City of Killeen

Agenda

City Council

Tuesday, January 20, 2026 **3:00 PM** **City Hall**
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ *Debbie Nash-King, Mayor*
___ *Ramon Alvarez*
___ *Anthony Kendrick*
___ *Nina Cobb*
___ *Jessica Gonzalez*
___ *Jose Segarra*
___ *Joseph Solomon*
___ *Riakos Adams*

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. PR-26-003 Killeen Star Award

Work Session

Discuss agenda items 2-20 for the January 20, 2026 Regular Session

Citizen Comments on Agenda Items

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

Regular Session

Consent Agenda

2. MN-26-004 Consider Minutes of Regular City Council Meeting of December 9, 2025.

3. MN-26-005 Consider Minutes of Special City Council Meeting of December 19, 2025.

4. RS-26-013 Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Parkhill, for the design of Trailhead Amenities at Purser Heritage Hike & Bike Trail, in the amount of $317,800.00.

Attachments: Agreement
Contract Verification
Certificate of Interested Parties
Presentation

5. RS-26-014 Consider a memorandum/resolution authorizing a Letter of Agreement with Pump Solutions, Inc., for removal and installation of six submersible chopper pumps at Lift Stations #21, 22 and 24, in the amount of $227,857.00.

Attachments: Agreement
TIPS Contract
Certificate of Insurance
Certificate of Interested Parties
Presentation

6. RS-26-015 Consider a memorandum/resolution authorizing a Professional Services Agreement with Central Texas Alcohol Rehabilitation Center for substance use disorder counseling and treatment services, in the amount of $132,723.69.

Attachments: Agreement
Presentation

7. RS-26-016 Consider a memorandum/resolution authorizing the procurement of a tactical robot from ICOR Technology, in the amount of $149,144.28, and amending the existing Axon contract with technology upgrades, in the amount of $300,387.60.

Attachments: ICOR Quote
ICOR Contract Summary
Axon Quote & Agreement
Axon Contract Summary
Certificate of Interested Parties
Presentation

8. RS-26-017 Consider a memorandum/resolution authorizing a Interlocal Agreement with Bell County for the bidding and construction of traffic signals along Chaparral Road.

Attachments: Agreement
Layout
Presentation

9. RS-26-018 Consider a memorandum/resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Rancier Project.

Attachments: Agreement
Project Budget
Presentation

10. RS-26-019 Consider a memorandum/resolution authorizing a Letter of Agreement, with Insituform Technologies, LLC, for Sewer Replacement on Conder Street, in the amount of $124,245.00.

Attachments: Letter of Agreement
Proposal
Contract Summary
Certificate of Interested Parties
Presentation

11. RS-26-020 Consider a memorandum/resolution approving the purchase of real property at 108 W. Jasper Road from the Killeen Independent School District for Killeen Fire Department Facilities, in the amount of $803,000.00.

Attachments: KISD Interest Letter
Staff Assessment
Appraisal
Agreement
Memo to City Manager
Proposed Draft Site Concept
Presentation

12. RS-26-021 Consider a memorandum/resolution accepting the resignation of Councilmember At-Large Jose Segarra and discuss and consider the appointment process.

Attachments: Resignation Letter

Public Hearings

13. PH-26-002 Hold a public hearing and consider an ordinance amending the Fiscal Year 2026 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

Attachments: Ordinance
Presentation

14. PH-26-003 Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services on behalf of Clear Creek Commercial, Ltd. (FLUM#25-06) to amend the Comprehensive Plan's Future Land Use Map from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 1.81 acres out of T. Robinett Survey, Abstract No. 686. The subject property is locally addressed 5201 West Stan Schlueter Loop, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
FLUM Exhibit
Presentation

15. PH-26-004 Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of The Tietze Family Revocable Trust (Case# Z25-39) to rezone approximately 0.14 acres, being part of Lot 8, Block 8, Marlboro Heights Revised from "R-1" (Single-Family Residential District) to "SF-2" (Single-Family Residential District). The subject property is locally addressed as 802 Highland Avenue, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Responses
Presentation

16. PH-26-005 Hold a public hearing and consider an ordinance submitted by Dominic Vo on behalf of Hoang, Kim Anh Revocable Living Trust (Case# Z25-40) to rezone approximately 1.313 acres out of the Robert Cunningham Survey, Abstract No. 199 and Eugene La Sere Survey, Abstract No. 528 (also known as part of Lot 16 Llewellyn Estates #3 unrecorded subdivision) from "B-2" (Local Retail District) to "B-5" (Business District). The subject property is locally addressed as 4801 Onion Road, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation

17. PH-26-006 Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services on behalf of The Gary W. Purser Jr. 2000 Trust (Case# Z25-41) to rezone approximately 97.13 acres out of the Eugene La Sere Survey, Abstract No. 527 and the W. L. Harris Survey, Abstract No. 1155 from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located north of the terminus of Yates Road, east of the terminus of Mohawk Drive, and south of the terminus of Imperial Eagle Drive, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Proposed Layout
Response
Presentation

18. PH-26-007 Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Vincent Nguyen, (Case# Z25-42) to rezone approximately 0.864 acres, being Lot 1, Block 1 out of the Castor Subdivision from “B-5” (Business District) to “B-5” (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1417 West Stan Schlueter Loop, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation

19. PH-26-008 Hold a public hearing and consider an ordinance submitted by Kevin Greenwood, on behalf of Highland Development Corporation, Inc., (Case# Z25-43) to rezone approximately 0.13 acres, being a portion of Lot 1, Block 1, Highland Commercial Subdivision Phase Three, from “B-5” (Business District) to “B-5” (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1100 West Jasper Drive, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Responses
Response Map
Presentation

20. PH-26-009 Hold a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of 5011 Cunningham Rd Killeen LLC (Case# Z25-37) to rezone approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of Llewelyn Estates #3 (unrecorded subdivision), from “A” (Agricultural District) to “R-1” (Single-Family Residential District). The subject properties are located along Love Spur, Killeen, Texas.

Attachments: Maps
Site Photos
Minutes
Ordinance
Letter of Request
Exhibit
Responses
Presentation

Discussion Items

21. DS-26-004 Update regarding unfinished 2025 City Council motions and directives

Attachments: Presentation

22. DS-26-005 Update regarding Charter Review Procedures

Attachments: Presentation

23. DS-26-006 Update regarding the negotiation transfer of a portion of Georgetown’s Certificate of Convenience and Necessity (CCN)

Attachments: Presentation

24. DS-26-007 Update regarding Rosa Hereford Killeen Community Center renovation and all unfinished street projects

Attachments: Presentation

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 January 13, 2026.

_____

Laura J. Calcote, City Secretary

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

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

Notice of Meetings

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

• Employee Service Awards, February 13, 2026, 12:30 p.m., Killeen Civic and Conference Center
• Military Relations Council Luncheon, February 18, 2026, 11:30 a.m., Central Texas College - Anderson Hall
• Motown Downtown, February 28, 2026, 4:00 p.m., Downtown Killeen, 324 N. Gray St – off Ave B and Gray St.

Dedicated Service -- Every Day, for Everyone!

City of Killeen

Staff Report

File Number: PR-26-003

Killeen Star Award

City of Killeen

Staff Report

File Number: MN-26-004

Consider Minutes of Regular City Council Meeting of December 9, 2025.

City of Killeen
City Council Meeting
Killeen City Hall
December 9, 2025 at 3:03 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick, Nina Cobb *(via Zoom)*, Jose Segarra and Jessica Gonzalez

Absent: Councilmembers Ramon Alvarez and Joseph Solomon

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

Mayor Nash-King gave the invocation. Councilmember Segarra led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Protem Adams to approve the agenda, as presented. Motion was seconded by Councilmember Segarra. The motion carried unanimously (5-0).

Presentations

PR-25-031 Presentation recognizing Veterans Cemetery Customer Satisfaction Score

Staff Comments: Laurie Wilson, Assistant City Manager

Ms. Wilson introduced Dr. John Kelley, Director of the Texas State Veterans Cemeteries, who presented the results of the Department of Veterans Affairs' annual satisfaction survey on services provided at the State Veterans Cemetery grounds.

On behalf of the Texas Veterans Land Board, Dr. Kelley awarded the City of Killeen a certificate recognizing their exceptional dedication and service to veterans and their families, which earned a 99.28% customer satisfaction rating in the Texas Cemetery Program for 2025.

Work Session

Discuss agenda items 2 - 5 for the December 9, 2025 Regular Session

Citizen Comments on Agenda Items

Michael Fornino spoke regarding RS-25-191.

Mellisa Brown spoke regarding RS-25-191 and DS-25-056.

Regular Session

Consent Agenda

RS-25-190 Consider a memorandum/resolution accepting the Victims of Crime Act (VOCA) 2026 Crisis Assistance Program grant through the Office of the Governor, Criminal Justice Division.

RS-25-191 Consider a memorandum/resolution authorizing the award of RFP 25-37, Utility Bill Print and Mail Outsourcing to Info Send, Inc., in the annual amount of $479,016.00.

RS-25-192 Consider a memorandum/resolution authorizing an agreement with Quick Roofing (TIPS Contract #25010401) for roof replacement at the Killeen Arts and Activities Center, Building G, in the amount of $181,126.32.

Motion was made by Mayor Protem Adams to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (5-0).

Public Hearings

PH-25-075 Hold a public hearing and consider an ordinance requested by Republic Engineering & Development Services, on behalf of Hereford Development, LLC and the Sheryl Yowell Anderson 1998 Trust ETAL, (Case# Z25-36) amending the Planned Unit Development (PUD) zoning designation of approximately 390.72 acres out of the M. J. Pleasant Survey, Abstract No. 652 and the S. D. Carothers Survey, Abstract No. 177. The subject property is generally located south of Stagecoach Road and west of East Trimmier Road, Killeen, Texas.

The City Secretary Read the caption of the ordinance:
AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 390.72 ACRES OUT OF THE M. J. PLEASANT SURVEY, ABSTRACT NO. 652 AND THE S. D. CAROTHERS SURVEY, ABSTRACT NO. 177, TO AMEND THE PLANNED UNIT DEVELOPMENT (PUD); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services
This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Applicant representative, Chris Doose, Founder and CEO of Flintrock Builders, spoke in favor of the ordinance.

Mayor Nash-King opened the public hearing.

Michael Fornino spoke in opposition of the ordinance.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Councilmember Segarra to approve PH-25-075. Motion was seconded by Mayor Protem Adams. The motion carried unanimously (5-0).

Discussion Items

DS-25-056 Parks Master Plan Progress Update

Staff Comments: Antonio Murphy, Executive Director of Parks & Recreation
Mr. Murphy presented this item to City Council for discussion. Mr. Murphy was available to provide additional information and to answer questions.

Adjournment

With no further business, upon motion being made by Mayor Protem Adams, seconded by Councilmember Gonzalez, and unanimously approved, the meeting was adjourned at 4:17 p.m.

City of Killeen

Staff Report

File Number: MN-26-005

Consider Minutes of Special City Council Meeting of December 19, 2025.

City of Killeen
Special City Council Meeting
Killeen City Hall
December 19, 2025 at 1:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick *(via Zoom)*, Nina Cobb *(arrived at 1:10 p.m.)*, Jose Segarra, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez

Also attending were City Manager Kent Cagle, Assistant City Manager Jeffery Reynolds, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, City Secretary Laura Calcote and Sergeant-at-Arms Rush

Approval of Agenda

Motion was made by Mayor Protem Adams to approve the agenda, as presented. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).

Citizen Comments on Agenda Items

Ricky Williams spoke regarding RS-25-193.

Otetiani Frost spoke regarding RS-25-193.

Kristin Wright spoke regarding RS-25-193.

Leo Gukeisen spoke regarding RS-25-193.

Brandy L.L. Byrd spoke regarding RS-25-193.

Patsy Bracey spoke regarding RS-25-193.

Camron Cochran spoke regarding RS-25-193.

Michael Fornino spoke regarding RS-25-193.

Ken Wilkerson spoke regarding RS-25-193.

Dennis Faulkner spoke regarding RS-25-193.

Louie Minor spoke regarding RS-25-193.

Stone Davidson spoke regarding RS-25-193.

George Blair spoke regarding RS-25-193.

Solange Hommel spoke regarding RS-25-193.

Amelia Rabroker spoke regarding RS-25-193.

Christy Wilbanks spoke regarding RS-25-193.

Mike Wilbanks spoke regarding RS-25-193.

Mikhail Gray spoke regarding RS-25-193.

Resolutions

RS-25-193 Consider a memorandum/resolution changing the date of general elections to a November uniform election date in odd-numbered years.

Staff Comments: Holli Clements, City Attorney
Ms. Clements presented this item to City Council for discussion and consideration.
Ms. Clements was available to provide additional information and to answer questions.

Motion was made by Councilmember Kendrick to change the date of all general elections to a November uniform election date in odd-numbered years to elect Mayor and all Councilmembers at the same time, for the current Mayor and at-large Councilmembers to holdover until November 2027 and to approve RS-25-193. Motion was seconded by Councilmember Cobb.

Motion was made by Mayor Protem Adams to amend the original motion to conduct the May 2026 general election and then proceed to change the date of all general elections to a November uniform election date in odd-numbered years to elect Mayor and all Councilmembers at the same time beginning in November 2027. Motion was seconded by Councilmember Segarra. The motion carried 6-1, with Councilmember Cobb in opposition.

The original motion, with the amendment included, passed unanimously (7-0).

Adjournment

With no further business, upon motion being made by Councilmember Solomon, seconded by Councilmember Gonzalez, and unanimously approved, the meeting was adjourned at 2:31 p.m.

City of Killeen

Staff Report

File Number: RS-26-013

Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Parkhill, for the design of Trailhead Amenities at Purser Heritage Hike & Bike Trail, in the amount of $317,800.00.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

FROM: **Antonio Murphy, Executive Director of Parks and Recreation**

SUBJECT: **Professional Services Agreement with Parkhill to Design Trailhead Amenities at Purser Heritage Hike & Bike Trail**

BACKGROUND AND FINDINGS:

On April 15, 2025, the City Council directed the Parks and Recreation Department to allocate $2.15 million for the Purser Heritage Hike & Bike Trail. This funding is designated for the design and construction of trailhead amenities, which will include a playground, splash pad, and restrooms.

In accordance with this directive, Staff publicly advertised a Request for Qualifications (RFQ) for Design Services related to the Trailhead Amenities at the Purser Heritage Hike & Bike Trail. The City received proposals from six firms, which were thoroughly evaluated by an assessment panel comprised of city staff.

After a comprehensive evaluation process, Parkhill was selected based on their qualifications. Staff is proposing an agreement for $317,800 to proceed with the design services.

This recommendation aligns with The Killeen Parks and Open Space Master Plan's park growth focused recommendation PR13 to identify opportunities to fund and construct the additional neighborhood-scaled park amenities originally conceptualized for Purser Heritage Hike & Bike Trail.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Pursuant to Texas Local Government Code, Section 252.022(a)(4), this item is exempt from the competitive bidding requirements, as it is an agreement for the procurement of professional services.

FINANCIAL IMPACT:

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

Total amount of $317,800 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

If not, where will the money come from?

N/A

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

Yes, funds are available in the 2023 Certificates of Obligation Fund, Design/Engineering account number 306-56200-900-300-923026.

RECOMMENDATION:

City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for the design of Trailhead Amenities at Purser Heritage Hike & Bike Trail in the amount of $317,800, and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Engineering
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Contract Verification
Certificate of Interested Parties
Presentation

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDC No. 1910-1 (1996 Edition)
Revised by City of Killeen 3/03/04

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT/ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 26, 2026 (“Effective Date”) between the CITY OF KILLEEN (“OWNER”) and PARKHILL, SMITH & COOPER, INC. DBA PARKHILL.(“ARCHITECT/ENGINEER”).

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

The scope of work includes Landscape Architectural, Architectural, and Engineering Services. The program includes:
- Restroom building with 2 family restrooms and a room for splash pad pumps, filters, controls, etc.
- Recirculating splash pad.
- Playground with sensory and inclusive elements.
- Concrete pedestrian paving.
- Additional accessible parking spaces as needed
- Perimeter fencing.
- Seating.
- Shade structures.
- Landscape and irrigation.
- Pedestrian scale site lighting.

The project is located within Purser Heritage Oaks Hike and Bike Trailhead at 8001 Pyrite Dr., Killeen, TX 76542. The project site consists of approximately 22,000 SF located between the existing parking lot and Pyrite Dr. and Rosewood Dr.

ARTICLE 1SERVICES OF ARCHITECT/ ENGINEER

1.01 Scope

A. ARCHITECT/ENGINEER (A/E) shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, A/E is authorized to begin Basic Services as set forth in Exhibit A.

C. [Not Used.]

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. A/E's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, A/E's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of A/E, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of A/E's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if A/E's services are delayed through no fault of A/E, A/E may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If A/E's services are delayed or suspended in whole or in part by OWNER, or if A/E's services are extended by Contractor's actions or inactions for more than 90 days through no fault of A/E, A/E shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by A/E in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ARCHITECT/ ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ARCHITECT/7 ENGINEER

A. *For Basic Services*. OWNER shall pay A/E for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services*. OWNER shall pay A/E for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses*. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay A/E for Reimbursable Expenses incurred by A/E and A/E's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices*. Invoices will be prepared in accordance with A/E's standard invoicing practices and will be submitted to OWNER by A/E, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due A/E for services and expenses within 30 days after receipt of A/E's invoice therefore, the amounts due A/E 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. In addition, A/E may, after giving seven days written notice to OWNER, suspend services under this Agreement until A/E has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices*. In the event of a disputed or contested invoice, only that portion so contested may be

withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination*.

1. In the event of any termination under paragraph 6.06, A/E will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by A/E for cause, A/E, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid 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 A/E's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. A/E shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of* A/E*'s Costs*. Records of A/E's costs pertinent to A/E's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify A/E's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on A/E's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to A/E's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. A/E's opinions of probable Construction Cost provided for herein are to be made on the basis of A/E's experience and qualifications and represent A/E's best judgment as an experienced and qualified professional generally familiar with the industry. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, A/E cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by A/E. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and A/E, such Construction Cost limit and a statement of A/E's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. A/E assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional architectural, engineering, and related services performed or furnished by A/E under this Agreement will be the care and skill ordinarily used by members of A/E's profession practicing under similar circumstances at the same time and in the same locality. A/E makes no warranties, express or implied, under this Agreement or otherwise, in connection with A/E's services.

B. A/E shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. A/E shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. A/E shall perform or furnish professional architectural, engineering, and related services in all phases of the Project to which this Agreement applies. A/E shall serve as OWNER's prime professional for the Project. A/E may employ such A/E's Consultants as A/E deems necessary to assist in the performance or furnishing of the services. A/E shall not be required to employ any A/E's Consultant unacceptable to A/E.

D. A/E and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to A/E's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and A/E may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to A/E pursuant to this Agreement. A/E may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of A/E.

G. Prior to the commencement of the Construction Phase, OWNER shall notify A/E of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that A/E will be requested to provide to OWNER or third parties in connection with the Project. OWNER and A/E shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable A/E to provide the notices or certifications requested.

H. A/E shall not be required to sign any documents, no matter by whom requested, that would result in the A/E's having to certify, guarantee or warrant the existence of conditions whose existence the A/E cannot ascertain. OWNER agrees not to make resolution of any dispute with the A/E or payment of any amount due to the A/E in any way contingent upon the A/E's signing any such certification.

I. During the Construction Phase, A/E shall not supervise, direct, or have control over Contractor's work, nor shall A/E have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. A/E neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. A/E shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except A/E's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of A/E.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, A/E and OWNER shall designate specific individuals to act as A/E's and OWNER's representatives with respect to the services to be performed or furnished by A/E and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, A/E's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if A/E's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the A/E that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and A/E shall retain an ownership and property interest therein (including the right of reuse at the discretion of the A/E) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by A/E are limited to the printed copies (also known as hard copies) that are delivered to the A/E pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to A/E are only for convenience of A/E. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as

hard copies) that are signed or sealed by the A/E. Files in electronic media format of text, data, graphics, or of other types that are furnished by A/E to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. A/E shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, A/E makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by A/E at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by A/E, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to A/E or to A/E's Consultants. OWNER shall indemnify and hold harmless A/E and A/E's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle A/E to further compensation at rates to be agreed upon by OWNER and A/E.

6.05 Insurance

A. A/E shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause A/E and A/E's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause A/E and A/E's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and A/E shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of A/E's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that A/E's and A/E's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that A/E, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of A/E, and if commercially available, A/E shall obtain and shall require A/E's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause*,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By A/E:

1) upon seven days written notice if A/E believes that A/E is being requested by OWNER to furnish or perform services contrary to A/E's responsibilities as a licensed professional; or

2) upon seven days written notice if the A/E's services for the Project are delayed or suspended for more than 90 days for reasons beyond A/E's control.

3) A/E shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*,

a. By OWNER effective upon the receipt of notice by A/E.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow A/E to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and A/E each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and A/E (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and A/E) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor A/E may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or A/E to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and A/E and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to A/E that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to A/E the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, A/E shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that A/E's scope of services does not include any services related to a Hazardous Environmental Condition. In the event A/E or any other party encounters a Hazardous Environmental Condition, A/E 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 OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that A/E is performing professional services for OWNER and that A/E is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with A/E's activities under this Agreement.

F. If A/E's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify A/E 's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, A/E shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of A/E or A/E's officers, directors, partners, employees, and A/E's Consultants in the performance and furnishing of A/E's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless A/E, A/E's officers, directors, partners, employees, and A/E's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless A/E and its officers, directors, partners, employees, and A/E's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and A/E in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and A/E, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by A/E in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and A/E for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application* for Payment--The form acceptable to A/E which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by A/E in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by A/E, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contrac*t--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by A/E. Construction Cost does not include costs of services of A/E or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and A/E's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by A/E's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard,

test, or approval referred to in the Contract Documents, or has been damaged prior to A/E's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by A/E to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by A/E which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *A/E's Consultants*--Individuals or entities having a contract with A/E to furnish services with respect to this Project as A/E's independent professional associates, consultants, subcontractors, or vendors. The term A/E includes A/E's Consultants.

24. *Field Order*--A written order issued by A/E which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. PCB's--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the A/E, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which A/E considers significant based on record documents furnished by Contractor to A/E and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by A/E in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay A/E as indicated in Exhibit C.

34. *Resident Project Representative*--[Not used.]

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to A/E to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of A/E, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. Supplementary Conditions--That part of the Contract Documents which amends or supplements the General Conditions.

41. Total Project Costs--The sum of the Construction Cost, allowances for contingencies, the total costs of services of A/E or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the A/E, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "A/E's Services," consisting of 12 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to A/E for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, [Not used.], consisting of 1 page.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 1 page.

G. Exhibit G, "Insurance," consisting of 3 pages.

H. Exhibit H, "Special Provisions," consisting of 1 page.

I. Exhibit I , "DBE Goals," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 35 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and A/E and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

By signing this contract, A/E hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen

By Judith Tangalin

Title Executive Director of Finance

Date Signed:

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Crystal Kazakos Digitally signed by Crystal Kazakos Date: 2025.12.23 10:08:05 -06'00'

Designated Representative (paragraph 6.02.A):

Crystal Kazakos

Title: Park Planner

Phone Number: 254-501-6531

Facsimile Number:

E-Mail Address: ckazakaos@killeentexas.gov

ARCHITECT/ENGINEER: Parkhill, Smith & Cooper, Inc..

By: Michael Chad Davis

Title: Director of Landscape Architecture | Partner

Date Signed: 12/22/25

Address for giving notices:

4222 85th Street

Lubbock, TX 79423

Designated Representative (paragraph 6.02.A):

Clint Wofford

Title: Landscape Architect | Partner

Phone Number: 682.399.6444

Facsimile Number:

E-Mail Address: cwofford@Parkhill.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____ _____, _____.

Initial:
OWNER _____
ARCHITECT/ENGINEER M.C.D.

ARCHITECT/ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ARCHITECT/ENGINEER (A/E) shall provide Basic and Additional Services as set forth below in Proposal for Professional Services for the Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail

Exhibit A – Scope of Services

Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail

City of Killeen

Parkhill

October 24, 2025

Ms. Natalie Waddington
Procurement SPC
City of Killeen
802 N. 2nd St., Bldg. E, 2nd Floor
Killeen, TX 76541

Re: Proposal for Professional Services for the Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail

Dear Ms. Waddington:

Parkhill is pleased to present this Proposal to City of Killeen (Client) for Professional Services related to the Trailhead Amenities at Purser Heritage Oaks Hike and Bike Trail. (Project). Parkhill (A/E) shall perform the following Professional Services in accordance with City of Killeen requirements. The following outlines our understanding of the Project Scope and how we propose to provide services for the project.

PROJECT DESCRIPTION

The scope of work includes Landscape Architectural, Architectural, and Engineering Services. The program includes:

A. Restroom building with 2 family restrooms and a room for splash pad pumps, filters, controls, etc.
B. Recirculating splash pad.
C. Playground with sensory and inclusive elements.
D. Concrete pedestrian paving.
E. Additional accessible parking spaces as needed
F. Perimeter fencing.
G. Seating.
H. Shade structures.
I. Landscape and irrigation.
J. Pedestrian scale site lighting.

The project is located within Purser Heritage Oaks Hike and Bike Trailhead at 8001 Pyrite Dr., Killeen, TX 76542. The project site consists of approximately 22,000 SF located between the existing parking lot and Pyrite Dr. and Rosewood Dr.

The project budget including construction costs, design fees and other soft costs is $1,984,000.00.

SCOPE OF SERVICES

A/E proposes to provide Professional Landscape Architecture services for the Project as detailed in Exhibit A.

SCHEDULE

A schedule for the work will be provided upon acceptance of this proposal.

COMPENSATION

Our fees for the Basic Services described in Exhibit A will be based on a lump sum amount of $276,000.00 and will be billed on a complete percentage method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule as shown in Exhibit B.

BASIC SERVICES		
Schematic Design		$ 40,000.00
Construction Documents		$ 183,000.00
Bidding		$ 8,000.00
CACO and Record Drawings		$ 45,000.00
	Sub-Total	**$ 276,000.00**
OTHER SERVICES		
Topographical Survey		$ 14,000.00
Geotechnical Investigation		$ 9,900.00
Public Engagement		$ 5,500.00
Site Plan Submittal		$ 7,400.00
	Sub-Total	**$ 36,800.00**
	Reimbursable Expenses	$ 5,000.00
	Total	**$ 317,800.00**

Invoices will be sent to:

Ms. Natalie Waddington
Procurement SPC
City of Killeen
802 N. 2nd St., Bldg. E, 2nd Floor
Killeen, TX 76541

A/E will also send invoices via the email address NWaddington@killeeentexas.gov.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, and reports. We estimate these expenses to be approximately $5,000.00.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement. We will not proceed until an Agreement has been executed by both parties.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By _____
Clint Wofford, RLA
Landscape Architect | Principal

By _____
Chad Davis, ASLA
Landscape Architect | Sector Director

CITY OF KILLEEN (CLIENT)

Signature: _____

Name: _____

Title: _____

Date: _____

CW/ilc

Enclosures: Exhibit A – Scope of Services
Exhibit B – Hourly Rates

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas

Parkhill

EXHIBIT A

SCOPE OF SERVICES / APPROACH

BASIC SERVICES

Part I – Schematic Design

A. A/E will provide/perform the following Schematic Design Phase Services.
- A/E shall prepare 2-3 preliminary concept plans illustrating the general layout of the splash pad, playground, restroom building and other site components for review by the CLIENT. The preliminary concept plans will be hand sketches digitally overlayed onto an aerial photograph.
- A/E shall prepare 2-3 Preliminary floor plans and building elevations for review by the owner.
- A/E shall refine the preliminary concept plans based on the CLIENT's comments to develop final site plan and building floor plan and elevations.
- A/E shall begin coordination with the splash pad and playground vendors to develop 2-3 design options to fit within the footprints provided on the final concept.
- Attend up to two (2) in-person meetings to coordinate and review with CLIENT and the design team. Virtual meeting will be held as necessary throughout the task.
- Deliverables: Digitally rendered site plan illustrating the final concept plan.

Part II – Construction Documents Phase

- A/E will provide/perform the following Construction Documents Phase Services.
  - All Drawings and details will be produced in AutoCAD. All specifications will be produced in Word.
  - A/E shall prepare drawings and other documents to fix and describe the size and character of the project regarding site, architectural, civil, structural, and electrical systems, materials and other elements as may be appropriate.
  - Based upon the approved design, and further adjustments to the Scope or quality of the Project, or in the project design budget authorized by the CLIENT, A/E shall prepare, for approval, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project.
  - Attend up to two (3) in-person meetings to coordinate and review with the CLIENT and the design team. Virtual meeting will be held as necessary throughout the task.
  - Design shall meet all applicable City of Killeen design and construction standards and applicable state regulations.
  - One set of Constructions Documents will be prepared and will be let as a single bid package.
  - Review documents will be submitted at 50%, 90%, and 100% completion. Each review submittal shall include plans, project manual, and an updated schedule.
  - Construction Documents shall be submitted to CLIENT. A/E to address up to two rounds of CLIENT comments. If additional submittals are required, then additional compensation will be required as an Additional Service on an hourly basis.

- Deliverables: Design Development / 50% CDs, 90% CD Design Review Submittal, Issue for Bid Construction Documents, Project Manual (Front End Documents and Technical Specifications), and Meetings with CLIENT (as necessary)

A. Regulatory Review: A/E shall apply for and obtain required regulatory reviews and permits. A/E will pay for required permits during the planning and design phases. Permit fees paid by the A/E will be invoiced as reimbursable expenses. During construction, Contractor shall apply for and obtain all construction required permits including Building Permits, Signage Permits, Irrigation Permits, etc.

Part III – Bidding Phase

- Services: A/E will provide/perform the following Bidding Phase Services for each bid package.
  - A/E shall provide a Bid Form structured in a format appropriate to the type of construction.
  - Answer questions from Bidders and prepare Addenda, as necessary.
  - Review "or-equal" submittals from Contractor.
  - Attending pre-bid meeting, if required.
  - Attend Bid opening.
  - Assist CLIENT in prequalification of Bidders.
  - Assist CLIENT in preconstruction conference.
  - A/E will distribute electronic Bid Documents to prospective Contractors.

Part IV – Construction Contract Administration Phase

A. Services: A/E will provide/perform the following Construction Administration Phase Services for each bid package.
   - Provide site observation visits appropriate to the stage and quality of Contractor's works in progress. Site observation visits shall be provided for the purpose of ascertaining for CLIENT that the Work is in substantial or general conformance with the Contract Documents and design intent. Typically, site observation visits will be made once a month.
     - Should nonconforming or defective work be observed, A/E will endeavor to immediately inform the CLIENT that conforming or remedial action is required.
     - On-site meetings shall be approximately once a month.
     - A/E will provide site observation visits on a regular basis as appropriate to the Project. One virtual meeting per month can be held to address general questions, discuss submittals, RFI's and outstanding issues. One on-site monthly meeting will be held to observe construction progress and review payment applications. Total number of on-site visits will be 8. If the Project runs over 8 months, site visits will be provided on an hourly basis and will be billed as Supplemental Services.
     - On-site pre-construction meetings will be held for critical tasks prior to Contractor commencing tasks such as:
       - Earthwork.
       - Utilities.
       - Buildings.
       - Roadways/parking.
       - Irrigation system.
     - Site observation visits provided by A/E as necessary to correct errors or omissions or to clarify ambiguities in the Plans will not accrue against the visits described above.
   - Review Shop Drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents. Provide CLIENT an electronic copy of all product submittals and/or cut sheets used on the Project.
   - Respond to RFIs and log RFIs.
   - Review change proposals and change requests.
   - Provide ASIs, if needed.
   - Provide written responses to requests for information or clarification.
   - Recommend change orders, if required.
   - Assist CLIENT in conducting the substantial completion and final completion.

A. Status During Construction:
- Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or any subcontractors thereof (generally and collectively referred to as "Contractors" nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work. A/E is responsible for consulting, notifying, and coordinating with the CLIENT.
- Except, and unless prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

B. Record Drawing:
- A/E will provide/perform the following Record Drawing Phase Services:
  - A/E will transfer information provided by Contractor (As-Built/markups) after construction is complete. As-Built/markups will be provided to Parkhill by Contractor, by means of digital files (AutoCAD/REVIT and PDF).
  - A/E will produce Record Drawings from these files to submit to CLIENT for their records, in AutoCAD/REVIT or PDF as requested by the CLIENT.

C. A/E will not be providing Inspection Services.

RELATED SERVICES

Part I – Topographical Survey

A. A/E shall secure the services of an independent registered land surveyor to perform a topographical survey of the project site. The survey will provide a minimum contour interval of one foot, include the existing facilities nearby utilities, trees with a 3-inch caliper or greater, adjacent parking lots/drive aisles, adjacent streets, boundary lines and other miscellaneous items.

Part II – Geotechnical Investigation

- A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the building foundation(s), paving, post-tension slabs, light pole footings, retaining walls, etc.

Part III – Community Engagement

A. If needed, A/E shall assist the CLIENT in gathering input from the adjacent communities regarding the development of the proposed program. A/E shall prepare and provide presentation graphics for one open-house format public meeting to present two concept plans with two distinct splashpad and playground designs. The information gathered from the public will be used to select which concept plan will be developed into the final plan.

Part IV – Site Plan Submittal

A. If needed, A/E submit the completed construction documents to the City of Killeen for formal review by the various departments. A/E shall respond to the comments and revise the plans as necessary. A/E to address up to two rounds of CLIENT comments. If additional submittals are required, then additional compensation will be required as an Additional Service on an hourly basis.

Part V – Reimbursable Expenses

A Reimbursable expenses will be billed at invoice cost plus 15%. Reimbursable expenses include but are not limited to: postage: shipping: reproductions/copies; color plots; prints; accessibility review; and inspection fees; reproduction of Contract Documents; permit fees; and reports. A/E is proposing a reimbursable expenses budget of $5,000. This amount shall not be exceeded without prior written approval by the CLIENT.

Part VI – Additional Services

- If the Budget or Scope of work described herein is changed or if additional bid packages are required, or if additional submittals for Development Review are required beyond the number stipulated in Basic Services, Professional Services required to include said changes shall be considered Additional Services, and compensation for A/E's services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both CLIENT and A/E prior to any supplemental services being provided.
- The following services are not included in this Agreement but are available to CLIENT upon written authorized approval and mutual agreement.
  - Models, or mock-ups other than what is defined in Basic Services.
  - 3D Animations.
  - Project Website.
  - Environmental/Corps of Engineers/FEMA permits.
  - Subsurface utility Engineering (SUE)
  - Meetings (beyond those listed in the Scope description).
  - Grant Applications and related documents.
  - Additional site visits beyond those stipulated in the Scope definition during Construction.
  - Assistance by A/E to CLIENT in the resolution of construction-contract disputes between CLIENT and its Contractor, or contract-related claims against CLIENT, are not a part of the Scope of this Proposal. However, such services may be provided as Additional Services by separate agreement or amendment, as provided for herein, to this Agreement.
  - Water Supply Study.
  - Additional property acquisitions. If additional properties are acquired and added to the park, adjustments to the Professional Services Agreement may be required.

EXCLUSIONS

A. The intent of this Scope of Services is to include only the services specifically listed herein for this Project. Services specifically excluded from this Scope of Services include, but are not necessarily limited to, the following:
   - Offsite field surveying or production of related maps for purposes of determining off-site utility locations.
   - Presentations to City Council, Park Board, or other boards and bodies.
   - Design of off-site utility services or drainage facilities to more than 100 feet from any boundary of the Project site, except as stipulated herein.

- Street and/or Roadway Engineering of surrounding streets.
- Fees for permits and advertising.
- Full-time or otherwise more frequent site observation visits, than provided as Basic Services to monitor Contractor's Work in Progress.
- 3D digital model and renderings.
- Full-time or otherwise more frequent site observation visits, than provided as Basic Services to monitor Contractor's Work in Progress.

DELIVERABLES

A. Schematic Design: As listed above.

B. Construction Documents: As listed above.

C. Bidding: Bid Form, Bid Tabulation.

D. Construction Administration:
- Replies to Requests for Information (RFI).
- Architect's Supplemental Information (SI).
- Applications for Payment.
- Submittal review comments.
- Certificate of Substantial Completion.

E. Digital copies of the following reports and data:
- Geotechnical Investigation.

F. Record Drawings.

ITEMS AND SERVICES TO BE PROVIDED BY THE CLIENT

The CLIENT will provide the following services to the A/E in the performance of the project upon request.

- Existing data the CLIENT has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the A/E in obtaining any required data and information from local utility companies, as necessary.
- Standard details and specifications in digital format.
- Assist the A/E in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.

END OF EXHIBIT

Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026

Client: _____ **Project:** _____

Agreement Date: _____ **Location:** _____

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$84.00
SUPPORT STAFF II	$97.00
SUPPORT STAFF III	$134.00
SUPPORT STAFF IV	$142.00
SUPPORT STAFF V	$157.00
SUPPORT STAFF VI	$171.00
PROFESSIONAL LEVEL I	
Architect	$171.00
Civil Engineer	$184.00
Electrical Engineer	$185.00
Interior Designer	$158.00
Landscape Architect	$158.00
Mechanical Engineer	$177.00
Structural Engineer	$176.00
Survey Tech	$149.00
Other Professional	$155.00
PROFESSIONAL LEVEL II	
Architect	$185.00
Civil Engineer	$207.00
Electrical Engineer	$210.00
Interior Designer	$166.00
Landscape Architect	$166.00
Mechanical Engineer	$203.00
Structural Engineer	$200.00
Survey Tech	$163.00
Other Professional	$164.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$210.00
Civil Engineer	$254.00
Electrical Engineer	$244.00
Interior Designer	$182.00
Landscape Architect	$196.00
Mechanical Engineer	$237.00
Structural Engineer	$244.00
Survey Tech	$190.00
Other Professional	$180.00
PROFESSIONAL LEVEL IV	
Architect	$256.00
Civil Engineer	$296.00
Electrical Engineer	$285.00
Interior Designer	$200.00
Landscape Architect	$213.00
Mechanical Engineer	$277.00
Structural Engineer	$282.00
Survey Tech	$231.00
Other Professional	$213.00
PROFESSIONAL LEVEL V	
Architect	$310.00
Civil Engineer	$351.00
Electrical Engineer	$344.00
Interior Designer	$239.00
Landscape Architect	$259.00
Mechanical Engineer	$332.00
Structural Engineer	$310.00
Professional Land Surveyor	$262.00
Other Professional	$237.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$327.00
Civil Engineer	$352.00
Electrical Engineer	$346.00
Interior Designer	$259.00
Landscape Architect	$277.00
Mechanical Engineer	$335.00
Structural Engineer	$314.00
Professional Land Surveyor	$293.00
Other Professional	$270.00
PROFESSIONAL LEVEL VII	
Architect	$417.00
Civil Engineer	$425.00
Electrical Engineer	$412.00
Interior Designer	$356.00
Landscape Architect	$356.00
Mechanical Engineer	$396.00
Structural Engineer	$415.00
Professional Land Surveyor	$355.00
Other Professional	$341.00

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026.
After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

Parkhill

PROPOSED SCHEDULE
CITY OF KILLEEN
Purser Oaks Heritage Trail - Trailhead Amenities
December 8, 2025

red text indicates involvement by Owner

Stage of Services	Cal. days to Complete	Projected Date
Authorization from City to Proceed		Monday, January 26, 2026
Design Phase		
Begin Topographic Survey	1	Tuesday, January 27, 2026
Begin Geotech Report	1	Tuesday, January 27, 2026
Kick-off Meeting with City Staff	1	Tuesday, January 27, 2026
Site Reconnassaince Visit	7	Tuesday, February 3, 2026
Preliminary Design Concepts	21	Tuesday, February 24, 2026
Review Preliminary Design Concepts with Owner	7	Tuesday, March 3, 2026
Prepare for Public Engagement Meeting (if needed)	14	Tuesday, March 17, 2026
Final Design Concept	14	Tuesday, March 31, 2026
50% CD/100% DD submittal	28	Tuesday, April 28, 2026
Review by CLIENT	7	Tuesday, May 5, 2026
90% CD Review Submittal	21	Tuesday, May 26, 2026
Review by CLIENT	7	Tuesday, June 2, 2026
100% CD Review Submittal	14	Tuesday, June 16, 2026
Submit for Regulatory Review	1	Wednesday, June 17, 2026
100% CDs for Restroom Building	22	Thursday, July 9, 2026
Bidding Phase		
Advertise for Bid	7	Thursday, July 16, 2026
Advertise for Bid	7	Thursday, July 23, 2026
Bid Opening	7	Thursday, July 30, 2026
City Council approve bids/GMP	*14*	*Thursday, August 13, 2026*
Construction Phase		
Start Construction	7	Thursday, August 20, 2026
Substantial Completion	239	Friday, April 9, 2027
Project Closeout & Record Drawings	14	Friday, April 23, 2027

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ARCHITECT/ENGINEER M.C.D.

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ARCHITECT/ENGINEER (A/E) with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for A/E to include in the Bidding Documents, when applicable.

B. Furnish to A/E any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following A/E's assessment of initially-available Project information and data and upon A/E's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable A/E to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to A/E whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of A/E's services, or any defect or nonconformance in A/E's services or in the work of any Contractor.

E. Authorize A/E to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for A/E to enter upon public and private property as required for A/E to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by A/E (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by A/E and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or A/E reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise A/E of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to A/E data as to OWNER's anticipated costs for services to be provided by others for OWNER so that A/E may make the necessary calculations to develop and periodically adjust A/E's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, A/E to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of A/E.

M. If more than one prime contract is to be awarded for the Work designed or specified by A/E, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of A/E as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than A/E (and disclose the identity of such individual or entity to A/E) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide A/E with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated

_____, _____

Initial:

OWNER _____

ARCHITECT/ENGINEER M.C.D.

Payments to A/E for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE A/E

C4.01 *For Basic& Other Services Having A Determined Scope*

A. OWNER shall pay A/E for Basic & Other Services set forth in Exhibit A services, if any, as follows:

1. Progress payments in the amount of $317,800 based on the following assumed distribution of compensation:

a.	Schematic Design	$40,000
b.	Construction Documents	$183,000
c.	Bidding	$8,000
d.	CACO & Record Drawings	$45,000
e.	Topographical Survey	$14,000
f.	Geotechnical Investigation	$9,900
h.	Public Engagement	$5,500
i.	Site Plan Submittal	$7,400
j.	Reimbursable Expenses	$5,000

2. A/E may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for A/E's services and services of A/E's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for A/E's services will be based upon A/E's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by A/E for this Project than identified in Exhibit A, the A/E shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT D**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ARCHITECT/ENGINEER M.C.D.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

[Not applicable/Not sed.]

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ARCHITECT/ENGINEER M.C.D.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ARCHITECT/ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By:_____

Title:_____

Dated:_____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the architecture & engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of A/E.

3. Said Notice is given as to the best of A/E's knowledge, information, and belief as of the date hereof.

4. Said Notice is based entirely on and expressly limited by the scope of services A/E has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under A/E's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within A/E's knowledge or could reasonably have been ascertained by A/E as a result of carrying out the responsibilities specifically assigned to A/E under A/E's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.

5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ARCHITECT/ENGINEER M.C.D.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

A. A Construction Cost limit in the amount of One million four hundred ninety-nine thousand seven hundred sixty Dollars ($ 1,499,760.00) is hereby agreed to.

B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.

C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. A/E will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.

E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on A/E, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), A/E shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. In lieu of other compensation for services in making such modifications, OWNER shall pay A/E's cost of such services, including the costs of the services of A/E's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to A/E on account of such services. The providing of such services will be the limit of A/E's responsibility in this regard and, having done so, A/E shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ARCHITECT/ENGINEER M.C.D.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory	
b. Employer's Liability --		
1) Each Accident:	$	500,000
2) Disease, Policy Limit:	$	500,000
3) Disease, Each Employee:	$	500,000
c. General Liability --		
1) Each Occurrence (Bodily Injury and Property Damage):	$	1,000,000
2) General Aggregate:	$	2,000,000
d. Excess or Umbrella Liability --		
1) Each Occurrence:	$	4,000,000
2) General Aggregate:	$	4,000,000
e. Automobile Liability --		
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$	500,000
f. Professional Liability --	$2,000,000	per claim

g. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Dee Bartlett
Sanford & Tatum Insurance Agency	**PHONE (A/C, No, Ext):** (806) 792-5564 **FAX (A/C, No):** (806) 792-9344
PO Box 64790	**E-MAIL ADDRESS:** dee.bartlett@sanfordtatum.com
Lubbock TX 79464	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Parkhill, Smith & Cooper, Inc. dba Parkhill	**INSURER A :** Phoenix Insurance Co — 25623
4222 85th Street	**INSURER B :** Charter Oak Fire Ins. Co — 25615
	INSURER C : Travelers Property Casualty Co. of America — 25674
Lubbock TX 79423	**INSURER D :** Farmington Casualty — 41483
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6305H948872	09/30/2024	09/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA4N167444	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP5H948872	09/30/2024	09/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5H948872	09/30/2024	09/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER

Sample Certificate of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dianah Tatum

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joe Bryant		
Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	PHONE (A/C, No, Ext): (214) 323-4602	FAX (A/C, No): (214) 503-8899	
	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Casualty and Surety Co of Amer		31194
INSURED Parkhill 4222 85th St. Lubbock TX 79423	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 83457887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Liability		✓	106653747	1/10/2025	1/10/2026	Per Claim	$2,000,000
							Annual Aggregate	$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

Joe Bryant

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____

ARCHITECT/ENGINEER M.C.D.

Special Provisions

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services dated** _____, _____.

Initial:

OWNER_____

ARCHITECT/ENGINEER M.C.D.

DBE Goal

DBE Goal 0%

Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*

- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

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

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

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

Signature

Parkhill
Company Name

Michael Chad Davis
Printed Name

Firm Partner
Title

12/3/2025
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1360811

Date Filed:
09/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Parkhill
Fort Worth, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-10
Trailhead amenities to includes the design of a playground, splashpad, and restroom facility at Purser Heritage Hike & Bike Trail located at 8001 Pyrite Drive

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, Jonh	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Finley, David	Frisco , TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Edwards , Zane	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dan Hart, and my date of birth is 11/12/1967.

My address is 11902 Burnet Road Suite 100, Austin (city), TX (state), 78758 (zip code), US (country).

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

Executed in Travis County, State of Texas, on the 9 day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

DESIGN SERVICES FOR PURSER HERITAGE HIKE & BIKE TRAIL

RS-26-013

January 20, 2026

Background

- April 15, 2025, the City Council allocated $2.15M for Design Services & Construction of Trailhead Amenities for Purser Heritage Hike & Bike Trail.

Background

- *The Killeen Parks & Open Space Master Plan* includes Recommendation PR13, which identifies opportunities to fund and construct the additional neighborhood-scaled park amenities originally conceptualized for Purser Heritage Hike & Bike Trail.

Procurement Process

- Advertised Sunday the 31st of August & 7th of September Killeen Daily Herald & OpenGov Portal
- Deadline for Submissions: September 17, 2025, at 1:30 PM
- Proposals were unsealed on September 17, 2025, at 4 PM
- Thorough review of (6) Submissions & Evaluations were completed by staff from Engineering, Parks & Recreation, & City Manager's Office

Procurement Process (Continued)

- The submissions were scored based on:
  - Company Profile & Qualifications
  - Project Team & Experience
  - Technical Approach & Methodology
  - Schedule, Deliverables & Work Plan
- After careful consideration Parkhill scored the highest for their proposal.

Discussion

- The consultant's services will include design & construction administration services:
  - Community engagement
  - Design playground, splash pad, and restroom
  - Ensure ADA compliance and ease of access
  - Preparation of bid documents and management of contractor inquiries
- The total cost of design services is $317,800.
- $2.15M in CO Bond funding was allocated for the estimated total project costs

Estimated Timeline

- Design Phase: January 2026 - July 2026
- Bidding Phase: July 2026 - August 2026
- Construction Phase: August 2026 - April 2027

Recommendation

- Staff recommends that the Council approve the agreement with Parkhill for the design of trailhead amenities at Purser Heritage Hike & Bike Trail.

City of Killeen

Staff Report

File Number: RS-26-014

Consider a memorandum/resolution authorizing a Letter of Agreement with Pump Solutions, Inc., for removal and installation of six submersible chopper pumps at Lift Stations #21, 22 and 24, in the amount of $227,857.00.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

FROM: **Christopher Noll, Interim Executive Director of Public Works**

SUBJECT: **Authorize the execution of a Letter of Agreement with Pump Solutions, Inc., for the removal and installation of six submersible chopper pumps at Lift Stations #21, 22 and 24**

BACKGROUND AND FINDINGS:

In June 2024, a five-year maintenance plan was approved to bring the City's water and sewer stations up to date. In January 2025, staff advertised for a multi-year bid for pump replacements at twelve lift stations and two pump stations. Lift stations 21, 22, and 24 were on the list for replacement. On March 18, 2025, Council approved the rejection of the one response received for Bid 25-16, Multi-Pump Replacements, due to the quote not matching the specifications.
This letter of agreement is based on the quote from Pump Solutions, Inc., for the replacement of six submersible pumps at three lift stations; #21, #22, and #24.
Lift Station #21 was constructed in 2005 and operates two 20-horsepower (HP) submersible pumps. With a rated capacity of 1.0 million gallons per day (MGD), it receives flow from the northern and central Splawn Ranch subdivision and surrounding areas and conveys this flow downstream to Lift Station #24.
Lift Station #22 was constructed in 2010 and operates two 50-HP submersible pumps. With a rated capacity of 2.2 MGD, it receives flow from Lift Station #23B and subdivisions located north of the site along the eastern side of Bunny Trail and conveys this flow downstream to Lift Station #20.
Lift Station #24 was constructed in 2005 and operates two 75-HP submersible pumps. With a rated capacity of 2.5 MGD, it receives flow from Lift Station #21 and the southern portion of the Splawn Ranch subdivision and conveys this flow downstream to Bell County Water Control Improvement District #1 Wastewater Treatment Plant.
The contractor is a member of The Interlocal Purchasing System (TIPS) contract #23010401. Staff is requesting Pump Solutions, Inc., be approved to provide the removal and installation of two submersible chopper pumps at each lift station, totaling six pumps. Immediate replacement is highly recommended to ensure continued functionality of sanitary sewer services, resolve complications during routine maintenance, and establish long-term reliability for future needs.

