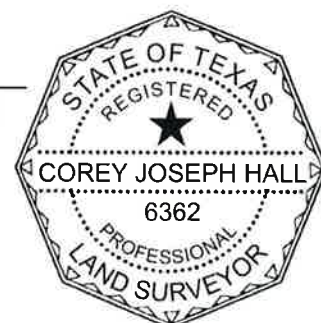


Exhibit D

**THE STATE OF TEXAS§
COUNTY OF BELL§**

Being a 31.981 acre (1,393,112 square feet) tract of land out of the VINCENT L. EVANS SURVEY, A-288, located in Bell County, Texas, said 31.981 acre tract being all of the called 2.347 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034402 of the Real Property Records of Bell County, Texas (RPRBC), all of a called 7.050 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034401 RPRBC, all of a called 6.000 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034398 RPRBC, all of a called 5.000 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034423 RPRBC, and a called 11.620 acre tract conveyed from Kenneth C. Martin to K.C. Martin Enterprises, LLC, filed August 16, 2017 and recorded in Document No. 2017034422 RPRBC, said 31.981 acre tract being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on March 24, 2022 and is true and correct to the best of my knowledge and belief. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 31.981 acre tract being more fully described as follows:

BEGINNING at a 1/2 inch iron pipe found at the Southwest corner of the said 2.347 acre tract, the Northeast corner of a called 12.619 acre tract conveyed from Hicar Group, Ltd. to KGC Properties, LLC, filed August 31, 2010 and recorded in Document No. 2010-031675 RPRBC, a corner in the North line of a called 100.754 acre tract conveyed from Jimmie Don Aycock a/k/a Jimmy Don Aycock and wife, Ellen Marie Aycock to Aycock Family Limited Partnership, by and through its General Partner, Kell Branch Properties, LLC, filed December 14, 2004 and recorded in Volume 5558, Page 208 of the Deed Records of Bell County, Texas (DRBC), the Southeast corner of a called 2 acre tract conveyed from Elisabeth S. Reynolds to Vernon M. Reynolds, filed March 19, 1982 and recorded in Volume 1778, Page 856 DRBC, and marking the Southwest corner of the herein described tract;

THENCE, with the East line of the said 2 acre tract and the west line of the said 2.347 acre tract as follows:

1. North 16°08'35" East, a distance of 207.30 feet to a calculated point
2. North 16°06'48" East, a distance of 207.46 feet to a 3/8 inch iron pipe found for the Northwest corner of the said 2.347 acre tract, in the South line of the Reinhardt Subdivision recorded in Cabinet C, Slide 16-A of the Plat Records of Bell County, Texas;

THENCE, with the South line of the said Reinhardt Subdivision as follows:

1. South 73°51'52" East, a distance of 247.77 feet to a 1/4 inch iron rod found for the Northeast corner of the said 2.347 acre tract, and the Southwest corner of the said 6.000 acre tract
2. North 16°28'27" East, a distance of 313.97 feet (called 313.19 feet) to a 3/8 inch iron rod found for the Northwest corner of the said 6.000 acre tract and the herein described tract

Exhibit D

3. South 73°50'08" East, passing at a distance of 780.76 feet, a fence post found for the Northeast corner of the said 6.000 acre tract and the Northwest corner of the said 5.000 acre tract, passing at a distance of 356.77 feet, a fence post found for the Northeast corner of the said 5.000 acre tract and the Northwest corner of the said 11.260 acre tract, passing at a distance of 396.67 feet, a 3/8 inch iron rod found for the Southeast corner of the said Reinhardt Subdivision and the Southwest corner of a called 92.435 acre tract conveyed from Barnes Independent Developers, LP to EAS Investments, filed June 22, 2021 and recorded in Document No. 2021039468 RPRBC, continuing for a total distance of 1,929.45 feet to a 3/8 inch iron rod with yellow plastic cap stamped "M&ASSOC KILLEEN" found for the Northeast corner of the said 11.260 acre tract, in the West line of a called 169.39 acre tract conveyed from Jimmie Don Aycock a/k/a Jimmy Don Aycock and wife, Ellen Marie Aycock to Aycock Family Limited Partnership, by and through its General Partner, Kell Branch Properties, LLC, filed December 14, 2004 and recorded in Volume 5558, Page 208 DRBC, and marking the Northeast corner of the herein described tract;

THENCE, with the West line of the said 169.39 acre tract as follows:

1. South 11°44'45" West, a distance of 623.37 feet (called 623.68 feet) to a 3/8 inch iron rod found for the Southeast corner of the said 11.260 acre tract and the herein described tract;
2. North 73°24'30" West, a distance of 464.63 feet to a 1 inch iron pipe found for the Northeast corner of the said 100.754 acre tract;

THENCE, with the North line of the said 100.754 acre tract as follows:

1. North 73°04'09" West, passing at a distance of 383.95 feet, a 1/4 inch iron rod found for the Southwest corner of the said 11.260 acre tract, the Southeast corner of a said 5.000 acre tract, continuing for a total distance of 740.67 feet to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 5.000 acre tract
2. South 16°31'46" West, a distance of 119.76 feet (called 124.87 feet) to a 1 inch iron pipe found for the Southeast corner of the said 7.050 acre tract
3. North 73°53'20" West, passing at a distance of 775.21 feet, a 1/2 inch iron rod found for the Southeast corner of the said 2.347 acre tract and the Southwest corner of the said 7.050 acre tract, continuing for a total distance of 1,020.69 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 31.981 acres (1,393,112 square feet) of land, more or less.

Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



CHAPTER 311 TAX INCREMENT
REIMBURSEMENT AGREEMENT WITH
PHILIP BOGHOSIAN LIVING TRUST, THE
HOWARD SAGASER 401K PLAN, & THE
SAGASER, WATKINS, & WIELAND 401K

RS-26-121

August 4, 2026

Background

2

- The City of Killeen has established a Chapter 311 Tax Increment Reinvestment Zone (TIRZ #2) to promote local economic development and stimulate business and commercial activity within the city.
- The proposed Santa Fe development is located within the boundaries of the TIRZ#2. The developer is therefore eligible for reimbursement of eligible infrastructure costs associated with the proposed development.

Background

3

- This proposed development will include approximately 115 acres of residential development, 131 acres of industrial, and 56 acres of open space.

Background

4

- At full build-out, the proposed development is expected to add approximately \$657.8 million in real property ad valorem tax value.
- The applicant is requesting a reimbursement for construction costs related to road, water, sewer, and drainage improvements associated with the industrial portion of the development in an amount not to exceed \$3,991,303.94

Exhibit A

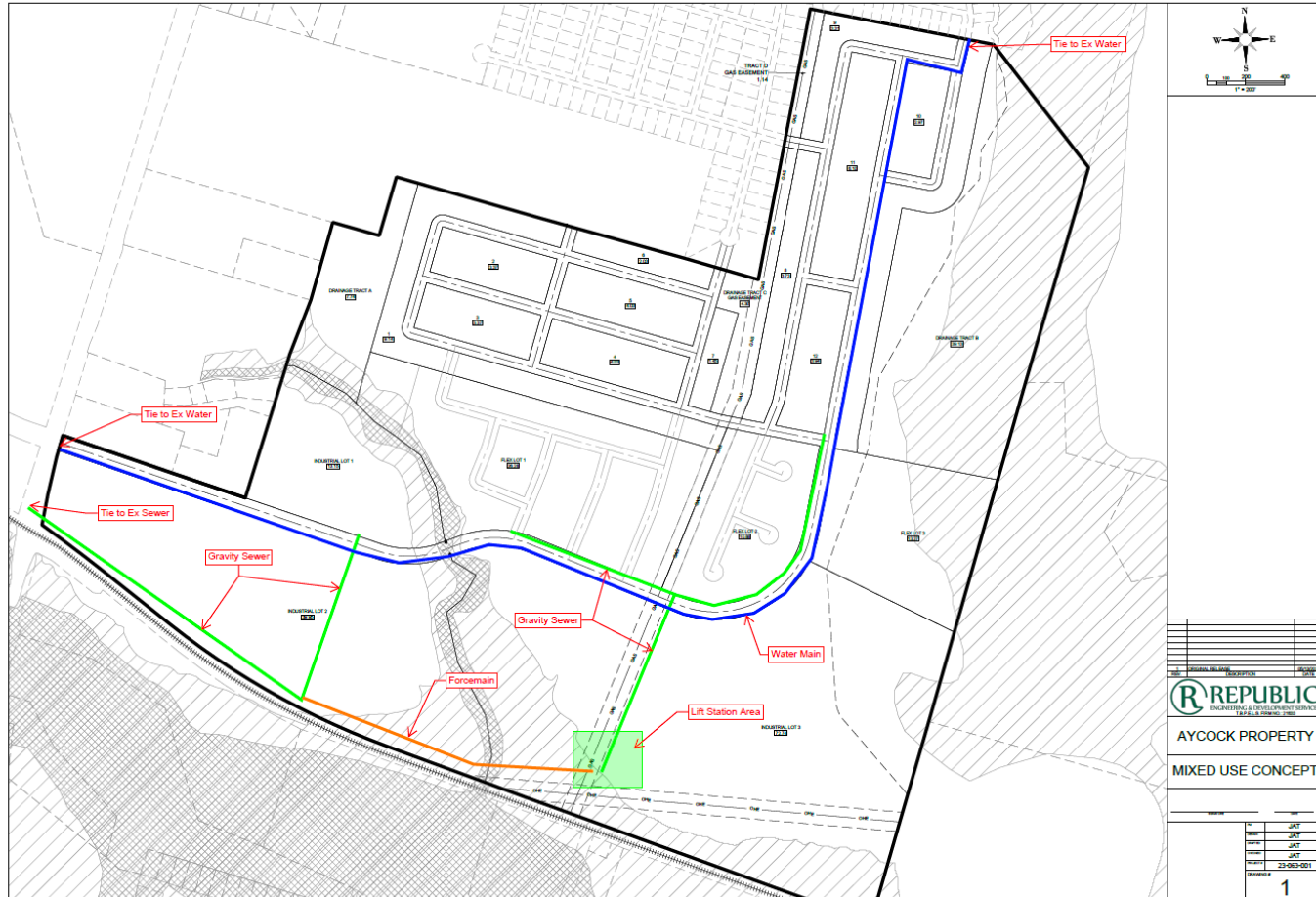
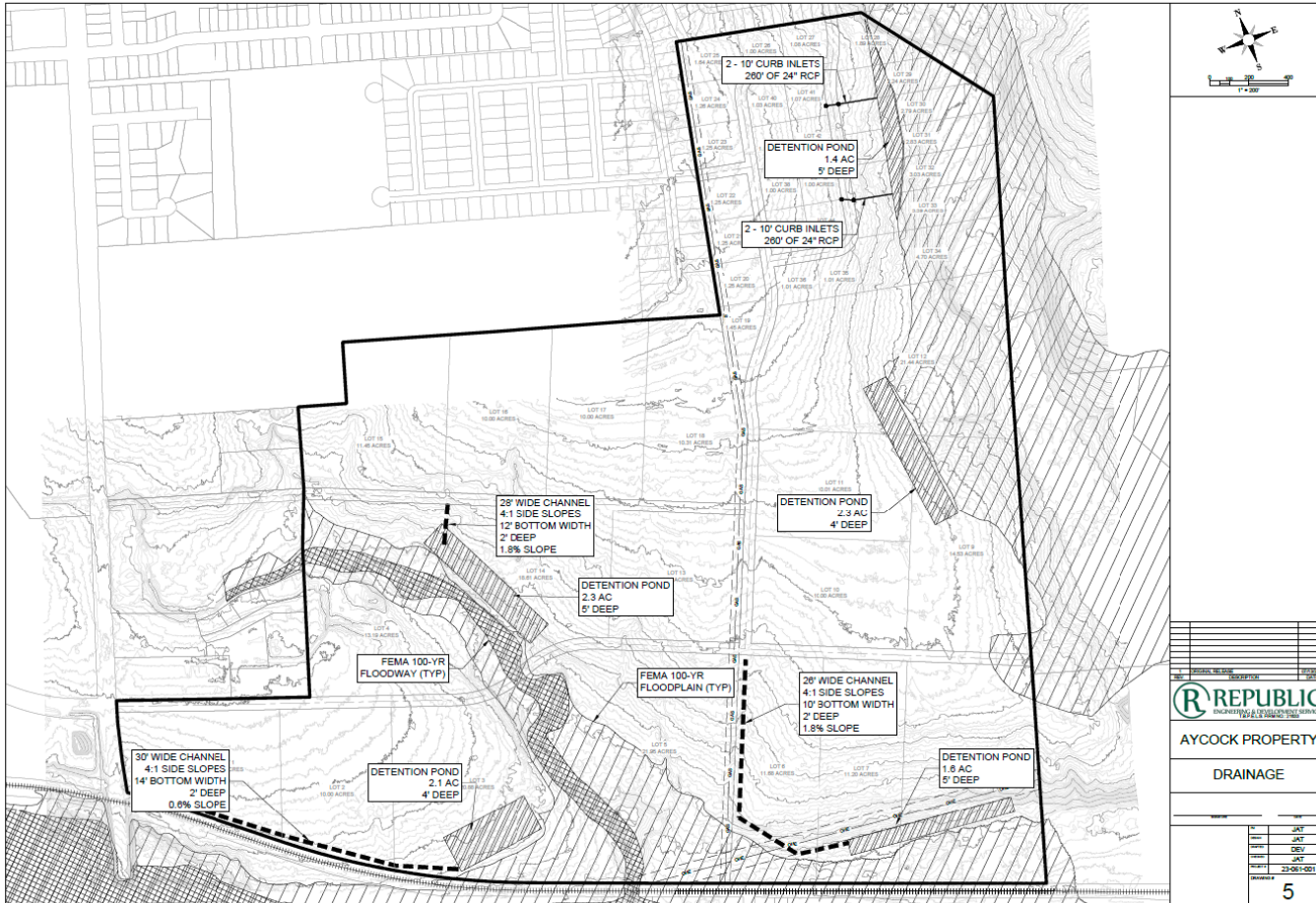


Exhibit A



Chapter 311 TIF Agreement

7

- The proposed Agreement allows for the reimbursement of 100% of all real property tax increment generated by both the residential and potential industrial development up to \$3,991,303.94.
- The Agreement prohibits the rezoning of the any property within the development that is currently zoned for manufacturing to a more restrictive zoning district.
- Construction must begin with 24 months and must be completed within 48 months.

TIRZ Finance & Project Plan

8

- The approved TIRZ Project Plan states:
 - ▣ **Killeen Business Park:** The existing Business Park is nearing full build-out. Expansion of the Business Park is critical to attracting new industrial development to Killeen. Investment of TIRZ #2 revenues will allow the Business Park to be expanded, thereby increasing the opportunities for job and economic growth.
- The TIRZ Financing Plan provides for \$8,000,000 for the development related to the expansion of the Killeen Business Park.

Staff Recommendation

9

- Staff recommends approval of the Chapter 311 Tax Increment Reimbursement agreement with the Philip Boghosian Living Trust, the Howard Sagaser 401K Plan, & the Sagaser, Watkins, & Wieland 401K for public infrastructure costs, in an amount not to exceed \$3,991,303.94.

TIRZ #2 Board Recommendation

10

- The TIRZ#2 Board met on July 15, 2026 and recommend approval of the Chapter 311 real property tax reimbursement by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: RS-26-122

Consider a memorandum/resolution authorizing a Mural Agreement with the Texas Department of Transportation for the I-14 Underpass Painting Project.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Andrew Zagars, P.E., City Engineer

SUBJECT: Mural Agreement with the Texas Department of Transportation for the I-14 Underpass Painting Project

BACKGROUND AND FINDINGS:

The I-14 Underpass painting project was included in the 2026 Capital Improvement Plan. The project includes painting the overpasses and including "City of Killeen" at the underpasses of Rosewood, Stan Schlueter, W.S. Young, Trimmier, South Fort Hood Street (SR 195), Willow Springs Road, and Clear Creek. The project is spread out into four (4) phases due to the cost of construction. The high costs are mostly attributed to the time to install and necessary signage and traffic control for the roadway. The first phase of the painting will include the Rosewood and W.S. Young underpasses.

Since the project limits are within the Texas Department of Transportation (TXDOT) right of way and on the bridge structures, a mural agreement is required. The agreement states that the city will be responsible for funding the project, construction, and maintenance once completed. These agreements are a necessary requirement for any work within the TXDOT right of way to install murals and painting of structures.

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?

No immediate fiscal impact. The agreement authorized participation with TXDOT.

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 to enter into a Mural Agreement with the Texas Department of Transportation for the I-14 Underpass Painting Project.

DEPARTMENTAL CLEARANCES:

Engineering Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Presentation

MURAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and City of Killeen hereinafter called the "Permittee".

BACKGROUND

The State owns and maintains a system of highways, including Interstate 14 / US Highway 190 in Bell County, Texas, for public use and benefit. The State agrees to allow for the installation of a Mural within the State's right of way and the Permittee agrees to install the Mural and to conduct the long term maintenance of it located on the overpasses at Rosewood Drive, S. W. S. Young Drive, E. Stan Schlueter Loop, Trimmier Road, S. Fort Hood Street, Willow Springs Road, and Clear Creek Road, referred to as the "Mural," more specifically described in **Attachment "A,"** Project Map, which is attached hereto. The Permittee will conduct the Mural's long term maintenance activities through the use of Permittee's forces, contractors, or other means satisfactory to the Permittee and the State.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following.

A G R E E M E N T

SECTION 1. PERIOD OF THE AGREEMENT

This Agreement becomes effective when finally executed by the State and Permittee and shall continue unless or until otherwise terminated as provided by this agreement.

SECTION 2. FINANCIAL RESPONSIBILITIES

All costs covered by this agreement including design,, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required, removal of the Mural, shall be the responsibility of the Permittee.

Any administrative costs associated with the Mural that are incurred by the State, such as those related to proposal review, as well as developing, issuing, and monitoring the Agreement for approval of the Mural project shall be the responsibility of the State.

SECTION 3. RESPONSIBILITY OF THE PARTIES

A. The Permittee agrees to:

1. Provide Mural design plans to the State before execution of this agreement according to State policy and, upon final approval, furnish and install the Mural according to plans approved by the State, which are set out more specifically in **Attachment "B,"** Permittee's Final Mural Proposal, which is attached to this Agreement, and include any other related installation items that may be required; and
2. Furnish, erect, and maintain any barricades, signs and traffic handling devices, in accordance with the latest Texas Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the State related to this project, as may be required to protect the safety of the public; and
3. Conduct periodic inspections of the Mural as deemed necessary; and
4. Provide for the installation and maintenance of all associated appurtenances that are considered by the State to be a part of the Mural project. The Permittee further agrees to remove such items from the Mural project's location and restore the area to the satisfaction of the State upon termination of this Agreement in accordance with Section 9.

B. The State agrees to:

1. Review and evaluate the Mural proposal submitted by the Permittee with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support and maintainability; and
2. Coordinate with other State Divisions, as appropriate, as well as interact with the Federal Highway Administration (FHWA) for input, review and approval; and
3. Cooperate with the Permittee to determine the requirements for barricades, signs, and traffic handling devices to be used by the Permittee during the installation and maintenance of the Mural; and
4. Provide maintenance access to the project location for the Permittee or for its contractor ; and
5. Conduct periodic inspections of the Mural project as deemed necessary.

C. The Permittee and State further agree that nothing contained in this Agreement will be construed to:

1. Give either party the power to direct and control the day-to-day activities of the other; or
2. Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

SECTION 4. DESIGN AND PLACEMENT OF MURALS

A. Murals shall be designed and placed so as to:

1. Include approved protective graffiti coatings.
2. Be appropriate to its proposed setting and community context.
3. Be in proper size and scale with its surroundings.
4. Be composed of materials that are durable for the projected life span of the project.
5. Be located where maintenance can be safely performed, as specified in the Mural Agreement, and in conformance with State procedures.
6. Be subject to the review and approval of the State in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

B. Murals shall not:

1. Be allowed within the center median areas of interstate highway rights-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort or advertising.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Create a distraction to the motoring public; for example, the Mural may be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
6. Include reflective or glaring surface finishes.
7. Include moving elements (kinetic art) or simulate movement.
8. Interfere with official traffic control devices.
9. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
10. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.
11. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided.
12. Negatively impact existing highway features, including existing signs.

SECTION 5. MAINTENANCE

The Permittee shall provide regularly scheduled maintenance, as described in **Attachment "B,"** the Permittee's Final Mural Proposal, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Mural and graffiti removal. Murals shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to the most current State policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti.

SECTION 6. Mural REMOVAL

The Permittee shall remove the Mural covered by this agreement, if in the opinion of the State, it creates safety or operational concerns due to deterioration or inadequate maintenance or upon termination of this Mural Agreement. The State will notify the Permittee when it has determined that the Mural requires special attention. In the event the Permittee fails to maintain, repair, rehabilitate, or remove the Mural in a timely manner, the State may choose to remove the Mural after thirty (30) days following notification to the Permittee, and bill the Permittee for all costs of removal and restoration of the area.

The State reserves the right to remove the Mural due to construction, rehabilitation, violation of the terms of this agreement, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Permittee. The State will strive to notify the Permittee of its intent to remove the Mural to allow for timely removal and salvage by the Permittee, if possible.

The State reserves the right to remove or alter any Mural that presents an immediate safety hazard to the public without delay or advanced notification to the Permittee.

SECTION 7. USE OF CONTRACTOR OR GROUP

The Permittee shall have the right to engage any responsible contractor or group to perform or provide any portion of the Permittee's Mural activities specified in this Agreement. However, notwithstanding this provision, the Permittee shall continue to remain responsible to the State to ensure performance of all its duties and responsibilities specified in this Agreement. The Permittee shall ensure that any contractor or group complies with all provisions of this agreement, and federal, state, and local laws, and regulations as may be applicable.

In the event the Permittee engages a contractor to perform Mural installation or maintenance activities under this Agreement, the Permittee shall ensure that said contractor shall indemnify the State for any and all damages and claims for damages by said contractor, its employees, agents, or representatives, including any claims resulting from bodily injury or death to others, or, for loss of or damage to property of others, arising out of, incident to, or in any manner connected to Mural installation or maintenance activities, and, for any or all liability arising from the negligent acts of said contractor, its employees, agents, or representatives.

In the event the Permittee engages and approves a responsible group to perform Mural installation or maintenance activities under this Agreement, the Permittee shall require and ensure that said contractor or group follow all the terms of this Agreement as well as all Attachments.

SECTION 8. INDEMNIFICATION

The Permittee acknowledges responsibility for the acts, deeds, errors and omissions of it and its own agents and employees. The parties agree that the Texas Tort Claims Act pertaining to governmental liability for tortious conduct and/or property damage shall apply to this Agreement.

The Permittee will indemnify the State against any and all damages and claims for damages, including those arising from injury to or death of persons or for loss of or damage to property,

arising out of, incident to, or in any manner connected with the activities and responsibilities of Permittee hereunder. This indemnification will extend to and include any and all court costs, attorneys' fees and expenses related to or connected with any claims or suits for damages. Permittee will, if requested in writing by the State to do so and to the extent of its indemnity obligations pursuant to this section, assist with or relieve the State from defending a suit brought against it. This section will survive termination of this agreement.

SECTION 9. TERMINATION

This Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of both parties; or
- B. By either party upon giving the other party thirty (30) days prior written notice; or
- C. By the State, in the event the State determines that the Mural is not in the best interest of the State or traveling public.

If either party terminates this Agreement, as provided herein, the Permittee will be responsible for removal of the Mural. In the event that the Permittee does not provide the removal services, the State may remove the Mural and shall be entitled to reimbursement from the Permittee for any reasonable costs incurred by the State to restore the State's right of way to its original condition.

SECTION 10. AMENDMENTS

Amendments to this Agreement shall be in writing and shall be executed by both parties.

SECTION 11. WAIVER AND LICENSE

Permittee and the artist which created the Mural each recognizes the existence of moral rights of artists set forth in the Visual Artists' Rights Act of 1990, as amended, and as codified in Title 17 of United States Code (the Act). THE PERMITTEE AND THE ARTIST WHICH CREATED THE MURAL EACH REPRESENTS TO THE STATE THAT TO THE EXTENT THAT THE MURAL IS PROTECTED BY THE ACT AND THE PERMITTEE AND ARTIST IS ENTITLED TO PROTECTION THEREUNDER, THE PERMITTEE AND ARTIST WHICH CREATED THE MURAL WAIVES AND ALL RIGHTS ARISING UNDER THE ACT AND ANY RIGHTS ARISING UNDER FEDERAL OR STATE LAW OR UNDER THE LAWS OF ANY OTHER COUNTRY THAT CONVEYS RIGHTS OF THE SAME NATURE AS THOSE CONVEYED UNDER THE ACT OR ANY OTHER TYPE OF MORAL RIGHT OR DROIT MORAL WITH RESPECT TO THE MURAL FOR ANY AND ALL USES IN WHICH EITHER THE ATTRIBUTION OR THE INTEGRITY RIGHT MAY BE IMPLICATED INCLUDING, WITHOUT LIMITATION, THE REMOVAL, DESTRUCTION, DISTORTION, MUTILATION, OR OTHER MODIFICATION OF ALL OR ANY PORTION OF THE MURAL AS DEEMED NECESSARY BY THE STATE. THE PERMITTEE AND ARTIST WHICH CREATED THE MURAL EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE NATURE OF THE MURAL MAY SUBJECT IT TO DESTRUCTION, DISTORTION, MUTILATION, OR OTHER MODIFICATION BY REASON OF THE REMOVAL OF ALL OR ANY PORTION OF IT.

SECTION 12. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 7, the Permittee shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the State, and any prohibited assignment or transfer shall be null and void.

SECTION 13. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by the State.

SECTION 14. INSURANCE

If this agreement authorizes the Permittee or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on the State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

SECTION 15. NOTICES

All notices to either party by the other under this Agreement shall be delivered personally or sent by U.S. mail, certified, postage prepaid, addressed to such party at the following addresses:

STATE : Texas Department of Transportation District Engineer (mailing address) _____ _____, Texas	PERMITTEE: City of Killeen Attn: Andrew Zagars, P.E., City Engineer 101 North College Street Killeen, TX 76541
--	---

Delivery of notice will be deemed on the earlier of receipt or three (3) days after deposit if sent by mail.

SECTION 16. NON-INTEREST IN PROPERTY

The State's authorization fo allow Permittee's use of State right of way as provided herein does not in any way impair or relinquish the State's right to use such property for any purpose, nor shall this agreement ever be construed as an abandonment of the property by the State. It is expressly understood that the State does not purport hereby to grant any real property right, title, interest, easement or other interest in the property, but merely consents to such use hereunder to the extent that its authority and title permits.

SECTION 17. INCORPORATION OF PROVISIONS

Attachments "A" and "B" are made part of this contract. Attachment "C", Mural Guidelines, is also attached to and made a part of this agreement. The parties shall comply with the provisions of Attachments "A", "B" and "C" as if they were set forth in full within the body of this contract

SECTION 18. SIGNATORY WARRANTY

Each signatory has necessary authority to execute this agreement on behalf of the entity represented.

THEREFORE, the Parties have executed this Agreement in duplicate originals.

PERMITTEE

THE STATE OF TEXAS

By: Kent Cagle

Title: Interim City Manager

Date: _____

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by The Texas Transportation Commission

By: _____

District Engineer

District

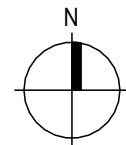
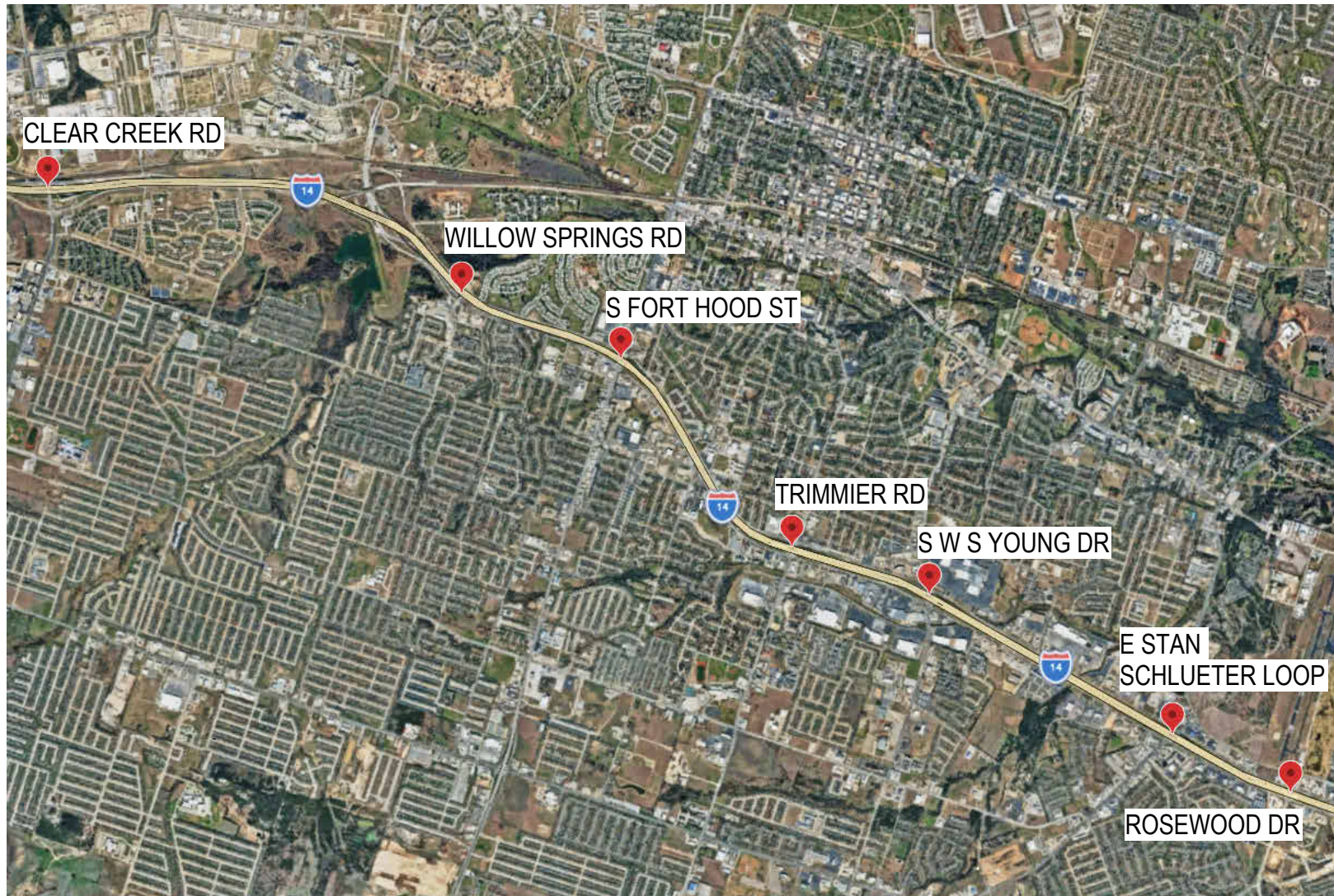
Date:

List of Attachments:

“A” – Project Map for Mural

“B” - Permittee’s Final Mural Proposal

“C”- Mural Guidelines



MRB
Group

KILLEEN OVERPASS PAINTING PROJECT

PROJECT MAP
JULY 2026

CITY OF KILLEEN

KILLEEN, TX

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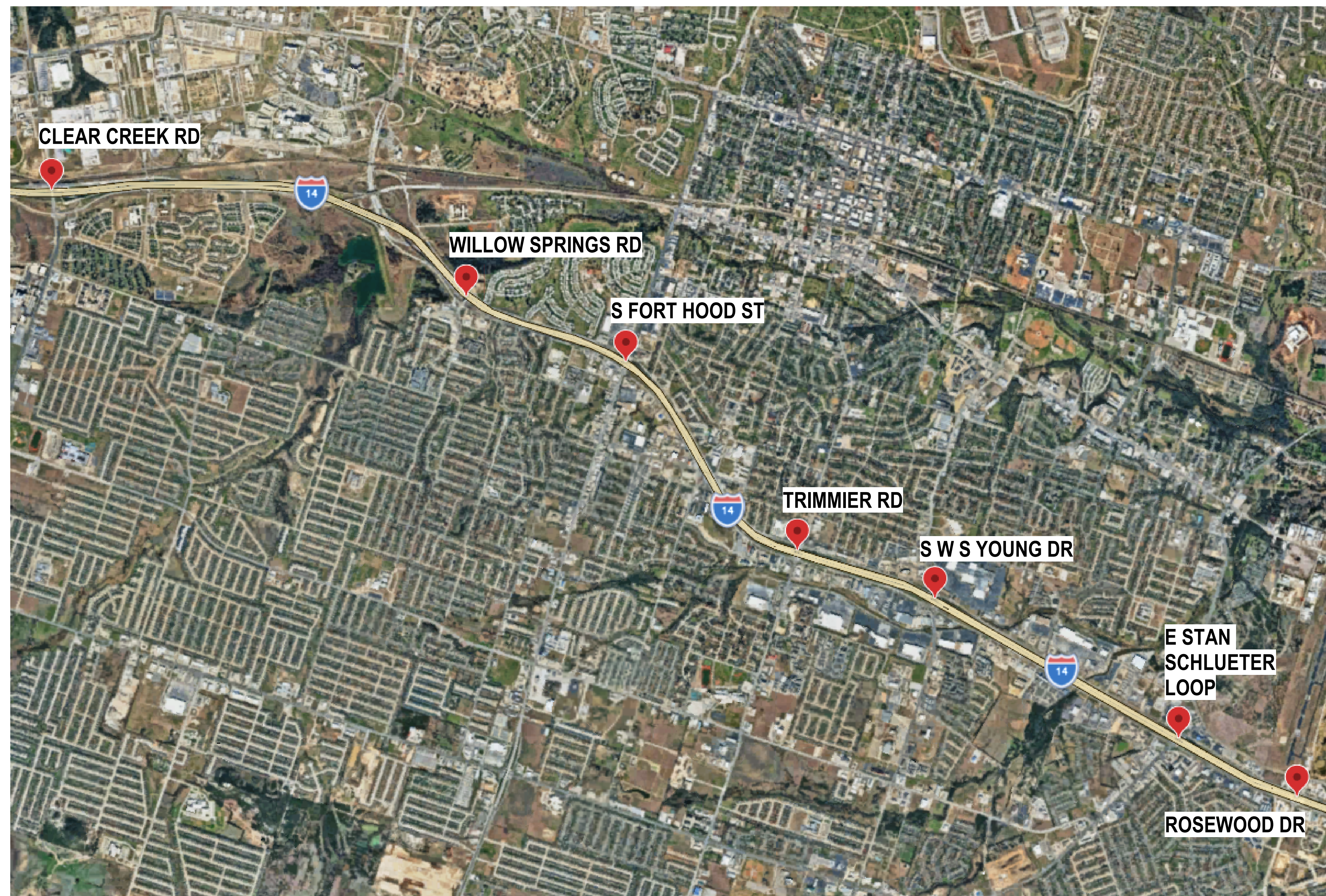
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NOT FOR CONSTRUCTION

CITY OF KILLEEN
**KILLEEN OVERPASS PAINTING
PROJECT**
KILLEEN, TX

CLIENT PROJECT #:

1102.26002.000

MRB PROJECT #:

DRAWN BY:	AC
CHECKED BY:	CC

JULY 6, 2026

#	REVISION DESCRIPTION
NOT FOR CONSTRUCTION	

TITLE SHEET

G-000

ABBREVIATIONS

- | <p>Base 439 (Main St) bridges contain asphalt. These bridges will be painted. The aesthetic column bases shall be installed as specified in the plans prior to painting.</p> <p>No painting of structures will be allowed between November 1 and April 1 unless otherwise approved by the Engineer.</p> <p>Provide bridge structures with a Surface Area II, rub finish.</p> <p>Provide all culverts with a Surface Area II, rub finish.</p> | | | |
|---|--|---------------------------------------|---|
| <p align="center">Table of Special Surface Finishes and Coatings</p> | | | |
| ITEM | SPECIAL SURFACE FINISH | COATING | REMARKS |
| CULVERTS | SURFACE AREA I RUB FINISH | NONE | N/A |
| BRIDGES | SURFACE AREA I OFF-THE-FORM FINISH OR FORMLINER FINISH | SEE "TABLE OF PAINTED ELEMENTS" BELOW | SEE BRIDGE PLANS FOR ELEMENTS WITH FORMLINER FINISH |
| BRIDGE OR ROADWAY RAIL | OFF-THE-FORM FINISH | NONE | USE WHITE CEMENT ¹ |
| CONCRETE TRAFFIC BARRIER | OFF-THE-FORM FINISH | NONE | USE WHITE CEMENT ¹ |
| <p>¹In order to achieve the desired results when white cement is specified, the mixture will include manufactured sand. Fly ash will not be allowed in mixture. Verification of mixture materials will be provided to the Engineer prior to beginning work.</p> | | | |
| <p>Apply an Ordinary Surface Finish to elements not listed in "Surface Area I".</p> | | | |
| <p>Special Surface Finishes listed above will not be paid for directly but are considered subsidiary to various bid items.</p> | | | |
| <p>Off-the-Form Surface Finish is supplemented by the following and will apply to Ready-Mix-Visible Concrete Surface only:</p> | | | |
| <ul style="list-style-type: none"> Off-the-Form Finish will have a pleasing appearance with minimal color and texture variations and minimal surface defects when observed at a distance of approximately twenty (20) feet. Provide this finish by using non-staining, non-porous, high-quality forming materials as specified under item 427.3.5. Use the same type of forming materials for like elements for the entire structure. Engineer will determine acceptability of finished surfaces. Retush or replace forms that have become discolored or cause a variation from the finish established in the mock-up. Avoid "pink" of concrete due to reddening of young overlaid plywood. Treat plywood or use release agent that prevents pink. If pink occurs, clean the green concrete surface as soon as the forms are removed. If pinking is still not removed by washing or does not disappear with time, clean the plywood after submitting a written cleaning procedure approved. Use similar curing times for a particular type of element (e.g. bent, rail), when possible. Do not allow more than three (3) days difference in curing duration for form curing, wet mat curing, or combination of the two. Once form removal commences on a particular continuous surface, continue work uninterrupted until all forms are removed to prevent discoloration due to differing form curing times. Contractor will provide a system such as Viasqueen TM plastic sheeting for covering and/or protecting bent and abutment concrete and colored textured concrete from staining until the sl is placed. Sufficient protection should remain after slab placement at the base of bent columns until vegetation is sufficiently established to prevent staining. This system will be reviewed and approved prior to bridge construction. If for any reason the approved system fails to perform properly, the system will be rejected and a new system will be approved prior to beginning bridge construction. Work and materials necessary for protecting concrete will be considered subsidiary to item 420, "Concrete Structures" and item 427, "Surface Finishes For Concrete". | | | |
| <p>Drip pans will be removed from visible sight as directed after bridge deck(s) is completed.</p> | | | |
| <p>When concrete painting is required, it will be paid for directly.</p> | | | |
| <p>Painting Notes (For Elements Listed in "Table of Painted Elements") below</p> <p>All concrete surfaces to receive a painting system will be water blasted prior to application of the paint. Pressure wash the existing finish on the bridge to remove loose dirt and foreign material. Use potable water only. Blasting grit, detergents and chemical cleaning are not allowed. Do not remove existing asphalt containing material on the bridge. All equipment, labor and materials necessary for pressure washing is subsidiary to item 427.</p> <p>Water blasting equipment used will be capable of supplying a maximum pressure at the nozzle and three-thousand four hundred (3400) psi. Use a zero-degree clay, vibratory or wobble-type nozzle. The nozzle and end will be held four (4) to eight (8) inches away from the surface. The surface will be allowed to dry a minimum of twenty-four (24) hours of continuous dry weather after water blasting or concrete wetting before applying paint system.</p> <p>Painting systems for the elements listed below will be a concrete paint comprised of water-based, latex painting TxDOT A-100 specifications.</p> <p>Apply paint when air temperature is fifty (50) degrees and rising and is no greater than ninety-five (95) degrees. Wait a minimum of twenty-four (24) hours after surface has been wetted from cleaning or rain to allow sufficient drying of surface.</p> <p>The Contractor will provide color test sections for the District Landscape Architect's approval prior to painting the actual structures. One test section will be provided for each unique color to be used on the project. These test sections will not be paid for directly but will be considered subsidiary to item 427, "Surface Finishes For Concrete".</p> | | | |
| <p>Tables of Painted Elements (to be painted in accordance with the above "Painting Notes")</p> <p>The tables below list elements that are to be painted in accordance with the above-mentioned "Painting Notes". Also included are specified colors for each element.</p> | | | |

ELEMENT	COLOR
BRIDGES	REFER TO BRIDGE CONCRETE PAINT DETAILS

AB	ANCHOR BOLT	FP	FIRE PROTECTION	REC	RECESSED
ACC	ACCESSIBLE	FS	FULL SIZE	REF	REFERENCE, REFRIGERATOR
ACM	ALUMINUM COMPOSITE METAL	FTG	FOOT, FEET, FIRE TREATED	REFR	REFRIGERATOR
ACT	ACOUSTICAL CEILING TILE	FURN	FOOTING	REINF	REINFORCE(D), REINFORCING
ADA	AMERICANS WITH DISABILITIES ACT	FURN	FURNITURE, FURNISH	REQ	REQUIRED
ADJ	ADJACENT	FURR	FURRING	RESIL	RESILIENT
AFE	ABOVE FINISHED FLOOR	FUT	FUTURE	REV	REVISION(S), REVISED
AHJ	AUTHORITY HAVING JURISDICTION	FV	FIELD VERIFY	RCTR	REGISTER
AHU	AIR HANDLING UNIT	GA	GALUZE	RI	RISER
ALT	ALTERNATE	GALV	GALVANIZED	RM	ROOM
ALU	ALUMINUM	GB	GRAB BAR	RO	ROUGH OPENING
ANOD	ANODIZED	GC	GENERAL CONTRACTOR	ROW	RIGHT-OF-WAY
APPROX	APPROXIMATE(LY)	GEN	GENERAL	RWL	RAINWATER LEADER
ARCH	ARCHITECTURAL	GFCMU	GROUND FACE CMU		
ASPH	ASPHALT	GL	GLASS	S	SOUTH
AUTO	AUTOMATIC	GLZ	GLAZING	SAN	SANITARY
AV	AUDIO VISUAL	GND	GROUND	SC	SOLID CORE
AVG	AVERAGE	GR	GRADE	SCHED	SCHEDULE
		GSB	GYP	SD	STORM DRAIN
		GYB	GYP	SEC, SECT	SECTION
		GYD	GYP	SF	SQUARE FOOT (FEET)
		GYZ BD	GYP	SHR	SHOWER
BD	BOARD			SHT	SHEET
BET, BTW	BETWEEN	H2Z MAT	HAZARDOUS MATERIALS	SHR	SIMILAR
BLT, BITUM	BITUMINOUS	HB	HOSE BIB	SK	SERVICE SINK
BLDG	BUILDING	HC	HOLLOW CORE	SP	STANDPIPE
BLK, BLKG	BLOCKING	HCP, HDCP	HANDICAP(PED)	SPEC	SPECIFICATION(S)
BLT	BOLT	HD	HEAD	SQ	SQUARE
BM	BEAM (BENCHMARK)	HDR	HEADER	SS	STAINLESS STEEL
BO	BOTTOM OF	HDWD	HARDWOOD	ST	STREET
BOS	BOTTOM OF STEEL	HDWR, HW	HARDWARE	STD	STANDARD
BOT	BOTTOM	HGT, HT	HEIGHT	STL	STEEL
BKG	BANK RUN GRAVEL	HMA	HOLLOW METAL	STND	STAINED
BRK	BRICK	HORIZ	HORIZONTAL	STR	STRUCTURAL
BUR	BUILT UP ROOFING	HR	HR	SUSP	SUSPENDED
		HVAC	HEATING/VENTILATION/AIR CONDITIONING	SQ, QY, QD	SQUARE YARD(S)
CAB	CABINET	ID	INSIDE DIAMETER	SYM	SYMMETRY, SYMMETRICAL
CB	CATCH BASIN	IMP	INSULATED METAL PANEL	SYS	SYSTEM
CEM	CEMENT	IN	INCH(ES)		
CER	CERAMIC	INCL	INCLUDED(E)	T	TREAD
CF, CU FT	CUBIC FOOT (FEET)	INSUL	INSULATION, INSULATION	T&G	TONGUE AND GROOVE
CG	CORNER GUARD	INT	INTERIOR	TEMP	TEMPORARY, TEMPERED
CI	CAST IRON	INV	INVERT	TG	TEMPERED GLASS
CJ	CONTROL JOINT	J	JST	THK	THICKNESS
CL	CONTROL LINE			TOB	TOP OF BEAM
CLG	CEILING			TOP	TOP OF FOOTING
CLKG	CAULKING			TOM	TOP OF MASONRY
CLR	CLEAR	JT	JOINT	TOS	TOP OF STEEL
CMU	CONCRETE MASONRY UNIT			TOW	TOP OF WALL
CO	CLEAN OUT, COMPANY	L	LENGTH, LONG	TRANS	TRANSFER
COL	COLUMN	LAM	LAMINATE	TYP	TYPICAL
CONC	CONCRETE	LAV	LAVATORY		
CONN	CONNECTION	LN	LINEAR		
CONST, CONSTR	CONSTRUCTION	LLH	LONG LEG HORIZONTAL	UNEX	UNEXCAVATED
CONT	CONTINUOUS	LLV	LONG LEG VERTICAL	UNO, UNO	UNLESS NOTED OTHERWISE
CONTD	CONTINUED	LONG	LONGITUDINAL		
CONTR	CONTRACTOR	LOUV, LVR	LOUVER	VAR	VARIES, VARIABLE
COORD	COORDINATE	LT	LIGHT	VB	VAPOR BARRIER
CORR	CORRUGATED	LVT	LUXURY VINYL TILE	VCT	VINYL COMPOSITION TILE
CPT	CARPET	LWT	LIGHTWEIGHT	VERT	VERTICAL
CT	CERAMIC TILE, COUNT			VF	VERIFY IN FIELD
CTR	CENTER	MANUF	MANUFACTURE(D)	VNR	VENEER
CV, CU YD	CUBIC YARD(S)	MAS	MASONRY	VOL	VOLUME
		MATL	MATERIAL	VOR	VAPOR RETARDER
DBL	DOUBLE	MAX	MAXIMUM	VT	VINYL TILE
DEMO	DEMOLISH	MDO	MEDIUM DENSITY OVERLAY	VWC	VINYL WALL COVERING
DET, DTL	DETAIL	MED	MECHANICAL		
DF	DRINKING FOUNTAIN	MEM	MEDIUM	W	WEST
DIA	DIAMETER	MEMB	MEMBER	WI	WITH
DIAG	DIAGONAL	MEZZ	MEZZANINE	W/O	WITHOUT
DM	DIMENSION	MFG	MANUFACTURING	WC	WATER CLOSET
DIST	DISTANCE	MFR	MANUFACTURER	WOOD	WOOD
DIV	DIVISION	MH	MANHOLE	WFF	WOOD FLOOR FINISH
DN	DOWN	MIN	MINIMUM	WN, WDW	WINDOW
DO	DITTO	MIR	MIRROR	WRK	WORK
DR	DOOR	MISC	MISCELLANEOUS	WP	WATERPROOF(ED)(ING)
DS	DOWN SPOUT	MO	MASONRY OPENING	WT	WEIGHT
DW	DISHWASHER	MTO	MOUNTED	WWF	WELDED WIRE FABRIC
DWG	DRAWING			WWM	WELDED WIRE MESH

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	MRB PROJECT #: 1102.26002.000
DRAWN BY: CHECKED BY:	Author Checker
#	REVISION DESCRIPTION
DATE	BY
JULY 6, 2026	
NOT FOR CONSTRUCTION	
GENERAL NOTES	
A-001	

2024 Specifications

427

Item 427

Surface Finishes for Concrete

1.	DESCRIPTION Finish concrete surface as specified.
2.	MATERIALS Furnish materials in accordance with this Article for the type of surface finish specified. Coatings. Adhesive Grout and Concrete Paint. Provide coatings in accordance with DMS-8110, "Coatings for Concrete." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans. Opaque Sealer. Provide penetrating-type sealer in accordance with DMS-8110 Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans. Silicone-Based Paint. Provide silicone resin emulsion paint (SREP) meeting the requirements of DMS-8141, "Paint, Silicon Resin for Concrete." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans. Epoxy Waterproofing. Provide Type X epoxy in accordance with DMS-6100, "Epoxyes and Adhesives," or another approved waterproofing epoxy designed to limit the moisture vapor transmission into a concrete or steel surface. Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans. Exposed Aggregate Finish. Provide approved aggregates meeting the grading requirements shown on the plans. Provide gravel consisting of predominantly rounded particles unless otherwise shown on the plans. Use crushed stone when a bush-hammered finish is desired. Provide a concrete surface retardant. Provide clear Type II permanent anti-graffiti coating in accordance with DMS-8111, "Anti-Graffiti Coatings."
3.	EQUIPMENT The Engineer may require demonstration of the equipment's capabilities. Water Blasting. Use equipment capable of supplying a minimum pressure at the nozzle end of 3,000 psi. Abrasive Blasting. Use equipment with filters to produce oil-free air and water-free air when dry air is required. Slurry Blasting. Use equipment capable of combining air and abrasives with water to form wet blast media capable of cleaning and preparing surface without creating dust. Spraying. Use equipment with fluid and air pressure regulators and gauges to allow for adjustment to produce a uniform spray pattern for coating applications.

1

2.02 Specifications

3.5. **Off-the-Form Finish Forms.** Use nonstaining, nonporous, high-quality forming materials (e.g., steel or medium-density and high-density overlaid plywood forms). Use steel or high-density overlaid plywood forms when the same form will be used more than twice.

3.6. **Form Liners.** Provide form liners capable of producing a patterned finish as shown on the plans. Use form liners that provide a clean release from the concrete surface without pulling or breaking the textured concrete.

4. **CONSTRUCTION**

Provide the finish shown on the plans for the specific surface areas.

4.1. **Surface Areas of Finish.** "Surface area of finish" designates the areas where the specified surface is to be applied.

4.1.1. **Surface Area I.** Surface Area I includes the following:

- surfaces of railing;
- exterior vertical faces of fascia beams, slabs, slab spans, arches, and box girders;
- the outside bottom surface of fascia beams and girders;
- the underside of overhanging slabs to the point of juncture of the supporting beam;
- the entire underside of slab spans when shown on the plans;
- vertical and underside surfaces of bents and piers;
- all surfaces of tie beams, abutments, bridge wingwalls, culvert headwalls and wingwalls, and retaining walls exposed to view after all backfill and embankment are placed; and
- all other exposed surfaces shown on the plans to require surface treatment.

4.1.2. **Surface Area II.** Surface Area II includes surfaces of railing, all wingwalls, and the exterior vertical faces of slabs.

4.1.3. **Surface Area III.** Surface Area III includes only the top and roadway faces of all concrete railing and bridge wingwalls.

4.1.4. **Surface Area IV.** Surface Area IV includes areas shown on the plans.