The funding is allocated in the Fiscal Year (FY) 2026 Water and Sewer Division Budget.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This purchase will be made with Pump Solutions, Inc., through TIPS contract no. 23010401. Purchases made through a cooperative contract are exempt from the competitive bidding process, as stated in Texas Local Government Code section 271.102, subchapter F, "a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The total expenditure for FY 2026 is $227,857.00.

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

One-time

Is this revenue/expenditure budgeted?

Yes, funds are available in the Water & Sewer Fund in account 550-56315-400-405-000000.

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:

Authorize the City Manager, or his designee, to execute a Letter of Agreement with Pump Solutions, Inc., in the amount of $227,857.00 utilizing the cooperative TIPS contract number 23010401 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Public Works
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
TIPS Contract
Certificate of Insurance
Certificate of Interested Parties
Presentation

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Pump Solutions, Inc., ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Furnish, deliver, and install six new submersible chopper pumps at the following locations: 2 pumps (4XSCDG20084 - 20HP, 460V, 3PH) at Lift Station #21, 2 pumps (6XSCDK50044 - 50HP, 460V, 3PH) at Lift Station #22, and 2 pumps (6XSCDK60044 - 60HP, 460V, 3PH) at Lift Station #24. Contractor will also remove existing pumps. Said scope being more thoroughly described in the quote, which is attached hereto and incorporated herein for all purposes as Exhibit "A" (the "Services").

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate on September 30, 2026.

Consideration. Contractor agrees to provide the Services stated above:

For the lump sum payment not to exceed $227,857.00. Contractor is a member of The Interlocal Purchasing System (TIPS) Cooperative: Contract #23010401.

Payment is net 30 days from invoice date following completion of all services.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, 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.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at $100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.

- Texas Government Code, Chapter 2274 – Contractor 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. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.

- Texas Government Code, Chapter 2276 – Contractor 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 Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City	Contractor
Kent Cagle City Manager	Date
	Name: Title:
	Date

The Interlocal Purchasing System

Purchasing Made Personal

Printed 31 October 2025

www.pumpsolutions.net

Pump Solutions Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	18594 US HWY 59
CITY	New Caney
STATE	TX
ZIP	77357

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

TX

Overview

Pump Solutions is a Municipal Pump Distributor for the state of Texas for an assortment of quality pump manufacturers as well as control panel and access cover manufacturers. Pump Solutions has service personnel on call 24 hours a day. The company also has eight (8) Maintainer Hydraulic Crane Trucks with 6000 lb. lifting capacity. Our Houston office has a full service repair shop with blast booth, paint booth, state of the art test pit, test panel, (2) 10-ton overhead cranes and (4) work stations for the (3) mechanics on staff. Our Mansfield location is a 12,000 sqft facility to house an office with our sales team, (3) service technicians, warehouse, and repair facility with blast booth, paint booth, test panel,10-ton overhead crane and (2) mechanic work stations.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23010401	Trades, Labor, and Materials (NON-JOC)	04/30/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

23010401

Phil Korenek	Owner and Presidet	(281) 399-9400	phil@pumpsolutions.net
Sandy Korenek	Vice President and	(281) 399-9400	sandy@pumpsolutions.net

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Boulevard, Suite 2400 Houston TX 77042	**CONTACT NAME:** Diana V. Cruz - diana.cruz@marshmma.com **PHONE (A/C, No, Ext):** 713-780-6104/713-346-1274 **FAX (A/C, No):** Nitashia N. Jackson **E-MAIL ADDRESS:** nitashia.jackson@marshmma.com
INSURED DXPEN-1 DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Co of Amer — 25674 **INSURER B :** Travelers Indemnity Company of CT — 25682 **INSURER C :** Standard Fire Insurance Company — 19070 **INSURER D :** Navigators Insurance Company — 42307 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 141583338 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			TJGLSA9366B889TIL25	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Hired Car PD X CA9948			TC2JCAP9366B921TIL25 TEBAP9366B933TCT25	6/1/2025 6/1/2025	6/1/2026 6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp. Ded / Coll. Ded	$ 2,000,000 $ $ $ $ 1,000 / 1,000
D	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			HO25EXC894354IV	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4Y9323602551K UB4Y91366A2551R	6/1/2025 6/1/2025	6/1/2026 6/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	See Below for Other Coverages						See Below	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage: Excess (General Liability / Employers Liability Only)
Carrier: Crum & Forster Specialty Insurance Company (NAIC: 44520)
Policy Number: SEO139538
Policy Term: 06/01/2025 to 06/01/2026
Limit: $1,000,000 Each Occurrence /$1,000,000 General Aggregate /$1,000,000 Products & Completed Operations
Excess of:
$2,000,000 Aggregate/$1,000,000 Occurrence – General Liability (Travelers Property Casualty Company of America)
See Attached...

CERTIFICATE HOLDER

City of Killeen
805 W. Jasper Drive
Killeen, TX 76542-1325

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Herrington

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

$1,000,000 Each Accident/$1,000,000 Disease – Each Employee/$1,000,000 Disease – Employers Liability (Standard Fire Insurance Company / Travelers Property Casualty Company of America)

Coverage: Excess (Auto Only)
Carrier: Crum & Forster Specialty Insurance Company (NAIC: 44520)
Policy Number: SEO139537
Policy Term: 06/01/2025 to 06/01/2026
Limit: $2,000,000 Combined Single Limit
Excess of:
$2M Primary Auto Liability (Travelers Property Casualty Company of America)

Coverage: Contractors Pollution Liability Including Sudden & Accidental
Carrier: Aspen Specialty Insurance Company (NAIC: 10717)
Policy Number: ER0157425
Policy Term: 06/27/2025 to 06/01/2026
Limit: $6,000,000 Each Incident / $6,000,000 Aggregate / $50,000 Deductible

Coverage: Professional Liability (Claims Made)
Carrier: Starr Surplus Lines Insurance Company (NAIC: 13604)
Policy Number: SLSLPRO26235725
Policy Term: 06/01/2025 to 06/01/2026
Limit: $5,000,000 Each Claim / $5,000,000 Aggregate / $50,000 Deductible

PROFESSIONAL SERVICES DEFINITION: Professional Services means those services that the Insured is legally qualified to perform for others in their capacity as an architect, engineer, landscape architect, land surveyor, Agency Construction Manager, or safety consultant.
Professional Services shall not include facilities operations and maintenance operations or activities.

Professional Liability ONLY APPLIES to the following Named Insureds: DXP Enterprises, Inc., DXP Services, LLC, Safety International, Indian Fire & Safety, Safety Alliance, CRS Technologies, Inc., HSE Integrated, LLC, Mid-Continent Safety, B27, LLC, Integrated Flow Solutions, LLC, and Kappe Associates, Inc.

RETRO DATES:
1/9/2007 – DXP ENTERPRISES, INC.
12/9/2010 – DXP ENERGY, LLC
10/1/1999 – B27, LLC
(A) 7/26/2006 WITH RESPECT TO THE FIRST $2,000,000 – CRS TECHNOLOGIES ; BOOTS & COOTS HSE SERVICES
(B) 9/1/2009 WITH RESPECT TO THE NEXT $3,000,000 – CRS TECHNOLOGIES ; BOOTS & COOTS HSE SERVICES
10/14/2019 - 03/101/2024 WITH RESPECT TO THE FIRST $1,000,000 – KAPPE ASSOCIATES, INC.

Coverage: Crime - Employee Theft of Client Property
Carrier: Travelers Casualty & Surety Company of America (NAIC: 31194)
Policy Number: 105725866
Policy Term: 06/01/2025 to 06/01/2026
Limit: $3,000,000 Single Loss / $150,000 Retention

Coverage: Cyber Liability
Carrier: Fortegra Specialty Insurance Company (NAIC: 16823)
Policy Number: CMP101458304
Policy Term: 06/01/2025 to 06/01/2026
Network and Information Security Liability: $5,000,000 Single Loss / $100,000 Retention
Regulatory Defense and Penalties: $5,000,000 Limit / $100,000 Retention
Multimedia Content Liability: $5,000,000 Limit / $100,000 Retention
PCI Fines and Assessments: $5,000,000 Limit / $100,000 Retention

The General Liability policy contains a blanket additional insured endorsement for both ongoing and completed operations, on a primary and non-contributory basis, that provides additional insured status only when there is a written contract that requires such status.

The Auto Liability and Contractors Pollution policy includes a blanket additional insured endorsement, on a primary and non-contributory basis, that provides additional insured status only when there is a written contract that requires such status.

The General Liability, Auto Liability, Workers' Compensation/Employers Liability and Contractors Pollution policies include a blanket waiver of subrogation endorsement that provides this status only when there is a written contract that requires such status.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1397930

Date Filed:
12/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pump Solutions Inc
New Caney, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF KILLEEN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23010401
Furnish, Deliver, Install (6) new electric submersible pumps for Lift Station 21, Lift Station 22 and Lift Station 24

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. [X]

6 UNSWORN DECLARATION

My name is Sandy Korenek, and my date of birth is 11-18-1969.

My address is 2107 Sunshine Point Drive, Kingwood (city), TX (state), 77345 (zip code), USA (country).

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

Executed in Montgomery County, State of Texas, on the 9 day of Dec (month), 25 (year).

Sandy Korenek

Signature of authorized agent of contracting business entity
(Declarant)

REPLACEMENT PUMPS FOR LIFT STATION #21, #22 AND #24

RS-26-014

January 20, 2026

Background

- Pumps have a life cycle of 10 – 20 years, are made up of many parts, and are critical to the water/wastewater infrastructure system to move fluids from one location to another.
- In January 2025, staff advertised for a multi-year bid for pump replacements at twelve (12) lift stations and two (2) pump stations.
  - Review of the one (1) response showed that specifications in the bid packet were not quoted as specified.
- On March 18, 2025, City Council approved the rejection of the one (1) response to bid 25-16, Multi-Pump Replacements.
  - Two (2) lift stations and one (1) pump station had pumps replaced in 2025 utilizing cooperative contracts.
  - All other lift and pump stations will be replaced between FY 2026 – FY 2028.

Background Cont.

- On October 14, 2025, staff received a quote for replacement and installation of six (6) submersible chopper pumps; two (2) at each of the lift stations below, from Pump Solutions, Inc. in the amount of $227,857.00, utilizing their contract through The Interlocal Purchasing System (TIPS).
  - Lift Station #21, constructed in 2005, has a rated capacity of 1.0 million gallons per day (MGD).
  - Lift Station #22, constructed in 2010, has a rated capacity of 2.2 MGD.
  - Lift Station #24, constructed in 2005, has a rated capacity of 2.5 MGD.

Pump

Recommendation

- City Council authorize the City Manager, or designee, to execute a letter of agreement with Pump Solutions, Inc. utilizing purchasing cooperative TIPS contract #23010401, in the amount of $227,857 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-26-015

Consider a memorandum/resolution authorizing a Professional Services Agreement with Central Texas Alcohol Rehabilitation Center for substance use disorder counseling and treatment services, in the amount of $132,723.69.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

FROM: **Tiffanie McNair, Executive Director of Community Development**

SUBJECT: **Professional Services Agreement with Central Texas Alcohol and Rehabilitation Center (Cen-Tex ARC)**

BACKGROUND AND FINDINGS:

The proposed agreement allows the City to provide funding for programming for Substance-Use Disorder treatment. This initiative responds to recommendations outlined in the Homeless and Mental Health Strategic Plan for intensive mental health and substance use disorder treatment.

Substance use disorder treatment includes counseling, and comprehensive wrap-around services to prepare individuals for long-term sufficiency and independence, as well as identifying permanent housing options to eligible unhoused persons.

The City of Killeen receives funding in disbursements from the Texas Opioid Abatement Fund Council, which is instrumental in supporting this program that assists individuals to exit homelessness in Killeen. To date, the City has received $358,453. The amount available to fund the proposed agreement is $132,723.69.

Central Texas Alcohol Rehabilitation Center (Cen-Tex ARC) provides substance use disorder treatment, counseling, and comprehensive wrap-around and housing support services. Funding for the program will support two scholarship beds for those experiencing homelessness, requiring substance abuse treatment services, and lack insurance coverage. The initial treatment term is up to 180 days. The treatment term may by extended up to an additional 45 days, with City approval, if it is determined that the extension will provide adequate supportive services to aid in the permanent housing of the program participant.

Staff recommends that City Council authorize the City Manager or his designee to enter into a professional services agreement with Cen-Tex ARC Inc., in the amount of $132,723.69.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Staff recommends authorizing the City Manager or his designee enter into a Professional Services Agreement with Central Texas Alcohol Rehabilitation Center in the amount of $132,723.69 for substance counseling and treatment.

CONFORMITY TO CITY POLICY:

This item conforms with state and local policy and is recommended in the Homeless and Mental Health Strategic Plan which was approved by the City Council.

FINANCIAL IMPACT:

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

The expenditure for FY 2026 is $132,723.69. Future year expenditures are contingent on future disbursements from the Texas Opioid Abatement Fund Council.

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 Programs- Homeless Initiative Fund account 213-55124-500-501-630002.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or his designee, to enter into a Professional Services Agreement with Cen-Tex ARC in the amount of $132,723.69 for services for the treatment, counseling, and intervention related to substance use disorder.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Presentation

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN

THE CITY OF KILLEEN, TEXAS

AND CEN-TEX ALCOHOL REHABILITATION CENTER INC. ("CEN-TEX ARC")

THIS AGREEMENT is made and entered by and between the CITY of Killeen, Texas, a home rule municipal corporation located in Bell County, Texas (hereinafter called **CITY**) and **CEN-TEX ALCOHOL REHABILITATION CENTER INC., 2410 E. Adams Avenue, Temple, Texas 76503,** ("CEN-TEX ARC") a nonprofit organization hereinafter referred to as **"Services Provider" or "CEN-TEX ARC"**, and collectively as the **"Parties"**, to be effective November 1, 2025.

WHEREAS the **CITY** desires to have the services performed as set forth below requiring specialized skills, licenses and other supportive capabilities.

WHEREAS the **CITY** has determined that the **CEN-TEX ARC** is qualified and possesses sufficient skills, licenses and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

CEN-TEX ARC shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement.

CEN-TEX ARC will:

1. Develop a system of triage and enrollment that enables clients being referred to have quick and easy access to services offered under their program.
2. Use the Homeless Management Information System (HMIS) as a tool to securely share, refer, and track client progress that is compliant with HIPPA and Personal Identifiable Information ("PII") federal standards.
3. Provide services that includes, but not limited to:
    a. An initial treatment term of up to a maximum of One-Hundred Eighty (180) days of combined substance use counseling and treatment, and comprehensive wrap-around services that

address social needs to prepare individuals for long-term self-sufficiency and independence;

b. An extended treatment term may be granted on a case-by-case basis and with written approval from the CITY and shall not exceed an additional 45 days. The request for an extension must demonstrate that the extended treatment term would provide adequate supportive services to aid in the permanent housing of the program participant

c. Nutritious meals including three (3) meals daily, seven (7) days weekly, using USDA-approved meal plans;

d. 24-hour Resident Monitoring for safety and security on property;

e. Semi-private living accommodations that include up to three clients per room, and a shared bathroom;

f. Transportation resources on an as needed basis;

g. Additional life skills coaching by trained staff;

h. Comprehensive Case Management services that help address other life struggles provided by licensed substance use counselors;

i. Other services as identified by the client and their counselor;

j. Additional services will be determined by needs requested and defined by **CITY** and agreed upon by **CEN-TEX ARC.**

k. Respond promptly in writing to requests by the **CITY** for authorization to proceed with specific additional services outside the agreed upon services.

4. Provide written reports to the **CITY** as requested or required by any agreement or contract to provide services to the appliable client (s) as directed.

5. The total fee for the services shall not exceed **ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED TWENTY-THREE and 69/100 DOLLARS ($132,723.69).**

6. The **CITY** has designated Officer Evan Crouse from the Killeen Police Department Homeless Outreach (HOT) Team, or other assigned designee as the **CITY's** Representative, who shall have authority to coordinate required services of each bed on the **CITY's** behalf with respect to this Agreement consistent with the budget policy.

II. CLIENT ACCEPTANCE CRITERIA:

1. Client must be homeless and have a substance use disorder; and

2. Client must conduct a pre-interview by a Committee, members to represent both **CEN-TEX ARC** and the **CITY**, to determine suitability for the program. Committee shall consist of

Officer Crouse or other assigned City of Killeen representative and of the Cen-Tex ARC staff.

3. Client must consent to a background check so that **CEN-TEX ARC** is aware of criminal history but does not necessarily exclude enrollment. No individuals with convictions for arson or any sex-related offenses including registered and un-registered sex offenders will allowed in the program.
4. Client must agree to conduct a medical evaluation with a licensed physician and registered nurse and be determined healthy enough to be in a residential treatment and housing program.
5. Client must consent to Central Counties Services (former MHMR) involvement to determine co-occurring mental health issues needing treatment there.

III. RIGHTS, RESPONSIBILITIES AND DUTIES

The Parties agree that their responsibilities to work together will include the following:

1. Parties agree to adhere to the guidelines stipulated in the Health Insurance Portability and Accountability Act of 1996 (HIPPA); 42 CFR Section 2; and other federal and state laws and regulations as related to the client confidentiality and privacy requirements, including those specific to minor children when providing services. All necessary Releases of Information (ROI) will be obtained when legally required and kept on file in HMIS by each Party under the client's unique identifier. Each Party will be responsible for ensuring their staff are properly trained and that they adhere to the HIPPA & PII confidentiality requirements as directed.
2. Parties agree to maintain proper and accurate records of services in both HMIS database and individual client records, as applicable, by the respective organization for the purpose of service documentation.
3. Parties agree that no part of this Agreement shall limit an individual from their right to choose or refuse services from either Party.
4. Parties agree that clients will have the right to a grievance process with the respective Party, if requested, and will be the said Parties responsibility to establish a process or procedure if not already in place.
5. Parties agree that clients will not be charged or pay for any services or fees directly under the stipulations of this Agreement and/or other subcontractor agreements.

IV. CITY OBLIGATIONS

CITY will:

1. Refer clients identified as having a significant need and could benefit from the services offered by **CEN-TEX ARC** using an agreed upon evaluation system of eligibility for the referral.
2. Share information via use of the Homeless Management Information System (HMIS) as a tool to document and track clients referred and services provided as part of the larger component of addressing homelessness and mental health.

3. Provide payment for services as agreed upon in this Agreement as applicable.

V. TERM

No coordination of services/assignment for bed(s) shall occur prior to the effective date of this Agreement, and the term shall terminate upon the expenditure of allocated funds for services or extended by mutual written agreement of the Parties.

VI. TERMINATION OF PRIOR AGREEMENTS

This Agreement supersedes and terminates any and all prior agreements, understandings, or arrangements, whether written or oral, between the Parties related to the subject matter herein. No such prior agreements shall have any further force or effect as of the Effective Date of this Agreement.

VII. ASSIGNMENT

The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.

VIII. AMENDMENTS

No provisions of this Agreement may be amended or modified except by a further written document approved and signed by the **CITY** and **CEN-TEX ARC**.

IX. TERMINATION

In connection with the work outlined in this Agreement, it is agreed and fully understood by **CEN-TEX ARC** that the **CITY** may cancel or indefinitely suspend further work hereunder or terminate this Agreement for convenience or cause upon thirty (30) days written notice to the **CEN-TEX ARC** with the understanding that immediately upon receipt of said notice all Services being performed under this Agreement will cease. Before the end of such thirty (30) day period **CEN-TEX ARC** will invoice **CITY** for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement.

CEN-TEX ARC will have the right to terminate this Agreement for cause, on thirty (30) days written notice to the **CITY** should the **CITY** fail to satisfactorily perform its obligations herein. In the event of termination, **CEN-TEX ARC** will be paid for all services rendered to date of termination. In the event of termination hereunder, **CEN-TEX ARC** will invoice **CITY** for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

X. CHOICE OF LAW; VENUE

Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court,

reasonable attorney's fees, and reasonable expert witnesses' and Service Providers' fees.

XI. PAYMENT

Payment will be made by **CITY** under this Agreement per the following:

1. A fee of **$195.00, per person, per day,** for services rendered. Payment is limited to up to One Hundred Eighty (180) days of treatment per client.
2. Payment will be made within 30-days of **CITY** receiving invoice.
3. **CEN-TEX ARC** will bill **CITY** within 10-business days of each proceeding thirty days of treatment, up to the maximum 180 days of treatment per client.

XII. HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, EACH PARTY TO THIS AGREEMENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER FOR AND FROM ANY CLAIMS, CAUSES OF ACTION, OR ANY OTHER PROCEEDING OF ANY TYPE OR KIND THAT IS MADE AGAINST THE OTHER WHERE SUCH CLAIM, CAUSE OF ACTION OR OTHER PROCEEDING ARISES FROM THE CONDUCT, ACT, OMISSION, OR COMMISSION BY THE OTHER PARTY.

XIII. STANDARD OF CARE

Services performed under this Agreement shall be by a licensed **SERVICE PROVIDER** if a license is required by the **SERVICE PROVIDER'S** profession and shall be executed with the professional skill and care ordinarily provided by a competent **SERVICE PROVIDER** in the same or similar locality under the same or similar circumstances and professional license and shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent **SERVICE PROVIDER.**

XIV. INDEMNIFICATION

THE SERVICE PROVIDER WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND SERVICE PROVIDERS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT, CAUSED BY SERVICE PROVIDER OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM SERVICE PROVIDER IS LIABLE, AND SHALL PAY ALL EXPENSES AND SATISFY ALL

JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

XV. NOTIFICATION

For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if delivered by courier or overnight mail service or if sent U.S. Mail postage paid, in each case to the parties and addresses set forth below:

TO CITY:
City Manager
City of Killeen
101 N. College St.
Killeen, Texas 76541

TO SUBRECIPIENT:
Cen-Tex Alcohol Rehabilitation Center, Inc.
Attn: Executive Director
2410 E. Adams Avenue
Temple, Texas 76503

w/a copy to:
City Attorney Office
City of Killeen
P.O. Box 1329
Killeen, TX 76540

XVI. CONFIDENTIALITY

All information obtained during the execution of this Agreement by **SERVICE PROVIDER** is deemed confidential. Disclosure of information by **SERVICE PROVIDER** not authorized by **CITY** in writing will constitute a material breach of this Agreement. Notwithstanding anything herein to the contrary, the CITY is a governmental entity and shall abide by the laws governing Open Government and the opinions of the Attorney General now current and as amended.

XVII. INSURANCE

The **SERVICE PROVIDER** will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by **SERVICE PROVIDER's** negligent act, or error or omission in an amount of not less than $1,000,000 general aggregate. **SERVICE PROVIDER** agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. **SERVICE PROVIDER** further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if **SERVICE PROVIDER** changes insurance carriers during this extended indemnity period.

SERVICE PROVIDER will further maintain general commercial liability coverage $1,000,000 per occurrence (Bodily injury and property damage). **SERVICE PROVIDER** will maintain

Automobile Liability coverage in an amount of $500,000 Combined single limit for each accident (Bodily injury and property damage). **SERVICE PROVIDER** will maintain Professional Liability Insurance $1,000,000 general aggregate.

COMPLIANCE WITH LAWS

The **SERVICE PROVIDER**, his **SERVICE PROVIDER's**, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinances of the City of Killeen, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

XVIII. SERVICE PROVIDER'S CERTIFICATION

SERVICE PROVIDER certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the **CITY.**

SERVICE PROVIDER certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. **SERVICE PROVIDER** further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189. Texas Government Code, Chapter 2274 – the **SERVICE PROVIDER** verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.* Texas Government Code, Chapter 2274 – the **SERVICE PROVIDER** verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

[Signature page follows]

XIX. EXECUTION OF AGREEMENT

SIGNED, ACCEPTED AND AGREED TO this day of 2026, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

CEN-TEX ALCOHOL REHABILITATION CENTER, INC.

Mark Baker Date 1-09-2026

BY: MARK BAKER, EXECUTIVE DIRECTOR

CITY OF KILLEEN

_____ Date _____

BY: JUDITH TANGALIN, EXECUTIVE DIRECTOR OF FINANCE

APPROVED AS TO FORM:

_____

HOLLI CLEMENTS, CITY ATTORNEY

CEN-TEX ALCOHOL AND REHABILITATION CENTER PROFESSIONAL SERVICES AGREEMENT

RS-26-015

January 20, 2026

Background

- This program responds to recommendations outlined in the Homeless and Mental Health Strategic Plan for intensive mental health and substance use disorder treatment.
- Substance use disorder treatment includes counseling, and comprehensive wrap-around services to prepare individuals for long-term sufficiency and independence.
- The program is instrumental in assisting individuals to exit homelessness in Killeen.

Funding Source

- The City of Killeen is a recipient of funds from the State of Texas Opioid Abatement Settlement and may utilize the funds to address Substance Use Disorder (SUD).
- Funds are disbursed periodically, with the amount determined by the State.

Received	Allocation
Dec. 2023	$143,130.00
Mar. 2025	$ 57,734.00
May 2025	$157,589.00
TOTAL	**$358,453.00**

Proposed Agreement

- Central Texas Alcohol Rehabilitation Center (Cen-Tex ARC) provides substance use disorder treatment, counseling, and comprehensive wrap-around services.
- The proposed agreement will be in the amount of $132,723.69, the balance of Opioid Abatement Settlement funds currently budgeted.
  - $225,729.31was expended via a previous services agreement with Cen-Tex ARC.

Services Provided

- The funding for the program supports two (2) scholarship beds for an initial term of up to 180 days of substance use counseling and treatment.
- The treatment term may by extended up to an additional 45 days, with City approval, if it is determined that the extension will provide adequate supportive services to aid in the permanent housing of the program participant.

Recommendation

- Staff recommends that City Council authorize the City Manager or his designee to enter into a professional services agreement with Cen-Tex Alcohol Rehabilitation Center Inc. for a total contract amount of $132,723.69.

City of Killeen

Staff Report

File Number: RS-26-016

Consider a memorandum/resolution authorizing the procurement of a tactical robot from ICOR Technology, in the amount of $149,144.28, and amending the existing Axon contract with technology upgrades, in the amount of $300,387.60.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

FROM: **Pedro Lopez, Chief of Police**

SUBJECT: **ICOR Technology Tactical Robot and Axon Technology Upgrades**

BACKGROUND AND FINDINGS:

The purpose of this memorandum is to formally request approval for the acquisition of a tactical SWAT robot to support the Killeen Police Department's Special Weapons and Tactics (SWAT) Team and patrol drones. This technology is widely recognized as an essential tool for modern tactical operations and is recommended by national and state-level law enforcement organizations. The use of a tactical robot will significantly enhance officer safety, reduce liability, strengthen crisis negotiation capabilities, and improve KPD's ability to manage high-risk incidents.

The integration of patrol drones and an indoor SWAT drone provides critical capabilities that directly support officer safety, enhance situational awareness, and strengthen the department's ability to manage incidents efficiently and safely. Patrol officers frequently respond to rapidly evolving situations, including fleeing suspects, in-progress violent crimes, missing persons, traffic fatalities, and perimeter containment.

The Axon R10 drones are an integral part of the ICOR robot system and will be utilized by the Killeen Police Department SWAT Team during high-risk deployments. The tactical robot and R10 drones will operate as a single integrated unit through the FUSUS and Axon software platforms within the Real Time Crime Center, providing senior command staff with real-time intelligence and enhanced situational awareness during critical incidents.

The Axon X10 drones further enhance this capability by providing rapid aerial overwatch, indoor and outdoor reconnaissance, and immediate visual access to areas that may be unsafe for officers to enter. When deployed in coordination with the ICOR robot and R10 drones, the X10 platforms expand the department’s ability to assess threats, track suspect movement, and support informed command-level decision-making in dynamic, high-risk situations.

FY 2026 funding for this project is secured by using previously approved CIP funds for the KPD Records Management System (RMS) Niche project.

ICOR Technology is a GSA vendor under GS-07F-00430V and will not require a three-quote

competitive bid. The quote is for a one-time cost of $149,144.28 with a 3-year extended warranty.

The Axon purchase will require increasing and amending the current eight-year contract and increasing the contract amount by $300,387.60 over a five-year period. Existing individual Axon contracts for Tasers and Fusus will be incorporated into this agreement. Year one expenditure will be $137,023.92, with years 2 to 5 costing $40,840.92 each, which will be budgeted from the Police Department General Fund.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

ICOR Technology is a GSA Vendor under GS-07F-00430V.
Axon Enterprise, Inc. is part BuyBoard Proposal #718-23.
Purchases made through cooperative contracts are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F;" a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services."

FINANCIAL IMPACT:

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

FY 26:	ICOR Technology	$149,144.28
	Axon Enterprise, Inc.	$137,023.92
	Total:	$286,168.20
FY27	Axon Enterprise, Inc.	$40,840.92
FY28	Axon Enterprise, Inc.	$40,840.92
FY29	Axon Enterprise, Inc.	$40,840.92
FY30	Axon Enterprise, Inc.	$40,840.92

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

Recurring

Is this revenue/expenditure budgeted?

Yes, this expenditure is budgeted, funded by previously approved CIP funds for the existing KPD Niche RMS project. Unused funds have been transferred to account 300-56315-900-210-926044 for this expense.

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:

The city staff recommends that the City Manager or his designee be authorized to execute the purchase with ICOR Technology in the amount of $149,144.28 and amend the Axon Enterprise, Inc. contract in the amount of $137,023.92, followed by $40,840.92 per year, through fiscal year 2030. Further, staff recommends that the City Manager, or designee, be authorized to execute any and all change orders within the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

Information Technology
Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

ICOR Quote
ICOR Contract Summary
Axon Quote and Agreement
Axon Contract Summary
Certificate of Interested Parties
Presentation

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

To
Richard Bradley
Killeen Police Department (TX)
3304 Community Blvrd
Killeen, TX 76542

Tel:
Fax:
Mobile: 254-501-6564
Email: rbradley@killeentexas.gov

QUOTE NO.:	QUO-11263-N6J4-1
EFFECTIVE FROM:	12/1/2025
EFFECTIVE TO:	3/1/2026
CURRENCY:	US Dollar
SHIPPING METHOD:	Ground
SHIPPING TERMS:	FOB ORIGIN, PREPAY AND ADD
*DELIVERY DATE:	20- 24 Weeks ARO
PAYMENT TERMS:	1% 10 DAYS, NET 30
GSA Contract No.:	**GS-07F-0430V**

QTY	P/N	DESCRIPTION	$/UNIT	% DISC.	LINE TOTAL
1.0	MINI-R1.5-120	Mini-CALIBER® Robot - IP Mesh Radios (1.4GHz-DTC) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.4GHz COFDM IP MESH Radios (2 x 1W, L-Band) with 7 selectable channels • Portable, Lightweight, Handheld Controller with capacitive touchscreen • Picture-in-Picture video (up to 4 camera streams), and HDMI output • 110VAC configuration • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	$76,960.41		$76,960.41
1.0	15362	IP MESH Repeater RPD13 Increase the effective range of your CALIBER® IP based robots by deploying IP MESH repeater nodes. These nodes establish a self-forming and self-healing MANET (mobile ad-hoc network) providing a continuous connection between the Command-and-Control Unit (CCU) and the CALIBER® IP based robot. The robust mobile network effectively manages the transmission of data, video, and audio to maximize performance while significantly extending the distance between the CCU and the robot. Repeater nodes offer advanced features such as a Global Positioning System (GPS / GNSS) for precise location tracking and a static low light color camera for enhanced surveillance capabilities (Flex only). Repeater nodes can be deployed manually or by robot with the included OctoPad universal base stand or on a tripod (not included). Note: CALIBER® Flex robot requires Software version 1.4 or higher to fully utilize these features.	$21,415.00		$21,415.00
1.0	10003	Mini Claw Kit - 2ND Generation The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories.	$5,418.99		$5,418.99
1.0	CAL-OP001	Firing Circuit 24V DC Firing Circuit for Mini-CALIBER® Robot	$1,309.55		$1,309.55
1.0	CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case wtih custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	$1,954.55		$1,954.55
1.0	CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	$1,949.66		$1,949.66
1.0	CAL-BC3	Robot Battery Charger - Mini Spare Mini-CALIBER robot dual battery charger.	$239.43		$239.43

QUOTE

3.0	10478	Extended Warranty - Mini CALIBER® Robot Extended Warranty. Add an additional year (3rd Year) to the standard 2 year warranty. (Available for Mini-CALIBER)	$6,705.00	10.00	$18,103.50
1.0	14886	Mini DRACO - Gas Delivery System The Mini DRACO (DM-0001-DFS6) Two shot, air assisted gas delivery system for the Mini-CALIBER robot. It enables you to deliver gas remotely using any compatible Tri-Chamber Flameless Grenade fitted with the Command Initiated Adapter and Thermo Tube (CS, OC, and SAF-SMOKE™ only - FLAMELESS GRENADES NOT INCLUDED) Complete system includes the following: 1 - Machined aluminum two shot tube with fan 1 - DFS-6 remote - six shot wireless firing system (1200ft range), with controller, two Milwaukee M-12 batteries with Milwaukee rapid charger 1 – M-12 fan power cord 2 – QR machined mounting system - tube to arm of the robot 1 - Remote firing system mounting plate – mounts to rear of ICOR Mini Robot 1 - Tool kit to maintain robot and firing system. 1 - SKB HD protective storage hard case, with wide rolling wheels - complete system is stowed and shipped in case.	$12,360.00		$12,360.00
1.0	16392	Radio Cable Extension Kit Designed for the Mini-CALIBER (MINI-R1.5), the Radio Cable Extension Kit enables operators to mount IP Mesh radios from the Command-and-Control Unit (CCU) on the exterior of an armored vehicle. The 10' (3m) radio cable extension can be easily attached through a gun port, allowing the radios to be secured outside the vehicle using a small tripod, suction cup, or industrial magnet. Positioning the radios externally significantly enhances the signal range between the CCU and the robot, while keeping the operator safe from harm.	$4,650.00		$4,650.00
1.0	CAL-TTC-MINI	Mini-CALIBER® ROBOT ONSITE TRAINING at Customer Location Eight (8) hour Operation, Maintenance, and Troubleshooting Course for one or two robots. Includes travel and accommodations for ICOR Technician. Consists of hands-on instruction for up to ten operators, and a classroom presentation for unlimited participants.	$3,733.19		$3,733.19
1.0	S&H	SHIPPING AND HANDLING	$1,050.00		$1,050.00
				TOTAL	$149,144.28

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**
DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY
The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.

To accept this quotation, sign here and return:

Signature Date

Additional Available Accessories:

0.0	12627	MINI Quick Release Color IR Camera Optional Colour / IR (infra red) Camera for the Mini-CALIBER® Robot (CAL-Mini); used in place of zoom camera on claw mount or placed on deck mast.	$1,187.39		$0.00
0.0	10458	Claw Auxiliary Camera - Mini Increase your situational awareness while using your manipulator with the addition of the Claw Auxiliary Camera for your Mini-CALIBER®. This ultra-versatile mount has a fully adjustable folding arm that connects a camera to the claw housing. Fully configurable to provide the best viewing angle while using tools from the optional CALIBER® Claw Attachment Kit (PN: 10003). Note: Available for the Mini-CALIBER® only.	$1,739.55		$0.00
0.0	CAL-K4300-12IC	K4300-12 – Tactical-Disrupter Kit This 12 gauge 12 inch barrel disrupter is used for tactical purposes. The barrel is made from titanium and has an ACME threaded muzzle end to accept the standard T3 disrupter smooth bore and rifle bore tips. it can be fired as a 12 inch disrupter with a plastic thread protector on the muzzle end threads. It is not designed to use water as a 12 inch disrupter, but can fire water shots if used with the 3 smooth bore tip.This disrupter uses the standard T3 disrupter breech cap and plug. It can be used in any standard PAN clamp. The muzzle end is larger than a standard PAN muzzle, so an over the barrel PAN laser will not fit. You must use a bore sight laser or a larger over the barrel laser adapter. 4300-12 TACTICAL BARREL (12" TITANIUM) 1 4341 T3 PRO BREECH CAP 1 K4350PL PUSH LOCK BREECH PLUG-Assembled 1 7100 SHELL EXTRACTOR 1 7280 WATER BOTTLE 1 K3095T RED AND BLACK PUGS (15 EA) 1 4330 T3 THREAD PROTECTOR 1 2001 SEATING TOOL 1 7110 FIRING PIN TOOL 1 7250PL 7/16 NUT DRIVER 1 K3010PL PUSH LOCK BREECH PARTS KITContains: (4)Push Lock Y Fittings; (2)Push Lock Couplings; (2)Firing Pins;(3)Springs; (1)Push Lock Fitting 1 2045 GUN BORE CLEANING KIT 1 3130 WD-40 1 K3150 ROBOT DISRUPTER SLEEVE (W/GREN LASERS) with Mini-CALIBER mount 1 3153 8' PARACORD LANYARD 1. *Note: This product requires p/n: 10001 Mini Arm Picatinny Rail Assembly to attach mount to robot arm. **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this system. For dynamic breaching or missions where instantaneous initiation is required, low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	$5,345.69		$0.00
0.0	10002	K3150 Robot Disrupter Sleeve The Ideal Products Inc Robot Disrupter Sleeve kit allows for the integration of a 12in Tactical, 18in T3 or 24in PAN disrupter onto a Mini-CALIBER® robot or tripod stand. Allows the disrupter to dislodge upon firing to reduce recoil on robot. Mounts on a Picatinny rail. Comes equipped with two self-powered dot green lasers used for aiming. *Note Requires ICOR p/n: 10001 - MINI arm Picatinny Rail Assembly, for Mini-CALIBER robot operation. Shipped in a cardboard box, includes laser adjusting tool. (For Mini Only; Disrupter not included) **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this option, or low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	$3,547.51		$0.00
0.0	10001	MINI arm Picatinny Rail Assembly Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included. Packaged in a cardboard box. For use with P/N 10002 - K3150 Robot Disruper Sleeve.	$439.77		$0.00
0.0	CAL-OP023	24V DC FIRING CIRCUIT - EIT SINGLE INITIATOR 24V DC Firing Circuit AND Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	$2,814.55		$0.00
0.0	CAL-125RC	12.5MM RC DISRUPTOR MOUNT	$3,425.00		$0.00

		Disruptor Mount w/ 24V DC Firing Circuit for Mini-CALIBER® Robot - includes Camera and Green Lasers for sighting. The mount integrates with Proparms RC 12.5mm, AB Precision Needle Plus, and Ideal Products .357 Magnum Note: the disrupter is not included			
0.0	16629	LFP Battery Pair Spare/Replacement pair of Lithium Iron Phosphate robot batteries for Mini-CALIBER® with IP Mesh Radios	$1,080.00		$0.00
0.0	CAL-EB3	CCU Battery - Mini Spare/Replacement 11.1V / 7.8Ah Li-Ion for use with the Mini-CALIBER® CCU	$200.34		$0.00
0.0	CAL-BC2	CCU Battery Charger - Mini Spare Mini-CALIBER CCU battery charger with re-calibration function.	$366.48		$0.00

ICOR TECHNOLOGY INC.
GSA Contract Number: GS-07F-0430V
Valid to JULY 31, 2029 *(as amended)*

COMPANY INFORMATION

Name:	ICOR Technology Inc.
Address	935 Ages Drive, Ottawa, ON K1G 6L3 CANADA
Phone Number:	+1 613 745 3600
NA Toll Free:	+1 877 483 7978
Fax Number:	+1 613 745 3590
URL:	www.icortechnology.com
Point of Contact:	Mr. Jack Vongdouangchanh, sales@icortechnology.com
UEI (Formerly DUNS):	EGDNEF4N3NL4
SAM Registration:	Activation Date – 02/12/2015

CONTRACT INFORMATION

Contract Number:	GS-07F-0430V
Contract Period	August 1, 2024 – July 31, 2029
Schedule Number / Description:	084: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response, FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services
SIN Numbers/Description:	334519 – Bomb and Hazardous Material Disposal; Metal and Bomb Detection 334220 – Surveillance Systems, Wearable Body Cameras, and Vehicular Video OLM – Order Level Materials
Labor Category/Description:	N/A

TERMS AND CONDITIONS

1. **GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities
2. **POINT(S) OF PRODUCTION:** 935 Ages Drive, Ottawa, ON K1G 6L3 CANADA, check with Contractor at time of order.
3. **DISCOUNT FROM LIST PRICES:** 3% on Robots; 5% on Hook & Line products; 10% on Mirrors from the accepted pricelist. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0. 75%.
4. **QUANTITY DISCOUNT(S):** 10% on single orders of $1,200,000.00 or more for SIN 334519; No Volume Discount available for SIN 334220
5. **PROMPT PAYMENT TERMS:** 1%/10 Days/Net 30
6. **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
7. **Government Purchase Cards are accepted above the micro-purchase threshold.**
8. **FOREIGN ITEMS:** Canada
9. **TIME OF DELIVERY:** Shipped 180 Days after receipt of order for SIN 334519; shipped 120 Days after receipt of order for SIN 334220.
10. **EXPEDITED DELIVERY:** Contact Contractor for details

11. **OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.
12. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
13. **FOB POINT:** Origin
14. **ORDERING ADDRESS:** ICOR Technology, Inc., 935 Ages Drive, Ottawa, ON K1G 6L3, Canada
15. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
16. **PAYMENT ADDRESS:** Same as ordering address
17. **WARRANTY PROVISION:** Standard Commercial Warranty
18. **EXPORT PACKING CHARGES:** Not applicable
19. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level)
20. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
21. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
22. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
23. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
24. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
25. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
26. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
27. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None

COMMERCIAL PRICELIST

SIN	PART NO	PRODUCT NAME	GSA OFFER PRICE (inclusive of the .75% IFF)
334519	10001	MINI arm Picatinny Rail Assembly	$439.77
334519	10002	K3150 Robot Disrupter Sleeve	$3,547.51
334519	10003	Mini Claw Kit - 2ND Generation	$5,418.99
334519	10004	MK3/ T5 Claw Kit - 2ND Generation	$5,868.54
334519	10255	T5 Universal Disruptor Mount Kit	$3,923.76
334519	10257	MK3 Universal Disuptor Mount Kit	$3,923.76
334519	10458	Claw Auxiliary Camera - Mini	$1,739.55
334519	10478	Extended Warranty - Mini	$6,533.08
334519	10785	168001 - Remote Firing Devices Controller	$2,707.05
334519	10786	168002 - Remote Firing Devices Remote	$2,707.05
334519	10787	A700-900-00 - 900 MHz 1680 Antenna	$48.86
334519	10788	B168-092-00 - Ultimate AAA Lithium Battery	$1.71
334519	10789	168003 - Shock Tube Firing Adapter	$36.16
334519	10790	C799-800-00 - MK4 Igniter Tip 1680	$53.75
334519	10791	168004 - Carry Case (Holds up to 9 Units)	$464.21
334519	10792	168050 - Pairing Cable	$86.00
334519	10793	166412-A - ShieldTenna (shield w/antenna)	$903.98
334519	10927	MK4 CLAW KIT - 3RD GENERATION	$5,912.51

334519	11044	MK3 Single Duke Pro Bracket Assy	$322.50
334519	11048	T5 Single Duke Pro Bracket Assy	$322.50
334519	11134	24V DC Battery Pack - FLEX	$1,803.07
334519	11181	K100PL - PAN Disrupter (Push Lock) Unit (Fine Thread)	$3,806.49
334519	11237	Claw Auxiliary Camera – T5 / MK3	$2,237.96
334519	11298	MK4 Claw Auxiliary Camera	$2,677.73
334519	11704	MK3/T5 Quick Release Colour IR Camera	$1,187.39
334519	11998	MK3/T5 32FT (10M) BULKHEAD TRUCK KIT	$3,635.46
334519	12627	MINI Quick Release Color IR Camera	$1,187.39
334519	13153	Mini-CALIBER RF Range Extender (Video/Data)	$6,396.26
334519	13355	FLEX - CCU Power Pack	$3,278.76
334519	13365	Claw Auxiliary Camera - FLEX	$2,365.01
334519	13371	DUKE PRO- FOR FLEX	$1,925.23
334519	13895	500’ Tether Reel kit - Mini RF Range Extender	$4,920.58
334519	13899	FLEX Basic Spare Parts Kit	$6,518.42
334519	13900	FLEX Quick Release FLIR Camera	$9,855.82
334519	13901	FLEX Auxillary Pole Camera	$2,203.76
334519	13902	FLEX Bulkhead Truck Kit	$2,340.57
334519	13903	FLEX - Arm Extension Kit	$8,673.32
334519	13908	FLEX Fiber-Optic Tether	$9,943.77
334519	13910	RF Extender - CALIBER® FLEX	$4,011.71
334519	13968	MK3/T5 64FT(20M) BULKHEAD TRUCK KIT	$3,786.94
334519	14058	MINI Portable Handheld Screen (COFDM)	$7,407.74
334519	14096	Mini-CALIBER RF Range Extender (COFDM Video/Data)	$9,269.45
334519	14479	Mini-CALIBER DVR	$943.07
334519	15130	1685 Remote Firing Device - Controller	$2,873.19
334519	15131	1685 Remote Firing Device - Remote	$2,873.19
334519	15132	1685 Carry Case (Holds up to 7 units)	$386.02
334519	15362	IP MESH Repeater	$20,928.34
334220	06A0645	CUTABINEER	$94.76
334519	16142-120	Mini-CALIBER® IP Mesh Radio Upgrade (1.4GHz-DTC)	$28,218.82
334519	ABP.DM-MK4	AB Precision Disruptor Mount - MK4	$3,762.51
334519	CAL-AL0	Aluminum Ramps (foldable, lightweight)	$645.00
334519	CAL-APC	Auxiliary Pole Camera for MK3 or T5	$1,197.16
334519	CAL-BC0	Extra Caliber 24 V Battery Charger	$454.43
334519	CAL-BC1	CALIBER Command Station Battery Charger	$356.71
334519	CAL-BC2	CCU Battery Charger - Mini	$366.48
334519	CAL-BC3	Robot Battery Charger - Mini	$239.43
334519	CAL-BC4	48V DC Battery Charger - MK4	$2,829.21
334519	CAL-BC4-110V	Spare 48V DC Battery Charger - MK4 North America	$2,829.21
334519	CAL-BM0	MK3 BENELLI M4 SUPER SHOTGUN MOUNT (SHOTGUN NOT INCLUDED)	$3,205.46
334519	CAL-BM1	T5 BENELLI M4 SUPER SHOTGUN MOUNT (SHOTGUN NOT INCLUDED)	$3,205.46
334519	CAL-CCU15	MK3 CCU Upgrade	$37,419.86
334519	CAL-CCUPP	CCU POWER PACK	$3,278.76
334519	CAL-CCUST	Folding CCU Stand	$454.43
334519	CAL-CPV	Command Post Video Transmitter	$6,396.26
334519	CAL-DCPP	MK4 14V DC CCU Power Pack	$3,234.78
334519	CAL-DVR	Digital Video Recorder (DVR)	$2,555.57
334519	CAL-DVU1	Digital COFDM Video System Upgrade	$36,110.31
334519	CAL-EB0	MK3 EXTRA ROBOT BATTERY PACK 24VDC (RECHARGEABLE)	$1,485.46
334519	CAL-EB1	T5 EXTRA ROBOT BATTERY PACK 24VDC (RECHARGEABLE)	$1,485.46
334519	CAL-EB2	24V DC Battery Pack - Mini	$776.93
334519	CAL-EB3	CCU Battery - Mini	$200.34

334519	CAL-EB4	48V DC Battery Pack - MK4	$6,533.08
334519	CAL-EXA	T5 - Arm Extension Kit	$6,186.15
334519	CAL-EXT	CCU RF EXTENSION CABLE 15 FT SET	$337.16
334519	CAL-EXWAR	CALIBER Robot Extended Warranty (3rd Year)	$8,458.32
334519	CAL-EXWAR.MK4	MK4 Extended Warranty	$25,384.72
334519	CAL-FLMK4	FLIR Thermal Camera - MK4	$13,129.69
334519	CAL-FR0	1000' (305m) milspec fiber-optic tether	$17,415.04
334519	CAL-FR1	Fiber-Optic Tether - MK4	$18,656.18
334519	CAL-HCU	CALIBER Hand Held Control Unit	$2,052.28
334519	CAL-HCUb	CALIBER Wireless Hand Held Control Unit (Bluetooth)	$3,674.55
334519	CAL-K100	K100 – PAN DISRUPTER UNIT (Fine thread)	$3,464.44
334519	CAL-K1000	K1000 – RECOIL REDUCTION ADAPTER KIT (Fine thread)	$2,975.80
334519	CAL-K1090	K1090 – ELECTRIC BREECH KIT-PAN (Fine thread)	$2,795.01
334519	CAL-K4300-12IC	K4300-12 – Tactical-Swat Disrupter Kit	$5,345.69
334519	CAL-MAFB	Motorized Anti-Flip Bar	$5,819.67
334519	CAL-MDVR	Digital Video Recorder (DVR) for Mini-CALIBER®	$2,433.41
334519	CAL-MINI	Mini-CALIBER® Robot SWAT Robot	$63,229.69
334519	CAL-MK3	MK3 - CALIBER® EOD	$91,912.71
334519	CAL-MK4	MK4 CALIBER Robot and Standard Accessories	$359,050.84
334519	CAL-MPTZ	Motorized, Telescoping Pan-Tilt-Zoom Camera	$5,819.67
334519	CAL-OP001	24V DC Firing Circuit for Mini-CALIBER® Robot	$1,309.55
334519	CAL-OP002	24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator	$2,814.55
334519	CAL-OP009	Motorized PTZ Mast and Camera	$13,066.17
334519	CAL-OP014	Mini-CALIBER case	$1,954.55
334519	CAL-OP015	Quick Release PTZ Upgrade	$4,431.94
334519	CAL-OP016	Quick Release FLIR Camera for CALIBER® Robot	$12,079.12
334519	CAL-PIP	Quad Screen Picture-in-Picture Functionality	$4,578.53
334519	CAL-PSA	The CALIBER®'s Portable Handheld Screen for Analog RF System	$4,558.99
334519	CAL-PSD	The CALIBER®'s Portable Handheld Screen for Digital COFDM RF System	$6,342.51
334519	CAL-SL0	MK3 Power Switch Lock	$229.66
334519	CAL-SL1	T5 Power Switch Lock	$229.66
334519	CAL-SP0	MK3 CALIBER BASIC SPARE PARTS KIT	$2,961.14
334519	CAL-SP1	T5 CALIBER BASIC SPARE PARTS KIT	$2,961.14
334519	CAL-SP2	Mini-CALIBER SPARE PARTS	$1,949.66
334519	CAL-SP3	MK4 Basic Spare Parts Kit	$14,624.92
334519	CAL-T5	CALIBER® T5	$94,062.72
334519	CAL-TK0	External truck brackets for RF system (Client installs)	$957.73
334519	CAL-TK1	Truck Brackets Kit - MK4	$1,006.59
334519	CAL-TRC	Heavy Duty Hard Shell Transit Case (set of 2)	$5,502.06
334519	CAL-TTC	CALIBER ROBOT ONSITE TRAINING at Customer Location (MK3/T5)	$3,733.19
334519	CAL-TTC-FLEX	CALIBER® FLEX ROBOT ONSITE TRAINING at Customer Location	$6,093.31
334519	CAL-TTC-MINI	Mini-CALIBER® Training	$3,733.19
334519	CAL-TTC-MK4	CALIBER ROBOT ONSITE TRAINING (MK4)	$6,093.31
334519	CAL-VEX	Video Rf Range Extender for CALIBER Robot (for Analog Video System)	$2,692.39
334519	CAL-XR1	X-ray mounting bracket for Vidisco XR-200 OR XR-300.	$1,470.80
334220	ESHL01	Hook & Line ESSENTIAL	$6,025.10
334220	ESHL03	Hook & Line ESSENTIAL with Backpack	$6,025.10
334519	ESI-RM2	Duke Pro 2-Channel Shock Tube Initiator with Mount	$1,925.23
334519	ESI-RM2-MK4C	MK4 ST Initiator Claw Arm Assembly	$1,925.23
334519	ESI-RM2-MK4W	MK4 ST Initiator Weapon Arm Assembly	$1,925.23
334519	EXWAR-FLEX	Extended Warranty - CALIBER® FLEX	$17,292.88
334519	FLEX-111	CALIBER® FLEX w/ COFDM IP Radios & Dual PAN Disrupter Mount	$222,310.52
334519	FR300	300m Firing Line	$1,509.89