4.2. **Coatings.** Apply the coating specified on the plans.

4.2.1. **Preparation.** Clean the surface thoroughly before applying a coating by chemical cleaning, if required, and by blast cleaning.

Provide containment that keeps public property, private property, and the environment from being adversely affected by the cleaning and painting operations. Do not discharge washwater into any body of water or conveyance without TCEQ approval. Collect and properly dispose of any paint or debris dislodged by cleaning operations.

4.2.1.1. **Chemical Cleaning.** Clean surfaces contaminated with oil, grease, or other contaminants by scrubbing the area with an approved detergent or other concrete cleaning material before blast cleaning. Do not use a solvent that will stain the surface or inhibit coating adhesion. Perform the following test to check for surface contamination of oil type materials.

- Spray the surface with a fine mist of potable water.
- Examine the area to see if water beads up.
- Clean the surface if beading is found.

2.02.2.1. Blasting

Blast clean the designated surface to remove all surface material (including existing coatings), curing compound, and other contaminants before applying a specified coating, leaving a lightly etched uniformly textured surface. Use an approved abrasive propelled by oil-free air with or without the addition of potable water, or with blast of potable water with or without the addition of an approved abrasive at sufficient pressure to effectively clean and prepare the surface. Maintain the stand-off distance of the nozzle to at most 12 in. from the surface being cleaned when water blasting.

Do not damage concrete surface by gouging, spalling, or exposing coarse aggregate by the blasting operation.

Blow clean oil- and moisture-free air on all surfaces with sufficient pressure to remove loose particles immediately before application of any coating. Perform the following test to check for surface cleanliness as directed.

- Press a 10-in. long strip of 2-in. wide clear packing tape on the surface by rubbing with moderate pressure.
- Grasp the free end of the tape and remove the tape from the surface with a sharp jerk.
- Examine the surface of the tape for clinging particles.

Continue cleaning the concrete surface until there are no particles clinging to the tape surface for subsequent tests. An additional test that can be used to check the surface for dust is to wipe the surface with a dark cloth and then examine the cloth for discoloration.

2.02.2.2. Coating Application

Mix coating materials in conformance with the manufacturer's instructions and thoroughly enough with a mechanical mixer at a speed that causes the mixture to rotate entirely in the container. Ensure complete mixing by probing the container using a stirring device searching for non-dispersed or settled material.

Apply coatings once the new concrete has aged at least 28 days, except for the adhesive grout coating. Do not apply coatings when weather conditions will be detrimental to the final surface finish as determined by the Engineer. Do not apply coatings when surface temperature of the concrete exceeds 110°F.

Apply coatings on a dry surface. Do not thin material unless approved. Apply when ambient temperature is between 50°F and 100°F. Apply coatings to obtain a consistent color, texture, and appearance. Apply concrete paint in two coats for a total maximum application rate of 100 sq. ft. per gallon. Apply opaque sealer in two coats for a total maximum application rate of 200 sq. ft. per gallon. Apply silicone resin in two coats at a rate not exceeding 300 sq. ft. per gallon per coat. Wait at least 12 hr. between coats for silicone resin paint. Apply epoxy waterproofing at a maximum application rate of 100 sq. ft. per gallon. For epoxy waterproofing, apply a thin uniform film of mixed epoxy to the substrate using a short nap roller or brush. The epoxy may be sprayed in conformance with the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Repair coatings that exhibit peeling, flaking, or discoloration or have been damaged during construction. Remove defective or damaged coating. Clean and recoat repair area in accordance with this item.

2.02.2.3. Epoxy Waterproofing

Mix epoxy in conformance with manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft. per gallon. Apply a thin uniform film of mixed epoxy to the substrate using a short nap roller or brush. The epoxy may be sprayed in conformance with the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard as shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

2.02.2.4. Adhesive Grout

Apply coating on a moistened surface to a uniform minimum thickness of 1/16 in. Apply when ambient temperature is at least 50°F.

2024 Specifications

4.3. **Special Surface Finishes.** Submit a work plan to the Engineer for any special finish shown on the plans. Include in the work plan the type of aggregates, materials, variation of panel or pattern arrangement, dimensions, construction methods, and other features affecting the work as necessary for the "Special Surface Finish" specified.

4.3.1. **Blast Finish.** Provide surface profile as shown on the plans, or meet the minimum requirements of Section 427.4.2.1.1, "Preparation." Construct a 4 x 4-ft. sample panel using the same concrete used in construction of the member to receive the blast finish. Prepare the surface of the sample panel to meet the specified finish, and obtain approval of the sample finish. Use the approved sample panel finish as the standard for surfaces requiring a blast finish.

4.3.2. **Slurry Coat Finish.** Provide cementitious slurry coat finish to concrete surfaces within 14 days of placing concrete or later as approved. Water blast surface to moisten surface before application when application of slurry coat occurs more than 14 days after placing concrete. Do not apply slurry coat finish to surfaces receiving another type of coating finish.

Submit for approval proposed slurry recipe including cement, latex concrete additive, with or without sand, and other additives before application. The Engineer will direct the level of surface texture the slurry coat will have, whether to include sand, and what fineness of sand is to be used. Tint mixture of slurry as specified on the plans and as directed. Maintain consistent slurry throughout project, only modifying recipe to account for color variations noticed as work progresses.

Rub in slurry using carborundum stone, stiff bristle brush, or other approved device. Limit thickness of applied slurry to a maximum of 1/16 in. Demonstrate application methods for slurry coat and obtain approval of proposed surface. Apply slurry coat to obtain a tightly adhering cementitious finish to concrete surface. Remove material and reapply if slurry coat is not tightly adhering or cracked.

4.3.3. **Rub Finish.** Provide a finish to the surface by rubbing the surface with a carborundum stone or other approved material. Begin rubbing the surface immediately after forms have been removed. Provide blast finish or other finish as directed at no additional cost to the Department if rubbing surface is delayed to the point where the surface is dry and unable to be rubbed to produce an acceptable finish. Perform the requirements to obtain the ordinary surface finish specified in Section 420.4.1.3, "Ordinary Surface Finish," concurrently with rubbing the surface. Rub concrete patching areas after the patch material has thoroughly set and blend the patch in with the surrounding area to produce a surface with uniform color and texture where concrete patching is performed.

Keep the surface continuously wet after form removal until the rubbing is complete. Rub the surface sufficiently to bring the wetted concrete surface to a paste, producing a smooth, dense surface without pits, form marks, or other irregularities. Do not use cement grout to form the paste on the surface. Stripe the surface using a brush to conceal the rubbing pattern and allow the paste to reset. Wash the concrete with potable water after the paste has sufficiently set to leave it with a neat and uniform appearance and texture. Apply membrane curing, if required, in accordance with Item 420, "Concrete Substructures," after rubbing is complete.

4.3.4. **Off-the-Form Finish.** Provide a finish with minimal surface defects and uniform color and texture by using non-staining, non-porous, high-quality forming materials. Use the same type of forming materials for like elements for the entire structure.

Use mortar-tight forms to prevent leakage and discoloration. Seal joints using compressible gasket material, caulk, or tape, or by other suitable means that are not detrimental to the concrete finish, if necessary. Use one brand and type of form-release agents for all surfaces unless another product produces a similar concrete surface appearance. Do not use barrier-type (e.g., wax, fuel oil, and carrier oil) release agents. Use form-release agents containing a rust inhibitor on steel forms. Clean rust off steel forms before use. Use plywood that will not cause discoloration of the concrete surface.

4

24.02 Specifications

Direct special attention to consolidation and vibration of the concrete around the form surfaces to minimize bug holes. Modify concrete placement and vibration techniques if surface contains an excessive amount of bug holes. Remove all forms without interruption once form removal begins to prevent discoloration due to differing form curing times.

Do not use membrane curing on surfaces with off-the-form finish.

Repair honeycombed and spall areas with least dimension larger than 2 in. in accordance with the concrete surface repair procedures in Item 420 to obtain an ordinary surface finish as defined in Section 420.4.13.. "Ordinary Surface Finish." Patch honeycombed and spall areas with least dimension greater than 3/4 in. but smaller than 2 in. by filling defect with repair material omitting the chipping operation. Do not patch honeycombed and spall areas with least dimension smaller than 3/4 in. Perform required repairs as soon as forms are removed. Match repair material color and texture with surrounding concrete surfaces. Minimize the area of repair by not smearing the repair material over acceptable concrete surfaces while attempting to blend the repair with the surrounding concrete. Cut out form ties at least 1/2 in. below the surface, and patch accordingly. Perform repair work as soon as possible after removing forms so that concrete and repair materials have similar curing conditions. Refurbish the forms when the Engineer determines defective formwork is causing an excessive amount of repair work.

4.3.5. **Form Liner Finish.** Provide patterned finish as shown on the plans. Do not splice form liner panels in a way that causes a noticeable transition or line between pieces. Wash and clean form liners after each use when the forms can be reused. Replace form liners that have become damaged or worn.

Construct a sample panel for each form liner finish. Approval is required to verify the sample panel meets the requirements shown on the plans and in conformance with specifications before beginning work. Upon approval, the sample panel becomes the model panel to which all other work will be compared. Deviation in color, grade, or depth from the model panel is grounds for rejection of the form liner finish. Removal of defective work may be necessary as determined by the Engineer and in accordance with the surface finish requirements in Item 420 to obtain an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish."

Seal all form liner joints in a manner acceptable to the Engineer to prevent leakage at the surface.

4.3.6. **Exposed Aggregate Finish.** Provide exposed aggregate finish as shown on the plans. Provide a depth of finish between 3/8 in. and 1/2 in. unless directed otherwise.

Apply a concrete surface retarder that penetrates approximately 1/4 in. into the forms or concrete surface to help achieve the desired finish. Apply two or three coats to wood forms to account for absorption if necessary. Tape or caulk form joints to prevent escape of the retarder during the placing operations. Protect the form surfaces from sun and rain while exposed to the atmosphere. Re-treat form surfaces with retarder if disturbed. Protect adjacent areas of concrete not requiring exposed aggregate finish from the retarder.

Remove forms 12-15 hr. after concrete placement but not before concrete has gained sufficient strength to support the self-weight of the member, unless directed otherwise. Expose the aggregate for the finish immediately after form removal. Remove the gROUT paste covering the aggregate to be exposed by an approved method. Do not loose the aggregate by the gROUT removal operation. Maintain required curing on all surfaces except for the time while the aggregate is being exposed. Cure using wet mats or membrane after the aggregate is exposed.

Repair defective areas as determined by the Engineer.

Re-clean exposed aggregate surfaces by an approved method. Apply a coat of clear Type II permanent anti-graffiti coating to cleaned exposed aggregate surface. Apply anti-graffiti coatings by spray, roller, or brush at the application rates recommended by the manufacturer and in accordance with Item 740, "Graffiti Removal and Anti-Graffiti Coating."

5

2024 Specifications

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5. MEASUREMENT

When surface finishes for concrete are shown on the plans to be a pay item, measurement will be by the square foot of the type of surface finish specified. This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurement or calculations will be made if adjustments of quantities are required.

6. PAYMENT

Unless otherwise shown on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly, but will be subsidiary to pertinent items.

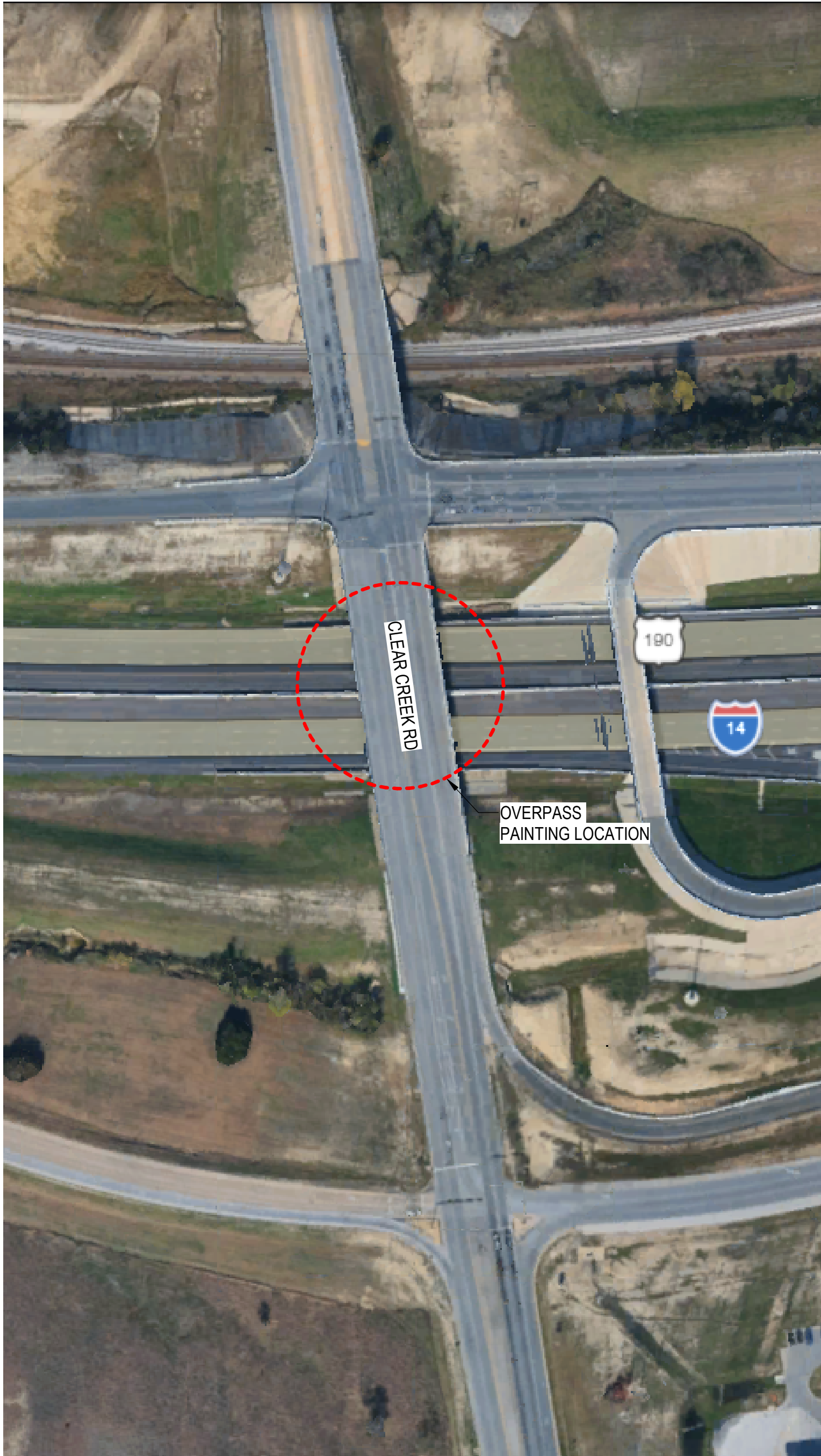
When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Slurry coat, rub, off-the-form, form liner, or exposed aggregate finishes (including anti-graffiti coating) will not be paid for under this item, but will be subsidiary to other pertinent items.

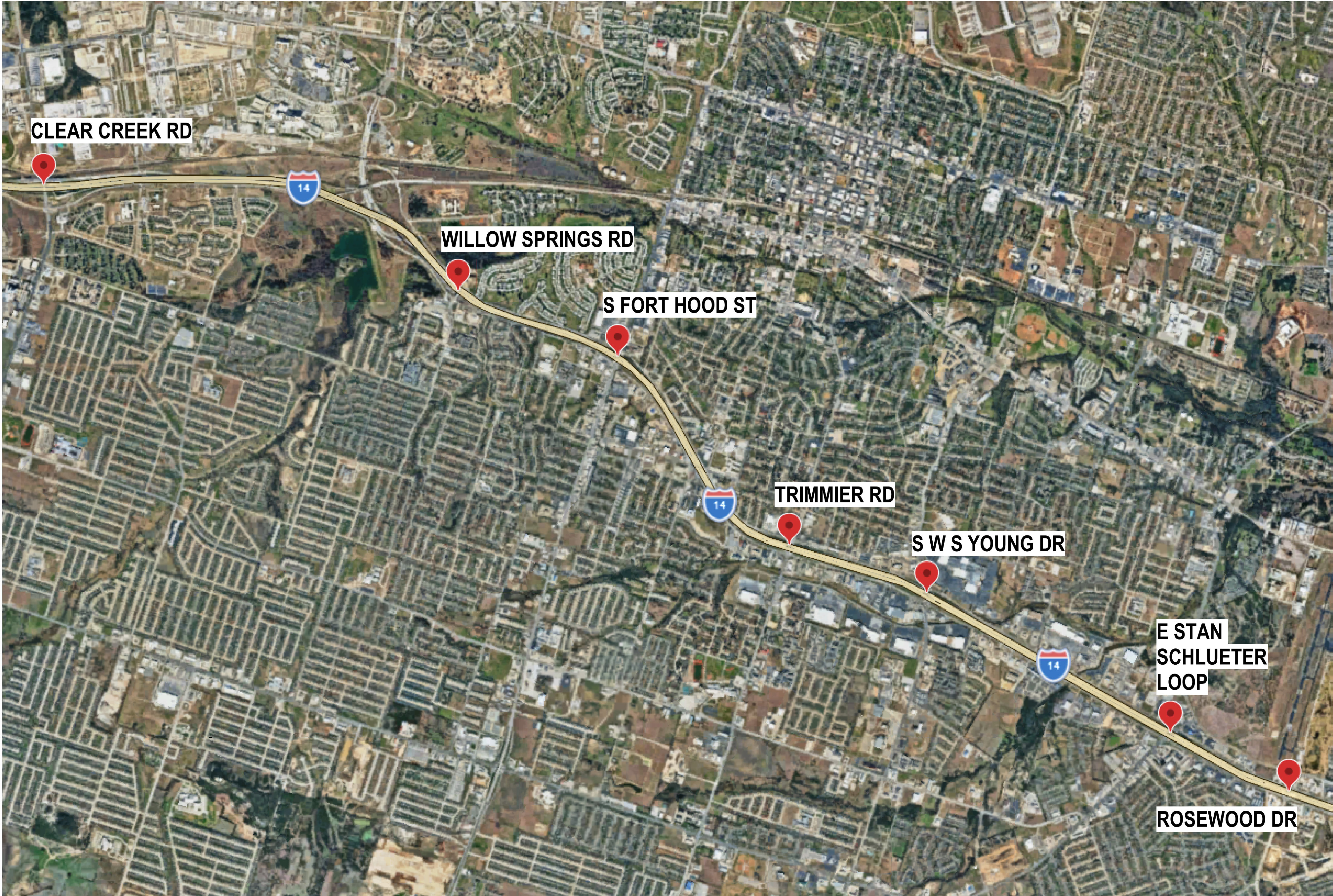
6



#	REVISION DESCRIPTION	DATE	BY
	NOT FOR CONSTRUCTION	JULY 6, 2026	
CITY OF KILLEEN KILLEEN OVERPASS PAINTING PROJECT KILLEEN, TX			
DRAWN BY: _____ CHECKED BY: _____			
MRB PROJECT #:			
1102.26002.000			
CLIENT PROJECT #:			



2 SITE MAP - CLEAR CREEK RD
N.T.S.



OVERALL SITE MAP
N.T.S.

CITY OF KILLEEN
**KILLEEN OVERPASS PAINTING
PROJECT**
KILLEEN, TX

CLIENT PROJECT #:

1102.26002.000

MRB PROJECT #:

DRAWN BY: Author
CHECKED BY: Checker

DATE
JULY 6, 2026

REVISION DESCRIPTION
NOT FOR CONSTRUCTION

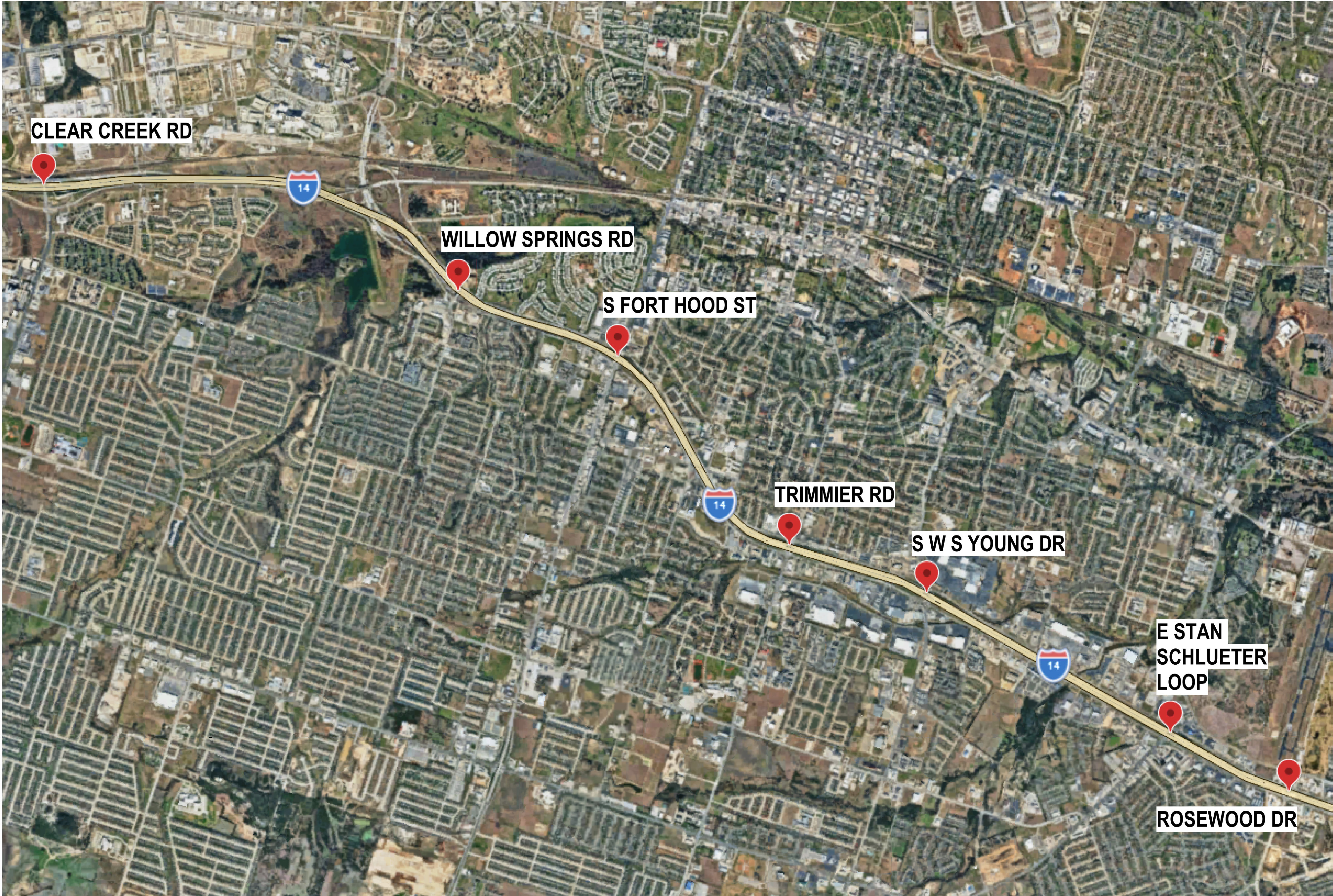
SITE PLAN - CLEAR CREEK
RD

A-101





2 SITE MAP - S FORT HOOD ST
N.T.S.



OVERALL SITE MAP
N.T.S.

CITY OF KILLEEN

KILLEEN OVERPASS PAINTING PROJECT

KILLEEN, TX

CLIENT PROJECT #:

1102.26002.000

MRB PROJECT #:

DRAWN BY:

Author

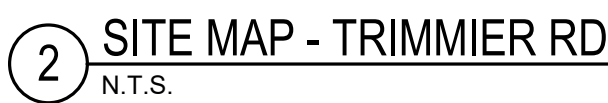
CHECKED BY:

Checker

DATE
JULY 6, 2026

REVISION DESCRIPTION
NOT FOR CONSTRUCTION

SITE PLAN - S FORT HOOD ST



CITY OF KILLEEN
KILLEEN OVERPASS PAINTING
PROJECT
KILLEEN, TX

OVERPASS PROJECT
KILLEEN, TX

1102.26002.000

Checker

CHECKED BY:

JULY 6, 2026

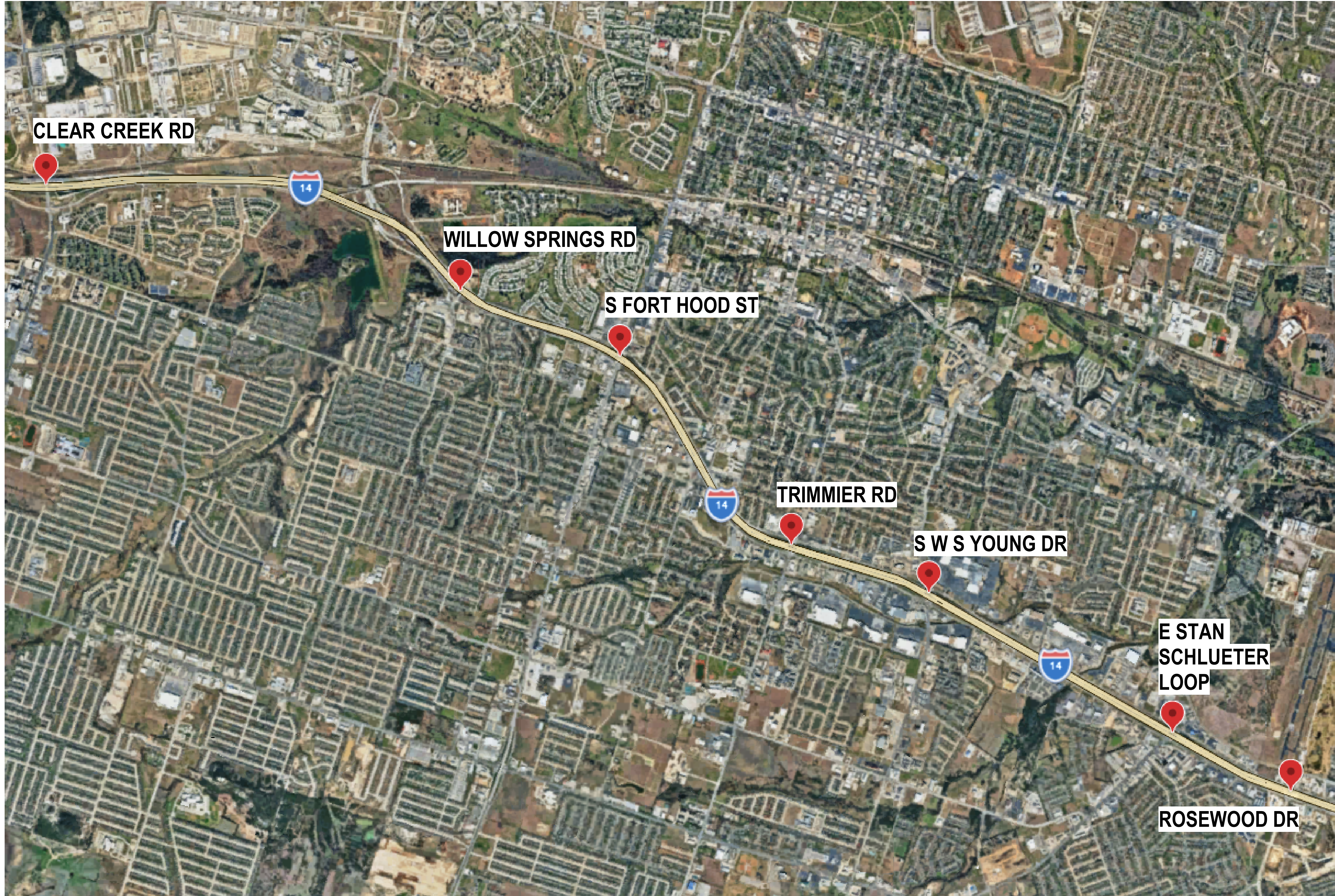
NOT FOR CONSTRUCTION

SITE PLAN - TRIMMIER RD

A-104



2 SITE MAP - S W S YOUNG DR
N.T.S.



OVERALL SITE MAP
N.T.S.

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CITY OF KILLEEN
KILLEEN OVERPASS PAINTING PROJECT
KILLEEN, TX

CLIENT PROJECT #:

1102.26002.000

MRB PROJECT #:

DRAWN BY: Author
CHECKED BY: Checker

DATE: JULY 6, 2026

REVISION DESCRIPTION
NOT FOR CONSTRUCTION

SITE PLAN - S W S YOUNG DR



CITY OF KILLEEN
**KILLEEN OVERPASS PAINTING
PROJECT**
KILLEEN, TX

DRAWN BY:	Author	MRB PROJECT #:	1102 26003 000	CLIENT PROJECT #:
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#	REVISION DESCRIPTION	DATE	BY
	NOT FOR CONSTRUCTION	11/11/26	2026

**SITE PLAN - E STAN
SCHLUETER LOOP**

A-106



#	REVISION DESCRIPTION	DATE	BY
	NOT FOR CONSTRUCTION	JULY 6, 2026	

CITY OF KILLEEN

KILLEEN OVERPASS PAINTING PROJECT

KILLEEN, TX

DRAWN BY:
CHECKED BY:

Author
Checker

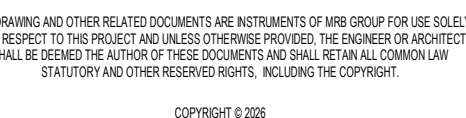
MRB PROJECT #:

1102.26002.000

CLIENT PROJECT #:



WHITE	SW 7757 'HIGH REFLECTIVE WHITE'
CREAM	SW 7517 'RIVERS EDGE'
DARK BLUE	SW 9178 'IN THE NAVY'
LIGHT BLUE	SW 9177 'SALTY DOG'
KILLEEN BLUE	SW CUSTOM MATCH TO PANTONE 288 C
KILLEEN RED	SW CUSTOM MATCH TO PANTONE 1797 C
DARK BROWN	SW 6075 'GARRET GRAY'
LIGHT BROWN	SW 6071 'POPULAR GRAY'



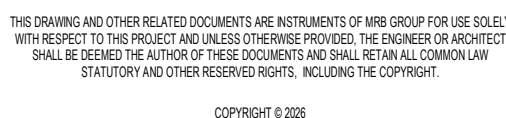
NOT FOR CONSTRUCTION

A-201



1 LETTERING STYLE
N.T.S.

WHITE	SW 7757 'HIGH REFLECTIVE WHITE'
CREAM	SW 7517 'RIVERS EDGE'
DARK BLUE	SW 9178 'IN THE NAVY'
LIGHT BLUE	SW 9177 'SALTY DOG'
KILLEEN BLUE	SW CUSTOM MATCH TO PANTONE 288 C
KILLEEN RED	SW CUSTOM MATCH TO PANTONE 1797 C
DARK BROWN	SW 6075 'GARRET GRAY'
LIGHT BROWN	SW 6071 'POPULAR GRAY'



A-202

Mural Guidelines

General

Integration of the transportation system to reflect community values may be achieved through enhancements that include third party installed Murals (referred to herein as a Mural or Murals.) This program provides a method for the Texas Department of Transportation (TxDOT) to permit enhancement of transportation facilities by third parties (sometimes herein referred to as Permittee.)

A Mural is defined as any nonintegral or nonrequired art work or graphic design within TxDOT right of way. The approval of a Mural proposal shall be made with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support, and maintainability. Proposals for the placement of a Mural must comply with these guidelines.

Guidance

Under certain circumstances, TxDOT may be amenable to the enrichment of the cultural and visual environment for transportation system users and local communities by facilitating and coordinating the integration of Murals within the operational highway right-of-way, through the Mural Agreement process.

Murals are to be solely funded and maintained by a Permittee. TxDOT will collaborate with the responsible Permittee supporting the proposed Mural.

Murals are discretionary features within the transportation corridor. The incorporation of a Mural will be evaluated for its potential for creating a distraction to motorists. TxDOT retains sole discretion for determining the location, appropriate size, content, colors, and other elements of a Mural. TxDOT shall have responsibility for approval of all Murals on the State highway system and in addition, the Federal Highway Administration (FHWA) must approve Murals on the interstate system.

Review/Approval Process

Mural submittals shall be reviewed with primary considerations to safety (location), appropriateness, aesthetics and access for maintenance purposes.

The Permittee shall submit a Mural proposal to the District Engineer. The District Engineer has approval authority for these proposals. If the Mural is proposed for an interstate facility, the District shall coordinate with the Maintenance Division for additional processing and FHWA review and approval.

The Mural Agreement must be fully executed by both TxDOT and the Permittee prior to the commencement of any work associated with the Mural project.

Financial Responsibilities

All costs for the proposed Mural design, installation, access for maintenance, maintenance, and if required, removal of the Mural shall be the responsibility of the Permittee .

The Mural Agreement shall stipulate that the Permittee shall hold harmless, indemnify, and defend the State against any action associated with a Mural. TxDOT will assume the administrative costs associated with Mural proposal reviews, and developing, issuing, and

monitoring the Mural Agreement for approved Mural projects. All other costs, including labor, materials, supplies, and traffic control (if required) for design, engineering, , installation, maintenance, and removal of the Mural shall be the responsibility of the Permittee.

Maintenance

The Permittee shall be required to provide for regularly scheduled maintenance, as described in the Mural Agreement, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Mural and graffiti removal. Murals shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to current TxDOT policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti.

Removal

The Permittee shall remove a Mural, which in the opinion of TxDOT creates a safety or operational concern due to deterioration or inadequate maintenance. TxDOT will notify the Permittee when it has determined that the Mural requires special attention. In the event the Permittee fails to maintain, repair, rehabilitate, or remove the Mural in a timely manner, TxDOT may remove the Mural after 30 days following notification to the Permittee, and bill the Permittee for all costs of removal and restoration of the area.

TxDOT reserves the right to remove the Mural due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Permittee. TxDOT will strive to notify the Permittee of its intent to remove the Mural to allow for timely removal and salvage by the Permittee (if possible).

TxDOT reserves the right to remove or alter any Mural that presents an immediate safety hazard to the public without delay or advanced notification to the Permittee.

Design and Placement of Murals

Proposed Murals shall:

1. Be of design with colors and materials approved by TxDOT.
2. Include approved protective graffiti coatings.
3. Be appropriate to its proposed setting and community context.
4. Be in proper size and scale with its surroundings.
5. Be composed of materials that are durable for the projected life span of the Mural project.
6. Be located where maintenance can be safely performed, as specified in the Mural Agreement and in conformance with TxDOT procedures.
7. Be subject to the review and approval of TxDOT in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

Proposed Murals shall not:

1. Be allowed within the center median areas of interstate highway right-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort or advertising.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Create a distraction to the motoring public, for example, may not be so large that it demands attention from the motorist.
6. Include reflective or glaring surface finishes.
7. Include illumination.

8. Include moving elements (kinetic art) or simulate movement.
9. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
10. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.
11. Require the removal of trees or other vegetation for visibility, or harm trees during installation. Pruning of tree branches or roots, and removal of shrubs should be avoided.
12. Negatively impact existing highway features, including existing signs.

Submittal Requirements for Mural Proposals

The Permittee shall provide the Department documentation that describes the Permittee's:

1. Funding responsibility.
2. Commitment to ensure maintenance of the Mural, including timely graffiti removal/repair, and removal (or restoration) of the Mural as needed.
3. Proposed schedule for commencing and completing the Mural installation.

Exhibits, plans, and details shall include, but are not limited to the following:

1. A full description of the proposed Mural, including design, location, and installation techniques, details necessary to convey installation methods, proposed color scheme, proposed materials, including, but not limited to, paint and protective coatings.
2. Specifications for proposed materials, including material data sheets.
3. A scaled drawing indicating the placement of the proposed Mural.
4. Elevations and details clearly illustrating and dimensioning the Mural (the Mural must be aesthetically pleasing).
5. Installation schedule.
6. Cost estimate.
7. Traffic control plans and provisions if required.
8. Proposed maintenance plan and schedule (including proposed access for maintenance purposes).

The Permittee shall adhere to and maintain compliance with departmental rules, regulations, state and federal laws, and any additional requirements TxDOT may apply to the project. If, at any time during the process, TxDOT recommends any changes for a proposal that has not yet received final approval, the proposal may be returned to the Permittee for revision. Once TxDOT approves a Mural proposal, no changes shall be made to the Mural without prior written approval of the District Engineer. For Murals located on interstate highways, changes must be submitted to FHWA for approval.



MURAL AGREEMENT WITH TXDOT FOR I-14 UNDERPASS PAINTING PROJECT

RS-26-122

August 4, 2026

Background

2

- ❑ FY 2026 Capital Improvement Plan included the I-14 Underpass Painting Project.
- ❑ The project includes the underpasses of Rosewood, Stan Schlueter, W.S. Young, South Fort Hood Street (SR 195), Willow Springs, and Clear Creek.
- ❑ The project includes painting the girders and bent ends with a solid color and City of Killeen text and logo.
- ❑ The project is spread out into four (4) Phases due to the cost of construction. (\$150,000 per overpass)

Background

3

- The Mural is between TXDOT and the City of Killeen.
 - ▣ Allows the City to install a mural on a TXDOT structure
 - ▣ Clarifies the maintenance responsibilities onto the city.
- The agreement is a requirement of a permit by TXDOT.

Project Limits

4



Underpass Locations

Recommendation

5

- Staff recommends the Council authorize the City Manager, or designee to enter into the Mural Agreement with TXDOT for the I-14 Underpass Painting Project.



City of Killeen

Staff Report

File Number: RS-26-123

Consider a memorandum/resolution approving an Interlocal Agreement with the Texas Department of Motor Vehicles authorizing participation with the Scofflaw Program.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Interlocal Agreement with TxDMV for the Scofflaw Program

BACKGROUND AND FINDINGS:

The Texas Scofflaw Program is a statewide initiative designed to assist local courts in enforcing delinquent fines and fees by restricting vehicle registration renewals for individuals with overdue balances. Under this program, the Texas Department of Motor Vehicles (TxDMV) can place holds on vehicle registrations when a person owes delinquent court fines or fees, thereby incentivizing compliance. Once the outstanding amounts are resolved, TxDMV removes the registration hold, facilitating the renewal process.

Participation in the Scofflaw Program requires the execution of an Interlocal Agreement between the City of Killeen Municipal Court and TxDMV. This agreement authorizes the Court to engage in the program and enables TxDMV to process inquiries, place registration flags on eligible vehicle records, and lift those flags when accounts are brought into compliance.

Currently, the Killeen Municipal Court contracts with McCreary, Veselka, Bragg & Allen, P.C. (MVBA) for delinquent account collection services. As part of this arrangement, MVBA will administer the Scofflaw Program on behalf of the Court, in accordance with the existing collection contract previously approved by City Council.

Participation in the Scofflaw Program enhances the Court's ability to enforce delinquent fines and fees, encouraging greater compliance and improving collection rates through an additional enforcement tool.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Yes, the interlocal agreement between the City of Killeen and TxDMV conforms to City Policy and Texas Local Government Code, Chapter 791 and Chapter 271 Subchapter F.

FINANCIAL IMPACT:

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

There is no anticipated fiscal impact to the City of Killeen. Pursuant to the existing agreement with McCreary, Veselka, Bragg & Allen, P.C. (MVBA), MVBA will be responsible for all costs associated with participation in the Texas Department of Motor Vehicles Scofflaw Program, including the required \$500 deposit and any applicable transaction or processing fees. No additional City funds are required to implement this agreement.

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:

Approve the Interlocal Agreement between the City of Killeen and the Texas Department of Motor Vehicles (TxDMV) for participation in the Scofflaw Program and authorize the City Manager to execute the agreement.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Interlocal Agreement with TxDMV
McCreary Veselka Bragg & Allen Agreement
Presentation

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)
 (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of **Attachment B**, Budget. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by **TxDmv**, or when otherwise terminated as provided in **Attachment C**, Article 5 of this contract.

VI. LEGAL AUTHORITY: THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Contact Information for Technical Assistance, and **Attachment E**, Account Information.

TEXAS DEPARTMENT OF MOTOR VEHICLES

Signature

Annette Quintero

Printed Name

Director, Vehicle Titles and Registration Division

Title

Date

 City of Killeen

mjs

Signature

Printed Name

Assistant City Manager

Title

Date

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the Local Government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
2. Place "flags" on vehicle records based on data submissions received from the Local Government containing "flag" request codes.
3. Remove "flags" from vehicle records based on data submissions received from the Local Government containing "clear" request codes.

Local Government must:

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records, and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the Local Governments on September 1st of every year.
2. Submit an application ~~to~~ establish the method of payment (see **Attachment E**), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support
Services PO Box 5020
Austin, TX 78763-5020

A deposit of at least \$500.00 must be provided to TxDMV for placement in a non interest-bearing-account. This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

ATTACHMENT C
General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Contracts

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

Article 3. Disputes

TxDMV will resolve any contractual or administrative issues regarding this contract.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**.

Article 5. Termination

This contract may be terminated by mutual written agreement or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Request" account or a "Prepaid Account" as described in **Attachment B** will be refunded to the Local Government following settlement of any outstanding processing fees.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties must comply with all applicable laws regarding the performance under this contract.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

Article 10. Notices

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

If to TxDMV:

IT Services Division, Data Support Services
Email: VTR_Scofflaw@txdmv.gov

If to the Local Government:

Contact Name: Sandra Rodriguez, Court Administrator

Email: srodriguez@killeentexas.gov

ATTACHMENT D

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_Scofflaw@txdmv.gov.

ACCOUNT INFORMATION

GENERAL INFORMATION: Please read carefully, incorrect forms will be returned.

Accounts are "**Prepaid**". Funds must be available in your account to cover the cost of the Scofflaw remarks file request. Fees are in accordance with Texas Administrative Code, §217.124, and are \$23 per computer run + \$0.12 per record.

IMPORTANT NOTE: The third party contacts provided herein, if applicable, are authorized to communicate with TxDMV staff with *questions* regarding the account/billing ONLY. **CHANGES** to any information provided must come from the contracted entity directly. Change requests from any persons outside of the contracted entity will be *denied*.

ACCOUNT INFORMATION: PLEASE READ!! Information below MUST be from the contracted entity ONLY

ACCOUNT NAME:	City of Killeen	
MAILING ADDRESS:	100 E. Avenue D Suite 1, Killeen, Texas 76541	
ACCOUNT CONTACT:	Sandra Rodriguez	254-501-7888
	Full Name (required)	Phone Number
BILLING CONTACT:	Sandra Rodriguez	254-501-7888
	Full Name (required)	Phone Number
TECHNICAL CONTACT:		
	Full Name (required)	Phone Number

BILLING EMAIL ADDRESS(s): For Account Balance statements and Additional Funds Requests

	Sheyanne.cole@mvalaw.com
For contracted entity, <u>required</u>	For third party representative, <u>optional</u>
Additional email address, <u>optional</u>	

PERSON(S) RESPONSIBLE FOR SENDING FILES AND RECEIVING OUTPUT FILES

NOTE: The EMAIL address(s) provided shall not be a "do not reply" email address. The email account must be enabled to receive REPLY emails.

srodriguez@killeentexas.gov	☐	Check box if same email address as above
EMAIL ADDRESS for contracted entity, <u>required</u>		
Sheyanne.cole@mvalaw.com	☒	Check box if same email address as above
EMAIL ADDRESS for third party representative, <u>optional</u>		
	☐	Check box if same email address as above
Additional email address, <u>optional</u>		

For Department Use Only

Contract Signed:	<u>Contract/Account Terminated</u> ☐ Non-Payment ☐ Expired/Non-Renewal ☐ Entity Request ☐ Statutory Change
Escrow Amount: \$	
Signed By: Annette Quintero	
Account Number:	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KILLEEN, TEXAS
AND
McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

I. PARTIES

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the **CITY OF KILLEEN, TEXAS** acting herein by and through its governing body, hereinafter styled, "**City**" and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

II. PURPOSE

To clearly identify the roles and responsibilities of each party required for MVBA to assist with the City's participation in the Scofflaw Program or Vehicle Registration Denial Program, as outlined in the Texas Transportation Code Sec. 702.003 (commonly known as the Scofflaw Program).

III. SCOPE OF WORK

The City has contracted with MVBA for the collection of delinquent municipal court fines and fees. To further enhance their efforts, MVBA will assist the City with the implementation of the Scofflaw Program. This program allows a City to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendant's vehicle registration by the DMV a renewal of registration will not be permitted until the case is resolved.

IT IS UNDERSTOOD AND AGREED THAT:

THE CITY AGREES TO enter into the necessary contract with the DMV. The City will timely provide delinquent cases to MVBA on which warrants have been issued and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes.

MVBA AGREES TO conduct the Scofflaw program on behalf of the City as part of the delinquent collection process. MVBA will provide the funds necessary to post the required bond with DMV and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. This information will be available to the court upon request.

IV. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this agreement begins on the date of execution by both parties below and will remain in force for the duration of the Contract for the Collection of Delinquent Municipal Court Fines and Fees executed the 11th day of March, 2025.

V. SIGNATURES

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this Memorandum of Understanding.

This Memorandum of Understanding may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2025.

CITY OF KILLEEN, TEXAS

Judith Tangalin Digitally signed by Judith Tangalin
Date: 2025.11.06 15:08:35 -06'00'

Judith Tangalin, Executive Director of Finance

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Matthew Tepper
Attorney at Law

INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF
MOTOR VEHICLES AUTHORIZING
PARTICIPATION WITH THE
SCOFFLAW PROGRAM

RS-26-123

August 4, 2026

Background

2

- ❑ The Texas Scofflaw Program allows municipalities to improve collection of delinquent court fines and fees by placing vehicle registration holds on eligible individuals with outstanding balances.
- ❑ Participation requires an Interlocal Agreement between the Killeen Municipal Court and the Texas Department of Motor Vehicles (TxDMV) to authorize registration holds and releases.
- ❑ The program will be administered by McCreary, Veselka, Bragg & Allen, P.C. (MVBA) under the City's existing delinquent collection services contract.
- ❑ Implementation provides the Municipal Court with an additional enforcement tool to encourage payment compliance and improve collection efforts.

How It Works

3

- ❑ The Scofflaw Program is a registration renewal hold program
 - ▣ Defendants retain the ability to resolve their cases at any time
 - ▣ MVBA submits a file to TxDMV to identify qualifying cases
 - ▣ TxDMV places a registration hold on matched vehicle records
 - ▣ The defendant is prevented from renewing their vehicle registration until the court obligation is resolved
 - ▣ The Court or MVBA confirms compliance, the hold is removed, allowing the individual to renew their registration

Benefits

4

- ❑ Encourages compliance with court orders
- ❑ Increases collection opportunities for delinquent accounts
- ❑ Provides an additional enforcement tool
- ❑ Supports accountability and voluntary resolution of outstanding obligations
- ❑ Clearance of outstanding warrants and violations

Financial Impact

5

- Pursuant to the existing agreement with MVBA, MVBA will be responsible for all costs associated with participation in the TxDMV Scofflaw Program, including the required \$500 deposit and any applicable transaction or processing fees.
- No additional City funds are required to implement this agreement

Recommendation

6

Staff recommends City Council approve the Interlocal Agreement between the City of Killeen and the Texas Department of Motor Vehicles (TxDMV) for participation in the Scofflaw Program and authorize the City Manager to execute the agreement.



City of Killeen

Staff Report

File Number: OR-26-014

Consider an ordinance calling a Charter Amendment Election on November 3, 2026.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Calling a Charter Amendment Election on November 3, 2026.

BACKGROUND AND FINDINGS:

The charter is the fundamental governing document of a home-rule city in Texas. The City of Killeen originally adopted its home-rule charter in 1949 and it has been amended various times since then, most recently in 2022. The Charter may only be amended every two years and by majority vote at an election.

On January 20, 2026, the City Council created a charter review committee to review the City Charter and provide Council with recommended amendments to the Charter with an anticipated November 2026 election date. Over the past several months, Council has reviewed all eleven recommendations and provided proposed changes to various sections. The proposed revisions are as follows:

Sections 22 & 93

Move regular elections for mayor and all councilmembers to the November uniform election date during odd-numbered years.

Section 22

Repeal the requirement that a member of the City Council resign and vacate his/her position upon filling to run for a different office on the City Council.

Section 26

Require that any vacancy on the City Council be filled by a majority vote of the remaining members of the City Council and to allow for a special election to fill the vacancies should a quorum of the City Council no longer exist

Sections 103 & 104

Change the number of days in which the City Secretary must certify a petition for initiative or referendum, and in which a petitioner may amend a deficient petition, from 10 days to 30 days.

Sections 106 & 107

Prohibit the City Council from adopting any initiated ordinance that is inconsistent with state law or from submitting such an ordinance to the electors.

Sections 111 & 112

Require that a petitioner allege incompetence, official misconduct, or malfeasance in office in an affidavit seeking the recall of an elected official.

Section 112

Change the number of days in which the City Secretary must provide petition blanks in response to a submitted recall affidavit from 1 day to 5 days.

Section 112

Require that a person filing a recall affidavit for a district councilmember live within the district in which the council member represents.

Per state law, the last day to call a November 2026 election is August 17, 2026. If approved, the Charter election will be held November 3, 2026, to coincide with various Bell County and State of Texas elections.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conform to local and state law.

FINANCIAL IMPACT:

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

The City of Killeen will contract with Bell County to administer the election. Bell County has indicated that the total estimated cost for the November 3 election cannot be determined at this time. Costs of the election will be prorated among all participants.

City staff estimates the City's portion of the cost to be \$21,000.

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 General Fund, City Secretary, Election Expenses account

100-55620-150-152-000000.

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:

Based on Council's direction, Staff recommends that the City Council call a Charter election for November 3, 2026, on the proposed amendments.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Proposed Charter Revisions
Presentation

ORDINANCE _____

AN ORDINANCE ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE CITY PROPOSED AMENDMENTS TO THE HOME-RULE CHARTER OF THE CITY; SPECIFYING THAT THE PROVISIONS OF THE GENERAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; DESIGNATING THE POLLING PLACES; PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION; AND CONTAINING MISCELLANEOUS PROVISIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION 1. Pursuant to the laws of the State of Texas and the Charter of the City of Killeen (the “Charter”), it is ordered by the City Council that an election be held in the City of Killeen, Texas, on November 3, 2026 (“Election Day”), for the purpose of submitting to the qualified voters of the City of Killeen, certain propositions on whether the Charter of the City of Killeen should be amended.

SECTION 2. The proposed amendments to the existing Charter of the City of Killeen are set forth in Exhibit A, attached hereto and incorporated by reference for all intents and purposes. Text of the existing Charter proposed to remain the same is shown in normal type, text proposed to be deleted from the existing Charter is shown as a ~~strikeout~~, and text proposed to be added to the existing Charter is shown as underlined.

SECTION 3. That the vote shall be upon an official ballot prepared in such manner as will permit the voters to vote “FOR” or “AGAINST” the propositions submitted, with the propositions to be set forth on the official ballots in substantially the following form:

Proposition A

Moving Regular City Elections to November

Amend the Charter of the City of Killeen to move regular elections for mayor and all councilmembers to the November uniform election date during odd-numbered years, and to make certain other grammatical and technical changes related thereto.