334220	M1000	M1000 - Under-Vehicle Search Mirror	$897.68
334220	M2000	M2000 - 5-Section Search Mirror	$661.93
334220	M3000	M3000 - 3-Section Search Mirror	$262.96
334220	M4000	M4000 - Carbon Fiber Tactical Search Mirror	$680.06
334519	MK3-DS0	MK3 CALIBER® Robot w/ Digital COFDM Video	$111,897.99
334220	PSM-H&L	Pocket Search Mirror	$276.56
334519	RFD1678-1	8-Position Controller	$5,521.60
334519	RFD1678-10	Smart Charger, 3 Position	$1,128.75
334519	RFD1678-13	Tactical Case w/insert	$762.27
334519	RFD1678-18	Full Case	$1,118.98
334519	RFD1678-2	Electric Remote Initiator	$5,321.26
334519	RFD1678-3	Remote Shock Tube Initiator (RSTI)	$5,927.17
334519	RFD1678-4	Test Box (Optional)	$3,244.55
334519	RFD1678-6	Mini Controller	$5,805.01
334519	RFD1678-8	Conditioning Charger, 5 position	$3,195.69
334519	RFD1678-KIT01	System w/ 1 Electric & 1 RSTI Remote	$21,993.57
334519	RFD1678-KIT02	System with 2 Electric & 2 RSTI Remotes	$33,999.40
334519	RFD1678-KIT03	System with 4 Electric Remotes	$32,127.92
334519	RFD1678-KIT04	System with 4 RSTI Shock Tube Remotes	$35,181.90
334519	RFDC930-400-00	Orange Cover (remotes only)	$87.95
334519	T5-DS0	CALIBER® T5 Robot w/ Digital COFDM Video	$111,897.99
334220	TSPC-BasePkg	TSPC with Quick Disc and Audio Out Port	$5,150.24
334220	TSPC-Batt	TSPC - Backup Battery	$381.14
334220	TSPC-DualCam	TSPC - Dual Camera for UDC	$4,060.58
334220	TSPC-Shield	TSPC - Sunshield	$53.75
334220	TSPC-Sling	TSPC - Tactical Rifle Sling	$171.02
334220	TSPC-UDC-IR	TSPC - Under Door Camera with IR	$6,093.31
334220	TSPC-War3	TSPC - 3 Year Parts/ Labor Warranty (Depot)	$732.96
334220	ULHL02	Hook & Line ULTIMATE	$9,456.40

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-780114-46000MA

Issued: 12/09/2025

Quote Expiration: 01/30/2026

Estimated Contract Start Date: 03/15/2026

Account Number: 112277
Payment Terms: N30
Delivery Method:
Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Killeen Police Dept. - TX 3304 Community Blvd Killeen, TX 76542-6381 USA	Killeen Police Dept. - TX 3304 Community Blvd Killeen TX 76542-6381 USA Email:	Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Jeffrey Corbitt Phone: 254-501-6560 Email: jcorbitt@killeentexas.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$300,387.60
ESTIMATED TOTAL W/ TAX	$300,387.60

Discount Summary

Average Savings Per Year	$9,481.04
TOTAL SAVINGS	$47,405.20

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$137,023.92	$0.00	$137,023.92
Feb 2027	$40,840.92	$0.00	$40,840.92
Feb 2028	$40,840.92	$0.00	$40,840.92
Feb 2029	$40,840.92	$0.00	$40,840.92
Feb 2030	$40,840.92	$0.00	$40,840.92
Total	**$300,387.60**	**$0.00**	**$300,387.60**

Quote List Price: **$347,792.80**
Quote Subtotal: **$300,387.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AXON AIR R10 PATROL KIT BUNDLE								
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION		1	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
102471	AXON AIR - SKYDIO R10 PATROL HW KIT		2	$5,995.00	$5,995.00	$11,990.00	$0.00	$11,990.00
102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	60m	2	$19,528.80	$19,528.80	$39,057.60	$0.00	$39,057.60
BUNDLE - AXON DFR PATROL								
101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING		1	$9,000.00	$9,000.00	$9,000.00	$0.00	$9,000.00
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR		3	$5,249.00	$5,249.00	$15,747.00	$0.00	$15,747.00
101738	AXON AIR - SKYDIO X10 PATROL HW KIT		3	$20,231.00	$20,231.00	$60,693.00	$0.00	$60,693.00
101199	AXON AIR - SKYDIO DFR COMMAND	60m	3	$49,800.00	$49,800.00	$149,400.00	$0.00	$149,400.00
BUNDLE - OUTPOST								
102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	60m	1	$11,847.60	$0.00	$0.00	$0.00	$0.00
102032	AXON OUTPOST - CAMERA		1	$1,099.00	$0.00	$0.00	$0.00	$0.00
102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED		1	$950.00	$0.00	$0.00	$0.00	$0.00
102487	AXON OUTPOST - SOLAR PANEL - 50W		1	$95.00	$0.00	$0.00	$0.00	$0.00
102552	AXON OUTPOST - POLE - STANDARD		1	$1,495.00	$0.00	$0.00	$0.00	$0.00
102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD		1	$100.00	$0.00	$0.00	$0.00	$0.00
102135	AXON OUTPOST - EXT WARRANTY - CAMERA	48m	1	$408.00	$0.00	$0.00	$0.00	$0.00
102737	AXON OUTPOST - STANDARD HARDWARE KIT		1	$249.00	$0.00	$0.00	$0.00	$0.00
102136	AXON OUTPOST - STANDARD INSTALLATION		1	$875.00	$0.00	$0.00	$0.00	$0.00
102137	AXON OUTPOST - MAINTENANCE	48m	1	$1,020.00	$0.00	$0.00	$0.00	$0.00
BUNDLE - LIGHTPOST								
102153	AXON LIGHTPOST - INSTALL SERVICE		1	$900.00	$0.00	$0.00	$0.00	$0.00
102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	60m	1	$11,847.60	$0.00	$0.00	$0.00	$0.00
102156	AXON LIGHTPOST - CONNECT SERVICE	60m	1	$4,980.00	$0.00	$0.00	$0.00	$0.00
102131	AXON LIGHTPOST - 3P CAMERA		1	$2,179.00	$0.00	$0.00	$0.00	$0.00
102132	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)		1	$6,500.00	$0.00	$0.00	$0.00	$0.00
102164	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE		1	$40.00	$0.00	$0.00	$0.00	$0.00
102394	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	60m	1	$2,820.00	$0.00	$0.00	$0.00	$0.00
Individual Items								
101250	AXON AIR - SKYDIO PARACHUTE FOR X10		3	$4,000.00	$4,000.00	$12,000.00	$0.00	$12,000.00
Total						**$300,387.60**	**$0.00**	**$300,387.60**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - AXON DFR PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	1	02/15/2026
A la Carte	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	1	02/15/2026
BUNDLE - LIGHTPOST	102131	AXON LIGHTPOST - 3P CAMERA	1	1	03/15/2026
BUNDLE - LIGHTPOST	102132	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)	1	1	03/15/2026
BUNDLE - LIGHTPOST	102164	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE	1	1	03/15/2026
BUNDLE - OUTPOST	102032	AXON OUTPOST - CAMERA	1	1	03/15/2026
BUNDLE - OUTPOST	102487	AXON OUTPOST - SOLAR PANEL - 50W	1	1	03/15/2026
BUNDLE - OUTPOST	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	1	1	03/15/2026
BUNDLE - OUTPOST	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	1	1	03/15/2026
BUNDLE - OUTPOST	102552	AXON OUTPOST - POLE - STANDARD	1	1	03/15/2026
BUNDLE - OUTPOST	102737	AXON OUTPOST - STANDARD HARDWARE KIT	1	1	03/15/2026
AXON AIR R10 PATROL KIT BUNDLE	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	2	1	04/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR R10 PATROL KIT BUNDLE	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	03/15/2026	03/14/2031
BUNDLE - AXON DFR PATROL	101199	AXON AIR - SKYDIO DFR COMMAND	3	03/15/2026	03/14/2031
BUNDLE - LIGHTPOST	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	1	03/15/2026	03/14/2031
BUNDLE - OUTPOST	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	1	03/15/2026	03/14/2031

Services

Bundle	Item	Description	QTY
AXON AIR R10 PATROL KIT BUNDLE	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - AXON DFR PATROL	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1
BUNDLE - LIGHTPOST	102153	AXON LIGHTPOST - INSTALL SERVICE	1
BUNDLE - LIGHTPOST	102156	AXON LIGHTPOST - CONNECT SERVICE	1
BUNDLE - LIGHTPOST	102394	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	1
BUNDLE - OUTPOST	102136	AXON OUTPOST - STANDARD INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON DFR PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		
BUNDLE - OUTPOST	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	1	03/15/2027	03/14/2031
BUNDLE - OUTPOST	102137	AXON OUTPOST - MAINTENANCE	1	03/15/2027	03/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3304 Community Blvd	Killeen	TX	76542-6381	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 1	101199	AXON AIR - SKYDIO DFR COMMAND	3	$29,880.00	$0.00	$29,880.00
Annual Payment 1	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	$9,000.00	$0.00	$9,000.00
Annual Payment 1	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	$12,000.00	$0.00	$12,000.00
Annual Payment 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Annual Payment 1	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	$60,693.00	$0.00	$60,693.00
Annual Payment 1	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,811.52	$0.00	$7,811.52
Annual Payment 1	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	2	$11,990.00	$0.00	$11,990.00
Annual Payment 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$2,500.00	$0.00	$2,500.00
Total				**$137,023.92**	**$0.00**	**$137,023.92**

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	102032	AXON OUTPOST - CAMERA	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102131	AXON LIGHTPOST - 3P CAMERA	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102132	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102136	AXON OUTPOST - STANDARD INSTALLATION	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102137	AXON OUTPOST - MAINTENANCE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102153	AXON LIGHTPOST - INSTALL SERVICE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102156	AXON LIGHTPOST - CONNECT SERVICE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102164	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102394	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102487	AXON OUTPOST - SOLAR PANEL - 50W	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102552	AXON OUTPOST - POLE - STANDARD	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	102737	AXON OUTPOST - STANDARD HARDWARE KIT	1	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 2	101199	AXON AIR - SKYDIO DFR COMMAND	3	$29,880.00	$0.00	$29,880.00
Annual Payment 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Annual Payment 2	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,811.52	$0.00	$7,811.52
Total				**$40,840.92**	**$0.00**	**$40,840.92**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 3	101199	AXON AIR - SKYDIO DFR COMMAND	3	$29,880.00	$0.00	$29,880.00
Annual Payment 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Annual Payment 3	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,811.52	$0.00	$7,811.52
Total				**$40,840.92**	**$0.00**	**$40,840.92**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 4	101199	AXON AIR - SKYDIO DFR COMMAND	3	$29,880.00	$0.00	$29,880.00
Annual Payment 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Annual Payment 4	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,811.52	$0.00	$7,811.52
Total				**$40,840.92**	**$0.00**	**$40,840.92**

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	0	$0.00	$0.00	$0.00
Annual Payment 5	101199	AXON AIR - SKYDIO DFR COMMAND	3	$29,880.00	$0.00	$29,880.00
Annual Payment 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Annual Payment 5	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	2	$7,811.52	$0.00	$7,811.52
Total				**$40,840.92**	**$0.00**	**$40,840.92**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 718-23 (Axon Air) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/9/2025

Menu

Vendor Contract Information Summary

Vendor	Axon Enterprises
Contact	Ashley Forbrich
Phone	301-356-5253
Email	contracts@axon.com
Vendor Website	www.axon.com
TIN	86-0741227
Address Line 1	17800 North 85th Street
Vendor City	Scottsdale
Vendor Zip	85255
Vendor State	AZ
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Unmanned Aerial Vehicles and Surveillance Services
Contract No.	718-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes

12/26/2025 9:24 AM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1398461

Date Filed:
12/10/2025

Date Acknowledged:

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

ICOR Technology Inc.
Ottawa ON Canada

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

Killeen Police Department

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.

GS-07F-0430V
Supply and Delivery of Police Investigation Robot

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Med-Eng Holdings Ulc.	Ottawa Ontario Canada	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jack Vongdouangchanh, and my date of birth is August 20, 1981.

My address is 935 Ages Drive, Ottawa (city), ON (state), K1G 6L3 (zip code), Canada (country).

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

Executed in Ottawa County, State of Ontario, on the 10th day of December (month), 20 25 (year).

J. Vongdouangchanh

Digitally signed by Jack Vongdouangchanh
Date: 2025.12.10 10:11:07 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)

ACQUISITION OF TACTICAL EQUIPMENT FOR THE KILLEEN POLICE DEPT.

RS-26-016

January 20, 2026

Acquisition of Tactical Equipment

- The Killeen Police Department is seeking approval to purchase a tactical SWAT robot and to replace and modernize existing SWAT and patrol drones.

- The following slides outline the operational need for these upgrades and the public safety benefits they provide to officers and the community.

TRU Background and Operational Need

- Since 2020, the Killeen Police Department Tactical Response Unit has responded to 201 SWAT activations, including 44 call outs, 108 search warrants, and 49 assists to other agencies, with these incidents typically involving barricaded suspects, armed individuals, and potential hostage situations, making the enhancement of tactical robotics and indoor drone capabilities critical to reducing risk to officers, suspects, and the public.

- KPD must enhance its tactical robotics and indoor drone capabilities to safely manage high-risk incidents while minimizing potential harm to officers, suspects, and the public.

Tactical SWAT Robot Benefits

- Remote entry using a SWAT robot allows officers to assess threats, clear hazards, and gather critical intelligence from inside a structure while significantly reducing the risk of injury or loss of life to personnel.

- Real time video from SWAT robots and drones provides immediate situational awareness, enabling informed tactical decisions while minimizing risk to officers.

- Integration with the Real Time Crime Center allows live video and data to be shared with command staff and analysts, improving coordination, decision making, and overall incident management.

SWAT and Patrol Drone Benefits

- Upgrading patrol and SWAT drones provides the following benefits:
  - Enhances real-time situational awareness through improved cameras, sensors, and flight capabilities, allowing officers to make faster and better-informed tactical decisions.
  - Improves officer safety and operational efficiency by reducing the need for direct physical exposure during high-risk incidents, searches, and critical responses.

No lower than this line

National Best Standard Practices

- National best practices for SWAT robots and drones emphasize integrating advanced remote systems to enhance officer safety, improve real-time intelligence gathering, support de-escalation, and ensure transparent, accountable operations in high-risk and critical incidents.
- International Association of Chiefs of Police: Recommends remote-operated systems.
- Texas Police Chiefs Association: Supports robotics for high-risk entries.
- KPD is currently below national technology standards.

Benefit to the Citizens

- Increases public safety by enabling officers to resolve high-risk incidents more quickly and safely, reducing the likelihood of injury to civilians, officers, and suspects.

- Enhances transparency and accountability through improved real-time video and documentation, allowing incidents to be managed with greater precision and minimal disruption to the community.

- The Killeen Police Department has a clear obligation and demonstrated need to modernize its response capabilities for high-risk incidents.

Financial Impact

- Funding for this project is secured, in part, by using previously approved CIP funds for the KPD RMS Niche project.

- The ICOR Technology expense will be funded using previously approved CIP funds allocated for the KPD RMS Niche project, with ICOR Technology qualifying as a GSA vendor under GS-07F-00430V, eliminating the need for a three-quote competitive bid; the quote reflects a one-time cost of $149,144.28 and includes a three-year extended warranty.

- The Axon purchase will require an amendment to the existing eight-year contract, increasing the total contract value by $300,387.60 over a five-year period, incorporating current individual Axon contracts for Tasers and Fusus, with a Year 1 cost of $137,023.92 and annual costs of $40,840.92 for Years 2 through 5, to be funded through the Police Department General Fund.

Financial Impact

- **FY 26:** ICOR Technology $149,144.28 (1x Purchase)
  Axon Enterprise, Inc. $137,023.92 (1x Costt
  Total: $286,168.20

- **FY27** Axon Enterprise, Inc. $40,840.92 (Recurring)
- **FY28** Axon Enterprise, Inc. $40,840.92 (Recurring)
- **FY29** Axon Enterprise, Inc. $40,840.92 (Recurring)
- **FY30** Axon Enterprise, Inc. $40,840.92 (Recurring)

Recommendation

- Staff recommends authorizing the City Manager, or his designee, to execute the purchase with ICOR Technology in the amount of $149,144.28 and to amend the Axon Enterprise, Inc. contract in the amount of $137,023.92, with subsequent annual costs of $40,840.92 through fiscal year 2030.

- Additionally, staff recommends authorizing the City Manager, or designee, to execute any change orders within the limits established by state and local law.

City of Killeen

Staff Report

File Number: RS-26-017

Consider a memorandum/resolution authorizing a Interlocal Agreement with Bell County for the bidding and construction of traffic signals along Chaparral Road.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Interlocal Agreement with Bell County for the bidding and construction of traffic signals along Chaparral Road**

BACKGROUND AND FINDINGS:

This Interlocal Agreement is between Bell County and the City of Killeen for the installation of traffic signals along Chaparral Road at the intersections with Featherline Road and the High School. The traffic signals were a project proposed by the county to address citizen concerns along Chaparral Road, specifically between Featherline Road and the High School.

Traffic signals are proposed with the Chaparral Road project in these locations as part of the current roadway project. To address the citizen concerns, Bell County would like to move forward to install signals on span wires to address the current traffic concerns and is requesting that the City provide guidance and assistance. Bell County hired Freese and Nichols to design the traffic signals and ensure they align with the current City of Killeen project. Since Bell County does not currently have an engineer on staff or any maintenance ability for traffic signals, they are looking for the city to assist in the bidding process and construction of the project. The city will bid the project and project manage the construction of the project. The city will then take over the maintenance and operation of the traffic signals. The county will reimburse the city for costs associated with the construction of the signals. The city will monitor the construction with city staff.

In the proposed Interlocal Agreement, Bell County will reimburse the City of Killeen for the expenses related to the design, relocation of franchise utilities, and construction. The City of Killeen will then take ownership of the signals once constructed.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with local and state policies.

FINANCIAL IMPACT:

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

The total amount of the revenue/expenditure for this project will be determined through the public bidding process for this item. Bell County will reimburse the city for the full amount of this item.

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

This is a one-time revenue/expenditure.

Is this revenue/expenditure budgeted?

This project will require a budget amendment for the amount received by Bell County for this item.

If not, where will the money come from?

The project is being funded by Bell County who will reimburse the City for expenses related to this item.

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

This project will require a budget amendment.

RECOMMENDATION:

Staff recommends that the City Council authorize the city manager, or designee, to execute an Interlocal Agreement with Bell County for the bidding and construction of traffic signals along Chaparral Road.

DEPARTMENTAL CLEARANCES:

Engineering Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Interlocal Agreement
Layout
Presentation

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KILLEEN AND BELL COUNTY FOR DESIGN AND CONSTRUCTION OF CHAPARRAL ROAD

THIS INTERLOCAL AGREEMENT, regarding the design and construction of Chapparal Road, ("Agreement") is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (this "City") and Bell County, Texas (the "County"), each a Party and collectively referred to as the "Parties."

RECITALS

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code, the "Interlocal Cooperation Act;"

WHEREAS, Chaparral Road (the "Road") is a roadway within the jurisdiction of the County and City, and the City of Harker Heights and is approximately 6.64 miles long; extending from SH 195 to FM 3481.

WHEREAS, The City of Killeen, the City of Harker Heights, and Bell County have previously executed an Interlocal Agreement ("ILA") regarding the design and construction of Chaparral Road; and

WHEREAS, the Parties desire to work together to facilitate the construction of two temporary traffic signals, with one at the intersections of Chaparral Road and Featherline and one at the intersection at Chaparral Road and the Killeen Independent School District (KISD) Chaparral High School (the "Project"), in accordance with the general terms and conditions outlined below.

AGREEMENT

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

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

Section 2. General Scope of the Project. The Project will include the construction of two temporary traffic signals, one at the intersections of Chaparral Road and Featherline and one at the intersection of Chaparral Road and KISD Chaparral High School as detailed in the attached Exhibit "A".

Section 3. Project Phasing. The Project will proceed based upon the following phases:

a. The County will contract with a consultant ("Engineer") to perform professional design services.

b. The City will perform all bidding related functions for the Project, with bids reviewed by Engineer.

c. Construction will commence on the Project once the Parties approve and award a construction contact in accordance with Texas State Law and as recommended by the Engineer.

Section 4. Development and Financing of the Project.

a. The County will pay for the engineering design services.

b. Construction related charges will be as follows:

   i. Utility Relocation

      a. Engineer will determine the utilities in need of relocation through the plans and specifications referenced above.

      b. The Parties understand and agree that any franchise utility relocation costs will be covered by the County.

      c. The City will relocate any City-owned utilities impacted by the Project at its sole expense.

   ii. Signal Construction

      a. The County will provide the necessary funding for the construction of the Project.

      b. City will provide project management and construction inspection services for the Project at their own cost.

      c. Upon reasonable advance notice, the County shall make any property available to City to facilitate the performance of City's obligations hereunder.

   iii. The Project Costs

      a. All costs are estimated at this time according to the table in Exhibit "B".

      b. Costs are estimated based in the Engineer's "Estimate of Construction" for the Project.

      c. Cost overruns or underruns will be the responsibility of the County.

Section 5. Maintenance upon Completion. Upon completion of the Project, the City will accept responsibility and ownership of the constructed traffic signals. All power utility costs will be the responsibility of City.

Section 6. Joint Obligations. The Parties agree:

a. To meet upon request of either Party throughout the course of the Project to review the status, discuss any concerns, and coordinate any decisions materially affecting this Agreement.

b. Not to unreasonably interfere with or delay the Project.

c. Not to unreasonably withhold, condition, or delay any requested approval or consent made by the other Party.

d. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation

authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.

Section 8. Term. The term of this Agreement will commence on the execution date hereof and shall terminate upon the earliest to occur of: (a) thirty days following written notice by any Party prior to expenditure of funds or provision of in-kind services; (b) termination pursuant to Section 10 of this Agreement; (c) the completion of the Project; or (d) after 12 months if no work, including design, has begun on said Project.

Section 9. Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. No Party shall have any authority to bind the other to any agreement. This Agreement is not assignable or transferable by either Party without the other Party's written consent.

Section 10. Default and Remedies.

a. Each of the following constitutes a material breach of this Agreement and an Event of Default: (i) failing to fully and timely perform any covenant under this Agreement; and (ii) making any representation found to be materially false, misleading, or erroneous in connection with the Project.

b. If any Party should commit an Event of Default, the Party alleging such default shall give the other Party not less than ten (10) days' notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days' written notice is impractical due to a threat of harm to life or property, then the Party alleging the failure shall give the other Party such notice as may be reasonable under the circumstances.

c. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.

d. Each Party waives all special, incidental, consequential, or punitive damages.

e. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays taking any action with respect to the default.

f. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

Section 11. Notice. All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after

the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the Party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the Party to be notified or at such Party's address for purposes of notice as set forth herein. A change in the notice address of any Party may be affected by serving written notice of such change and of such new address upon the other Party in the manner provided herein. Initially, notices shall be addressed as follows:

If to City:	If to County:
_____	_____
_____	_____
_____	_____
_____	_____

Section 12. Miscellaneous.

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

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

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

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

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

f. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that

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

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

h. Multiple Counterparts. 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.

i. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements, Memorandum of Understanding (MOU), and communications between the Parties relating to the subject matter of this Agreement.

[signature page follows]

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed and EFFECTIVE on this ____ day of _____ 20___.

CITY OF KILLEEN

BY: _____
City Manager
Kent Cagle

ATTEST:

_____
City Secretary
Laura Calcote

BELL COUNTY

BY: _____
David Blackburn
County Judge

ATTEST:
_____
Shelley Coston
County Clerk

EXHIBIT 'A'

FEATHERLINE RD
COMMUNITY BLVD
GREYFRIAR DR
SHIMLA DR
PARKMILL DR
LORNE DR
VIEWPARK LN
ALEY ROSE DR
AVENDESORA RD
ALTARA CV
ADDISON ST
AUBREE KATHERINE DR
BUCKHAVEN DR
POLMONT DR
SANDPIPER DR
MEADOW LARK DR
CHAPARRAL RD
869 ft
Cedar Ridge Cir
Scarlet Oak Dr
Crooked Oak Dr
Proposed Signal Locations

EXHIBIT 'B'

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Chaparral Road Turn Lanes	DATE	11/4/2025
CLIENT	Bell County	GROUP	3140
% SUBMITTAL	100%	PM	Colton Fisher

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Roberto Aguilar	Colton Fisher	BC25270

ITEM	DESCRIPTION	QUANTITY	UNIT	TXDOT SPEC SECTION NO.	UNIT PRICE	TOTAL
GENERAL						
1-1	160-7002 FURN & PLACE TOPSOIL (4")	300	SY	160	$ 6.00	$ 1,800.00
1-2	162-7002 BLOCK SODDING	300	SY	162	$ 10.00	$ 3,000.00
1-3	500-7001 MOBILIZATION (10%)	1	LS	500	$ 49,100.00	$ 49,100.00
1-4	502-7001 BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	502	$ 10,000.00	$ 10,000.00
					GENERAL SUBTOTAL	**$ 83,900.00**
TRAFFIC SIGNAL						
1-1	416-7042 DRILL SHAFT (TRF SIG POLE) (24 IN)	12	LF	416	$ 210.00	$ 2,520.00
1-2	416-7044 DRILL SHAFT (TRF SIG POLE) (30 IN)	112	LF	416	$ 450.00	$ 50,400.00
1-3	618-7054 CONDT (PVC) (SCH 80) (2")	30	LF	618	$ 35.00	$ 1,050.00
1-4	618-7060 CONDT (PVC) (SCH 80) (3")	320	LF	618	$ 18.00	$ 14,090.00
1-5	618-7061 CONDT (PVC) (SCH 80) (3") (BORE)	410	LF	618	$ 53.00	$ 21,730.00
1-6	620-7008 ELEC CONDR (NO.8) INSULATED	1,860	LF	620	$ 4.00	$ 7,440.00
1-7	620-7009 ELEC CONDR (NO.6) BARE	690	LF	620	$ 4.00	$ 2,760.00
1-8	620-7010 ELEC CONDR (NO.6) INSULATED	200	LF	620	$ 5.00	$ 1,000.00
1-9	624-7008 GROUND BOX TY D (1624)22IN/APRON	9	EA	624	$ 2,500.00	$ 22,500.00
1-10	625-7001 ZINC COATED STEEL WIRE STAND (1/16")	600	LF	625	$ 5.00	$ 3,000.00
1-11	625-7001 ZINC COATED STEEL WIRE STAND (5/16")	1,300	LF	625	$ 6.00	$ 6,600.00
1-12	628-7190 ELC SRV TY D 120/240 070(NS)SS(E)SP(U)	2	EA	628	$ 12,000.00	$ 24,000.00
1-13	636-7001 ALUMINUM SIGNS (TY A)	130	SF	636	$ 30.00	$ 3,900.00
1-14	644-7075 REMOVE SM RD SN SUP&AM	6	EA	644	$ 200.00	$ 1,200.00
1-15	680-7002 INSTALL HWY TRF SIG (ISOLATED)	2	EA	680	$ 50,000.00	$ 100,000.00
1-16	682-7001 VEH SIG SEC (12") (LED) (GRN)	10	EA	682	$ 500.00	$ 5,000.00
1-17	682-7002 VEH SIG SEC (12") (LED) (GRN ARW)	6	EA	682	$ 500.00	$ 3,000.00
1-18	682-7003 VEH SIG SEC (12") (LED) (YEL)	10	EA	682	$ 500.00	$ 5,000.00
1-19	682-7004 VEH SIG SEC (12") (LED) (YEL ARW)	7	EA	682	$ 500.00	$ 3,500.00
1-20	682-7005 VEH SIG SEC (12") (LED) (RED)	10	EA	682	$ 500.00	$ 5,000.00
1-21	682-7006 VEH SIG SEC (12") (LED) (RED ARW)	4	EA	682	$ 500.00	$ 2,000.00
1-22	682-7042 BACKPLATE W/RET BRDR (5 SEC) (VENTILA) (M	11	EA	682	$ 300.00	$ 3,300.00
1-23	682-7043 BACKPLATE W/RET BRDR (4 SEC) (VENTILA) (M	1	EA	682	$ 320.00	$ 320.00
1-24	682-7044 BACKPLATE W/RET BRDR (5 SEC) (VENTILA) (M	2	EA	682	$ 350.00	$ 700.00
1-25	684-7033 TRF SIG CBL (7 X 14 AWG) (7 CONDR)	1,320	LF	684	$ 6.00	$ 13,920.00
1-26	686-7007 INS TRF SIG PL AM (S/STR) (TY B)	1	EA	686	$ 6,500.00	$ 6,500.00
1-27	686-7008 INS TRF SIG PL AM (S/STR) (TY B) (LUM	7	EA	686	$ 9,500.00	$ 66,500.00
1-28	687-7001 PED POLE ASSEMBLY	2	EA	687	$ 6,500.00	$ 13,000.00
1-29	6003-7001 ITS COMM CBL (ETHERNET)	240	LF	6003	$ 5.00	$ 1,200.00
1-30	6006-7021 VVDS PHOSE SYS	2	EA	6006	$ 12,000.00	$ 24,000.00
1-31	6006-7022 VVDS CNTR, SOFTWARE	2	EA	6006	$ 500.00	$ 1,000.00
1-32	6006-7023 VVDS CAM ASS VAR LNS (FURN AND INSTAL)	7	EA	6006	$ 2,500.00	$ 17,500.00
1-33	6006-7024 VVDS CABLING (FURN AND INSTALL)	890	LF	6006	$ 5.00	$ 4,450.00
1-34	6018-7002 CCTV FIELD EQUIPMENT (DIGITAL)	2	EA	6018	$ 4,000.00	$ 8,000.00
1-35	6018-7011 CCTV FIELD CNTRL	2	EA	6018	$ 1,500.00	$ 3,000.00
1-36	6043-7001 SPREAD SPECTRUM RADIO	2	EA	6043	$ 3,000.00	$ 6,000.00
1-37	6043-7002 COAXIAL CABLE	300	LF	6043	$ 3.00	$ 900.00
					TRAFFIC SIGNAL SUBTOTAL	**$ 455,950.00**
					OVERALL SUBTOTAL	**$ 539,850.00**
					MISCELLANEOUS CONSTRUCTION (10%)	**$ 54,000.00**
BASE BID TOTAL						**$ 593,850.00**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable cost provided herein are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost.

Notes:

1. Excavation material assumed to be Type A soil for cost estimating purposes.
2. Improvements are assumed to be to TxDOT standards, unless noted otherwise.

LEGEND

BENCHMARK #

NOTES:
1. COORDINATES AND DISTANCES ARE US SURVEY FEET DISPLAYED IN SURFACE VALUES USING A SCALE FACTOR OF 1.00012.
2. HORIZONTAL CONTROL IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD83(2011) CENTRAL ZONE.
3. SURVEY WAS PROVIDED BY BELL COUNTY ON APRIL 25, 2025.

BENCHMARK TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
4000	10349702.34	3116337.46	865.417	MAG NAIL SET IN CONCRETE
4002	10349459.38	3115215.09	868.352	MAG NAIL SET IN CONCRETE
5000	10349667.89	3116207.65	870.449	5/8" IRON ROD W/ ORANGE CONTROL CAP

0 100 200
SCALE IN FEET

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS
COLTON FISHER
130816
LICENSED
PROFESSIONAL ENGINEER
07/10/2025

FREESE NICHOLS
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Phone - (817) 735-7300
Web - www.freese.com

BELL COUNTY

CHAPARRAL ROAD TURN LANES

CIVIL

PROJECT LAYOUT AND SURVEY CONTROL

NO.	ISSUES	BY	DATE

F&N JOB NO. BCT25270
DATE 2025-05-30
DESIGNED RA
DRAWN ZG
CHECKED
APPROVED CF
FILE NAME BCT25270-cv-trt-pl-control01.dgn

VERIFY SCALE Bar is one-half inch on original drawing. If not one-half inch on this sheet, adjust scale. 0 1/2

SHEET CONT-01

SEQ. 4

OpenRoads Designer User: 04321
ACCOUNTS: pw://freese-pw.bentley.com:freese-pw-01/Documents/FNI - Texas/BCT25270 - FNI - CE/4 - Design/Plan Set1, General/BCT25270-cv-trt-pl-control01.dgn
Project: pw://freese-pw.bentley.com:freese-pw-01/Documents/FNI - Texas/BCT25270 - FNI - CE/4 - Design/Plan Set1, General/Workspaces/2025/Configurations/CAD/Configuration/CAD_Config.cfg
Plot Scale: 0.0833 ft / in.
Model: Default
Project:
Date: 7/10/2025

Date:7/10/2025 User:04321 File:pw://freese-pw.bentley.com:freese-pw-01/Documents/FNI - Texas/BCT25270 - FNI - CE/4 - Design/Plan Set1, General/BCT25270-cv-trt-pl-control01.dgn

INTERLOCAL AGREEMENT WITH BELL COUNTY FOR TRAFFIC SIGNALS ON CHAPARRAL ROAD

RS-26-017

January 20, 2026

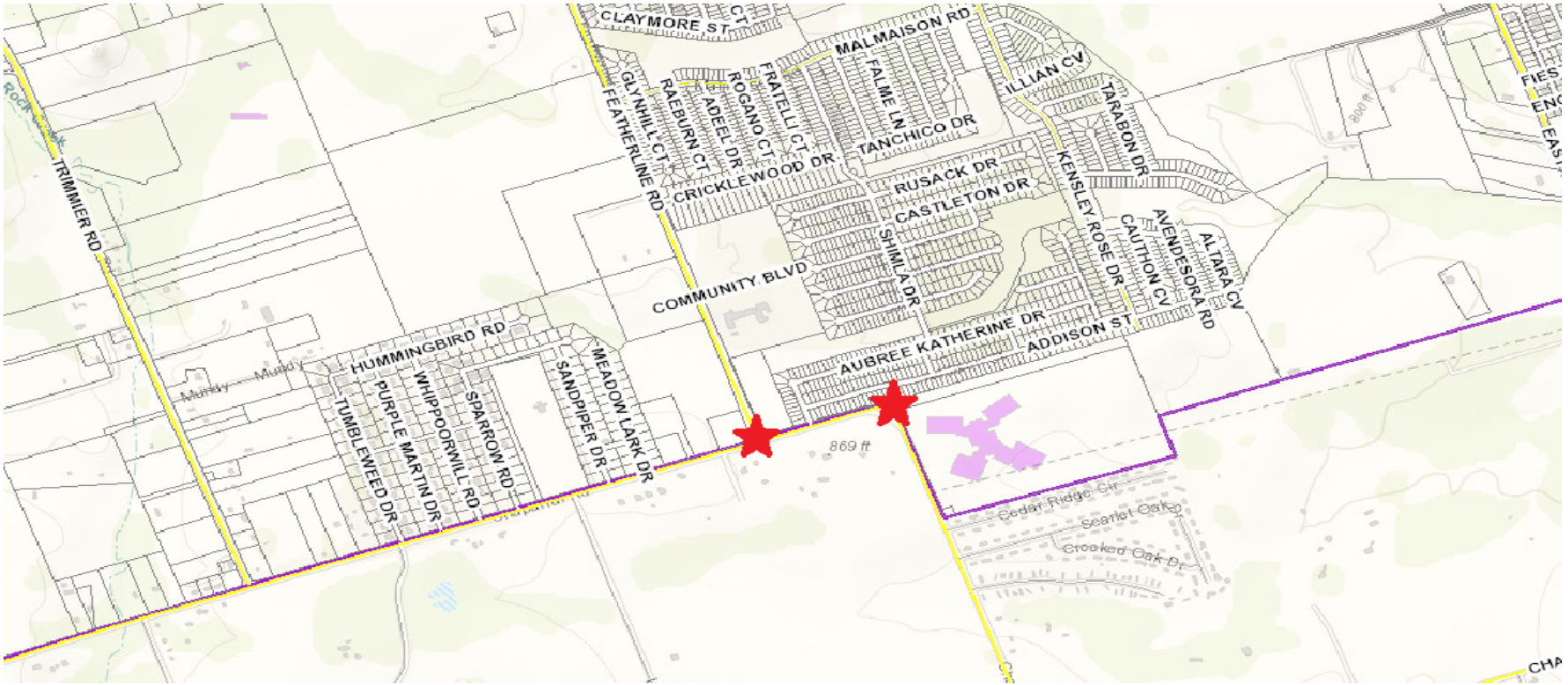
Background and Findings

- On July 23, 2019, the City Council adopted the 2020-2024 Capital Improvement Program that included Chaparral Road.
- On September 20, 2022 the City, Bell County, and Harker Heights entered into an Interlocal Agreement for the Chaparral Road project.
- Due to concerns raised by the residents of Featherline and Chaparral, Bell County performed a traffic study of the intersections of Featherline and by Chaparral High School.
- The study showed the there is a current need for signals due to the school and peak hour traffic.

Background and Findings

- The county currently has no county engineer, or staff that maintains signals.
- Bell County would like to move forward with new signals at those locations and has requested the assistance of the City.
- The City would bid and manage the construction of the project and perform the needed maintenance on the traffic signals.
- The County would reimburse the city for the costs associated with any remaining design, relocation of franchise utilities and construction.
- Once constructed the City would take ownership of the signals.

Location Map



Recommendation

- Staff recommends that the City Council authorize the city manager, or designee, to execute an Interlocal Agreement with Bell County for the bidding and construction of traffic Signals along Chaparral Road.

City of Killeen

Staff Report

File Number: RS-26-018

Consider a memorandum/resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Rancier Project.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Advance Funding Agreement with the Texas Department of Transportation for the Rancier Project**

BACKGROUND AND FINDINGS:

In the fall of 2020, the Texas Department of Transportation (TxDOT) held a statewide call for safety improvement projects on and off the state highway system and encouraged the participation of cities and counties. The purpose of the Highway Safety Improvement Program (HSIP) is to provide funds for eligible construction costs for the road safety projects to facilitate a significant reduction in traffic fatalities and incapacitating injuries on all public roads.
On October 30, 2020, the City of Killeen Public Works Department applied for the Transportation Mobility funding by proposing a project along Rancier Road between State Highway-195 and W.S. Young Drive. In 2020, the Killeen Temple Metropolitan Planning Organization (KTMPO) selected this project for funding and inclusion in the regional Transportation Improvement Plan. The project originally consisted of a five-foot sidewalk along one side of the roadway for the entire length. Since the time of the application, the project has increased in scope and needs the Advance Funding Agreement (AFA) to reflect the current project. The project was originally awarded funding in the Category 7 TxDOT funding. In August 2023, the funding category was revised to be in Category 10 TxDOT funding in the State 2025-2028 Transportation Improvement Plan (TIP). The AFA agreement was drafted and sent to the city from TxDOT. The funding for the agreement is based on the grant application and what was approved. The overall project budget has been updated in the KTMPO plan but is not needed for the AFA agreement as stated by TXDOT.
To proceed with the current grant, TxDOT is requesting that the AFA be completed at this time. The AFA is based on the current project description for the grant. The project has been updated through KTMPO for the regional transportation plan and the update to the AFA is the next needed step for the grant.

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?

In accordance with the Advance Funding Agreement with the Texas Department of Transportation (TxDOT), Attachment B Project Budget states that the costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs. The total estimated cost of the project grant is $3,240,000.00. The Federal participation is $2,592,000.00 and Local Participation is estimated at $648,000.00.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

Local funding will be provided by the TIRZ Fund and is anticipated to be appropriated through the FY 2028 budget process as the project advances toward construction.

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 an AFA with TxDOT for the Rancier Road Project with the understanding that staff will continue to work with TxDOT and KTMPO to update the project to the current scope and timeline.

DEPARTMENTAL CLEARANCES:

Engineering Services
Finance

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Project Budget
Presentation

TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
AFA CSJs	0909-36-185				CFDA Title	Highway Planning and Construction
District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Carbon Reduction Program
Off-System

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, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

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, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construct pedestrian infrastructure along W. Rancier Ave. from SH 195 to WS Young Dr..** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, 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). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
AFA CSJs	0909-36-185				CFDA Title	Highway Planning and Construction
District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

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. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government***	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. 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 Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of constructing six foot wide concrete sidewalk with pedestrian signals, ADA ramps, and crosswalks along W. Rancier Ave. from SH 195 to WS Young Dr. as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of

Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (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 local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. 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 Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. 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.

7. 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.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state 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 with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, 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 have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement 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).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT 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. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. 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. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of 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., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government 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 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.

16. 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 of Killeen ATTN: City Manager 101 College St. Killeen, TX 76541	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 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.

17. 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.

18. 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.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement 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.

21. 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.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. 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 under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General 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 final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA 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.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-

14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
AFA CSJs	0909-36-185				CFDA Title	Highway Planning and Construction
District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

32. Signatory Warranty

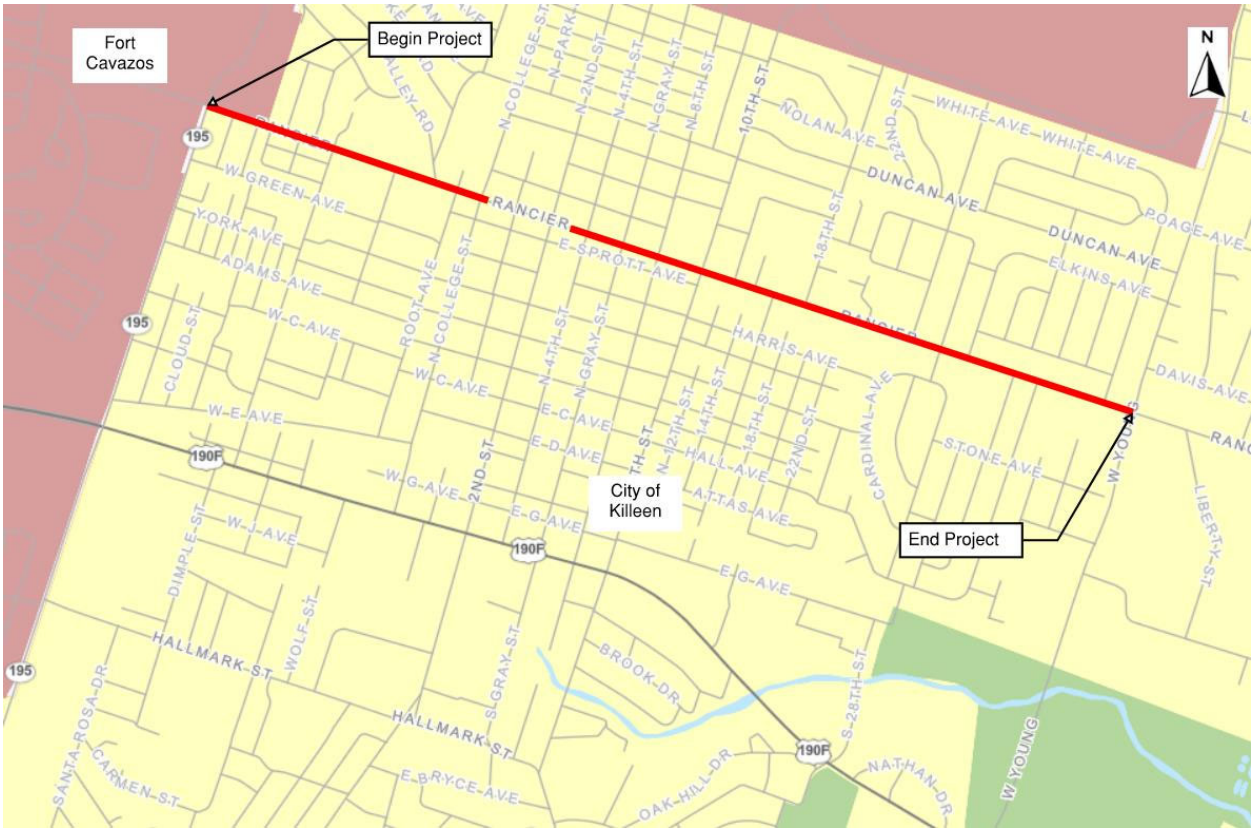
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
AFA CSJs	0909-36-185				CFDA Title	Highway Planning and Construction
District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
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District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the Construction cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	$3,240,000.00	80%	$2,592,000.00	0%	$0.00	20%	$648,000.00
Subtotal	$3,240,000.00		$2,592,000.00		$0		$648,000.00
Environmental Direct State Costs	$1,300.00	0%	$0.00	0%	$0.00	100%	$1,300.00
Right of Way Direct State Costs	$2,600.00	0%	$0.00	0%	$0.00	100%	$2,600.00
Engineering Direct State Costs	$18,000.00	0%	$0.00	0%	$0.00	100%	$18,000.00
Utility Direct State Costs	$9,000.00	0%	$0.00	0%	$0.00	100%	$9,000.00
Construction Direct State Costs	$34,000.00	0%	$0.00	0%	$0.00	100%	$34,000.00
Indirect State Costs (5.29%)	$172,000.00	0%	$0.00	100%	$172,000.00	0%	$0.00
TOTAL	$3,476,900.00		$2,592,000.00		$172,000.00		$712,900.00

- Initial payment by the Local Government to the State: $30,900.
- Payment by the Local Government to the State before construction: $34,000.
- Estimated total payment by the Local Government to the State $64,900.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
AFA CSJs	0909-36-185				CFDA Title	Highway Planning and Construction
District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:					Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957		CFDA No.	20.205
AFA CSJs	0909-36-185				CFDA Title	Highway Planning and Construction
District #	09-WAC	Code Chart 64#	22300			
Project Name	PED | Rancier Ave | SH 195 to WS Young				*AFA Not Used For Research & Development*	

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		%	Cost	%	Cost	%	Cost
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Subtotal	$3,240,000.00		$2,592,000.00		$0		$648,000.00
Environmental Direct State Costs	$1,300.00	0%	$0.00	0%	$0.00	100%	$1,300.00
Right of Way Direct State Costs	$2,600.00	0%	$0.00	0%	$0.00	100%	$2,600.00
Engineering Direct State Costs	$18,000.00	0%	$0.00	0%	$0.00	100%	$18,000.00
Utility Direct State Costs	$9,000.00	0%	$0.00	0%	$0.00	100%	$9,000.00
Construction Direct State Costs	$34,000.00	0%	$0.00	0%	$0.00	100%	$34,000.00
Indirect State Costs (5.29%)	$172,000.00	0%	$0.00	100%	$172,000.00	0%	$0.00
TOTAL	$3,476,900.00		$2,592,000.00		$172,000.00		$712,900.00

- Initial payment by the Local Government to the State: $30,900.
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- Estimated total payment by the Local Government to the State $64,900.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

ADVANCED FUNDING AGREEMENT WITH TXDOT FOR RANCIER

RS-26-018

January 20, 2026

Background

- The City applied for a KTMPO Grant for the Rancier Road project.
  - Approved construction costs in the amount of $3,476,900.00 of which $2,592,000.00 will be paid as a federal share.
- FY 2023 Capital Improvement Plan included the design of the Rancier Road Project.
- The project is currently under final design which is expected to be completed in 2028.

Background

- The Advanced Funding Agreement is between TXDOT and the City of Killeen.
  - Is based on the initial grant application.
  - Can be amended after execution.
- City will work with KTMPO and TXDOT to update the project scope and cost as the design work continues.
- City will continue to seek additional grant funding for the project.

Project Limits

SH 195 (Fort Hood Road) to N. 38th Street

Recommendation

- Staff recommends the Council authorize the City Manager, or designee to enter into the Advanced Funding Agreement with TXDOT for the Rancier Road Project.

City of Killeen

Staff Report

File Number: RS-26-019

Consider a memorandum/resolution authorizing a Letter of Agreement, with Insituform Technologies, LLC, for Sewer Replacement on Conder Street, in the amount of $124,245.00.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

FROM: **Andrew Zagars, City Engineer**

SUBJECT: **Letter of Agreement with Insituform Technologies, LLC for Sewer Replacement on Conder Street**

BACKGROUND AND FINDINGS:

A six-inch sewer main that serves fifteen homes between 811 and 911 Conder Street is in desperate need of replacement. The city sewer team has tried to maintain the sewer main, but the deterioration of the pipe has gotten to the point of imminent failure.
City staff reached out to Insituform Technologies, LLC, for guidance on how to replace the approximately 580-feet of the deteriorated sewer main. Insituform, who has replaced thousands of feet of sewer main for the City of Killeen, submitted a proposal from the Buyboard Local Government Purchasing Cooperative Contract No. 730-24, in the amount of $124,245.00, for the replacement of 580-feet of six-inch sewer main and the reconnection of the fifteen sewer service lines.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The sewer main replacement on Conder Street will be completed through a purchasing cooperative. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The total expenditure for FY 2026 will not exceed $124,245.00.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, funds are budgeted within account 350-56201-900-400-923025.