Proposition B

Repealing the Resign-to-Run Provision

Amend the Charter of the City of Killeen to repeal the requirement that a member of the City Council resign and vacate his/her position upon filling to run for a different office on the City Council, and to make certain other grammatical and technical changes related thereto.

Proposition C

Filling Vacancies on the City Council

Amend the Charter of the City of Killeen to require that any vacancy on the City Council shall be filled by a majority vote of the remaining members of the City Council, allowing for a special election to fill the vacancies should a quorum of the City Council no longer exist, and to make certain other grammatical and technical changes related thereto.

Proposition D

Initiative & Referendum Petition Timeline

Amend the Charter of the City of Killeen to change the number of days in which the City Secretary must certify a petition for initiative or referendum, and in which a petitioner may amend a deficient petition, from 10 days to 30 days, and to make certain other grammatical and technical changes related thereto.

Proposition E

Adoption of Initiatives

Amend the Charter of the City of Killeen to prohibit the City Council from adopting any initiated ordinance that is inconsistent with state law or from submitting any such ordinance to the electors, and to make certain other grammatical and technical changes related thereto.

Proposition F

Grounds for Recall

Amend the Charter of the City of Killeen to require that a petitioner allege incompetence, official misconduct, or malfeasance in office in an affidavit seeking the recall of an elected official, and to make certain other grammatical and technical changes related thereto.

Proposition G

Recall Petition Requirements

Amend the Charter of the City of Killeen to change the number of days in which the City Secretary must provide petition blanks in response to a submitted recall affidavit from 1 day to 5 days, and to make certain other grammatical and technical changes related thereto.

Proposition H

Recall of District Councilmember

Amend the Charter of the City of Killeen to require that a person filing a recall affidavit for a district council member live within the district in which the council member represents, and to make certain other grammatical and technical changes related thereto.

SECTION 4. The manner of holding the elections and all questions pertaining to such election shall be governed by the Texas Election Code, and the returns shall be made and canvassed and the results declared as in other legal elections of the City of Killeen.

SECTION 5. Each registered voter who desires to cast an early vote, or who expects to be absent on the date of the elections, shall be entitled to an official ballot and to cast such ballot in accordance with the applicable provisions of Title 7 of the Texas Election Code. The Bell County Elections Administrator will be the early voting clerk, who may appoint by written order one or more temporary deputies to serve as the deputy early voting clerk in accordance with applicable state law. The early voting clerk's contact information is as follows:

Mailing Address: P.O. Box 1629, Belton, Texas 76513

Email Address: elections@bellcounty.texas.gov

Phone Number: (254) 933-5774

Website: <https://www.bellcountytexas.com/departments/elections>

Early voting will be conducted in person, Monday, October 19, 2026 through Friday, October 23, 2026 from 8:00 a.m. – 5:00 p.m.; Saturday, October 24, 2026 from 7:00 a.m. – 7:00 p.m.; Sunday, October 25, 2026 from 12:00 p.m. – 6:00 p.m.; and Monday, October 26, 2026 through Friday, October 30, 2026 from 7:00 a.m. – 7:00 p.m. The main early

voting polling place is identified as the Bell County Courthouse Annex located at 550 East 2nd Avenue, Belton, Texas. In addition to the main early voting polling place, branch early voting locations are as follows:

Killeen – Jackson Professional Learning Center, 902 Rev R A Ambercrombie Drive

Killeen – Senior Center at Lions Club Park, 1700 E. Stan Schleuter Loop

Killeen – True Deliverance Ministries, 709 W Dean Avenue

Harker Heights – Parks & Recreation Center, 307 Miller Crossing

Salado – Thomas Arnold Elementary T3 School, 620 Thomas Arnold Road

Temple – Temple ISD Administration Building, 401 Santa Fe Drive

Morgan's Point – Event Center, 60 Morgan's Point Boulevard

Applications for ballot by mail ("ABBM") may be mailed to:

Dr. Desi R. Roberts

Bell County Elections Administrator

P.O. Box 1629

Belton, TX 76513

The deadline to submit an ABBM is close of business on October 23, 2026 (must be received, not postmarked).

SECTION 6. All resident qualified electors of the City of Killeen shall be permitted to vote in the election.

SECTION 7. The election materials enumerated in Texas Election Code Sec. 272.001, *et seq.*, shall be printed and furnished in both English and Spanish for use at each polling place on Election Day and for early voting.

SECTION 8. Notice of elections shall be given by posting substantial copies of the Notice of Election, as prescribed by the Secretary of State's Office, in both English and Spanish at City Hall for the City of Killeen, the official City of Killeen website, and at three other public places in the City of Killeen at least thirty days prior to Election Day. Not less than fourteen days prior to Election Day, substantial copies of the Notice of Election in both English and Spanish shall be published one time in a newspaper of general circulation in the City of Killeen.

SECTION 9. Returns of the elections shall be made by the election officers to the City Council at a meeting following the election. The returns will be canvassed and the results of the election declared as prescribed by the Texas Election Code and the City of Killeen City Charter.

SECTION 10. It is officially found, determined, and declared that the meeting at which this ordinance has been adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered and acted upon at the meeting, including this ordinance, was given, as required by the applicable provisions of Chapter 551 of the Texas Government Code.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 4th day of August, 2026, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq.*

APPROVED:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM:

Holli Clements, CITY ATTORNEY

NUMBER, SELECTION, TERM MAYOR AND THE COUNCIL

Section 22. The members of the City Council of the City of Killeen shall be composed of a mayor and seven councilmembers. Four (4) of the councilmembers shall represent "single member districts," such districts being numbered and designated 1, 2, 3, and 4, and defined in this charter or by ordinance hereafter passed. The mayor and three (3) of the councilmembers shall represent the city at large. Such council shall be elected in the following manner:

~~At an election held on a uniform election date in even-numbered years, a mayor and three councilmembers shall be elected by a plurality vote of the city at large for a term of two (2) years. The mayor or any councilmember elected prior to the adoption of this amendment shall serve until November 2027. Beginning in November 2027, and thereafter, A~~at an election held on ~~a~~the November uniform election date in odd-numbered years, there shall be elected a mayor and seven councilmembers, each to serve a term of two (2) years. A mayor and three councilmembers shall be elected by a plurality vote of the city at large, and four councilmembers, one ~~councilmember~~ from each of the single member districts 1, 2, 3, and 4, by a plurality vote of the registered voters residing within each district,~~to serve a term of two (2) years.~~ All elections are to be held in a manner provided in Article IX of this charter and in accordance with state law.

The members of the City Council shall serve not more than three (3) terms in succession in any one office, in whole or in part, whether appointed (to fill an unexpired portion of a term) or elected, and until their successors shall have been elected and qualified and they shall be ineligible to succeed themselves or another councilmember for an additional successive term;~~except if any member of the City Council holding office desires to run for a different office than that which the member holds, at the next election, the member must resign and vacate their present office immediately upon filing for a different office and his resignation shall be effective on the date of such resignation.~~ For the purposes of this provision there shall be only two offices: the office of the mayor and the office of the councilmember.

VACANCIES

Section 26. A vacancy in the council of the City of Killeen, except the office of Mayor, shall be filled by a majority vote of the remaining members of the council, by the selecting of a person possessing all the qualifications prescribed by Section 23 of

this Article, and who shall be a bona fide resident of the district in which the vacancy occurs; unless the vacancy in office is that of a councilmember at large, in which case the person selected to fill the vacancy shall be a bona fide resident of the City of Killeen without regard to the district in which he resides. However, if the ~~remaining members of the council are unable to appoint members due to a lack of quorum, vacancy occurs within 90 days before a regular municipal election, the vacancy is not required to be filled. Where more than one vacancy shall develop at any one time,~~ then a special election shall be called on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with the other requirements of law, ~~in order to fill those vacancies. and that occurs on or after the 30th day after the date the ordinance calling the election is adopted, and any vacancy shall be filled in the same manner as herein provided for general election.~~ If the Mayor protem succeeds to the office of Mayor under the provisions of Section 25 of this Article, then ~~his~~ the office of ~~that~~ councilmember shall be considered vacant within the meaning of this Section.

MUNICIPAL ELECTIONS

Section 93. The regular election for the choice of members of the council as provided in Section 22 of Article III of this Charter, shall be held ~~each every odd-numbered~~ year on ~~an~~ the authorized November uniform Election Date provided for in the Texas Election Code. The council may, by resolution, order a special election on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with other requirements of law as may be authorized by law. The Council shall set the date of all other elections in accordance with applicable provisions of the Election Code, Local Government Code, Constitution and other general laws of the State of Texas.

FILING, EXAMINATION AND CERTIFICATION OF PETITIONS

Section 103. All petition papers comprising an initiative or referendum petition shall be assembled and filed with the city clerk as one instrument. Within ~~ten~~ thirty days after the petition is filed, the city clerk shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition is signed by a sufficient number of qualified electors. The city clerk shall declare any petition paper entirely invalid which does not have attached thereto an affidavit signed by the circulator thereof. If a petition paper is found to be signed by more persons

than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. If a petition paper is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After completing ~~his~~the examination of the petition, the city clerk shall certify the result thereof to the council at its regular meeting. If ~~he~~the city clerk shall certify that the petition is insufficient, ~~he~~the city clerk shall set forth in ~~his~~the certification the particulars in which it is defective and shall at once notify the committee of the petitioners of ~~his~~the findings.

AMENDMENT OF PETITIONS

Section 104. An initiative or referendum petition may be amended at any time within ~~ten~~thirty days after the notification of insufficiency has been sent by the city clerk, by filing a supplementary petition upon additional papers and filed as provided in case of an original petition. The city clerk shall, within five days after such an amendment is filed, make examination of the amended petition and, if the petition is still insufficient, ~~he shall~~ file ~~his~~a certificate to that effect in ~~his~~the city clerk's office and notify the committee of petitioners of ~~his~~the findings and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

CONSIDERATION BY COUNCIL

Section 106. Whenever the council receives a certified initiative or referendum petition from the city clerk, it shall proceed at once to consider such petition. A proposed initiative ordinance shall be read and provision shall be made for a public hearing upon the proposed ordinance. The council shall take final action on the ordinance not later than sixty days after the date on which such ordinance was submitted to the council by the city clerk. The council may adopt the ordinance but only if the ordinance is consistent with the laws of this state. A referred ordinance shall be reconsidered by the council and its final vote upon such reconsideration shall be upon the question, "Shall the ordinance specified in the referendum petition be repealed?"

SUBMISSION TO ELECTORS

Section 107. If the council shall fail to pass an ordinance proposed by the initiative petition, or shall pass it in a form different from that set forth in the petition thereof, or if the council fails to repeal a referred ordinance, the proposed or

referred ordinance shall be submitted to the electors on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with the other requirements of law. The council may, in its discretion, and if no regular election is to be held within such period shall, provide for a special election. Notwithstanding anything to the contrary, if the council makes the determination that an ordinance proposed by initiative petition is not consistent with the laws of this state, the proposed ordinance shall not be submitted to the electors.

RECALL: GENERAL

Section 111. Any member of the City Council, including the mayor, may be removed from office by recall on grounds of incompetency, official misconduct, or malfeasance in office.

RECALL PROCEDURE

Section 112. Any elector of the City of Killeen may make and file with the city clerk an affidavit containing the name or names of the officer or officers whose removal is sought and a statement of the grounds for removal specifying those ground(s) listed in Section 111 upon which such removal is sought with such certainty as to give the officer(s) sought to be removed notice of the charge. An affidavit for the removal of a district councilmember may only be filed by an elector who resides within the district in which the councilmember represents. An affidavit for the removal of the mayor or an at-large councilmember may be filed by any elector regardless of the district in which the elector resides.

By the close of business on the ~~first~~fifth business day following receipt of the affidavit, the clerk shall deliver to the elector making such affidavit copies of petition blanks demanding such removal. Such blanks when issued by the city clerk shall bear the signature of that officer and be addressed to the city council, and shall be numbered, dated, and indicate the name of the person to whom issued. The petition blanks when issued shall also indicate the number of such blanks issued and the name of the officer whose removal is sought. The city clerk shall enter in a record to be kept in ~~his~~the city clerk's office the name of the elector to whom the petition blanks were issued and the number issued to said person.

CALLING ELECTION ON
NOVEMBER 3, 2026

OR-26-014

August 4, 2026

Timeline

2

- ❑ **January 20:** City Council authorized the creation of the Charter Review Committee to provide recommendations for amendments to the City Charter.
- ❑ **February 2 – April 29:** Charter Review Committee met and made 11 recommendations.
- ❑ **June 2 – July 21:** City Council considered the recommendations and moved to present 8 proposed amendments to the electors.
- ❑ **July 28:** City Council approved proposed ballot language for the proposed amendments.
- ❑ **August 4:** Last regular meeting to call a November election.
- ❑ **August 17:** Deadline to call a November election.

Proposed Amendments

3

- ❑ Move regular elections to November during odd-numbered years.
- ❑ Repeal the resign-to-run provision.
- ❑ Fill all vacancies on council by appointment.
- ❑ Provide 20 additional days to the initiative & referendum timeline for staff and petitioner.
- ❑ Prohibit the adoption of initiated ordinances found inconsistent with state law.

Proposed Amendments

4

- ❑ Require a petitioner allege specific ground when seeking the recall of an elected official.
- ❑ Provide 4 additional days for the City Secretary to provide petition blanks in response to a recall affidavit.
- ❑ Require that an affidavit for the recall of a district councilmember be brought by an elector of that district.

Alternatives

5

- The City Council may:
 - ▣ Adopt the ordinance calling the November election on the proposed charter amendments; or
 - ▣ Not adopt the ordinance calling the November election.

Recommendation

6

- Based on Council's direction, Staff recommends that the City Council adopt the ordinance calling for the November election on the proposed charter amendments.



City of Killeen

Staff Report

File Number: OR-26-012

Consider an ordinance submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (**Case# Z26-10**) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas. (Requires 3/4 Majority Vote for Approval)

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z26-10: "B-3" to "B-3 W/CUP"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: First Assembly of God Inc.
Agent: Vincent Gerard & Associates
Current Zoning: "B-3" (Local Business District)
Proposed Zoning: "B-3 W/CUP" (Local Business District with Conditional Use Permit)
FLUM Designation: 'C' (Campus)
Growth Sector Designation: 'CG' (Controlled Growth)

Summary of Request:

The applicant is requesting approval of a Conditional Use Permit (CUP) to construct an approximately 85-foot tall monopole wireless telecommunications tower on property zoned "B-3" (Local Business District) at 7432 East Trimmier Road. The proposed facility is intended to improve wireless service coverage in the southeastern portion of Killeen. The tower is designed to accommodate multiple carriers and will include associated ground equipment.

Zoning/Plat Case History:

The property was annexed into the City of Killeen in 2004 through Ordinance No. 04-12 and subsequently zoned "A" (Agriculture District). In 2014, the property was rezoned to "B-3" (Local Business District) through Ordinance No. 14-094. The property is platted as Lot 1, Block 1,

McClurkan Addition.

Character of the Area:

North: Developed property (Christian Life Church) zoned "A-R1" (Agricultural Single-Family Residential District)
South: Developed commercial property (First Assembly of God Inc.) zoned "B-3" (Local Business District)
East: Developed residential property zoned "R-1" (Single-Family Residential District)
West: Undeveloped property zoned "A-R1" (Agricultural Single-Family Residential District)

Future Land Use Map Analysis:

The property is located within the 'Controlled Growth' (Growth Sector) area on the Growth Sector Map and designated as 'Campus' (Place Type) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

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. Development proposed in this sector will be 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 'Campus' place type is characterized by large-scale institutional developments and the associated amenities and services that support them. Examples include Texas A&M University-Central Texas, Killeen Independent School District facilities, and large church campuses. These areas function as regional destinations due to their institutional presence and service offerings. While development within this place type is primarily institutional in nature, supporting residential uses may also be appropriate. This place type encourages a development mix of up to one hundred percent (100%) nonresidential uses and up to twenty-five percent (25%) residential uses.

The request is consistent with the following Big Ideas of the 2040 Comprehensive Plan:

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

The comprehensive plan calls for managing the 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 notes that there is a need for other types of utilities, such as wireless services. So, staff finds that the proposed communication tower may provide the community with better or more reliable phone services in the vicinity.

Development Zone Analysis:

This property is located within the City of Killeen Development Zone #8, which is generally situated south of Stagecoach Road, east of State Highway 195, and west of East Trimmer Road. This

development zone consists of approximately 60.33% residential uses and 39.67% commercial uses. Overall, the current land use mix in the surrounding area includes approximately 463.61 acres (13.19%) of Special Districts, 1,657.65 acres (47.14%) of Residential, no Industrial acreage (0.00%), 191.31 acres (5.44%) of Commercial, and 1,203.59 acres (34.23%) of Agricultural uses, for a total of approximately 3,516.15 acres. In addition, vacant land accounts for approximately 1,631.73 acres, or 46.41% of the area.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

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

Note: This zoning change request does not cover the entire parcel.

Water services are available for the tract via an existing 6" water distribution main located on the west side of East Trimmier Road.

Wastewater services are available for the tract via an existing 6" wastewater main located on the west side of East Trimmier Road.

No existing storm sewer infrastructure is adjacent to the tract.

Transportation and Thoroughfare Plan:

Access for the tract is via East Trimmier Road, which is an 85-foot-wide right-of-way and is classified as a Proposed Minor Arterial in the currently adopted Comprehensive Plan.

No appreciable increase in traffic is expected to be generated as a result of this zoning classification change.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site.

Environmental Assessment:

The tract is in the Stillhouse Hollow Lake / Lampasas River Watershed. The tract is located in Zone X Unshaded (0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0290E with effective date September 26, 2008.

The tract is not impacted by freshwater ponds, freshwater forested/shrub wetlands, freshwater emergent wetlands, or riverine habitats as shown on the National Wetlands Inventory maps for the properties. No visual evidence of other environmental impediments is apparent on the tract at this time.

Public Notification:

Staff notified property owners of forty-four (44) surrounding properties regarding this request.

As of the date of this staff report, twelve (12) responses have been received regarding this request. Of the responses received, five (5) are from property owners located within the 200-foot notification buffer and seven (7) are from property owners located within the 400-foot notification buffer.

Staff Findings:

Staff finds that the proposed zoning is compatible with existing land use and is consistent with the Future Land Use Map and Killeen 2040 Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives:

- Disapprove the applicant's CUP request;
- Approve the CUP with conditions; or
- Approve the applicant's CUP request as recommended by the Planning & Zoning Commission.

Which alternative is recommended? Why?

Staff recommends approval of the request for a Conditional Use Permit (CUP) with the following conditions:

1. The project will substantially comply with the Site Plan.
2. The project will comply with requirements for collocation, screening, lighting, and site development per Sec. 31-604, 31-606, and 31-609 prior to issuance of Certificate of Occupancy.
3. Parking areas and drive aisles will be constructed with an all-weather surface (asphalt or concrete) per Sec. 31-487.
4. The site design shall maximize use of existing trees and vegetation, and landscape screening shall be installed and maintained per Sec. 31-609 (a) (6).
5. The applicant shall construct a public sidewalk along the street frontage to connect the existing sidewalks.
6. Permits shall expire if not constructed within six (6) months, not put into use within one hundred twenty (120) days after construction, or

discontinued for more than six (6) consecutive months, unless extended per Sec. 31-610.

7. The permittee shall notify the director of changes in ownership or operation of the tower within thirty (30) days.

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. Public infrastructure serving the property is already in place and maintained by the City. These maintenance costs will continue throughout the life of the development.

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:

Pursuant to Sec. 31-603(b) of the Killeen Code of Ordinances, approval of a Conditional Use Permit for a wireless telecommunications tower requires a three-fourths (3/4) majority vote of the City Council. Accordingly, approval of this request will require a minimum of six (6) affirmative votes from the seven-member City Council.

Staff recommends approval of the applicant's request for a Conditional Use Permit (CUP) to allow the installation of a wireless telecommunications tower on property zoned "B-3" (Local Business District), subject to the aforementioned conditions.

At their regular meeting on May 11, 2-26, the Planning and Zoning Commission

recommended approval of the applicant's request as recommended by staff with an additional condition that the tower is camouflaged with a tree design by a vote of 5 to 2, with Commissioner Sabree and Commissioner Moss in opposition.

Commissioner Sabree stated that she was opposed because the adverse effects caused by proximity of residing by a wireless telecommunication tower are not known and the citizens present stated there was no issue with their current coverage.

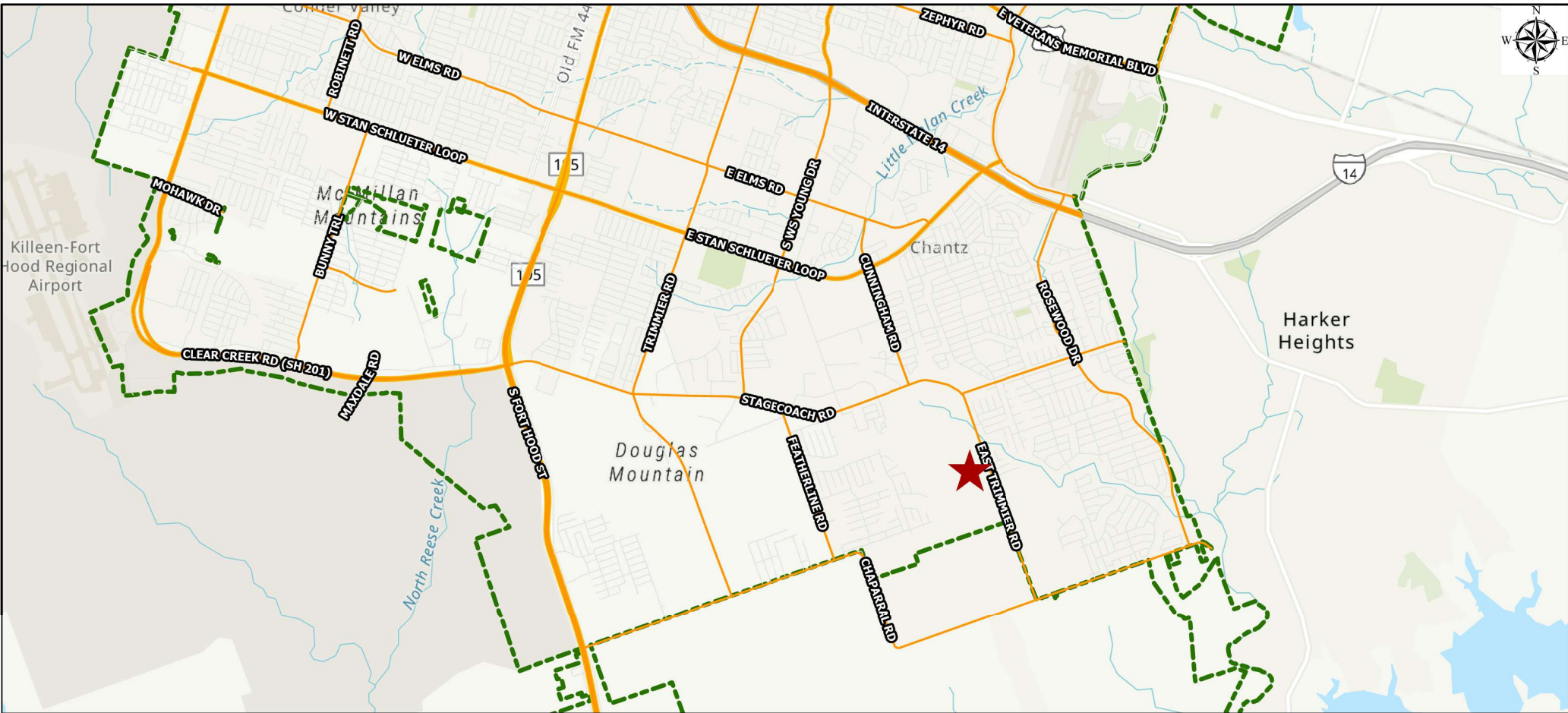
Commissioner Moss also stated he was in opposition because the citizens stated that they had no issue with their current coverage and he would like to see information depicting that the surrounding antennas are at capacity.

DEPARTMENTAL CLEARANCES:

Planning
Legal

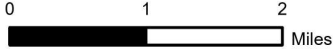
ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Site Plans
Responses
Presentation



LOCATION MAP

Council District: 2



Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2

Zoning Case 2026-10
B-3 TO B-3 W/CUP

Legend

- Major Roads
- City Limit
- Zoning Case Location

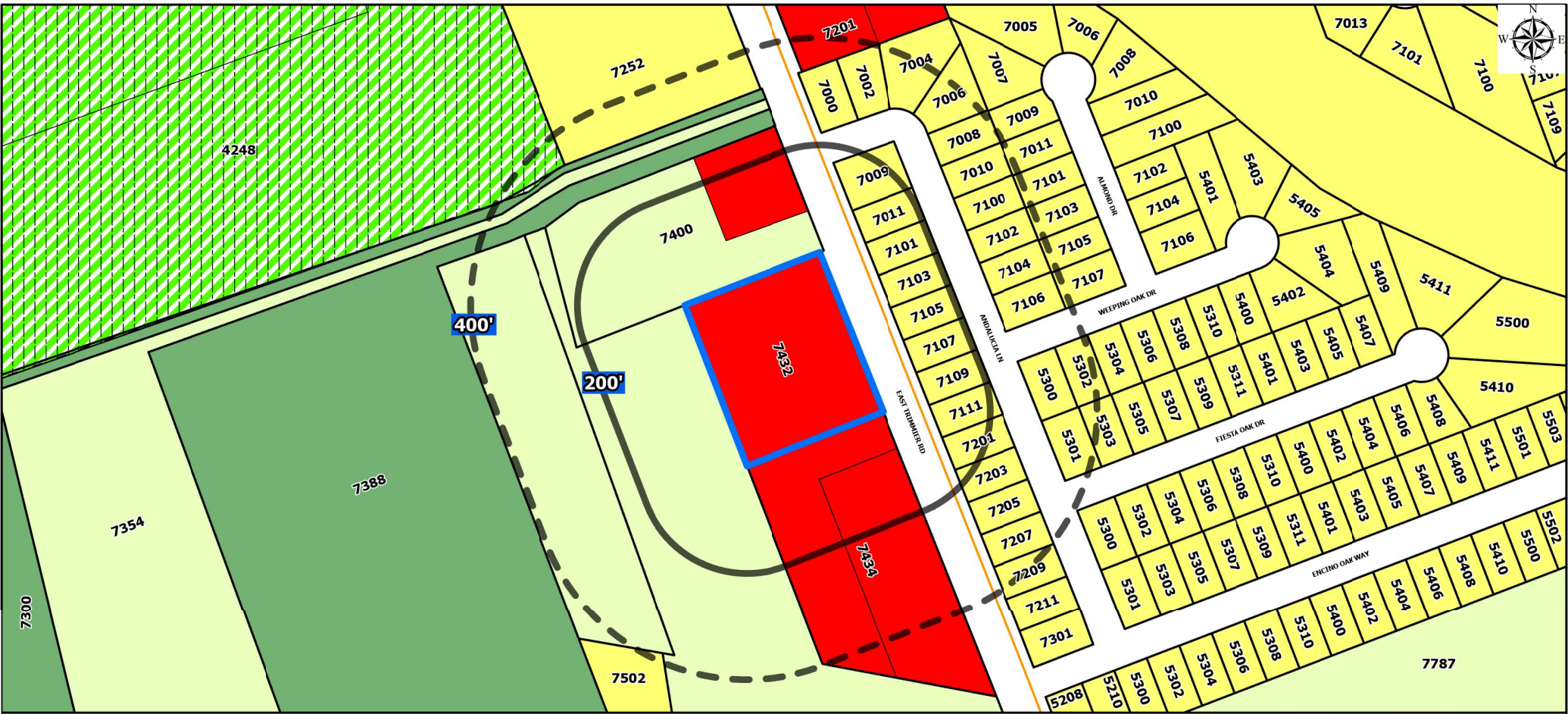


AERIAL MAP
Council District: 2
0 200 400
Feet

Zoning Case 2026-10
B-3 TO B-3 W/CUP

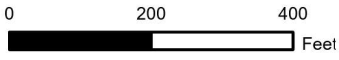
Legend
 Zoning Case

Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2



NOTIFICATION MAP

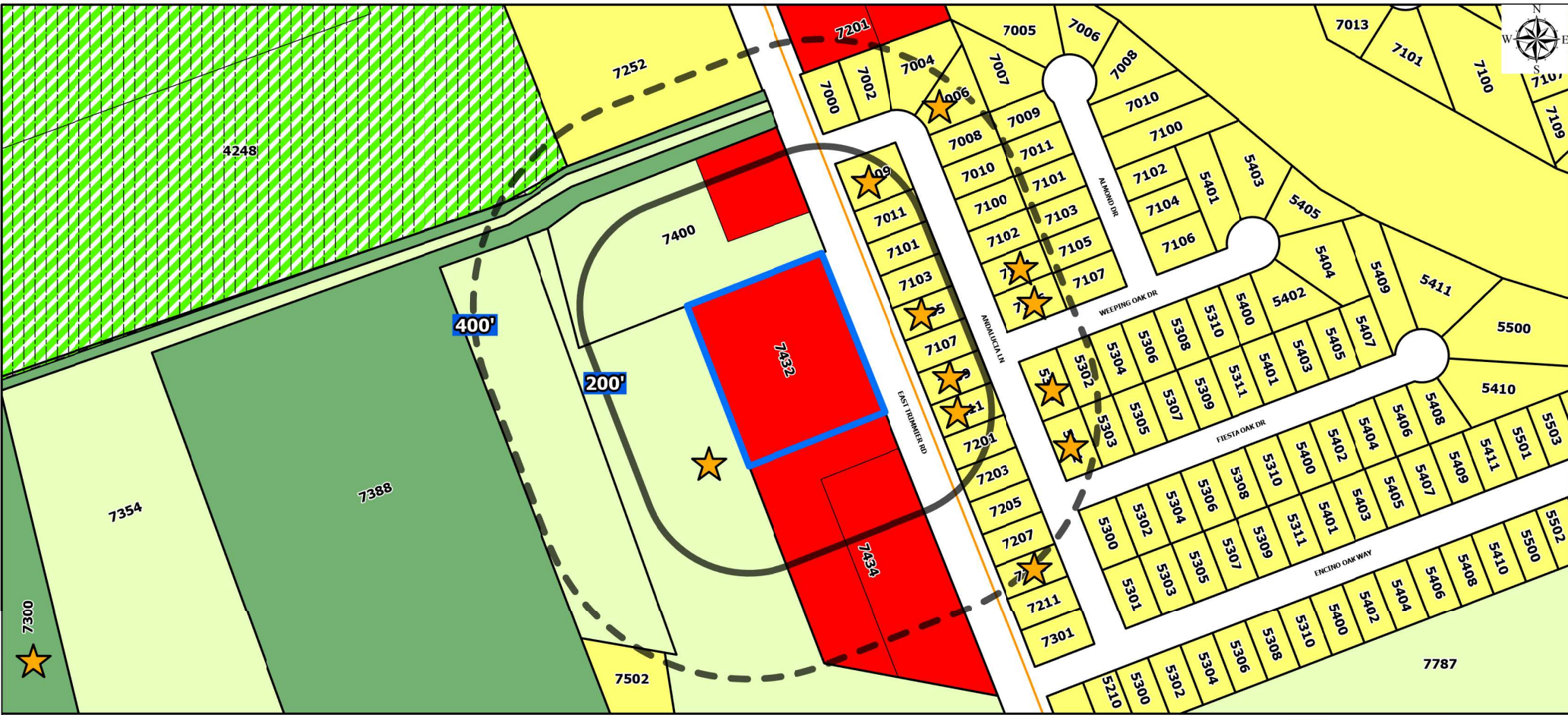
Council District: 2



Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2

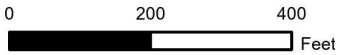
Zoning Case 2026-10
B-3 TO B-3 W/CUP

- Legend
- A
 - A-R1
 - B-3
 - PUD
 - R-1
 - City Limit
 - Zoning Case



RESPONSE MAP

Council District: 2



Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2

Zoning Case 2026-10 **B-3 TO B-3 W/CUP**

Area in Opposition (141,500.10 SqFt) ÷ 200' Buffer Area (362,827.21 SqFt) = 38.99%

A

A-R1

B-3

B-3 W/CUP

R-1

PUD

City Limit

Zoning Case

Opposed

SITE PHOTOS

Case #Z26-10: "B-3" to "B-3 w/CUP"



View of the subject property from East Trimmier Road:



View looking toward the rear of the subject property:



SITE PHOTOS

Case #Z26-10: "B-3" to "B-3 w/CUP"



View looking south toward Chaparral Road from the subject property:



View looking north toward Stagecoach Road from the subject property:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
MAY 11, 2026
CASE # Z26-10
“B-3” to “B-3 W/CUP”

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (**Case# Z26-10**) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned “B-3” (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

Vincent Huebinger with Vincent and Gerard & Associates was present to represent the case. Mr. Huebinger explained that the purpose of this wireless telecommunication tower was to improve capacity and improve in-building coverage. Stated that there is currently coverage in the area, but the focus of the tower is to improve coverage northeast of the subject property. The subject property was the only available site that would meet the commercial zoning requirements, while increasing the coverage for the target neighborhood.

Mr. Huebinger mentioned the RF (radiofrequency) exposure and why the tower should not cause concern regarding adverse health effects to citizens nearby.

Commissioner Moss asked the applicant if there was information available depicting the requests for service in that area or any complaints. Mr. Huebinger stated that the carrier would have that information at their network operations center. He further explained how the network providers would determine whether a new wireless tower would be required.

Commissioner Moss inquired if this was the only site that this proposed project could be located at. Mr. Huebinger stated that this was the only property that was appropriately zoned in the area that required coverage.

Chairman Purifoy stated that from the responses submitted, citizens expressed health concerns and fall risks of the tower. Mr. Huebinger described how the fall zone depicted on the site plan and the engineering of the plans will ensure safety of the surrounding neighborhoods.

Commissioner Jones asked if the development of this wireless telecommunication tower caused the property values to go down. Mr. Huebinger clarified that there is no decrease in property values due to proximity to wireless telecommunication towers. Mr. Huebinger also stated that Verizon has released studies stating that depict an increase in property value in nearby homes that have better coverage.

There was a discussion of the collocation, and how the other network carriers would be able to use the proposed wireless telecommunication tower.

There was also a discussion about how this proposed tower would improve coverage in the area.

There was also a discussion about the input of Watts and radiofrequency and concerns of negative effects to health or medical devices.

Chairman Purifoy opened the public hearing at 5:07 p.m.

Mr. Steven Jones spoke in opposition to the request. He stated that in residential neighborhoods, citizens will be using either fiber optics or Wi-Fi, so there is no need for these developments. Mr. Jones expressed concerns regarding children's safety and health issues. He also said that he currently has no coverage issues within his home.

There was a discussion about the possible location of a nearby wireless telecommunication tower.

Mr. Ed DiPrete spoke in opposition to this request. He stated that he would not have chosen his current home if there had been a wireless telecommunication tower at the proposed subject property at the time of purchase. He expressed concerns about a decrease in the property value of his home and safety. Mr. DiPrete stated that he had no coverage issues within his home.

Mr. Ricky Reyes spoke in opposition to the request. He expressed concerns about the decrease in property values and increased density caused by new developments.

Mr. Cecil Adams spoke in support of this request. He explained that he was the pastor of church adjacent to the subject property, who are the ones submitting this request for consideration. Mr. Adams stated that the reason the tower will be located on the subject property is due to future residential development in the area. Mr. Adams said that he has experienced issues with coverage, while streaming for his church services.

Mr. Donald Smith spoke in support of this request. Mr. Smith stated that he was a member of the same church as Mr. Adams and that when the board of the church voted on approving moving forward with this project, it was unanimous approval.

The Commission called the applicant, Mr. Huebinger, back to the podium.

Commissioner Moss asked the applicant if it was possible for any of the pre-existing surrounding towers to be boosted, to improve the coverage in the target area. Mr. Huebinger stated that it is possible to add antennas to the towers to improve coverage, but the max is nine (9) and the surrounding towers have already been boosted to capacity.

There was a discussion about whether the applicant would be willing to camouflage the tower to look like a tree.

Mr. Huebinger addressed some of the comments made by the citizens.

There was a discussion about whether the cellphone tower would depreciate the property values of the surrounding neighborhood.

With no one wishing to speak, the public hearing was closed at 5:30 p.m.

Commissioner Cooper moved to recommend approval of the request as recommended by staff with a condition that the tower is camouflaged with a pine tree design. Commissioner Jones seconded, and the motion passed by a vote of 5 to 2, with Commissioner Moss and Commissioner Sabree in opposition.

Commissioner Sabree stated that she was opposed because the adverse effects caused by the proximity of residing by a wireless telecommunication tower are not known and the citizens present stated there was no issue with their current coverage.

Commissioner Moss also stated he was in opposition because the citizens stated that they had no issue with their current coverage and he would like to see information depicting that the surrounding antennas are at capacity.

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 2.0 ACRES BEING LOT 1, BLOCK 1, MCCLURKAN ADDITION FROM “B-3” (LOCAL BUSINESS DISTRICT) TO “B-3” (LOCAL BUSINESS DISTRICT) W/CONDITIONAL USE PERMIT; 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, Vincent Gerard & Associates, on behalf of behalf of First Assembly of God Inc., presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition, locally addressed as 7432 East Trimmier Road, from “B-3” (Local Business District) to “B-3” (Local Business District) with a Conditional Use Permit (CUP) for the installation of a wireless telecommunication tower with conditions as follows:

1. Construction shall substantially comply with the corresponding site plan.
2. The proposed telecommunications tower shall comply with the collocation requirements of Sec. 31-604, screening requirements of Sec. 31-606, and lighting and site development requirements of Sec. 31-609, prior to the issuance of a certificate of occupancy or final inspection approval.
3. Any drive aisles and maneuvering areas shall consist of an all-weather surface (asphalt or concrete) and provide access to a public street per Sec. 31.487.
4. That the tower shall be designed and placed on the site in a manner that takes maximum advantage of existing trees, mature vegetation, and structures to (a) disguise as much of the tower as possible from public view, (b) use site features as a background so that the new tower blends into the background with increased sight distances, and (c) to the degree technically feasible, locate the tower on a portion of the site that is effectively isolated from view of residential areas by structures or terrain features unless the tower and facility

are integrated or act as an architectural element of the structure such as a flag pole or parking lot light or are effectively screened through installed landscaping or other acceptable screening. Landscape screening shall be installed and maintained in accordance with Sec. 31-609 (a)(6), including:

- A row of shade trees a minimum of one inch (1") diameter shall be planted around the screening device with a maximum spacing of twenty-five feet;
- A continuous hedge of one-gallon sized (minimal) evergreen ground cover shall be planted along the screening device;
- All landscaping shall be drought-resistant or irrigated and properly maintained to ensure good health and viability;

5. Applicant must construct a public sidewalk connecting to the existing sidewalks
6. In accordance with Sec. 31-610, any city permit, including the special use permit, shall become null and void if the permitted tower and communication facility is not constructed within six (6) months of the date of issuance, provided that the special use permit may be extended one time for six (6) months if foundation inspection has been completed before the expiration of the initial six months. Any city permit, including a special use permit, for a tower shall expire, and the applicant must remove the tower if it is not put into use within one hundred twenty (120) days after construction or if use is discontinued for a period in excess of six (6) consecutive calendar months. If the tower is not removed, the city may cause the tower and accessory buildings and equipment to be removed, and all expenses of removal shall be paid by the owner of the land where the tower is located.
7. The applicant/permittee shall notify the director of all changes in ownership or operation of the tower within thirty (30) days of the change.

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on May 11, 2026, duly recommended approval of the application for amendment subject to an additional condition requiring the tower to be camouflaged as a tree;

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 3:00 P.M., on June 16, 2026, 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 approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition, locally addressed as 7432 East Trimmier Road, from "B-3" (Local Business District) to "B-3" (Local Business District) with a Conditional Use Permit (CUP) for the installation of a wireless telecommunication tower with conditions.

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 4th day of August 2026, 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:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #26-10

Ord. #26-____



VINCENT GERARD & ASSOCIATES, INC.

Mr. Wallis Meshier
Planning & Development
Killeen Texas

March 27, 2006

Summary Letter for Vertical Bridge Verizon Mobility Wireless Communications Site. 7432 E Trimmier Road Killeen Texas 76542

After a request from Verizon Mobility and a search of all properties within a 1/4-mile search ring study, we believe we have found an excellent location and solution for a wireless site in the Southeastern Portion of Killeen Texas for best coverage in this immediate area. This site will provide necessary coverage to the homes, in home businesses, and new neighborhoods for wireless customers in and around the area along Trimmier Road and East Stagecoach Road, within the high residential development area of Killeen. This site will accommodate all the major carriers at 85' with a 10' lightening rod. (TOS 95') Verizon radio frequency engineers are having some "in building coverages" issues in the immediate area of this location. Their customers are also having "Capacity" issues with their site to the west and north in Killeen. The combination of a new home development and existing homesites for local communications that now include larger attachments, videos, pictures and general applications have slowed down the RF power for existing sites. These sites are discussed below and need to offload this RF and data traffic to this proposed current site. Their goal is to have 5G quick speed data and continue their best in building coverage throughout Southeastern Killeen. If this capacity issue is not alleviated, customers will start receiving long wait times in the queue and will eventually start dropping calls due to capacity overload on their existing infrastructure. No other vertical options were available for co-locations.

Master Inventory of existing sites with Verizon Equipment within 5 miles

Towers #1, # 2 & 3 are shown on the below capacity map.

Approval Process

Verizon has requested an 85' monopole height, which will allow Vertical Bridge to market to the other two big carriers, T-Mobile and AT&T wireless. A monopole design is the least obtrusive structure in our industry. By code Division 6 Tower Regulations, wireless use is allowed by a Conditional Use Permit in this B-3 Commercial Zone.



Zoning Map

Capacity Explained Verizon Sites (*Proprietary*)

Surrounding Sites Triggering Capacity

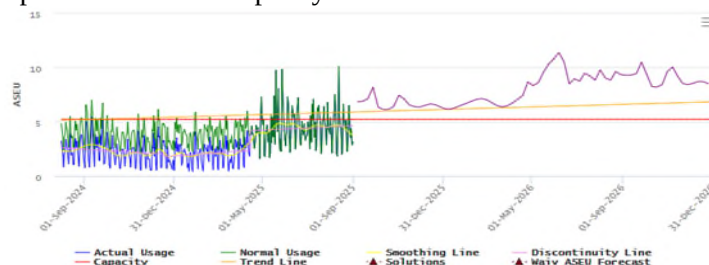
Note;
All
Verizon
Sites
Shown
operating
Over
capacity



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3

Capacity issues are becoming a difficult situation with the increased use of Smart phones and multiple applications and alerts customers are using. Verizon has provided a map of existing sites with capacity issues, shown in red for the site to the west and north sectors. The carrier has added additional antenna to the existing structure and the antenna array is completely full. These modifications occur over the course of years of operations. The exhibit above shows an antenna sector operating above the normal capacity and those sites shown in a red line will need to be offloaded. Once the situation looks like this antenna sectors for Verizon, the RF engineering team issues a new search ring for the area of concern to download the major increase of activity and data on that site. That is the case for this proposed site location. The bar graph below is an example of the current capacity issues.



Fall Zone

Monopoles at 85' in height typically have a fall zone designed by the manufacturer in case of catastrophe. The monopole will not fall like a tree, rather implode onto itself in a designated weak point on the pole. For this site, the fall zones for an 85' monopoles is typically 30-40' from the base of the structure. This allows surrounding land use and property owners the benefit of full use of their property in case of a major ice storm and wind damage the structure.

Residential Setbacks & Inspection trips.

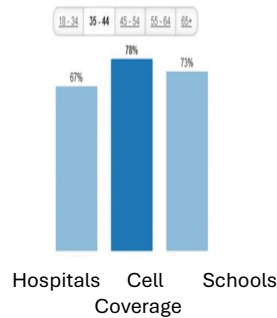
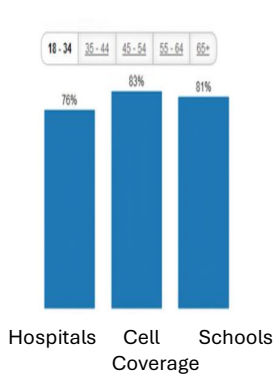
The closest residential lots are 260' to the east across E Trimmier Road. This is over 3x the height of the monopole. The unmanned site will be accessed 1x per month by maintenance workers by pickup truck or SUV for inspections. A waiver is necessary for any landscaping on all sides of the site, considering that the site is located amongst a heavy live oak tree cover. The current tract of land is being used as a parsonage and missionary house for the church.

Value of Surrounding Property, Use and enjoyment of surrounding landowners.

There has not been any substantial evidence on decreased values use and enjoyment of adjoining properties. Recent studies show an actual preference of home buyers for great or good coverages over schools and hospitals nearby. Root Metrics and Morning Consult has prepared a study based on surveys of homebuyers on what were the most important items in their purchase of a specific property. Age difference varies, and among the older folks the hospitals increase in concern. Below are the bar graphs from Root Metrics studies and Morning Consult. We have also included a value study from an MAI Appraiser in Tennessee for backup information which concludes no decreased values on adjoining properties around wireless communication Tower sites.

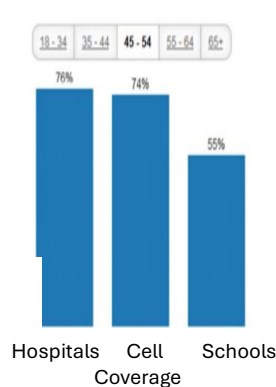
The Surprising Thing Home Buyers Care About More than Schools

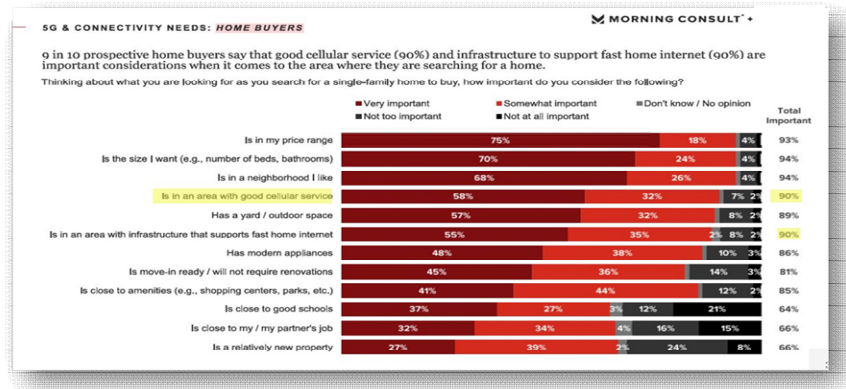
(RootMetrics/Money, June 2, 2015)



The Surprising Thing Home Buyers Care About More than Schools

(RootMetrics/Money, June 2, 2015)





Necessity of the Specific Use Permit for Public Safety & Welfare.

The carrier's data shows that over 90% of 911 calls come from mobile phones. This site will increase the capacity for 911, adding reliable speed and connection to the 911 dispatchers.

Nature of the site, Available Vertical Infrastructure, Zoning and Candidate Options

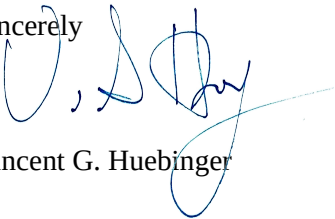
The tower owner Vertical Bridge and Primary carrier Verizon Mobility have explored every available option for existing infrastructure such as the existing towers, water tanks and rooftops. No other options were available for co-location. This leads us to a new site build. It will be a standard monopole, and the equipment will be outdoor cabinets, backup battery and backup generators for emergency power loss only. The monopole and equipment are shown on the zoning drawings and site plan filed with this SUP application.

Tower Owner Responsibilities

Vertical Bridge will maintain the site in good condition and actively pursue additional carriers on this site. They have provided a letter in this application.

If there are any questions concerning the summary, zoning site plan and supplemental information please contact us or Jody Kriloff, Vertical Bridge.