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:

Authorize the City Manager, or designee, to execute a Letter of Agreement with Insituform Technologies, LLC, in the amount of $124,245.00 and furthermore, authorize the City Manager, or designee, to execute any and all contract amendments within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Letter of Agreement
Proposal
Contract Summary
Certificate of Interested Parties
Presentation

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen (referred to herein as "City") and Insituform Technologies, LLC (referred to herein as "Contractor"), collectively the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement and Exhibits attached hereto, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: furnish all labor, materials, equipment, and services necessary to replace approximately 580-feet of 6-inch sewer main and reconnect 15 sewer laterals as outlined in the attached Exhibit A (the "Services")

Term of Agreement. This Agreement shall commence upon the date that the last required signature is affixed and extend for 60 calendar days after Commencement of Work on the Services and may be reasonably extended as necessary to complete the Services, unless terminated in accordance with the terms and conditions hereto.

Consideration. Contractor agrees to provide the Services stated above:

___ at the rate of $_____ per hour; or

_X_ for a lump sum payment in the amount of $124,245.00.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of the City.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for the Services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	$1,000,000 general aggregate.

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.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon sixty (60) calendar days' written notice, provided such cause cannot be reasonably cured within such sixty (60) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations.

All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of the City shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Contractor. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

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.

Acknowledgement – "Boycott Israel"
Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.

Acknowledgement – "Boycott Energy Companies"
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 Government Code Chapter 809.

Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"
Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

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

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

[Signature Page on following page.]

SIGNED, ACCEPTED AND AGREED by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Kent Cagle, City Manager
City of Killeen

Date

Contractor INSITUFORM TECHNOLOGIES, LLC.

Ursula J. Youngblood
Contracting & Attesting Officer

19 December 2025

Date

Exhibit A

Corporate Address for Contracts:
580 Goddard Avenue
Chesterfield, MO 63005
www.insituform.com

Timothy N. Naylor
3413 Hunter Rd., San Marcos, Tx 78666
Phone: 512-677-8732
tnaylor@azuria.com

December 5, 2025 SO-00216164

Buyboard Proposal

City of Killeen TX – Conder Emergency Sewer Replacement by Means of Pipebursting

INSITUFORM TECHNOLOGIES, LLC (Insituform) herein proposes to furnish all labor, materials, equipment, and services, with the noted exclusions, for accomplishing the referenced task as described in the project location maps presented by the City of Killeen (City) utilizing The Local Government Purchasing Cooperative Contract #730-24 administered by the Buyboard.

ASSUMPTIONS AND QUALIFICATIONS

During TV inspection all lateral side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated and a pay item provided, assumes that all laterals will be reconnected. Specific service connections will not be reconnected only when a written directive is received from the Owner. The Owner will indemnify and hold Insituform Technologies, LLC. harmless from all claims arising from backups and other effects of such actions or inactions.

Water shall be provided at no cost to Insituform Technologies, LLC. for all construction phases of this project. Insituform Technologies, LLC. will follow all required deposit, backflow prevention, and metering procedures.

Insituform has provided a pay item herein for Payment and Performance Bonds. An appropriate Certificate of Insurance shall be provided following acceptance of this proposal.

Proposal Terms and Conditions

Terms and Conditions of the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Technical specifications shall be those of the City of Killeen supplemented by that of the Buyboard and North Central Texas Council of Governments Public Works Construction Standards latest edition. Any changes to these conditions must be noted and agreed upon by both parties.

PROPOSAL PRICING

Line Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	Mobilization Per Crew - Texas	1.00	EA	$10,000.00	$10,000.00
2	6" - 8" Clean and TV	580.00	LF	$7.00	$4,060.00
3	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	580.00	LF	$72.00	$41,760.00
4	8" - 12" Pipeburst Setup Charge Per Install Length	580.00	LF	$7.00	$4,060.00
5	6" - 8" Point repair (Obstruction removal by excavation if needed during CCTV)	1.00	EA	$2,000.00	$2,000.00
6	Access Pit (0'-8' deep)	1.00	EA	$2,500.00	$2,500.00
7	Access Pit (8'-12' deep)	1.00	EA	$3,500.00	$3,500.00
8	External reconnect (0'- 8' deep)	15.00	EA	$1,275.00	$19,125.00
9	Extra length service over 5' long	30.00	LF	$40.00	$1,200.00
10	Bypass System Equip/pipe delivery, tear down, pick up 3" - 4"	1.00	EA	$9,000.00	$9,000.00
11	6" - 18" Post TV Inspection After Rehabilitation	580.00	LF	$3.00	$1,740.00
12	Repair/Rehab chain link fence with new	25.00	LF	$75.00	$1,875.00
13	Repair/Rehab wooden fence with new	25.00	LF	$75.00	$1,875.00
14	Sod (If needed)	300.00	SY	$18.50	$5,550.00
15	Traffic Control - Residential	1.00	LS	$3,500.00	$3,500.00
16	General Restoration, initial clearing, final clean up	1.00	LS	$9,750.00	$9,750.00
17	Bond & Insurance	1.00	LS	$2,750.00	$2,750.00
					$124,245.00

City to provide:

- Access to manholes – including property owner coordination, if necessary.
- Water cost – meter at nearby hydrant.
- Lab Testing, if necessary.
- Tax Exempt Certificate.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC.

TIMOTHY N. NAYLOR
COMMERCIAL MANAGER
SOUTHWEST

ACCEPTED BY:

CITY OF KILLEEN, TX

_____
SIGNATURE

_____
DATE

_____
NAME

_____
TITLE

Enter Map Name

8/11/2025, 2:54:44 PM

StreetNames2
Bell County Cities
Bartlett
Belton
Copperas Cove
Harker Heights
Holland
Little River-Academy
Morgan's Point Resort
Nolanville
Rogers
Salado
Temple
Troy
Bell County Roads
Citylimits
Parcel
StreetCenterline
PRINCIPAL ARTERIAL
MINOR ARTERIAL
MARGINAL ACCESS
COLLECTOR
LOCAL STREET
Phase # - 5 Smoke Defects
Main
Collection
Force
Interceptor
Service
ssAir_Relief
Sewer Main
Force
Interceptor
Collection
Service
Force Abandoned
Interceptor Abandoned
Collection Abandoned
SewerValve
Manhole Have Overflowed
No

1:1,128

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

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

Corporate Address for Contracts:
580 Goddard Avenue
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Timothy N. Naylor
3413 Hunter Rd., San Marcos, Tx 78666
Phone: 512-677-8732
tnaylor@azuria.com

December 5, 2025 SO-00216164

Buyboard Proposal

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INSITUFORM TECHNOLOGIES, LLC (Insituform) herein proposes to furnish all labor, materials, equipment, and services, with the noted exclusions, for accomplishing the referenced task as described in the project location maps presented by the City of Killeen (City) utilizing The Local Government Purchasing Cooperative Contract #730-24 administered by the Buyboard.

ASSUMPTIONS AND QUALIFICATIONS

During TV inspection all lateral side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated and a pay item provided, assumes that all laterals will be reconnected. Specific service connections will not be reconnected only when a written directive is received from the Owner. The Owner will indemnify and hold Insituform Technologies, LLC. harmless from all claims arising from backups and other effects of such actions or inactions.

Water shall be provided at no cost to Insituform Technologies, LLC. for all construction phases of this project. Insituform Technologies, LLC. will follow all required deposit, backflow prevention, and metering procedures.

Insituform has provided a pay item herein for Payment and Performance Bonds. An appropriate Certificate of Insurance shall be provided following acceptance of this proposal.

Proposal Terms and Conditions

Terms and Conditions of the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Technical specifications shall be those of the City of Killeen supplemented by that of the Buyboard and North Central Texas Council of Governments Public Works Construction Standards latest edition. Any changes to these conditions must be noted and agreed upon by both parties.

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17	Bond & Insurance	1.00	LS	$2,750.00	$2,750.00
					$124,245.00

City to provide:

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- Water cost – meter at nearby hydrant.
- Lab Testing, if necessary.
- Tax Exempt Certificate.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC.

TIMOTHY N. NAYLOR
COMMERCIAL MANAGER
SOUTHWEST

ACCEPTED BY:

CITY OF KILLEEN, TX

_____
SIGNATURE

_____
DATE

_____
NAME

_____
TITLE

Enter Map Name

8/11/2025, 2:54:44 PM

StreetNames2

Bell County Cities
- Bartlett
- Belton
- Copperas Cove
- Harker Heights
- Holland
- Little River-Academy
- Morgan's Point Resort
- Nolanville
- Rogers
- Salado
- Temple
- Troy
- Bell County Roads
- Citylimits

Parcel

StreetCenterline
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- MARGINAL ACCESS
- COLLECTOR
- LOCAL STREET

Phase 4 - 5 Smoke Defects

Main
- Collection
- Force
- Interceptor
- Service
- ssAir_Relief

Sewer Main
- Force
- Interceptor
- Collection
- Service
- Force Abandoned
- Interceptor Abandoned
- Collection Abandoned
- SewerValve

Manhole Have Overflowed
- No

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

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

Menu

Vendor Contract Information Summary

Vendor	Insituform Technologies, LLC
Contact	Ursula J Youngblood
Phone	636-530-8000
Email	uyoungblood@aegion.com
Vendor Website	www.aegion.com
TIN	13-3032158
Address Line 1	17988 Edison Avenue
Vendor City	Chesterfiels
Vendor Zip	63005
Vendor State	MO
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products)
Contract No.	730-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes
Quote Reference Number	Insituform Proposal No 730-24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1402440

Date Filed:
12/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
INSITUFORM TECHNOLOGIES, LLC.
Chesterfield, MO United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
730-24
Conder Emergency Sewer Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tullman, Robert	Chesterfield, MO United States	X	
Schoenekase, Daniel	Chesterfield, MO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ursula J. Younblood, and my date of birth is N/A.

My address is 580 Goddard Avenue, Chesterfield, MO, 63005, USA.
(city) (state) (zip code) (country)

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

Executed in St Louis County, State of Missouri, on the 19th day of December, 2025.
(month) (year)

Ursula J Younglood.
Signature of authorized agent of contracting business entity
(Declarant)

CONDER SEWER REPLACEMENT

RS-26-019

January 20, 2026

Background and Findings

- A six-inch sewer main that serves fifteen homes between 811 and 911 Conder St. is in desperate need of replacement.
- City sewer team has tried to maintain the sewer main, but the deterioration of the pipe has gotten to the point of imminent failure.
- Insituform Technologies, who has replaced thousands of feet of sewer main for the city, submitted a proposal from the Buyboard Local Government Purchasing Cooperative Contract No. 730-24 in the amount of $124,245 to pipeburst 580-feet of six-inch sewer main and reconnect fifteen sewer service lines.

Map of the Area

Recommendation

- Authorize the City Manager, or designee, to execute a Letter of Agreement in the amount not to exceed $124,245 with Insituform Technologies, LLC, and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen

Staff Report

File Number: RS-26-020

Consider a memorandum/resolution approving the purchase of real property at 108 W. Jasper Road from the Killeen Independent School District for Killeen Fire Department Facilities, in the amount of $803,000.00.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Real Property Purchase for Killeen Fire Department Facilities**

BACKGROUND AND FINDINGS:

City Council approved $9,000,000.00 for the funding of a new Fire Station No. 5 in the Fiscal Year (FY) 2026 Budget. This new station will replace the existing station located across the street at 907 W. Jasper Road.

The existing Fire Station No. 5 is undersized and in need of replacement for this portion of the City. It has been determined that a larger four bay fire station is needed in this part of the City. The construction and opening of a fire station in the identified area will help to improve response times, maintain the City of Killeen's Insurance Services Organization (ISO) rating, and add much needed resources to the Killeen Fire Department.

When looking for a location to replace the existing facility, this property became the first choice based on its location. The school has not been used for several years and the Killeen Independent School District (KISD) has expressed an interest in selling the property. KISD, was contacted by Killeen Fire Department staff to inquire about their plans for the property. The school indicated that this is a surplus property that they are looking to sell. An agreement has been reached for the purchase of the 5.93 acres of land with frontage on W. Jasper Drive and Florence Road.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The item conforms to all state and local policies.

FINANCIAL IMPACT:

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

The cost of the land is $803,000.00 which 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 2025 C/O Bond Fund Land/ROW account 307-56500-900-450-925016.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council approve the purchase of the 5.93-acre tract of land, located at 108 W. Jasper Road, from the Killeen Independent School District in the amount of $803,000.00 and authorize the City Manager, or designee to execute any documentation necessary to effectuate the sale.

The parcel is right sized for the current needs of the Killeen Fire Department as well as for future growth that the department is expected to see in the next 20 years as it pertains to Emergency Preparedness and training

DEPARTMENTAL CLEARANCES:

Engineering Services
Fire Department
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

KISD Interest Letter
Staff Assessment
Appraisal

Agreement
Memo to City Manager
Proposed Draft Site Concept
Presentation

CITY OF KILLEEN
CITY MANAGER'S OFFICE

January 6, 2026

Killeen Independent School District
Attn: Dr. King Davis, Superintendent
200 N. WS Young Drive
Killeen, TX 76542

RE: Purchase of Bellaire E.S. Land

Dear Dr. Davis:

The City of Killeen is interested in acquiring property you own at 108 W. Jasper Drive in Killeen, Texas, for a proposed project to rebuild and relocate Fire Station #5.

Please be advised that the City of Killeen possesses eminent domain authority to acquire property; however, in the event you are not interested in selling your property, or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain.

We are prepared to offer you $803,000 to purchase your property subject to City Council approval. We believe this amount represents the current market value of your property. Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact Fire Chief James Kubinski at (254) 501-7671.

Sincerely,

Kent Cagle
City Manager

Staff conducted a due diligence report on property addressed as 108 W. Jasper Drive, Killeen, Texas as requested. This report includes current zoning, plat status, water/sewer availability, and floodplain information.

Property Information

Property ID: 59559

Property Address: 108 W. Jasper Drive

Property Size: 5.93 Acres

Figure 1. **Aerial Map**

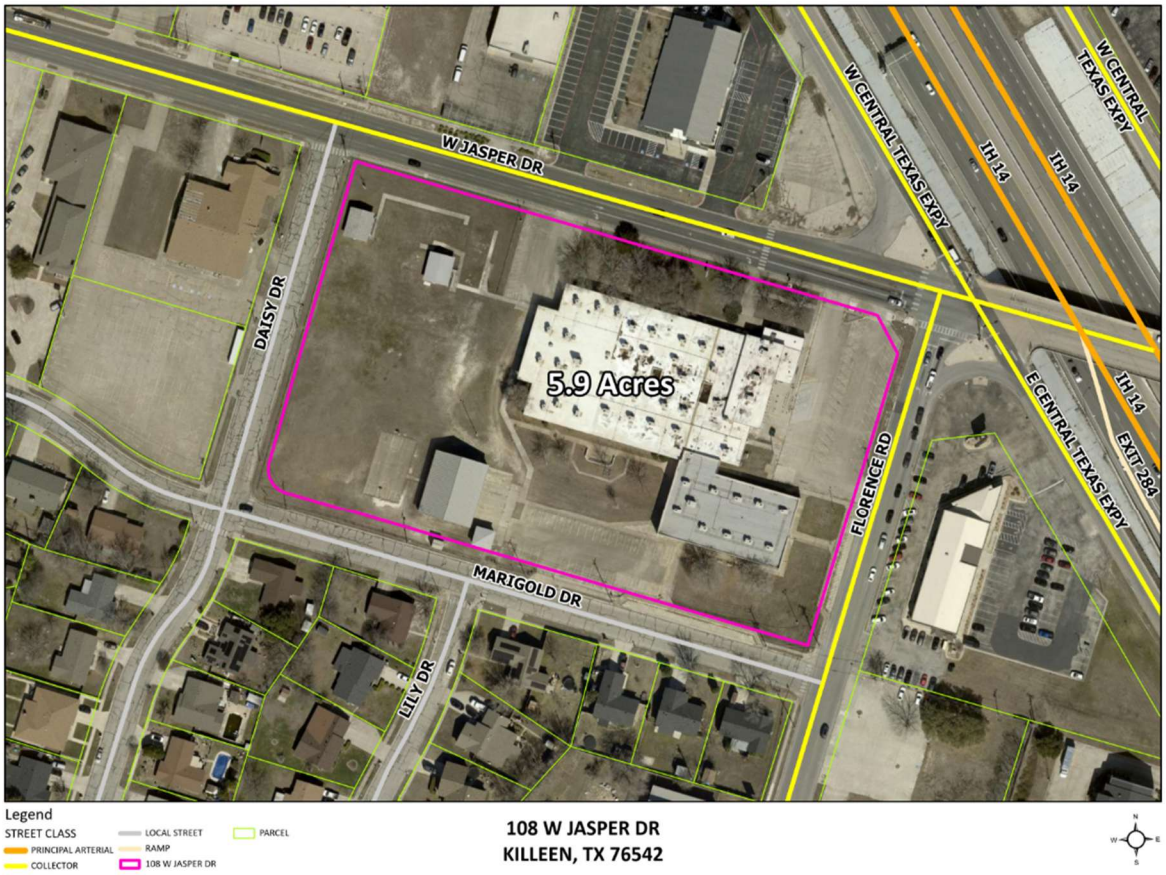

Figure 2. **Subject Property Looking South. Source: Google Maps**

Current Zoning and Plat Information:

Current Zoning

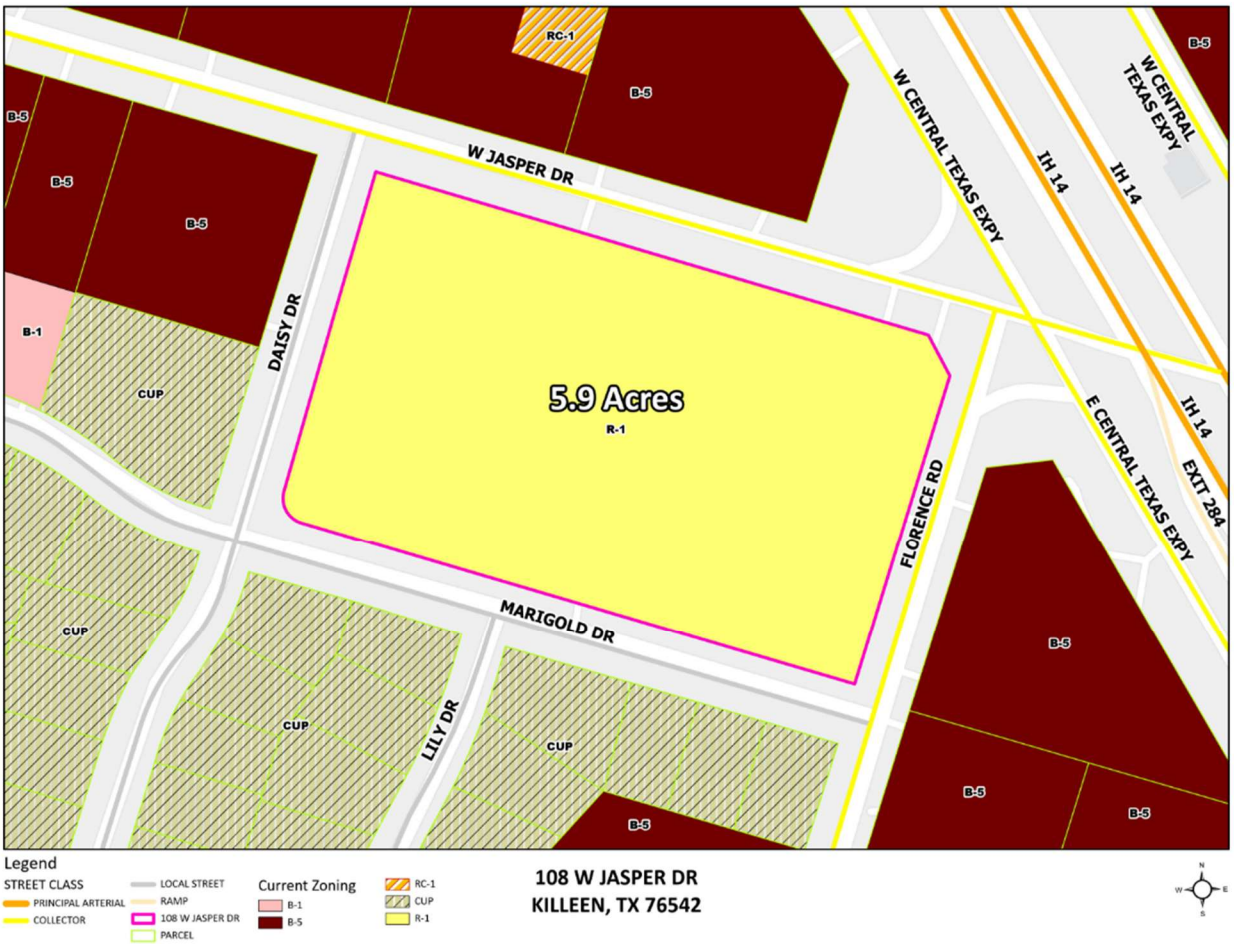

Figure 3. **Current Zoning Map**

This property is currently zoned R-1. This zoning designation allows for a single family detached dwellings and any use permitted under 31-186(1-13(b)) of the Killeen Code of Ordinances. Under Sec 31-187(7), Public buildings, including libraries, museums, police, and fire stations are allowed.

Plat

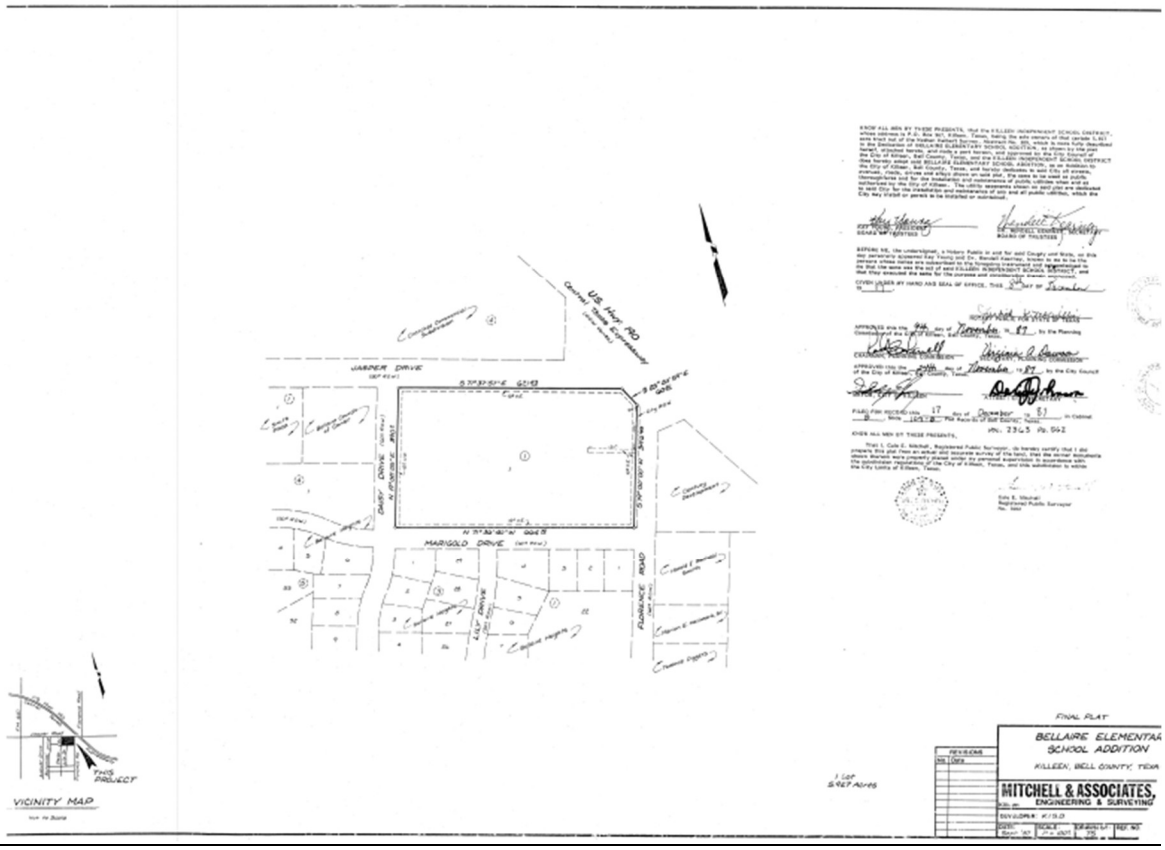

Figure 4. **KISA Bellaire Final Plat**

This site is 5.93 acres platted as Bellaire Elementary School, Block 001, Lot 0001, on 12/17/1987, The site will need to be platted to display the specific site.

Water and Sewer

Figure 5. **Water and Sewer Map**

There is a 12” water transmission Line on the north side along Jasper, a 6” transmission waterline along Florence to the east, and a 6” distribution water line along the south along Marigold Drive.

There is a 6” that transitions to an 8” sanitary sewer line along the south side along Marigold Drive.

FEMA Flood Hazard

Tere are no known environmental constraints for this lot. The site is not within and FEMA regulatory Special Flood Hazard Area (SFHA

File No. 120324-SGG
Case No.

APPRAISAL REPORT

OF

108 W. Jasper Dr. (Former Bellaire Elementary)
Killeen, TX 76542

PREPARED FOR

Killeen ISD
P.O. Box 967
Killeen, TX 76540

AS OF

November 20, 2024

PREPARED BY

Steven Grant Gryseels
GrantGryseels@yahoo.com, (254) 541-0890
Hal Dunn & Associates: 5106 S. General Bruce Dr., Suite 200, Temple, TX 76502

File No. 120324-SGG
Case No.

Borrower N/A
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

January 15, 2025 (Updated from December 5, 2024, with new demolition estimates)

Killeen Independent School District
P.O. Box 967
Killeen, TX 76540

Attention (Intended User): Killeen Independent School District

Re: Appraisal of real property located at 108 W. Jasper Dr., Killeen, TX 76542

Legal: Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX

In accordance with your request, I have physically-viewed the above-referenced property, and developed this appraisal report in order to estimate its market value. I have done research into various factors that influence its market value. The report of that appraisal is attached. The objective/purpose of this appraisal is to estimate the market value of the property described in this report, as-is, in unencumbered fee-simple title of ownership. The intended use of this appraisal is for the client to make financial decisions regarding the subject property.

This appraisal will establish a market value of the real estate for the exclusive use of the client. **The purpose of this appraisal is to provide an opinion of market value along with relevant analysis and data for the client.** This appraisal was prepared for utilization solely by the client in making financial decisions regarding the subject property. I have performed no appraisal or other specified service as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

This report is based on a physical viewing of the site, a locational analysis of the neighborhood and city, and an analysis of the market for properties such as the subject. This report determined the highest and best use of the subject, completed or analyzed the three approaches to value (when appropriate), and has reconciled the appropriate approaches to value into a final estimate of market value. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice. According to the Uniform Standards of Professional Appraisal Practice, this report fulfills the requirements of an 'Appraisal Report'.

The market value conclusions reported are as of the effective date stated in the body of the report, and are contingent upon the certification and limiting conditions attached. I am not required to testify or explain the appraisal results other than respond to the client's routine and customary questions. This cover letter is invalid as an opinion of value without the attached report that contains the text, exhibits, and addenda.

The existence of any hazardous substances, including and without limitation to asbestos, radon gas, petroleum leakage, or agricultural chemicals, mold, fungus, or any other environmental conditions, including any cemeteries or burial grounds, which may or may not be present on or within the property, were not called to the attention of the appraiser nor did this appraiser become aware of such during the inspection of the subject. This appraiser has no knowledge of the existence of such materials, unless otherwise noted. This appraiser is not qualified to detect or test for such substances or conditions. If such substances exist on the subject property, the finding and removal of those could be quite costly and could substantially affect the value of the property. The final value estimate is predicted on the assumption that there is no such condition on, near, or within the property, or within such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such conditions, or for expertise including engineering knowledge required to discover them. A new survey, title commitment, or qualified engineer, surveyor, or other professional would be required to make easement, encroachment, drainage condition, deed restriction, liens, soil condition, exact land size, availability and location of utilities, environmental condition, flood condition, lead-based paint condition, mold and/or fungus condition, asbestos condition, septic system condition, water well conditions, HVAC condition, roofing condition, structural condition, and other condition determinations regarding the subject property. This appraiser is not a property inspector, therefore he always recommends getting a full inspection and construction estimate to know more about the condition of the subject property, and any possible need for repairs and what the cost might be for those repairs.

Non-fixtures/business-personal property (FF&E)/trade fixtures/inventory will be considered personal property, and will not be given an estimate of value in this appraisal; your appraiser is not an expert at appraising personal property, does not have comparable's to support any personal property values, and personal property typically is discounted at varying rates.

Continued on the next page.

Appraiser Name Steven Grant Gryseels Supervisor Name _____

File No. 120324-SGG
Case No.

Borrower	N/A						
Property Address	108 W. Jasper Dr. (Former Bellaire Elementary)						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen ISD		Address P.O. Box 967, Killeen, TX 76540				

After consideration of the data, discussion, and analysis contained within this report, and subject to the hypothetical conditions, extraordinary assumptions, and other assumptions and limiting conditions, it is concluded that the market value of the subject property, with an estimated marketing period and exposure time of 90 to 365 days, as of November 20, 2024, is:

$803,000 (Eight Hundred and Three Thousand Dollars)*
As-Is, Fee-Simple

***This estimated value is broken down via the following estimates:**

258,180 square feet x $6.25/square foot = $1,614,000 (Land Value, Rounded)

-$811,000 Demolition/removal of improvements

$803,000

***Demolition and removal of the buildings is estimated at approximately $936,000 based on the estimates provided to KISD; your appraiser is not an expert at determining demolition/removal costs.**

It has been a pleasure to assist you. Please do not hesitate to contact us if we can be of additional service to you.

Appraiser Name Supervisor Name _____
Steven Grant Gryseels

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File No. 120324-SGG
Case No.

Borrower N/A
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

"I Certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and the Hypothetical Conditions and Extraordinary Assumptions; these are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal viewing of the property that is the subject of this report.

No one provided significant professional assistance to the person or persons signing this report.

This appraisal was prepared based upon my experience, and the data available.

I have not been engaged to provide, and this appraisal does not provide a warranty of any kind that the conclusions set forth in this report will, in fact, be realized.

I have not been engaged to evaluate the effectiveness of the management of the subject property.

I have not been engaged to be responsible for future marketing efforts and other actions of management of the subject property, and they may affect the actual results.

I have not been engaged to take responsibility for any circumstances, events, or conditions in the economy or marketplace that take place or exist subsequent to the effective date of this appraisal.

This appraisal has not been, and cannot be, re-addressed to another client. No other user is intended.

This appraisal makes no reduction for commissions on the sale of the subject property, unpaid taxes, or liens against the subject property.

Through my experience, education, and other resources, I have established sufficient competence to appraise the subject property.

I am an employee of, and an appraiser for, CenTex Valuation LLC, as well as a general-contractor-appraiser for Hal Dunn & Associates.

I have performed no appraisal or other specified service as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment."

Appraiser Name Supervisor Name _____
Steven Grant Gryseels

SUBJECT LOCATION, NEIGHBORHOOD, & CITY

The overall subject neighborhood is considered to be the area roughly bordered by Hallmark Ave. to the north, Fort Hood St. to the west, Turtle Creek to the south, and Trimmier Rd. to the east. See the neighborhood map in the addenda for the approximate boundaries estimated for the subject neighborhood. This is an established and active neighborhood primarily consisting of various commercial and residential properties; there are several well-established subdivisions in this neighborhood as well. The subject is located in an area with a high-occupancy rate among all of the types of properties. .

This neighborhood has good appeal to the marketplace. The subject property is located in an area with good visibility, access, and traffic flow. The subject is located along 4 roadways, including Jasper Dr. and Florence Rd., both of which are heavily-trafficked roadways through Killeen; these are considered Collector roadways; this portion of Florence Rd. had a traffic count of 4,570 vehicles per day in 2020; this portion of Jasper Dr. had a traffic count of 8,267 vehicles per day in 2023, both according to TXDOT.

There are several established large residential neighborhoods around the subject property, and throughout the overall subject neighborhood. Being located in close proximity to Fort Cavazos, IH-14, other arterial roadways, major restaurants, hotels, major retailers, shopping centers, schools, churches, large residential neighborhoods, offices, city parks, and the Killeen Airport are positive attributes for properties of this nature.

The subject property is a 4-corner lot (an entire block) located across the street from commercial properties on three sides and a residential neighborhood on one side; there is also a busy traffic-signalled intersection here at Florence Rd./Jasper Dr./IH-14;, all of which add to the visibility and marketability factors. The subject is considered to be well-located within the city of Killeen. The subject has good visibility, marketability, and commercial/residential appeal. The neighborhood consists of various commercial, multi-family, and single-family properties.

There are commercial and residential properties around the subject property. The subject is considered to be in a good commercial/residential location with a desirable and marketable redevelopment potential. The surrounding residential neighborhoods (as well as those further out), businesses, Killeen, and Fort Cavazos provide support to businesses in this area/neighborhood, and generate traffic to this location. There are several major commercial properties near and around the subject property, and throughout the overall subject neighborhood.

Killeen is located in the 5th fastest growing MSA in Texas, which is the Killeen/Fort Cavazos/Temple MSA. The principle trade centers for Bell County are Temple (which is 10 miles northeast of Belton, 19 miles north of Salado, and 25 miles east of Killeen) and Killeen which is 18 miles to the west of Belton (the county seat). Killeen has a population of over 153,000 people (up 27% from 2010 to 2020). The city of Killeen is located adjacent to Fort Cavazos, along IH-14, approximately 158 miles south of Dallas, 68 miles north of Austin, and 62 miles south of Waco, Texas. It is an incorporated city with a council-manager form of government. Land uses are enforced by zoning regulations with construction standards maintained by a building inspection department. Major employers in the area include the school system, the Killeen-Fort Cavazos Regional Airport (GRK), Wal-Mart, government services, healthcare systems, banks, Teleperformance, various major retailers, construction services, and restaurants. Killeen Business Park is also host to several major businesses; for example, Pepsi Bottling Company. Fort Cavazos reportedly employs over 60,000 people and contributes over $35 billion to the Texas economy.

Primarily because of the growth of Fort Cavazos, the greater Killeen region has experienced tremendous growth that will last well into the future. Killeen's economy is almost 100% dependent upon the military, but it does have a few industries and distributors. Central Texas is also a military retirement area. Fort Cavazos has hundreds of millions in quarterly expenditures and millions in annual capital improvements. Although Fort Cavazos encompasses much of Killeen's former farm and ranch trade area, some income is still derived from agriculture. Cattle are grazed on the post by arrangement with the military authorities, and the remaining trade area supports considerable cattle, sheep, goat, and horse operations with some limited farming.

Fort Cavazos, covering over 340 square miles, is one of the largest military bases in the free world. It is the only post in the United States capable of training and stationing two armored divisions. There are reportedly over 50,000 military personnel stationed at the base. Fort Cavazos is reportedly the largest single-site employer in the state of Texas, and has a $3.9 billion dollar impact on the community. In conclusion, the general area has been growing at a healthy pace over the past ten years. Killeen's economy, which is tied closely to Fort Cavazos, is based upon a stabilized Fort Cavazos and upon the growing local economy. The long term growth of the Killeen/Bell County area appears to be good.

Overall, the economy of the city of Killeen is considered to be good. Killeen has shown a gradual increase in population since 2010. There are no apparent factors which would significantly modify this historical pattern. Therefore, it is my opinion, that the short term outlook is for stable or increasing property values, with longer term appreciation moderating to a level approximately that of inflation. Property values in this neighborhood are expected to remain stable in the foreseeable future. See the Quickfacts, Demographics, Housing Report, and Neighborhood Data summaries in the addenda of this report.

PURPOSE OF ASSIGNMENT

The purpose of this report is to present this appraiser's concluded opinion of the market value of the fee-simple estate (Full ownership of the complete bundle of rights; Unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of escheat, eminent domain, taxation, and police power) and surface estate of the subject property as of the effective date of this report, along with a summary of the data and rationale that support this conclusion for the exclusive use of the client.

Your appraiser will estimate the market value of the property described in this report in as-is, fee-simple title of ownership. The intended use of this appraisal is for the client to make financial decisions regarding the subject property.

REASONABLE MARKETING PERIOD AND EXPOSURE TIME

The subject has an estimated marketing period and exposure time of 90 to 365 days, based on the location of the subject property, sales of comparable properties, the opinions of knowledgeable broker's in this area, and assuming reasonable and proper marketing of the subject. This would include competent and professional marketing, and no significant or abrupt changes to the national or local economy.

PROPERTY DESCRIPTION

Identification of Subject Property and Legal Description:

The property appraised is the real property at 108 W. Jasper Dr., Killeen, TX 76542.

Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX

History of the Subject Property:

According to county records, the subject property has been under the ownership of *Killeen Independent School District* for more than 3 years prior to the effective date of this appraisal. The subject property is improved with a vacant/former public school with several buildings and related improvements. It was built in 1966, with additions in 1976, 1988, and 2011. Improvement and land details will be provided later in this report. This report is needed by the client to make financial decisions regarding the subject property. No current listings, options, or agreements of sale of the subject property were discovered or observed over the course of this appraisal.

Property Taxes and Assessments:

Under Property ID#59559, the subject property is currently tax-exempt; the land is valued at $1,941,515 and the improvements are valued at $1,793,201. The CAD map and record can be seen in the addenda.

Zoning:

According to the City of Killeen, the subject property is zoned R-1 Single-Family Residential. See the Zoning Map in the addenda of this report.

Date of Market Value and Date of Site Visit:

The market value estimate is made based upon knowledge and data available on November 20, 2024. The subject property was physically-viewed on November 20, 2024.

Property Rights Appraised/Objectives of the Appraisal/Use of the Appraisal:

The subject property rights appraised are those constituting the fee-simple estate; To estimate the Market Value of the subject property as-is, in unencumbered fee-simple title of ownership. This appraisal report serves to communicate the analyses and conclusions which led to the market value estimate. The intended use of this appraisal is to establish a market value of the real estate in order for our client to make financial decisions regarding the subject property.

Description of the Land:

The subject property is of level to gently-sloping topography, and is generally-rectangular in shape. According to the survey, the subject property covers a total of approximately 5.927 acres or 258,180 square feet. There are some mature oak trees on the subject property.

The subject property is located in Census Tract 231.03. The subject property is served with public water, sewer, natural gas, and electricity. The subject property is located above the 100-year flood plain in Zone X according to the Flood Map which can be seen in the addenda of this report. Zone X is defined as outside the 0.2% annual chance floodplain; this does not imply that the subject property and/or its improvements will be free from flooding or flood damage; this flood statement shall not create liability on the part of this appraiser or company.

The subject property is located along four roadways/corners: Jasper Dr., Florence Rd., Daisy Dr., and Marigold Dr. Jasper Dr. is a 4-lane (2 lanes each way), asphalt-paved, two-way, publicly-maintained roadway with concrete curbing, gutter, sidewalks, and street lights. Florence Rd. is a 3-lane (1 lane each way plus a turn lane), asphalt-paved, two-way, publicly-maintained roadway with concrete curbing, gutter, sidewalks, and street lights. Daisy Dr. is a 2-lane (1 lane each way), asphalt-paved, two-way, publicly-maintained roadway with concrete curbing, gutter, and street lights. Marigold Dr. is a 2-lane (1 lane each way), asphalt-paved, two-way, publicly-maintained roadway with concrete curbing, gutter, sidewalks, and street lights. There is a traffic signal at Jasper Dr. and Florence Rd. and the IH-14 frontage road.

A new survey, title commitment/policy, environmental survey, or site evaluation report would be required in order to know more about the subject property such as existing easements, encroachments, overall exact land size, availability and location of utilities, environmental conditions (above and below ground level), deed restrictions, drainage conditions, flood conditions, liens, soil conditions, roofing conditions, HVAC conditions, asbestos conditions, lead-based paint conditions, mold and/or fungus conditions, structural conditions, and other site features and conditions. Unless mentioned specifically, the final value estimate is predicated on the assumption that there is no such condition on, near, or within the property, or within such proximity thereto that it would cause a loss of value. Your appraiser is not a property inspector or surveyor, therefore no responsibility is assumed for any such conditions, or for expertise including engineering knowledge required to discover them. Unless mentioned specifically, this appraisal assume's that any easements or encroachments on the subject property are non-adverse.

Description of the Improvements:

The subject property is improved with an elementary school building, and other related buildings and improvements. It was built in 1966, with additions in 1976, and 1988, and 55,679 square feet of net leaseable area in the main school building; The subject property is also improved with a Physical Education building (built in 2011) which has approximately 3,897 square feet of net leaseable area.

The subject property is also improved with paved-asphalt parking lots and driveways, concrete flatwork and sidewalks, chainlink fencing, an irrigation system, light poles, an outdoor basketball court (concrete), basketball goals.

Overall, the buildings/improvements are antiquated, and likely in need of renovations and/or repairs that are cost-prohibitive. It is the opinion of your appraiser that they are at the end of their useful/economic life; and more importantly, that a future school or church use would not serve the highest and best use of the property. Their demolition and removal is recommended, however it is unknown as to how much that would cost. It would require a professional demolition inspection and bid, which your appraiser cannot perform. However, the client provided a rough estimate that was received from a general contractor, which will be used in this appraisal.

Based on the subject property's location, the subject has significant potential and marketability as a redevelopment project, likely mixed use such as commercial, office, retail, multi-family, and/or single-family, assuming it could get a change it zoning for such uses which should be relatively easy with an acceptable site plan.

For the purpose of this appraisal, the subject's improvements will not be given an estimate of contributory value (see the Highest and Best Use analysis).

The subject buildings are not being used as intended, nor to their full potential, likely due to their age and condition. The subject's location and size lends itself to a significant potential for redevelopment with a variety of uses.

It is the opinion of your appraiser that the subject's improvements appear to be an under-improvement for the site. The subject tract's location and size could be further taken advantage of and utilized with more profitable uses/improvements.

Hypothetical Conditions and Extraordinary Assumptions:

This appraisal will be made under the following hypothetical conditions and extraordinary assumptions:

Unless mentioned specifically, this appraisal will be made assuming that the title is clear, and that there are no adverse easements (including utility, sewer, and passage), encroachments, environmental conditions (above or below ground), underground pipelines, hazardous waste, lead-based paint conditions, deed restrictions, drainage issues, flood conditions, soil conditions, liens, back taxes, existing lease agreements, life estates, fencing conditions, asbestos conditions, mold conditions, fungus conditions, HVAC conditions, roofing conditions, well conditions, sewer or septic conditions, structural conditions, and other adverse site features and conditions on the subject property. This appraisal assumes there are no adverse conditions on or at the subject property, or any adverse issues with the subject property.

It will be assumed that there are no issues involving unrecorded or unplatted agreements for easements, utilities, encroachments, proposed right-of-ways, access on or to the subject property, life estates, or multiple ownership interests. Franchise/business fees, costs, business value, ground leases, going-concern value, sub-surface/mineral rights, condominium ownership, and individual percentages of ownership are not included, nor evaluated in this appraisal. Non-fixtures & personal property will not be given an estimate of value in this appraisal.

Your appraiser is not a property inspector, nor construction specialist, therefore he always recommends getting a full inspection and construction estimate to know more about the condition of the subject property, and any possible need for repairs, and what the cost might be for those repairs. Unless mentioned specifically, this appraisal will assume that there are no items needing repaired or replaced. All parties involved should inquire about the building and property conditions, and needs and costs, and take those into consideration.

Any and all subject property data and comparable property data provided by the owner, our client, agents, tenants, property managers, appraiser colleagues, comparable databases, public maps, and other sources, are assumed to be accurate, confirmed, and up to date; your appraiser is not an expert in all of the areas related to the subject and comparable properties; some data cannot be verified; some findings are communicated by your appraiser, but may or may not be the findings or opinion of your appraiser. This appraisal is based on the assumption that any income and expense information provided by the property manager, agent, and owner are correct.

Your appraiser assumes that the comparable information is correct, and this appraisal is based on the extraordinary assumption that all of the information provided to your appraiser and discovered online is accurate. Comparable photographs were, in some cases, acquired from comparable drive-by's, and/or the corresponding MLS or other online databases, and confirmed with the corresponding appraisal district and Google Maps Street View. Should any information become available that is contradictory to this assumption, your appraiser reserves the right to revisit and/or amend this appraisal, if necessary.

Your appraiser's conclusion of market value is based upon the assumption that there are no hidden or unapparent conditions on the subject property that might impact its buildability, usability, current use, or proposed use. Your appraiser recommends due diligence be conducted through the local building department or municipality to investigate further buildability, feasibility, and whether or not the subject property is suitable for the current use and other proposed uses. Your appraiser makes no representations, guarantees, or warranties.

It is assumed that there is nothing that would prevent the subject from being stand-alone economic entity. It is recommended prior to any purchase or development that all interested parties confirm any of their intended proposed uses with the city in order to determine if such use or uses will be legal and permissible. Your appraiser was not made aware of any proposed use, makes no guarantee, and takes on no liability for any potential or proposed use. The subject is assumed to have legal, developable, and permissible use. The redevelopment and use of the subject property with proposed commercial and residential improvements are assumed to be legal and permissible, and that a corresponding zoning change has been granted or could be granted for such uses relatively easily with an acceptable site plan.

Any and all services or businesses in operation, or to be in operation, on the subject property are assumed to be doing so legally, and in compliance with any and all local, state, and federal guidelines. This appraisal assumes that there are no tenants or landlords in violation of their respective leases. This appraisal is not to be used, and was not requested for use, for any divorce or IRS related matter.

The buildings, related improvements, non-fixtures, and personal property will not be given an estimate of value in this appraisal; those improvements do not appear to support the highest and best use of the subject property; your appraiser is not an expert at estimating the cost for demolishing and removing those items, therefore your appraiser will use the general contractor's estimate which was provided by the client; actual cost for demolition and removal of any improvements should be considered by all parties involved.

These conditions and assumptions, or lack thereof, might have affected the assignment results.

HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use which is physically possible, appropriately supported, financially feasible, and that results in the highest value. It is the most profitable likely use to which a property can be used. The opinion of such use may be based upon the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand, in the reasonably near future.

As implied in its definition, the highest and best use of a property must be:

1. Legally permissible;
2. Physically possible;
3. A use for which there is a demand in the area;
4. Financially feasible;
5. Reasonably probable and not speculative nor conjectural;
6. Profitable;
7. Deliver to the land the highest net return for the longest period of time, or be maximally productive.

This is an established and active neighborhood primarily consisting of various commercial and residential properties; there are several well-established subdivisions in this neighborhood as well. The subject is located in an area with a high-occupancy rate among all of the types of properties.

This neighborhood has good appeal to the marketplace. The subject property is located in an area with good visibility, access, and traffic flow. The subject is located along 4 roadways, including Jasper Dr. and Florence Rd., both of which are heavily-trafficked roadways through Killeen; these are considered Collector roadways; this portion of Florence Rd. had a traffic count of 4,570 vehicles per day in 2020; this portion of Jasper Dr. had a traffic count of 8,267 vehicles per day in 2023, both according to TXDOT.

There are several established large residential neighborhoods around the subject property, and throughout the overall subject neighborhood. Being located in close proximity to Fort Cavazos, IH-14, other arterial roadways, major restaurants, hotels, major retailers, shopping centers, schools, churches, large residential neighborhoods, offices, city parks, and the Killeen Airport are positive attributes for properties of this nature.

The subject property is a 4-corner lot (an entire block) located across the street from commercial properties on three sides and a residential neighborhood on one side; there is also a busy traffic-signalled intersection here at Florence Rd./Jasper Dr./IH-14;, all of which add to the visibility and marketability factors. The subject is considered to be well-located within the city of Killeen. The subject has good visibility, marketability, and commercial/residential appeal. The neighborhood consists of various commercial, multi-family, and single-family properties. There are commercial and residential properties around the subject property.

The subject is considered to be in a good commercial/residential location with a desirable and marketable redevelopment potential. The surrounding residential neighborhoods (as well as those further out), businesses, Killeen, and Fort Cavazos provide support to businesses in this area/neighborhood, and generate traffic to this location. There are several major commercial properties near and around the subject property, and throughout the overall subject neighborhood.

The current improvements and use are no longer considered to support the highest and best use, for the following reasons:

-The good location provides the subject with marketability, visibility, and wide range of potential.

-Other uses are more conforming and would produce greater net operating income, thus indicating that the highest and best use is for the buildings to be removed, leaving the subject as a vacant land tract ready for development. This implies that the current use and improvements are not serving the highest and best use of the subject because they are not delivering to the land the highest net return for the longest period of time, or maximally productive.

Continued on the next page.

Highest and Best Use continued:

-It is the opinion of your appraiser that the subject's improvements appear to be an under-improvement for the site. The subject tract's location and size could be further taken advantage of and utilized with more profitable structures/uses. The age and antiquated design of the buildings also support redevelopment.

-There is no current rental data or reported cash-flow history on the subject property being used by a tenants which is also not supportive of the subject being at its highest and best use for a tract of this size and location; thus not delivering to the land the highest net return for the longest period of time, or being maximally productive. The subject buildings are not being used as intended, nor to their full potential, likely due to their age, condition, and lack of demand. The subject's location and size lends itself to a significant potential for redevelopment with a variety of uses as a redevelopment project, likely mixed use such as commercial, office, retail, multi-family, and/or single-family, assuming it could get a change it zoning for such uses which should be relatively easy with an acceptable site plan.

-We are of the opinion that a developer from the open market would not be interested in the current improvements, and would likely raise all of the current improvements. Commercial investors are very improvement-specific; they build new and to their exact specifications; it is unlikely that they would be interested in converting, using, or investing in the existing improvements. A new potential user would likely want to start from scratch since they typically have or want their own custom improvement design, style, and finish-out that would likely not coincide with the current set-up and finish-out.

-It is also the opinion of your appraiser that there are a very limited number of users for a facility of this nature as-is, whether that be to own it or lease it. Whereas there are many more potential users interested in this property as vacant land.

-A new user of these buildings would likely have to make significant upgrades from the start, which is adverse to the marketability of the buildings. It is the opinion of your appraiser that the highest and best use of the subject property is not to renovate or convert any of the existing buildings.