Sincerely



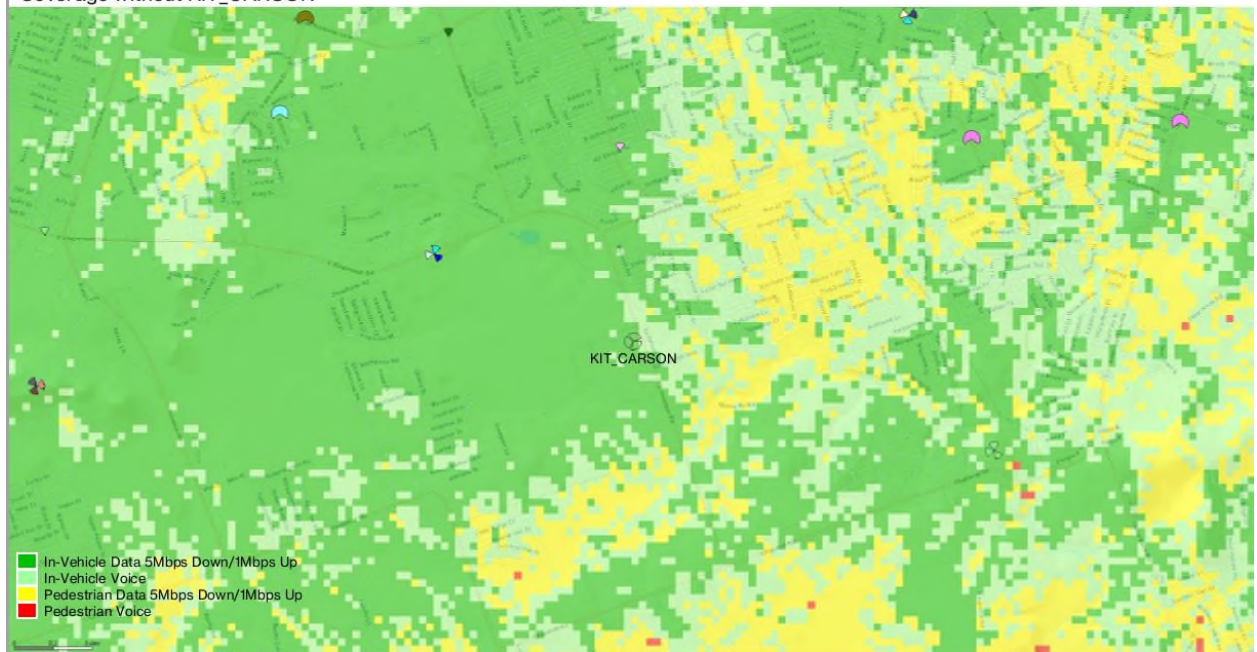
Vincent G. Huebinger

Aerial Exhibit – Closest Tower Pinnacle (“Verizon is Using”)



RF Maps- “Before”

Coverage without KIT_CARSON



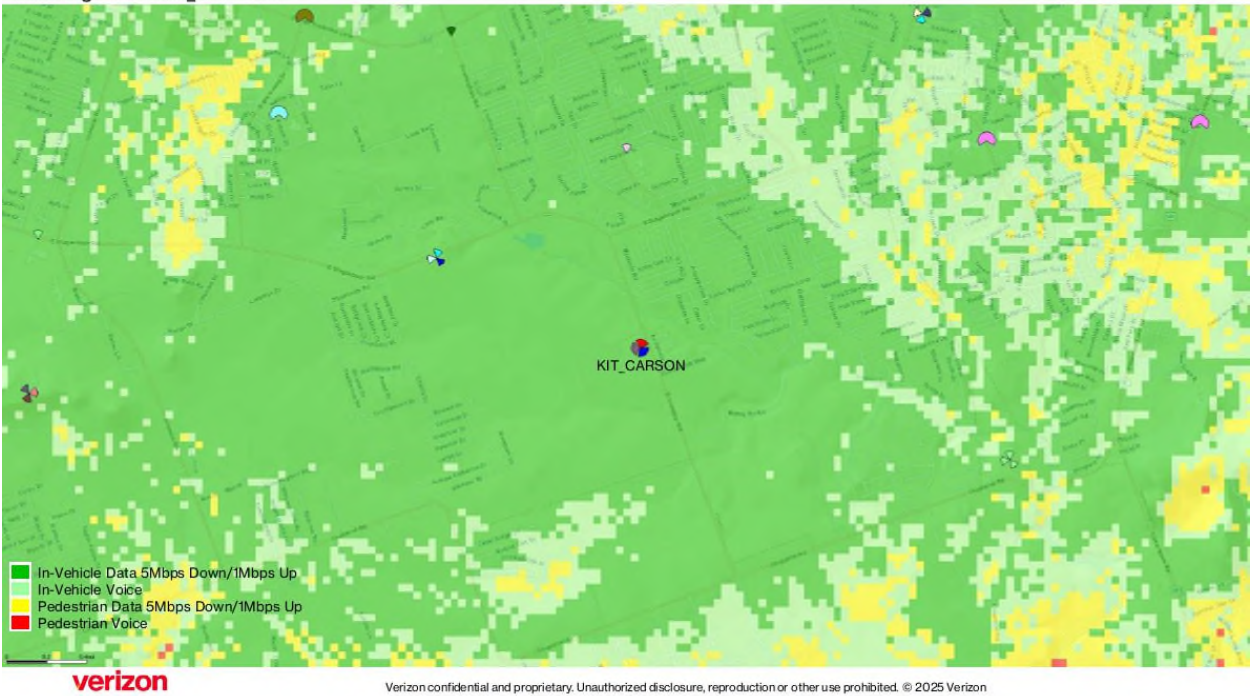
verizon

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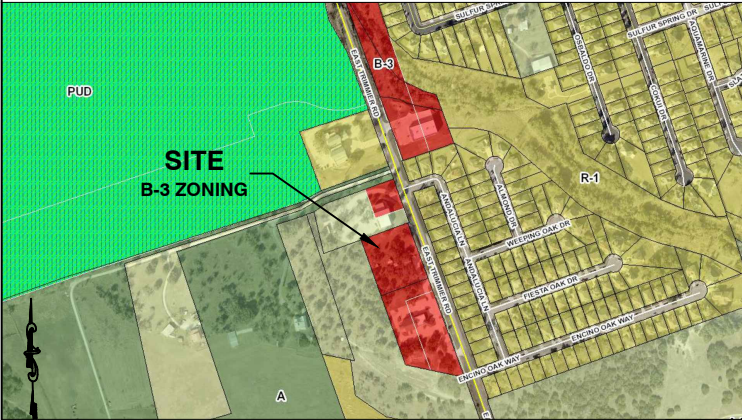
5

RF Maps –“On Air”

Coverage with KIT_CARSON



ZONING MAP:



AERIAL MAP:



CONDITIONAL USE PLAN

PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY WITH 85' MONOPOLE AND EQUIPMENT

PROJECT INFORMATION:

TOWER OWNER

VERTICAL BRIDGE
750 PARK OF COMMERCE DRIVE,
BOCA RATON, FL 33487
CONTACT: JODY KRIOFF
EMAIL: JODY.KRIOFF@VERTICALBRIDGE.COM
PH: 512-586-3229

APPLICANT

VINCENT GERARD & ASSOCIATES
5524 BEE CAVES ROAD #K4,
AUSTIN, TX 78746
CONTACT: VINCE HUEBINGER
PHONE: 512.328.2693

ZONING

B-3 LOCAL BUSINESS
DISTRICT

SITE LOCATION

LAT. 31° 02' 44.0" N
LONG. 97° 41' 56.8" W

PROJECT TYPE

NEW 85' MONOPOLE
UNMANNED TELECOMMUNICATION
FACILITY, CONSISTING OF FUTURE
EQUIPMENT PLATFORMS, SHELTERS,
DIRECTIONAL AND GPS ANTENNAS

UTILITIES

ELECTRIC PROVIDER
TXU ENERGY RETAIL COMPANY

PERMITTING

COUNTY: BELL COUNTY
JURISDICTION: CITY OF KILLEEN
BUILDING CODE: 2014 IBC
EXISTING USE: RURAL/VACANT
PROPOSED USE: TELECOMMUNICATIONS FACILITY

LEGAL DESCRIPTION

ALAMO LAND & SUGAR CO W165°N987.59'
LOT 9 BLK 51 EXC W115°N463.09' 2.518AC
GR 2.478AC NET

PRIMARY CARRIER

VERIZON WIRELESS
CONTACT: TIM CALETKA
6696 TRI COUNTY PKWY #100,
SCHERTZ, TX 78154
210-834-1664

ONE-CALL TEXAS

CONTRACTOR TO CALL
BEFORE DIGGING
PHONE: 811 OR
1.800.545.6000

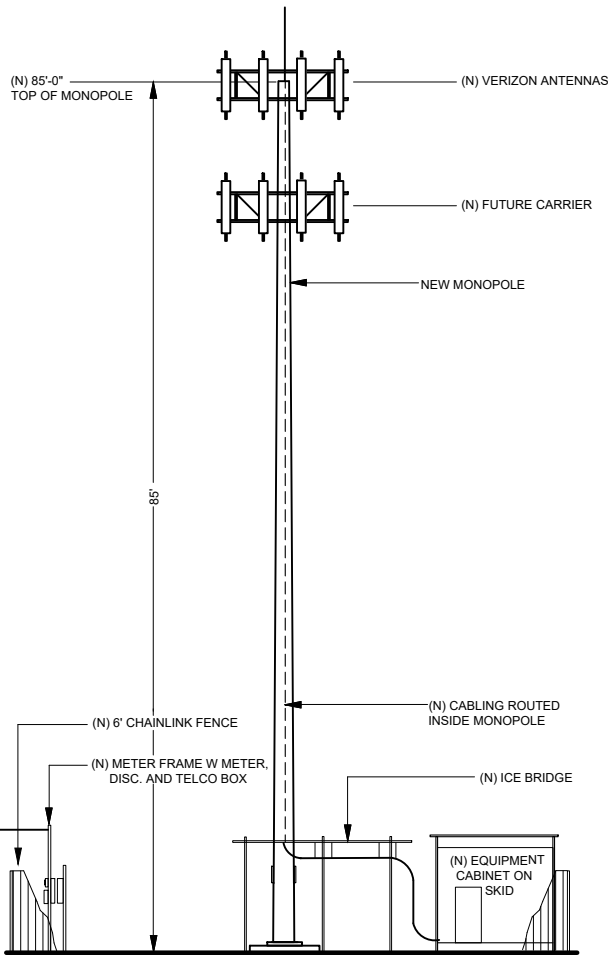
LANDOWNER

FIRST ASSEMBLY OF GOD INC
PO BOX 11299,
KILLEEN, TX 76547

ADDRESS

7430 E TRIMMER RD.,
KILLEEN, TX 76542
(911 ADDRESS)

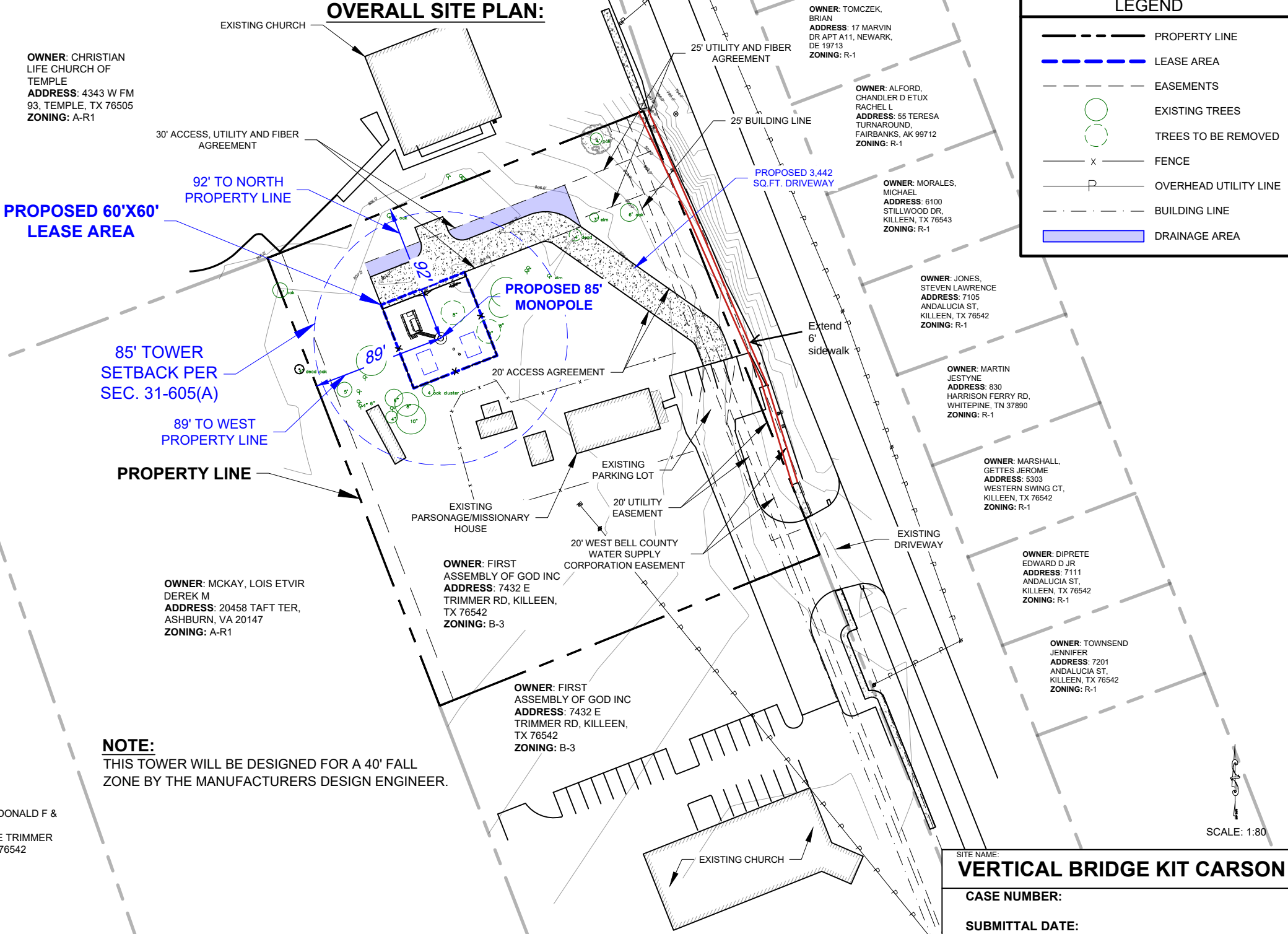
PROPOSED TOWER ELEVATION



NTS

NOTE: TYPICAL LEASE AREA, ACTUAL EQUIPMENT LOCATIONS MAY VARY.

OVERALL SITE PLAN:



LEGEND

- PROPERTY LINE
- LEASE AREA
- EASEMENTS
- EXISTING TREES
- TREES TO BE REMOVED
- FENCE
- OVERHEAD UTILITY LINE
- BUILDING LINE
- DRAINAGE AREA

NOTE:
THIS TOWER WILL BE DESIGNED FOR A 40' FALL
ZONE BY THE MANUFACTURERS DESIGN ENGINEER.

OWNER: SMITH, DONALD F &
SU K
ADDRESS: 7388 E TRIMMER
RD, KILLEEN, TX 76542
ZONING: A-R1

SITE NAME:
VERTICAL BRIDGE KIT CARSON

CASE NUMBER:

SUBMITTAL DATE:

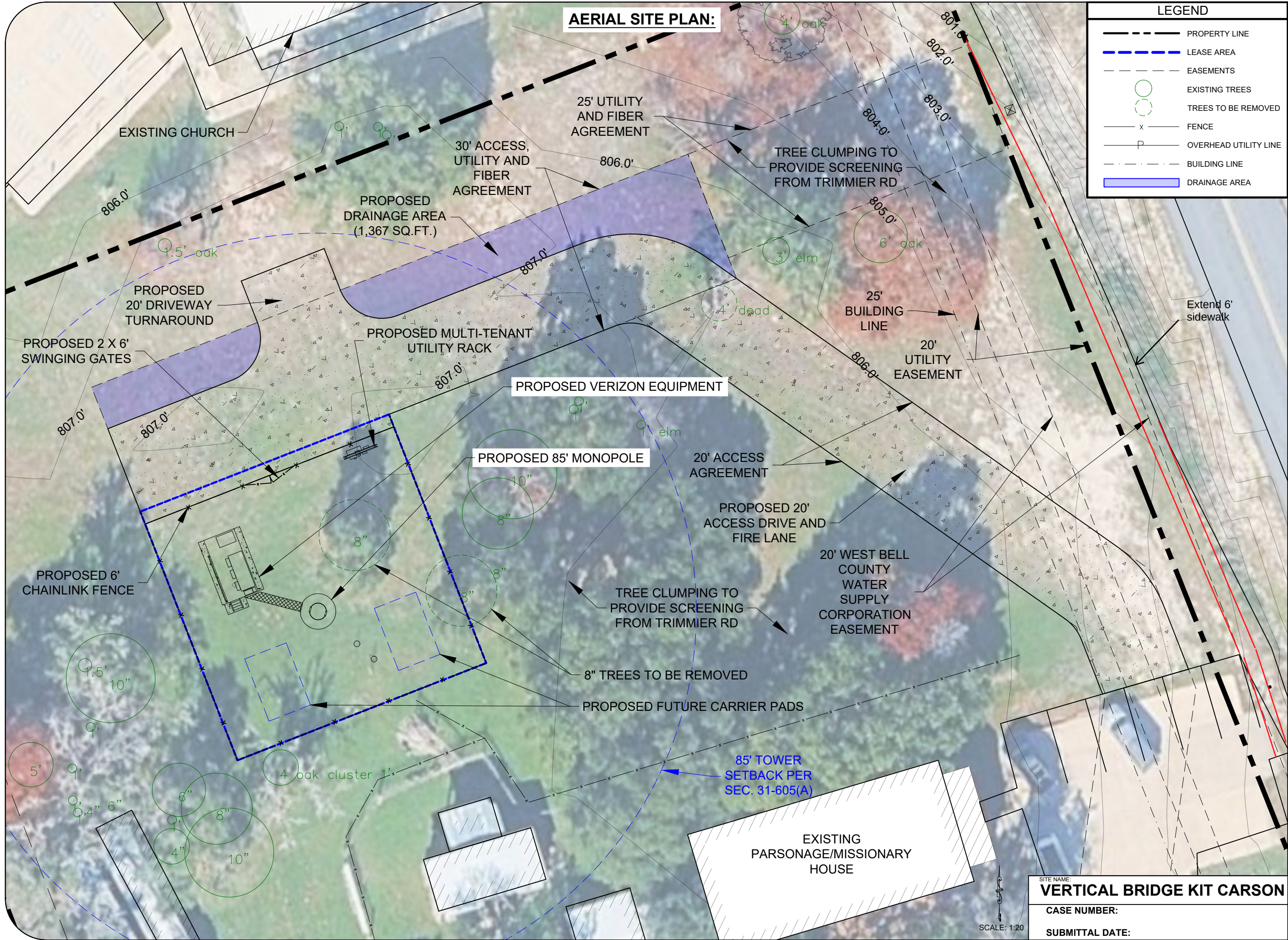
verticalbridge

VINCENT GERARD & ASSOCIATES
LAND PLANNING & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY S. 3746
AUSTIN, TEXAS 78746
(512) 328-2693 FAX: (512) 328-2691 vgerard@vga.net

SITE INFORMATION
7430 E TRIMMER RD.,
KILLEEN, TX 76542
(911 ADDRESS)

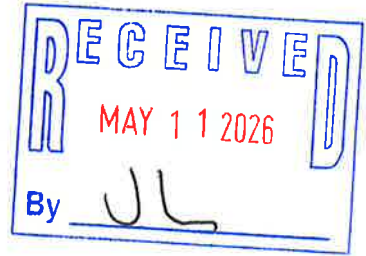
PROPERTY OWNER
FIRST ASSEMBLY OF GOD
INC
PO BOX 11299,
KILLEEN, TX 76547

TOWER OWNER
VERTICAL BRIDGE
750 PARK OF
COMMERCE DRIVE,
BOCA RATON, FL 33487





City of Killeen
Development Services|Planning



April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

Dear Property Owner:

The enclosed map shows the property to be rezoned, outlined by a solid blue line. The dashed circular line marks the 400-foot radius around the property. In accordance with Texas Local Government Code Sec. 211.007, we are required to provide written notice to the owner of all properties within two hundred (200) feet of the proposed change. Additionally, the City of Killeen provides written notice to the owner of all properties within four hundred (400) feet of the proposed change.

The City of Killeen Planning and Zoning Commission will review this request at their Workshop at 4:30 p.m. on May 11, 2026. Immediately following the Workshop, the Planning and Zoning Commission will hold a Public Hearing regarding this request during their Regular Meeting. The meetings will be held in the Utility Collections Conference Room, at Utility Collections, 210 W. Avenue C, Killeen, Texas.

You may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: **City of Killeen, Planning Division, 200 E. Avenue D, Suite 6, Killeen, Texas 76541**. To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of the property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than 12:00 p.m., May 11, 2026. After the Planning and Zoning meeting, this matter will be forwarded to the City Council Workshop (for review) on June 16, 2026 at 3:00 p.m., followed immediately by the City Council Meeting (for voting) in Council Chambers, at City Hall, 101 North College Street, Killeen, Texas, where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

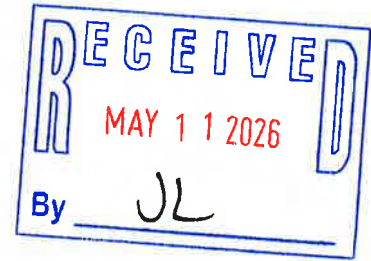
-----CUT HERE-----

YOUR NAME:	<i>Vincent Gerard</i>	PHONE NUMBER:	<i>254-462-2277</i>
CURRENT ADDRESS:	<i>1300 East Trimmier</i>		
ADDRESS OF PROPERTY OWNED:	<i>Killeen TX</i>		
COMMENTS:	<i>I don't give my permission for Installation of tower</i>		
SIGNATURE:	<i>[Signature]</i>		
		REQUEST: "B-3" to "B-3" w/CUP for Cell Tower	
		Z26-10/41	



City of Killeen

Development Services|Planning



April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

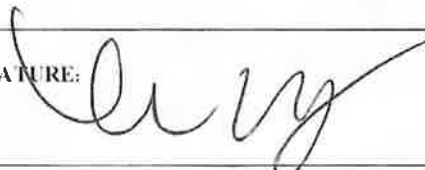
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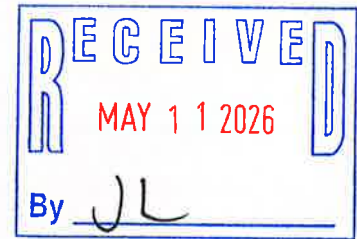
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-----CUT HERE-----

YOUR NAME:	LOIS mckay	PHONE NUMBER:	571 919 9822
CURRENT ADDRESS:	20458 Taft Ter, Ashburn, VA 20147		
ADDRESS OF PROPERTY OWNED:	# 451593, E. Trimmier Rd, Killeen, TX 76542		
COMMENTS:	see attached letter		
SIGNATURE:			
		REQUEST: "B-3" to "B-3"	
		w/CUP for Cell Tower	
		Z26-10/04	

Derek and Lois McKay
20458 Taft Terrace
Ashburn, VA 20147
Phone: 571-919-9822 or 571-919-7137
Email: expat.mckay@gmail.com



May 11, 2026

City of Killeen Planning Division
200 E. Avenue D, Suite 6
Killeen, Texas 76541

RE: Formal Written Protest Pursuant to Tex. Local Gov't Code § 211.0061 — Case No. Z26-10 | Conditional Use Permit for Wireless Telecommunication Tower at 7432 East Trimmier Road, Killeen, Texas

Dear Members of the Killeen Planning and Zoning Commission and City Council:

I. Standing and Authority to Protest

We are the owners of real property located within 200 feet of the subject property at 7432 East Trimmier Road, Killeen, Texas (Lot 1, Block 1, McClurkan Addition), which is the subject of Case No. Z26-10. Our property is identified in the Bell County Appraisal District records as Property ID No. 451593 (JD ALCORN #25). As qualifying property owners, We hereby submit this formal written protest pursuant to Texas Local Government Code § 211.0061 (as amended effective September 1, 2025, by H.B. 24, 89th Texas Legislature) against the issuance of a Conditional Use Permit (CUP) to allow installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District).

Pursuant to Tex. Local Gov't Code § 211.0061(b), a formal protest of a proposed change to a zoning regulation or district boundary must be written and signed by owners of at least 20% of the area of the lots or land covered by the proposed change, or at least 60% of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet therefrom. If such threshold is met, the proposed change must receive the affirmative vote of at least three-fourths (3/4) of all members of the governing body in order to take effect. We respectfully request that this protest be entered into the official record and that neighboring property owners within 200 feet be notified of their right to join this protest.

II. Grounds for Protest Under Texas Law

A. The CUP Is Incompatible with the Surrounding Area and Violates the Intent of the Zoning Code

Under Tex. Local Gov't Code § 211.001, the purpose of municipal zoning authority is to promote the public health, safety, morals, and general welfare, and to protect the character and stability of residential areas. The subject property is bordered by and directly across the street from a newly constructed residential neighborhood. Approving a CUP for a large commercial telecommunications tower in this location is fundamentally incompatible with the residential and mixed-use character of the immediate vicinity.

A Conditional Use Permit, as authorized under Texas zoning law and the City of Killeen's zoning ordinance, may only be granted where the proposed use is consistent with the general purpose and intent of the applicable zoning district and does not materially injure the use and enjoyment of other property in the immediate vicinity. The placement of an industrial-scale telecommunications tower in direct proximity to a residential neighborhood fails this standard and should be denied on that basis alone.

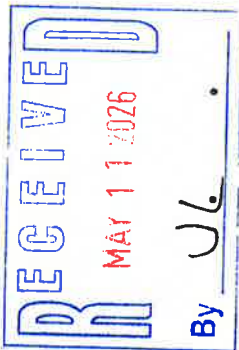
Furthermore, We are the owner of Property ID No. 451593 (JD ALCORN #25) and plan to pursue rezoning of our property to residential use in the future, consistent with the residential development already present and growing in the immediate area. Approval of this CUP would directly impair that planned rezoning, prejudice our property's highest and best use, and undermine the City's own interest in promoting orderly, compatible residential growth in this corridor. Specifically, the proximity of a commercial telecommunications tower to our property may render a future residential rezoning application difficult or impossible to approve, as the presence of such infrastructure is widely considered incompatible with residential land use standards and would undermine any finding that the area is suitable for residential development. The Commission should weigh the long-term land use trajectory of the surrounding area, not merely its current zoning designation, when evaluating the compatibility of this CUP.

B. Documented and Foreseeable Harm to Property Values

The Texas Constitution, Article I, Section 17, expressly prohibits the taking, damaging, or destruction of private property for public use without adequate compensation. While this protest does not constitute an eminent domain claim, it places the Commission on formal notice that approval of this CUP is reasonably certain to damage the value and enjoyment of nearby private property. Relevant findings include:

- Certified real estate appraisers and peer-reviewed research consistently document property value declines of 15–20% in close proximity to cell towers.
- The U.S. Department of Housing and Urban Development (HUD) officially classifies cell towers as a Hazard and Nuisance, requiring appraisers to make adjustments to assessed value.
- More than 90% of surveyed homebuyers report they would pay less for a property near a cell tower, severely limiting the marketability of affected properties.

A reduction in property values would also reduce the City's ad valorem tax base, harming the public interest as well as private landowners.



Should the City approve this CUP and property values decline by 25% or more, affected owners may have a cognizable claim under the Texas Private Real Property Rights Preservation Act, Tex. Gov't Code Chapter 2007, which waives sovereign immunity for governmental actions that result in such a devaluation. I raise this not as a threat but as a material risk the Commission should weigh in its deliberation.

C. Public Safety — Hazardous Materials and Structural Risk

Cell tower installations routinely store hazardous materials on-site, including lead-acid battery arrays and diesel fuel storage tanks exceeding 180 gallons, used for backup power. These materials pose risks of chemical leakage, groundwater contamination, fire, and toxic smoke in the event of equipment failure or natural disaster. Several Texas county fire departments have formally designated such sites as HAZMAT locations. Approving this CUP in close proximity to a residential neighborhood creates foreseeable public safety risks inconsistent with the City's duty to promote the health and safety of its residents under Tex. Local Gov't Code § 211.001.

D. Adverse Impact on Neighborhood Character and the City's Comprehensive Plan

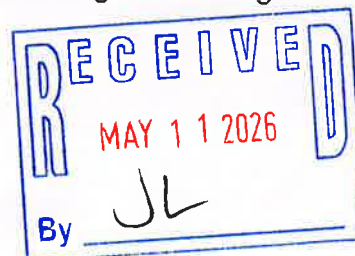
Texas zoning law, under Tex. Local Gov't Code § 211.004, requires that zoning regulations be made in accordance with a comprehensive plan and designed to preserve the character of existing development. The construction of a large telecommunications tower directly adjacent to a new residential community is inconsistent with orderly and compatible land use development. Granting this CUP would constitute improper "spot approval" of an incompatible use, and sets a precedent for further industrial or commercial encroachment into an area that is actively developing as a residential corridor.

E. Request for Alternative Site Analysis

Prior to any approval, We respectfully request that the Commission require the applicant to demonstrate that alternative locations for this telecommunications infrastructure were fully evaluated, and that no suitable site exists farther from residential development. Many Texas municipalities and communities nationwide have adopted minimum residential setback requirements of 500 to 1,500 feet for cell tower installations. The City of Killeen should evaluate whether such a setback policy is warranted here and whether this location satisfies any such standard.

III. Formal Request for Relief

For the foregoing reasons, and pursuant to the authority granted under Texas Local Government Code § 211.0061, I formally protest the issuance of Conditional Use Permit Case No. Z26-10. We respectfully request that the Planning and Zoning Commission and City Council:

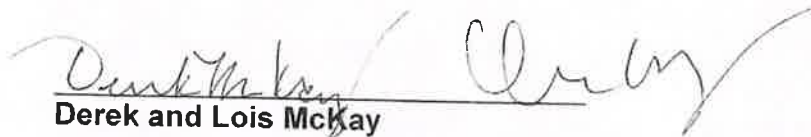


4/5

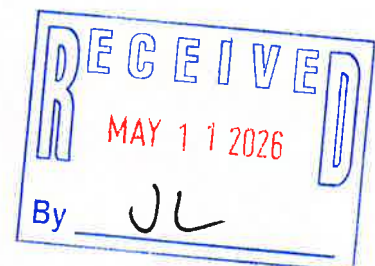
- Deny the Conditional Use Permit requested in Case No. Z26-10;
- Enter this written protest into the official record for Case No. Z26-10, triggering the supermajority (3/4) vote requirement under Tex. Local Gov't Code § 211.0061(d) if the applicable protest threshold is met;
- Require the applicant to provide a full alternative site analysis prior to any approval;
- Consider adopting a residential setback ordinance for telecommunications towers consistent with Tex. Local Gov't Code § 211.003's authority to regulate the height and use of structures.

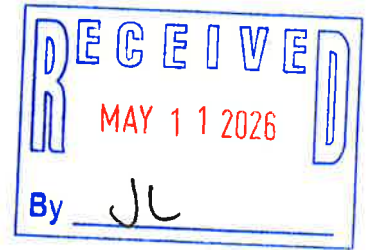
Although We are unable to attend the public hearing in person, as We currently reside out of state, We respectfully request that this written protest be given full and equal consideration by the Commission and City Council in accordance with Tex. Local Gov't Code § 211.0061. A property owner's physical absence from a hearing does not diminish the legal weight or validity of a timely filed written protest, and We ask that the record reflect accordingly. We are available to provide additional documentation or a written statement upon request. Should the Commission approve this CUP over valid written protest, We reserve all rights available to me under Texas law, including the right to seek judicial review pursuant to Tex. Local Gov't Code § 211.011.

Respectfully submitted,


Derek and Lois McKay
 Property Owner ID # 451593 — Protesting Party, Case No. Z26-10

Statutory References: Tex. Local Gov't Code §§ 211.001, 211.003, 211.004, 211.006, 211.0061 (H.B. 24, eff. Sept. 1, 2025), 211.007, 211.011; Tex. Const. Art. I, § 17; Tex. Gov't Code Chapter 2007 (Private Real Property Rights Preservation Act)





April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmer Road, Killeen, Texas.

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

YOUR NAME:	Ricky P. Reyes	PHONE NUMBER:	254-466-2670
CURRENT ADDRESS:	7004 Andalusia St.		254-290-5810
ADDRESS OF PROPERTY OWNED:	7004 Andalusia St. Killeen		76542
COMMENTS:	Please see attached. We strongly oppose this proposal.		
SIGNATURE:			
	REQUEST: "B-3" to "B-3" w/CUP for Cell Tower Z26-10/ 23		

ATTENTION CITY OF KILLEEN:

WE, **RICKY AND ROSEMARIE REYES**, OF 7006 ANDALUCIA ST, KILLEEN, TX, STRONGLY OPPOSE THE PROPOSITION TO BUILD A WIRELESS TELECOMMUNICATION TOWER ON PROPERTY ZONE "B-3" ON LOT 1, BLOCK 1, MCCLURKAN ADDITION, WHICH HAPPENS TO BE THE FIRST ASSEMBLY OF GOD CHURCH DIRECTLY ACROSS FROM OUR NEIGHBORHOOD. OUR HOME IS WITHIN THE 400 FEET RADIUS OF WHERE THIS TOWER IS EXPECTED TO BE BUILT, WHICH WILL SIGNIFICANTLY IMPACT OUR PROPERTY VALUE. FOR MANY REASONS, WE ARE STRONGLY OPPOSING THIS.

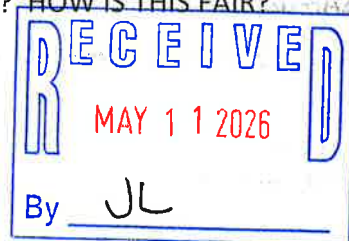
1. THERE IS ALREADY 3 CELL TOWERS BUILT NORTH AND ONE CELL TOWER BUILT EAST OF OUR PROPERTY, ALL APPROXIMATELY WITHIN 1500 FT. STUDIES SHOW THAT ALTHOUGH A CELL TOWER MAY OFFER BENEFIT OF BETTER SIGNAL STRENGTH TO WIRELESS CUSTOMERS, THESE STRUCTURES RAISE CONCERNS ABOUT HEALTH, AESTHETICS AND POTENTIAL FINANCIAL IMPACT ON NEARBY HOMES. THIS IS VERY TRUE.

2. WE PURCHASED OUR HOME IN 2024 AND WE CONTINUE TO PAY ON A MORTGAGE THAT IS STILL NEARLY EQUIVALENT TO THE APPRAISED VALUE FROM 2024. THIS IS OUR HOME AND WHERE ALL OUR HARD-WORKING MONEY GOES TO IN MAKING IT A SAFE, PEACEFUL AND ENJOYABLE PLACE TO LIVE. IN 2024, WE HAD NO IDEA THERE WERE PLANS TO BUILD A DOLLAR GENERAL STORE ONE BLOCK AWAY. SINCE THEN, OUR HOME VALUE DROPPED \$9K IN 2025, AND ANOTHER PROPOSAL TO DROP THE VALUE \$12K MORE IN 2026 - THAT IS A TOTAL OF \$21K IN JUST TWO YEARS! WE JUST LOST EQUITY IN TWO YEARS TIME, WHICH IS DEEPLY CONCERNING. IT WILL TAKE YEARS TO CATCH UP TO THIS LOSS IN VALUE. IF A CELL TOWER IS BUILT, WE RISK LOSING MORE VALUE ON OUR HOME - HOMEOWNERS ARE LOSING TO BIG CORPORATIONS WHILE THEY GAIN; AND TO HAVE A CHURCH PROFIT AS WELL WITH NO REGARDS TO HOMEOWNERS AFFECTED BY THIS IS NOT RIGHT AT ALL.

3. A CELL TOWER LITERALLY VISIBLE FROM MY FRONT DOOR WILL BE AN EYESORE. WE PICKED OUR HOME BECAUSE IT WAS AESTHETICALLY PLEASING AND WORTH THE PURCHASE PRICE IN THIS AREA. SOMEONE ELSE'S GAIN SHOULD NOT BE AT THE COMFORT OF OTHERS.

4. WE ARE IN OUR 50s, AND SAFETY IS A BIG CONCERN. WE ALSO HAVE NEIGHBORHOOD CHILDREN WHO ARE ALWAYS OUTSIDE PLAYING. WE SHOULD NOT HAVE TO WORRY ABOUT BAD WEATHER, ICEY STORMS, OR HIGH WINDS POTENTIALLY CAUSING STRUCTURAL DAMAGE ON A NEARBY CELL TOWER WHERE PARTS CAN GO FLYING, OR THE STRUCTURE MIGHT COLLAPSE CAUSING SEVERE DAMAGE OR INJURY TO THE PEOPLE OF OUR NEIGHBORHOOD AND THEIR HOMES. THIS IS A HUGE SAFETY AND HEALTH RISK TO WORRY ABOUT.

5. A CELL TOWER CAN ALSO BE AN EXTREME FIRE HAZARD; IF SPARKS OCCUR, HOMEOWNERS NOW MUST WORRY ABOUT FIRES SPREADING. ARE HOME INSURANCE COMPANIES NOW GOING TO CHARGE MORE BECAUSE OF ALL THESE HAZARDS AND RISKS? HOW IS THIS FAIR?



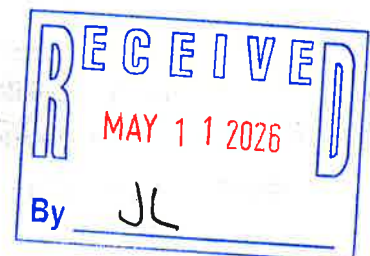
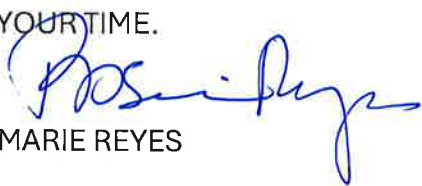
24

6. ONLY HOMEOWNERS WITHIN A CERTAIN FEET WERE NOTIFIED OF THIS PROPOSAL AND IT IS EXTREMELY CONCERNING THAT THE CITY DOES NOT TRULY NOTIFY ALL HOMEOWNERS THAT THIS PROPOSAL COULD ADVERSELY AFFECT. THIS IS AN UNFAIR ADVANTAGE, BECAUSE MANY HOMEOWNERS ARE NOT AWARE AND THEREFORE NOT SHOWING UP IN NUMBERS TO FIGHT THIS. WE SHOULD NOT HAVE TO WORRY ABOUT OUR HOMES DECREASING IN VALUE WHILE OTHERS PROFIT, ESPECIALLY HOMEOWNERS WHO JUST BOUGHT THEIR HOMES AND HAVE ALREADY SEEN SIGNIFICANT DECREASE SUCH OUR HOME. WITH SO MANY NEW HOMES BEING BUILT NEARBY, NEW HOMEOWNERS ARE LIKELY NOT BEING PROPERLY INFORMED OF THE RISKS.

WE SINCERELY HOPE THAT THE CITY WILL RECONSIDER THIS PROPOSAL. IT IS CAUSING A DISSERVICE TO THE HARDWORKING PEOPLE AND HOMEOWNERS AFFECTED.

THANK YOU FOR YOUR TIME.

RICKY AND ROSEMARIE REYES





TAX APPRAISAL DISTRICT OF BELL COUNTY
PO BOX 390
BELTON, TX 76513-0390
Phone: (254) 939-5841
www.bellcad.org

2026 Notice of Appraised Value

THIS IS NOT A TAX STATEMENT
DO NOT PAY FROM THIS NOTICE

Property ID: 398282
Ownership %: 1.00000000
Legal: SPANISH OAKS, BLOCK 008, LOT 0004
Legal Acres: 0.0000
Situs: 7006 ANDALUCIA LN

46367*123**G50**0.574**1/4*****AUTO**5-DIGIT 76542
REYES, RICKY & ROSEMARIE
7006 ANDALUCIA ST
KILLEEN, TX 76542-5949



Online Protest Info:

Account ID:	945879
EFile PIN:	AGF2YE

DATE OF NOTICE: April 15, 2026

Dear Property Owner,
The appraisal as of January 1, 2026 is outlined below:

PROTEST FILING DEADLINE: May 15, 2026

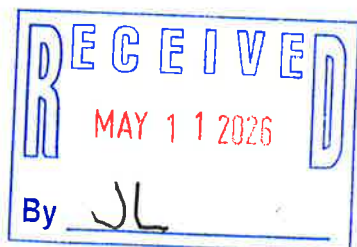
Appraisal Information		Last Year - 2025	Proposed - 2026
(+)	Structure / Improvement Market Value	247,836	235,982
(+)	Market Value of Non Ag/Timber Land	53,000	53,000
(=)	Total Market Value	300,836	288,982
	Assessed Value	300,836	288,982
	Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)	300,836	288,982
	Exemptions	DVHS HS	DVHS HS

Homestead Cap Value/Circuit Breaker Limitation (Total Market Value – Assessed Value) = \$0

Under Section 23.231, Tax Code, for the 2024, 2025, and 2026 tax years, the appraised value of real property other than a residence homestead for ad valorem tax purposes may not be increased by more than 20 percent each year, with certain exceptions. The circuit breaker limitation provided under Section 23.231, Tax Code, expires December 31, 2026. Unless this expiration date is extended by the Texas Legislature, beginning in the 2027 tax year, the circuit breaker limitation provided under Section 23.231, Tax Code, will no longer be in effect and may result in an increase in ad valorem taxes imposed on real property previously subject to the limitation.

The Tax Appraisal District of Bell County DOES NOT set tax rates. The governing body of each taxing unit decides whether or not taxes on the property will increase. The Appraisal District only determines the value of the property.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.



Loss of another
\$12k
Home is already losing
value.

4/4



YOUR NAME: Tyler Morgan PHONE NUMBER: 573-413-3454

CURRENT ADDRESS: 7009 Andalucia St Killeen TX 76542

ADDRESS OF PROPERTY OWNED: 7009 Andalucia St Killeen TX 76542

COMMENTS: We are opposed to the installation of a wireless telecommunication tower on property zoned B-3. Due to the fact it would drop the property value for all the properties in our neighborhood.

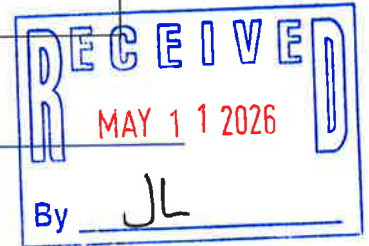
SIGNATURE:

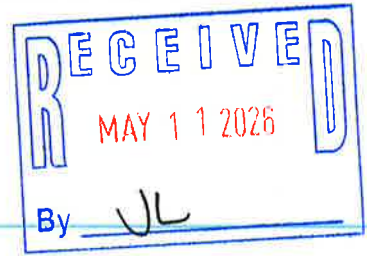
Tyler Morgan

REQUEST: "B-3" to "B-3"
w/CUP for Cell Tower

Z26-10/19

P.O. Box 1329 Killeen, Texas 76541 • 254.501.7648 • Fax 254.501.7628
www.KilleenTexas.gov





2/2

To whom it may concern,

I am writing to formally express my strong opposition to the proposed installation of a telecommunication tower on the First Assembly of Gods property. This specific project poses a significant threat to the financial well-being & residential character of our entire neighborhood.

Our homes are more than just shelters; for most of us, they represent our primary financial asset & a lifetime of investment. Reliable real estate data & common market sentiment suggest that presence of large industrial structures in close proximity to residential zones can lead to a measurable decrease in property values. By moving forward with this tower, the church is effectively prioritizing short-term lease revenue over the long-term equity & financial security of hundreds of its neighbors.

Beyond the financial impact, there is the matter of community harmony. A neighborhood is defined by its aesthetic & the mutual respect between its institutions & its residents. Placing a massive, metallic structure near our residential skyline disrupts the visual integrity of our streets & sets a very troubling precedent for land use.

I urge the City of Killeen Planning & Zoning Commission to consider the collective burden being placed on the homeowners. There must be alternative locations, industrial zones, or less populated areas, where this infrastructure can be built without devaluing the hard-earned assets of local families. I ask that you stand with the residents & deny the request for this church.

Sincerely,

Tyler & Brittney Morgan
7009 Andalusia St, Killeen, TX 76542
573-413-3454



City of Killeen

City of Killeen, Texas

April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

Dear Property Owner:

The enclosed map shows the property to be rezoned, outlined by a solid blue line. The dashed circular line marks the 400-foot radius around the property. In accordance with Texas Local Government Code Sec. 211.007, we are required to provide written notice to the owner of all properties within two hundred (200) feet of the proposed change. Additionally, the City of Killeen provides written notice to the owner of all properties within four hundred (400) feet of the proposed change.

The City of Killeen Planning and Zoning Commission will review this request at their Workshop at 4:30 p.m. on May 11, 2026. Immediately following the Workshop, the Planning and Zoning Commission will hold a Public Hearing regarding this request during their Regular Meeting. The meetings will be held in the Utility Collections Conference Room, at Utility Collections, 210 W. Avenue C, Killeen, Texas.

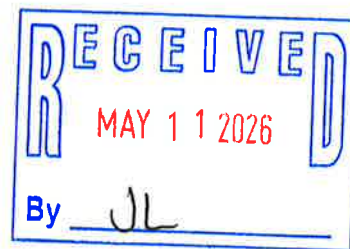
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-----CUT HERE-----

YOUR NAME: Steven L. Jones		PHONE NUMBER: 573-280-6178	
CURRENT ADDRESS: 7105 Andalucia, Killeen, TX 76542			
ADDRESS OF PROPERTY OWNED: 7105 Andalucia, Killeen, TX 76542			
COMMENTS: I formally object to the requested zone change and special use permit. <u>See Attached.</u>			
SIGNATURE: S L Jones		REQUEST: "B-3" to "B-3" w/CUP for Cell Tower Z26-10/15	

RECEIVED
MAY 11 2026
By VL

Steven L. Jones
7105 Andalucia
Killeen, TX 76542
573-280-6178
senoj@hotmail.com



May 6, 2026

City of Killeen Planning and Zoning Commission
201 W. Avenue C, Killeen, Texas

RE: Formal Protest of Case# Z26-10 – Proposed Telecommunication Tower at 7432 East Trimmier Road, Killeen, Texas.

To Members of the Planning Commission:

I am writing as a homeowner in the Andalucia Neighborhood, Killeen to formally object to the requested zone change and special use permit for the telecommunications tower proposed for 7432 East Trimmier Road, Killeen, Texas.

My property is located at 7105 Andalucia which is less than 200 feet from the proposed site.

I urge the Commission to deny this application based on the following:

- **Incompatibility with Residential Zoning:** The proposed tower is located in a residential area, directly infringing on the enjoyment of my property. Placing an industrial structure of this magnitude this close to homes is incompatible with the character of our neighborhood.
- **Depreciation of Property Value:** A tower of this size in close proximity will have a significant negative impact on the resale value of my home and others in the neighborhood. The National Association of Realtors data (attached) suggests that my home will lose 15-20% of resale value!
- **Structural Safety and Fall Risk:** At a distance of less than 200 feet, my residence sits within the potential “fall zone” and “ice throw” radius of the structure. Given our sometimes extreme weather patterns it poses a direct physical threat to my family and property that is not mitigated.
- **Insurance:** Some homeowners’ insurance policies may include “extra hazard” charges or specific exclusions for damage related to nearby towers.
- **Failure to exhaust other options:** There are currently two towers located within one mile of my property, one to the North and one to the South. Coverage is excellent with no dead spots in the area. Is the tower even necessary or beneficial in the proposed location?
- **Proper notification:** At least one owner of property in the 200 foot zone is Active Duty Military. She has relocated and leases out the property in her absence. She may currently be deployed to a combat zone. With only one week notice provided, I seriously doubt that she has been properly notified of these proceedings.

I request that this protest be included in the official public record for this case and that I be notified of all future hearings or decisions regarding this matter.

Sincerely,

Steven L. Jones



What is the impact on property values for a telecom tower to be built within 200 feet?

Building a telecom tower within 200 feet of a residential property typically results in a significant negative impact on its market value, with research and real estate experts citing price drops between **2% and 20%**. National Association of REALTORS® +2

The 200-foot range is considered the **highest impact zone**. Houses at this distance often sell for less and take longer to close because nearly **94% of potential buyers** report being less interested in properties near cell towers. Environmental Health Sciences - +2

Estimated Value Impact by Proximity

The loss in value is directly tied to how close the tower is and whether it is visible from the home.

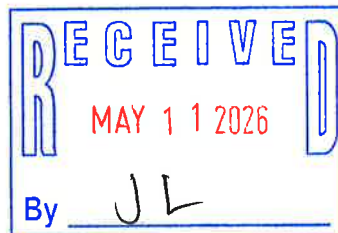
Distance from Tower	Estimated Value Decrease	Key Factor
0 – 330 feet (0–100m)	15% to 20%	Highest impact; "nuisance" zone
330 – 660 feet (100–200m)	10% to 15%	Significant marketability loss
660 – 1,000 feet (200–300m)	5% to 10%	Impact begins to taper off
Over 1,500 feet	Minimal to 0%	Effects largely disappear

Primary Drivers of Devaluation

- **Visual Aesthetics:** Large, industrial-looking structures are seen as "eyesores" that clash with residential character. Towers that are **visible** from the property suffer an average **9.78% price drop**, compared to much smaller impacts for those that are

Ask anything

+





City of Killeen
Development Services|Planning

April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

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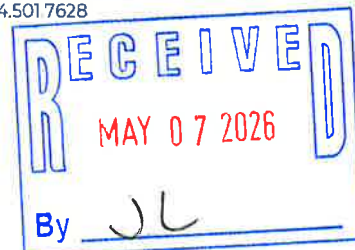
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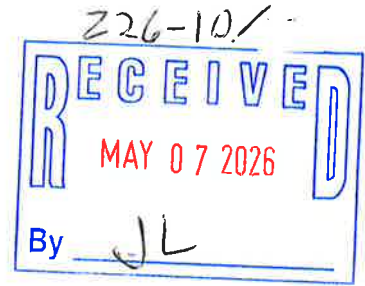
-----CUT HERE-----

YOUR NAME:	EDWARD D. Prete JR	PHONE NUMBER:	401-286-5155
CURRENT ADDRESS:	7111 ANDA LUCIA ST KILLEEN		
ADDRESS OF PROPERTY OWNED:	7111 ANPA LUCIA ST. KILLEEN		
COMMENTS:	We do not want a Tower of any kind located within our property area. Thank you		
SIGNATURE:	Edward D. Prete Jr		
		REQUEST: "B-3" to "B-3" w/CUP for Cell Tower	
		Z26-10/15	

P.O. Box 1329 Killeen, Texas 76541 • 254.501.7648 • Fax 254.501.7628
www.killeentexas.gov



Edward D. DiPrete Jr.
7111 Andalucia
Killeen, TX 76542
401-286-5155
nelta1@aol.com



May 7, 2026

City of Killeen Planning and Zoning Commission
201 W. Avenue C, Killeen, Texas

RE: Formal Protest of Case# Z26-10 – Proposed Telecommunication Tower at 7432 East Trimmier Road, Killeen, Texas.

To Members of the Planning Commission:

I am writing as a homeowner in the Andalucia Neighborhood, Killeen to formally object to the requested zone change and special use permit for the telecommunications tower proposed for 7432 East Trimmier Road, Killeen, Texas.

My property is located at 7111 Andalucia which is less than 200 feet from the proposed site.

I urge the Commission to deny this application based on the following:

- **Incompatibility with Residential Zoning:** The proposed tower is located in a residential area, directly infringing on the enjoyment of my property. Placing an industrial structure of this magnitude this close to homes is incompatible with the character of our neighborhood.
- **Depreciation of Property Value:** A tower of this size in close proximity will have a significant negative impact on the resale value of my home and others in the neighborhood. The National Association of Realtors data (attached) suggests that my home will lose 15-20% of resale value!
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- **Failure to exhaust other options:** There are currently two towers located within one mile of my property, one to the North and one to the South. Coverage is excellent with no dead spots in the area. Is the tower even necessary or beneficial in the proposed location?

I request that this protest be included in the official public record for this case and that I be notified of all future hearings or decisions regarding this matter.

Sincerely,



Edward D. DiPrete Jr.



RE: Case# Z26-10

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-CUT HERE

YOUR NAME: Shanura Q. Stephens PHONE NUMBER: 254-289-1589

CURRENT ADDRESS: 7104 Andalucia, Killeen TX 76542

ADDRESS OF PROPERTY OWNED: 7104 Andalucia Killeen TX 76542

COMMENTS: I formally object to the requested zone change and special use permit.

RECEIVED
MAY 07 2026
By JL

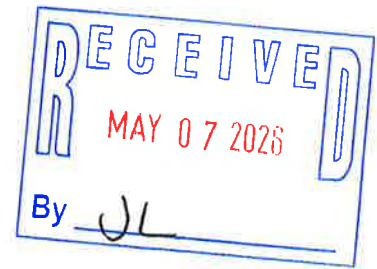
SIGNATURE: 

REQUEST: "B-3" to "B-3"
w/CUP for Cell Tower

Z26-10/ 28



City of Killeen
Development Services/Planning



April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

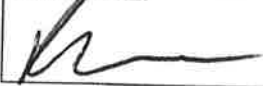
Dear Property Owner:

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

YOUR NAME:	ROGER Trevino II	PHONE NUMBER:	254-449-6387
CURRENT ADDRESS:	5301 Fiesta Oak Drive, Killeen, TX 76542		
ADDRESS OF PROPERTY OWNED:	Same as above		
COMMENTS:	We, the undersigned residents and property owners within the Spanish Oaks subdivision, respectfully oppose the proposed construction of a telecommunications tower near our homes. While we understand the need for improved infrastructure, we believe that the proposed location is inappropriate due to concerns regarding neighborhood aesthetics, property value, and the overall impact on our community. We respectfully request that local officials deny approval for this location and consider sites further away from residential areas.		
SIGNATURE:	 and 		
	REQUEST: "B-3" to "B-3" w/CUP for Cell Tower		
	Z26-10/15		



City of Killeen
Development Services\Planning

April 29, 2026

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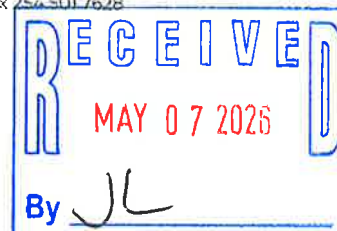
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-----CUT HERE-----

YOUR NAME:	Heath Guidry	PHONE NUMBER:	940-781-6478
CURRENT ADDRESS:	7209 Andalusia Dr, Killeen Tx 76542		
ADDRESS OF PROPERTY OWNED:	7209 Andalusia, Killeen, Tx 76542		
COMMENTS:	No tower here!		
SIGNATURE:		REQUEST: "B-3" to "B-3" w/CUP for Cell Tower	
		Z26-10/15	

P.O. Box 1329 Killeen, Texas 76541 • 254.501.7648 • Fax 254.501.7628





City of Killeen
Development Services|Planning

April 29, 2026

RE: Case# Z26-10

Hold a public hearing and consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned "B-3" (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition. The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

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

YOUR NAME:	Lorenzo Maldonado	PHONE NUMBER:	(410) 937-7033
CURRENT ADDRESS:	5300 Weeping Oak Dr. Killeen, TX 76542		
ADDRESS OF PROPERTY OWNED:	5300 Weeping Oak Dr. Killeen, TX 76542		
COMMENTS:	I do not want a cell tower near our home.		
SIGNATURE:	REQUEST: "B-3" to "B-3" w/CUP for Cell Tower		
			Z26-10/15

RECEIVED
MAY 07 2026
By *JL*



City of Killeen

Development Services/Planning

April 29, 2026

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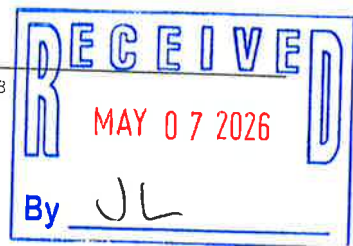
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CUT HERE

YOUR NAME:	Michelle Marshall	PHONE NUMBER:	254 432 1079
CURRENT ADDRESS:	7109 Andalusia St.		
ADDRESS OF PROPERTY OWNED:	Killeen, TX 76542		
COMMENTS:	Please consider not placing this wireless communication across from our property I don't want it & don't agree with it. Thanks in advance		
SIGNATURE:	Michelle Marshall		
		REQUEST: "B-3" to "B-3" w/CUP for Cell Tower	
		Z26-10/15	





City of Killeen

Development Services | Planning

April 29, 2026

RE: Case# Z26-10

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		Z26-10/15	



Steven L. Jones
7105 Andalucia
Killeen, TX 76542
573-280-6178
senoj@hotmail.com

May 6, 2026

City of Killeen Planning and Zoning Commission
201 W. Avenue C, Killeen, Texas

RE: Formal Protest of Case# Z26-10 – Proposed Telecommunication Tower at 7432 East Trimmier Road, Killeen, Texas.

To Members of the Planning Commission:

I am writing as a homeowner in the Andalucia Neighborhood, Killeen to formally object to the requested zone change and special use permit for the telecommunications tower proposed for 7432 East Trimmier Road, Killeen, Texas.

My property is located at 7105 Andalucia which is less than 200 feet from the proposed site.

I urge the Commission to deny this application based on the following:

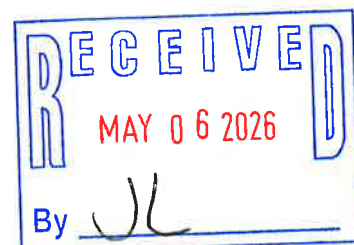
- **Incompatibility with Residential Zoning:** The proposed tower is located in a residential area, directly infringing on the enjoyment of my property. Placing an industrial structure of this magnitude this close to homes is incompatible with the character of our neighborhood.
- **Depreciation of Property Value:** A tower of this size in close proximity will have a significant negative impact on the resale value of my home and others in the neighborhood. The National Association of Realtors data (attached) suggests that my home will lose 15-20% of resale value!
- **Structural Safety and Fall Risk:** At a distance of less than 200 feet, my residence sits within the potential “fall zone” and “ice throw” radius of the structure. Given our sometimes extreme weather patterns it poses a direct physical threat to my family and property that is not mitigated.
- **Insurance:** Some homeowners’ insurance policies may include “extra hazard” charges or specific exclusions for damage related to nearby towers.
- **Failure to exhaust other options:** There are currently two towers located within one mile of my property, one to the North and one to the South. Coverage is excellent with no dead spots in the area. Is the tower even necessary or beneficial in the proposed location?
- **Proper notification:** At least one owner of property in the 200 foot zone is Active Duty Military. She has relocated and leases out the property in her absence. She may currently be deployed to a combat zone. With only one week notice provided, I seriously doubt that she has been properly notified of these proceedings.

I request that this protest be included in the official public record for this case and that I be notified of all future hearings or decisions regarding this matter.

Sincerely,

S L Jones

Steven L. Jones





What is the impact on property values for a telecom tower to be built within 200 feet?

Building a telecom tower within 200 feet of a residential property typically results in a significant negative impact on its market value, with research and real estate experts citing **price drops between 2% and 20%**. [National Association of REALTORS®](#) +2

The 200-foot range is considered the **highest impact zone**. Houses at this distance often sell for less and take longer to close because nearly **94% of potential buyers** report being less interested in properties near cell towers. [Environmental Health Sciences](#) - +2

Estimated Value Impact by Proximity

The loss in value is directly tied to how close the tower is and whether it is visible from the home. [e](#)

Distance from Tower e	Estimated Value Decrease	Key Factor
0 – 330 feet (0–100m)	15% to 20%	Highest impact; "nuisance" zone
330 – 660 feet (100–200m)	10% to 15%	Significant marketability loss
660 – 1,000 feet (200–300m)	5% to 10%	Impact begins to taper off
Over 1,500 feet	Minimal to 0%	Effects largely disappear

Primary Drivers of Devaluation

- **Visual Aesthetics:** Large, industrial-looking structures are seen as "eyesores" that clash with residential character. Towers that are **visible** from the property suffer an average **9.78% price drop**, compared to much smaller impacts for those that are

Ask anything





- **Market Liquidity:** Properties near towers take longer to sell because the "pool" of willing buyers is significantly smaller—as many as **79% of buyers** say they would never consider a property within a few blocks of a tower. Environmental Health Sciences - +1

Potential Mitigations

If a tower is being proposed near you, some property owners have successfully used these strategies:

- **Tax Appeals:** You may be able to lower your property tax bill by arguing that "Telecommunication Tower Tarnishing" has reduced your home's fair market value. Fair Assessments LLC
- **Camouflaging:** Requesting that the tower be disguised (e.g., as a "monopine" or flag pole) can reduce the visual impact and subsequent value loss. Deutsche Nationalbibliothek
- **Setback Requirements:** Check local zoning laws; many municipalities require towers to be set back at least 1,500 feet from residential areas to protect property values. Environmental Health Sciences - +1

To give you more specific advice, let me know:

- Is the tower **visible from your main windows** or yard?
- Is it a **large lattice tower** or a smaller **5G "small cell"** on a utility pole?
- Are you in a **residential neighborhood** or a more **rural/industrial area**?

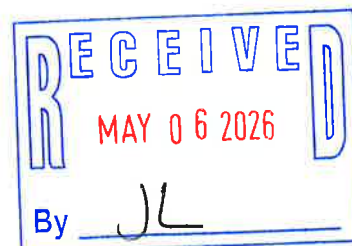


17 sites

Cell Towers Drop Property Values

* Realtor Evidence and Published Research on Market Impacts. Realtors and peer-reviewed studies report that cell towers can reduce

What Realtors Say
"The cell tower will negatively effect the price"





AI Mode ▾ All Images Forums Shopping More ▾



 National Association of REALTORS®

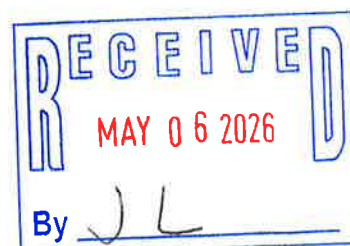
Mobile Cell Tower May Impact The Value of Your Property - LinkedIn

Jan 24, 2025 — Real Estate | Founder | Life & business coach |... * Living near a cell tower can potentially impact the worth of your property. Whi...



 LinkedIn · Saša Stanisavljević RS

Show all



A stylized graphic in light gray showing a rocket launch. A curved line representing the rocket's path starts from the bottom left and curves upwards and to the right, ending in a five-pointed star. Two trapezoidal shapes, representing the rocket's body, are positioned along the path.

CASE #Z26-10:
“B-3” TO “B-3 W/CUP”

OR-26-012

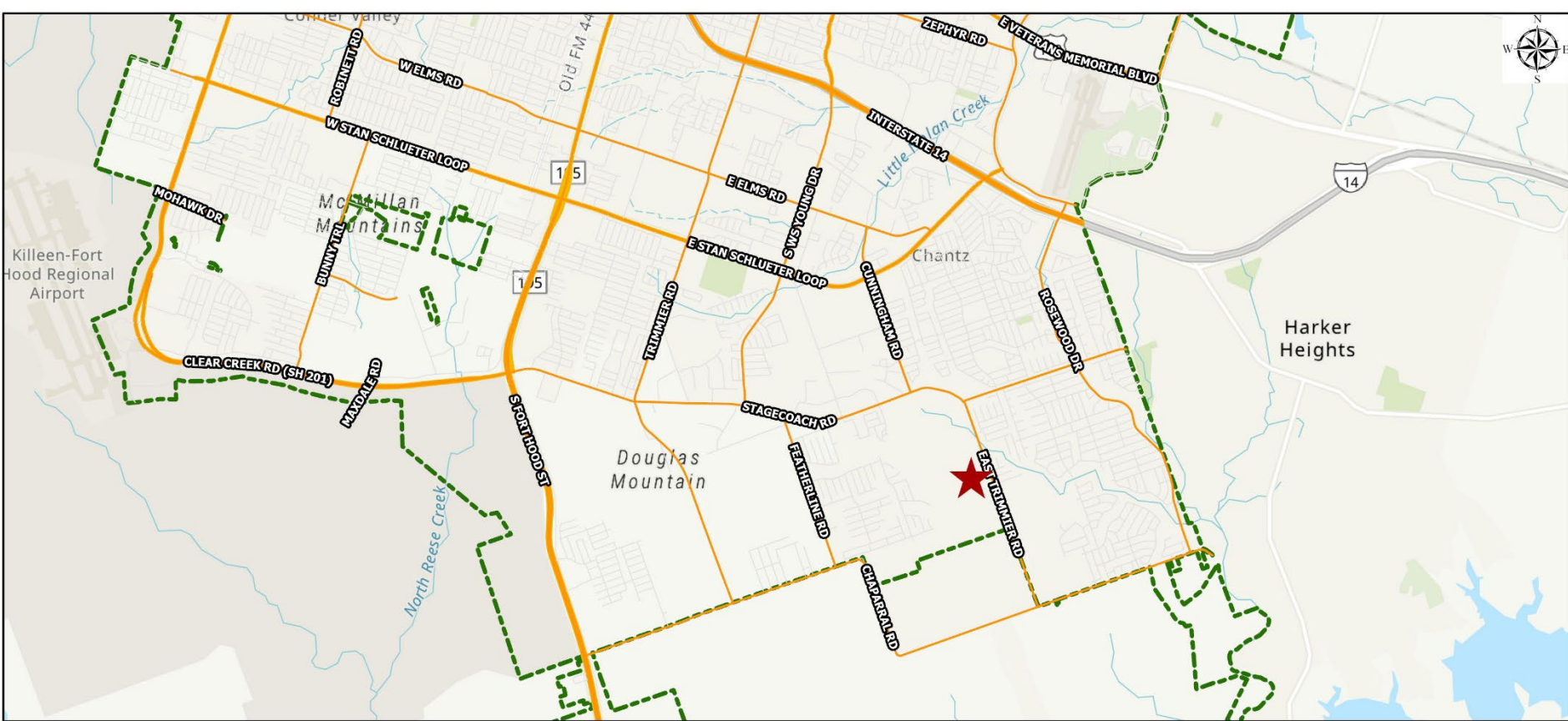
August 4, 2026

Case #Z26-10: “B-3” to “B-3 W/CUP”

- On June 16, 2026, a public hearing was held to consider a request submitted by Vincent Gerard & Associates on behalf of First Assembly of God Inc. (Case# Z26-10) for a Conditional Use Permit (CUP) to allow for the installation of a wireless telecommunication tower on property zoned “B-3” (Local Business District), being approximately 2.0 acres, being Lot 1, Block 1, McClurkan Addition.
- The subject property is locally addressed as 7432 East Trimmier Road, Killeen, Texas.

Summary of Request

- The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the construction of an 85-foot monopole wireless telecommunications tower.
- The proposed facility is intended to improve wireless service coverage in the southeastern portion of Killeen. It is designed to accommodate multiple carriers and will include associated ground equipment.



LOCATION MAP

Council District: 2



Zoning Case 2026-10 B-3 TO B-3 W/CUP

Legend

- Major Roads
- City Limit
- Zoning Case Location

Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2



AERIAL MAP
Council District: 2
0 200 400
Feet

Zoning Case 2026-10

B-3 TO B-3 W/CUP

Legend
 Zoning Case

Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2

Case #Z26-10: “B-3” to “B-3 W/CUP”

6

View of the subject property from East Trimmier Road:



Case #Z26-10: “B-3” to “B-3 W/CUP”

7

View looking south toward Chaparral Road from subject property:



Case #Z26-10: “B-3” to “B-3 W/CUP”

8

Looking north toward Stagecoach Road from the subject property:

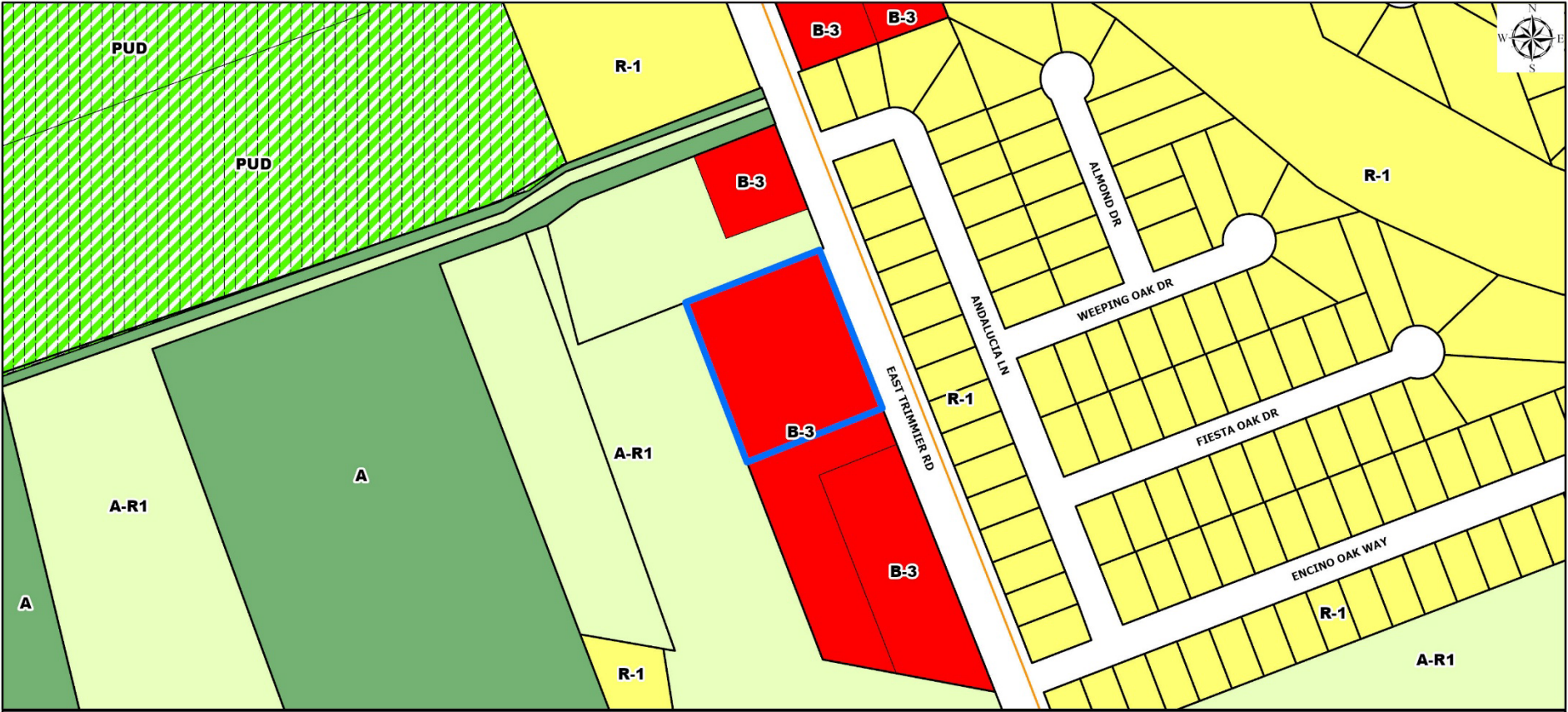


Case #Z26-10: “B-3” to “B-3 W/CUP”

9

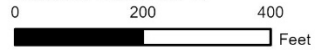
Aerial image shows the subject property & the surrounding area:





ZONING MAP

Council District: 2



Zoning Case 2026-10

B-3 TO B-3 W/CUP

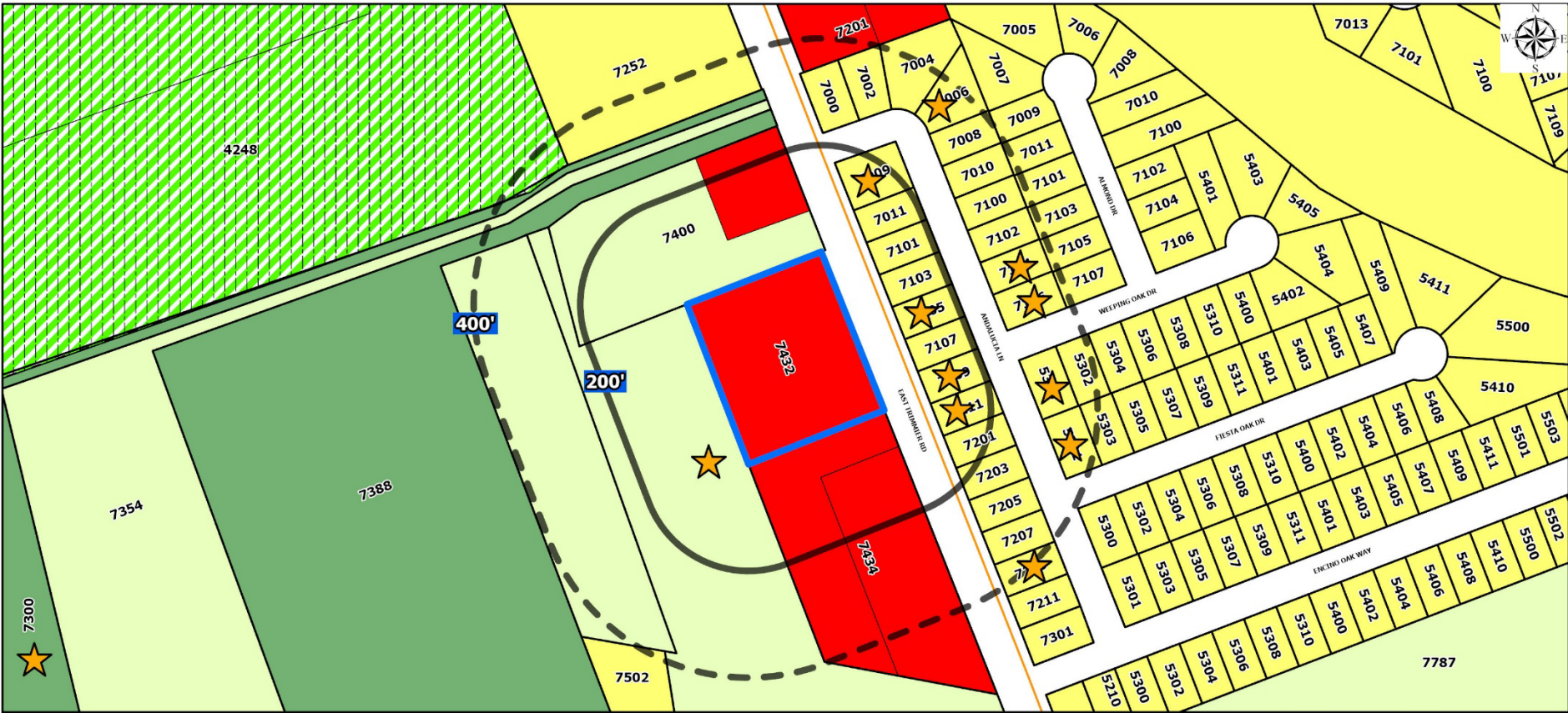
Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2

Comprehensive Plan Alignment

- The property is located within the 'Controlled Growth' (Growth Sector) area on the Growth Sector Map and designated as 'Campus' (Place Type) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

Public Notification

- Staff notified property owners of forty-four (44) surrounding properties regarding this request.
- Staff has received twelve (12) responses in opposition to this request, including five (5) from property owners within the 200-foot buffer, six (6) from property owners within the 400-foot buffer, and one (1) from a property owner outside the 400-foot buffer.



RESPONSE MAP
Council District: 2



Zoning Case 2026-10

B-3 TO B-3 W/CUP

Area in Opposition (141,500.10 SqFt) ÷ 200' Buffer Area (362,827.21 SqFt) = 38.99%

Subject Property Legal Description: MCCLURKAN ADDITION, BLOCK 001, LOT 0001. ACRES 2

- Legend
- A
 - A-R1
 - B-3
 - B-3 W/CUP
 - R-1
 - PUD
 - City Limit
 - Zoning Case
 - Opposed

Staff Findings

15

- Per Killeen Code of Ordinance Sec. 31-603(b), approval of a Conditional Use Permit for a wireless telecommunications tower requires a three-fourths (3/4) majority vote of the City Council. Accordingly, approval of this request will require a minimum of six (6) affirmative votes by City Council.

Staff Recommendation

16

- Staff recommends approval of the applicant's request for a Conditional Use Permit (CUP) to allow the installation of a wireless telecommunications tower on property zoned "B-3" (Local Business District) with the following conditions:

Staff Recommendation

17

1. The project will substantially comply with the Site Plan.
2. The project will comply with requirements for collocation, screening, lighting, and site development per Sec. 31-604, 31-606, and 31-609 prior to issuance of Certificate of Occupancy.
3. Parking areas and drive aisles will be constructed with an all-weather surface (asphalt or concrete) per Sec. 31-487.

Staff Recommendation

18

4. The site design shall maximize use of existing trees and vegetation, and landscape screening shall be installed and maintained per Sec. 31-609 (a)(6).
5. The applicant shall construct a public sidewalk along the street frontage to connect the existing sidewalks.

Staff Recommendation

19

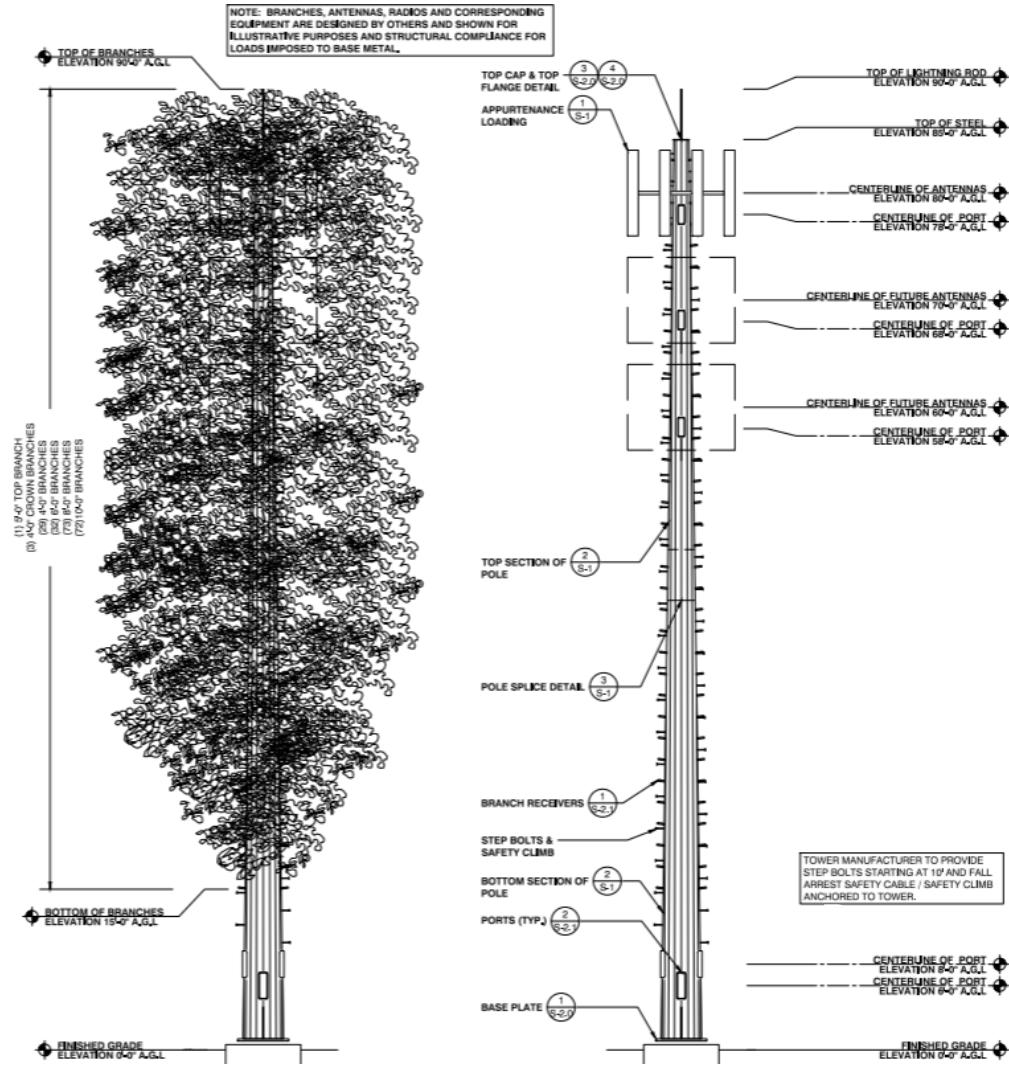
6. Permits shall expire if not constructed within six (6) months, not put into use within one hundred twenty (120) days after construction, or discontinued for more than six (6) consecutive months, unless extended per Sec. 31-610.
7. The permittee shall notify the director of changes in ownership or operation of the tower within thirty (30) days.

Commission Recommendation

20

- At their regular meeting on May 11, 2026, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 2, with an additional condition requiring the tower to be camouflaged as a tree. Commissioners Sabree and Moss voted in opposition.
- Those Commissioners in opposition concurred with the residents that there is no need for a tower in this location.

Exhibit Provided by
Applicant:



Case #Z26-10: “B-3” to “B-3 W/CUP”

22

View looking south along Gray Street toward Long Ave:

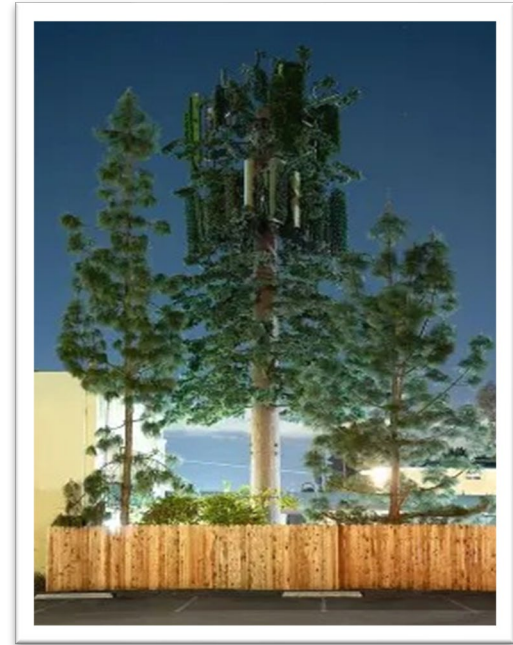


Existing Tower Located at 201
Long Avenue

Case #Z26-10: “B-3” to “B-3 W/CUP”

23

Examples of Camouflaged Cell Towers:





City of Killeen

Staff Report

File Number: PH-26-023

Hold a public hearing and consider an ordinance submitted by Republic Engineering on behalf of Boghosian, Philip Living Trust & Sagaser, Howard 401 K Plan (**Z26-08**) to rezone approximately 302.42 acres, out of V L Evans Survey, Abstract No. 288 from "R-1" (Single-Family Residential District) "M-1" (Manufacturing District), and "M-2" (Heavy Manufacturing District) to PUD (Planned Unit Development) with "SF-2" (Single-Family Residential District) and "M-1" (Manufacturing District) uses. The subject property is located along North Roy Reynolds Drive, Killeen, Texas.

DATE: August 4, 2026

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z26-08: "R-1", "M-1" & "M-2" to PUD w/ "SF-2" and "M-1" uses

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Boghosian, Philip Living Trust & Sagaser, Howard 401K Plan and Boghosian, Philip Living Trust & Sagaser, Watkins & Wieland 401k

Agent: Republic Engineering

Current Zoning: "R-1" (Single-Family Residential District), "M-1" (Manufacturing District) & "M-2" (Heavy Manufacturing District)

Proposed Zoning: PUD (Planned Unit Development) w/ "SF-2" (Single-Family Residential District) and "M-1" (Manufacturing District)

FLUM Designation: 'RM' (Residential Mix) and 'I' (Industrial)

Growth Sector Designation: "CG" (Controlled Growth)

Summary of Request:

The applicant is requesting to rezone approximately 302.42 acres from "R-1" (Single-Family Residential District), "M-1" (Manufacturing District), and "M-2" (Heavy Manufacturing District) to a Planned Unit Development (PUD) with underlying "SF-2" (Single-Family Residential District) and "M-1" (Manufacturing District) to allow for mixed-use development integrating residential, industrial, and commercial uses.

The proposed development includes approximately 115 acres of residential development with approximately 56 acres of open space, and approximately 131 acres of industrial development. The residential component is anticipated to include 40', 50' single-family lots, and 60' two-family lots, while the industrial component will remain to allow manufacturing and commercial uses, excluding the following uses: petroleum products wholesale storage; feed mill; sewage treatment plant; and crematoriums.

The applicant has submitted exhibits for the following:

- a) Exhibit A - Concept plan (Sheet 1)
- b) Exhibit A - Typical Lot & Street Dimensions (Sheet 2)
- c) Exhibit A - Phasing Plan (Sheet 3)
- d) Exhibit A - Park & Fencing Plan (Sheet 4)
- e) Exhibit B - Manufacturing Landscaping & Street Tree Requirements
- f) Exhibit C - Park and Open Space

Zoning/Plat Case History:

The properties were annexed into the City at two different times. A portion of the properties was annexed in 1972 through Ordinance No. 72-59. The remaining portion was annexed in 1994 through Ordinance No. 94-40 and was initially zoned "A" (Agricultural District) upon annexation. Later in 1994, a portion of the property was rezoned from "A" (Agricultural District) to "M-1" (Manufacturing District) through Ordinance No. 94-72. The portion of the property currently zoned "M-2" (Heavy Manufacturing District) was rezoned from "R-1" (Single-Family Residential District) through Ordinance No. 89-103. Staff was unable to determine when that portion of the property was originally zoned "R-1" (Single-Family Residential District).

A Future Land Use (FLUM) amendment was approved on October 7, 2025, via Ordinance No. 25-057, which changed the designation of approximately 122.64 acres from 'Industrial' to 'Residential Mix'.

Character of the Area:

North: Existing residential development zoned "R-2" (Two-Family Residential District) and undeveloped property zoned "R-1" (Single-Family Residential District).

South: Property located outside the Killeen city limits.

East: Property located outside the Killeen city limits.

West: Existing commercial and industrial uses zoned "M-1" (Manufacturing District) and "M-2" (Heavy Manufacturing District).

Future Land Use Map Analysis:

The properties are located within the 'Controlled Growth' sector on the Growth Sector Map and designated as 'Residential Mix' (RM) and 'Industrial' (I) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

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. Development proposed in this sector is evaluated for adherence to the Big Ideas and Recommendations of the plan, particularly those related to housing and neighborhood options, and to improve the fiscal health and sustainability of Killeen.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block and street network that allows a flexible mix of residential building types. This place type encourages a variety of residential uses, including single-family, townhomes, and small multi-unit developments, with limited supporting nonresidential uses.

The 'Industrial' place type includes a range of industrial uses from technology-based operations to manufacturing. These areas are typically located along roadways with sufficient capacity to accommodate industrial traffic and are designed to provide appropriate separation from residential uses through buffering, setbacks, and screening elements.

The proposed Planned Unit Development (PUD) is consistent with these designations by incorporating both residential and industrial components in a coordinated development pattern. The industrial portion is oriented along North Roy Reynolds Drive, which provides appropriate access for industrial traffic, while the residential component is located to align with adjacent residential areas. The PUD framework allows for appropriate transitions between uses and incorporates design considerations to minimize potential impacts between residential and industrial development.

The request supports the following Comprehensive Plan recommendations:

- LU1 - Use place types and complete neighborhoods as building blocks
- LU2 - Improve the fiscal productivity of development
- LU3 - Encourage incremental evolution of neighborhoods

The Comprehensive Plan's Big Idea #5 promotes neighborhoods, not subdivisions, designed and built to intentionally mix housing and commercial opportunities together so that the majority of daily needs are accessible within a safe and walkable distance that fosters a unique sense of place. Neighborhoods are flexible places with a mixture of housing and services that provide value directly to the people who reside there. The Comprehensive Plan also emphasizes the need for expanding the variety of neighborhood styles, housing types, and price points available in the city.

Additionally, the Comprehensive Plan highlights building a diverse mix of housing options in order to keep housing in a community affordable and to attract and retain people in different stages of life and different socioeconomic levels. Several elements that contribute to creating a neighborhood include housing and commercial options, parks and public spaces, and street design that prioritizes walkability and human interaction over automobiles. The applicant's proposed PUD includes a mix of housing types, including single-family and two-family homes, industrial and commercial uses, and neighborhood amenities to include a dog park, park space with park furniture, and a trail.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #2, which is generally situated north of Veterans Memorial Boulevard and east of WS Young Drive. This development zone consists of approximately 67.53% residential uses and 32.47% commercial uses. Overall, the

current land use mix in the surrounding area includes approximately 88.35 acres (1.96%) of Special Districts, 2,960.10 acres (65.57%) of Residential, 990.19 acres (21.93%) of Industrial, 467.44 acres (10.35%) of Commercial, and 8.15 acres (0.18%) of Agricultural uses, for a total of approximately 4,514.24 acres. In addition, vacant land accounts for approximately 1,729.44 acres, or 38.31% of the area.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject properties.

Water services are available for the properties via an existing 6" water distribution main located in Wax Myrtle Court, via a 6" water distribution main (under construction) in Firewheel Drive, and via an existing 12" water transmission main in North Roy Reynolds Drive.

Wastewater services are available for the properties via an existing 6" wastewater main located in Wax Myrtle Court, via a 6" wastewater main (under construction) in Firewheel Drive, and via an existing 15" wastewater main in North Roy Reynolds Drive.

An existing curb inlet and storm sewer pipe is located on the east side of North Roy Reynolds Drive (adjacent to BCAD Parcel # 531399). No information is available regarding the pipe or inlet.

Hay Branch Creek encroaches on the properties along the eastern property line. BCAD Parcel #531399 is encroached by an unnamed tributary of Nolan Creek along the western property line of the parcel.

Transportation and Thoroughfare Plan:

The current zoning classification for the properties is "R-1", "M-1", and "M-2". The properties are currently undeveloped. The proposed zoning classification under this amendment is "SF-2" and "M-1" with a Planned Unit Development (PUD) overlay. Under the current PUD concept plan, approximately 115 Acres will be residential use, approximately 132 Acres will be manufacturing use, and the remaining area is designated as park/open space.

The proposed use for the properties will generate a significant volume of new traffic, and a Traffic Impact Study is required by the City of Killeen Code of Ordinances.

If the conditions or assumptions used in the development of the current Traffic Impact Determination change, a revised determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails on the Parks Master Plan located on this site. Open space, and trail are proposed with the PUD request.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed. The properties are located in the Nolan Creek / Leon River Watershed. BCAD Parcel #194369 and #531399 are impacted by a Zone A Special Flood Hazard Area (SFHA) with a 1% annual chance of flooding along the eastern side of the tracts. BCAD Parcel #531399 is also impacted by a Zone AE Special Flood Hazard Area (SFHA) with a 1% annual chance of flooding through the approximate center of the parcel, per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0285E with effective date September 26, 2008.

The properties are impacted by a freshwater pond, freshwater forested/shrub wetlands, and riverine habitats as shown on the National Wetlands Inventory maps for the properties. No visual evidence of other environmental impediments is apparent on the properties at this time.

Public Notification:

Staff notified property owners of one hundred and twenty-eight (128) surrounding properties regarding this request.

As of the date of this staff report, one (1) response in opposition and none in support has been received regarding this request. The response is from a property owner located within the 200-foot notification buffer.

Staff Findings:

Staff finds that the proposed development includes a mix of housing types and lot sizes, open space and park amenities, and industrial and commercial uses. Therefore, staff is of the determination that the proposed development is consistent with the policies and principles discussed during the ongoing Comprehensive Plan process.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the applicant's PUD request;
- Approve the proposed PUD with conditions; or
- Approve the PUD as presented by the applicant.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request as presented.

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. However, long-term maintenance of all proposed municipal infrastructure will be the City's responsibility.

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:

Staff recommends approval of the applicant's request as presented, which includes substantial compliance with the following:

1. PUD Development Standards
2. Concept Plan
3. Phasing Plan
4. Parks and Open Space Plan
5. Lot Dimensions and Street Sections Plan
6. Proposed Amenities

At their regular meeting on June 8, 2026, the Planning and Zoning Commission recommended approval of the applicant's request as presented by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

Maps

Site Photos

Minutes

Ordinance

PUD Proposal:

a) Letter of Request

b) PUD Development Standards

c) Concept plan

d) Typical Lot & Street Dimensions

e) Phasing plan

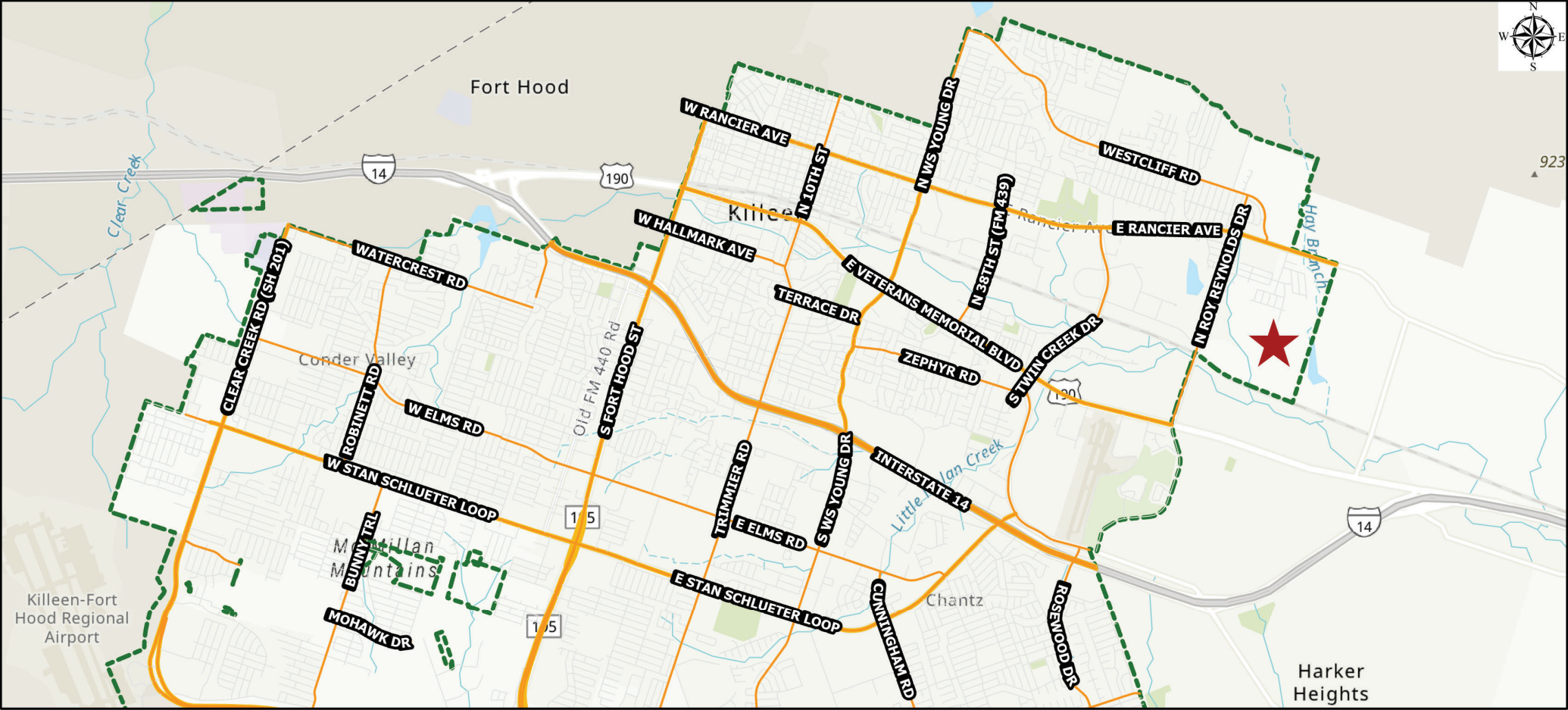
f) Park & fencing Plan

g) Manufacturing Landscaping & Street Tree Requirements

h) Parks and open space plan

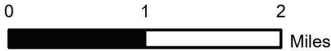
Response

Presentation



LOCATION MAP

Council District: 1

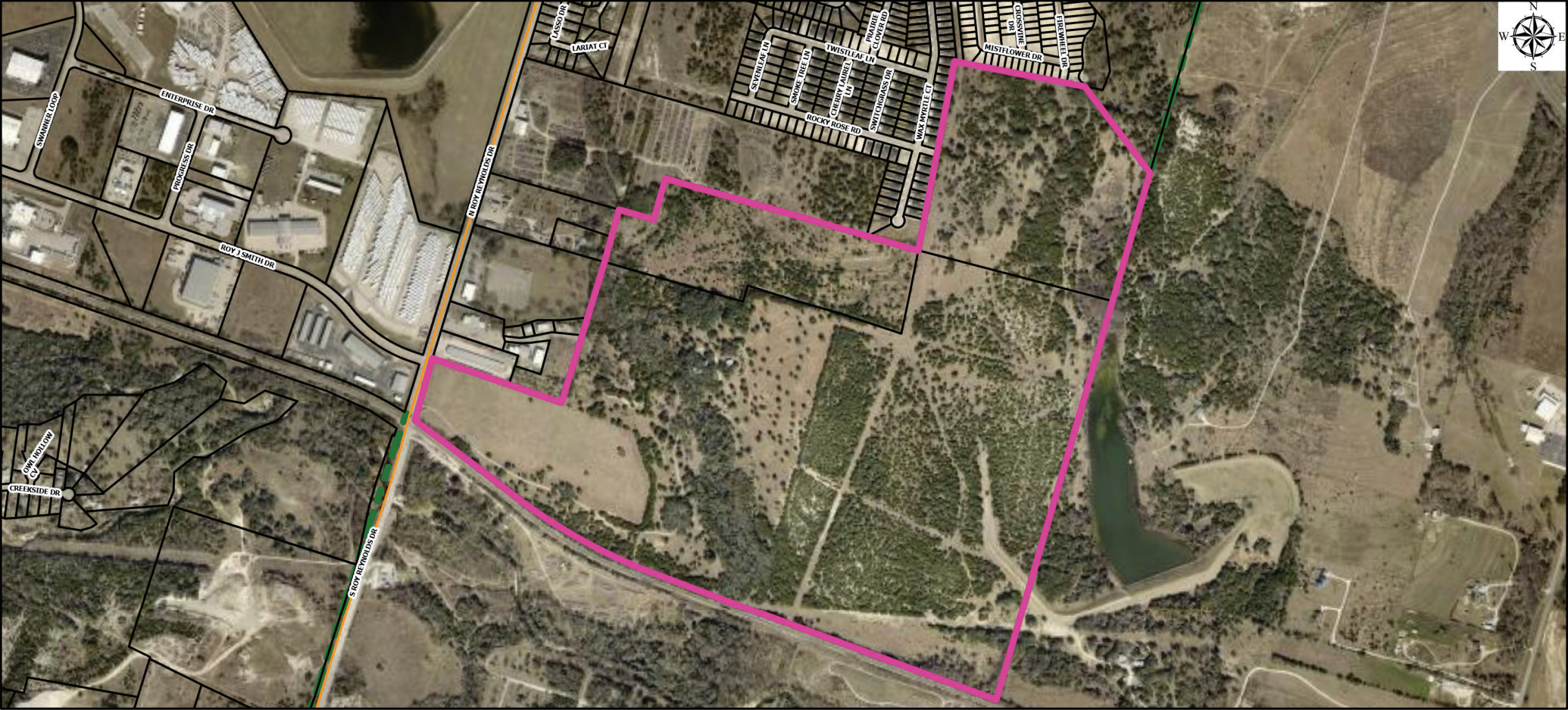


Zoning Case 2026-08
R-1, M-1 & M-2 TO PUD W/ SF-2 & M-1

Legend

- Major Roads
- City Limit
- Zoning Case Location

Subject Property Legal Description: A0288BC V L EVANS, 19, ACRES 48.944; A0288BC V L EVANS, 19, ACRES 221.242; A0288BC V L EVANS, 10-3, 10-6, ACRES 31.981



AERIAL MAP

Council District: 1

0 200 400

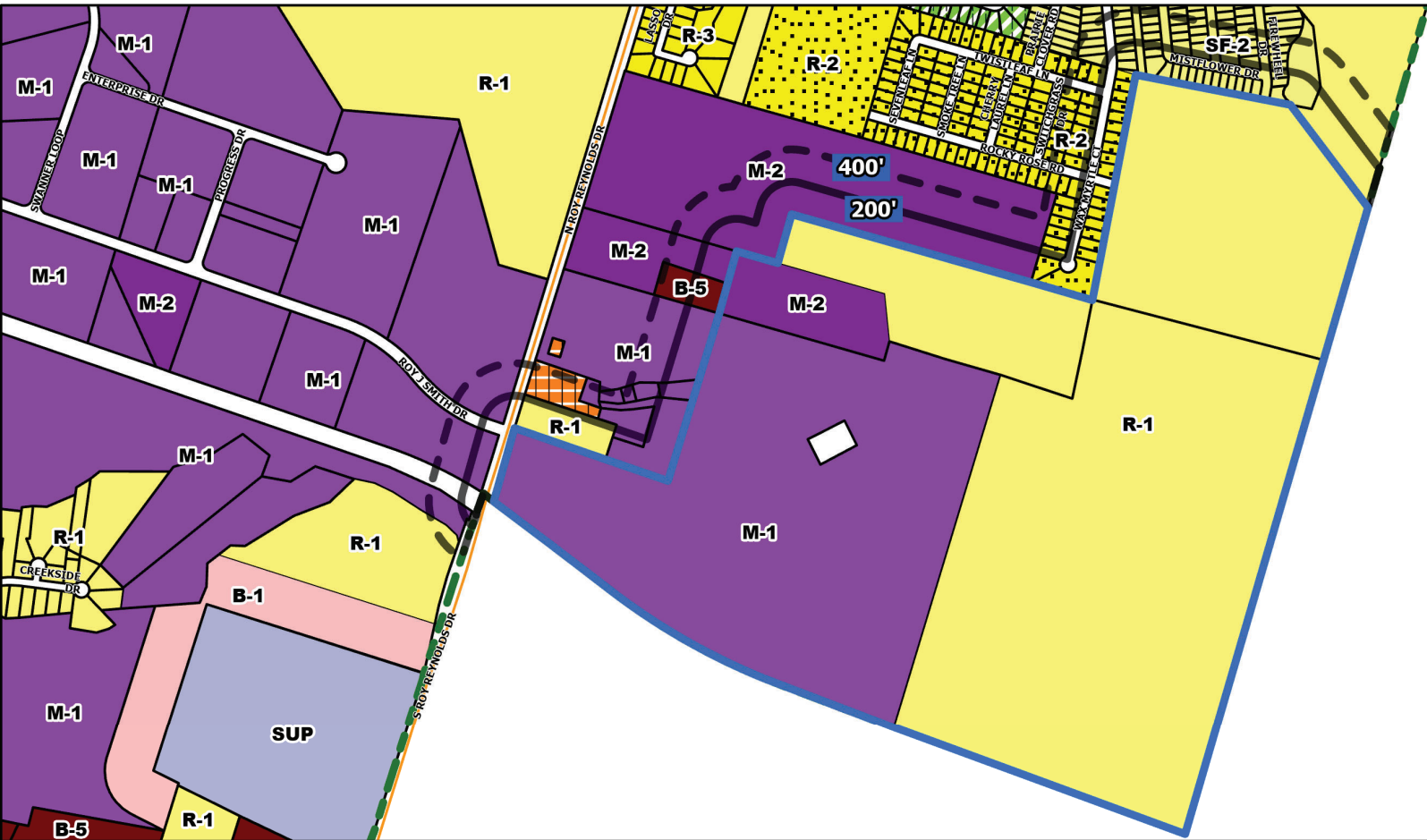
Feet

Zoning Case 2026-08
R-1, M-1 & M-2 TO PUD W/ SF-2 & M-1

Legend

 Zoning Case

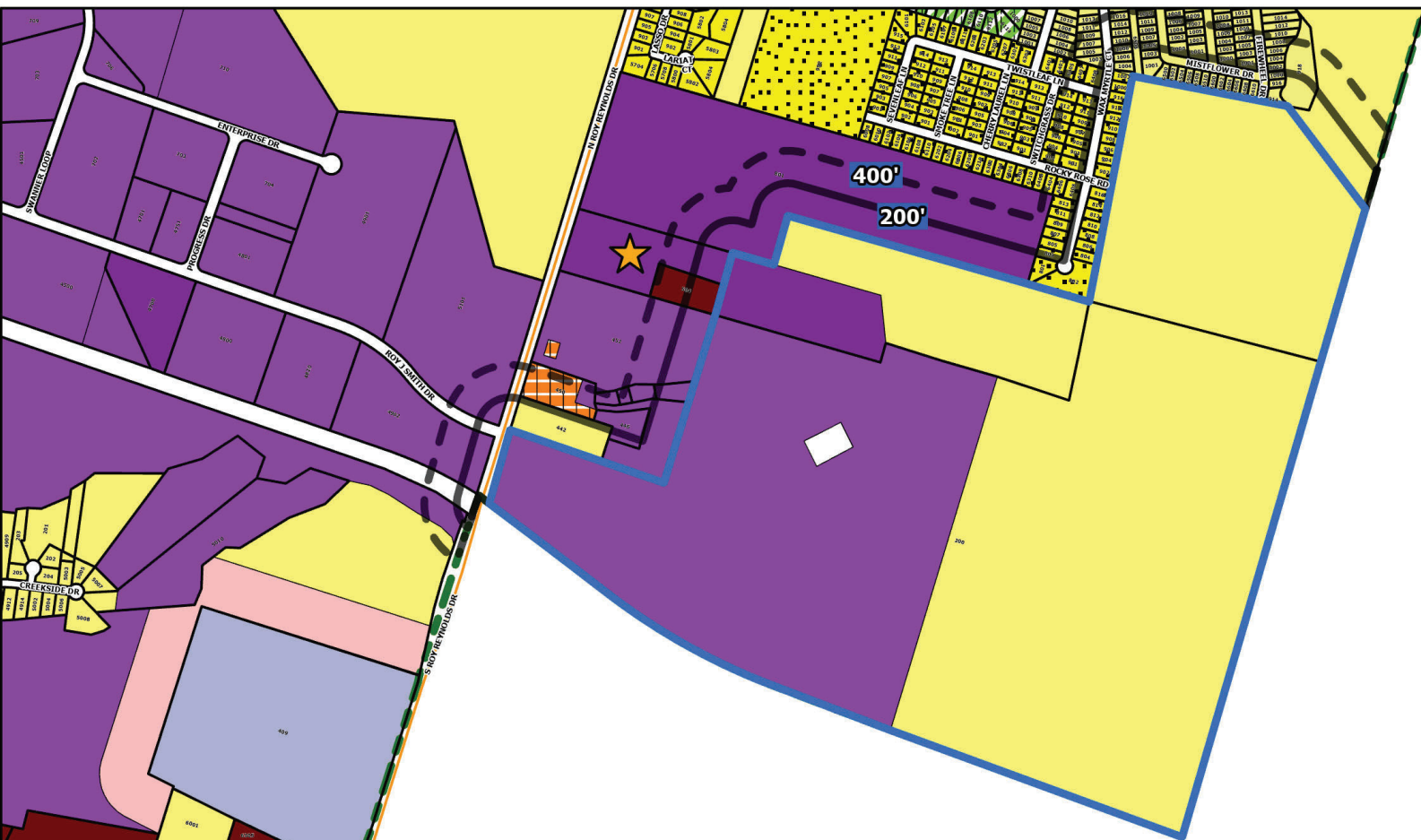
Subject Property Legal Description: A0288BC V L EVANS, 19, ACRES 48.944; A0288BC V L EVANS, 19, ACRES 221.242; A0288BC V L EVANS, 10-3, 10-6, ACRES 31.981



ZONING MAP
Council District: 1
0 200 400
Feet

Zoning Case 2026-08
R-1, M-1 & M-2 TO PUD W/ SF-2 & M-1

Subject Property Legal Description: A0288BC V L EVANS, 19, ACRES 48.944; A0288BC V L EVANS, 19, ACRES 221.242; A0288BC V L EVANS, 10-3, 10-6, ACRES 31.981



1 SF-2
2 SUP
3 City Limit
4 Opposed

SITE PHOTOS

Case #Z26-08: "R-1" & "M-1 to "PUD"



View looking north along Roy Reynolds Drive:



View looking at the subject property:



SITE PHOTOS

Case #Z26-08: "R-1" & "M-1 to "PUD"



View from the subject property facing south towards Harker Heights:



View towards the Killeen Business Park facing Roy J. Smith Drive:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 8, 2026
CASE # Z26-08
“R-1” & “M-1” to PUD w/ “SF-2” & “M-1” uses

Hold a public hearing and consider a request submitted by Republic Engineering & Development Services, LLC on behalf of the Philip Boghosian Living Trust & Howard Sagaser 401 K Plan (**Case# Z26-08**) to rezone approximately 302.42 acres out of the V. L. Evans Survey, Abstract No. 288 from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to PUD (Planned Unit Development) with “SF-2” (Single-Family Residential District) and “M-1” (Manufacturing District) uses. The subject property is generally located northeast of the intersection of North Roy Reynolds Drive and the Burlington Northern Santa Fe Railroad, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

Commissioner Alvarez, Commissioner Cooper, and Commissioner Giacomozzi met with the applicant prior to the meeting and submitted the required disclosure statements to the City Secretary before the commencement of the Planning and Zoning Commission meeting.