-It is the opinion of this appraiser that the current improvements are at or near the end of their economic life due to their physical depreciation and likely some functional obsolescence. The buildings have antiquated design, as well as a likely need for updating and/or repairs that are cost-prohibitive.

-There are very few comparable sales in this market of properties with improvements like the subject for which to even evaluate the improvements on an apples to apples basis; in cases where older buildings of this nature have sold, the value was in the land, and the improvements were not given much, if any, contributory value. Of the few school sales out there, they are selling for pennies on the dollar.

-Based upon my research, and discussion with Killeen ISD and Temple ISD, there does not appear to be significant/valuable demand for the current improvements. I do not see a need for more schools or churches in this location at this time, especially of this size, layout, and age. School officials have not seen high demand for their previous surplus buildings. They believe that the sites without the buildings may increase the sales price of those properties.

A new commercial/residential development would meet all of the above criteria based on several factors including the size of the tract, the location of the property, the zoning of the property (assuming an appropriate change in zoning), the rental rates and occupancy of others in the area, the general economic condition of this market, the visibility of the subject property, and the probable future operating performance of the subject. It is also the opinion of your appraiser that this use would deliver to the land the highest net return for the longest period of time, or be maximally productive.

Based on the location of the subject property, the zoning of the subject property (assuming an appropriate change in zoning), the size of the subject property, the nature and layout of the subject property, and the uses of surrounding properties, it is the opinion of your appraiser that the highest and best use of the subject property is Commercial/Residential Mixed-Use Development (Redevelopment).

The highest and best use of the subject property determines the path and scope of the appraisal. Therefore, based on the current highest and best use, this appraisal will estimate the market value of the subject land less the cost for demolition and removal of the improvements.

DEFINITION OF MARKET VALUE

Market Value (Source: The Appraisal of Real Estate, 11th Edition by the Appraisal Institute):

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.

2. Buyer and seller are well informed, well advised, and are acting prudently in what they consider their own best interests.

3. The property is exposed for a reasonable time on the open market.

4. Payment is made in cash in United States dollars, or in terms of financial arrangements comparable thereto.

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

VALUATION PROCESS

Accepted appraisal procedures generally require the utilization of three basic approaches in analyzing and estimating the market value of a piece of property: The Cost, Sales Comparison, and Income Approaches.

Since the highest and best use is for commercial/residential redevelopment, the most applicable and reliable approach for appraising the subject property is the Sales Comparison Approach for land-value.

The subject improvements do not support the highest and best use. Therefore, taking the above reasons into consideration, all "improved" evaluations will not provide an accurate estimate of market value for the fee-simple interest of the subject property as of the effective date of this appraisal, therefore your appraiser has chosen not to include them in this appraisal. The inclusion of approaches based on the subject's improvements would not have added to the credibility of this appraisal, and might have detracted from this process; therefore, your appraiser has chosen not to include them in this appraisal.

The highest and best use determines the scope of the appraisal. Therefore, since the current improvements do not support or coincide with the highest and best use of the subject property, the current improvements will not be given an estimate of value in this appraisal.

The Sales Comparison Approach will be used to estimate the market value of the subject land as a whole. This approach utilizes sales of comparable properties to conclude a value estimate for the subject property. This involves comparing the sales to the subject property, and making the required adjustments for factors that affect the value of the land. This approach is based on the idea that a property's value may be equated with the cost of acquiring an equally desirable substitute/alternative property. Relying upon the principle of substitution, this approach estimates value by a comparison of the subject with comparable properties. Differences between the comparable's and the subject are considered. A value from the Sales Comparison Approach is then concluded from the values indicated by the adjusted price per square foot or price per acre of the comparable properties.

The Cost Approach and Income Approach were not applicable approaches to value in this assignment. The Sales Comparison Approach will be analyzed to determine an estimated market value of the subject land as a whole.

SCOPE OF THE APPRAISAL ASSIGNMENT

The following steps and procedures were completed in processing this appraisal assignment:

1.) Definition of the objective/purpose of the appraisal.

2.) Viewing of the subject neighborhood.

3.) Viewing of the subject property.

4.) Gather economic data which pertains to the subject property, neighborhood, and region.

5.) Determine the highest and best use of the subject property.

6.) Determine the appraisal techniques which are appropriate for the subject property.

7.) Process Sales Comparison Approach for estimate of as-is land market value.

   A.) Select comparable's from data gathered from various multiple listing services, other databases, our files, other appraisers, and other agents.

   B.) Analyze comparable's by comparing them to the subject property; Make appropriate adjustments to the comparable's for factors that affect land value, and use this analysis to estimate the market value of the subject land as a whole based on a price per square foot or price per acre basis.

   C.) Deduct an estimated cost for demolition and removal of the subject improvements.

LAND APPRAISAL REPORT

File No. 120324-SGG
Case No.

IDENTIFICATION

Borrower N/A | Census Tract 0231.03 | Map Reference Killeen
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen | County Bell | State TX | Zip Code 76542
Legal Description Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX
Sale Price $ N/A | Date of Sale N/A | Loan Term N/A yrs. | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $ Tax Exempt (yr) | Loan Charges to be paid by seller $ N/A | Other Sales Concessions N/A
Lender/Client Killeen ISD | Address P.O. Box 967, Killeen, TX 76540
Occupant N/A | Appraiser Steven Grant Gryseels | Instructions to Appraiser Market value of fee-simple interest of the subject property, as-is.

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos,	[X] 3-6 Mos.	[ ] Over 6 Mos.

Present Land Use 65 %1 Family 5 %2-4 Family 5 % Apts ____ % Condo 18 % Commercial 1 %Industrial 5 % Vacant 1 % Educational
Change In Present Land Use [ ] Not Likely [X] Likely(*) [X] Taking Place (*)
(*) From Vacant land To Commercial & Residentia
Predominate Occupancy [X] Owner [ ] Tenant ____ % Vacant
Single Family Price Range $ 50,000 to $ 400,000 Predominant Value $ 175,000
Single Family Age 2 yrs to 78 yrs. Predominant Age 59 yrs

	Good	Avg.	Fair	Poor
Employment Stability	X			
Convenience to Employment	X			
Convenience to Shopping	X			
Convenience to Schools	X			
Adequacy of Public Transportation	X			
Recreational Facilities	X			
Adequacy of Utilities	X			
Property of Compatibility	X			
Protection from Detrimental Conditions	X			
Police and Fire Protection	X			
General Appearance of Properties	X			
Appeal to Market	X			

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located along 4 roads, including Jasper Dr. and Florence Rd., both of which are heavily-trafficked Collector roadways; Florence Rd. had a traffic count of 4,570 vehicles per day in 2020; Jasper Dr. had a traffic count of 8,267 vehicles per day in 2023, according to TXDOT. The subject is across the street from commercial properties on 3 sides and a residential neighborhood on 1 side; there is also a busy traffic-signalled intersection here.

SITE

Dimensions See Survey = 5.927 acres or 258,180 square feet [X] Corner Lot
Zoning Classification Residential-1 | Present Improvements [X] do [ ] do not conform to zoning regulations
Highest and best use [ ] Present use [X] Other (specify) Commercial/Residential Mixed Use Redevelopment

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access [X] Public [ ] Private
Surface Asphalt
Maintenance [X] Public [ ] Private
[ ] Storm Sewer [X] Curb/Gutter
[X] Sidewalk [X] Street Lights

Topo Level to Gently-Sloping
Size 5.927 acres or 258,180 square feet
Shape Rectangular
View Commercial and residential
Drainage Assumed Adequate; Site Evaluation Report/Drainage Plan Required
Is the property located in a HUD identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): Unless mentioned specifically, no apparent adverse easements, encroachments, or environmental conditions were noted during the site viewing or documents studied over the course of this appraisal (Title commitment was not provided; it is recommended that a title search be performed for confirmation).

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

	SUBJECT PROPERTY	COMPARABLE NO.1	+(-)$ Adjustment	COMPARABLE NO.2	+(-)$ Adjustment	COMPARABLE NO.3	+(-)$ Adjustment
Address	108 W. Jasper Dr. Killeen, TX 76542	3900 Robinett Rd. & Elms Rd. Killeen, TX		Swope Dr. and IH-14 Frontage Killeen, TX		2206 Florence Rd. Killeen, TX	
Proximity to Subject		2.60 miles W		0.43 miles N		0.11 miles SE	
Sales Price	$ N/A	$ 335,000		$ 395,000		$ 308,000	
Price / Per SqFt	$ N/A	$ 5.06		$ 4.08		$ 8.84	
Data Source	N/A	MLS#460155, County Records		MLS#5807595, County Records		MLS#4694693, County Records	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 12/15/2022	+1.49	DESCRIPTION 02/22/2022	+1.07	DESCRIPTION 06/01/2022	+3.29
Location	Good	Inferior	+1.27	Good		Inferior	+2.21
Site/View	258,180 SqFt	66,211 SqFt	-1.01	96,921 SqFt	-0.61	34,848 SqFt	-3.54
Zoning	R-1	B-3		B-3		B-5	
Flood Plain	None	None		None		None	
Other	None	None		Adverse Easements	+0.41	None	
Sales or Financing Concessions							
Net Adj.(Total)		[X] Plus [ ] Minus $ 1.75		[X] Plus [ ] Minus $ 0.87		[X] Plus [ ] Minus $ 1.96	
Indicated Value of Subject		Net=35% Gross=75% $ 6.81		Net=21% Gross=51% $ 4.95		Net=22% Gross=102% $ 10.80	

RECONCILIATION

Comments on Market Data Also see Comparable's 4-9 on the next two pages. Each comparable was adjusted for time at 15% per year respectively. Comparable's 1, 3, 6, 7, & 9 required location adjustments between 25% and 35%. All of the Comparable's, except for Comparable 4, were adjusted respectively for size. Zoning adjustments were not warranted since the subject is assumed to have a zoning change.
Comments and Conditions of Appraisal: Comparable 3 was adjusted 10% for adverse easements. These adjustments are based on recent marketing conditions, paired sales analysis, the opinion of your appraiser, and typical sales price concessions in this market.

Final Reconciliation: **Based upon my analysis of the comparable land sales, the subject has an adjusted land market value range from $2.54 per square foot to $10.80 per square foot. The subject property is considered to have a market value of $6.25 per square foot or $1,614,000 (Rounded) less the cost for demolition and removal.**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 20, 2024 to be $ 1,614,000 (Less Demo)

Appraiser(s) Steven Grant Gryseels
Steven Grant Gryseels
Date Report Signed January 15, 2025
State Certification # 1335811-G State TX
Or State License # ____ State ____
Expiration Date of License or Certification 02/28/2026

Review Appraiser (if applicable)
[ ] Did [ ] Did Not Physically Inspect Property
Date Report Signed ____
State Certification # ____ State ____
Or State License # ____ State ____
Expiration Date of License or Certification ____

File No. 120324-SGG
Case No.

Owner Killeen ISD
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	108 W. Jasper Dr. Killeen, TX 76542	1700 S. Fort Hood St. (Hwy 195) Killeen, TX		3706 E. Elms Rd. Killeen, TX		500 W. Stefek Dr. Killeen, TX	
Proximity to Subject		0.66 miles SW		2.75 miles SE		1.47 miles S	
Sales Price	$ N/A		$ 700,000		$ 460,000		$ 217,800
Price Per SqFt	$ N/A		$ 2.23		$ 6.00		$ 4.70
Data Source	N/A	MLS#330656, County Records		MLS#497243, County Records		MLS#343605, County Records	
Date of Sale and	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Time Adjustment	N/A	12/18/2023	+0.31	06/02/2023	+1.31	02/09/2024	+0.56
Location	Good	Good		Good		Inferior	+1.65
Site/View	258,180 SqFt	313,676 SqFt		76,622 SqFt	-1.20	46,304 SqFt	-1.41
Zoning	R-1	B-5		B-5		B-5/AOB	
Flood Plain	None	None		None		None	
Other	None	None		None		None	
Sales or Financing Concessions							
Net Adj.(Total)		[X] Plus [ ] Minus	$ 0.31	[X] Plus [ ] Minus	$ 0.11	[X] Plus [ ] Minus	$ 0.80
Indicated Value of Subject		Net=14% Gross=14%	$ 2.54	Net=2% Gross=42%	$ 6.11	Net=17% Gross=77%	$ 5.50

COMMENTS

Comments on Market Data

File No. 120324-SGG
Case No.

Owner Killeen ISD
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

	SUBJECT PROPERTY	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	108 W. Jasper Dr. Killeen, TX 76542	4401 S. Hwy 195 Killeen, TX		2818 Rosewood Dr. Killeen, TX		4013 E. Stan Schlueter Loop Killeen, TX	
Proximity to Subject		1.59 miles S		3.70 miles SE		2.74 miles SE	
Sales Price	$ N/A		$ 375,000		$ 631,402		$ 650,000
Price Per SqFt	$ N/A		$ 4.17		$ 6.81		$ 7.25
Data Source	N/A	Agent, Grantor, County Records		MLS#395807, County Records		MLS#467991, County Records	
Date of Sale and	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Time Adjustment	N/A	03/30/2023	+1.04	11/04/2022	+2.09	04/14/2023	+1.72
Location	Good	Inferior	+1.04	Good		Superior	-1.81
Site/View	258,180 SqFt	89,908 SqFt	-0.63	92,783 SqFt	-1.02	89,603 SqFt	-1.09
Zoning	R-1	B-5		B-3		M-1	
Flood Plain	None	None		None		None	
Other	None	None		None		None	
Sales or Financing Concessions							
Net Adj.(Total)		[X] Plus [ ] Minus	$ 1.45	[X] Plus [ ] Minus	$ 1.07	[ ] Plus [X] Minus	$ -1.18
Indicated Value of Subject		Net=35% Gross=65%	$ 5.62	Net=16% Gross=46%	$ 7.88	Net=-16% Gross=64%	$ 6.07

COMMENTS

Comments on Market Data The sales comparable's were acquired from our appraisal files, agents, and various multiple listing services. They were also confirmed with county records and local agents. The agents and appraisers provided detailed and unbiased information, and they were all considered to be reliable and trustworthy sources for comparable information.

The comparable sales used in this analysis represent the best available from the open market, and will be used to determine the subject's market value in this approach. While some of the comparable's are more ideal than others, your appraiser believes that they represent a sufficient sample of market data to indicate a sound, market-based conclusion for the subject property.

Other less similar sales comparable's also supported the figures used in this approach. The following are additional sales worth mentioning for observational purposes that further support this appraisal, however they were not used for various reasons such as they required too many extensive and significant adjustments, and/or lacked enough similarity to the subject:

2718 Rosewood Dr. in Killeen, according to a sales database is under contract for $6.00/SF; it has 4.49 acres or 195,467 square feet; zoned B-3.

These sales are mentioned here to show recent demand for properties in or near the subject market. These additional sales were considered less comparable and less similar to the subject than those used in this appraisal, therefore these were not given weight in the overall analysis and estimate of market value, but were included for observational purposes and additional support from other local sales.

Land Analysis Results:

Based upon our analysis of the comparable land sales, the subject property is considered to have a land market value of $6.25 per square foot or $1,614,000 (As-Vacant Land, Fee-Simple, Rounded)*Less the cost of demolition/removal of the existing buildings.

Demolition & Removal:

A deduction for the cost for demolition and removal of the improvements should be considered; Demolition, abatement, and removal of the buildings is estimated at approximately $811,000 based on the estimates provided to KISD; your appraiser is not an expert at determining demolition/removal costs.

$1,614,000 Estimated Land Value

- $ 811,000 Demolition and removal of improvements

$ 803,000

RECONCILIATION AND FINAL ESTIMATE OF MARKET VALUE

Conclusion:

Based upon my knowledge of the subject marketplace, and after consideration of the data, discussion, and analysis contained within this report (and/or within the appraiser's subject work-file), and subject to the hypothetical conditions, extraordinary assumptions, and other assumptions and limiting conditions, it is concluded that the market value of the subject property, with an estimated marketing period and exposure time of 90 to 365 days, as of November 20, 2024, is:

$803,000 (Eight Hundred and Three Thousand Dollars)*
As-Is, Fee-Simple

***This estimated value is broken down via the following estimates:**

258,180 square feet x $6.25/square foot = $1,614,000 (Land Value, Rounded)

-$811,000 Demolition/removal of improvements

$803,000

***Demolition and removal of the buildings is estimated at approximately $811,000 based on the estimates provided to KISD; your appraiser is not an expert at determining demolition/removal costs.**

It has been a pleasure to assist you. Please do not hesitate to contact us if we can be of additional service to you.

Schools sales data for observational purposes (Former/closed schools that sold with/for their improvements):

Sale Number	Address	Date of Sale	Acres	NLA	Sales Price	Price Per SF NLA
1.	1020-1100 Trimmier Rd., Killeen	01/14/2021	6.656 Ac.	47,268 SF	$250,000	$5.29
2.	701 Whitlow & 709 W. Dean, Killeen	01/05/2022	16.08 Ac.	142,966 SF	$500,000	$3.50
3.	1100 S. 33rd St., Temple	05/31/2024	2.259 Ac.	26,541 SF	$600,000	$22.61
4.	405 S. 2nd St., Killeen	09/28/2023	1.038 Ac.	10,093 SF	$250,000	$24.77
5.	510 E. Avenue J, Temple	06/16/2017	2.69 Ac.	36,649 SF	$275,000	$7.50
6.	900 Newton St., West Orange	06/30/2023	8.18 Ac.	56,522 SF	$378,000	$6.69
7.	2415 Cumberland Ave., Waco	04/17/2014	6.057 Ac.	86,199 SF	$451,000	$5.23
8.	401 W. Byrd Blvd., Universal City	04/13/2018	4.86 Ac.	33,070 SF	$400,000	$12.10
9.	216 E. College St., Seguin	06/01/2022	4.00 Ac.	36,155 SF	$751,000	$20.77
10.	225 N. Saunders Ave., Seguin	02/05/2021	2.19 Ac.	15,409 SF	$300,001	$19.47
11.	615 N. Kaufman St., Seagoville	11/02/2021	4.66 Ac.	15,000 SF	$550,000	$36.67

Borrower N/A
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

Front View 1

Front View 2

Front View 3

Front View 4

Front View 5

Front View 6

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Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
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Marigold Dr. facing west

Florence Rd. facing north

Daisy Dr. facing south

Jasper Dr. facing west

Jasper Dr. facing east

Daisy Dr. facing north

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PE Building

Front View 7

Front View 8

Front View 9

Front View 10

Interior View

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Parking lot view

Interior view

Interior View

Parking lot view

Stage

Cafeteria

Borrower N/A
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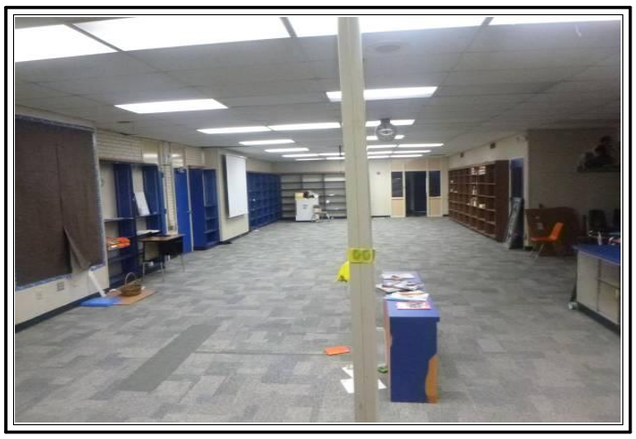


Library

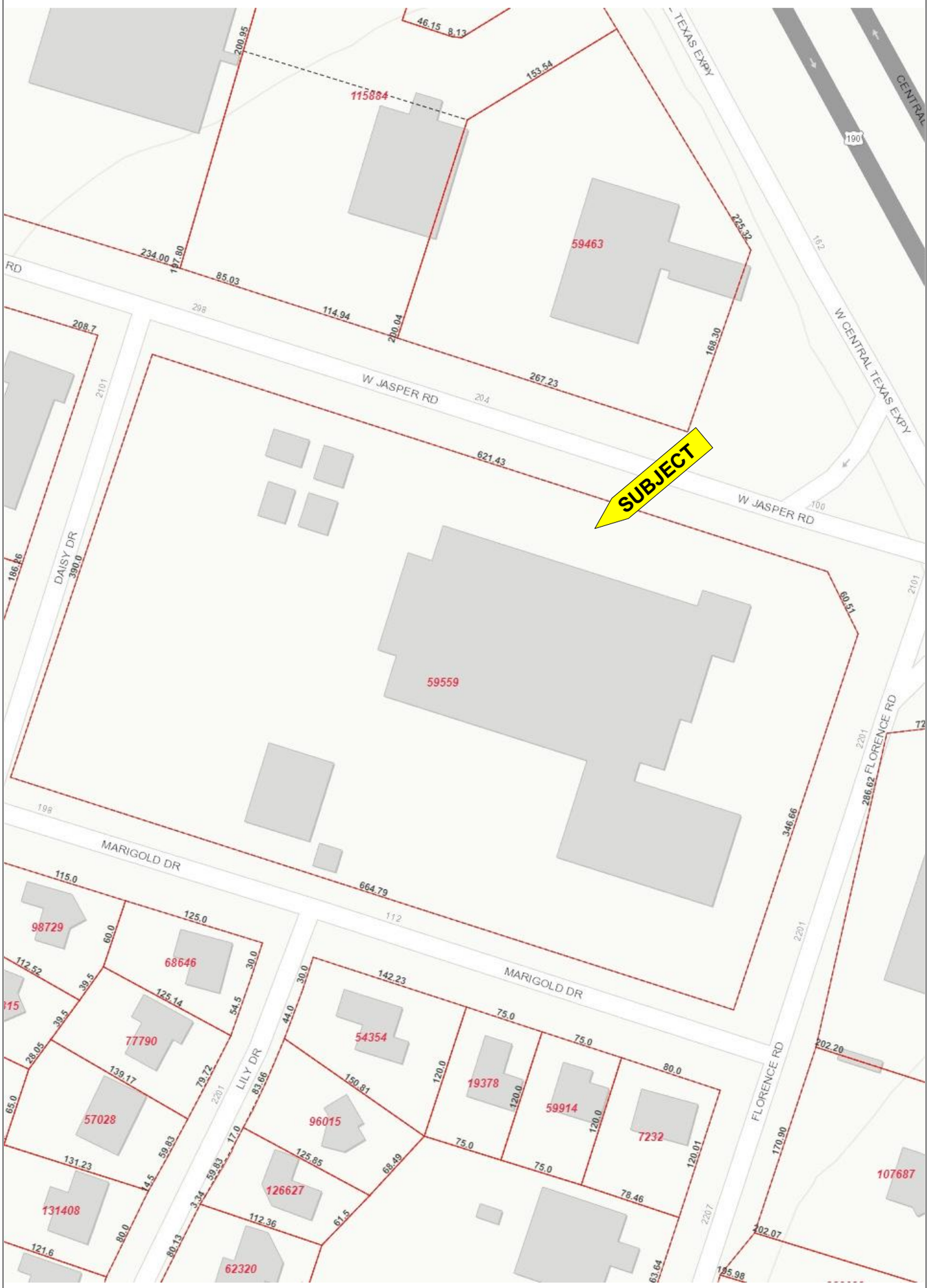
Hallway

Classroom

Office

Classroom

Kitchen


SUBJECT
W JASPER RD
MARIGOLD DR
DAISY DR
LILY DR
FLORENCE RD
W CENTRAL TEXAS EXPY
CENTRAL TEXAS EXPY
190
115884
59463
59559
98729
68646
77790
57028
131408
62320
54354
96015
126627
19378
59914
7232
107687
621.43
664.79
346.66
267.23
234.00
225.32
168.30
153.54
114.94
85.03
60.51
286.62
202.20
170.90
142.23
139.17
131.23
125.85
112.36
83.66
79.72
59.83
46.15
8.13

SUBJECT
59463
59559
126627
131408

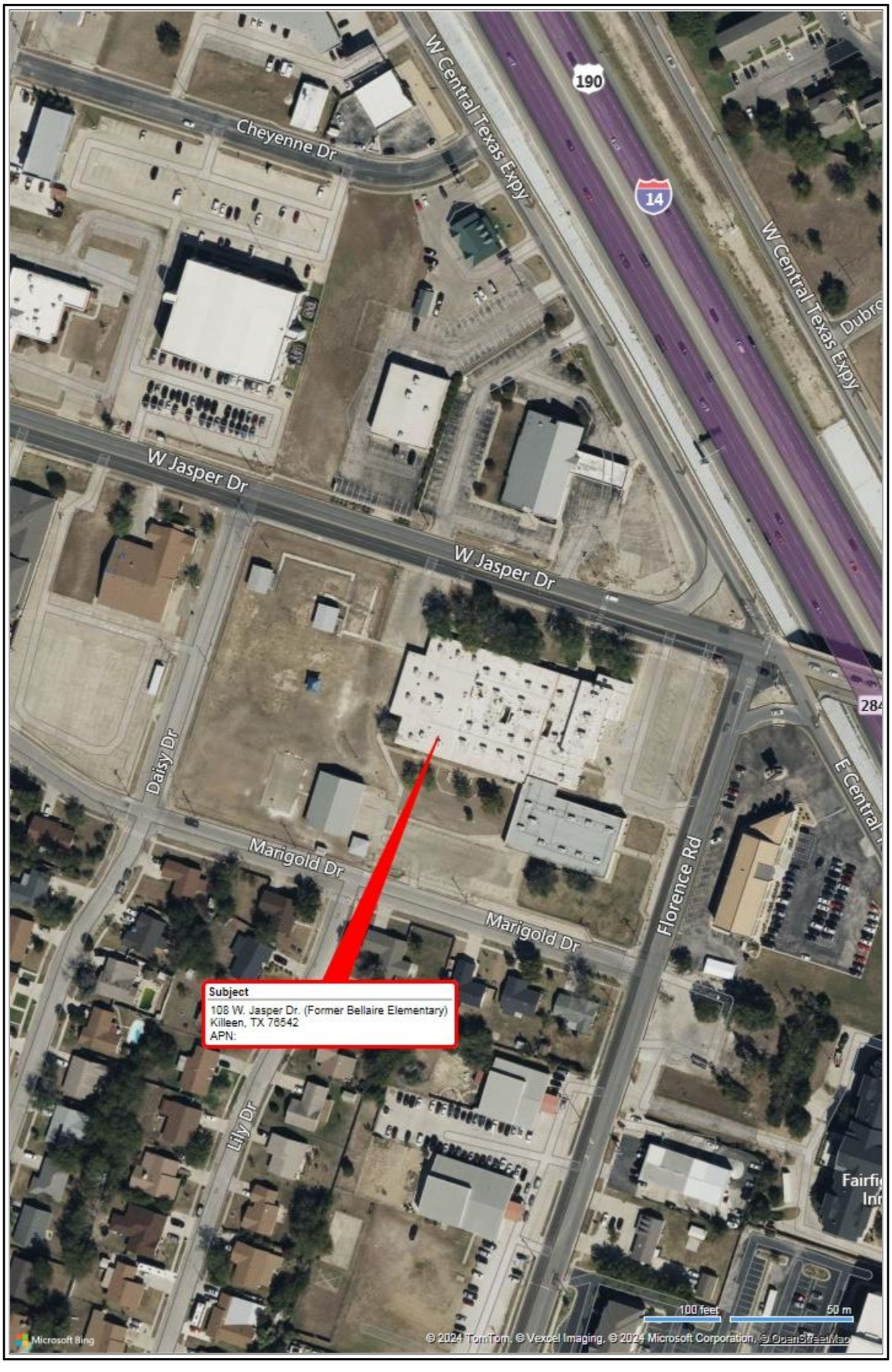
8267 (23)
SUBJECT
4570 (20)

Hal Dunn & Associates

LOCATION MAP ADDENDUM

File No. 120324-SGG
Case No.

Borrower	N/A						
Property Address	108 W. Jasper Dr. (Former Bellaire Elementary)						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen ISD			Address	P.O. Box 967, Killeen, TX 76540		



Hal Dunn & Associates

LOCATION MAP ADDENDUM

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Lender/Client	Killeen ISD			Address	P.O. Box 967, Killeen, TX 76540		

Hal Dunn & Associates

LOCATION MAP ADDENDUM

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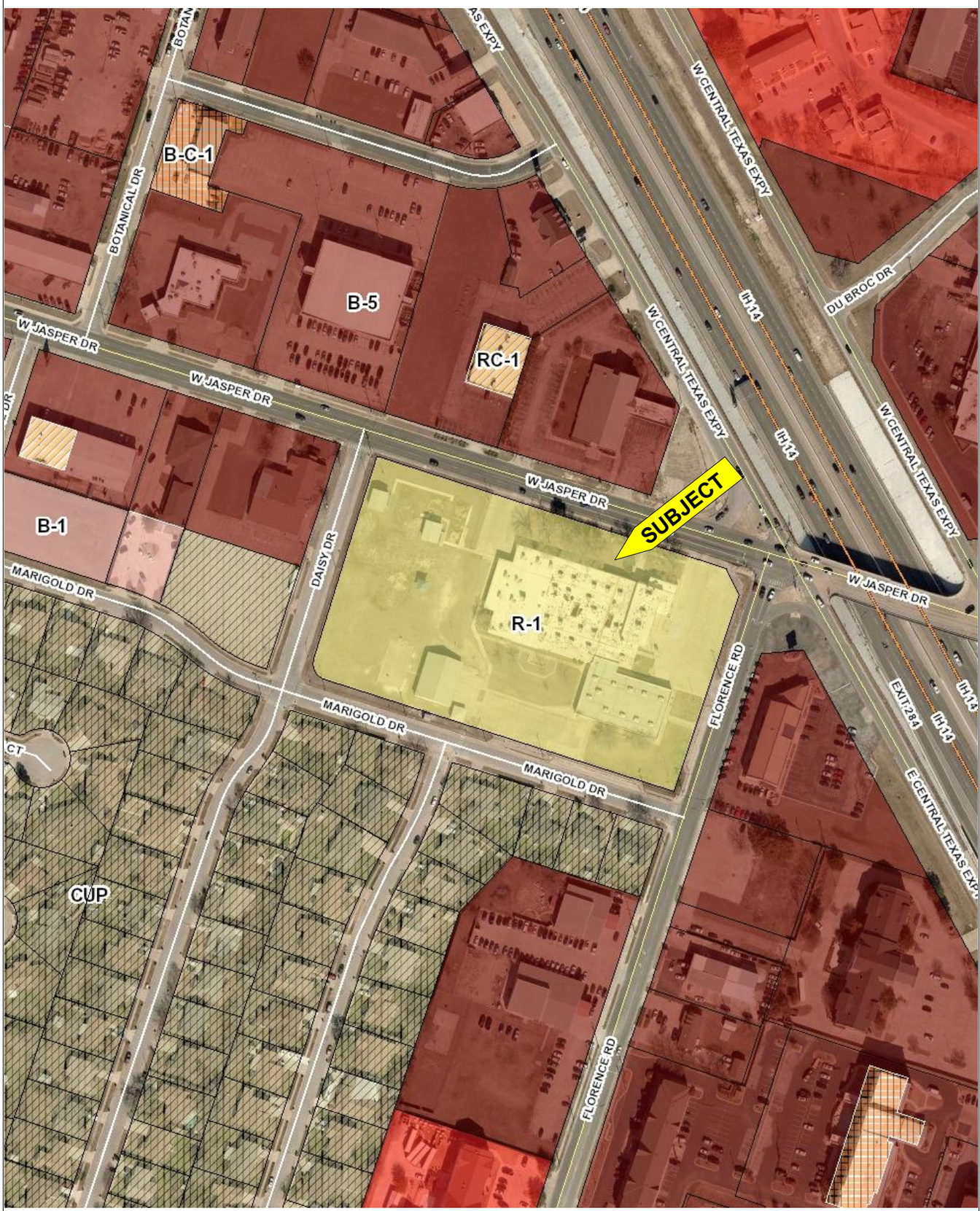

B-C-1
B-5
RC-1
B-1
R-1
CUP
SUBJECT
BOTANICAL DR
W JASPER DR
DAISY DR
MARIGOLD DR
FLORENCE RD
W CENTRAL TEXAS EXPY
IH-14
DU BROC DR
EXIT 284
E CENTRAL TEXAS EXPY

U.S. Hwy. 190
Central Texas Expressway
(R.O.W. Varies)
Cherokee Commercial Subdivision
4
JASPER DRIVE
(60' R.O.W.)
S 71°37'57"E 621.43'
10' U.E.
SUBJECT
S 25°24'59"E 60.31'
City R.O.W.
DAISY DRIVE (60' R.O.W.)
N 19°08'05"E 390.8'
10' U.E.
1
S 19°00'00"W 346.66'
10' U.E.
N 71°36'40"W 664.79'
MARIGOLD DRIVE (60' R.O.W.)
Church
Heights
Century Development
Harold & Rachael Smith
Marion E. Hallmark, S
Tommie Diggers
FLORENCE ROAD
(60' R.O.W.)
LILY DRIVE
(50' R.O.W.)
Bellaire Heights
Bellaire Heights
Bellaire Heights

KNOW ALL MEN BY THESE PRESENTS, that the KILLEEN INDEPENDENT SCHOOL DISTRICT, whose address is P.O. Box 967, Killeen, Texas, being the sole owners of that certain 5.927 acre tract out of the Nathan Hallbart Survey, Abstract No. 388, which is more fully described in the Dedication of BELLAIRE ELEMENTARY SCHOOL ADDITION, as shown by the plat hereof, attached hereto, and made a part hereon, and approved by the City Council of the City of Killeen, Bell County, Texas, and the KILLEEN INDEPENDENT SCHOOL DISTRICT does hereby adopt said BELLAIRE ELEMENTARY SCHOOL ADDITION, as an Addition to the City of Killeen, Bell County, Texas, and hereby dedicates to said City all streets, avenues, roads, drives and alleys shown on said plat, the same to be used as public thoroughfares and for the installation and maintenance of public utilities when and as authorized by the City of Killeen. The utility easements shown on said plat are dedicated to said City for the installation and maintenance of any and all public utilities, which the City may install or permit to be installed or maintained.

KAY YOUNG, PRESIDENT
BOARD OF TRUSTEES

DR. WENDELL KEARNEY, SECRETARY
BOARD OF TRUSTEES

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kay Young and Dr. Wendell Kearney, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of said KILLEEN INDEPENDENT SCHOOL DISTRICT, and that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF November, 19 87.

NOTARY PUBLIC FOR STATE OF TEXAS

APPROVED this the 9th day of November, 19 87, by the Planning Commission of the City of Killeen, Bell County, Texas.

CHAIRMAN, PLANNING COMMISSION

SECRETARY, PLANNING COMMISSION

APPROVED this the 24th day of November, 19 87, by the City Council of the City of Killeen, Bell County, Texas.

MAYOR, CITY OF KILLEEN

ATTEST: CITY SECRETARY

FILED FOR RECORD this 17th day of Dec, 19 87, In Cabinet B, Slide 169, Plat Records of Bell County, Texas.

KNOW ALL MEN BY THESE PRESENTS,

That I, Gale E. Mitchell, Registered Public Surveyor, do hereby certify that I did prepare this plat from an actual and accurate survey of the land, that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of the City of Killeen, Texas, and this subdivision is within the City Limits of Killeen, Texas.

Gale E. Mitchell
Registered Public Surveyor
No. 1683

FINAL PLAT

BELLAIRE ELEMENTARY SCHOOL ADDITION

KILLEEN, BELL COUNTY, TEXAS

REVISIONS	
No.	Date

1 Lot
5.927 Acres

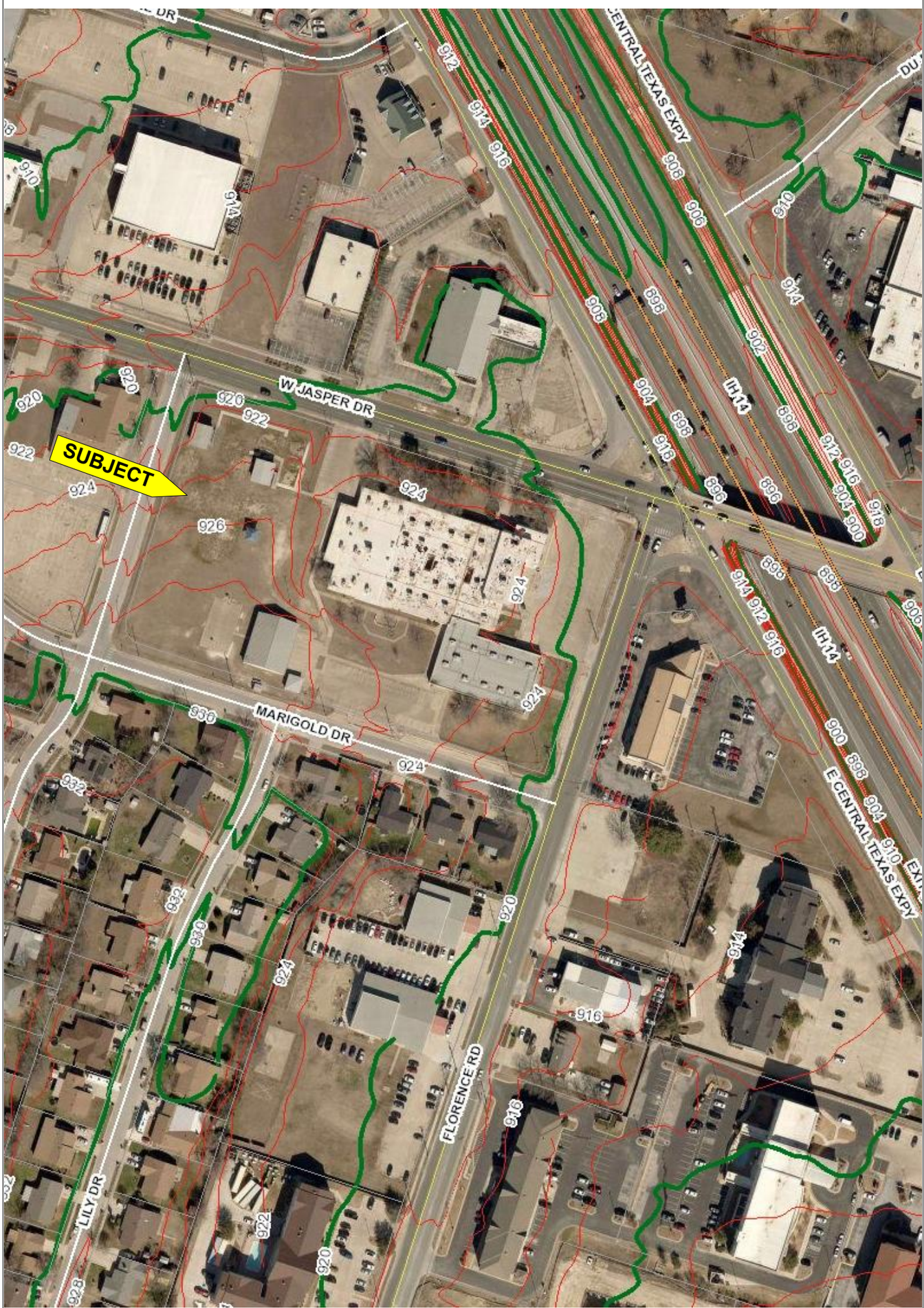
MITCHELL & ASSOCIATES, INC.
Killeen ENGINEERING & SURVEYING Temple

DEVELOPER: K.I.S.D

DATE:	SCALE:	DRAWN BY:	REF. NO.	DWG. NO.
Sept '87	1" = 100'	TS		3548-D

Decommissioned Facility Demolition Cost Estimates			
	Old Clifton Park	Sugar Loaf	Bellaire
Demolition Budget	**$ 642,771.06**	**$ 718,884.76**	**$ 639,860.74**
Contingency (15%)	$ 96,415.66	$ 107,832.71	$ 95,979.11
Subtotal	**$ 739,186.72**	**$ 826,717.48**	**$ 736,839.85**
Abatement Budget	$ 200,000.00	$ 200,000.00	$ 200,000.00
Total	**$ 939,186.72**	**$ 1,026,717.48**	**$ 935,839.85**

Decommissioned Facility Demolition Cost Estimates			
	Old Clifton Park	Sugar Loaf	Bellaire
Demolition Budget	**$ 642,771.06**	**$ 718,884.76**	**$ 639,860.74**
Contingency (15%)	$ 96,415.66	$ 107,832.71	$ 95,979.11
Subtotal	**$ 739,186.72**	**$ 826,717.48**	**$ 735,839.85**
Abatement Budget	$ 75,000.00	$ 75,000.00	$ 75,000.00
Total	**$ 814,186.72**	**$ 901,717.48**	**$ 810,839.85**

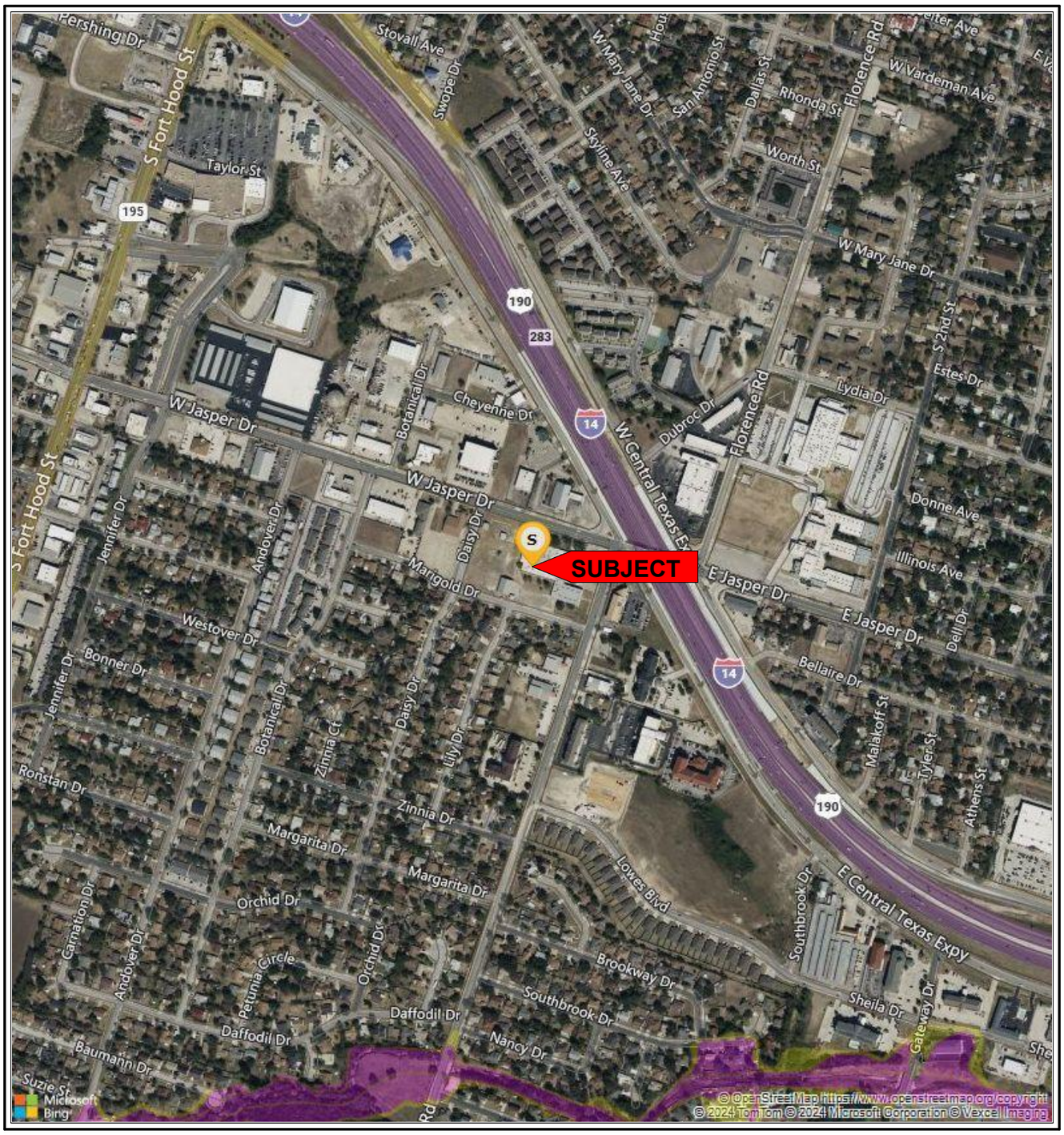

SUBJECT
W JASPER DR
MARIGOLD DR
FLORENCE RD
LILY DR
IH-14
E CENTRAL TEXAS EXPY

Hal Dunn & Associates

FLOOD MAP ADDENDUM

File No. 120324-SGG
Case No.

Owner Killeen ISD
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540



Flood Map Legends

Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards
- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

Flood Zone Determination

In Special Flood Hazard Area (Flood Zone): Out
Within 250 ft. of multiple flood zones? Not within 250 feet
Community: 480031
Community Name: KILLEEN, CITY OF
Map Number: 48027C0280E
Zone: X Panel: 0280E Panel Date: 09/26/2008
FIPS Code: 48027 Census Tract: 0231.03

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

CHEROKEE COMMERCIAL REPLAT
W CENTRAL TEXAS EXPY
IH 14
DU BROC D
ASPER DR
W JASPER DR
W JAS
DAISY DR
SUBJECT
BELLAIRE ELEMENTARY SCHOOL
FLORENCE RD
MARIGOLD DR
MARIGOLD DR
FLORENCE ADDITION
BELLAIRE HEIGHTS REPLAT 1
GARCIA ADDITION
MBH ADDITION
MARRIOTT
BELLAIRE HEIGHTS
FLORENCE RD

115884
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SUBJECT
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59914
7232
6281
57028
96015
107687
24
126627
131408
62320
238022
48265

Property ID: 59559 For Year

View Map | Print

2024

Property Details

Account		
Property ID:	59559	**Geographic ID:** 0146350000
Type:	R	**Zoning:**
Location		
Situs Address:	108 W JASPER DR KILLEEN, TX 76542	
Map ID:	29A10 GK7	**Mapsco:**
Legal Description:	BELLAIRE ELEMENTARY SCHOOL, BLOCK 001, LOT 0001, ACRES 5.927	
Owner		
Owner ID:	40680	
Name:	KILLEEN IND SCHOOL DISTRICT	
Agent:		
Mailing Address:	PO BOX 967 KILLEEN, TX 76540-0967	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$1,793,201 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$1,941,515 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$3,734,716 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$3,734,716 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$3,734,716
Ag Use Value:	$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

ATTENTION

Indicated amount may not reflect all delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

****WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED ****

Property Taxing Jurisdiction

Back to Top

Owner: KILLEEN IND SCHOOL DISTRICT

Entity	Description	Market Value	Taxable Value
CAD	TAX APPRAISAL DISTRICT, BELL COUNTY	$3,734,716	$0
CB	BELL COUNTY	$3,734,716	$0
JCTC	CENTRAL TEXAS COLLEGE	$3,734,716	$0
RRD	BELL COUNTY ROAD	$3,734,716	$0
SKIL	KILLEEN ISD	$3,734,716	$0
TKI	CITY OF KILLEEN	$3,734,716	$0
WCLW	CLEARWATER U.W.C.D.	$3,734,716	$0
WWC6	BELL COUNTY WCID #6	$3,734,716	$0

Property Improvement - Building

Back to Top

Type: COMMERCIAL **Living Area:** 56197.0 sqft **Value:** $1,793,201

Type	Description	Class CD	Year Built	SQFT
SCH	SCHOOL	SCHE	0	56197
ASPH	ASPHALT PAVING	*	0	8000
OP.	OPEN PORCH	*	0	150
OP.	OPEN PORCH	*	0	150
STGC	AVG QUAL STORAGE	*	0	400

Property Land

Back to Top

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
MAJORCORNR	CORNER LOT PRIMARY INTERSECTION	5.93	258,180.12	0.00	0.00	$1,941,515	$0

Property Roll Value History

Back to Top

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	$1,793,201	$1,941,515	$0	$3,734,716	$0	$3,734,716
2023	$1,537,749	$1,941,515	$0	$3,479,264	$0	$3,479,264
2022	$1,348,070	$1,941,515	$0	$3,289,585	$0	$3,289,585
2021	$1,305,948	$1,941,515	$0	$3,247,463	$0	$3,247,463
2020	$1,406,304	$1,941,515	$0	$3,347,819	$0	$3,347,819
2019	$1,506,658	$1,941,515	$0	$3,448,173	$0	$3,448,173
2018	$1,460,922	$1,941,515	$0	$3,402,437	$0	$3,402,437
2017	$1,552,155	$1,941,515	$0	$3,493,670	$0	$3,493,670
2016	$1,612,976	$59,270	$0	$1,672,246	$0	$1,672,246

Property Deed History

Back to Top

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/17/1987	4	SUBDIVISION			02363	00562	

FFIEC

2024 FFIEC Geocode Census Report

Address: 108 W Jasper Dr, Killeen, Texas, 76542
MSA: 28660 - KILLEEN-TEMPLE, TX
State: 48 - TEXAS
County: 027 - BELL COUNTY
Tract Code: 0231.03

Summary Census Demographic Information

Tract Income Level	Moderate
Underserved or Distressed Tract	No
2024 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	$75,800
2024 Estimated Tract Median Family Income	$48,626
2020 Tract Median Family Income	$42,619
Tract Median Family Income %	64.15
Tract Population	4450
Tract Minority %	74.49
Tract Minority Population	3315
Owner-Occupied Units	607
1- to 4- Family Units	1644

Census Income Information

Tract Income Level	Moderate
2020 MSA/MD/statewide non-MSA/MD Median Family Income	$66,430
2024 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	$75,800
% below Poverty Line	27.64
Tract Median Family Income %	64.15
2020 Tract Median Family Income	$42,619
2024 Estimated Tract Median Family Income	$48,626
2020 Tract Median Household Income	$36,013

Census Population Information

Tract Population	4450
Tract Minority %	74.49
Number of Families	1170
Number of Households	1828
Non-Hispanic White Population	1135
Tract Minority Population	3315
American Indian Population	19
Asian/Hawaiian/Pacific Islander Population	306
Black Population	1589
Hispanic Population	1054
Other/Two or More Races Population	347

Census Housing Information

Total Housing Units	1963
1- to 4- Family Units	1644
Median House Age (Years)	41
Owner-Occupied Units	607
Renter Occupied Units	1221
Owner Occupied 1- to 4- Family Units	607
Inside Principal City?	YES
Vacant Units	135

DEMOGRAPHICS near 108 W JASPER DR

	1 MILE	3 MILE	5 MILE
2024 Total Population	14,968	103,377	190,981
2029 Population	16,821	115,608	212,643
Pop Growth 2024-2029	+ 12.38%	+ 11.83%	+ 11.34%
Average Age	35	32	32
2024 Total Households	6,123	38,530	66,894
HH Growth 2024-2029	+ 12.71%	+ 12.41%	+ 12.08%
Median Household Inc	$36,580	$43,603	$51,839
Avg Household Size	2.40	2.50	2.60
2024 Avg HH Vehicles	2.00	2.00	2.00
Median Home Value	$121,868	$149,816	$169,018
Median Year Built	1977	1987	1993

All Topics	Killeen city, Texas	Bell County, Texas
Population estimates, July 1, 2023, (V2023)	**159,643**	**393,193**
PEOPLE		
Population		
Population estimates, July 1, 2023, (V2023)	**159,643**	**393,193**
Population estimates base, April 1, 2020, (V2023)	153,143	370,657
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	4.2%	6.1%
Population, Census, April 1, 2020	153,095	370,647
Population, Census, April 1, 2010	127,921	310,235
Age and Sex		
Persons under 5 years, percent	9.5%	7.7%
Persons under 18 years, percent	29.2%	27.3%
Persons 65 years and over, percent	7.5%	11.8%
Female persons, percent	50.4%	50.0%
Race and Hispanic Origin		
White alone, percent	36.7%	65.0%
Black or African American alone, percent (a)	38.9%	24.8%
American Indian and Alaska Native alone, percent (a)	0.6%	1.1%
Asian alone, percent (a)	3.9%	3.2%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.9%	0.9%
Two or More Races, percent	12.6%	5.0%
Hispanic or Latino, percent (b)	27.7%	26.8%
White alone, not Hispanic or Latino, percent	26.2%	43.0%
Population Characteristics		
Veterans, 2018-2022	25,048	49,403
Foreign born persons, percent, 2018-2022	9.4%	8.2%
Housing		
Housing Units, July 1, 2023, (V2023)	X	158,785
Owner-occupied housing unit rate, 2018-2022	46.3%	54.5%
Median value of owner-occupied housing units, 2018-2022	$175,400	$196,300
Median selected monthly owner costs -with a mortgage, 2018-2022	$1,464	$1,573
Median selected monthly owner costs -without a mortgage, 2018-2022	$490	$550
Median gross rent, 2018-2022	$1,084	$1,095
Building Permits, 2023	X	3,107
Families & Living Arrangements		
Households, 2018-2022	57,570	134,495
Persons per household, 2018-2022	2.67	2.69
Living in same house 1 year ago, percent of persons age 1 year+, 2018-2022	74.4%	77.1%
Language other than English spoken at home, percent of persons age 5 years+, 2018-2022	24.1%	19.3%
Computer and Internet Use		
Households with a computer, percent, 2018-2022	95.4%	94.9%
Households with a broadband Internet subscription, percent, 2018-2022	89.9%	89.2%
Education		
High school graduate or higher, percent of persons age 25 years+, 2018-2022	91.9%	90.8%
Bachelor's degree or higher, percent of persons age 25 years+, 2018-2022	22.1%	26.8%
Health		
With a disability, under age 65 years, percent, 2018-2022	12.5%	11.7%
Persons without health insurance, under age 65 years, percent	16.7%	15.4%

Economy		
In civilian labor force, total, percent of population age 16 years+, 2018-2022	59.5%	58.8%
In civilian labor force, female, percent of population age 16 years+, 2018-2022	60.2%	57.9%
Total accommodation and food services sales, 2017 ($1,000) (c)	322,666	663,000
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	308,787	4,194,010
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	33,047	895,666
Total retail sales, 2017 ($1,000) (c)	2,005,093	4,247,320
Total retail sales per capita, 2017 (c)	$13,801	$12,216
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2018-2022	23.8	22.9

Income & Poverty		
Median household income (in 2022 dollars), 2018-2022	$57,086	$62,858
Per capita income in past 12 months (in 2022 dollars), 2018-2022	$28,002	$31,822
Persons in poverty, percent	⚠ 16.0%	⚠ 14.2%

BUSINESSES

Businesses		
Total employer establishments, 2021	X	5,596
Total employment, 2021	X	97,560
Total annual payroll, 2021 ($1,000)	X	4,657,237
Total employment, percent change, 2020-2021	X	-0.8%
Total nonemployer establishments, 2021	X	25,042
All employer firms, Reference year 2017	1,565	4,176
Men-owned employer firms, Reference year 2017	774	2,174
Women-owned employer firms, Reference year 2017	214	727
Minority-owned employer firms, Reference year 2017	402	730
Nonminority-owned employer firms, Reference year 2017	772	2,630
Veteran-owned employer firms, Reference year 2017	144	423
Nonveteran-owned employer firms, Reference year 2017	1,038	2,972

GEOGRAPHY

Geography		
Population per square mile, 2020	2,791.2	351.7
Population per square mile, 2010	2,387.5	295.2
Land area in square miles, 2020	54.85	1,053.83
Land area in square miles, 2010	53.58	1,051.02
FIPS Code	4839148	48027

Killeen Housing Report

June 2024

Median price

$240,750

↑ 0.4%

Compared to June 2023

Price Distribution

Active listings

↑ 79.4%

556 in June 2024

Closed sales

↓ 29.2%

138 in June 2024

Days on market

Days on market	53
Days to close	30
Total	83

16 days more than June 2023

Months of inventory

3.8

Compared to 1.6 in June 2023

About the data used in this report

Data used in this report come from the Texas REALTOR® Data Relevance Project, a partnership among the Texas Association of REALTORS® and local REALTOR® associations throughout the state. Analysis is provided through a research agreement with the Real Estate Center at Texas A&M University.