Ms. Brita Wallace of McLean Howard Law was present to represent the case. Ms. Wallace presented a presentation regarding the proposed development.

Ms. Wallace stated that under the existing zoning, the property could be developed today and the proposed zoning request doesn’t add any additional uses to the development. The proposed development will reconfigure the layout of the allowed uses, allowing for more industrial than what is currently allowed. She stated that the proposed industrial would run along the railroad and the highway and near the gas line and high voltage electric lines, which would be attractive to desirable employees. The new design would create a built-in buffer between industrial and residential homes using a future collector road and the FEMA-mapped floodplain.

Ms. Wallace further stated that City Council has already approved the Future Land Use Map amendment that was required prior to submitting this rezoning request. Staff is also recommending approval of the request and the current PUD standards have been a collaboration between staff and the developer, to address staff’s concerns.

Ms. Wallace further explained how the industrial development will be screened from the residential homes and the available infrastructure that will act as a buffer. She explained how this development will meet Killeen’s housing demand and the proposed amenities.

There was a clarification about how this request will increase the allowable area for industrial land uses.

There was a discussion on how this proposed development will address the current needs of the City of Killeen and how it could assist with creating more marketability for north Killeen for future developments.

Chairman Purifoy opened the public hearing at 5:21 p.m.

With no one wishing to speak, the public hearing was closed at 5:22 p.m.

There was discussion about the surrounding area and concerns about adding more residential developments, while being perceived as a current food desert. Further discussion on how this development could draw future developments, such as grocery stores.

Commissioner Cooper moved to recommend approval of the applicant's request as presented. Commissioner Jones seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE NO. 26-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 302.42 ACRES OUT OF THE V L EVANS SURVEY, ABSTRACT NO. 288 FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND “M-1” (MANUFACTURING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT) WITH “SF-2” (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND “M-1” (MANUFACTURING DISTRICT); 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, Republic Engineering, on behalf of Boghosian, Philip Living Trust & Sagaser, Howard 401K Plan and Boghosian, Philip Living Trust & Sagaser, Watkins & Wieland 401k, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 302.42 acres, out of V L Evans Survey, Abstract No. 288. The subject property is located along North Roy Reynolds Drive, Killeen, Texas, from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to PUD (Planned Unit Development) with “SF-2” (Single-Family Residential District) and “M-1” (Manufacturing District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 8, 2026, duly recommended approval of the application for amendment;

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 3:00 P.M., on August 4, 2026, 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 approximately 302.42 acres, out of V L Evans Survey, Abstract No. 288. The subject property is located along North Roy Reynolds Drive, Killeen, Texas, from "R-1" (Single-Family Residential District) and "M-1" (Manufacturing District) to PUD (Planned Unit Development) with "SF-2" (Single-Family Residential District) and "M-1" (Manufacturing District).

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 4th day of August 2026, 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:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #26-08

Ord. #26-____

March 27, 2026

Wallis Meshier, Executive Director
Planning & Services Department
City of Killeen
200 East Avenue D
Killeen, Texas 76541

RE: Santa Fe Planned Unit Development (PUD) Request – Approximately 302 Acres Located Near N. Roy Reynolds Drive and Roy Smith Drive

Dear Ms. Meshier,

As the authorized representative of the owner of approximately 302 acres of land located near the intersection of N. Roy Reynolds Drive and Roy Smith Drive in Killeen, Texas (the “Property”), I respectfully submit this request for approval of the Santa Fe Planned Unit Development (PUD). The request is organized consistent with the City’s zoning application requirements.

Reason for Request and Proposed Use of the Property

The purpose of the PUD is to establish a coordinated development framework that allows both residential and industrial uses on the Property in a manner consistent with the City’s long-term land use plan. The proposed development consists of approximately 171 acres of residential development and park/open space and approximately 131 acres of industrial development. The residential component is anticipated to include approximately 536 single-family and two-family lots, developed under a single-family base district framework with two-family uses permitted pursuant to the PUD standards. The residential areas will include internal open space and privately maintained parkland. The industrial component will allow uses permitted in the M-1 district, subject to limited exclusions, and is anticipated to accommodate approximately 1.2 million square feet of industrial and related employment space.

Impact on Surrounding Properties

The proposed PUD is designed to create an orderly transition between surrounding zoning districts and existing development patterns. As shown on the City’s zoning map, the Property is adjacent to existing residential zoning (SF-2 and R-2) and manufacturing zoning (M-1 and M-2). The industrial portion of the Property is oriented along and fronting N. Roy Reynolds Drive, a major roadway, consistent with existing M-1 and M-2 zoning in the area. Locating the industrial component along this corridor provides appropriate access and visibility while minimizing impacts to interior residential areas. The residential component is located adjacent to existing residential zoning and neighborhoods, creating continuity in development pattern and scale. The PUD includes screening, landscaping, setback, and street layout provisions to ensure that the industrial and residential components are appropriately

separated and buffered. As designed, the development will not create incompatible land use impacts and will be supported by existing and planned infrastructure serving the area.

Consistency with the Future Land Use Map (FLUM)

The City's Future Land Use Map designates the Property for Residential Mix and Industrial uses, as depicted on the adopted FLUM. The proposed PUD directly implements these designations by allocating residential development to the Residential Mix portions of the Property and industrial development to the areas designated Industrial. Accordingly, the requested PUD is consistent with the FLUM and advances the Comprehensive Plan's objectives of providing housing variety, supporting economic development, and ensuring compatible transitions between land uses.

For these reasons, the owner respectfully requests approval of the Santa Fe Planned Unit Development as submitted.

Sincerely,

Joseph Theirot
Republic Engineering
Authorized Representative for Owner

SANTA FE PUD DEVELOPMENT STANDARDS

I. BASE DISTRICTS

The Property shall have the following base districts for reference and interpretation of standards:

1. SF-2 (Single-Family Residential District) – governing detached dwellings on individual lots.
2. M-1 (Manufacturing District) – governing manufacturing uses.

Except as otherwise provided herein, development will comply with all standards applicable to the base district.

II. PERMITTED USES

1. SF-2 Area-Uses Permitted by Right
 - a. All uses permitted by right in the SF-2 (Single-Family Residential) District under the City of Killeen Zoning Ordinance, as amended, are permitted within the SF-2 Area of this PUD.
 - b. In addition, two-family dwellings are permitted by right within the SF-2 Area.
2. M-1 Area-Uses Permitted by Right
 - a. All uses permitted by right in the M-1 (Manufacturing) District under the City of Killeen Zoning Ordinance, as amended, are permitted within the M-1 Area of this PUD, except the following uses, which are expressly prohibited:
 - i. petroleum products wholesale storage;
 - ii. feed mill;
 - iii. sewage treatment plant; and
 - iv. crematoriums.
 - b. Any Distillation Tower within the M-1 Area is subject to the following conditions:
 - i. No Distillation Tower shall be constructed or operated within four hundred (400) feet of any property located in a residential zoning district, as measured from the nearest point of the structure housing or supporting the Distillation Tower to the nearest residential district boundary line. For purposes of this subsection, "residential zoning district" includes any SF, MF, or equivalent residential classification under the City of Killeen Zoning Ordinance, as amended. This setback requirement shall be shown on any applicable site plan submitted for a Distillation Tower use.

- ii. The distillation tower shall not exceed seventy-five feet (75') in height, measured from the top of the finished concrete slab at the base of the tower to the highest point of the tower or any attached equipment, appurtenance, platform, railing, vent, stack, or other projection.

For purposes of this ordinance, “Distillation Tower” means a vertical process vessel used in chemical, petrochemical, or industrial operations to separate, purify, or recover components of liquid mixtures, including solvents, through thermal separation processes involving vaporization and condensation.

III. DEVELOPMENT STANDARDS AND VARIANCES TO DEVELOPMENT STANDARDS

Except as modified herein, development within the area shown as SF-2 on the Concept Plan (attached as Exhibit A, Sheet 1) shall comply with the standards of the base district:

1. SF-2 Area Variances

a. *Size of yard requirements.*

- i. *Front yard.* There shall be a front yard having a depth of not less than fifteen (15) feet. Where lots have double frontage running through from one street to another, the required front yard shall be provided on both streets.
- ii. *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet. A side yard adjacent to a side street shall not be less than fifteen (15) feet.
- iii. *Rear yard.* There shall be a rear yard having a depth of not less than ten (10) feet.
- iv. *Applicability to Two-Family Dwellings.* The front, side, and rear yard requirements set forth in this subsection shall apply to all principal structures within the SF-2 Area, including buildings containing two (2) dwelling units.

b. *Size of lot requirements.*

- i. *Lot area:* The minimum site area shall be 4,000 square feet.
- ii. *Lot width:* The minimum lot width shall be not less than forty (40) feet at the front street building line.
- iii. No building containing two (2) dwelling units shall be constructed on a lot of less than 7,000 square feet or on a lot with a width of less than sixty (60) feet at the front street building line or a depth less than one hundred ten (110) feet.

The areas shown as M-1 on the Concept Plan shall follow the standards in Killeen Zoning Ordinance Sections 31-417 and 31-418:

1. M-1 Area Standards:

a. *Height*: The height regulations for the district "M-1" manufacturing district shall be the same as district "B-2."

b. *Area Regulations*:

i. *Size of yards*. The size of yards in the district "M-1" manufacturing district shall be as follows:

1. *Front yard*. Where none of the frontage on either side of the street between two (2) intersecting streets is located in an "R" district, no front yard is required. Where the frontage on one (1) side of the street between two (2) intersecting streets is located partly in district "M-1" and partly in an "R" district, the front yard shall conform to the "R" district regulations for a distance of not less than three hundred (300) feet from the district boundary. Where a front yard is required along the frontage on one (1) side of a street, the front yard requirements of the property directly opposite on the other side of the street shall be not less than twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "M-1."

2. *Side yards*. No side yard is required except that a side yard or a side street yard of not less than twenty-five (25) feet in width shall be provided on the side of the lot adjoining or across a side street from an "R" district. No parking, storage or similar use shall be allowed in required side yards or side street yards in district "M-1."

3. *Rear yards*. No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from an "R" district, except that such yard requirement shall not apply where the property in the "R" district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "M-1" within twenty-five (25) feet of the rear property line.

ii. *Size of lot*. The size of lots in the district "M-1" manufacturing district shall be the same as district "B-2."

iii. *Lot coverage*. Lot coverage in the district "M-1" manufacturing district shall be the same as district "B-2."

IV. RESIDENTIAL LOT SIZE VARIETY REQUIREMENTS, PLAN REPETITION REQUIREMENTS, AND HEIGHT ADJACENCY REQUIREMENTS

1. The areas shown as SF-2 on the Concept Plan shall include a mix of single-family and two-family residential uses and will have the following mix of lot widths and uses based on percentage of total SF-2 land area excluding land designated as park/open space/drainage on the Concept Plan, not on percentage of lots:
 - a. Between 20-50% single-family residential with a minimum width of forty (40) feet and maximum width of forty-nine (49) feet;
 - b. Between 20-50% single-family residential with a minimum width of fifty (50) feet; and
 - c. Between 0-30% two-family residential with a minimum width of sixty (60) feet.
2. The combined percentages in Subsections (1)(a)–(c) shall equal one hundred percent (100%) of the total SF-2 land area described in Subsection (1).
Compliance with the percentage requirements in Subsections (1)(a)–(c) shall be measured across the SF-2 areas shown on the Concept Plan as a whole, and individual residential phases are not required to independently meet such percentage requirements.
3. A typical lot size for each lot type described above is shown on Exhibit A, Sheet 2 (Typical Lot Dimensions); provided, however, that lots categorized as forty (40) foot lots may range from forty (40) feet to less than fifty (50) feet in width.
4. A house elevation shall not be placed within three (3) lots on the same side of the street, or directly across the street from one another.
5. All lots whose side or rear lot line is adjacent to a side street shall be one (1) story.

V. RESIDENTIAL LANDSCAPING REQUIREMENTS

1. Each residential lot shall be landscaped per the City of Killeen Zoning Ordinance Section 31-882, as of the date of the approved PUD, with the following additions:
 - a. All newly planted trees used for landscape credit shall be at least one and a half (1.5) caliper inches.
 - b. All two-family structures shall have one (1) front yard tree.
 - c. Existing trees to be used for landscape credit shall be in a healthy physical state, shall measure at least one and a half (1.5) caliper inches. If credit is sought for existing trees, a tree survey identifying the location, species, and caliper of each tree for which credit is sought shall be submitted with the construction plans for the applicable phase. Credit for existing trees shall be applied at the time of final inspection for the applicable phase.
 - d. The planting of St. Augustine grass is prohibited.

VI. MANUFACTURING LANDSCAPING REQUIREMENTS

1. Each nonresidential lot shall be landscaped per the City of Killeen's standards for their respective underlying base district, as of the date of the approved PUD, with the following additions:
 - a. Existing trees measuring at least four (4) caliper inches on any tract shown as Parks and Green Space on Exhibit A, Sheet 4 shall count toward the trees required per City of Killeen Zoning Ordinance Section 31-893. If credit is sought for existing trees, a tree survey identifying the location, species, and caliper of each tree for which credit is sought shall be submitted with the construction plans for the applicable phase. Credit for existing trees shall be applied at the time of final inspection for the applicable phase.
 - b. Landscaping requirements for the M-1 Area are further illustrated on Exhibit B (Manufacturing Landscaping Requirements and Street Tree Requirements), attached hereto and incorporated herein by reference.

VII. STREET TREES

1. Street trees will be planted per the City of Killeen's standards for street trees for each underlying base district, as of the date of the approved PUD, with the following modifications:
 - a. All hardwood trees retained shall be credited towards any current or future Street Tree requirement, if applicable to this development, on an inch-per-inch basis. The total credit for trees retained may be applied to reduce the amount of street trees required on non-collector streets adjacent to residential lots. If credit is sought for existing trees, a tree survey identifying the location, species, and caliper of each tree for which credit is sought shall be submitted with the construction plans for the applicable phase. Credit for existing trees shall be applied at the time of final inspection for the applicable phase.
 - b. All collector streets shall have one (1) street tree per lot or every sixty (60) feet if not adjacent to residential lots.
 - c. Street trees shall be planted halfway between the back-of-curb and sidewalk, or street trees may be planted outside of the right of way and more than ten (10) feet behind the right of way.
 - d. Street trees are to be planted after driveway construction for each individual residential lot.
 - e. Street tree requirements along the collector street are further illustrated on Exhibit B (Manufacturing Landscaping Requirements and Street Tree Requirements). Along the collector street adjacent to the M-1 development, street tree spacing shall not exceed sixty (60) feet on center between the trees on the same side of the street prior to the development of the M-1 site. When the M-1 site is developed by the end user, street tree spacing shall comply with the requirements illustrated on Exhibit B (Manufacturing Landscaping Requirements and Street Tree Requirements).
 - f. Street trees may be small-type trees, as defined in Section 31-892 of the Killeen Zoning Ordinance, with a minimum of one-half (0.5) caliper

inches. All other required trees must have a minimum of one and one-half (1.5) caliper inches.

VIII. M-1 SCREENING REQUIREMENTS

1. Screening will comply with the City of Killeen's Zoning Ordinance Sections 31-280 and 31-420, as of the date of the approved PUD, with the following modifications:
 - a. No screening device shall be required between the M-1 Development and Open Space/Drainage (on Exhibit A, Sheet 1, between the M-1 Tracts and any tracts labeled for Park, Drainage, and/or Open Space).
 - b. Property located in the M-1 district shall not be considered to be "abutting residentially zoned property" where the M-1 tracts are separated from a residential zoning district by a collector street and/or by FEMA-mapped floodplain.

IX. FENCING REQUIREMENTS

1. Fencing will comply with the City of Killeen's Zoning Ordinance fencing requirements, with the following modifications:
 - a. All fencing shall not exceed six (6) feet in height and all fencing shall be constructed of pre-stained wood or wood-based material, except:
 - i. All residential development that is bounded on any side by a collector street shall provide a six (6) foot perimeter masonry wall along the side and rear property lines abutting that roadway, as shown on Exhibit A, Sheet 4 (Park & Fencing Plan).
 - ii. Any security fencing in the M-1 base district may comply with City of Killeen Zoning Ordinance Section 31-858(e).

X. PARK AND OPEN SPACE

1. The park/open space shown on Exhibit C shall be private HOA-owned and maintained parkland with minimum six (6) foot-wide neighborhood trails.
2. The private HOA-owned parkland may satisfy one hundred (100) percent of the parkland dedication acreage requirement for the development, depending on the proposed amenities and subject to final City verification and approval.
3. The park development fee may be offset, in whole or in part, by the value of eligible park improvements and amenities constructed within the private HOA-owned parkland, as approved by the City and documented in a Park Development Agreement prior to final plat approval, in accordance with one of the following options:
 - a. The trail shall be constructed using decomposed granite and the full park development fee shall be paid to the City; or
 - b. The trail shall be constructed using concrete that meets ADA and TAS requirements, shall include an accessible route to primary amenities, and shall comply with applicable TDLR/TABS registration and RAS

review/inspection requirements, where required, with an approved value equal to or exceeding the required park development fee, in which case the park development fee shall be deemed satisfied in full. If the approved value of such improvements is less than the required park development fee, the deficiency shall be paid to the City prior to or at final plat approval.

XI. RESIDENTIAL ARCHITECTURAL STANDARDS

1. All new single-family and two-family structures shall follow the City of Killeen's Architectural Standards in effect at the time of PUD approval except as modified herein.

XII. STREET LAYOUT AND SIDEWALKS

1. The collector street will comply with the City of Killeen's width requirements for collector streets then shall transition to local street width at the T-intersection, as shown on the attached Concept Plan.
2. On the collector street, sidewalks will only be required on one side and will be at least six (6) feet wide.
3. The cross sections for collector and local streets set forth on Exhibit A, Sheet 2 are hereby approved and deemed to comply with all applicable City of Killeen standards and shall govern the design and construction of such streets, notwithstanding any conflicting City standards.
4. Recommendations from the required Traffic Impact Analysis shall be incorporated into the final street designs.
5. The construction plans for the final phase of the M-1 lots shall include a design for a vehicular turnaround. The turnaround shall be designed to allow vehicles to reverse direction within the M-1 development such that trucks or other commercial traffic are prevented from entering the residential area.

XIII. PARKING

1. Limited overflow parking along the 45.57 acre tract (Park, Drainage, and Open Space, as shown on Exhibit A, Sheet 1) shall be allowed as needed.
2. The minimum depth of an off-street parking space located within the front yard shall be equal to the required front yard setback for the lot.

XIV. PHASING

1. Development of the Property may occur in multiple phases, as shown on Exhibit A, Sheet 3 (Phasing Plan).
2. The Residential portion of this PUD is proposed to be constructed in three (3) phases.

3. The Industrial portion of this PUD is proposed to be constructed in three (3) phases; however, based on the timing of the Residential Phases and/or the needs of end users of the Industrial sites, the Industrial portion may be developed in more or fewer phases.
4. The Residential Phases and the Industrial Phases shall operate independently. The timing, sequencing, commencement, and completion of any Residential Phase shall not be contingent upon the commencement or completion of any Industrial Phase, and vice versa.

XV. OWNERS' ASSOCIATION

A Property Owners Association ("Association") shall be established prior to recordation of the first final plat for residential uses within the Property. The Association shall own and be responsible for the perpetual maintenance of all common open space, private drives, landscaping, stormwater detention facilities, and other amenities not accepted for public maintenance. Covenants establishing the Association shall be submitted to the City for review and approval before recordation. A commercial Property Owners Association may also be established to perform the same function within the non-residential portions of the project, the covenants for which will also be submitted to the City for review and approval before recordation.

XVI. CONFORMANCE WITH CONCEPT PLAN/MINOR ADJUSTMENTS

Development shall substantially conform to Exhibit A. The Planning Director may approve a minor revision to the approved Concept Plan if the director determines that the minor revision complies with the requirements of this section. An applicant shall request a minor revision in an application submitted to the Planning Director.

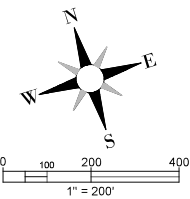
1. A minor revision may not:
 - a. remove a property restriction or subdivision note;
 - b. modify a waiver or variance;
 - c. change an easement, except with the director's approval; or
 - d. affect property outside the preliminary plan.
2. Except as provided in subsection (1), a minor revision may:
 - a. change lot size or configuration so long as the changes meet the area regulations and other standards in the approved PUD;
 - b. change street width, with approval from the Planning Director;
 - c. change street layout, with approval from the Planning Director;
 - d. increase the number of dwelling units by no more than ten (10) percent in each zoning district;
 - e. increase the number of lots by no more than ten (10) percent in each zoning district;

- f. change the location of amenities, lighting, common spaces, and open spaces;
 - g. change the location and distribution of lot widths within the SF-2 areas as shown on the Concept Plan, provided the percentage requirements set forth in Section IV(1)(a)–(c) are maintained; and
 - h. revise the boundaries, sequencing, or timing of Residential Phases and/or revise the boundaries, sequencing, timing, or number of Industrial Phases as shown on Exhibit A, Sheet 3 (Phasing Plan), provided the revised phasing otherwise complies with the development standards.
- 3. The Planning Director may determine that other changes similar in scope and effect to those described in subsection (2) are minor revisions.
- 4. The Planning Director shall either approve, approve with conditions, or disapprove with reasons a minor revision not later than the 30th day after the revision is submitted in writing. A condition for approval or reason for disapproval must be in writing and may not be arbitrary. A minor revision is approved unless the application is approved with conditions or disapproved with reasons within the 30-day period.

XVII. GENERAL COMPLIANCE

The property within the PUD shall comply with the requirements set forth in Killeen City Code, except as modified in this document. In accordance with Local Government Code Chapter 245, the developer may take advantage of recorded subdivision plat notes, recorded restrictive covenants, or a change to the laws, rules, regulations, or ordinances of Killeen that enhance or protect the project.

LOT TABLE			
BASE ZONING		ACRES	# LOTS
SF-2	40' LOTS	32.59	188
	50' LOTS	48.67	219
	60' 2-FAM LOTS	33.37	129
	OPEN SPACE	56.25	2
M-1		131.54	3
TOTAL		302.42	541



- NOTES:**
- SANTE FE PUD IS A MIXED USE PROJECT LOCATED ON EAST SIDE OF N. ROY REYNOLDS DR AND SOUTH OF E. RANCIER AVE.
 - ZONING ACREAGE
 - SF-2: 170.88 AC
 - 40' LOTS: 32.59 AC
 - 50' LOTS: 48.67 AC
 - 60' 2-FAMILY LOTS: 33.37 AC
 - OPEN SPACE/PARK: 56.25 AC
 - M-1: 131.54 AC
 - TOTAL: 302.42 AC
 - THE RESIDENTIAL PORTION OF THIS PUD IS PROPOSED TO BE CONSTRUCTED IN 3 TOTAL PHASES. SEE PHASING SHEET FOR DETAILS. THE PUD HAS 4 ACCESS POINTS. ON THE NORTH SIDE THERE ARE 3 ACCESS POINT TO THE REYNOLDS CROSSING SUBDIVISION. ON THE WEST SIDE THERE IS 1 ACCESS POINT TO N. ROY REYNOLDS DR.
 - THE ENTRANCE OFF OF N. ROY REYNOLDS DR WILL BE A COLLECTOR GRADE ROAD FROM N. ROY REYNOLDS DR. TO THE FIRST INTERSECTION WITH A LOCAL STREET PAST THE END OF THE M-1 BASE ZONING AREA.
 - ALL OTHER STREETS WILL BE LOCAL STREETS. APPROXIMATELY 45 ACRES OF PARK / OPEN SPACE IS PROPOSED WITH THIS PUD. SEE THE PARK PLAN SHEET FOR DETAILS.
 - ALL CONTOURS SHOWN ARE 5' CONTOURS. SEE ADDITIONAL PUD DOCUMENT FOR DETAILED SPECIFICATIONS.
 - ALL PEDESTRIAN EASEMENTS WILL BE MAINTAINED BY THE HOA.

LEGEND

- PROPERTY BOUNDARY
- ZONING BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

1	ORIGINAL RELEASE	03/16/2025
REV.	DESCRIPTION	DATE



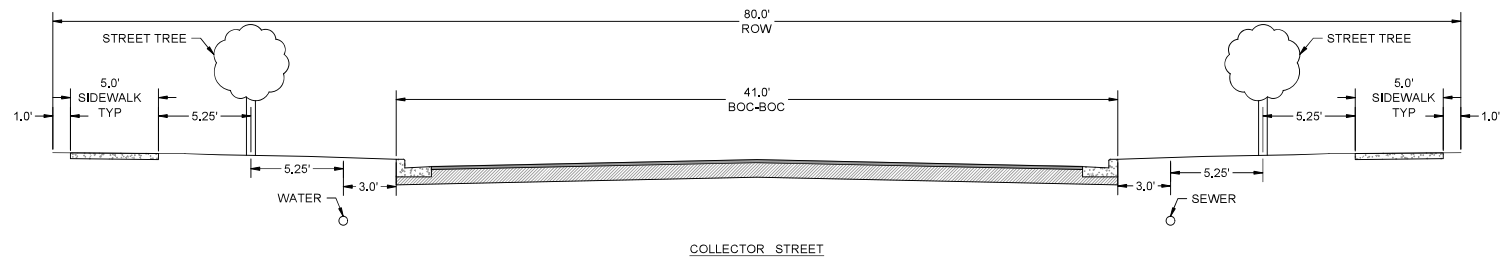
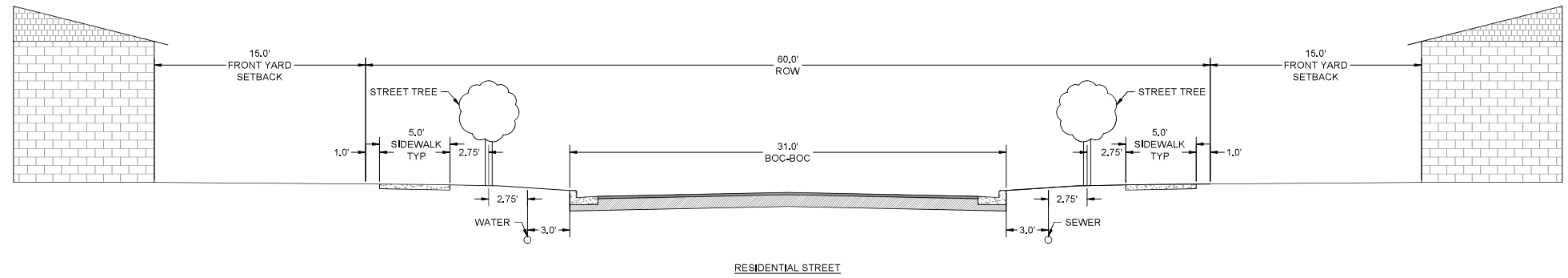
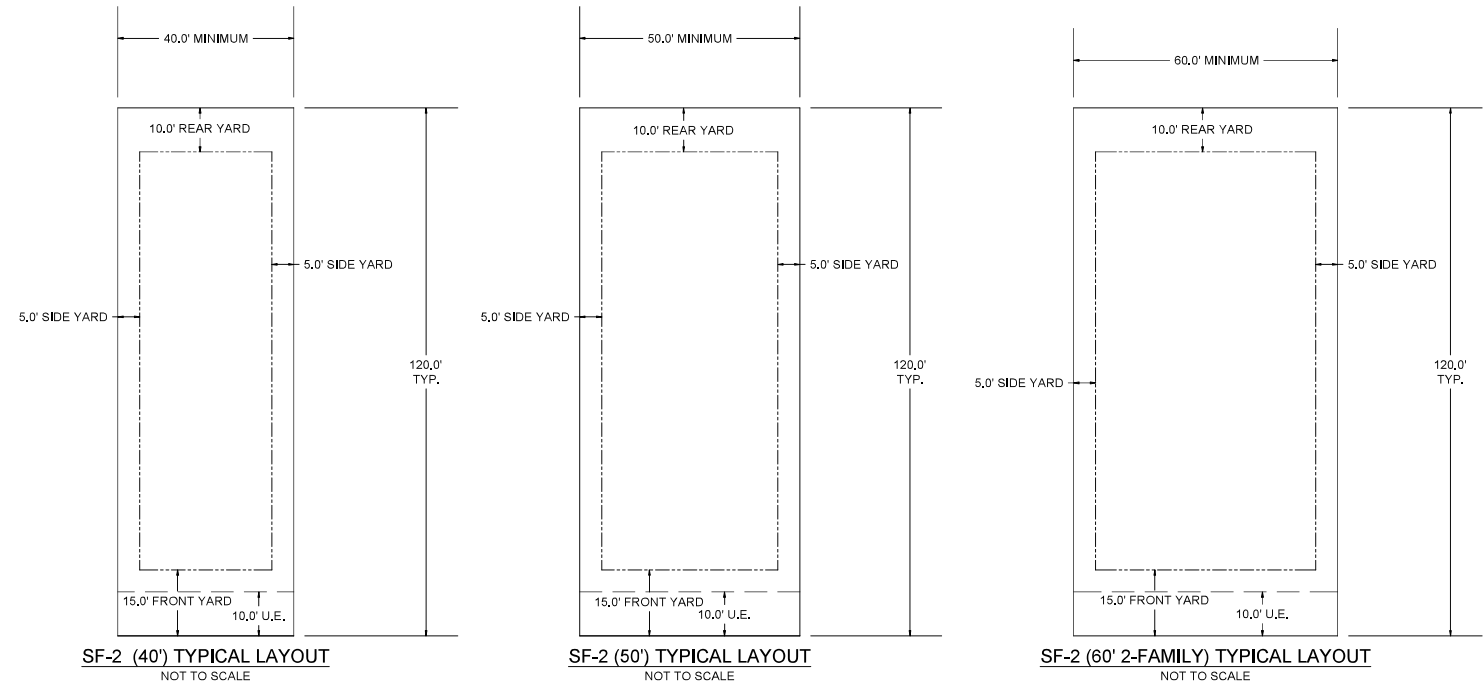
SANTE FE PUD

CONCEPT PLAN

SIGNATURE DATE

PM	JAT
DESIGN	JAT
DRAFTED	JAT
CHECKED	JAT
PROJECT #	23-073-001
DRAWING #	1

NOTES:
1. STREET TREES TO MEET REQUIREMENTS SET FORTH IN THE PUD.



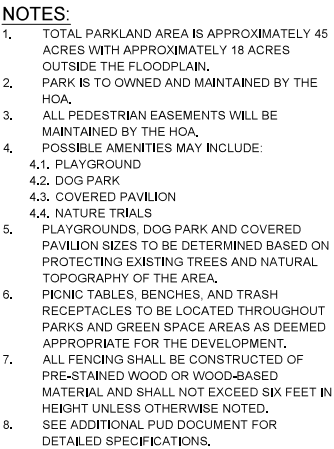
1	ORIGINAL RELEASE	03/16/2025
REV.	DESCRIPTION	DATE



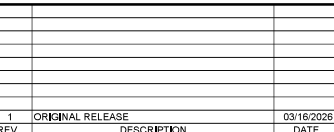
SANTE FE PUD

TYPICAL LOT & STREET DIMENSIONS

SIGNATURE	DATE
PM	JAT
DESIGN	JAT
DRAFTED	JAT
CHECKED	JAT
PROJECT #	23-073-001
DRAWING #	2



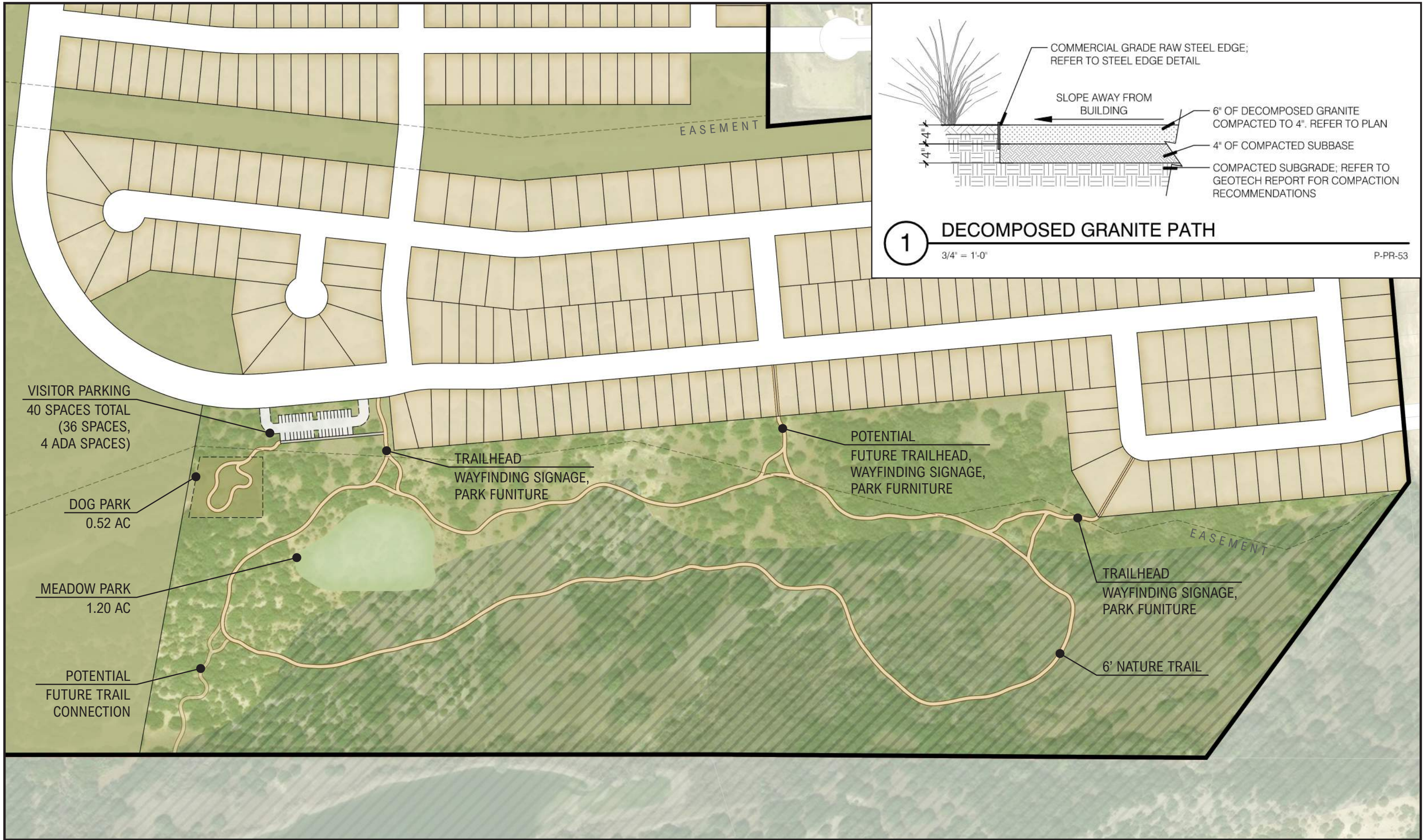
- NOTES:**
1. TOTAL PARKLAND AREA IS APPROXIMATELY 45 ACRES WITH APPROXIMATELY 18 ACRES OUTSIDE THE FLOODPLAIN.
 2. PARK IS TO OWNED AND MAINTAINED BY THE HOA.
 3. ALL PEDESTRIAN EASEMENTS WILL BE MAINTAINED BY THE HOA.
 4. POSSIBLE AMENITIES MAY INCLUDE:
 - 4.1. PLAYGROUND
 - 4.2. DOG PARK
 - 4.3. COVERED PAVILION
 - 4.4. NATURE TRIALS
 5. PLAYGROUNDS, DOG PARK AND COVERED PAVILION SIZES TO BE DETERMINED BASED ON PROTECTING EXISTING TREES AND NATURAL TOPOGRAPHY OF THE AREA.
 6. PLANKING, TABLES, BENCHES, AND TRASH RECEPTACLES TO BE LOCATED THROUGHOUT PARKS AND GREEN SPACE AREAS AS DEEMED APPROPRIATE FOR THE DEVELOPMENT.
 7. ALL FENCING SHALL BE CONSTRUCTED OF PRE-STAINED WOOD OR WOOD-BASED MATERIAL AND SHALL NOT EXCEED SIX FEET IN HEIGHT UNLESS OTHERWISE NOTED.
 8. SEE ADDITIONAL PUD DOCUMENT FOR DETAILED SPECIFICATIONS.



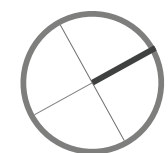
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	DESIGN	JAT
	DRAFTED	JAT
	CHECKED	JAT
	PROJECT #	23-073-001
DRAWING #		
4		

EXHIBIT B
INDUSTRIAL LANDSCAPING AND
COLLECTOR STREET TREE STANDARDS

1. Street trees will follow applicable standards from Section 26-109 with these modifications:
 - a. Street trees shall be provided from the list of recommended quality canopy tree species in Section 31-892.
 - b. Street trees shall be a minimum of three caliper inches (3") in size as measured four feet (4') from the ground surface, be a minimum of ten feet (10') in height at the time of planting, and shall be planted in a permeable area not less than six feet (6') in diameter.
2. Non-residential uses will follow the landscaping standards of the UD and CD zoning districts from Section 31-886, with these modifications:
 - a. At a minimum, seventy-five percent (75%) of the required landscaping should be located in the front of the building and/or on sides of the building that front public rights-of-way.
 - b. Newly planted trees shall be a minimum of three caliper inches (3") in size as measured four feet (4') from the ground surface, be a minimum of ten feet (10') in height at the time of planting, and shall be planted in a permeable area not less than six feet (6') in diameter.
 - c. Newly planted trees shall be provided from the list of recommended quality canopy tree species in Section 31-892.
3. Parking lots will follow the landscaping standards from Section 31-887, with these modifications:
 - a. Landscape islands, peninsulas and medians may not be included in calculating the minimum required street yard landscaping.
 - b. A parking space shall not be located further than fifty feet (50') from a landscaped area or shade tree.
 - c. Shade trees shall be provided from the list of recommended quality canopy tree species in Section 31-892.

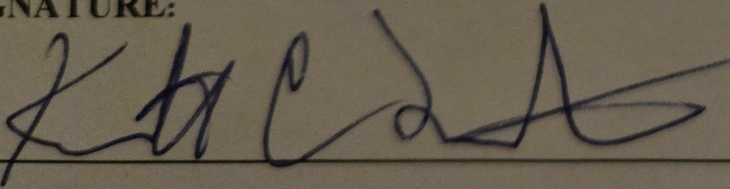


SANTA FE PUD
PARK PLAN & VISION
MAY 8, 2026



may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: **City of Killeen, Planning Division, 200 E. Avenue D, Suite 6, Killeen, Texas 76541.** To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of the property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than **12:00 p.m., June 8, 2026.** After the Planning and Zoning meeting, this matter will be forwarded to the City Council Workshop (for review) on **July 21, 2026 at 3:00 p.m.,** followed immediately by the City Council Meeting (for voting) **in Council Chambers, at City Hall, 101 North College Street, Killeen, Texas,** where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

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

YOUR NAME: Kenneth Martin	PHONE NUMBER: 810 423 7582
CURRENT ADDRESS: 9245 Ridge Rd Goodrich MI 48438	
ADDRESS OF PROPERTY OWNED: 500-508 N. Roy Reynolds Dr.	
COMMENTS: I am OPPOSED to the change My property has already been damaged, with a portion of it not accessible due to EXCESSIVE water runoff created by the residential development to the North, my land bridge/culvert was washed away leaving a 3-5 foot deep ravine. If the subject parcel is allowed to be developed into Residential it will make the water runoff problem I am experiencing WORSE! This land has been zoned industrial for a long time and it needs to be used that as industrial. There is a shortage of industrial developable property and we should not give any of it up.	
SIGNATURE: 	REQUEST: "R-1" & "M-1" to PUD w/"SF-2" & "M-1" uses Z26-08/015

CASE #Z26-08:
“R-1” & “M-1” TO “PUD”

PH-26-023

August 4, 2026

Case #Z26-08: “R-1” & “M-1” to “PUD”

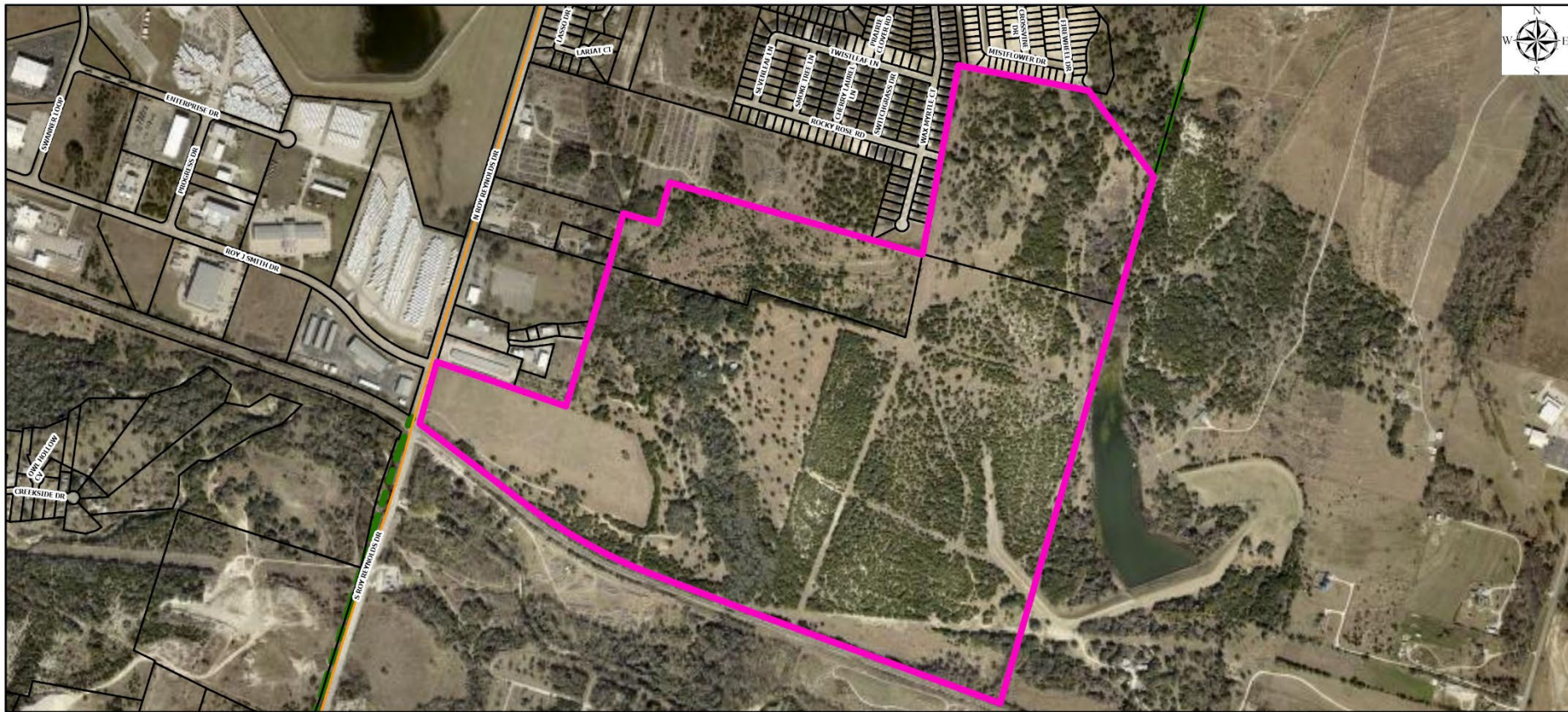
2

- Hold a public hearing and consider a request submitted by Republic Engineering on behalf of Boghosian, Philip Living Trust & Sagaser, Howard 401 K Plan (**Case #Z26-08**) to rezone approximately 302.42 acres out of V L Evans Survey, Abstract No. 288 from “R-1” (Single-Family Residential District), “M-1” (Manufacturing District), and “M-2” (Heavy Manufacturing District) to PUD (Planned Unit Development) with “SF-2” (Single-Family Residential District) and “M-1” (Manufacturing District) uses.

Case #Z26-08: “R-1” & “M-1” to “PUD”

3

- The subject property is generally located on the east side of North Roy Reynolds Drive, east of the intersection of Roy J. Smith Drive, Killeen, Texas.



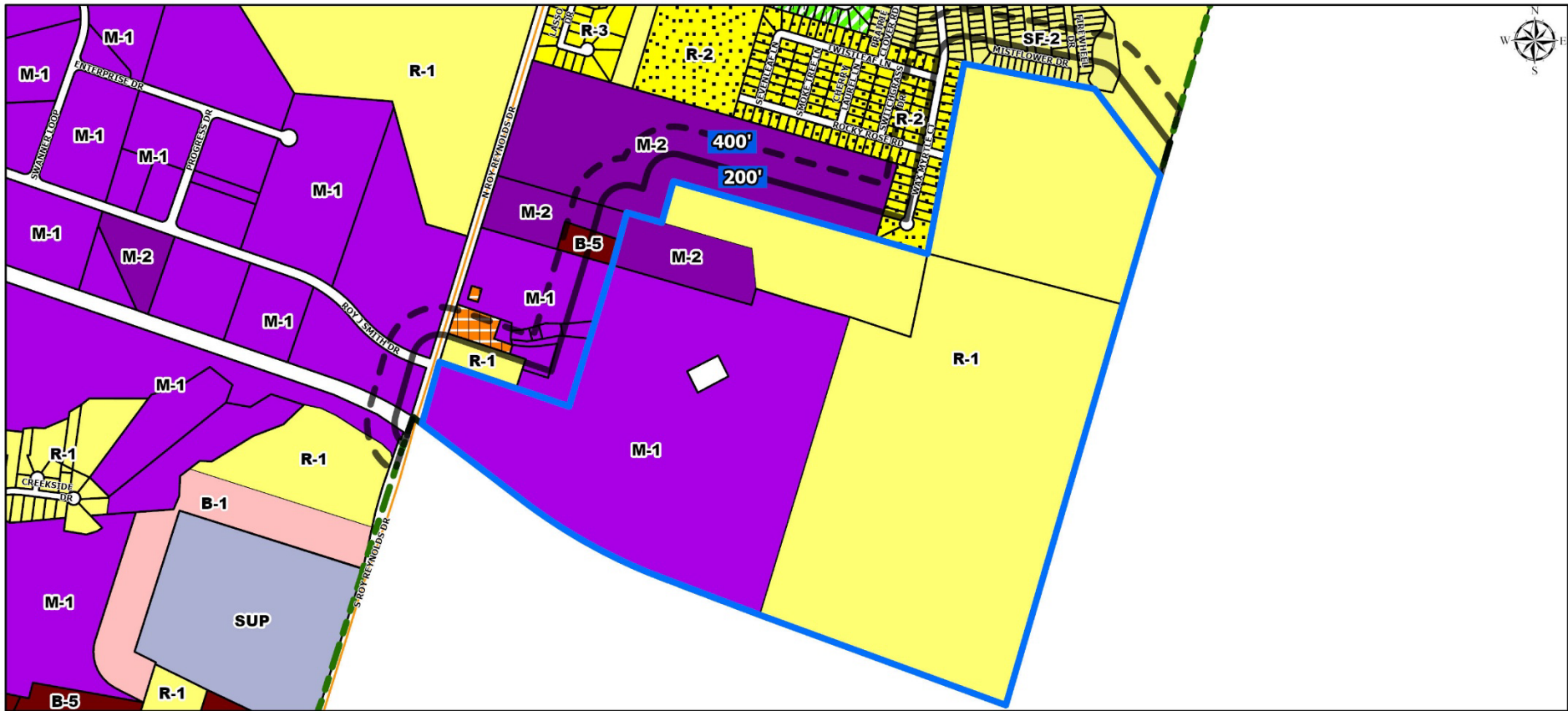
AERIAL MAP
Council District: 1
0 200 400
Feet

Zoning Case 2026-08

R-1, M-1 & M-2 TO PUD W/ SF-2 & M-1

Legend
 Zoning Case

Subject Property Legal Description: A0288BC V L EVANS, 19, ACRES 48.944; A0288BC V L EVANS, 19, ACRES 221.242; A0288BC V L EVANS, 10-3, 10-6, ACRES 31.981



ZONING MAP

Council District: 1

0 200 400

Feet

Zoning Case 2026-08

R-1, M-1 & M-2 TO PUD W/ SF-2 & M-1

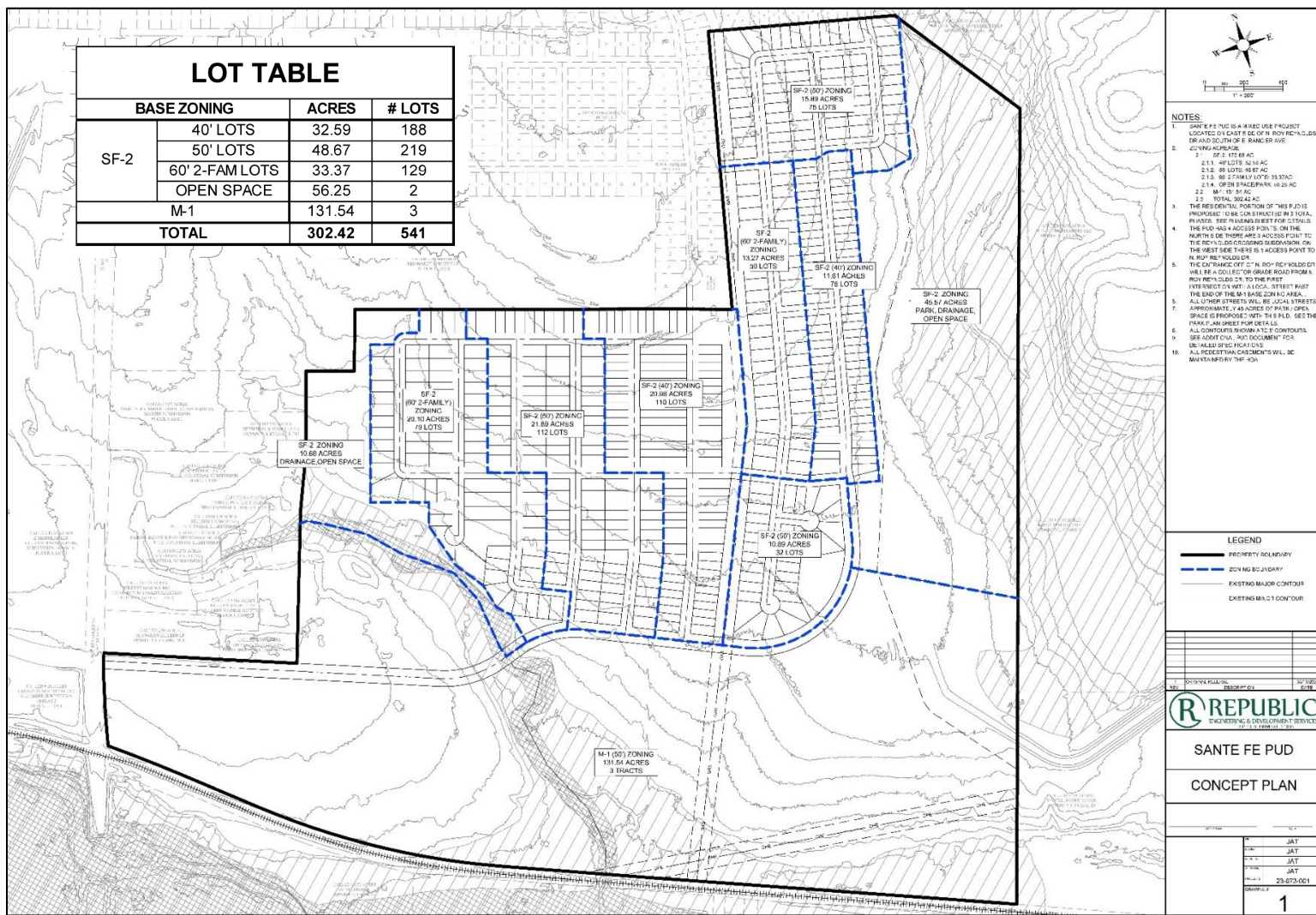
Subject Property Legal Description: A0288BC V L EVANS, 19, ACRES 48.944; A0288BC V L EVANS, 19, ACRES 221.242; A0288BC V L EVANS, 10-3, 10-6, ACRES 31.981

Case #Z26-08: “R-1” & “M-1” to “PUD”

7

- The proposed development includes approximately 170.88 acres of underlying “SF-2” (Single-Family Residential District) and 131.54 acres of underlying “M-1” (Manufacturing District).
- The residential component will include 188 40-foot lots, 219 50-foot lots, 129 60-foot duplex lots, and 56.25 acres of private HOA maintained open space.

LOT TABLE			
BASE ZONING		ACRES	# LOTS
SF-2	40' LOTS	32.59	188
	50' LOTS	48.67	219
	60' 2-FAM LOTS	33.37	129
	OPEN SPACE	56.25	2
M-1		131.54	3
TOTAL		302.42	541



NOTES

1. DAN E P E T S I S A H I E D U E P A C K I T
2. L O N G I N C A S T E R B E D S I N N E W R E D S
3. C O N T A I N S A C C E S S I B I L I T Y T O S T R E E T
4. C O V E R I N G A P P R O X .
5. 2.14 1.00 17.00 AC
6. 2.15 4.00 10.00 32.00 AC
7. 2.16 10.00 10.00 40.00 AC
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LEGEND

-  PROPERTY BOUNDARY
 ZONING BOUNDARY
 EXISTING MAJOR CONTOUR
 EXISTING MAJOR CONTOUR

1	OK 5000 PULLING	30' 1000
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SANTE FE PUD

CONCEPT PLAN

198	198
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JAT

1998, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

1

Case #Z26-08: “R-1” & “M-1” to “PUD”

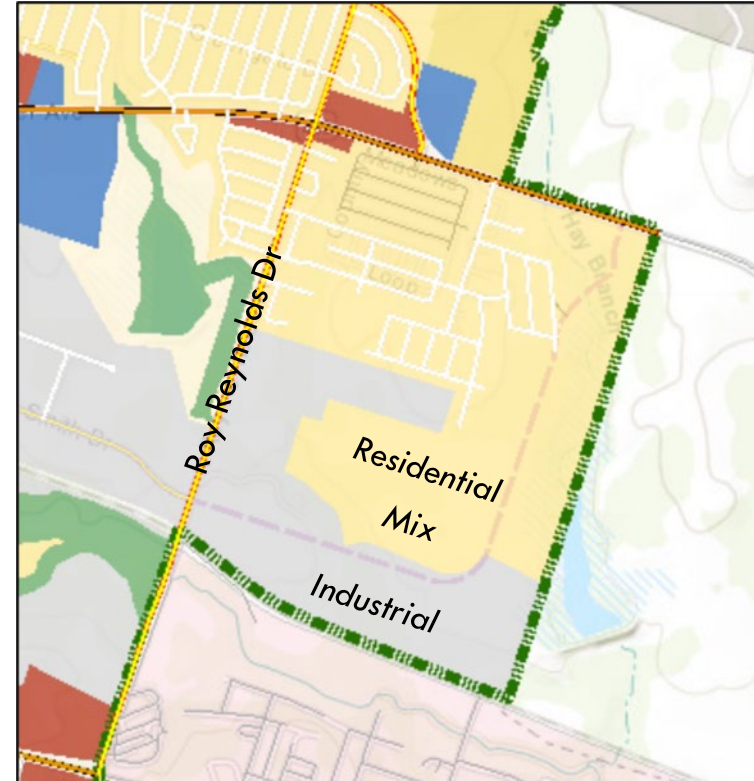
9

- The proposed PUD includes approximately 56 acres of open space, which will be owned and maintained by the HOA. The proposed open space will include a six (6) foot-wide walking trail.
- The proposed private open space will offset the parkland dedication requirements. Eligible park improvements may also be provided within the open space to offset the park development fees.

Case #Z26-08 “R-1” & “M-1” to “PUD”

11

- The property is located within the ‘Controlled Growth’ sector on the Growth Sector Map and designated ‘Residential Mix (RM)’ and ‘Industrial (I)’ on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



Case #Z26-08 “R-1” & “M-1” to “PUD”

12

View facing north along North Roy Reynolds Drive:



Case #Z26-08 “R-1” & “M-1” to “PUD”

13

View of the subject property facing east:



Case #Z26-08 “R-1” & “M-1” to “PUD”

14

View from the subject property facing south on N. Roy Reynolds Dr.:



Case #Z26-08 “R-1” & “M-1” to “PUD”

15

View from the subject property facing west toward Roy J. Smith Drive:



Public Notification

16

- Staff notified the owners of one hundred and twenty-eight (128) surrounding properties regarding this request.
- One (1) response in opposition has been received regarding this request.



RESPONSE MAP

Council District: 1

0 200 400
Feet

Zoning Case 2026-08

R-1, M-1 & M-2 TO PUD W/ SF-2 & M-1
40,700.31 SqFt ÷ 1,742,937.63 SqFt = 2.34% Opposition

Subject Property Legal Description: A0288BC V L EVANS, 19, ACRES 48.944; A0288BC V L EVANS, 19, ACRES 221.242; A0288BC V L EVANS, 10-3, 10-6, ACRES 31.981

Legend

- | | | | |
|-------|-------------|-----|------------|
| B-1 | M-1 | R-1 | SF-2 |
| B-5 | M-2 | R-2 | SUP |
| B-C-1 | PUD | R-3 | City Limit |
| | Zoning Case | | Opposed |

Staff Recommendation

18

- Staff finds that the proposed development provides for industrial uses, as well as a mix of housing types with varying lot sizes, and open space amenities.
- Therefore, staff recommends approval of the applicant's PUD request as presented.

Commission Recommendation

19

- At their regular meeting on June 8, 2026, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-26-024

Hold a public hearing and consider an ordinance amending the City of Killeen Thoroughfare Plan.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Thoroughfare Plan Amendment

BACKGROUND AND FINDINGS:

The City's Thoroughfare Plan establishes the transportation network for the City of Killeen and establishes a framework for the orderly development of roadways to include their alignments, connections, and transportation linkages. As the City grows, it becomes necessary to amend or revise the Thoroughfare Plan accordingly.

The City's current Thoroughfare Plan was adopted by City Council in 2015. The 2015 Plan was subsequently incorporated into and readopted with the Comprehensive Plan in 2022. Staff is recommending an amendment to the current Thoroughfare Plan to address proposed residential and commercial developments.

Action: The extension of Roy J Smith Drive from east of Roy Reynolds Drive and north to East Rancier Avenue (FM 439) will be removed from the Thoroughfare Plan

Current Classification: Proposed Collector

New Classification: Local Street

Reason for change: A requested Planned Unit Development (PUD) for this area includes conditions for street layout and design that will ensure adequate capacity for residential and commercial traffic. The section from Roy Reynolds to the first intersection will be constructed to collector standard per the PUD conditions. Recommendations from a pending Traffic Impact Analysis (TIA) will be followed to ensure the safe and efficient movement of traffic. Future connections to the east or north may not be feasible due to the FEMA flood hazard zone and a flood control structure along Hay Branch Creek.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policies

FINANCIAL IMPACT:

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

This is not applicable.

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 approval of the ordinance amending the City of Killeen Thoroughfare Plan.

At their regular meeting on June 8, 2025, the Planning and Zoning Commission recommended approval of the proposed amendment by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

Development Services

Legal

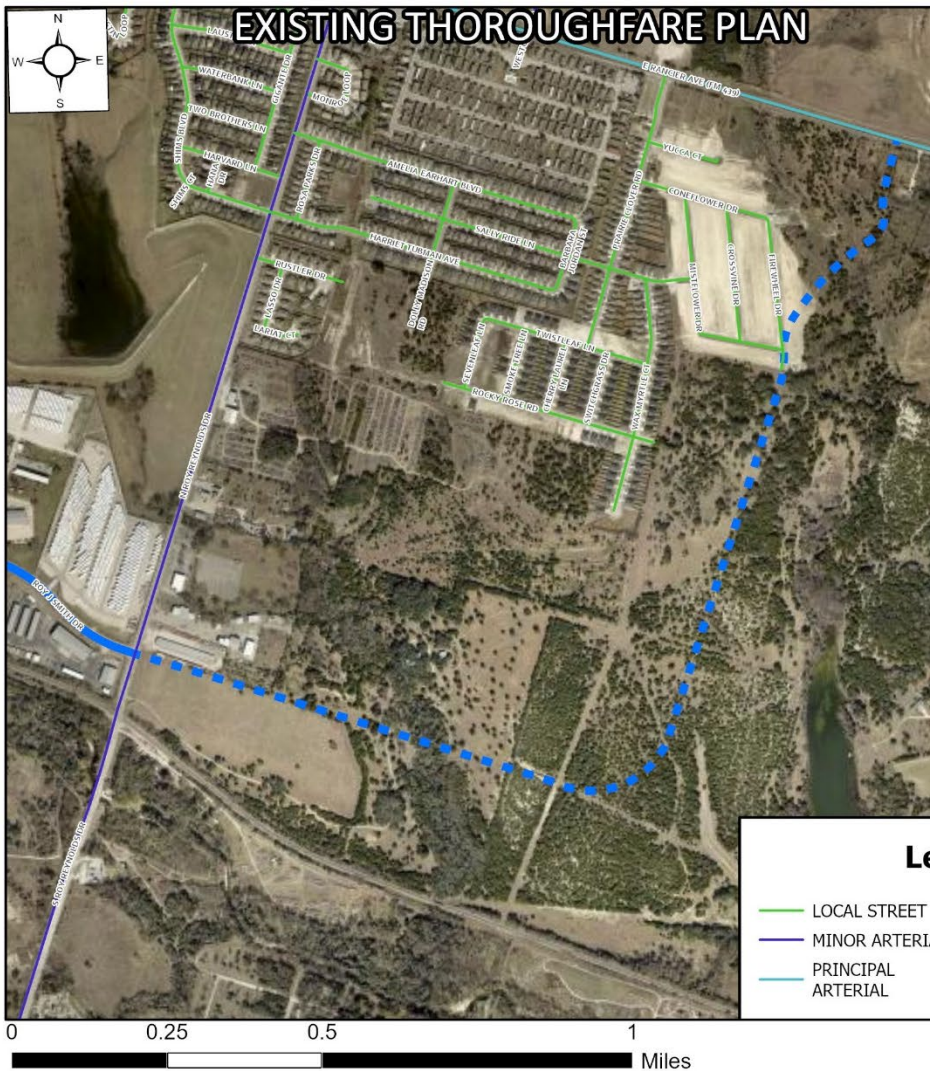
ATTACHED SUPPORTING DOCUMENTS:

Exhibit

Minutes

Ordinance

Presentation



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 8, 2026
THOROUGHFARE PLAN AMENDMENT**

Hold a public hearing and consider amendments to the City of Killeen Thoroughfare Plan.

This item was presented to the Commission during their Work Session. Mr. Deckman was available to answer questions.

Chairman Purifoy opened the public hearing at 5:28 p.m.

With no one wishing to speak, the public hearing was closed at 5:29 p.m.

Commissioner Giacomozzi moved to recommend approval of the applicant's request as presented. Commissioner Cooper seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE 26-###

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN TO UPDATE THE THOROUGHFARE PLAN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a request from the City of Killeen Development Services Department for revisions to the adopted Thoroughfare Plan Map within the Comprehensive Plan. Staff is recommending updates to the existing Thoroughfare Plan per the attached exhibits; said revisions having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 8th day of June 2026, 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 3:00 P.M., on the 21st day of July 2026, 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 opinion that the amendment should be approved;

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

SECTION I. That the Thoroughfare Plan Map be updated per the attached exhibits, said request being duly recommended for approval to the 2040 Comprehensive Plan, 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 21st day of July 2026, 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:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY
Case #: Thoroughfare Plan Amendment
Ord#: 26-____



THOROUGHFARE PLAN AMENDMENT

PH-26-024

August 4, 2026

Thoroughfare Plan Amendment

2

- The City's Thoroughfare Plan establishes the transportation network for the city and establishes a framework for the orderly development of roadways to include their alignments, connections, and transportation linkages. As the City grows, it becomes necessary to amend or revise the Thoroughfare Plan accordingly.

Thoroughfare Plan Amendment

3

- Staff recommends amending the existing Thoroughfare Plan to change the classification of the future Roy J. Smith extension from a Collector to a Local Street.



Staff Findings

5

Proposed Reclassification of Roy J Smith Dr. Extension:

- ❑ **Current Road Classification:** Proposed Collector
- ❑ **New Classification:** Local Street

Staff Findings

7

- Staff finds that the proposed Santa Fe PUD concept plan removes the need for a Collector in this area.
- Staff is of the determination that a Collector street linking proposed industrial development to residential neighborhoods is not necessary or prudent.
- Additionally, the presence of FEMA floodplain and topography negatively impact feasibility of construction.

Staff Recommendation

8

- Staff recommends approval of the proposed Thoroughfare Plan amendment to ensure consistency with existing residential and proposed residential and industrial development in this area.

Commission Recommendation

9

- At their regular meeting on June 8, 2026, the Planning and Zoning Commission recommended approval of the proposed Thoroughfare Plan amendment by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-26-025

Hold a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of Michael Reinhardt (**FLUM#26-01**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' designation to a 'Residential Mix' designation for approximately 45.062 acres, being Lot 1, Block 1, Reinhardt Subdivision. The subject property is locally addressed 801 N. Roy Reynolds Drive, Killeen, Texas.

DATE: August 4, 2026

TO: Kent Cagle, Interim City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: FLUM Case # FLUM26-01: 'I' to 'RM'

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Michael Reinhardt
Agent: Republic Engineering & Development Services
Current FLUM Designation: 'Industrial' (I)
Requested FLUM Designation: 'Residential Mix' (RM)
Current Zoning: "M-2" (Heavy Manufacturing District)
Growth Sector: Controlled Growth (CG)
Development Zone: 2

Summary of Request:

Republic Engineering & Development Services is requesting an amendment to the Future Land Use Map (FLUM) for 45.062 acres in the Reinhardt Subdivision. The amendment seeks to change the land's designation from industrial to Residential Mix to allow for residential development. If approved, the applicant/property owner will need to submit a rezoning request to request the proper zoning designation for future development.

Zoning/Plat Case History:

The majority of the acreage contained in this property was annexed into the City of Killeen corporate city limits on October 8, 1972, via Ordinance No. 72-59. The remainder, roughly 9.5 acres located at the rear of the tract, was annexed on May 23, 1994, via Ordinance No. 94-40. The

property was rezoned to "M-2" (Heavy Manufacturing District) in 1976, via Ordinance No. 76-10. The property is platted as 'Reinhardt Subdivision'. It is composed of a single lot and was approved on August 22, 1994. There is existing city infrastructure on the lot.

Character of the Area:

North: Developed and undeveloped property zoned "R-2" (Two-Family Residential District) and duplex development zoned "R-3" (Multifamily Residential District)

South: Developed property zoned "M-2" (Heavy Manufacturing District) and undeveloped land zoned "R-1" (Single Family Residential District)

East: Developed property zoned "R-2" (Two-Family Residential District)

West: Undeveloped land (Flood control dam) zoned "R-1" (Single Family Residential District)

Future Land Use Map Analysis:

The subject property is located within the 'Controlled Growth' area on the Growth Sector Map and designated 'Industrial' (I) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Controlled Growth' sector includes property in the city limits that has access to existing infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to housing and neighborhood options and improving the fiscal health of the city.

Locations designated 'Industrial' are intended to separate manufacturing away from residential areas. Uses may vary from the technology industry to manufacturing, and may be integrated with commercial uses. This place type encourages one-hundred percent (100%) for nonresidential uses, but it allows a mix of up to ten percent (10%) residential uses. When industrial sites abut residential development, the uses should be separated by a landscape buffer, increased setbacks, and/or a screening wall.

If approved, the 'Residential Mix' place type should work to create neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages up to twenty-five percent (25%) nonresidential and up to ninety-five percent (95%) residential use mix.

Consistency with the Comprehensive Plan:

In accordance with Killeen Code of Ordinances Sec. 31-39(j), the following factors shall be considered when considering whether to approve a request to amend the city's Future Land Use Map (FLUM):

1. *Is the proposed amendment consistent with the principles and policies set forth in the comprehensive plan?*

Yes. The requested FLUM amendment is consistent with the recommendations of the Killeen 2040 Comprehensive Plan for 'Controlled Growth'. The Comprehensive Plan states that "the city must seek out land development that provides a better return on investment and align the services they provide with what the community is willing to pay for." The 'Residential Mix' Place type encourages neighborhoods with appropriately scaled commercial development within walking distance. Staff finds that the proposed amendment will enable these objectives.

2. *Is the proposed amendment compatible with the character of the surrounding area?*

Yes. The surrounding area is a mix of residential and commercial development. Properties

directly to the north are currently developed with two-family homes. Staff is of the opinion that the subject property would be suited to residential development rather than industrial.

3. *What is the impact of the proposed amendment on infrastructure provision including water, wastewater, drainage, and the transportation network?*

Water, sanitary sewer, and/or drainage utility services are available to the subject tract. A Traffic Impact Analysis may be required, subject to the scale of any proposed development.

4. *What is the impact of the proposed amendment on the city's ability to provide, fund, and maintain services?*

Approval of the proposed amendment will not impact the City's ability to provide, fund, or maintain essential services. Infrastructure is already available to the subject property. Therefore, amending the Future Land Use Map to allow for residential development of the site will allow for infill development of a parcel that is already served by public infrastructure, which is in keeping with the recommendations of the Killeen 2040 Comprehensive Plan.

5. *What is the impact of the proposed amendment on environmentally sensitive and natural areas?*

The current and historical use of the property is an automobile salvage yard. Automobile salvage yards are known to be common sources of environmental impediments. An independent environmental site assessment is warranted.

6. *What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date?*

Recent nearby developments will increase residential density in this area, and the surrounding land use designations are primarily for residential uses. Therefore, staff is of the determination that residential development would be an appropriate land use.

7. *Do city staff, the planning and zoning commission, and/or the city council have sufficient information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns, and input)?*

Based on the information currently available, staff is of the opinion that changing the Future Land Use Map designation of the subject property is appropriate at this time.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

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

Water services are available for the tract via an existing 12" water transmission main located on the east side of N. Roy Reynolds Drive.

Wastewater services are available for the tract via an existing 12" wastewater main in an existing easement that bisects the tract, running along a minor north-south tributary to South Nolan Creek.

Storm sewer pipelines and inlets exist adjacent to the tract along the eastern right-of-way of N. Roy Reynolds Drive.

Transportation and Thoroughfare Plan:

Access to the tract is via N. Roy Reynolds Drive, which is an 80-foot-wide right-of-way and is classified as a Minor Arterial in the currently adopted Comprehensive Plan.

An individual traffic impact analysis is not required at this time. If the conditions or assumptions used in the development of this Traffic Impact Determination change, a revised determination may be warranted at that time.

Environmental Assessment:

The tract is in the Nolan Creek / Leon River Watershed. The tract is located in Zone X Unshaded (0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0285E with effective date September 26, 2008.

The tract is impacted by a riverine habitat and a freshwater forested/shrub wetland area as shown on the National Wetlands Inventory maps for the property.

The current and historical use of the property is an automobile salvage yard. Automobile salvage yards are known to be common sources of environmental impediments. An independent environmental site assessment is warranted.

Public Notification:

Staff notified one-hundred and one (101) surrounding property owners regarding this request. To date, staff have received one (1) written response in opposition and zero (0) in support of this request.

Staff Findings:

The subject property is zoned "M-2" (Heavy Manufacturing District) and developed as an automobile salvage yard. The surrounding area contains a mix of single-family, two-family residential, and commercial uses. If approved, the change to the Future Land Use Map would enable residential development, and the next step for the applicant would be to submit a rezoning request.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This request conforms to all applicable City policy.

FINANCIAL IMPACT:

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

The proposed FLUM amendment 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:

Based upon the staff findings noted above, staff recommends approval of the applicant's request to amend the FLUM designation from 'Industrial '(I) to 'Residential Mix' (RM) as presented.

At their regular meeting, the Planning and Zoning Commission recommended approval of the request as presented by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

Planning

Legal

ATTACHED SUPPORTING DOCUMENTS:

Maps

Site Photos

Minutes

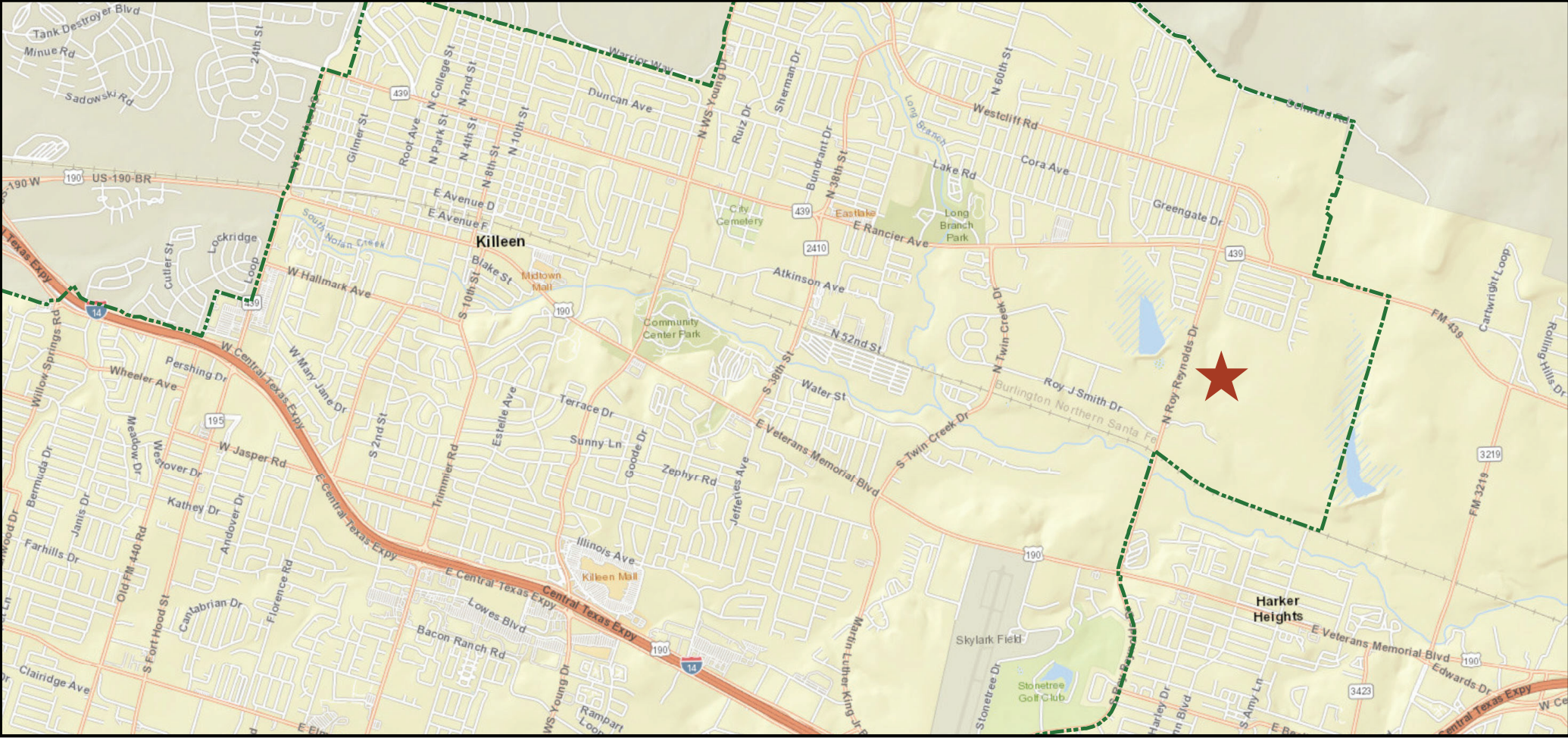
Ordinance

Letter of Request

FLUM Exhibit

Response

Presentation



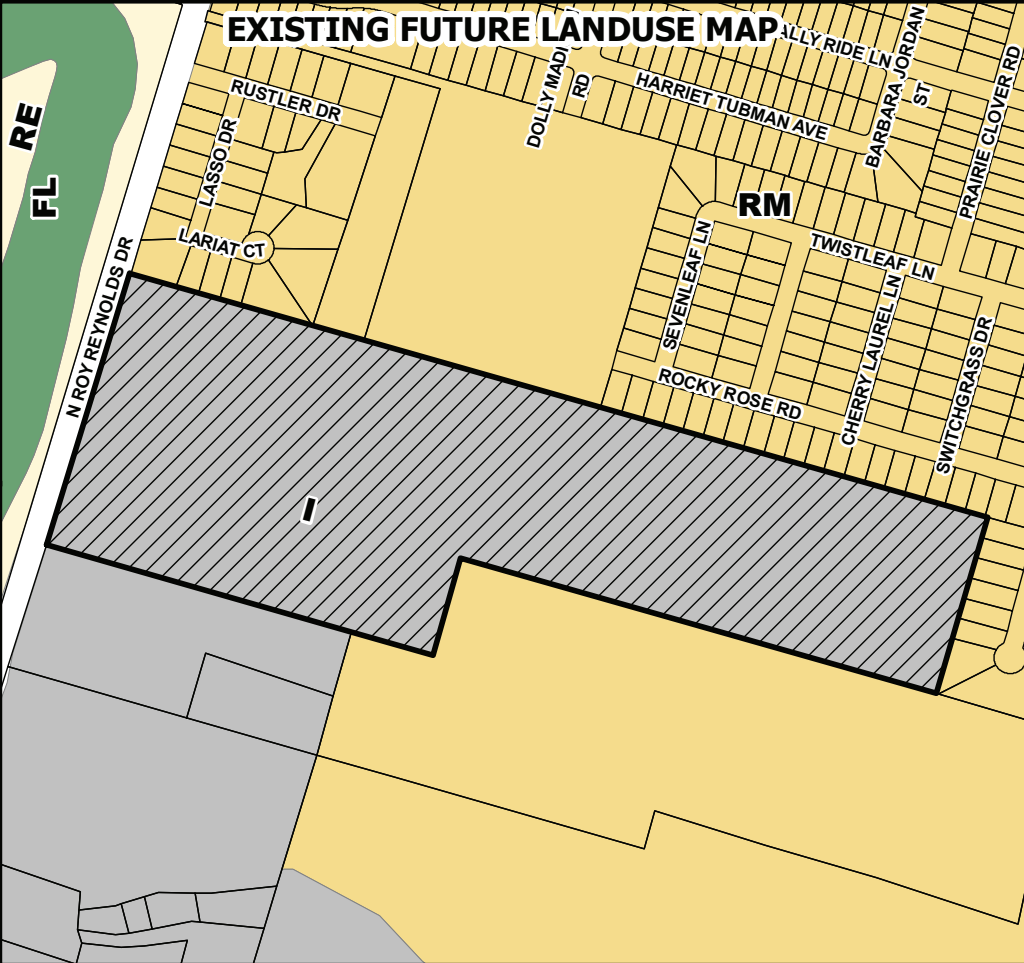
LOCATION MAP
Case: FLUM AMENDMENT 2026-01
Council District: 1
FROM I TO RM
Subject Property Legal Description: REINHARDT SUBDIVISION, BLOCK 001, LOT 0001, ACRES 45.062

 **FLUM LOCATION**

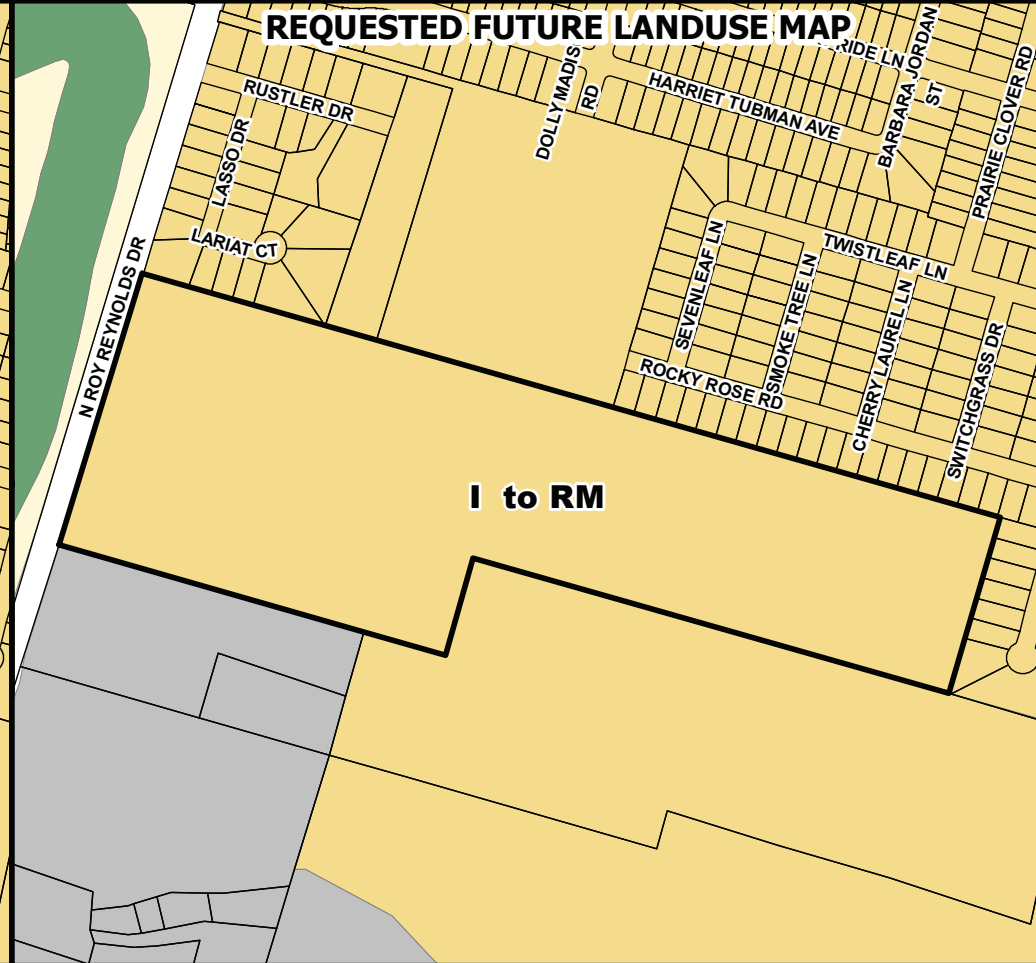
1 inch = 4,167 feet
Date: 6/4/2026



EXISTING FUTURE LANDUSE MAP



REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2026-01

Council District: 1

FROM I TO RM

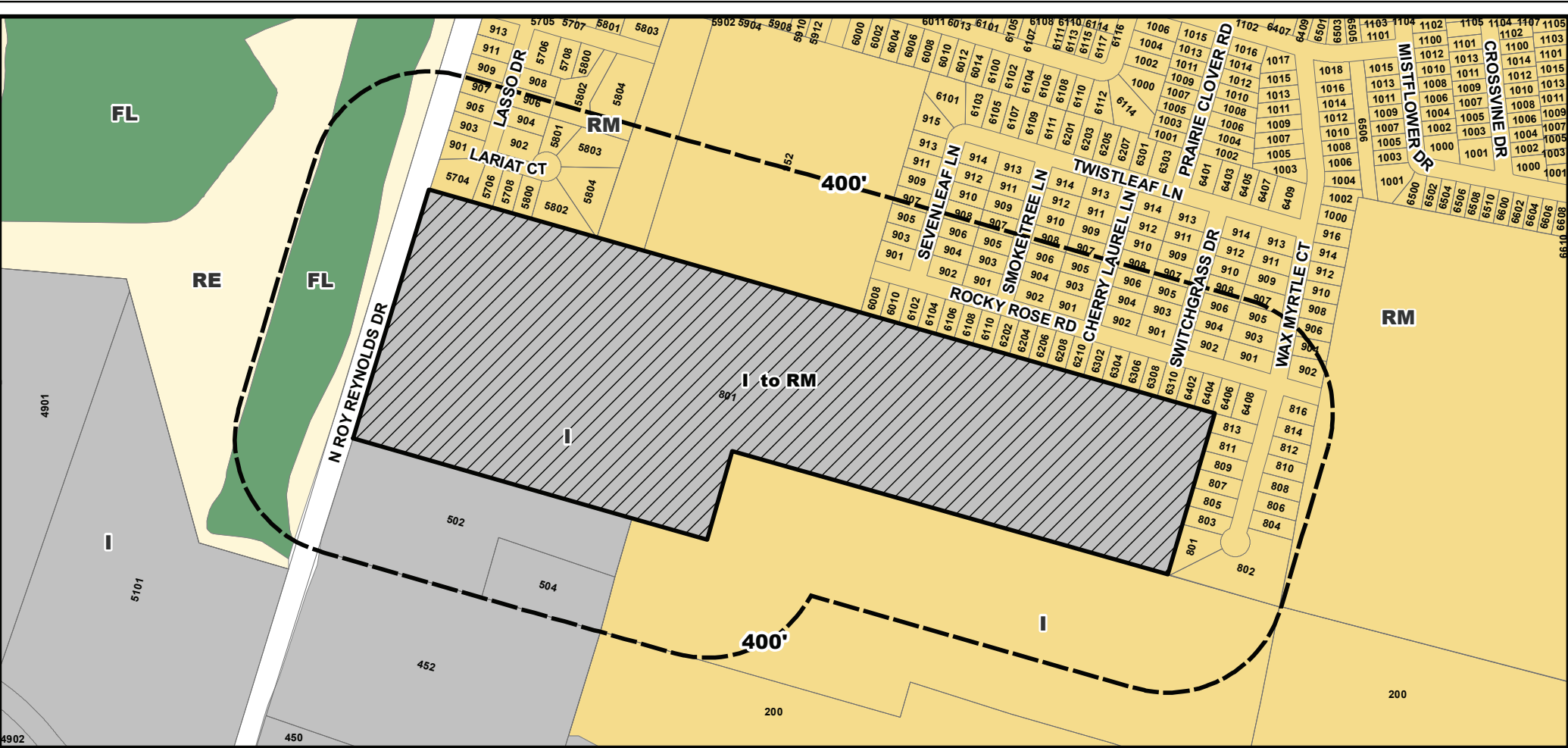
Subject Property Legal Description: REINHARDT SUBDIVISION, BLOCK 001, LOT 0001, ACRES 45.062

Future Land Use Legend

- | | |
|--------------------|--------------------|
| Flum Case Location | Residential Mix |
| Floodplain | Rural Estate |
| Industrial | Killeen City Limit |

1 inch = 655 feet
Date: 6/4/2026





NOTIFICATION MAP

Case: FLUM AMENDMENT 2026-01

Council District: 1

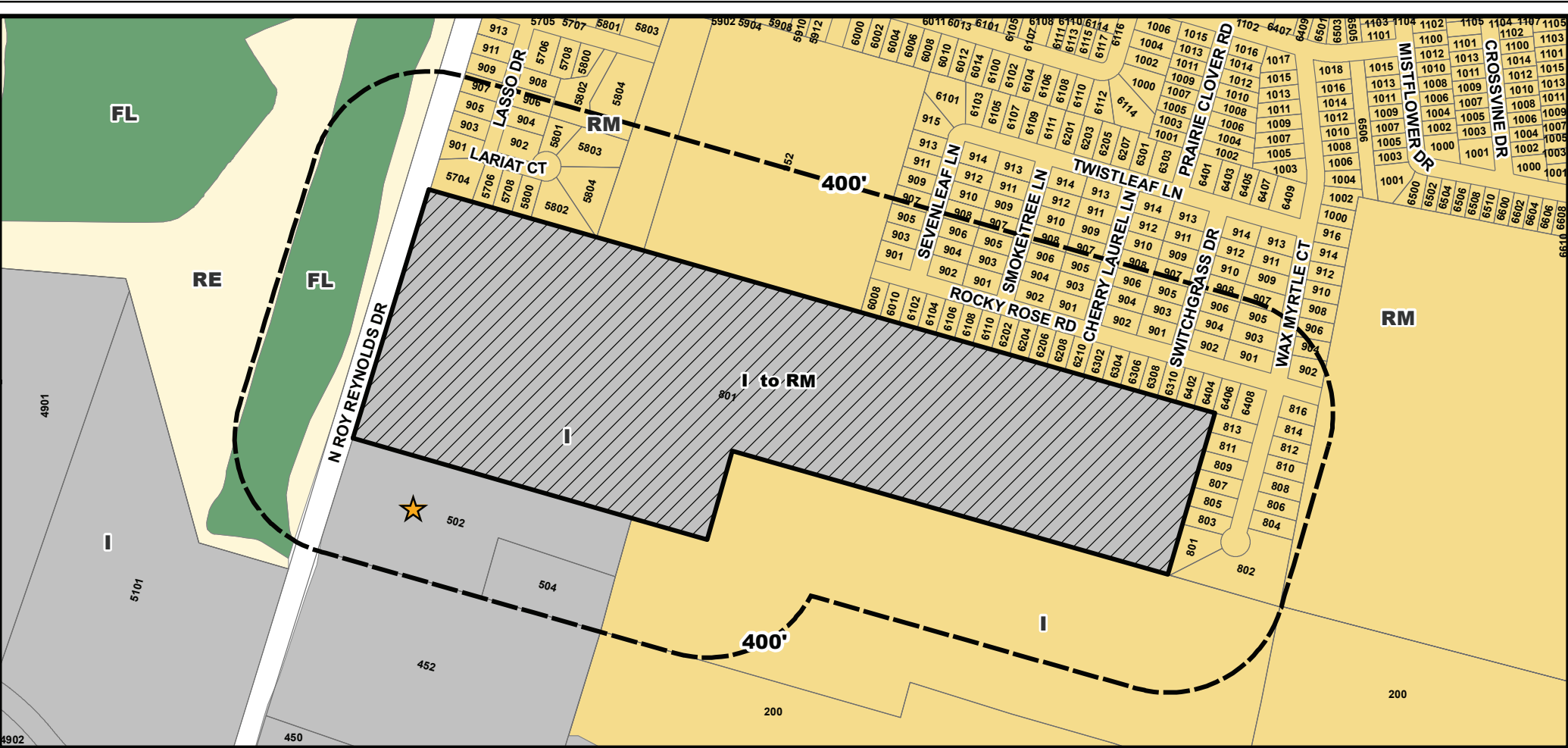
FROM I TO RM

Subject Property Legal Description: REINHARDT SUBDIVISION, BLOCK 001, LOT 0001, ACRES 45.062

Legend

	Killeen City Limits		Floodplain		Residential Mix
	Bell County Area		Industrial		Rural Estate

Date: 6/4/2026



RESPONSE MAP
Case: FLUM AMENDMENT 2026-01

Council District: 1
FROM I TO RM
Subject Property Legal Description: REINHARDT SUBDIVISION, BLOCK 001, LOT 0001, ACRES 45.062

Killen City Limits

Floodplain

Residential Mix

Bell County Area

Industrial

Rural Estate

Opposed

Legend

Date: 6/25/2026



SITE PHOTOS

Case #FLUM26-01: "Industrial" to "Residential Mix"



View of the subject property facing west from N Roy Reynolds Drive:



View facing south along N Roy Reynolds Drive:



SITE PHOTOS

Case #FLUM26-01: "Industrial" to "Residential Mix"



View facing north along N Roy Reynolds Drive:



View facing east showing adjacent property:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 22, 2026
CASE # FLUM26-01
‘I’ to ‘RM’

Hold a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Michael Reinhardt (**Case# FLUM26-01**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from an ‘Industrial’ designation to a ‘Residential Mix’ designation for approximately 45.062 acres, being Lot 1, Block 1, Reinhardt Subdivision. The subject property is locally addressed 801 N Roy Reynolds Drive, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Deckman was available to answer questions.

Craig Langford of Flintrock Builders was present to represent the request. Mr. Langford stated that residential development would match the character of the surrounding properties than residential.

Chairman Purifoy opened the public hearing at 4:41 p.m.

With no one wishing to speak, the public hearing was closed at 4:41 p.m.

Commissioner Alvarez moved to recommend approval of the request as presented. Commissioner Cooper seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE NO. 26-XXX

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP BY CHANGING THE DESIGNATION OF APPROXIMATELY 45.062 ACRES, BEING LOT 1, BLOCK 1, REINHARDT SUBDIVISION, FROM AN 'INDUSTRIAL' DESIGNATION TO A 'RESIDENTIAL MIX' DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that section 213.003 of the Local Government Code enables municipalities to amend comprehensive plans in the interest of coordinating long-range development of the municipality;

WHEREAS, pursuant to section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the Comprehensive Plan, including the Future Land Use Map (FLUM), following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Republic Engineering & Development Services, on behalf of Michael Reinhardt, presented to the City of Killeen a request for an amendment to the Comprehensive Plan's FLUM by changing the classification of approximately 45.062 acres, being Lot 1, Block 1, Reinhardt Subdivision, locally addressed as 801 N. Roy Reynolds Drive, from an Industrial designation to a Residential Mix designation;

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 22nd, 2026, duly recommended approval of the application for amendment;

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 3:00 P.M., on August 4, 2026, 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, TEXAS:

SECTION I: That the future land use designation of 45.062 acres, being Lot 1, Block 1, Reinhardt Subdivision, locally addressed as 801 N. Roy Reynolds Drive, from an Industrial designation to a Residential Mix designation; said request being duly recommended for approval of the Residential Mix designation.

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 4th day of August 2026, 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:

Joseph Solomon, MAYOR

ATTEST:

Elaine Simpson, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #: FLUM 26-01

Ord#: 26-____



✉ info@RepublicEDS.com

📍 6305 Pat Cole Rd
Temple, TX 76502

☎ 979.234.0396

May 13, 2026

City of Killeen
200 East Avenue D
Killeen, Texas 76541

Attn: Planning & Development Services Department

To Whom It May Concern,

The purpose of this letter is to request a FLUM amendment of approximately 45.22 acres of land located at 801 N Roy Reynolds Dr from Industrial (I) to a Residential Mixed (RM). This FLUM amendment would allow for a project consistent with the zoning to the north east and west of the property. This proposed RM designation is consistent with the RM designation of adjacent property to the north, east and half of the southern boundary of the property as well the Residential Estate (RE) designation to the west. This proposed change would prevent the current use of industrial (I) from jutting into existing RM designations. The proposed amendment will not have a negative impact on the City's infrastructure, as the surrounding properties will be more consistent with this change than the current designation. With the current market demands for more housing from an increased population within Central Texas, We request to amend the FLUM to designate this property as Residential Mix.

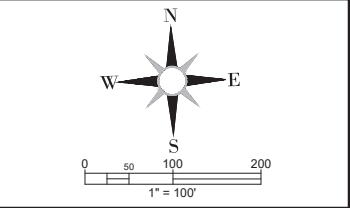
Sincerely,

Signed by:

Michael Reinhardt

411FC90421224B5...

Michael Reinhardt



BELL CAD PROPERTY ID: 136095
801 N ROY REYNOLDS DR
KILLEEN, TX 76543
VOL. 3215 PG 621 09/16/1994
INDUSTRIAL TO RESIDENTIAL MIX

REPUBLIC
ENGINEERING & DEVELOPMENT SERVICES
T.B.P.E.L.S. FIRM NO : 21633

RRR PROPERTY

FLUM EXHIBIT

SIGNATURE _____		DATE _____	
	PM	JAT	
	DESIGN	JAT	
	DRAFTED	JAT	
	CHECKED	JAT	
	PROJECT #	01-001-001	
DRAWING #		1	

Kenneth Martin 810 423 7582
Current Address 9245 Ridge Rd. Goodrich, MI 48438
Address of Property Owned: 500-508 N. Roy Reynolds Dr.

I am opposed to covering up MORE land with buildings and pavement unless – adequate water runoff and channeling is included.

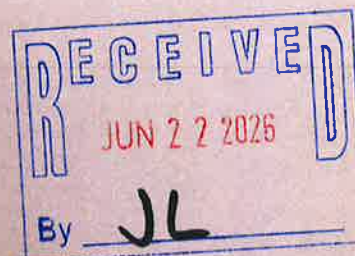
The Reynolds Crossing development to the North of the subject FLUM 26-01 property has already caused damage to my property with excessive water runoff multiple times.

Republic Engineering and Development Services who is submitting this request is the same firm that developed the inadequate drainage plan for the Reynolds Crossing Development.

Please do not allow them to continue to develop property that causes damage to properties at a lower elevation than their development with excessive water runoff.

I am not opposed to the development IF they include improving the current water retention and waterway through my property and repair the damage that prevents me from being able to access the back of my property. The multiple culvert land bridge that had been there since the early 1970's, over 50 years with no problems, has been washed away and created a 3-5 foot deep ravine preventing access.

Reasonable, honorable men would agree to repair damage that they have caused. I ask that they do the repairs.