TEXAS REALTORS

Texas A&M University Texas Real Estate Research Center

TBBOR Temple-Belton Board of REALTORS®

Economic Drivers / Major Employers

- Texas A&M University-Central Texas just built their 3rd building and they continue to expand their campus and curriculum as full-time student enrollment increases.
- Texas A&M University-Central Texas in partnership with local organizations are at the beginning stages of creating a virtual and real research park.
- A National Mounted Warfare Museum should be built within the next 2 years. This will be a state-of-the-art facility focusing on all armed forces and not just the Army.
- Z Modular will be hiring 250 people within three years. They manufacturer a steel modular piece that makes constructing multi-unit high rises much faster and less expensive.
- MGC Pure Chemicals America should be operational by the 1st Quarter 2019. They will purify hydrogen peroxide that is used in the semi-conductor industry.
- The voters approved a $400+ million bond and the school district will either repurpose some of the older schools or tear them down to ground level. The ISD will also build new schools or expand currents ones. The goal is to not have any more portable buildings at the Junior and High School campuses.
- There is a study that was completed and it indicated the area can construct a 3PL railhead that will be joint-use with Fort Hood.

Source: Killeen EDC

KISD releases new render of high school No. 6

The Killeen Independent School District Tuesday released a new rendering of its sixth high school to be.

The 450,000 square-foot campus, which will be located at the corner of Chaparral and Featherline Roads in south Killeen, is expected to open in the fall of 2022, according to Chief Communication Officer Terry Abbott.

It is funded by the voter-approved $426 million bond program. Although the campus was originally projected to cost upward to $171 million, Abbott said Tuesday the high school is anticipated to cost around $140 million when finished.

The yet-to-be-named school is said to be the largest in Killeen ISD history. KISD has four other traditional high schools and Early College High School at Fort Hood.

Source: http://kdhnews.com/kisd-releases-new-render-of-high-school-no/article_96471de0-5589-11e9-a03c-cf86e5cb3ff5.html

Military Demographics

HEART OF TEXAS DEFENSE ALLIANCE

Fort Hood "Fast Facts"

As of: 6 March 2018

- Current Authorized Military Strength: 35,040
- Current Assigned Military Strength: 35,779 Soldiers & Airmen
- Family Members: 48,207 (72.1% off-post)
- Civilian Employees (AF and NAF): ≈ 5,489
- AAFES and Commissaries : ≈ 1,291
- Contractors/KISD/Others: ≈ 5,998

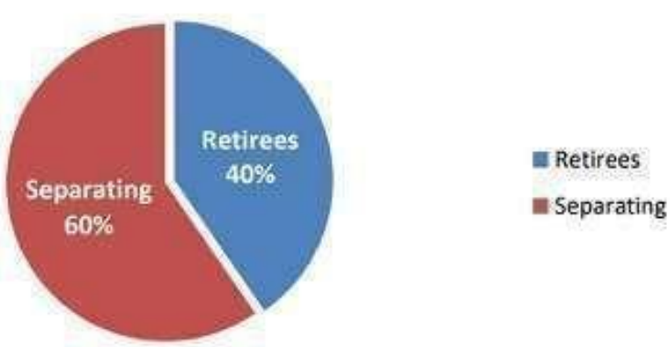
≈ 96,764

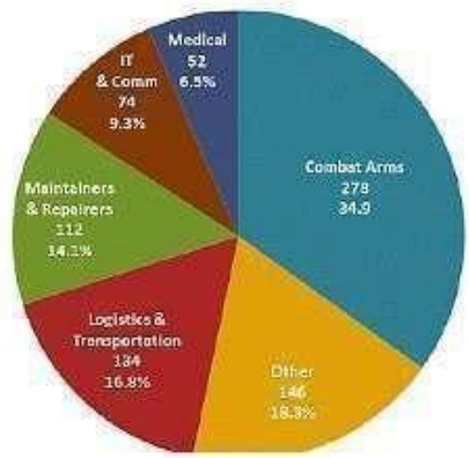
CURRENT DEPLOYMENTS	
UNIT	APPROX # OF PERSONNEL
III Corps	216
1st Cav Division (1st ACB, 2ABCT)	2,804
1st Medical Brigade	83
89th Military Police Brigade	358
36th Engineer Brigade	237
13th Expeditionary Sustainment Command	63
504th Military Intelligence Brigade	224
11th Signal Brigade	271
3rd Cavalry Regiment	2
Total ≈	4,258

FUTURE ANNOUNCED DEPLOYMENTS/MOBILIZATIONS:
800+ Soldiers (18 units) mobilizing/demobilizing at North Fort Hood

Military Occupational Demographics

Soldiers Staying in the MSA





Killeen named 5th 'Best Place to Live in Texas'

https://www.kxxv.com/hometown/bell-county/killeen-named-5th-best-place-to-live-in-texas

Story Credit: KXXV *Posted at 3:14 PM, Sep 12, 2019*

KILLEEN, TX — Killeen was recently ranked the 5th best place to live in Texas, according to U.S. News & World Report's 2019 "Best Places to Live in Texas" study.

Other Texas metro areas that made the top five include Austin, Dallas-Fort Worth, Houston and San Antonio.

Researchers looked at 125 Metro areas in Texas to determine the rankings. Cities coming in behind Killeen that made the top 10 are Beaumont, Corpus Christi, El Paso, McAllen and Brownsville.

The study considers five main factors in its rankings, including desirability, job market, value, quality of life and net migration.

Contributing factors to Killeen's placement are assets such as affordability and low unemployment.

Killeen's unemployment rate is 4 percent and the median monthly rent is $888 dollars. The average salary for a person living in Killeen is $41,770.

Other areas considered are a city's diverse population, average commute time, recreational opportunities and quick access to other major metro areas. Killeen's average commute time was estimated at 21.1 minutes.

The study uses data from the U.S. Census Bureau, Federal Bureau of Investigation, Department of Labor and other sources.

Killeen Metro area has a population of 432, 797.

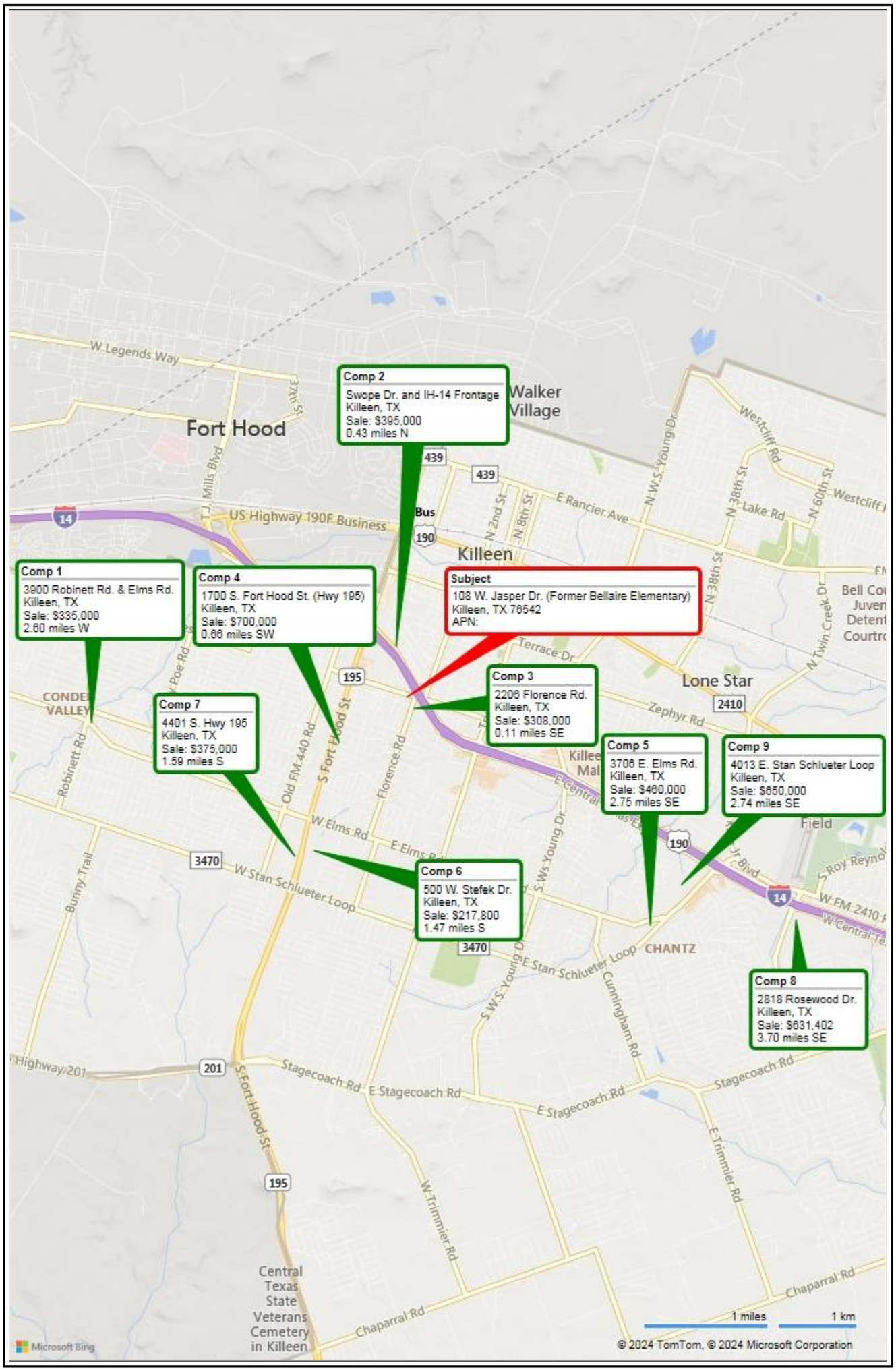
Hal Dunn & Associates

LOCATION MAP ADDENDUM

File No. 120324-SGG

CASE NO

Borrower	N/A						
Property Address	108 W. Jasper Dr. (Former Bellaire Elementary)						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen ISD			Address	P.O. Box 967, Killeen, TX 76540		



Borrower N/A
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

COMPARABLE SALE # 1
3900 Robinett Rd. & Elms Rd.
Killeen, TX

COMPARABLE SALE # 2
Swope Dr. and IH-14 Frontage
Killeen, TX

COMPARABLE SALE # 3
2206 Florence Rd.
Killeen, TX

Borrower N/A
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

COMPARABLE SALE # 4
1700 S. Fort Hood St. (Hwy 195)
Killeen, TX

COMPARABLE SALE # 5
3706 E. Elms Rd.
Killeen, TX

COMPARABLE SALE # 6
500 W. Stefek Dr.
Killeen, TX

Borrower N/A
Property Address 108 W. Jasper Dr. (Former Bellaire Elementary)
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD Address P.O. Box 967, Killeen, TX 76540

COMPARABLE SALE # 7
4401 S. Hwy 195
Killeen, TX

COMPARABLE SALE # 8
2818 Rosewood Dr.
Killeen, TX

COMPARABLE SALE # 9
4013 E. Stan Schlueter Loop
Killeen, TX

Comparable Land Sale 1

Date of Sale: 12/15/2022

Location: 3900 Robinett Rd. and Elms Rd., Killeen, TX

Size: 66,211 square feet

Grantor: Nancy Kenneally

Grantee: Robinett Investment Group LLC

Property ID: 409550; I#73976; MLS#460155

Consideration: $335,000 ($5.06/SqFt)

Comments: Corner; zoned B-3; signalled intersection; 346 days on the market.

Comparable Land Sale 2

Date of Sale: 02/22/2022

Location: 601 W. Central Texas Expy/1400 Swope Dr. and IH-14 frontage road westbound, Killeen, TX

Size: 96,921 square feet

Grantor: Ivest Holdings Ltd.

Grantee: Abbott Springs Ltd.

Property ID: 23309; I#11780; MLS#5807595

Consideration: $395,000 ($4.08/SqFt)

Comments: Corner lot; zoned B-3; had adverse utility and ROW easements.

Comparable Land Sale 3

Date of Sale: 06/01/2022

Location: 2206 Florence Rd., Killeen, TX

Size: 34,848 square feet

Grantor: Florencio Garcia Jr.

Grantee: CVC Partners Killeen LLC

Property ID: 107687; I#35312; MLS#4694693

Consideration: $308,000 ($8.84/SqFt)

Comments: At intersection; zoned B-5; improvements at end of useful life were removed after the sale; value was in the land; 454 days on market.

Comparable Land Sale 4

Date of Sale: 12/18/2023

Location: 1700 S. Fort Hood St. (Hwy 195), Killeen, TX

Size: 313,676 square feet

Grantor: Texas Sunflower Ltd.

Grantee: O'Reilly Auto Enterprises LLC

Property ID: 527321; I#55921; MLS#330656

Consideration: $700,000 ($2.23/SqFt)

Comments: zoned B-5; 1,371 days on the market.

Comparable Land Sale 5

Date: 06/02/2023

Location: 3706 E. Elms Rd., Killeen, TX 76542

Size: 76,622 square feet

Grantor: Texas First State Bank

Grantee: Centextech Holdings LLC

Recording Data: CAD#392530; I#24641; MLS#497243

Consideration: $460,000 ($6.00/SqFt)

Zoning: Business-5

Comments: 79 days on the market; interior lot; 1 lot off of Stan Schlueter Loop, as well as some access to it.

Comparable Land Sale 6

Date: 02/09/2024

Location: 500 W. Stefek Dr., Killeen, TX

Size: 46,304 SF

Grantor: BCMB Properties/Stefek Trust

Grantee: Metronet

Property ID#470628 I#5528; Source: MLS#343605, 2,289 days on the market

Consideration: $217,800 ($4.70/SqFt)

Zoning at the time of sale: Business-5/Adult-Oriented Businesses

Comparable Land Sale 7

Date: 03/30/2023

Location: 4401 S. Hwy 195, Killeen, TX 76542

Size: 89,908 SqFt

Grantor: Tiffani and Keith Foxx

Grantee: Tae Sa Gong Corporation

Recording Data: CAD#420381; I#13287; Confirmed with agent/grantor

Consideration: $375,000 ($4.17/SqFt)

Zoning: Business-5

Comparable Land Sale 8

Date: 11/04/2022

Location: 2818 Rosewood Dr., Killeen, TX 76542

Size: 92,783 square feet

Grantor: KNC Associates

Grantee: Sophal Korng Investments, LLC

Recording Data: CAD#501471; I#68143; MLS#395807

Consideration: $631,402 ($6.81/SF)

Zoning: Business-3

Comments: 58 days on market; interior lot; 1 lot south of IH-14.

Comparable Land Sale 9

Date of Sale: 04/14/2023

Location: 4013 E. Stan Schlueter Loop, Killeen, TX 76542

Size: 89,603 square feet

Grantor: Lamer Corporation

Grantee: JDR Solution LLC

Recording Data: CAD#406977; I#16142; MLS#467991

Consideration: $650,000 ($7.25/SF)

Zoning: Manufacturing-1

Comments: 346 days on market.

APPRAISER INDEPENDENCE CERTIFICATION

File No. 120324-SGG
Case No.

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisal pursuant to the required guidelines.

In addition, the undersigned appraiser agrees that no one has influenced or attempted to influence the development, reporting, result, or review of this appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery or in any other manner including but not limited to:

1. withholding or threatening to withhold timely payment or partial payment for this appraisal report;
2. withholding or threatening to withhold future business;
3. expressly or implied promising future business, promotions, or increased compensation;
4. conditioning the ordering of the appraisal report or the payment of the appraisal fee on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requesting;
5. requesting that the appraiser provide an estimated, predetermined, or desired valuation in this appraisal report prior to the completion of the appraisal report, or requesting that the appraiser provide estimated values or comparable sales at any time prior to the completion of this appraisal report;
6. providing to the appraiser an anticipated, estimated, encouraged, or desired value for the subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
7. providing the appraiser, or any entity or person related to the appraiser, any other financial or non-financial benefits;
8. Any other act or practice that impairs or attempts to impair my independence, objectively, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

APPRAISER		SUPERVISOR	
Signature		Signature	
Appraiser Name	Steven Grant Gryseels	Name	
Company Name	Hal Dunn & Associates	Company Name	
Company Address	5106 S. General Bruce Dr., Suite 200 Temple, TX 76502	Company Address	
Date of Signature	January 15, 2025	Date of Signature	
State Certification #	1335811-G	State Certification #	
or State License #		or State License #	
or Other (describe)		State	
State	TX	Expiration Date of Certification or License	
Expiration Date of Certification or License	02/28/2026		

APPRAISAL COMPLIANCE

File No. 120324-SGG
Case No.

Borrower/Client N/A
Address 108 W. Jasper Dr. (Former Bellaire Elementary) Unit No.
City Killeen County Bell State TX Zip Code 76542
Lender/Client Killeen ISD

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

[X] Appraisal Report — This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

[ ] Restricted Appraisal Report — This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

PRIOR SERVICES

- [X] I have **NOT** performed services, as an appraiser or in another capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- [ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- I [X] **HAVE** made a personal inspection of the property that is the subject of this report.
- I [ ] have **NOT** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

[X] A reasonable marketing time for the subject property is 90 to 365 day(s) utilizing market conditions pertinent to the appraisal assignment.

[X] A reasonable exposure time for the subject property is 90 to 365 day(s).

APPRAISER

Signature
Name Steven Grant Gryseels
Date of Signature January 15, 2025
State Certification # 1335811-G
or State License #
State TX
Expiration Date of Certification or License 02/28/2026

Effective Date of Appraisal November 20, 2024

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

Supervisory Appraiser Inspection of Subject Property:
[ ] Did Not [ ] Exterior Only from street [ ] Interior and Exterior

Produced by ClickFORMS Software 800-622-8727

Affidavit of Appraiser - Certification of Non-Influence

The appraiser named respectfully submits and represents to the following:

I hereby acknowledge to the best of my ability the following:

1. There have been no written or verbal communications or conversations between the mortgage lender or any staff person thereof and myself, my assistant, or any other staff member working on my behalf during the completion of this particular assignment or review assignment regarding a predetermined value for the subject property of this assignment.

2. I acknowledge that I have not been influenced, coerced, extorted, or bribed regarding the outcome of this appraisal report, nor am I knowingly aware of being recommended by any staff member, director, or agent of the mortgage lender's loan production staff, including the loan officer, to complete this assignment.

3. I certify that I have been engaged to provide a complete order with the information required for me to agree and complete a full appraisal assignment that meets USP AP guidelines and standards. Included on their order form was the originating lender's company name and address for purposes of inclusion on the appraisal report. No individual names from lender's staff, including loan officer name, was provided to me. No preliminary estimation of value, loan amount, or any similar information was provided to me or communicated to me or any staff person within my company. With respect to a Purchase Transaction, the Purchase Agreement (Sales Contract) was made available in its entirety (as required by USPAP Standard Rule 1- Sa). In the event the loan is an FHA transaction, I understand that the lender may require my identity, including my State Certification number; however, no attempt was made to coerce or influence the outcome of this appraisal report.

4. I acknowledge that I have completed this assignment and have only acted with the highest integrity and in a manner considered ethical to my profession, and consistent both with USPAP standards and the Appraiser Independence Requirements rules and regulations.

5. I acknowledge that I am not an employee of nor affiliated with the mortgage lender, and that I am not a staff appraiser to any entity that is either wholly or partially owned by the lender/investor or by any entity that is owned in whole or in part by a "Settlement Services" provider. By including this document within this appraisal report, I acknowledge to the best of my ability that all of the above statements are valid and true, I have honestly agreed with them, and that I have no objections or reservations to their contrary.

Privacy Notice

Appraisers, along with all providers of personal financial services, are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazard wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgage or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature
Name Steven Grant Gryseels
Company Name Hal Dunn & Associates
Company Address 5106 S. General Bruce Dr., Suite 200
Temple, TX 76502
Telephone Number 254-541-0890
Email Address grantgryseels@yahoo.com
Date of Signature and Report January 15, 2025
Effective Date of Appraisal November 20, 2024
State Certification # 1335811-G
or State License #
or Other (describe) State #
State TX
Expiration Date of Certification or License 02/28/2026

ADDRESS OF PROPERTY APPRAISED
108 W. Jasper Dr. (Former Bellaire Elementary)
Killeen, TX 76542

APPRAISED VALUE OF SUBJECT PROPERTY $ See Cover Letter.

LENDER/CLIENT
Name Adam Rich
Company Name Killeen ISD
Company Address P.O. Box 967, Killeen, TX 76540
Email Address adam.rich@killeenisd.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1.The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.

2.The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The 'Estimate of Market Value' in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

3.The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

4.All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).

5.This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

6.All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as 'Review Appraiser'. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1.The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2.Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.

3.The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.

4.Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

5.The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

6.Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.

7.Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

8.Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

9.On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

ENVIRONMENTAL DISCLAIMER: The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environment conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Date: January 15, 2025 Appraiser(s) Steven Grant Gryseels

APPRAISER DISCLOSURE STATEMENT

Appraiser:

Name of Appraiser: Steven Grant Gryseels

Class of Certification/Licensure:
- [X] Certified General
- [ ] Certified Residential
- [ ] Licensed Residential
- [ ] Temporary [ ] General [ ] Licensed
- [ ] Registered Real Estate Appraiser Assistant

Certification/Licensure Number: 1335811-G

Scope: This Report
- [X] is within the scope of my Certification or License.
- [ ] is not within the scope of my Certification or License.

Service Provided by:
- [X] Disinterested & Unbiased Third Party
- [ ] Interested & Biased Third Party
- [ ] Interested Third Party on Contingent Fee Basis

Supervisor:

Name of Supervisor: _____

Class of Certification/Licensure:
- [ ] Certified General
- [ ] Certified Residential
- [ ] Licensed Residential
- [ ] Temporary [ ] General [ ] Licensed

Certification/Licensure Number: _____

Scope: This Report
- [ ] is within the scope of my Certification or License.
- [ ] is not within the scope of my Certification or License.

Service Provided by:
- [ ] Disinterested & Unbiased Third Party
- [ ] Interested & Biased Third Party
- [ ] Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:

Steven Grant Gryseels

Signature of Supervisor:

_____

_____

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

Appraiser License Certificate

STEVEN GRANT GRYSEELS
3333 DUNNS CANYON RD.
BELTON, TX 76513

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **STEVEN GRANT GRYSEELS**
License #: **TX 1335811 G** License Expires: **02/28/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

QUALIFICATIONS OF S. GRANT GRYSEELS

Mr. Steven Grant Gryseels became a State Certified General Real Estate Appraiser on February 7, 2006. He has been engaged in the analysis and appraisal of real estate since January of 2003, appraising various types of real estate for Harold P. Dunn (Hal Dunn & Associates). Mr. Gryseels has appraised various types of real estate including single-family and multi-family residences, apartments, various commercial/office/retail buildings, industrial buildings, churches, subdivisions, raw land of all kinds, and farm/ranch properties.

Mr. Gryseels specializes in the appraisal of commercial real estate (including industrial and multi-family properties), and has appraised many types of commercial properties for various banks, mortgage companies, public/government entities (city, county, state, and federal), and private parties in various counties/markets in the Central Texas area.

COVERAGE AREA:

Bell, Coryell, Falls, Lampasas, McLennan, Williamson, Milam, Hamilton, Mills, San Saba, Comanche, Erath, Hill, Navarro, Burnet, Coleman, Johnson, Victoria, Bexar, Comal, Bastrop, Travis, Brown, Llano, Limestone, Robertson, Mason, and Hays counties.

EDUCATIONAL BACKGROUND:

Mr. Gryseels graduated in 2002, with a Bachelor of Business Administration degree in Finance from Baylor University. Since then, he has completed many continuing education courses in the field of real estate appraisal.

TEXAS REAL ESTATE APPRAISER CERTIFICATION:

State Certified General Real Estate Appraiser: TX-1335811-G, effective February 7, 2006. FHA certified on October 30, 2006.

CURRENT STATUS:

Mr. Gryseels is the president of CenTex Valuation LLC, and performs appraisal inspections and completes appraisal reports for Hal Dunn & Associates. Mr. Gryseels is engaged in the valuation of all types of real estate throughout the Central Texas area. Mr. Gryseels responsibilities include research, inspection, and report preparation for various types of appraisal assignments.

Hal Dunn & Associates

5106 S. General Bruce Drive #200 • Temple, TX 76502
Telephone: 254-773-2222 haldunn_associates@yahoo.com

BID FOR SERVICES / ENGAGEMENT LETTER

September 30, 2024

Appraiser:	Grant Gryseels – grantgryseels@yahoo.com, 254-541-0890
Delivery Date:	November 8-20, 2024
Customer:	Killeen ISD
Contact:	Adam Rich
Purpose of Appraisal:	Market Value
Property Type:	3 former elementary schools/educational facilities
Appraisal Premise:	As Is (Fee Simple or Leased Fee depending on lease status)
Type Report	Appraisal Report (Real Estate only, no business value)
Include FF&E In Value:	No
Intended Use:	Financial Purposes/Market Value

Property Address	Proposed Fee
2200 Trimmier Rd. (Clifton Park), Killeen	$3,500
108 W. Jasper Dr. (Bellaire), Killeen	$3,500
1517 Barbara Ln. (Sugar Loaf), Killeen	$4,000
	$11,000

This letter is our formal engagement to provide our professional appraisal services on the above-mentioned property. This letter is our authorization to provide a real estate appraisal report for the above-described real property.

Please sign, date, and return this engagement letter via email to grantgryseels@yahoo.com to confirm that you have received and agree to all instructions provided to you within this letter.

George E. Ybarra, Purchasing Director
Digitally signed by George E. Ybarra, Purchasing Director
Date: 2024.10.03 16:17:32 -05'00'

Customer Signature

Date of Acceptance

Steven Grant Gryseels

Appraiser

09/30/2024

Date

Version 7.0

KILLEEN INDEPENDENT SCHOOL DISTRICT
VENDOR SERVICE CONTRACT

The Killeen Independent School District, hereinafter referred to as "District," and independent Vendor, Hal Dunn & Associates herein after referred to as "Vendor," enter into a contract on 10/2/2024 for the provision of Vendor services.

When using federal funds, all professional services provided under this contract will follow the provisions of 2 CFR 200.459. Administrative costs, if any, must be listed separately from other services and must include the associated cost.

SERVICES: District agrees to engage Vendor, and Vendor agrees to perform personally, in a manner satisfactory to District, the following services: perform market value appraisals.
The services are to be performed at: old Clifton Park Elementary 2200 Trimmier Rd. Killeen, old Bellaire 108 W. Jasper Dr. Killeen, old Sugar Loaf 1517 Barbara Ln Killeen. Time frame for completion is November 8-20, 2024.

TERM: This Contract shall be effective on the last signature date set forth below and will terminate on 12/1/2024, unless discontinued earlier by the District. When using federal funds, this contract period shall align to the grant period of availability as stated on the NOGA from the awarding agency. All services will be completed during the effective dates of the contract.

COMPENSATION: District agrees to pay Vendor a fee of $3,500 - 4,000 per appraisal for a total fee not to exceed $11,000 as compensation for services rendered. This fee includes all expenses for transportation, lodging, meals, and materials. Vendor shall be paid upon verification of receipt of services. Vendor invoice shall include a list of services provided during each invoiced period, dates covered on invoiced period and location where services were provided during the billing period. When federal funding is used to pay contracted services, parties shall comply with regulations for procurement found in 2 CFR Part 200, sections 318-323.

TERMINATION: Either party may terminate this Agreement at any time, with or without cause, upon written notice. In the event of termination by District or Vendor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and Vendor shall only be entitled to receive just and equitable compensation for any satisfactory work completed, and expenses incurred up to the date of termination. For any proposed multi-year contract by and between the District and any Vendor, should the District's Board of Trustees not approve funds for such Contract, the Contract shall automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation of the district.

Version 7.0

VENDOR EXPECTATIONS:

Vendor may not assign this contract to a third party without the written consent of the District.

Vendor must provide list of employees requiring background check and fingerprinting, at the Vendor's expense, of all employees employed under this contract. This must be completed prior to the start of any continuing duties with direct contact with students.

Vendor must complete a Felony Conviction Notification form for each contract. If the Vendor signs in Section C, Vendor will provide written description detailing the circumstances surrounding the felony.

Vendor shall comply with the following (if applicable to this Agreement):

a) All parties shall meet Federal Requirements – 2 CFR Part 200 Chapter 2-18 - 237.
b) Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.
c) Equal Employment Opportunity Act.
d) Energy Policy and Conservation Act (P.L. 94-163).
e) Equal Opportunity and Affirmative Action Employer.

Neither party shall discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a Veteran, as defined and prohibited by applicable government law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning personnel. In addition, bidder affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11750; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; and Public Law 95-507.

Vendor is not an employee of District, and is not entitled to fringe benefits, pension, workers compensation, retirement or unemployment compensation. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Vendor. By committing to perform Vendor services related to this contract, Vendor's signature certifies that Vendor is not a current employee of KISD and that Vendor has not been employed by KISD in the past twelve (12) months. If Vendor is a TRS retiree, any TRS surcharges related to this contract will be paid by Vendor. (Current employees **may not** also be independent Vendors for KISD. A current employee includes individuals who are members of the active substitute pool.)

Debarment and Suspension (Executive Orders 12549 and 12689) - Vendor affirms that it is not listed on the government wide exclusions in the System for Award Management (SAM). CFR 180.220

Version 7.0

Pursuant to Texas Government Code Chapter 2270, Vendor represents and warrants to the District that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

Vendor represents and warrants to District that Vendor does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

Vendor represents and warrants to District that Vendor does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

Vendor complies with Senate Bill 252, which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller in order to do business with the District.

Vendor will apply and follow policy outlined in Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5) Section 103.

District is exempt from taxation under the Sales Tax and Use Tax Laws. Tax exemption number is listed on all purchase orders or will be provided by the Purchasing Services Department upon request. District is subject to the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Vendor shall maintain all records related to this contract for five (5) years after the school district makes final payment and all other pending matters are closed.

Vendor agrees to hold District harmless from any and all liability incurred by District by reason of Vendor's negligence or breach of contract, including, without limitation, damages of every kind and

nature, out-of-pocket costs, and legal expenses. Vendor is required to provide and maintain benefits and insurances of all employees used under this agreement, including workers compensation, professional liability etc. Proof of insurance including waiver of subrogation shall be submitted to the KISD Risk Management office prior to the start of any work.

MEDIATION: Either party to this Agreement may demand non-binding mediation of any claim, dispute, or other matter in contest between the parties and arising under, out of, or related to this Agreement. All such demands shall be in writing. In the case of claims by Vendor against the District, no such demand shall be made until the complaint procedure found in District's board policy CHE (LOCAL) has been fully exhausted regarding the contested matter. Unless waived by the District in writing, the following are conditions precedent to the institution of civil proceedings by the Vendor against the District concerning a contested matter arising under, out of, or related to this Agreement: (1) full exhaustion of claims through the District's complaint procedure described in policy CHE (LOCAL); and (2) a written demand by the Vendor for mediation. Following the full exhaustion of claims through the complaint procedure found in policy CHE (LOCAL) and upon receipt by District of Vendor's written demand for mediation, District may, at its option, either proceed with non-binding mediation of the dispute, or provide written notice to the Vendor of the District's decision to waive its right to compel such mediation. If the District waives its right to compel mediation, then Vendor is at liberty to pursue its civil remedies, if any. Mediation under this paragraph shall take place before a neutral third party, agreed to by the parties, in Bell County, Texas. If the parties cannot agree on the neutral party, each shall nominate a mediator, and the two mediators so nominated shall agree on a third party neutral. The mediation shall proceed before the neutral third party under rules mutually agreeable to the parties and the mediator. Each party will bear its own expenses of mediation. The cost of the third party neutral shall be borne equally by the parties. Failure of the mediator to resolve issues acceptable to all parties within 15 days of the mediation shall allow either party to pursue its civil remedies.

This Agreement, including attachments hereto, all of which are incorporated herein by reference, constitutes the entire understanding and agreement of the parties, whether written or oral, with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties. Unless an agreement is made, in writing, that alters this page, any query brought forward questioning the order of precedence relating to any written agreements between the parties, this contract will supersede all others including any attachments.

This Agreement shall be construed and interpreted according to the laws of the State of Texas without regard to any choice of law provisions. All parties agree that the venue for any litigation shall be Bell County, Texas.

Version 7.0

IN WITNESS WHEREOF, Killeen Independent School District and Vendor have executed this contract, effective the date first herein written.

Will services being performed require you to be unaccompanied with students? Yes or No

KILLEEN ISD OFFICIAL

Signature: George E. Ybarra, Purchasing Director Digitally signed by George E. Ybarra, Purchasing Director Date: 2024.10.03 16:16:41 -05'00'

Printed Name: _____

Date: _____

REVIEWED
By Christine Goins at 4:04 pm, Oct 02, 2024

VENDOR

Signature: S. Grant Gryseels

Printed Name: S. Grant Gryseels

Date: 10/03/2024

Address: 3333 Dunns Canyon Rd., Belton, TX 76513

Email: grantgryseels@yahoo.com

Phone Number: 254-541-0890

Budget Code and % paid from this budget code (Required):
646-81-6219-25-802-99-HDA, 646-81-6219-25-813-99-HDA, 646-81-6219-25-811-99-HDA – 100%
Vendor # (if available-NO SSN): 100712
Date of Board approval: N/A
(For contracts of $50,000 or more)
KISD Contract Manager *(Principal or above responsible for contract compliance)*:

Signature: _____ Phone number: _____

Printed Name: _____ Campus/Department: _____

File No. 120324-SGG
Case No.

INVOICE

Company	Hal Dunn & Associates
Appraiser	Steven Grant Gryseels
Address	5106 S. General Bruce Dr #200
City, State, Zip	Temple, TX 76502
	GrantGryseels@yahoo.com, 254-541-0890

Contract Information Tax ID#457-88-3769

BILL TO
Killeen ISD
P.O. Box 967
Killeen, TX 76540

PROPERTY
N/A
108 W. Jasper Dr. (Former Bellaire Elementary) Unit No.
Killeen, TX 76542

LENDER NO.	LOAN NO.	LOAN OFFICER	INVOICE DATE	INVOICE NO.
			January 15, 2025	120324-SGG

DESCRIPTION	PRICE INFO.	MISC INFO.	INVOICE AMOUNT
Appraisal			3,500.00

Comments/Notes
Please include on the check memo line one or more of the following options:
The File # located on the upper-right corner of this invoice ...or the Property Address...
...or clip the payment slip off of the bottom of this invoice and include it with the check.

Subtotal		$ 3,500.00
Shipping & Handling		$
Sales Tax @	%	$
Total		$ 3,500.00

(Office Copy - Clients Copy - Lenders Copy)

LENDER. NO.	LOAN NO.	LOAN OFFICER	INVOICE DATE	INVOICE NO.
			January 15, 2025	120324-SGG

Borrower: N/A Property Address: 108 W. Jasper Dr. (Former Bellaire Elementary), Killeen, TX 76542

Billed To: Killeen ISD
P.O. Box 967
Killeen, TX 76540

Amount Due	**$** 3,500.00
Amount Paid	**$**

Mail To: Hal Dunn & Associates
5106 S. General Bruce Dr #200
Temple, TX 76502

Contact: Steven Grant Gryseels

Phone #: 254-541-0890

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into by and between **CITY OF KILLEEN**, ("Buyer") and **KILLEEN INDEPENDENT SCHOOL DISTRICT**, ("Seller") as of the Effective Date, hereinafter defined. Seller and Buyer shall be referred to herein individually as "Party" and collectively as "Parties."

ARTICLE I
DEFINED TERMS AND EXHIBITS

1.1 This Agreement uses the following terms as defined below:

a. "Business Day" or "Business Days" means any day that is (a) not Saturday or Sunday; (b) not a public holiday as defined by the Texas Government Code; (c) not a day designated as a non-work day by either the Buyer or Seller; and (d) both Buyer and Seller are open for business.

b. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Agreement.

c. "Closing Date" means the day of the Closing as defined in Section 10.1.

d. "Earnest Money" means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.2 hereof, plus accrued interest thereon, if any.

e. "Effective Date" means the later of (a) the date that a copy of the fully executed Agreement is receipted by the Title Company; or (b) the date that the Earnest Money is deposited with the Title Company.

f. "Environmental Law(s)" means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts, all as amended from time to time.

g. "Execution Date" means the date on which the last Party to this Agreement executes the Agreement and is thus, fully executed by both Buyer and Seller.

h. "Hazardous Materials" means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (a) petroleum or petroleum products, factions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (b) radioactive materials, substances, and waste and radiation; (c) any flammable substances or explosives; (d) all asbestos (friable or non-friable) and lead-based paint; (e) any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "toxic pollutants," "contaminants," "pollutants," "solid waste," "hazardous wastes," "extremely hazardous substances," "restricted hazardous wastes," or words of similar import under any Environmental Law; and (f) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law.

i. "Improvements" means any buildings, structures, fixtures, utilities, infrastructure and other improvements attached to the Property.

j. "Inspection Period" means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is sixty (60) days thereafter, as further described in Article 8 of this Agreement.

k. "Permitted Exceptions" means those exceptions or conditions that are acceptable to Buyer or deemed to be acceptable if waived in accordance with Section 4.4.

l. "Property" means a parcel of land containing approximately 5.927 acres out of Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX, also described as 108 W. Jasper Dr., Killeen, TX 76542, more specifically described in Exhibit A, with the final location, acreage, and metes and bounds description to be determined by the Survey described in Section 4.3 ("Land") together with all singular rights and appurtenances pertaining to such Land and being owned by Seller, including (i) all Improvements located thereon and thereunder; and (ii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, but not limited to: (a) any Land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (b) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (c) any riparian, appropriative or other water rights of Seller appurtenant to such Land and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity, utility commitments, and other utility facilities that pertain to or benefit such Land; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (f) any reversionary interests benefiting such Land; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage

thereto by reason of a change of grade of any such highway, street, road or avenue; (h) any easement across, adjacent to or benefiting the such Land, existing or abandoned; and (i) any zoning variances and governmental concessions applicable to the Land.

m. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

n. "Survey" means a survey of the Property prepared by the Surveyor in accordance with Section 4.3.

o. "Surveyor" means a licensed surveyor selected by Buyer.

p. "Title Commitment" means the commitment for title insurance issued by the Title Company covering the Property.

q. "Title Company" means: Monteith Abstract and Title Co.; 2500 Bacon Ranch Road, Killeen, Texas 76542; telephone: (254) 526-7585.

r. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company under Section 4.2.

1.2 The following Exhibits are attached hereto and incorporated herein for all purposes:

a. Exhibit A-1 Property Description

b. Exhibit A-2 Property Sketch

c. Exhibit B Form of Special Warranty Deed

ARTICLE II
AGREEMENT OF PURCHASE AND SALE

2.1 The Property. Upon the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple with good and indefeasible title, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, rights of surface use in favor of any outstanding mineral interest, and other matters affecting title, except for Permitted Exceptions.

ARTICLE III
PURCHASE PRICE

3.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property shall be Eight Hundred Three Thousand and no/100 Dollars ($803,000.00) based on a net land area of approximately 258,180 square feet at $3.11 per square foot. The Purchase Price shall be payable to Seller on the Closing Date through the Title Company in cash or by wire transfer of funds.

3.2 Earnest Money. On or before the date that is five (5) days after the Effective Date, Buyer will deposit the sum of Eighty Thousand and No/100 Dollars ($80,000.00) with the Title Company in an interest-bearing account, ("Earnest Money") to be held by the Title Company in escrow. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Agreement, the entire Earnest Money, including any interest, shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. During the Inspection Period, the Earnest Money, including any interest, shall be fully refundable to the Buyer except for the Independent Consideration as set forth in Section 3.3 and if Buyer provides written notice of termination of this Agreement on or before the end of the Inspection Period, Buyer and Seller do hereby expressly instruct the Title Company to release the Earnest Money less the Independent Consideration to Buyer within three (3) Business Days of the receipt of notice from the Buyer without the need for further instructions from either Party. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

3.3 Contract Consideration. As independent consideration for this Agreement, Buyer shall pay Seller the amount of One Hundred and No/100 Dollars ($100.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and Buyer's right to terminate during the Inspection Period. The Independent Consideration may be applied to the Purchase Price but otherwise is nonrefundable in all events.

ARTICLE IV
TITLE AND SURVEY

4.1 Title Commitment. Within ten (10) days of the Effective Date of the Agreement, Seller shall deliver or cause the Title Company to issue and deliver the Title Commitment to the Buyer, together with correct and legible copies of all instruments pertaining to the Property and those referred to in the Title Commitment as conditions or exceptions to title to the Property, including, without limitation, copies of the vesting deed or instrument, liens, easements, and recorded plats. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, leases, recorded plats, and all other encumbrances affecting the Property that would appear in the Title Policy, if issued of such date. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy to Buyer in the amount of the Purchase Price as set forth in Section 3.1, insuring such title to the Property as is specified in the Title Commitment with the standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof.

4.2 Title Policy. At Closing or shortly thereafter, at Buyer's expense (for the basic title premium), the Title Company will issue the Title Policy underwritten by a guaranty company acceptable to Buyer. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible fee simple title to the Property in Buyer. The Title Policy may be subject to the Permitted Exceptions but shall contain no additional exceptions.

4.3 Survey. Unless an agreeable survey is prepared prior to the execution of this Agreement, Buyer shall cause the Surveyor to prepare a survey as set forth herein ("Survey") and

deliver the Survey to Buyer, Seller, and Title Company within twenty (20) days of Buyer's receipt of the Title Commitment. The Survey shall (i) show the location of all improvements, highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (ii) show all visible discrepancies, conflicts, or encroachments; (iii) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (iv) be a true, correct, and accurate representation of the Property; (v) set forth the number of total acres and square feet comprising the Property with a metes and bounds description thereof; (vi) reference the Title Company and Title Commitment file number for the Property and indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply to the Property; (vii) include references to the recording information applicable to the documents creating all encumbrances affecting the Property, including, easements or rights-of-way, such information to include the county in which such information is recorded; (viii) contain a certification specifically to Buyer, Seller, and Title Company in a form reasonably satisfactory to Buyer; and (ix) comply with such other terms and conditions as may be reasonably required by Buyer. The Surveyor shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes. The Parties shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon, pursuant to the provisions of Section 4.4. The exact size, total number of acres, location, and legal description of the Property is to be provided by the Survey and, upon completion and approval of the Survey, the metes and bounds description contained in the Surveyor's signed and sealed field notes shall be incorporated herein by reference as the description of the Property for all purposes, including replacing the description of the Property in Section 1.1(m) and delivery of the deed from Seller to Buyer conveying title to the Property. The Survey shall be subject to the review of each Party in its respective sole discretion. Seller shall have twenty (20) days after receipt of the Survey to notify the Buyer of any objections to matters contained within. If the Buyer is unable or unwilling to cure such objections or cause such objections to be cured prior to the end of the Inspection Period, then, as their sole and exclusive remedy, either Seller or Buyer may terminate this Agreement with prior written notice to the other party prior to the expiration of the Inspection Period, whereupon the Earnest Money and any interest accrued thereon shall be returned to Buyer, the Independent Consideration delivered to the Seller, and neither Party shall have any further rights or obligations hereunder except for those obligations which expressly survive termination of this Agreement.

4.4 Review of the Survey and Title Commitment by Buyer. Buyer shall have until ten (10) days after receipt of the Title Commitment and the Survey, whichever is later ("Title Objection Period"), to review the Title Commitment; instruments referenced on the Title Commitment; any other matter or instrument creating conditions, exceptions or reservations, or otherwise affecting title; and the Survey and to deliver in writing such objections as Buyer may have to anything contained on or created by any of the foregoing (collectively, the "Title Objections"). Any such items to which Buyer does not object within such the Title Objection Period shall be deemed to be Permitted Exceptions.

4.5 Seller's Opportunity to Cure Buyer's Objections to Title or Existing Survey and/or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have a period of ten (10) days in which Seller (or any extension thereof agreed to by the Parties), at Seller's option, may undertake to eliminate or satisfy the Title

Objections to the satisfaction of Buyer. If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver Buyer written notice thereof ("Title Notice") and Buyer may either (a) provide written notice that it waives its Title Objections or any Title Objections not cured and accept title to the Property subject to the exceptions and the Survey as delivered; or (b) terminate this Agreement. Buyer shall have until the later of (i) the conclusion of the Inspection Period; or (ii) the date that is fifteen (15) days after receipt of Seller's Title Notice in which to make such election. Failure of Buyer to make an election within such period shall be deemed an election by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Agreement shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections which shall then be deemed additional Permitted Exceptions. The Closing Date shall be extended, if necessary, in order to effectuate the time periods provided in this Section 4.5. If on the Closing Date there are any Monetary Liens or other encumbrances on the Property that Seller is obligated to pay and discharge, Seller shall have the right to instruct the Title Company to use any cash portion of the Purchase Price for the Property to satisfy the same, provided that Seller shall have delivered to Buyer or the Title Company on or before the Closing, instruments in recordable form sufficient to satisfy and release such Monetary Liens and other encumbrances of record, together with the cost of recording or filing said instruments. In the event this Agreement is terminated by Buyer pursuant to clause (b) of this Section 4.5, without the necessity of any other notice or approval, the Title Company immediately shall deliver to Buyer the Earnest Money and all interest accrued thereon, less the Independent Consideration, which shall be paid to Seller, and neither Party hereto shall have any further obligation or liability under this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date, Buyer has or shall have the full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder and that all required action by the Buyer's governing body necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken by Closing.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents that it is duly authorized and empowered to sell the Property.

ARTICLE VII
EXPRESS COVENANTS

7.1 Seller's Covenants. Between the Execution Date and Closing, Seller expressly covenants and agrees that:

a. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer the following documents, to the extent Seller has knowledge and possession of same, relating to or in connection with the Property, to the extent in Seller's possession or control: (i) copies of site plans and specifications; (ii) plats, surveys, grading maps, topography maps, utility maps and plans, and any other types of maps relating to the Property; (iii) copies of engineering, environmental, asbestos, traffic, wildlife, antiquities, wetlands, drainage, and development impact studies or reports; (iv) copies of all water, wastewater, and utility capacity letters; (v) all licenses, permits, variances, approvals, consents, authorizations, and waivers; (vi) copies of all drainage and detention reports, agreements, or other documents relating to drainage and/ or detention; (vii) copies of any documents pertaining to governmental restrictions or obligations (including, without limitation, zoning, PIDs, PUDs, TIRZs, or similar matters); (viii) a current roll of any leases and a copy of all leases; (ix) a current list of all tangible personal property and fixtures located on, attached to, or used in connection with the Property; (clauses (i) through (ix) referred to collectively "Deliverables");

b. Seller shall maintain the Property in the same manner as Seller has prior to the Execution Date except as otherwise specifically set forth herein;

c. Seller shall terminate in writing all existing tenancies, leases, or rights to occupy any portion of the Property and all service contracts relating to or in connection with the Property on or before the Closing Date; and

d. Seller promptly shall furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, order or requirements of any state, city, or municipal departments or other governmental authorities having jurisdiction over the Property.

7.2 Seller expressly grants Buyer and any consultant hired by Buyer access to and entry to and upon the Property during the Inspection Period to perform inspections as set forth in this Agreement and as determined by Buyer.

ARTICLE VIII
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

8.1 Buyer shall not be obligated to perform under this Agreement unless all of the following shall have occurred:

a. Title. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property, shall have terminated any existing recorded or unrecorded leases, and has caused any parties in possession to have vacated the Property. Title to the Property shall be subject only to the Permitted Exceptions as provided in this Agreement.

b. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

c. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation.

d. Buyer's Investigation. Within the Inspection Period, in its sole discretion, Buyer will inspect the Property to determine if it is suitable for the Buyer's use. Upon execution of this Agreement, Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property for purposes of its inspection and due diligence, including, without limitation, conducting the Survey, soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Buyer deems necessary to determine the suitability of the Property for Buyer's purposes. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. After completion of such inspection, except in the event that Buyer proceeds to Closing, Buyer shall restore the Property to substantially the same condition as before such inspection commenced.

8.2 **In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Agreement for any reason or no reason, the Title Company shall immediately deliver to Buyer the Earnest Money, less the Independent Consideration, which shall be paid to the Seller, this Agreement shall terminate, and neither Party hereto shall have any further obligation or liability under this Agreement to the other Party.**

ARTICLE IX
CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

9.1 Seller shall not be OBLIGATED to perform under this Agreement unless:

a. Closing Documents. Buyer shall have executed at or prior to Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content as set forth herein;

b. Payment of Purchase Price. Buyer shall have delivered to the Title Company the Purchase Price, as adjusted under the terms of this Agreement; and

c. Buyer's Representations and Warranties. Each of Buyer's warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date.

ARTICLE X
CLOSING

10.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Title Company, or at such other place as Seller and Buyer may mutually agree. The Closing Date shall be on or before 5:00 p.m. on the date that is thirty (30) days after the end of the Inspection Period.

10.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver and/or cause the Title Company to deliver to Buyer or its assignees, the following items:

i. a special warranty deed, in form substantially similar to the form attached hereto as Exhibit B duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;

ii. if there are Improvements, a bill of sale in a form to be agreed upon by Buyer and Seller ("Bill of Sale"), signed by Seller;

iii. an affidavit of possession in the form provided by the Title Company executed and sworn to by Seller;

iv. releases for any mortgagees, deeds of trust or other liens arising by, through or under Seller encumbering the Property;

v. a bills paid affidavit verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Property prior to the Closing Date, other than any such bills or claims for which the Title Company is retaining funds from Seller in escrow to pay;

vi. a closing statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Statement") executed by Seller;

vii. the Development Documents; and

viii. All additional documents and instruments the Title Company may reasonably require in order to issue the Title Policy or which Buyer and Seller may mutually reasonably determine are necessary to the proper consummation of this transaction

b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

i. the total Purchase Price, less any credits and/or any adjustments as provided herein;

ii. The Closing Statement executed by the Buyer;

iii. The Development Documents; and

iv. All additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer and Seller

may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

10.4 Costs of Closing.

a. Seller agrees to pay:

i. Seller's attorneys' fees (to be paid outside of Closing); and

ii. all charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

b. Buyer agrees to pay:

i. cost of the basic premium for issuance of the Title Policy required under Section 4.2;

ii. cost of Survey;

iii. all charges for tax certificates;

iv. the cost for the boundary deletion and any other endorsements to the Title Policy if elected by the Buyer;

v. the escrow fees charged by the Title Company;

vi. the cost of any tests or inspections performed on the Property (paid outside of Closing);

vii. fee for recording the deed charged by the Title Company; and

viii. Buyer's attorneys' fees (to be paid outside of Closing).

All other reasonable and necessary costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Bell County, Texas of the type of transaction contemplated by this Agreement.

ARTICLE XI
DEFAULTS AND REMEDIES

11.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to convey the Property at Closing or defaults under any material obligation hereunder.

b. Buyer's Remedies. In the event Seller is in default hereunder, Buyer, as its exclusive remedies: (i) shall be entitled to terminate this Agreement whereupon Buyer shall be entitled to an immediate refund of the Earnest Money, and the Parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue the enforcement of specific performance of this Agreement.

11.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with or perform any of its covenants, agreements, or obligations required of Buyer under this Agreement, including the failure to pay the Purchase Price, as adjusted under this Agreement, at Closing.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller shall be entitled to terminate this Agreement and request that the Title Company deliver the Earnest Money to Seller (on receipt of written notice from Seller that Buyer has defaulted). Such notice to the Title Company need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Agreement.

ARTICLE XII
MISCELLANEOUS

12.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

12.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof and incorporated herein for all purposes.

12.3 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

12.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12.5 Notices and Communications. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; by telephonic facsimile; or by electronic transmission and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier, and (ii) upon transmittal if sent by telephonic facsimile or electronic mail. All communications pertaining to this Agreement or the transaction contemplated by this Agreement between the Parties or any third party to this transaction may be by electronic mail. Buyer's and Seller's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Buyer:	City of Killeen Attn: Kent Cagle City Manager 101 N. College Street Killeen, Bell County, TX 76541 Telephone: 254-501-7619 Email: kcagle@killeentexas.gov
If to the Seller:	Killeen Independent School District Attn: Adam Rich Assistant Superintendent for Facilities Services 200 N WS Young Drive Killeen, Bell County, TX 76543 Telephone: (254) 336-0074 Email: adam.rich@killeenisd.org
With copy to:	Thompson & Horton, LLP Attn: John Hopkins Phoenix Tower, Suite 2000 3200 Southwest Freeway Houston, Texas 77027 Facsimile: 713-583-8884 Email: jhopkins@thompsonhorton.com

12.6 Governing Law and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement. Exclusive venue for any legal proceeding relating to this Agreement shall be in Bell County, Texas.

12.7 Assignment of Agreement. Neither Party may assign this Agreement without the prior written consent of the other Party.

12.8 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether verbal or written, between the Parties, relating to the Property and this transaction and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.9 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid, or unenforceable under present or future laws, then Buyer or Seller may terminate this Agreement by written notice delivered to the other Party and, thereafter, the Parties hereto shall have no further obligations or liabilities hereunder, one to the other.

12.10 Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement may be signed electronic and a signed copy of the Agreement may be transmitted by electronic mail and receipted by the Title Company. All other documents under this transaction, except those that are to be recorded, may be signed electronically and transmitted electronically.

12.11 Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

12.12 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the general warranty deed transferring title to the Property to Buyer will be on Seller and after closing, will be on Buyer.

12.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

12.14 Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter.

12.15 No Representations or Warranties by Seller; Acceptance of Property; Disclaimer.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER

THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS, EXCEPT AS EXPRESSLY SET FORTH HEREIN, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, SELLER HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

BUYER (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES SELLER FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND

WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING AND SHALL BE INCORPORATED INTO THE DEED.

12.16 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and specifically shall not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer.

EXECUTED as of the ____ day of November 2025.

CITY OF KILLEEN	**KILLEEN INDEPENDENT SCHOOL DISTRICT**
By: _____	By:_____
Kent Cagle, City Manager	Dr. King Davis, Superintendent

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Agreement on the _____ day of _____ 2025.

_____

By: _____

Name: _____

Title: _____

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Eighty Thousand and no/100 Dollars ($80,000.00) on the ____ day of _____ 2025.

_____

By: _____

Name: _____

Title: _____

EXHIBIT A-1

PROPERTY DESCRIPTION

A parcel of land containing approximately 5.927 acres out of Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX, also described as 108 W. Jasper Dr., Killeen, TX 76542.

EXHIBIT A-2

PROPERTY SKETCH

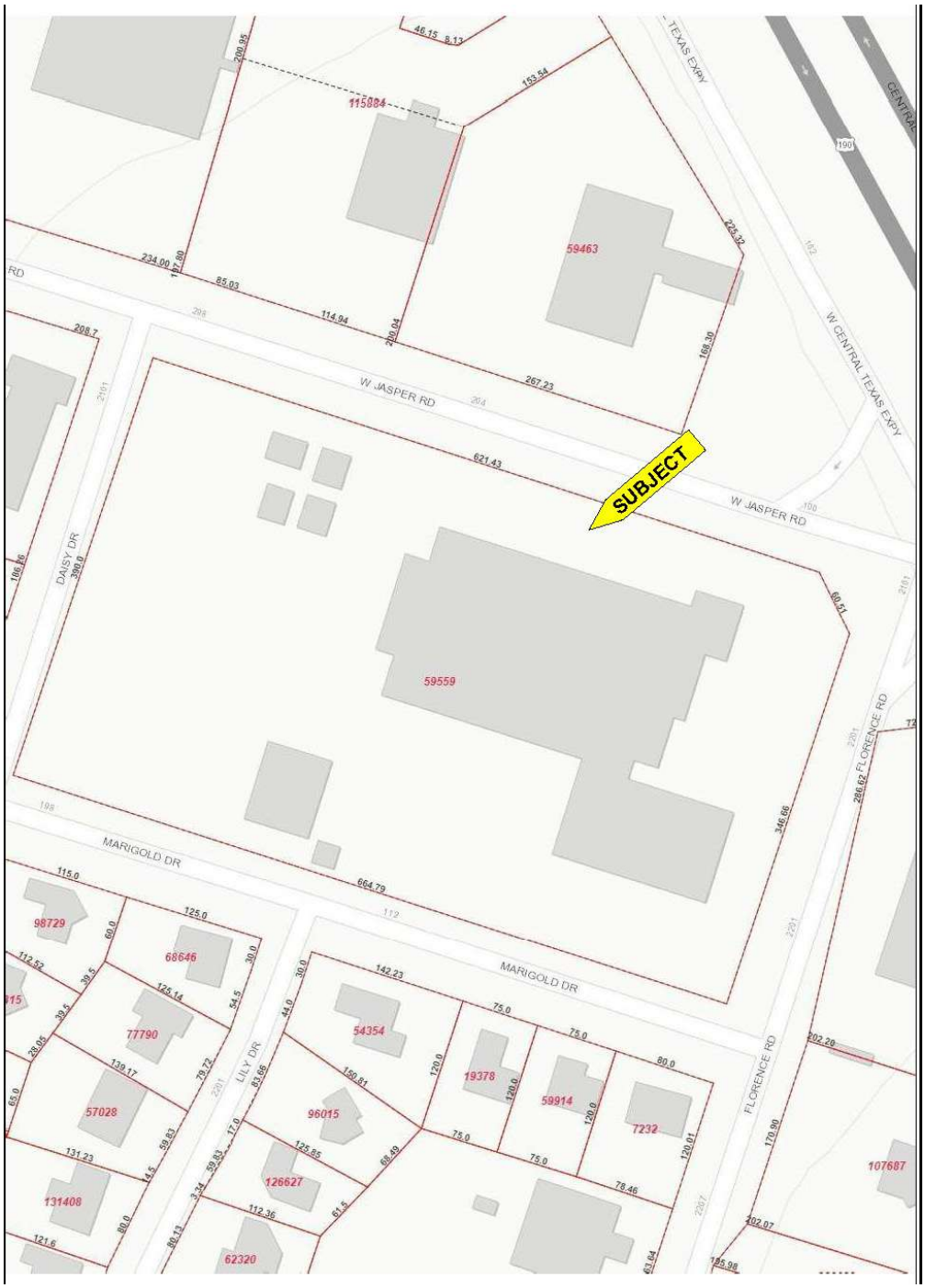


EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE**
COUNTY OF BELL § **PRESENTS:**

That, **KILLEEN INDEPENDENT SCHOOL DISTRICT** ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **CITY OF KILLEEN** ("Grantee"), and Grantee's successors and assigns, that certain parcel containing approximately 5.927 acres out of Lot 1, Block 1, Bellaire Elementary School, Killeen, Bell County, TX, also described as 108 W. Jasper Dr., Killeen, TX 76542, as more particularly described by metes and bounds on the attached Exhibit "A" ("Land") together with all singular rights and appurtenances pertaining to such Land ("Appurtenances") and being owned by Seller, including without limitation (i) all improvements located on and under the Land ("Improvements"); (ii) all ownership and property rights associated with such Land; and (iii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, but not limited to: (a) any Land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (b) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (c) any riparian, appropriative or other water rights of Seller appurtenant to such Land and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity or other utility facilities to the extent same pertain to or benefit such Land; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (f) any reversionary interests benefiting such Land; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade of any such highway, street, road or avenue; and (h) any easement across, adjacent to or benefiting the such Land, existing or abandoned (collectively the Land, Improvements, and Appurtenances are referred to as "Property").

This conveyance is made by Grantor and accepted by Grantee subject to permitted exceptions described in Exhibit "B" attached hereto and incorporated herein by reference as though set forth at length, to the extent such matters are valid, currently in effect, and affect or pertain to the Property ("Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the Permitted Exceptions, Grantor does by these presents bind itself, its respective heirs, administrators, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED _____, 2025, EXECUTED BY GRANTOR, AS SELLER, AND GRANTEE, AS BUYER, RELATING TO THE SALE AND PURCHASE OF THE PROPERTY, AS THE SAME MAY HAVE BEEN AMENDED (THE "AGREEMENT") AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE MADE HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION

PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, GRANTOR HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

BY ACCEPTING THIS DEED, GRANTEE (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES SELLER FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

[*Signatures appear on the following pages*]

[*Signature page for Special Warranty Deed – 5.927 Acres*]

EXECUTED this _____ day of _____, 2025.

GRANTOR:

KILLEEN INDEPENDENT SCHOOL DISTRICT

By:_____
Board President

THE STATE OF TEXAS §
§
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2025, by _____.

_____
Notary Public – State of Texas

Printed Name:_____
My Commission Expires:

GRANTEE:

CITY OF KILLEEN

By: _____
Kent Cagle, City Manager

THE STATE OF TEXAS §
§
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2025, by _____.

_____
Notary Public – State of Texas

Printed Name:_____
My Commission Expires:

AFTER RECORDING RETURN TO GRANTEE AT:

EXHIBIT A TO DEED

Legal Description

[Signed and Sealed Surveyor's Field Notes]

EXHIBIT B TO DEED

Permitted Exceptions

[TO COME]

INTEROFFICE MEMORANDUM

TO: Kent Cagle, City Manager

FROM: James C. Kubinski, Fire Chief

DATE: December 26, 2025

SUBJECT: **VOLUNTARY LAND ACQUISITION PROCESS FOR FIRE STATION #5 RELOCATION**

During the FY26 budget process, the Killeen City Council approved $9 million through the Capital Improvement Program for the construction and relocation of Fire Station #5. Multiple City-owned sites were evaluated based on the project's operational needs, scope, and required footprint. The existing Fire Station #5, which is currently City-owned, was assessed for potential renovation and expansion; however, the available land was determined to be insufficient to accommodate the project requirements. Additionally, no other nearby City-owned properties offered adequate space to support the development. As a result, in October and November 2025, Killeen Fire Department Chief Officers identified alternative land parcels as potential sites for the new facility.

As potential properties were evaluated, the Killeen Fire Department Master Plan—completed by a third-party consultant in 2021—was used to guide site selection. The master plan indicated that the new Fire Station #5 should be located relatively close to the existing station at 905 W. Jasper Road to ensure continued timely response to incidents within the designated service area. Accordingly, multiple sites within the identified area were evaluated during November and December 2025. The sites considered include the following:

- 2200 Andover Drive – 0.60 Acres – Area too small – Not currently for sale
- 2206 Florence Road – 0.75 Acres – Area too small - Not currently for sale
- 1618 S. Fort Hood Street - 1 Acre – Area too small - Not currently for sale

During this period, Killeen Fire Department Chief Officers engaged the Killeen Independent School District (KISD) regarding a potential surplus property located at 108 W. Jasper Road, the former site of Bellaire Elementary School. Through these discussions, the property was confirmed as surplus and available for purchase. This KISD-owned site meets all criteria identified by the Killeen Fire Department for the Fire Station #5 project. Those criteria include the following:

- 3.5 acres for current need and future growth of a centrally located station.
- Commercial area to minimize impact on residential subdivisions adjacent to the property.
- Located in an area identified in the Master Plan as properly located to continue meeting established response time criteria.

It is my recommendation to proceed with the voluntary acquisition process to negotiate the purchase of the former Bellaire Elementary School property, consisting of approximately 6.5 acres, from the Killeen Independent School District. The property, located at 905 W. Jasper Road, would be utilized for the construction of the City of Killeen Fire Station #5. Upon completion of the project, personnel and equipment currently housed at the existing Fire Station #5, located at 903 W. Jasper Road, would be relocated to the new facility. The existing station building would then be offered to the Water Department for use in support of its current operations. Additionally, it is recommended that any portion of the acquired property determined to be surplus following completion of the fire station design be rezoned for commercial use and sold through an approved City process at a future date.

Voluntary Acquisition Process Outline

- Proper notifications to be sent to owner (KISD) to inform owner that the City will not use the power of eminent domain authority to acquire said property.
- City will notify KISD that the City will not acquire the property if negotiations fail.
- Fair Market Value will be determined by appraisal of said property.
- Appraisal will meet the definition found at 49 CFR 24.2 (a) (3).
- City will inform KISD in writing of the estimated market value.
- Owner and any owner occupants are not eligible for relocation assistance/displaced tenants may be eligible (see 24.2 (a) (9) (ii).

Daisy Dr
W Jasper Dr
United
FIRE STATION #5 SITE
Bellaire Elementary School
DEMOLITION AND FUTURE ZONING REQUEST TO COMMERCIAL
Florence Rd
Marigold Dr
Marigold Dr

LAND PURCHASE OF BELLAIRE PROPERTY FROM KISD FOR FS#5

RS-26-020

January 20, 2026

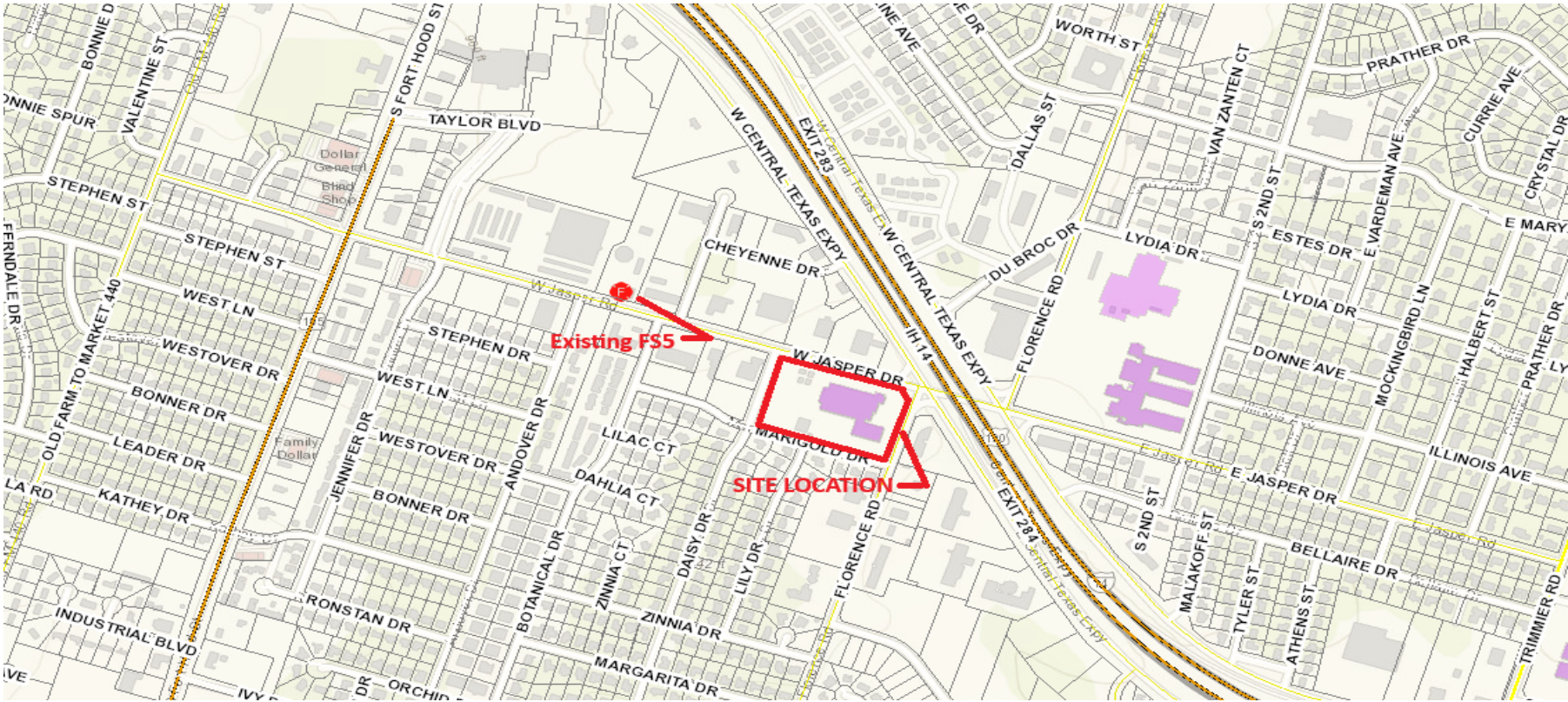
Background and Findings

- City Council approved $9,000,000.00 in funding for a new Fire Station #5 in the FY 2026 Budget.
- The existing station is undersized and in need of replacement.
- The new station will need a larger size with Four (4) bays for vehicles.
- The new station will help with overall response times, maintain the City's Insurance Services Organization (ISO) rating, and add much needed resources to the fire department.

Background and Findings

- The property at 108 W. Jasper Road (Bellaire Elementary School) was identified and considered.
- The property found to be ideal for many reasons:
  - Topography – Relatively Flat
  - Proximity to existing Fire Station #5
  - Size is approximately 5.9 acres

Location Map



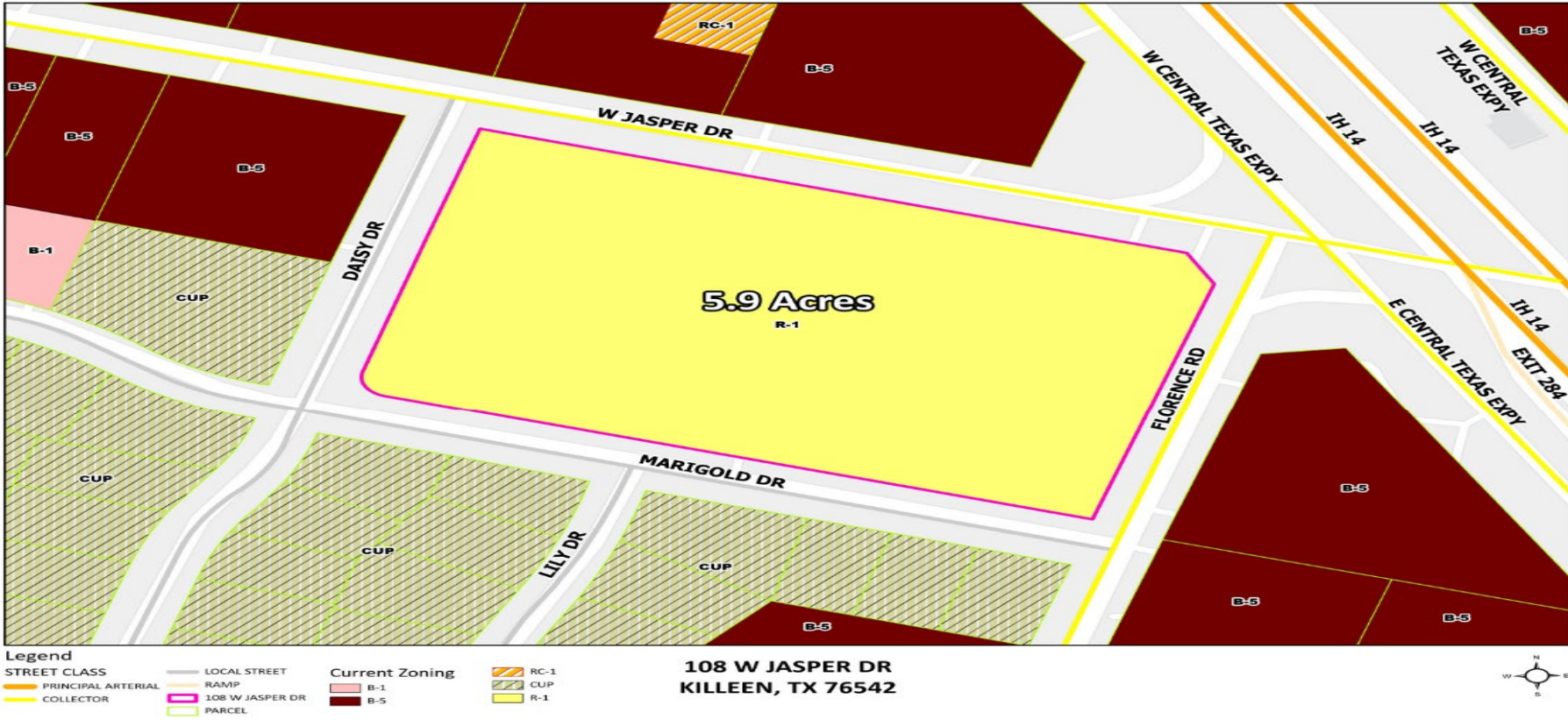
Aerial Map

W JASPER DR
DAISY DR
5.9 Acres
W CENTRAL TEXAS EXPY
IH 14
IH 14
FLORENCE RD
E CENTRAL TEXAS EXPY
IH 14
MARIGOLD DR
LILY DR

Site Layout

FIRE STATION #5 SITE
DEMOLITION AND FUTURE ZONING REQUEST TO COMMERCIAL
Bellaire Elementary School
Daisy Dr
W Jasper Dr
Florence Rd
Marigold Dr
Marigold Dr
United States

Zoning Map


RC-1
B-5
B-5
B-5
B-5
B-5
B-1
CUP
W JASPER DR
DAISY DR
5.9 Acres
R-1
W CENTRAL TEXAS EXPY
IH 14
IH 14
W CENTRAL TEXAS EXPY
B-5
IH 14
E CENTRAL TEXAS EXPY
EXIT 284
FLORENCE RD
MARIGOLD DR
CUP
CUP
LILY DR
CUP
B-5
B-5
B-5
B-5
Legend
STREET CLASS
PRINCIPAL ARTERIAL
COLLECTOR
LOCAL STREET
RAMP
108 W JASPER DR
PARCEL
Current Zoning
B-1
B-5
RC-1
CUP
R-1
108 W JASPER DR
KILLEEN, TX 76542

Financial Impact

- Land Purchase of the Bellaire Property is in the amount of $803,000.00
  - Appraisal completed and both parties agree to the valuation.
  - Demolition Costs were removed from the appraisal for the offer amount.
  - Full amount is budgeted within the project.

Recommendation

- Staff recommends the purchase of the 5.93 acres of land located at 108 W. Jasper Road, from the Killeen Independent School District for the construction of Fire Station #5 in the amount of $803,000.00

City of Killeen

Staff Report

File Number: RS-26-021

Consider a memorandum/resolution accepting the resignation of Councilmember At-Large Jose Segarra and discuss and consider the appointment process.

To the Honorable Mayor, Members of the City Council, and the City Secretary:

Please accept this letter as my formal resignation from my position as **City Councilmember At-Large for the City of Killeen**, effective **January 14**.

It has been an honor and a privilege to serve the residents of Killeen in this role. I am grateful for the opportunity to work alongside my fellow councilmembers, city staff, and community partners in addressing the needs of our city and working toward a stronger future for Killeen.

I remain deeply appreciative of the trust placed in me by the voters and the community. I will continue to support the City of Killeen and wish the Council and staff continued success in serving our residents.

Respectfully,

Jose L. Segarra
City Councilmember At-Large
City of Killeen

City of Killeen

Staff Report

File Number: PH-26-002

Hold a public hearing and consider an ordinance amending the Fiscal Year 2026 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

FROM: **Judith Tangalin, Executive Director of Finance**

SUBJECT: **FY 2026 Budget Amendment**

BACKGROUND AND FINDINGS:

Per the City's Financial Governance Policies, Section V. Budget Administration (B)(1), City Council may amend or change the budget by ordinance. Additionally, Article V, Section 56 of the City Charter requires a public hearing before finalizing any budget amendments that add or increase appropriations.

This budget amendment amends the FY 2026 Annual Budget to increase revenue and expenditure accounts in multiple funds, as reflected in the attached ordinance. The amendment **consists of the carry forward of FY 2025 encumbered but unexpended appropriations into FY 2026** to allow completion of previously approved projects and services that extended beyond the prior fiscal year.

The amendment also includes limited additional adjustments authorized by City Council, including the allocation of previously approved funding and the recognition of loan proceeds and related debt service.

The required Notice of Public Hearing was published in the local newspaper on January 15, 2026.

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not approve the ordinance amending the FY 2026 Annual Budget.
Option 2 - Approve the ordinance amending the FY 2026 Annual Budget.

Which alternative is recommended? Why?

Option 2 is recommended to approve the ordinance amending the FY 2026 Annual Budget.

CONFORMITY TO CITY POLICY:

This action conforms to the City Charter and the City's Financial Governance Policies, which authorize City Council to amend the Annual Budget by ordinance following a public hearing. The proposed amendment ensures that appropriations reflected in the attached ordinance are properly aligned with approved expenditures, funding sources, and accounting requirements for FY 2026.

FINANCIAL IMPACT:

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

The proposed amendment increases FY 2026 revenues and expenditures across multiple funds, primarily related to the carry forward of prior-year encumbered appropriations and previously approved actions. The financial impact is summarized below by fund and distinguishes between non-grant-related and grant-related appropriations.

Non-Grant Related Appropriations	**Revenues**	**Expenditures**
Governmental CIP	$1,908,875	$1,908,875
General Fund	58,278	706,213
Water and Sewer Enterprise	0	221,192
Opioid Settlement	0	144,618
Water Impact Fee	0	132,551
Hotel Occupancy Tax	0	68,924
Police State Seizure	0	23,426
Aviation Enterprise	0	13,736
Golf Course Enterprise	0	10,418
Solid Waste Enterprise	0	1,431
Subtotal	**$1,967,153**	**$3,231,384**

Grant Related Appropriations	**Revenues**	**Expenditures**
HOME Program	$471,627	$471,627
Law Enforcement Grants	61,045	61,045
Subtotal	**$532,672**	**$532,672**

Total	**$2,499,825**	**$3,764,056**

For non-grant-related funds, the amendment reflects an increase of **$1,967,153 in revenues** and **$3,231,384 in expenditures**, related to the carry forward of prior-year encumbered appropriations and other previously approved actions. These increases are supported by available fund balance, restricted revenues, and approved financing. Grant-related appropriations increase both revenues and expenditures by **$532,672**, reflecting the timing of grant-funded activities within the HOME Program and Law Enforcement Grants. In total, the amendment increases revenues by **$2,499,825** and expenditures by **$3,764,056**.

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

One-time

Is this revenue/expenditure budgeted?

Upon approval of the attached ordinance amending the FY 2026 Annual Budget

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 approval of the attached ordinance amending the FY 2026 Annual Budget

RECOMMENDATION:

City Council approve the ordinance amending the FY 2026 Annual Budget

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2026 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2025 to September 30, 2026, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to amend the FY 2026 Annual Budget; and

WHEREAS, the budget amendment requires City Council approval;

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

SECTION 1. That Ordinance 25-049, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2025 to September 30, 2026, be amended as to the portion of said budget as follows:

Revenues:

Account Number	Description	Budget Change	Budget
100-43100-100-100-281356	Federal Grant/Reimbursement		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	40,523	
	Budget Change Sub-total	40,523	
	Account Sub-total		40,523
100-43100-100-100-282351	Federal Grant/Reimbursement		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	17,755	
	Budget Change Sub-total	17,755	
	Account Sub-total		17,755
211-43100-500-520-421900	Federal Grant/Reimbursement		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	22,431	
	Appropriate reconciled HOME Grant budgets to correct current activity budgets.	60,523	
	Budget Change Sub-total	82,954	
	Account Sub-total		82,954

Revenues (continued):

Account Number	Description	Budget Change	Budget
211-43100-500-520-422000	Federal Grant/Reimbursement		$ 2,389
	Appropriate reconciled HOME Grant budgets to correct current activity budgets.	31,300	
	Budget Change Sub-total	31,300	
	Account Sub-total		33,689
211-43100-500-520-422100	Federal Grant/Reimbursement		$ 69,820
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	25,179	
	Budget Change Sub-total	25,179	
	Account Sub-total		94,999
211-43100-500-520-422200	Federal Grant/Reimbursement		$ 76,312
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	224,020	
	Appropriate reconciled HOME Grant budgets to correct current activity budgets.	108,174	
	Budget Change Sub-total	332,194	
	Account Sub-total		408,506
270-43100-210-210-223251	Federal Grant/Reimbursement		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	24,855	
	Budget Change Sub-total	24,855	
	Account Sub-total		24,855
270-43100-210-210-224252	Federal Grant/Reimbursement		$ 813
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	36,190	
	Budget Change Sub-total	36,190	
	Account Sub-total		37,003

Revenues (continued):

Account Number	Description	Budget Change	Budget
300-49100-900-990-000000	Transfer from Fund 100		$ 3,162,854
	Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R	318,146	
	Budget Change Sub-total	318,146	
	Account Sub-total		3,481,000
300-49882-100-100-000000	Loan Proceeds		$ -
	Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R	1,590,729	
	Budget Change Sub-total	1,590,729	
	Account Sub-total		1,590,729
	REVENUES TOTAL	**$ 2,499,825**	**$ 5,812,013**

Expenditures:

Account Number	Description	Budget Change	Budget
100-52135-250-252-000000	Supply-Minor Capital		$ 287,422
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	23,959	
	Budget Change Sub-total	23,959	
	Account Sub-total		311,381
100-53110-160-161-000000	RM-Building		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	87,924	
	Budget Change Sub-total	87,924	
	Account Sub-total		87,924
100-53110-190-191-000000	RM-Building		$ 2,450
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	9,753	
	Budget Change Sub-total	9,753	
	Account Sub-total		12,203
100-53110-700-701-000000	RM-Building		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	45,084	
	Budget Change Sub-total	45,084	
	Account Sub-total		45,084

Expenditures (continued):

Account Number	Description	Budget Change	Budget
100-53315-250-252-000000	RM-Equipment & Machinery		$ 519,887
	Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R	(318,146)	
	Budget Change Sub-total	(318,146)	
	Account Sub-total		201,741
100-54210-700-701-000000	Misc. Services & Charges		$ 71,367
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	32,826	
	Budget Change Sub-total	32,826	
	Account Sub-total		104,193
100-54240-700-701-000000	Misc. Services & Charges		$ 67,872
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	27,610	
	Budget Change Sub-total	27,610	
	Account Sub-total		95,482
100-54250-160-162-000000	Misc. Services & Charges		$ 1,870
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	9,200	
	Budget Change Sub-total	9,200	
	Account Sub-total		11,070
100-54250-500-505-000000	Misc. Services & Charges		$ 43,308
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	45,500	
	Budget Change Sub-total	45,500	
	Account Sub-total		88,808
100-54300-210-215-225641	Misc. Services & Charges		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	19,527	
	Budget Change Sub-total	19,527	
	Account Sub-total		19,527

Expenditures (continued):

Account Number	Description	Budget Change	Budget
100-55124-700-701-281356	DE-Programs (ARPA)		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	40,523	
	Budget Change Sub-total	40,523	
	Account Sub-total		40,523
100-55124-700-701-282351	DE-Programs (ARPA)		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	17,755	
	Budget Change Sub-total	17,755	
	Account Sub-total		17,755
100-55124-700-701-922002	DE-Programs (PFC)		$ -
	Allocate unspent FY 2025 PFC appropriations for the Grocery Store Initiative.	65,000	
	Budget Change Sub-total	65,000	
	Account Sub-total		65,000
100-56315-280-281-000000	CAP-Equipment & Machinery		$ 4,875
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	185,500	
	Budget Change Sub-total	185,500	
	Account Sub-total		190,375
100-56315-300-310-000000	CAP-Equipment & Machinery		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	96,052	
	Budget Change Sub-total	96,052	
	Account Sub-total		96,052
100-59300-700-701-000000	Transfer to Fund 300		$ 3,162,854
	Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R	318,146	
	Budget Change Sub-total	318,146	
	Account Sub-total		3,481,000

Expenditures (continued):

Account Number	Description	Budget Change	Budget
211-55124-500-520-421926	DE-Programs		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	22,431	
	Budget Change Sub-total	22,431	
	Account Sub-total		22,431
211-55124-500-520-421940	DE-Programs		$ -
	Appropriate reconciled HOME Grant budgets to correct current activity budgets.	60,523	
	Budget Change Sub-total	60,523	
	Account Sub-total		60,523
211-55124-500-520-422040	DE-Programs		$ -
	Appropriate reconciled HOME Grant budgets to correct current activity budgets.	31,300	
	Budget Change Sub-total	31,300	
	Account Sub-total		31,300
211-55124-500-520-422126	DE-Programs		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	25,179	
	Budget Change Sub-total	25,179	
	Account Sub-total		25,179
211-55124-500-520-422226	DE-Programs		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	224,020	
	Appropriate reconciled HOME Grant budgets to correct current activity budgets.	108,174	
	Budget Change Sub-total	332,194	
	Account Sub-total		332,194

Expenditures (continued):

Account Number	Description	Budget Change	Budget
213-55124-500-501-630002	DE-Programs		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	11,894	
	Opioid Abatement Settlement revenue and corresponding program expenditures allocated in the Opioid Settlement Fund, per CCMR 25-136R	132,724	
	Budget Change Sub-total	144,618	
	Account Sub-total		144,618
214-55660-160-162-000000	DE-Grants to the Arts		$ 125,000
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	68,924	
	Budget Change Sub-total	68,924	
	Account Sub-total		193,924
270-55670-210-215-223251	Pass Thru Grants		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	24,855	
	Budget Change Sub-total	24,855	
	Account Sub-total		24,855
270-55670-210-215-224252	Pass Thru Grants		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	36,190	
	Budget Change Sub-total	36,190	
	Account Sub-total		36,190
271-54300-210-215-225641	MSC-Software Subscription		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	23,426	
	Budget Change Sub-total	23,426	
	Account Sub-total		23,426
300-56315-250-252-000000	CAP-Equipment & Machinery		$ -
	Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R	1,590,729	
	Budget Change Sub-total	1,590,729	
	Account Sub-total		1,590,729

Expenditures (continued):

Account Number	Description	Budget Change	Budget
300-57150-800-250-000000	DEBT-Loan Principal		$ -
	Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R	318,146	
	Budget Change Sub-total	318,146	
	Account Sub-total		318,146
351-54250-900-450-000000	MSC-Professional Services		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	132,551	
	Budget Change Sub-total	132,551	
	Account Sub-total		132,551
525-54210-600-601-000000	MSC-Accounting Services		$ 17,044
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	13,736	
	Budget Change Sub-total	13,736	
	Account Sub-total		30,780
530-53110-300-304-000000	RM-Building		$ -
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	10,418	
	Budget Change Sub-total	10,418	
	Account Sub-total		10,418
540-54210-700-701-000000	MSC-Accounting Services		$ 7,941
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	1,431	
	Budget Change Sub-total	1,431	
	Account Sub-total		9,372
550-56315-400-404-000000	CAP-Equipment & Machinery		$ 318,000
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	135,000	
	Budget Change Sub-total	135,000	
	Account Sub-total		453,000

Expenditures (continued):

Account Number	Description	Budget Change	Budget
550-56315-400-405-000000	CAP-Equipment & Machinery		$ 497,000
	Carry forward of FY 2025 encumbered but unexpended appropriations to FY 2026	86,192	
	Budget Change Sub-total	86,192	
	Account Sub-total		583,192
	EXPENDITURES TOTAL	**$ 3,764,056**	**$ 8,890,946**

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 20th day of January, 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM:

_____
Holli C. Clements, CITY ATTORNEY

FY 2026 BUDGET AMENDMENT
CARRY FORWARD

PH-26-002

January 20, 2026

Budget Amendment

City policy and the City Charter authorize Council to amend the budget by ordinance

Appropriations lapse at fiscal year-end unless spent or encumbered

This amendment primarily carries forward prior-year encumbered appropriations to complete approved projects and services extending beyond September 30

Includes limited number of previously approved adjustments

Required public hearing notice published January 15, 2026

Reference: Financial Governance Policy, Section V.B.(1); City Charter, Article V, Section 56

Budget Amendment

General Fund

- Carry forward FY 2025 encumbered appropriations including Animal Services crematorium, Finance building renovation, Fitness Equipment for Fire Station 4 and RH Community Center, ARPA-funded Public Safety Mental Health services, Library Master Plan, City Hall water line repair, interim audit services, Legal Services, PD Software, and Municipal Court window replacement

	FY 2026 Budget	Budget Change	Amended Budget
Federal Grant/Reimbursement	$ -	$ 58,278	$ 58,278
Fund Balance Applied	-	582,935	
Total Revenue	**$ -**	**$ 641,213**	**$ 58,278**
CAP-Equipment & Machinery	$ 4,875	$ 281,552	$ 286,427
RM-Building	2,450	142,761	145,211
Misc. Services & Charges	184,417	134,663	319,080
DE-Programs (ARPA)	-	58,278	58,278
Supply-Minor Capital	287,422	23,959	311,381
Total Expense	**$ 479,164**	**$ 641,213**	**$ 1,120,377**

Budget Amendment

General Fund (continued)

General Fund

- Allocate unspent PFC appropriations to support the Grocery Store Initiative
- Transfer budgeted first payment for cardiac monitors to Gov't CIP fund

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 65,000	
Total Revenue	**$ -**	**$ 65,000**	**$ -**
Transfer to Fund 300	$ 3,162,854	$ 318,146	$ 3,481,000
RM-Equipment & Machinery	519,887	(318,146)	201,741
DE-Programs (PFC)	-	65,000	65,000
Total Expense	**$ 3,682,741**	**$ 65,000**	**$ 3,747,741**

Budget Amendment

Governmental CIP Fund

- Recognition of loan proceeds and associated debt service for financed cardiac monitors, per Resolution 25-178R

	FY 2026 Budget	Budget Change	Amended Budget
Loan Proceeds	$ -	$ 1,590,729	$ 1,590,729
Transfer from Fund 100	3,162,854	318,146	3,481,000
Total Revenue	**$ 3,162,854**	**$ 1,908,875**	**$ 5,071,729**
CAP-Equipment & Machinery	$ -	$ 1,590,729	$ 1,590,729
DEBT-Loan Principal	-	318,146	318,146
Total Expense	**$ -**	**$ 1,908,875**	**$ 1,908,875**

Budget Amendment

Water Impact Fee Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 132,551	
Total Revenue	**$ -**	**$ 132,551**	**$ -**
MSC-Professional Services	$ -	$ 132,551	$ 132,551
Total Expense	**$ -**	**$ 132,551**	**$ 132,551**

Budget Amendment

Opioid Settlement Fund

- Appropriation of settlement program expenditures ($132,724)
- Carry forward FY 2025 encumbered but unexpended appropriations ($11,894)

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 144,618	
Total Revenue	**$ -**	**$ 144,618**	**$ -**
DE-Programs	$ -	$ 144,618	$ 144,618
Total Expense	**$ -**	**$ 144,618**	**$ 144,618**

Budget Amendment

HOME Program Fund

- Carry forward FY 2025 encumbered grant-related revenue and expenditure appropriations ($271,630)
- Appropriate reconciled HOME Grant budgets to correct current activity budgets ($199,997)

	FY 2026 Budget	Budget Change	Amended Budget
Federal Grant/Reimbursement	$ 148,521	$ 471,627	$ 620,148
Total Revenue	**$ 148,521**	**$ 471,627**	**$ 620,148**
DE-Programs	$ -	$ 471,627	$ 471,627
Total Expense	**$ -**	**$ 471,627**	**$ 471,627**

Budget Amendment

Hotel Occupancy Tax Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 68,924	
Total Revenue	**$ -**	**$ 68,924**	**$ -**
DE-Grants to the Arts	$ 125,000	$ 68,924	$ 193,924
Total Expense	**$ 125,000**	**$ 68,924**	**$ 193,924**

Budget Amendment

Special Revenue Funds

Law Enforcement Grant Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Federal Grant/Reimbursement	$ 813	$ 61,045	$ 61,858
Total Revenue	**$ 813**	**$ 61,045**	**$ 61,858**
Pass Thru Grants	$ -	$ 61,045	$ 61,045
Total Expense	**$ -**	**$ 61,045**	**$ 61,045**

Budget Amendment

Police State Seizure Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 23,426	
Total Revenue	**$ -**	**$ 23,426**	**$ -**
MSC-Software Subscription	$ -	$ 23,426	$ 23,426
Total Expense	**$ -**	**$ 23,426**	**$ 23,426**

Budget Amendment

Aviation Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 13,736	
Total Revenue	**$ -**	**$ 13,736**	**$ -**
MSC-Accounting Services	$ 17,044	$ 13,736	$ 30,780
Total Expense	**$ 17,044**	**$ 13,736**	**$ 30,780**

Budget Amendment

Solid Waste Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 1,431	
Total Revenue	**$ -**	**$ 1,431**	**$ -**
MSC-Accounting Services	$ 7,941	$ 1,431	$ 9,372
Total Expense	**$ 7,941**	**$ 1,431**	**$ 9,372**

Budget Amendment

Golf Course Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 10,418	
Total Revenue	**$ -**	**$ 10,418**	**$ -**
RM-Building	$ -	$ 10,418	$ 10,418
Total Expense	**$ -**	**$ 10,418**	**$ 10,418**

Budget Amendment

Water & Sewer Fund

- Carry forward FY 2025 encumbered but unexpended appropriations

	FY 2026 Budget	Budget Change	Amended Budget
Fund Balance Applied	$ -	$ 221,192	
Total Revenue	**$ -**	**$ 221,192**	**$ -**
CAP-Equipment & Machinery	$ 815,000	$ 221,192	$ 1,036,192
Total Expense	**$ 815,000**	**$ 221,192**	**$ 1,036,192**

Budget Amendment

Budget Change Summary

Revenue	Adopted Budget	CIP Roll	Carry Forward	Amended Budget
General Fund	74,679,806	-	58,278	74,738,084
Enterprise Funds	95,000,712	-	-	95,000,712
Capital Project Funds	24,509,303	9,312,808	1,908,875	35,730,986
Special Revenue Funds	25,913,685	-	532,672	26,446,357
Internal Service Funds	22,340,464	-	-	22,340,464
Debt Service Fund	20,396,741	-	-	20,396,741
**Fund Balance Applied/(Added)*	*76,268,107*	*173,805,675*	*1,264,231*	*251,338,013*
Total	**$ 339,108,818**	**$ 183,118,483**	**$ 3,764,056**	**$ 525,991,357**

Expenditure	Adopted Budget	CIP Roll	Carry Forward	Amended Budget
General Fund	133,347,455	-	706,213	134,053,668
Enterprise Funds	94,599,209	-	246,777	94,845,986
Capital Project Funds	39,357,498	173,140,657	2,041,426	214,539,581
Special Revenue Funds	27,376,529	9,977,826	769,640	38,123,995
Internal Service Funds	23,340,569	-	-	23,340,569
Debt Service Fund	21,087,558	-	-	21,087,558
Total	**$ 339,108,818**	**$ 183,118,483**	**$ 3,764,056**	**$ 525,991,357**

**Fund Balance Applied/(Added) reflects the difference between revenues and expenditures. Positive amounts represent prior-year revenues held in reserve and appropriated in the current year to support multi-year projects (including CIP rollovers). Negative amounts represent current-year revenues exceeding expenditures, which are added to reserves.*

Recommendation

City Council approve the ordinance amending the FY 2026 Annual Budget

City of Killeen

Staff Report

File Number: PH-26-003

Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services on behalf of Clear Creek Commercial, Ltd. **(FLUM#25-06)** to amend the Comprehensive Plan's Future Land Use Map from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 1.81 acres out of T. Robinett Survey, Abstract No. 686. The subject property is locally addressed 5201 West Stan Schlueter Loop, Killeen, Texas.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **FLUM Case # FLUM25-06: 'RC' to 'RM'**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Clear Creek Commercial Ltd.
Agent: Central Texas Land Development Services
Current FLUM Designation: 'Regional Commercial' (RC)
Requested FLUM Designation: 'Residential Mix' (RM)
Current Zoning: "B-5" (Business District)
Growth Sector: Intended Growth (IG)
Development Zone: 4

Summary of Request:

Central Texas Land Development Services is requesting an amendment to the Future Land Use Map (FLUM) for 1.81 acres of the T. Robinett Survey (Abstract No. 686), part of a tract conveyed to Clear Creek Commercial, Ltd. The amendment seeks to change the land's designation from Regional Commercial 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 property was annexed into the City of Killeen corporate limits on June 7, 1999, via Ordinance No. 99-84. The property was subsequently rezoned to "A" (Agricultural District), and in 2003, it was zoned "B-5" (Business District) via Ordinance No. 03-27. The property is not platted, but existing city infrastructure is available.