FLUM#26-01:
INDUSTRIAL (I) TO
RESIDENTIAL MIX (RM)

PH-26-025

August 4, 2026

Case #FLUM26-01: 'I' to 'RM'

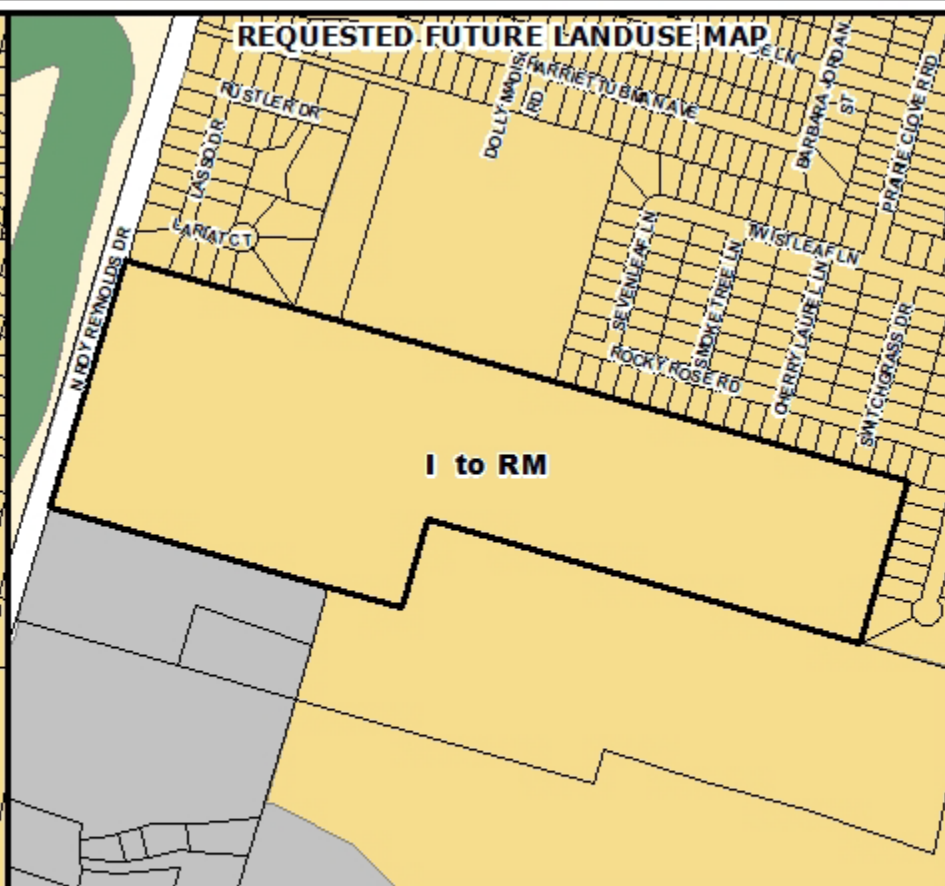
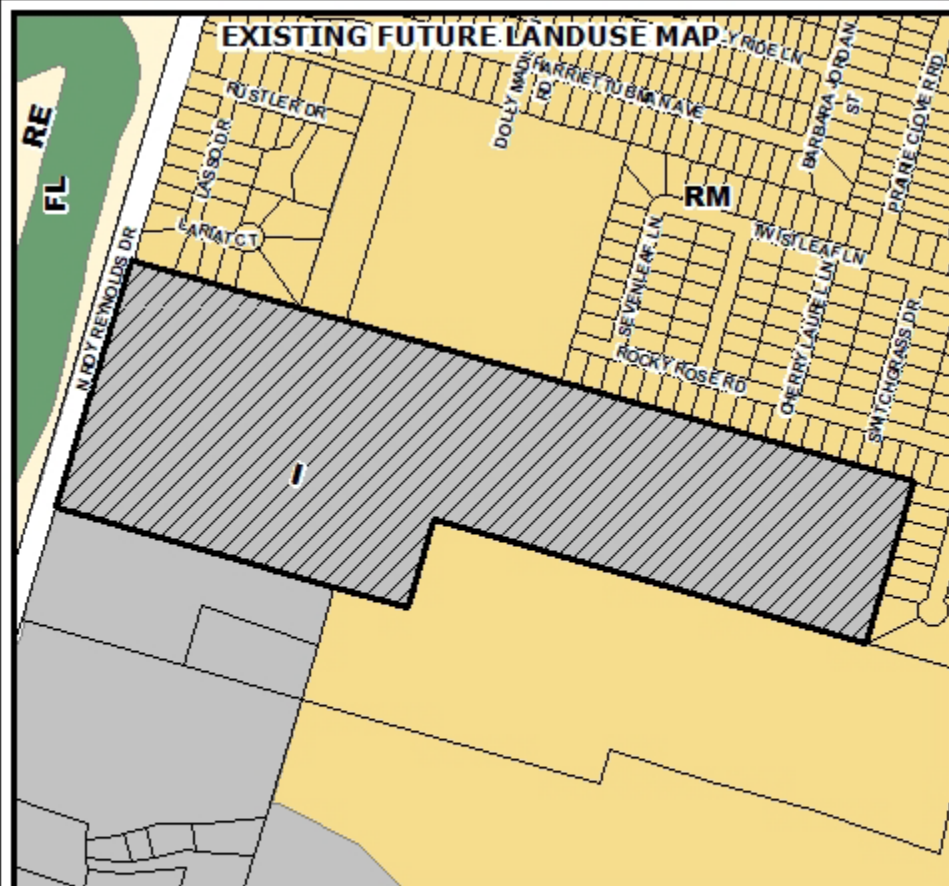
- Hold a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Michael Reinhardt (**FLUM#26-01**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' designation to a 'Residential Mix' designation for approximately 45.062 acres, being Lot 1, Block 1, Reinhardt Subdivision.
- The subject property is locally addressed 801 N. Roy Reynolds Drive, Killeen, Texas.

Case #FLUM26-01: 'I' to 'RM'

- Republic Engineering & Development Services is requesting an amendment to the Future Land Use Map (FLUM) for 45.062 acres in the Reinhardt Subdivision.
- If approved, the proposed amendment would change the FLUM designation from 'Industrial' to 'Residential Mix' to allow for residential development.

Case #FLUM26-01: 'I' to 'RM'

- The subject property is located within the 'Controlled Growth' area on the Growth Sector Map and designated 'Industrial' (I) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2026-01

Council District: 1

FROM I TO RM

Subject Property Legal Description: REINHARDT SUBDIVISION, BLOCK 001, LOT 0001, ACRES 45.062

Future Land Use Legend

- | | |
|--------------------|--------------------|
| Flum Case Location | Residential Mix |
| Floodplain | Rural Estate |
| Industrial | Killeen City Limit |

1 inch = 665 feet

Date: 6/4/2026



Case #FLUM26-01: 'I' to 'RM'

7

View facing the subject property from N. Roy Reynolds Drive:



Case #FLUM26-01: 'I' to 'RM'

8

View facing south along N. Roy Reynolds Drive:



Case #FLUM26-01: 'I' to 'RM'

9

View facing facing northeast from N. Roy Reynolds Drive:



Case #FLUM26-01: 'I' to 'RM'

10

View facing west from N. Roy Reynolds Drive:



Case #FLUM26-01: 'I' to 'RM'

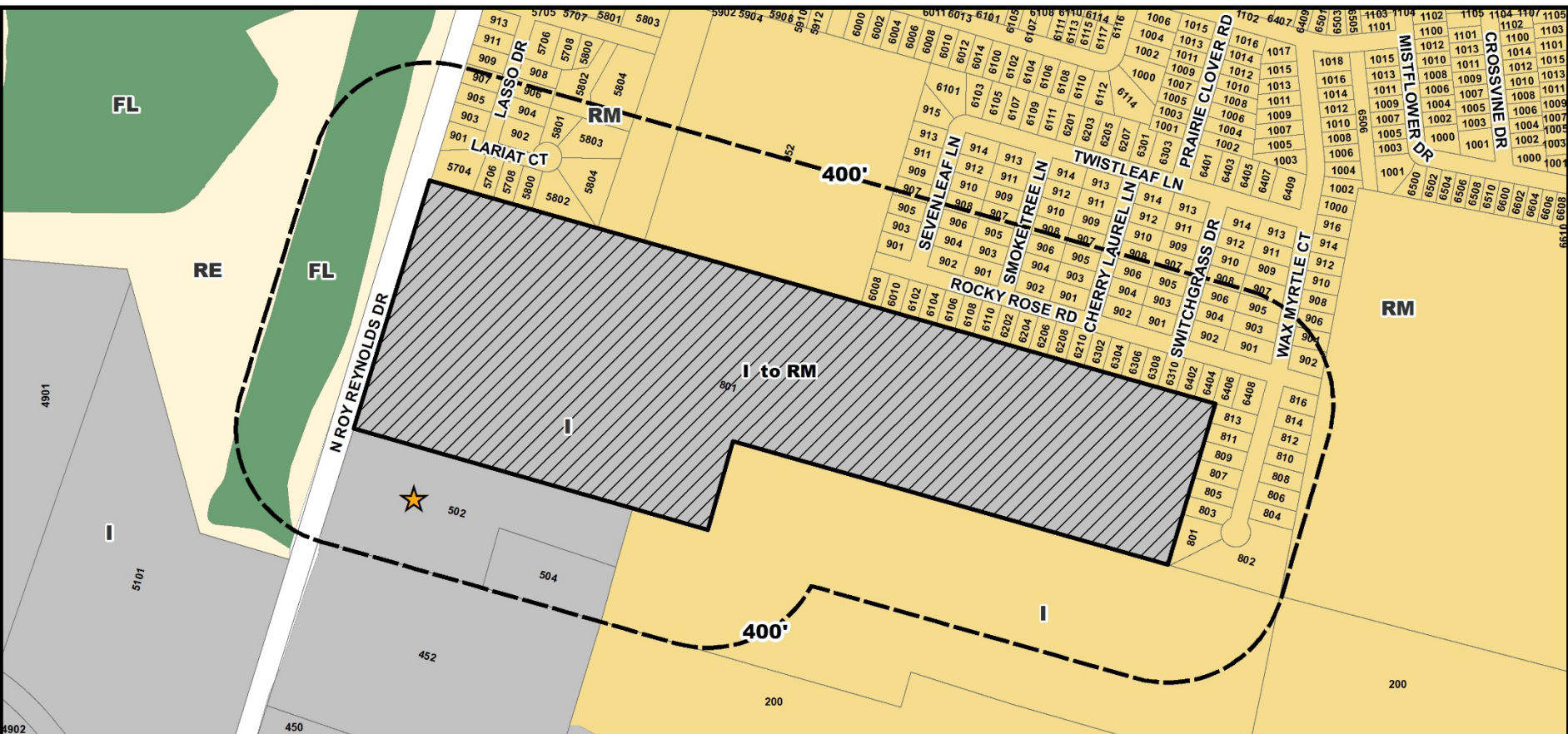
11

- The subject property is located in the Nolan Creek / Leon River Watershed. The tract is impacted by a riverine habitat and a freshwater forested/shrub wetland area as shown on the National Wetlands Inventory maps for the property.
- The current and historical use of the property is an automobile salvage yard. Automobile salvage yards are known to be common sources of environmental impediments. Therefore, an independent environmental site assessment is warranted.

Public Notification

12

- Staff notified the owners of one hundred and one (101) surrounding properties regarding this request.
- To date, staff has received one (1) written response in opposition.



RESPONSE MAP

Case: FLUM AMENDMENT 2026-01

Council District: 1

FROM I TO RM

Subject Property Legal Description: REINHARDT SUBDIVISION, BLOCK 001, LOT 0001, ACRES 45.062

Legend

Killen City Limits

Floodplain

Residential Mix

Bell County Area

Industrial

Rural Estate

Opposed

Date: 6/25/2026

Staff Findings

14

- The subject property is zoned “M-2” (Heavy Manufacturing District) and developed as an automobile salvage yard. The surrounding area contains a mix of single-family and two-family residential, as well as commercial uses.
- If approved, the proposed amendment would enable residential development of the property. The next step would be for the applicant to submit a rezoning request.

Staff Recommendation

15

- Staff recommends approval of the applicant's request to amend the FLUM designation from 'Industrial' (I) to 'Residential Mix' (RM) as presented.

Commission Recommendation

16

- At their regular meeting on June 22, 2026, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: DS-26-071

Discuss and consider changes to Proposed Fiscal Year 2027 Operating and CIP Budget.

A stylized graphic in the background featuring a grey five-pointed star at the top right, with a curved line swooshing upwards from the bottom left towards the star. The swoosh is composed of several overlapping, slightly offset grey segments.

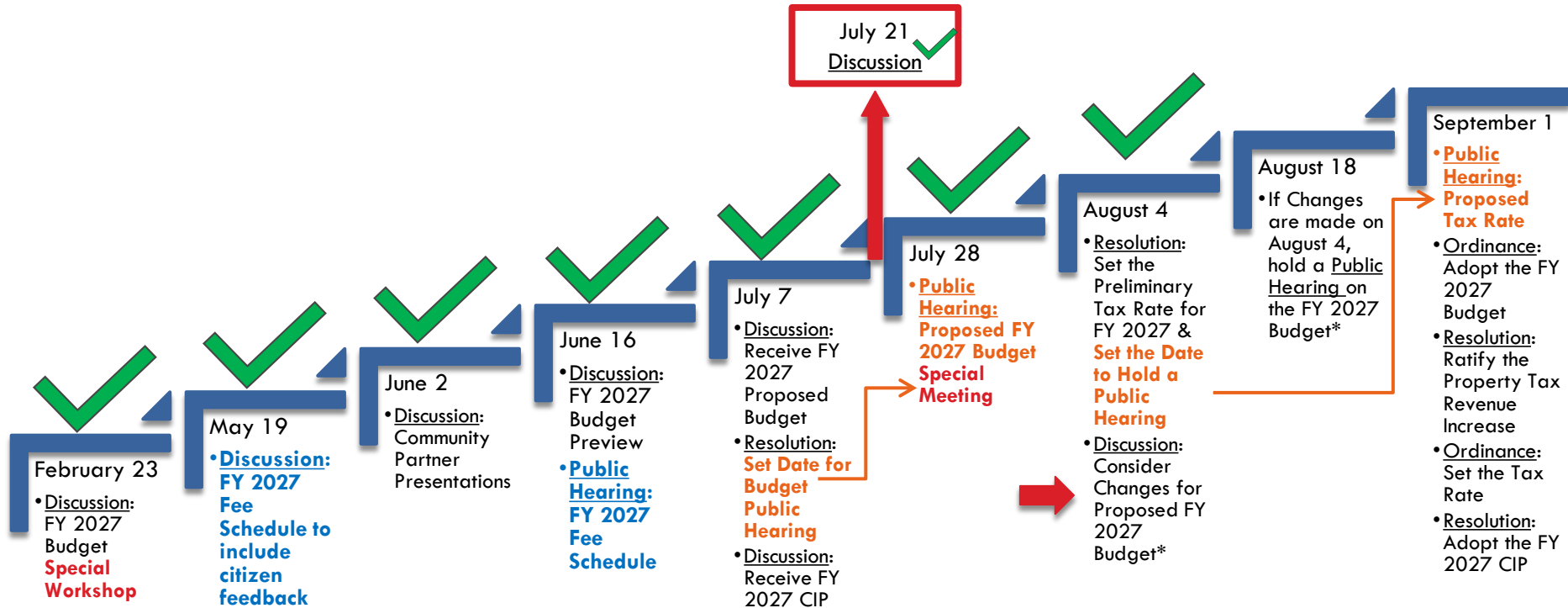
FY 2027 PROPOSED BUDGET

DS-26-071

August 4, 2026

Budget Calendar

2



Budget Summary

All Funds

3

Fund Group	Projected Beginning Fund Balance	FY 2027 Revenues	FY 2027 Expenses	Change in Fund Balance	Projected Ending Fund Balance	Fund Balance Reserve
General Fund	\$ 29,234,255	\$ 137,606,527	\$ 137,606,527	\$ -	\$ 29,234,255	21.24%
Water & Sewer Fund	9,547,412	52,924,127	52,924,127	-	9,547,412	18.04%
Capital Project Funds	27,279,598	22,845,702	41,835,235	(18,989,533)	8,290,065	19.82%
Solid Waste Fund	7,313,748	29,775,183	29,775,183	-	7,313,748	24.56%
Internal Service Funds	7,442,527	24,926,975	26,982,289	(2,055,314)	5,387,213	19.97%
Debt Service Fund	5,596,570	20,179,855	20,765,593	(585,738)	5,010,832	24.13%
Other Special Revenues	4,707,348	13,994,167	15,541,653	(1,547,486)	3,159,862	20.33%
Street Maintenance Fund	10,708,422	10,491,214	18,770,055	(8,278,841)	2,429,581	12.94%
Aviation Fund	1,807,082	7,044,457	7,044,457	-	1,807,082	25.65%
Drainage Utility Fund	1,649,289	5,383,858	5,383,858	-	1,649,289	30.63%
Hotel Occupancy Tax	560,875	3,049,821	3,049,821	-	560,875	18.39%
Golf Course Fund	329,069	2,117,331	2,073,025	44,306	373,375	18.01%
Subtotal	\$ 106,176,195	\$ 330,339,217	\$ 361,751,823	\$ (31,412,606)	\$ 74,763,589	
Less Interfund Activity		(45,043,320)	(45,043,320)			
Adjusted Total		\$ 285,295,897	\$ 316,708,503			



City of Killeen

Staff Report

File Number: DS-26-072

Stonetree Golf Course Annual Update

CITY COUNCIL UPDATE · DS-26-072

Stonetree Golf Club

Indigo Golf — Fiscal Year 2026

August 4, 2026



Partnership with the City of Killeen

Indigo Golf and the City of Killeen maintain a close, collaborative working relationship centered on open communication and shared goals for Stonetree Golf Club.



Valued Partnership

A trusted operating relationship built on transparency and accountability.



Effective Communication

Bi-weekly meetings with City of Killeen representatives.



Collaborative Marketing Program

Joint promotion of the course and community programming.



Target Markets

Ten guest segments mapped to the channels, messaging, and revenue lines that convert them.

Segment	Demographics	Best Channels	Key Message	Revenue Link
Avid Golfers	30+ rounds/yr, 35–65	Email, Facebook, Gallus App	Tournaments, perks, loyalty rewards	Rounds · Golf Fees
Casual Golfers	5–20 rounds/yr, all ages	Meta Ads, Google, Instagram	Specials, twilight deals, fun events	Rounds · Green Fees
Families & Juniors	Parents 30–50 + kids 6–17	Instagram, Local Media	Junior camps, family days, programs	Rounds · Lessons · F&B
Members / Pass Holders	Frequent players, loyal base	Email, App, SMS	Value, exclusivity, member benefits	Membership Revenue
Women Golfers	All ages, underserved market	Instagram, Email, Clinics	Inclusive leagues, social experiences	Rounds · Lessons
Seniors (55+)	Midweek players, retirees	Email, Facebook, Direct Mail	Walkability, pace, social leagues	Rounds · Membership
Corporate & Outings	HR teams, event planners	Direct Sales, LinkedIn, Email	Packages, branding, F&B service	Golf Fees · F&B · Events
Troon Access Members	35–65, value travelers	GolfWithAccess.com, Troon Email	Preferred rates, points, perks	Golf Fees · Rounds
Military / First Responders	18+, community anchors	Email, App, Meta	Discounts, gratitude, community	Rounds · Loyalty
Twilight / After-Work	25–55, time-constrained	Meta Ads, App, SMS	Flex pricing, 9-hole, after 3 PM deals	Rounds · F&B

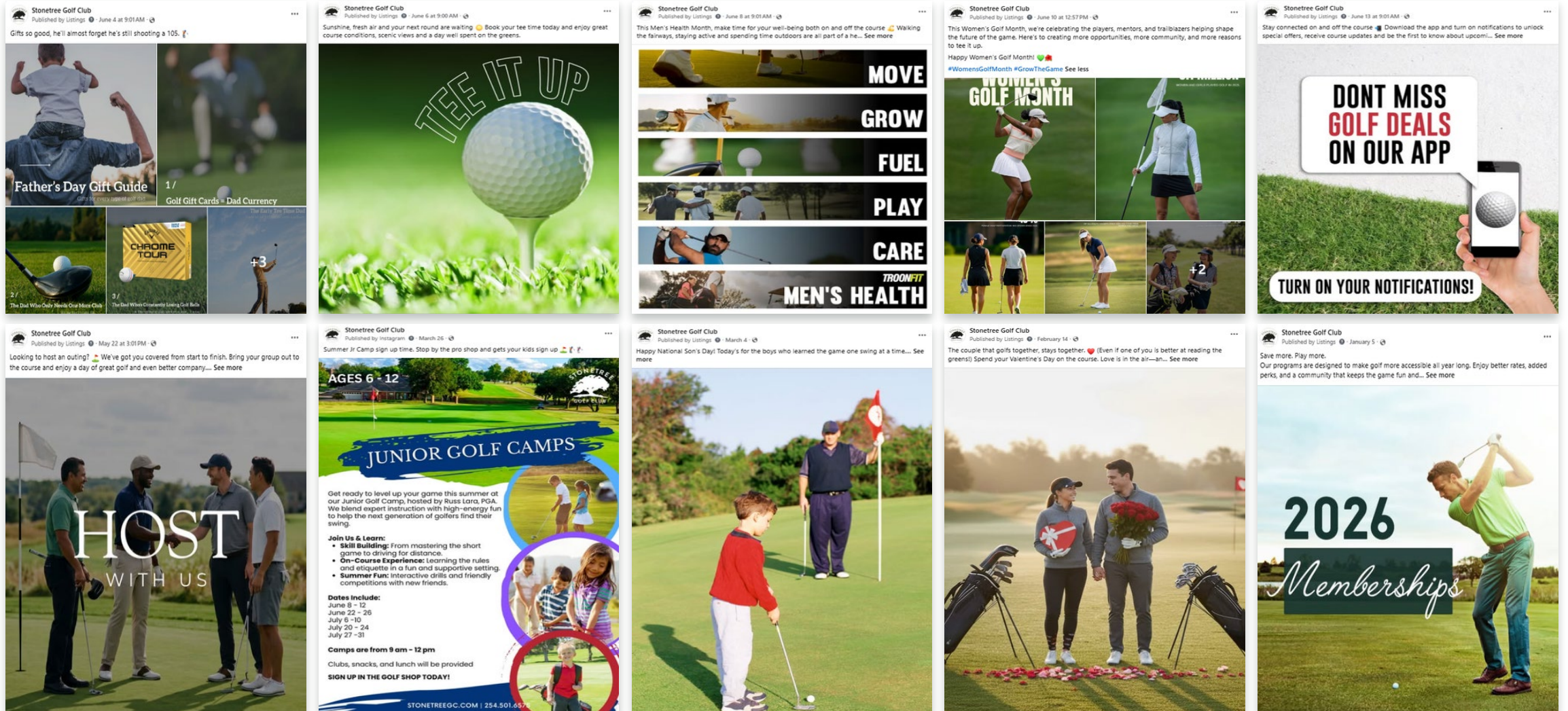
Marketing Channels

Twelve active channels across owned, paid, and the wider Troon network — each tracked for revenue impact.

Channel	Type	Frequency	Owner	Revenue Impact	Status
Email Marketing	Owned	Weekly	Indigo/Troon	High — direct bookings	●
Organic Social (FB/IG)	Owned	3–5x/week	On-site Guru + Indigo	Med — brand awareness	●
Meta Paid Ads	Paid	Evergreen	Indigo Digital Team	High — tee times + leads	●
Google PPC	Paid	Evergreen	Indigo Digital Team	High — search intent	●
Gallus App	Owned	Weekly push	On-site + Indigo	Med — loyalty / F&B	●
Website (GolfNow)	Owned	Ongoing updates	GolfNow + Indigo	High — conversion hub	●
Troon Email (1M+)	Troon Network	Semi-annually	Indigo / Troon Corp.	High — new acquisition	●
GolfWithAccess.com	Troon Network	Evergreen	Troon Corp.	High — tee time revenue	●
Troon Access / Co-op	Troon Network	Seasonal	Troon Corp.	High — incremental rounds	●
Yext / Reputation Mgmt	Owned	Ongoing	Indigo Coord.	Med — trust / conversion	●
Design on Demand	Owned	Monthly	Indigo Design	Support — all channels	●
Print / Collateral	Owned	Seasonal	On-site + Indigo	Med — on-site conversion	●

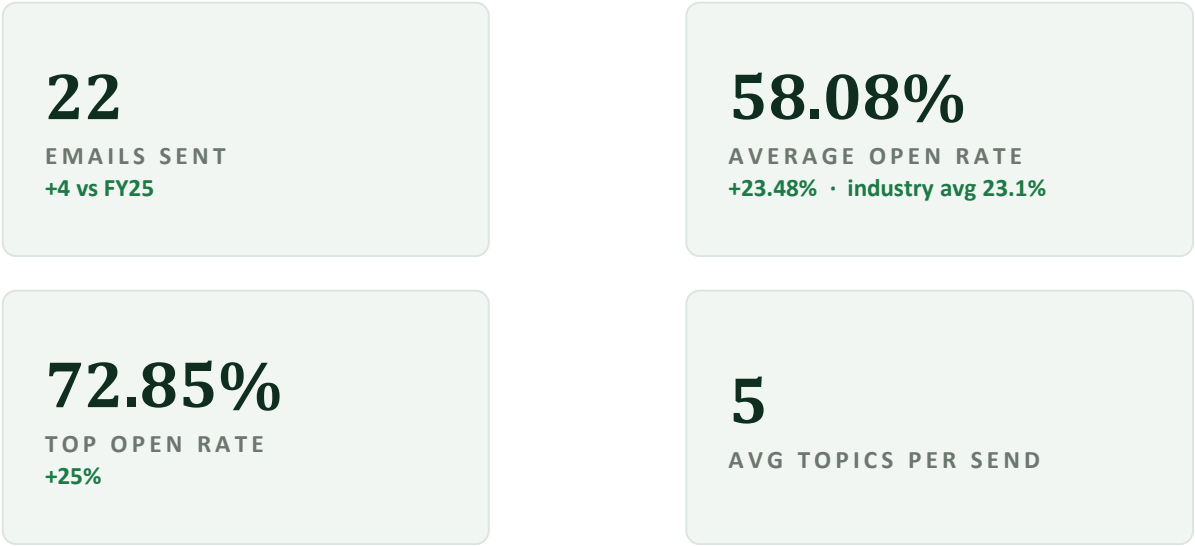
Social Media Engagement

A snapshot of recent organic posts across Facebook and Instagram driving awareness and bookings.



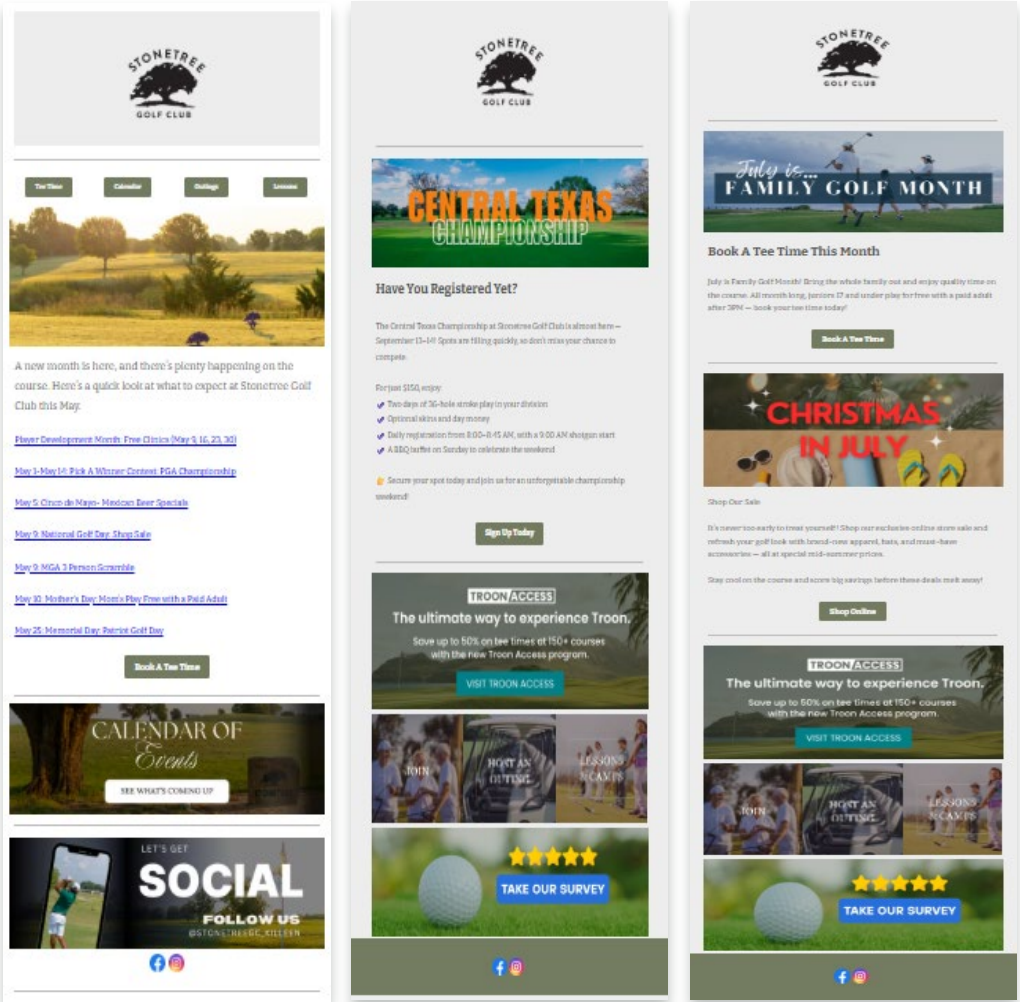
Email Marketing

Email remains our most efficient channel for reaching Stonetree guests directly — personalized, measurable, and low-cost.



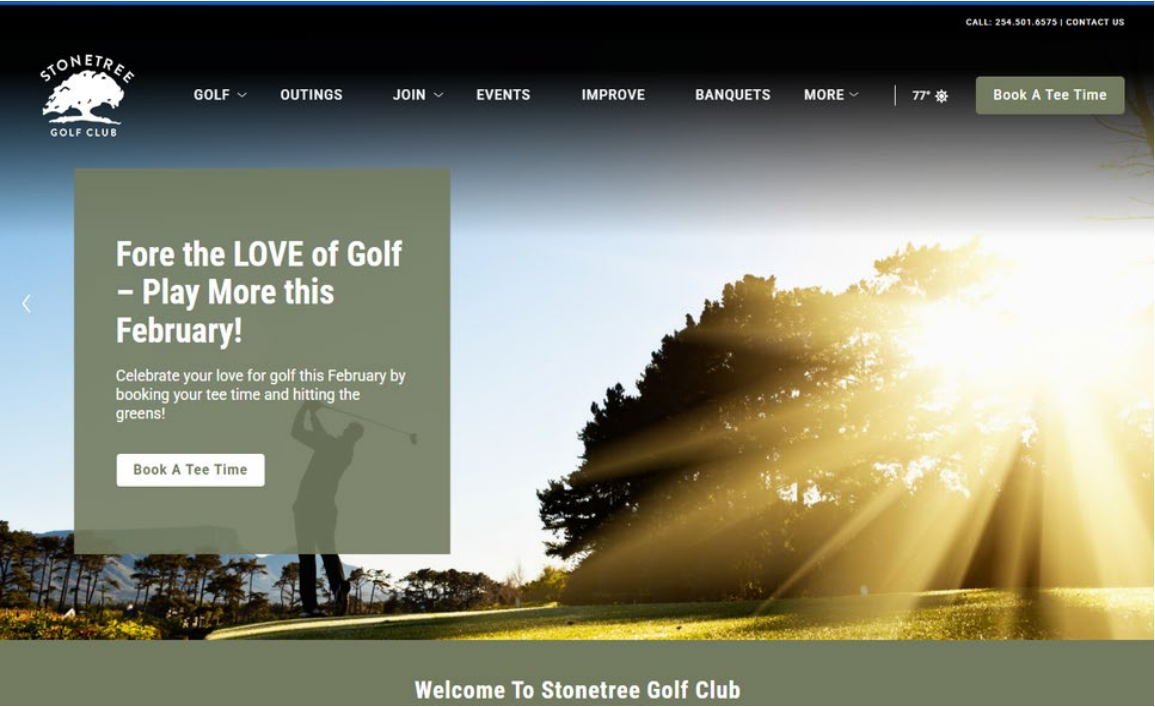
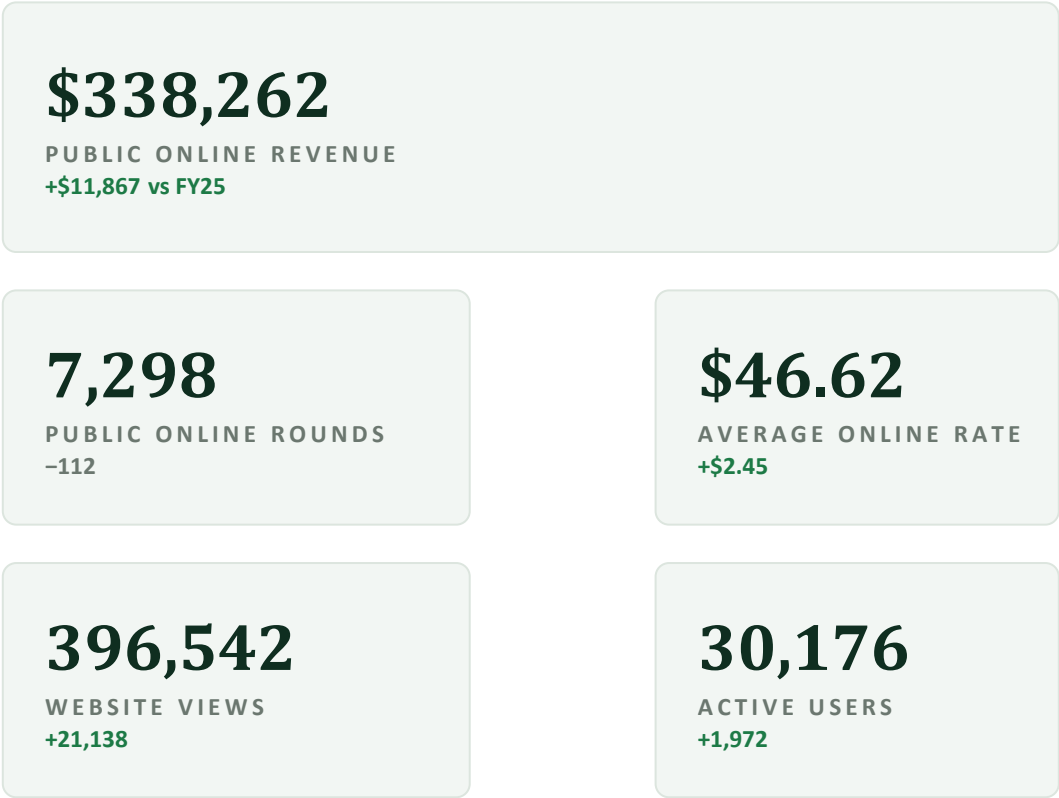
NEW — EMAIL JOURNEYS (AUTOMATION BASED ON GUEST BEHAVIOR)

-  **Welcome** First-time guests
-  **Tee Times** Recurring to engaged guests
-  **Defector** Re-engaging past guests



Website Performance

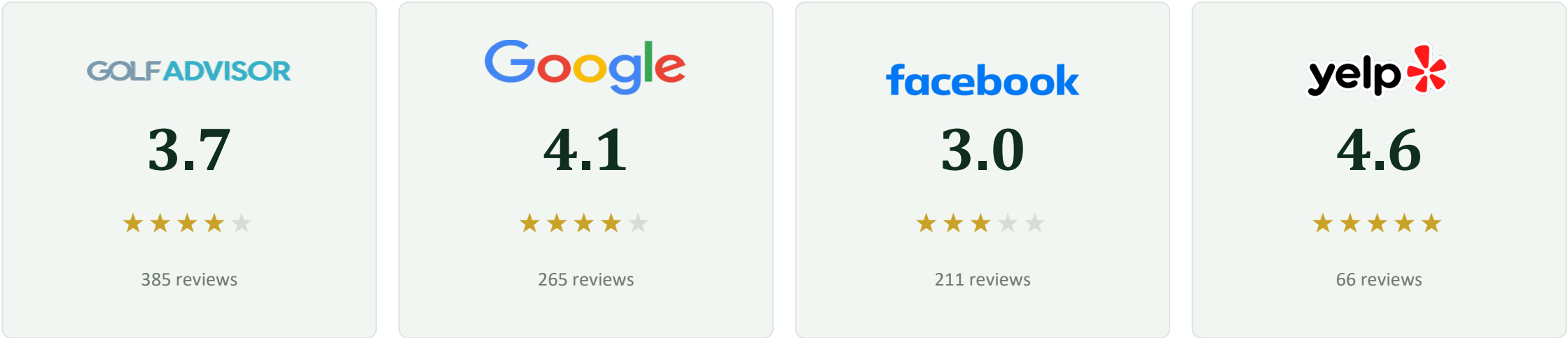
Our responsive website is built to convert — clear tee-time calls to action, dynamic event promotion, and streamlined navigation.



GUEST EXPERIENCE

Reputation Management

Guest ratings across review platforms — trailing 12 months



RECENT GUEST REVIEWS



Don Altman
Local Guide · 39 reviews · 14 photos

★★★★★ 4 months ago

Nice open course with a few (mostly) avoidable water hazzards 🤔 ... Interactive, helpful staff.



RYAN ATOIGUE
Local Guide · 34 reviews · 7 photos

★★★★★ a year ago

Just another sunny blue sky day in Killeen. Great location for a Day of golf. Affordable, fast rolling greens! Carts are well maintained, fairways and over all experience was amazing! I will mention that the sand traps are not sandy!

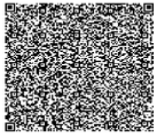
REVIEW CARD HANDOUTS

Review us on

Google

★★★★★

Thank you for choosing us. Our goal is to provide a great experience during every visit.



Scan the QR Code to leave us a review. Thank you!

WWW.STONETREEGC.COM

Review us on

yelp

★★★★★

Thank you for choosing us. Our goal is to provide a great experience during every visit.



Scan the QR Code to leave us a review. Thank you!

WWW.STONETREEGC.COM

Tournaments

From regional championships and club events to corporate outings and charity fundraisers, Stonetree Golf Club serves as a vibrant hub that brings golfers together and drives positive community impact.



MGA 3 Person Scramble

Saturday, May 9th
8:30 AM Shotgun Start
\$25 | PER PERSON
REGISTER BY:
THURSDAY, MAY 7TH



Teams will be created by the MGA Board
Prize Payout: \$650 or more depending player count
(Gift Cards & Cash)

Annual MGA Dues: \$35
(includes GHIN Handicap unless the player already has one)

REGISTER IN THE GOLF SHOP OR
EMAIL: STONETREEMGAKILEEN@GMAIL.COM

STONETREEGC.COM



CENTRAL TEXAS CHAMPIONSHIP

SEPTEMBER 13 & 14

Premiere Tournament of the Year

OPEN, SENIORS (55+), SUPER SENIORS (70+), & LADIES DIVISIONS
Flighted after the first round within your division

ENTRY FEE | \$150.00
Covers all tournament expenses

8:00 - 8:45 AM | Registration
9:00 AM | Shotgun Start

(Optional Daily Skins & Day Money)

**36 HOLE INDIVIDUAL STROKE
PLAY TOURNAMENT**

BBQ Buffet Meal Included on Sunday

Must have at least 7 participants per division
254.501.6575 | STONETREEGC.COM



2025 PAR BUSTERS

OCTOBER 11 & 12

2 Person - 36 Hole Event

TEAM ENTRY FEE | \$400.00
Covers all tournament expenses

Day 1 Scramble | 9am Shotgun Start
Day 2 Shamble | 9am Shotgun Start

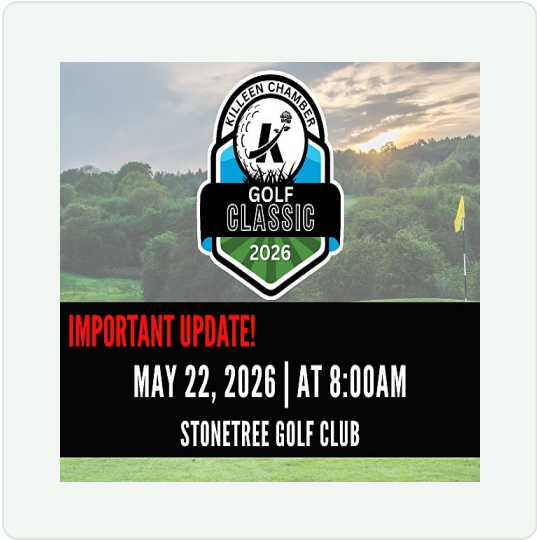
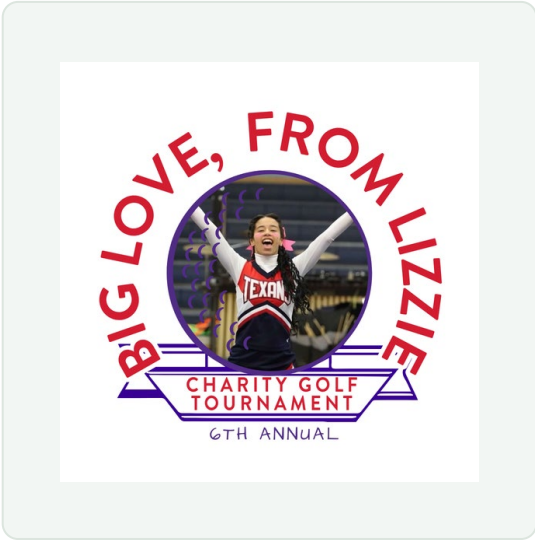
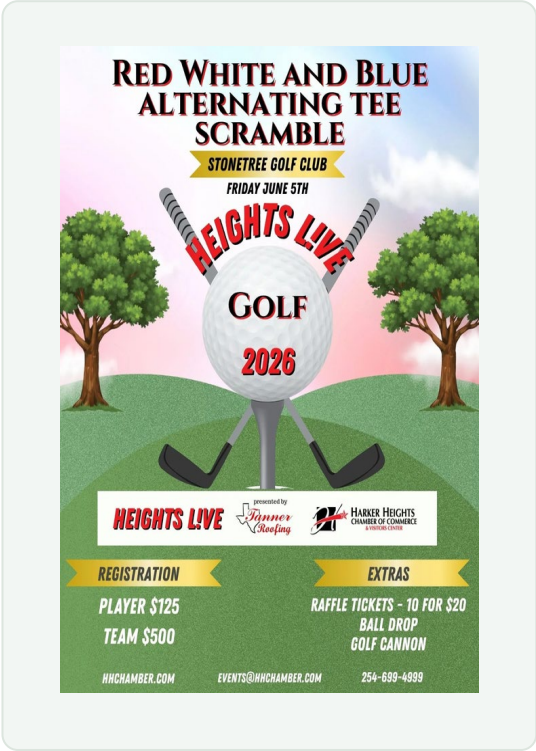
(Optional Daily Skins & Day Money)

Putting Contest and Dinner Party | Saturday 6:00PM
Awards & Lunch | Sunday after Golf

254.501.6575 | STONETREEGC.COM

Tournament Partners

A home course for school championships, local organizations, corporate outings, and charity events across Central Texas.



Killeen Community Partnerships & Development



Community Partners

University of Mary Hardin-Baylor

KISD & BISD schools — Belton, Lake Belton,
Ellison, Shoemaker, Harker Heights, Killeen

Killeen Chamber of Commerce

Harker Heights Chamber of Commerce



Events & Programs

Red, White & Blue Tournament

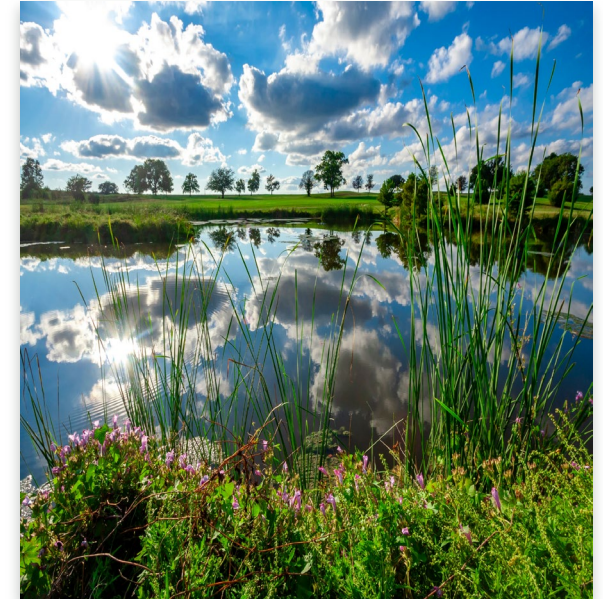
Club Fitting Days

PGA HOPE Clinics

Stonetree Junior Golf Program

First Tee @ Stonetree G.C. (in planning)

50+ tournaments/events held Oct 2025 -
present



Community Engagement

Community-engaged programming builds loyalty, increases foot traffic, promotes inclusivity, and strengthens brand reputation — driving sustainable growth for Stonetree Golf Club.

UPCOMING HIGHLIGHTS

- Pick the Winner
- Family Golf Month
- 4th of July
- Father's Day



FY26 Facility Improvements

A year of major reinvestment in the golf course and clubhouse.

- ✓ All 17 bunkers renovated
- ✓ Wall-to-wall irrigation replaced
- ✓ 98 new trees planted on the course
- ✓ Reuse tank project
- ✓ Clubhouse roof replaced



FY26 Agronomic Plan



Overseeding

Ryegrass on tees for busy winter months to avoid turf stress.



Smart Irrigation Control

New central control computer and phone app.



Wall-to-Wall Sprinklers

New sprinkler heads to better cover the full acreage.



Effluent Reuse Tank

Operational — will reduce water costs.



Turf Health Program

Weekly nitrogen and fungicide applications for plant protection.



New Tree Plantings

Continued plantings across the course.



Native Area Shredding

Twice yearly to propagate spring wildflowers.



Aerification & Slicing

Mechanical practices that promote turf density.

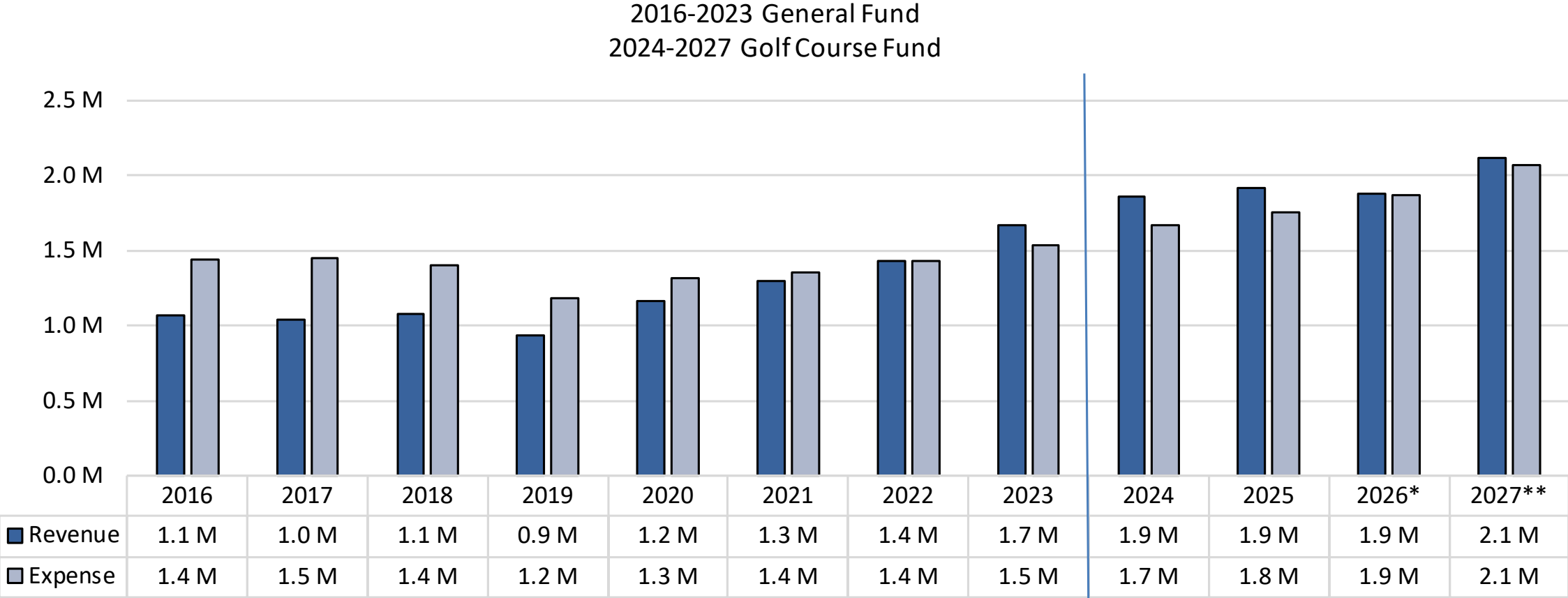


Fund Summary

22.16% Increase

	<i>Estimated Beginning Working Capital</i>					\$ 329,069
	Actuals		FY 2026			Proposed Budget 2027
	2024	2025	Budget	Amended	Estimate	
Revenues	1,855,681	1,920,825	1,548,836	1,548,836	1,878,900	2,117,331
Expenditures						
Golf Course	1,668,608	1,758,182	1,475,283	1,492,671	1,658,492	1,861,580
Debt Service	-	-	221,694	221,694	211,413	211,445
Total Expenditures	1,668,608	1,758,182	1,696,977	1,714,365	1,869,905	2,073,025
Net Change in Working Capital	187,074	162,644	(148,141)	(165,529)	8,995	44,306
	<i>Estimated Ending Working Capital</i>					<u>\$ 373,375</u>
	<i>Fund Balance Percent</i>					18.01%

Revenue & Expense History



*Estimated FY 2026

**Proposed FY 2027

FY26 Financials

Forecasted financials for FY26 — actuals through June.

	FY21	FY22	FY23	FY24	FY25	FY26 Proj.
Net Income	(51,872)	1,168	134,382	212,277	254,858	245,800
		Forecasted Financials for FY26 (Actuals through June)				
		YTD Actuals	YTD Budget	Variance	FY26 Budget	
	Rounds	30,982	30,850	132	42,450	
	Revenue	1,512,756	1,354,980	157,776	1,869,630	
	Expenses	1,328,406	1,344,682	16,276	1,803,912	
	Net Income	184,350	10,298	174,052	65,718	

What's Next

Coming up, we are excited to deliver improved experiences to our community guests.



New golf carts

A refreshed fleet coming end of FY27 for a better guest experience.



Upgraded equipment

Investments in equipment such as the Sandpro to maintain new bunkers, and replacement tractor with excavation tool to better maintain irrigation system and course conditions.



Continue clubhouse renovations and cart path improvements

Continue phased clubhouse renovations with energy efficient window replacement in FY27, and worst to first improvements of cart paths.



Pond dredging & fountain restoration

Cleaning up growth around ponds and restoring signature fountain feature on the course.



THANK YOU

Questions & Discussion

Proud to serve the Killeen community in partnership with the City.





City of Killeen

Staff Report

File Number: RQ-26-005

Data Center Zoning/Regulations



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Mellisa Brown

Date: 7/9/26

Problem/Issue/Idea Name for Agenda:

Data Center Zoning/Regulations

Description of Problem/Issue/Idea:

Data centers are growing industry in Central Texas. We currently lack any codified regulation
Or zoning districts in the City

Requested Action:

Discuss data center regulations and zoning



City of Killeen

Staff Report

File Number: RQ-26-006

STR Regulations



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Mellisa Brown

Date: 7/9/26

Problem/Issue/Idea Name for Agenda:

STR Regulations

Description of Problem/Issue/Idea:

We currently have low compliance numbers with STR registrations

Current regulations are inhibitive to registration and add an additional cost to the City through
Staff hours and through third party expenses

Requested Action:

Discuss amending Chapter 30, Short Term Rental regulations