Character of the Area:

North: Undeveloped property zoned "B-5" (Business District), "R-1" (Single-Family Residential District), and "R-2" (Two-Family Residential District)
South: Undeveloped land zoned "B-3" (Local Business District)
East: Undeveloped property zoned "B-5" (Business District)
West: Developed and undeveloped property zoned "B-5" (Business District)

Future Land Use Map Analysis:

The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Intended Growth' sector includes property that is in close proximity to existing development and has access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

These 'Regional Commercial' places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses, including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial. This place type encourages a one hundred percent (100%) nonresidential and a fifty percent (50%) 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. Staff is of the determination that the requested FLUM amendment is consistent with the recommendations of the Killeen 2040 Comprehensive Plan. Proposed development within the 'Intended Growth', The Comprehensive Plan further 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". Staff finds that the proposed development does meet these objectives.

2. *Is the proposed amendment compatible with the character of the surrounding area?*

   Yes. The surrounding area is a mix of "R-1" Single-Family Residential District, "R-2" Two-Family Residential District, and "B-5" Business District. Staff is of the opinion that the subject property could be suited to residential development rather than to commercial development.

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 will not be required for the proposed use.

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, and commercial development of the property has proven not to be viable. 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 property is located within the Nolan Creek/Leon River Watershed. It is situated in Zone X (outside the 0.2% Annual Chance Flood Hazard Area), as per the Federal Emergency Management Agency Flood Insurance Rate Map 48027C0260E, effective September 26, 2008.

   The property is not located in any wetlands or riverine areas, as indicated on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

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?*

   While there has not been a significant change in market conditions, available infrastructure, or neighborhood character, staff finds that the subject property is not well-suited for commercial development due to its location and visibility. Therefore, staff is of the determination that the subject property would be better suited for residential development.

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 determination 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

Community Infrastructure:

Existing Conditions - Water, Sewer, and Drainage Service
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.

Water services are available for Bell County Appraisal District (BCAD) Parcel #371134 via an existing 6" water distribution main located on the western side of Dayton Dr. and an existing 6" water distribution main located on the southern side of John David Dr.

Wastewater services are available for BCAD Parcel #371134 via an existing 6" wastewater main located on the eastern side of Dayton Dr. and an existing 6" wastewater main located on the northern side of John David Dr.

Unknown storm sewer infrastructure exists along the northern ROW of W. Stan Schlueter Loop, which may serve BCAD Parcel #371134.

Transportation and Thoroughfare Plan:

Access is via W. Stan Schlueter Loop (135' ROW - Minor Arterial), Dayton Dr. (50' ROW - Local Road), and John David Dr. (50' ROW- Local Road).

The current land use classification for the property is "Regional Commercial". The property is undeveloped and generates no appreciable traffic.

The proposed land use classification is "Residential Mix" and is expected to contain 6-8 residential structures at build-out. Based on the information contained in the 10th Edition of the ITE Trip Generation documents and the anticipated proposed use of the property, there will not be a substantial increase in traffic volume as a result of this future land use map update.

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 property is in the Nolan Creek / Leon River Watershed and is located within Zone X (Outside the 0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0260E with effective date September 26, 2008.

The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification:

Staff notified ten (10) surrounding property owners regarding this request. To date, staff has received zero (0) written responses in opposition and zero (0) in support of this request.

Staff Findings:

The subject property is zoned "B-5" (Business District). While the site itself remains largely undeveloped, the surrounding area contains a mix of single-family, two-family residential, and commercial uses. If approved, the applicant's request would provide for 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 'Regional Commercial '(RC) to 'Residential Mix' (RM) as presented.

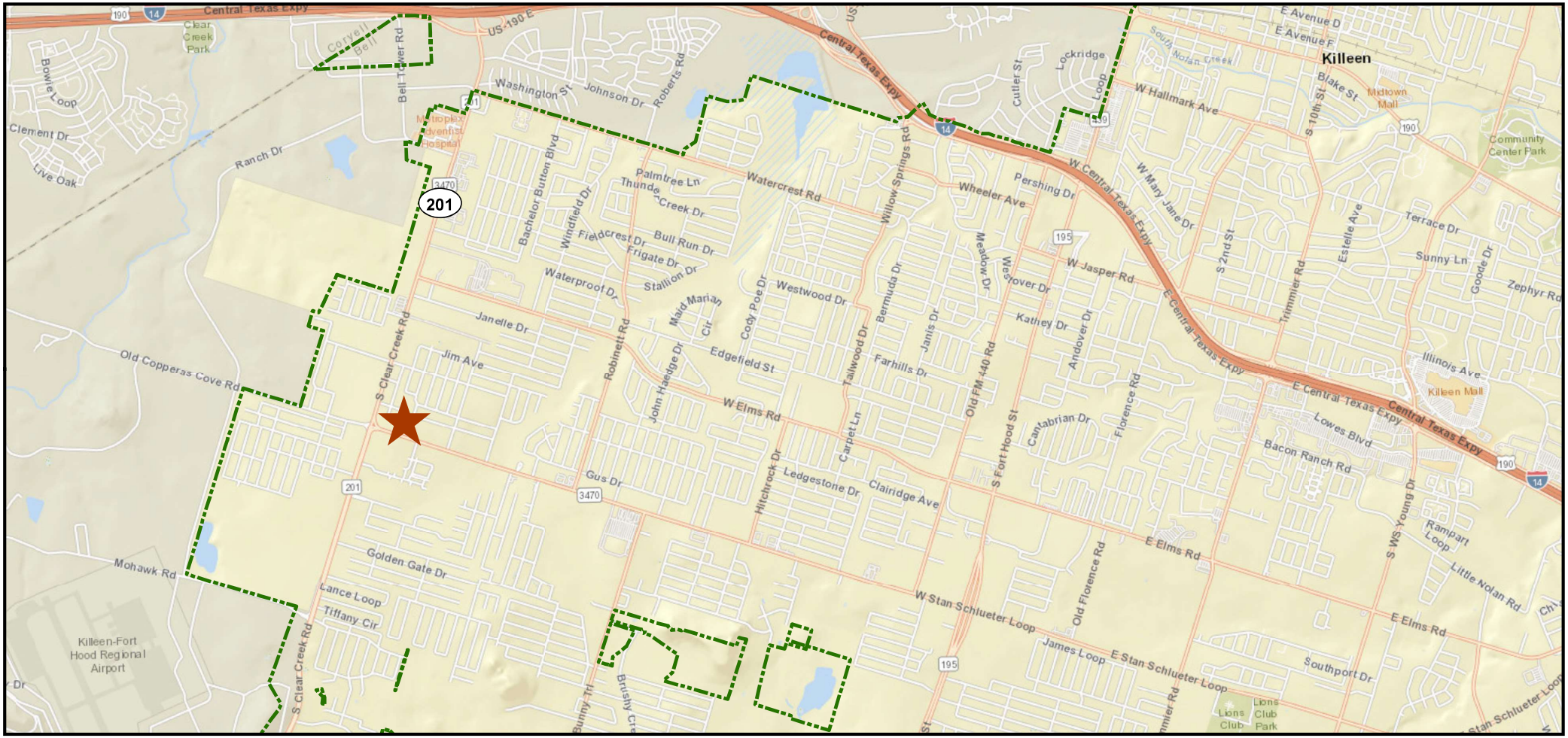
At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval by a vote of 4 to 0.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
FLUM Exhibit
Presentation



LOCATION MAP

Case: FLUM AMENDMENT 2025-06

Council District: 4

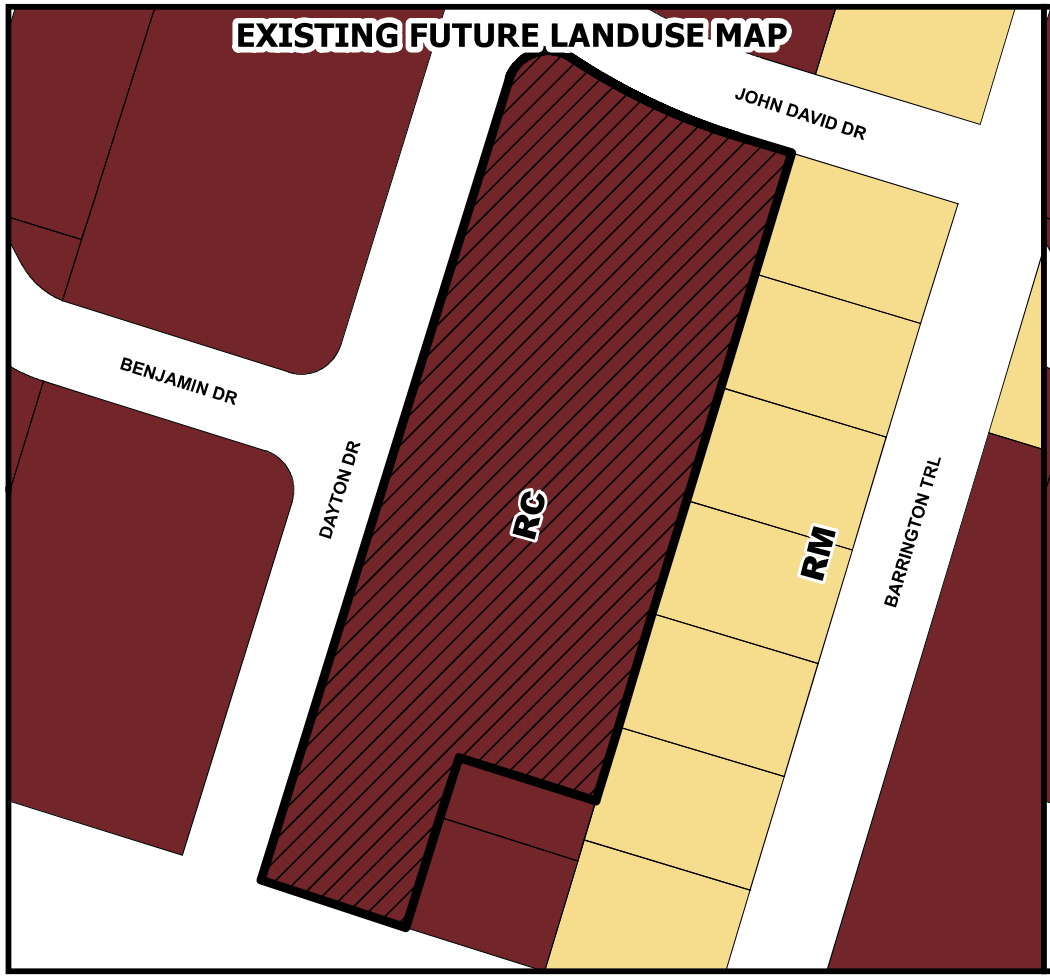
FROM RC TO RM

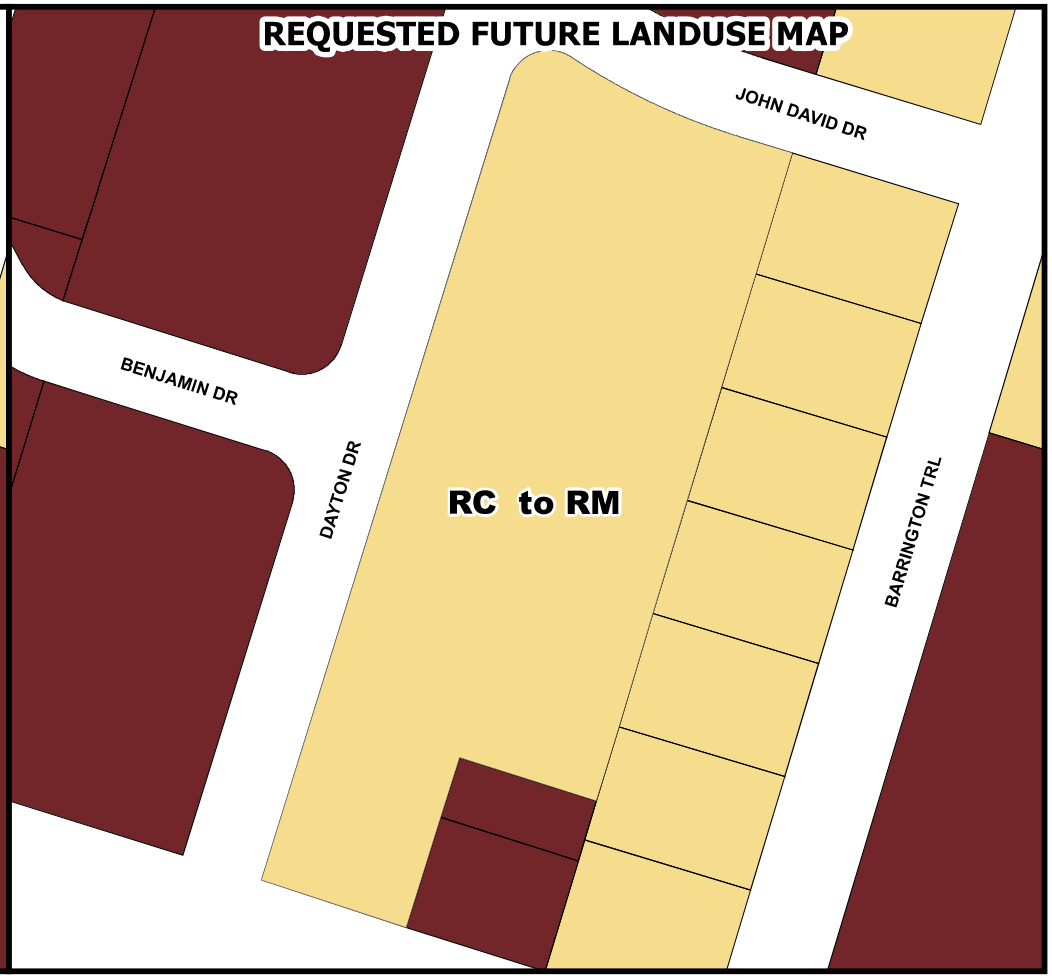
Subject Property Legal Description: A0686BC T ROBINETT, ACRES 1.746

FLUM LOCATION

1 inch = 4,167 feet

Date: 11/18/2025





FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2025-06

Council District: 4

FROM RC TO RM

Subject Property Legal Description: A0686BC T ROBINETT, ACRES 1.746

Future Land Use Legend

Flum Case Location

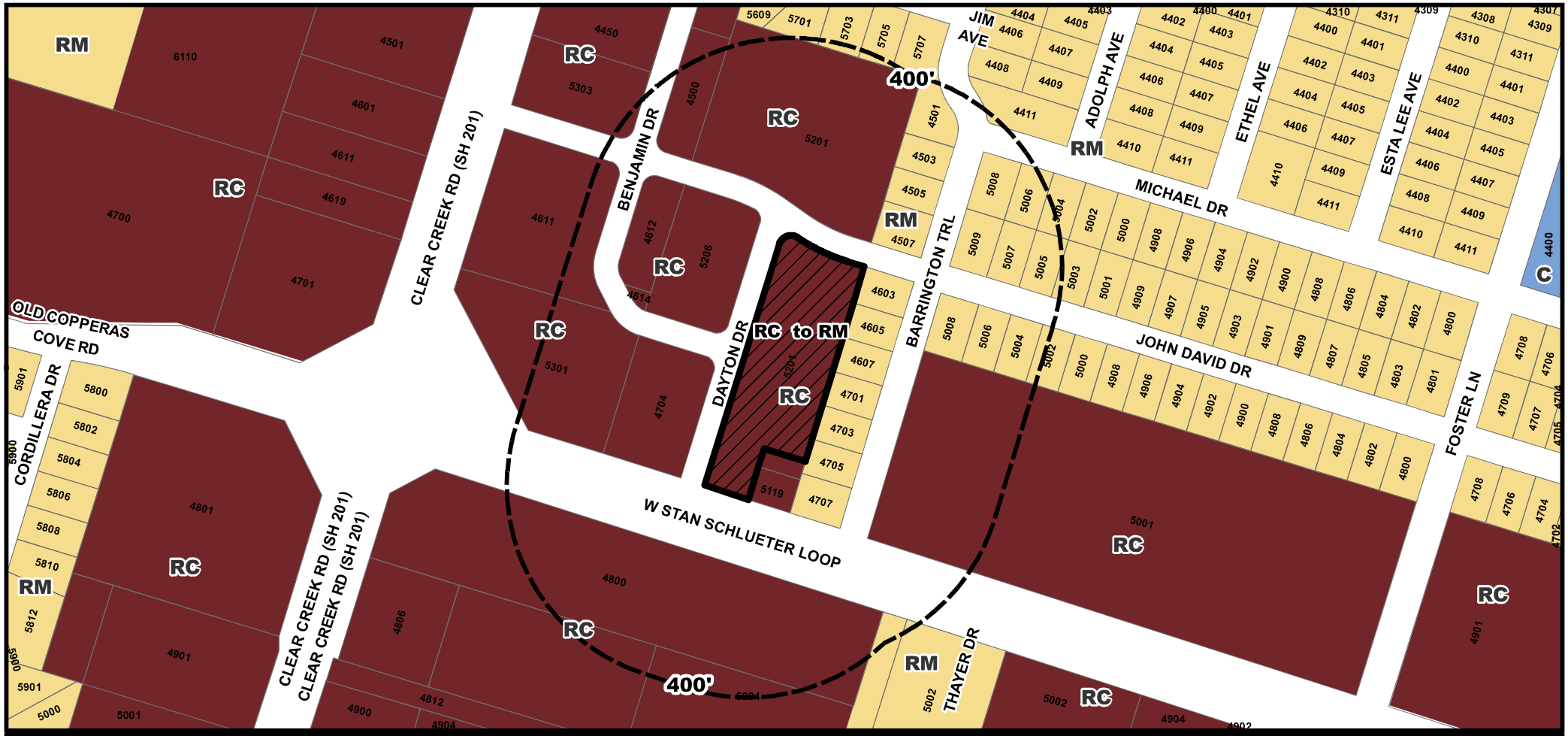
Regional Commercial

Residential Mix

Killeen City Limit

1 inch = 128 feet

Date: 11/18/2025



NOTIFICATION MAP

Case: FLUM AMENDMENT 2025-06

Council District: 4

FROM RC TO RM

Subject Property Legal Description: A0686BC T ROBINETT, ACRES 1.746

Legend

Killeen City Limits | Campus | Residential Mix

Bell County Area | Regional Commercial

Opposed

Date: 11/19/2025

SITE PHOTOS

Case #FLUM25-06: “Regional Commercial” to “Residential Mix”

View facing the subject property from West Stan Schlueter Loop:

View facing east down West Stan Schlueter Loop:

SITE PHOTOS

Case #FLUM25-06: “Regional Commercial” to “Residential Mix”

View facing west towards Clear Creek Road:

MINUTES
PLANNING AND ZONING COMMISSION MEETING
DECEMBER 8, 2025
CASE # FLUM-06
'RC' to 'RM'

Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of Clear Creek Commercial, Ltd. **(FLUM#25-06)** to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 1.81 acres out of the T. Robinett Survey, Abstract No. 686. The subject property is locally addressed 5201 West Stan Schlueter Loop, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Hermosillo was available to answer questions.

Michelle Lee of Central Texas Land Development Services was present to represent the request.

Chairman Purifoy opened the public hearing at 5:06 p.m.

With no one wishing to speak, the public hearing was closed at 5:06 p.m.

Commissioner Giacomozzi moved to recommend approval of the request as presented. Commissioner Cooper seconded, and the motion passed by a vote of 4 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP BY CHANGING THE DESIGNATION OF APPROXIMATELY 1.81 ACRES OUT OF T. ROBINETTE SURVEY, ABSTRACT NO. 686. FROM 'REGIONAL COMMERCIAL' DESIGNATION TO A 'RESIDENTIAL MIX' DESIGNATION; 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, Central Texas Land Development Services, on behalf of Clear Creek Commercial Ltd., presented to the City of Killeen, a request for an amendment to the Comprehensive Plan's FLUM by changing the classification of approximately 1.81 acres out of out of T. Robinette Survey, Abstract No. 686, locally addressed as 5201 West Stan Schlueter Loop, Killeen, Texas, from a 'Regional Commercial' designation to a 'Residential Mix' designation;

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, 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 a hearing on said request was set for 3:00 P.M., on January 20, 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 FLUM amendment 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 future land use designation of approximately 1.81 acres out of out of T. Robinette Survey, Abstract No. 686, locally addressed as 5201 West Stan Schlueter Loop, be changed from a 'Regional Commercial' designation to a '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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case FLUM#25-06
Ord. #25-___

CENTRAL TEXAS LAND DEVELOPMENT SERVICES
ENGINEERING & SURVEYING

2901 East Stan Schlueter Loop, Killeen, Texas 76542 Phone: (254) 526-3981 Fax: (254) 526-4351
TBPE Registration No. 26913, TBPLS Registration No. 10194932
Visit our website at: www.kesltd.com

October 30, 2025

Development Services/Planning
City of Killeen, TX

Re: FLUM Amendment for property on Dayton Drive

Ms. Meshier,

Central Texas Land Development Services would like to request a FLUM amendment for 1.81 acres of the T. Robinett Survey, Abstract No. 686, the remainder of a tract of land conveyed to Clear Creek Commercial, Ltd. The FLUM amendment would change the property's status of Regional Commercial to Residential Mix for residential development of the land.

Residential Mix land use would be consistent with the character of the lots to the East of the property in Clear Creek Estates Phase I and consistent with the principles and policies set forth in the comprehensive plan. The existing water and sewer lines are sufficient to supply residential lots and will only require six new water and sewer services. Impact of the proposed amendment on infrastructure, drainage and transportation will be lessened as six duplexes have far less traffic and impervious areas than commercial development. The property is not near any environmentally sensitive areas and therefore will have no impact on said areas.

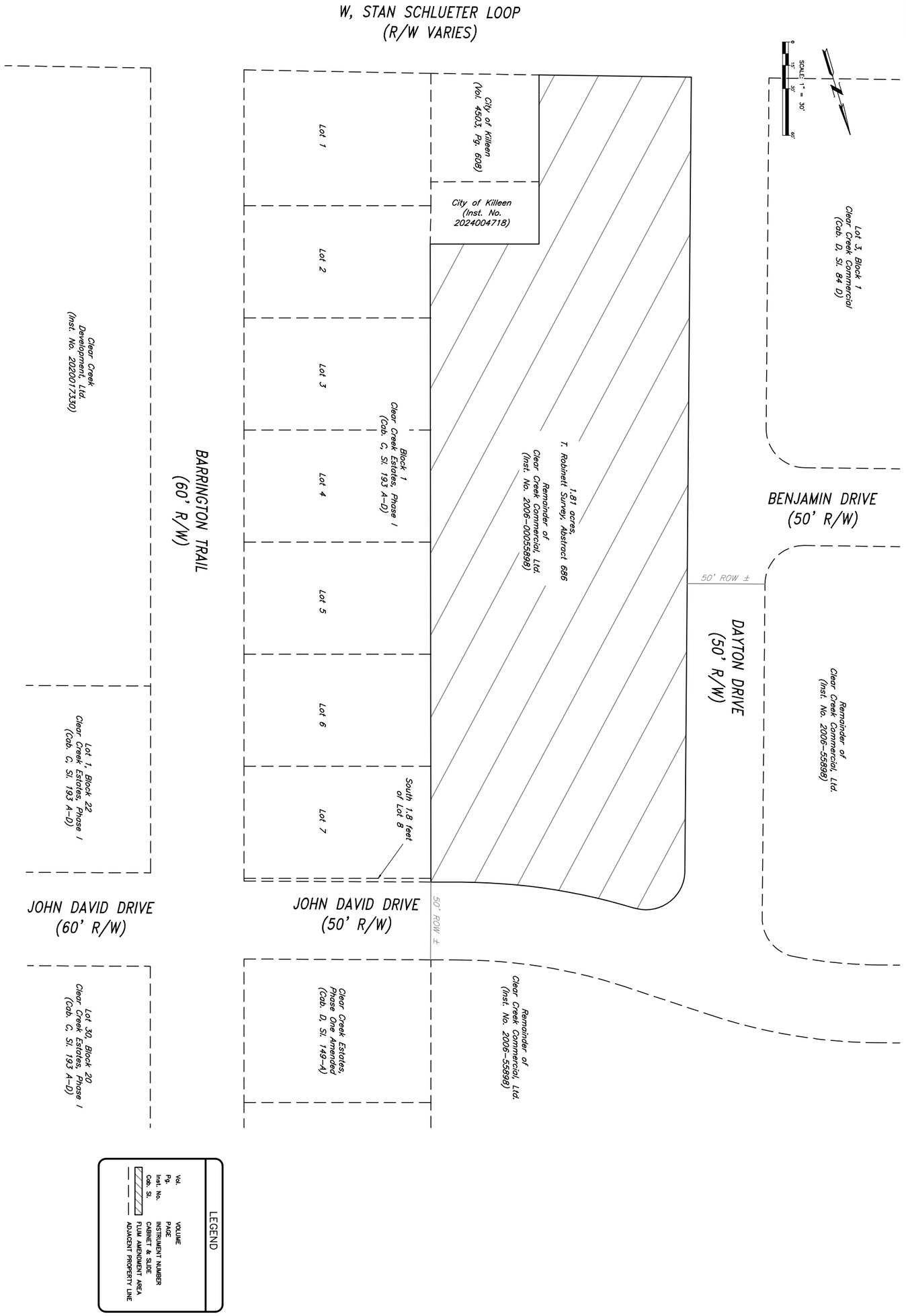
Dayton Drive was built in 2005, and the property had no commercial sales interest in the following years. The donation of a portion of land to the City of Killeen for a large water standpipe has detracted from the commercial value of the property.

Respectfully,

Gwendalyn Henning

Gwendalyn Henning
CAD Technician
Central Texas Land Development Services
info@kesltd.com

cc: 2025-024 Project File



FLUM AMENDMENT EXHIBIT

1.81 acres of T. Robinett Survey, Abst. No. 686

KILLEEN, BELL COUNTY, TEXAS

Project No.:	2025-024
Acres:	1.81
No. of Lots:	1
Scale:	1" = 30'
Date:	10/13/2025
Design By:	GMH/MEL
Sheet No.:	1 of 1

CENTRAL TEXAS LAND DEVELOPMENT SERVICES
TBPE REGISTRATION NO. 26913 TBPLS REGISTRATION NO. 10194932
2901 E. Stan Schlueter Loop
Killeen, Texas 76542
(254) 526-3981 (254) 526-4351 Fax
www.kesltd.com

FLUM#25-06: ‘RC’ TO ‘RM’

PH-26-003

January 20, 2026

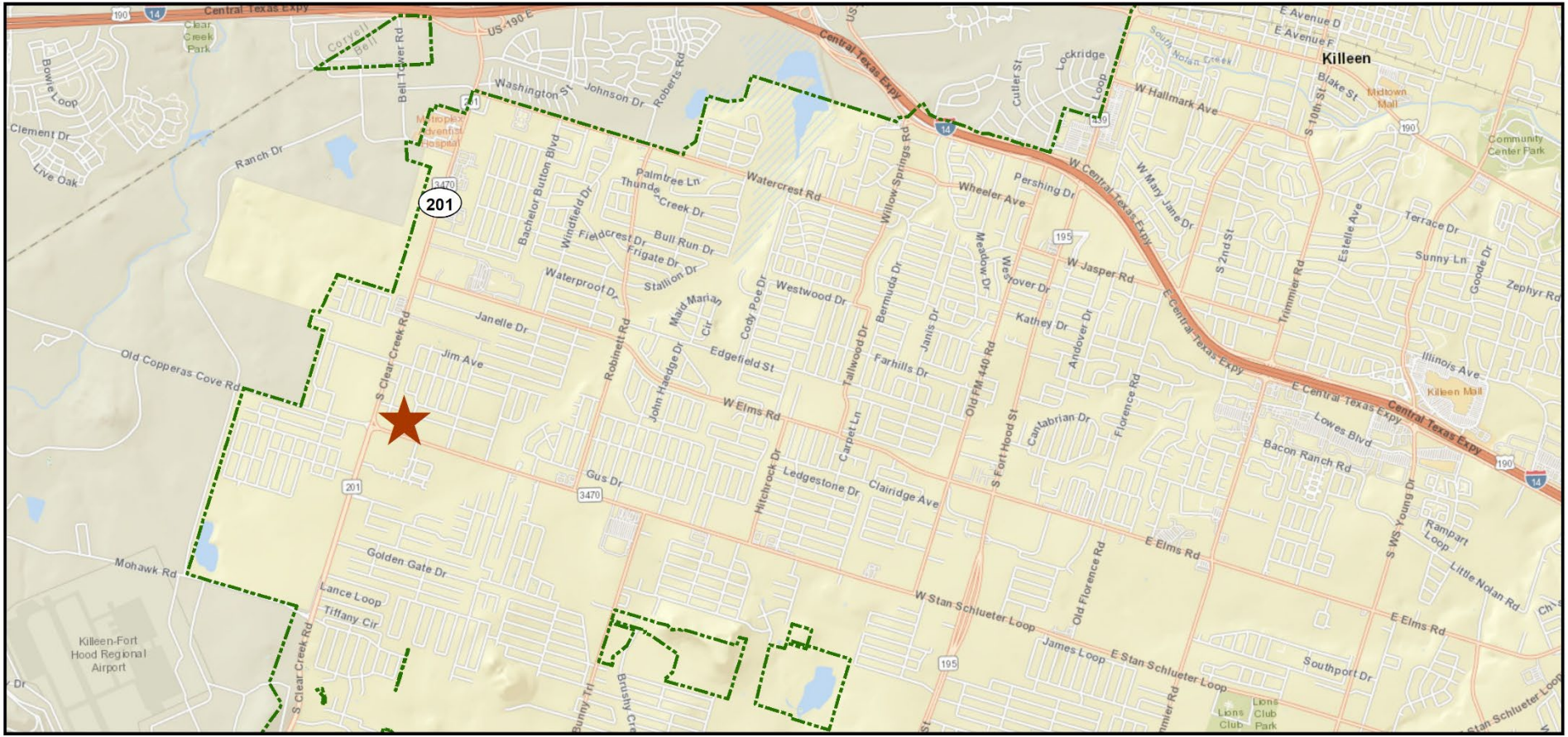
Case #FLUM25-06: 'RC' to 'RM'

- Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of Clear Creek Commercial, Ltd. **(FLUM#25-06)** to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 1.81 acres out of T. Robinette Survey, Abstract No. 686.
- The subject property is locally addressed 5201 West Stan Schlueter Loop, Killeen, Texas.

Case #FLUM25-06: ‘RC’ to ‘RM’

- The applicant’s request is to change the Future Land Use Map (FLUM)designation of 1.81 acres from Regional Commercial to Residential Mix.

- If approved, the applicant intends to develop the property for residential use.



LOCATION MAP

Case: FLUM AMENDMENT 2025-06

Council District: 4

FROM RC TO RM

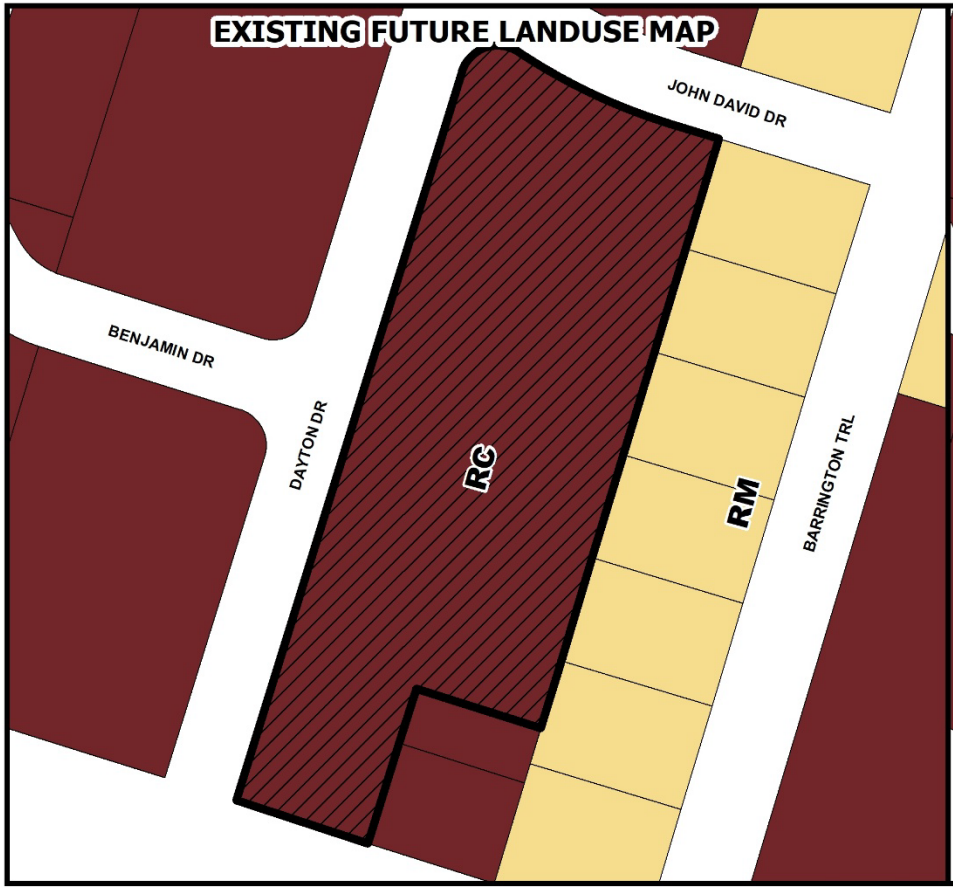
Subject Property Legal Description: A0686BC T ROBINETT, ACRES 1.746

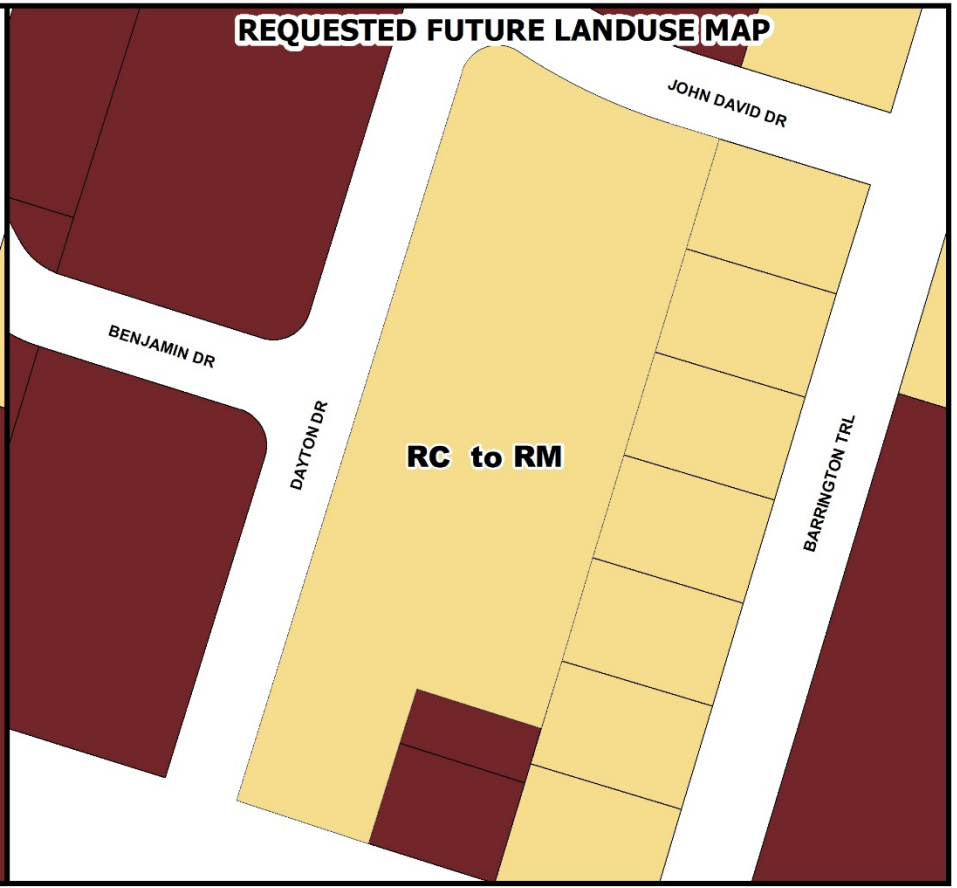
★ **FLUM LOCATION**

1 inch = 4,167 feet

Date: 11/18/2025

N





FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2025-06

Council District: 4

FROM RC TO RM

Subject Property Legal Description: A0686BC T ROBINETT, ACRES 1.746

Future Land Use Legend

- Flum Case Location
- Regional Commercial
- Residential Mix
- Killeen City Limit

1 inch = 128 feet

Date: 11/18/2025

Case #FLUM25-06: ‘RC’ to ‘RM’

View of the subject property facing north from West Stan Schlueter Loop:

Case #FLUM25-06: ‘RC’ to ‘RM’

View of the adjacent property facing east on West Stan Schlueter Loop:

Case #FLUM25-06: ‘RC’ to ‘RM’

View of the adjacent property facing west on West Stan Schlueter Loop:

Case #FLUM25-06: ‘RC’ to ‘RM’

- The subject property is located within the ‘Intended Growth’ area on the Growth Sector Map and designated ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

Case #FLUM25-06: ‘RC’ to ‘RM’

- The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification

- Staff notified ten (10) owners of surrounding properties regarding this request.
- As of the date of this staff report, staff has received one (1) written response in support of this request.

NOTIFICATION MAP

Case: FLUM AMENDMENT 2025-06

Council District: 4

FROM RC TO RM

Subject Property Legal Description: A0686BC T ROBINETT, ACRES 1.746

Legend

- Killeen City Limits
- Bell County Area
- Opposed
- Campus
- Regional Commercial
- Residential Mix

Date: 11/19/2025

Staff Findings

- The subject property is currently undeveloped.
- The subject property has been zoned to “B-5” (Business District) since 2003.
- Staff finds that the subject property is not well suited for commercial development due to the limited visibility from West Stan Schlueter Loop. Staff is of the determination that the subject property is suitable for residential development.

Staff Recommendation

- Therefore, staff recommends approval of the applicant's request to amend the FLUM designation from 'Regional Commercial' (RC) to 'Residential Mix' (RM) as presented.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

City of Killeen

Staff Report

File Number: PH-26-004

Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of The Tietze Family Revocable Trust **(Case# Z25-39)** to rezone approximately 0.14 acres, being part of Lot 8, Block 8, Marlboro Heights Revised from "R-1" (Single-Family Residential District) to "SF-2" (Single-Family Residential District). The subject property is locally addressed as 802 Highland Avenue, Killeen, Texas.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Zoning Case # Z25-39: "R-1" to "SF-2"**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: The Tietze Family Revocable Trust
Agent: Mitchell & Associates, Inc.
Current Zoning: "R-1" (Single-Family Residential District)
Proposed Zoning: "SF-2" (Single-Family Residential District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Neighborhood Infill'

Summary of Request:

Mitchell & Associates, Inc., on behalf of the property owner, requests to rezone approximately 0.14 acres at 802 Highland Avenue from "R-1" (Single-Family Residential) to "SF-2" (Single-Family Residential). This rezoning request would allow the property to meet the lot requirements for the construction of a new single-family home, as the property no longer conforms to the "R-1" standards due to the change to the original lot configuration. The request is consistent with the 2022 Comprehensive Plan's Residential Mix designation, and the proposed home is compatible with surrounding development and existing land uses.

Zoning/Plat Case History:

The subject property was annexed into the City limits on September 13, 1954. The property was subsequently rezoned from "A" (Agricultural) to "R-1" (Single-Family Residential District). The property was platted as Lot 8, Block 8, Marlboro Heights Revised. The lot is not in its original configuration and is now only part of Lot 8 and would need to be replatted before any new development occurs.

Character of the Area:

North: Existing commercial zoned "B-5" (Business District)
South: Existing single-family home zoned "R-1" (Single-Family Residential District)
East: Existing municipal park (Marlboro Park) zoned "R-1" (Single-Family Residential District)
West: Existing single-family home zoned "R-1" (Single-Family Residential District)

Future Land Use Map Analysis:

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

Properties in the 'Neighborhood Infill' sector have existing development and full service, but are located in areas where additional population, higher development intensities, and integration of uses is desired. This sector is primarily located downtown and the neighborhoods immediately around it. Growth policies for this area should support infill, redevelopment, and infrastructure projects. These projects should accommodate more residents and small businesses while improving walkability.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. 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 a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.

Development Zone Analysis:

This property is located within the City of Killeen Development Zone #3. This development zone is south of Veterans Memorial Boulevard and north of Central Texas Expressway.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District	Acres	Percentage
Special Districts	81.61	2.74%

Residential	1779.03	59.66%
Industrial	273.37	9.17%
Commercial	847.76	28.43%
Agricultural	0.00	00.00%
Totals	**2981.78**	**100.00%**
Vacant Property	716.18	24.02%

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.

Water services are available for BCAD Parcel #122712 via an existing 6" water distribution main located on the northwestern side of Highland Ave.

Wastewater services are available for BCAD Parcel #122712 via an existing 6" wastewater main located on the southern property line of the tract.

No storm sewer infrastructure exists adjacent to the property.

Transportation and Thoroughfare Plan:

Access for parcel #122712 is via Highland Ave. (50' ROW- Local Road).

Traffic Impact Analysis Summary:

The current zoning classification for the property is "R-1". The property is vacant and generates no appreciable traffic.

The proposed zoning classification is "SF-2" and the tract is expected to contain residential structure(s) at build-out. Based on the information contained in the 10th Edition of the ITE Trip Generation documents and the anticipated proposed use of the property, there will not be a substantial increase in traffic volume as a result of this zoning update. 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.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site. Parkland dedication, fees in-lieu-of parkland dedication, and parkland development fees will not be required, as the new development

does not increase in residential intensity.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed and is located within Zone X (Outside the 0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification:

Staff notified forty-seven (47) owners of surrounding properties regarding this request. As of the date of this staff report, staff has received responses in opposition from two (2) property owners, including one respondent who owns three (3) properties.

Staff Findings:

The subject property is a small infill lot situated between single-family and commercial uses. Staff finds the rezoning request is consistent with the Killeen 2040 Comprehensive Plan. Although the lot does not meet the minimum width standards for "R-1" zoning, it does comply with "SF-2" requirements.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

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 is already in place for this property and maintained by the City. Maintenance cost will continue for 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:

Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "SF-2" (Single-Family Residential District).

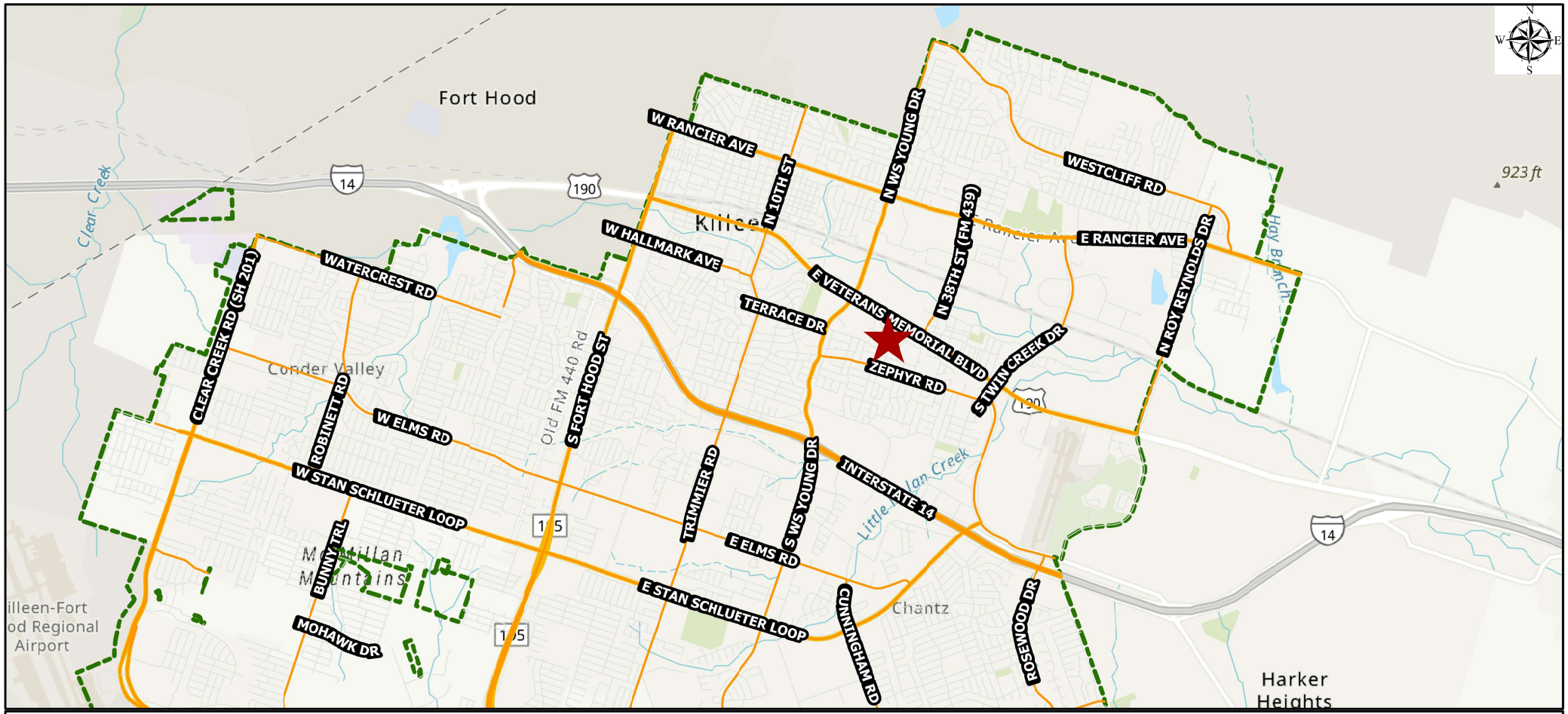
At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the request by a vote of 4 to 0.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Responses
Presentation



LOCATION MAP

Council District: 2

0 1 2

Miles

Zoning Case 2025-39

R-1 TO SF-2

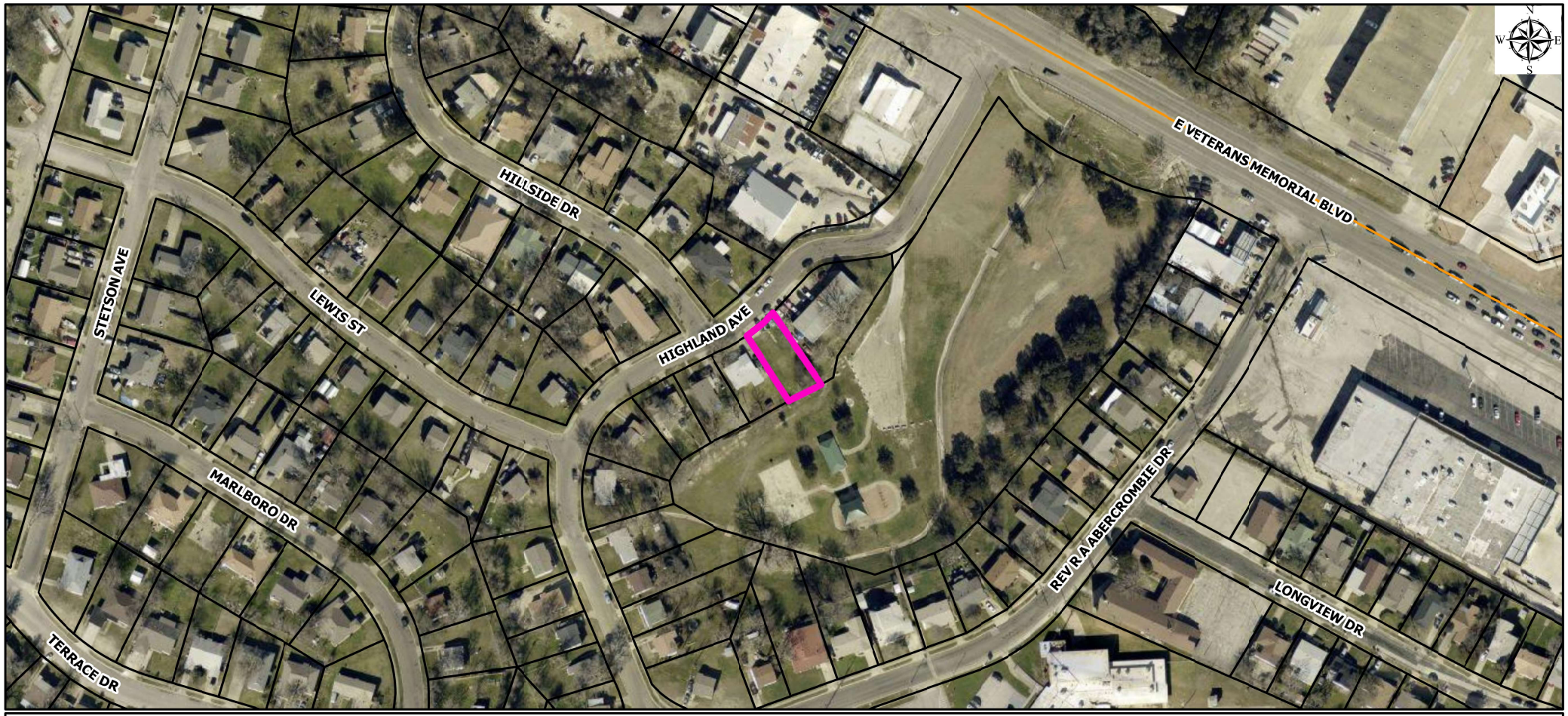
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: MARLBORO HEIGHTS REVISED, BLOCK 008, LOT PT 8, (50.73' X 128.24' X 50' X 116.40'), ACRES .14 Tract or Lot: PT 8



AERIAL MAP

Council District: 2

0 200 400

Feet

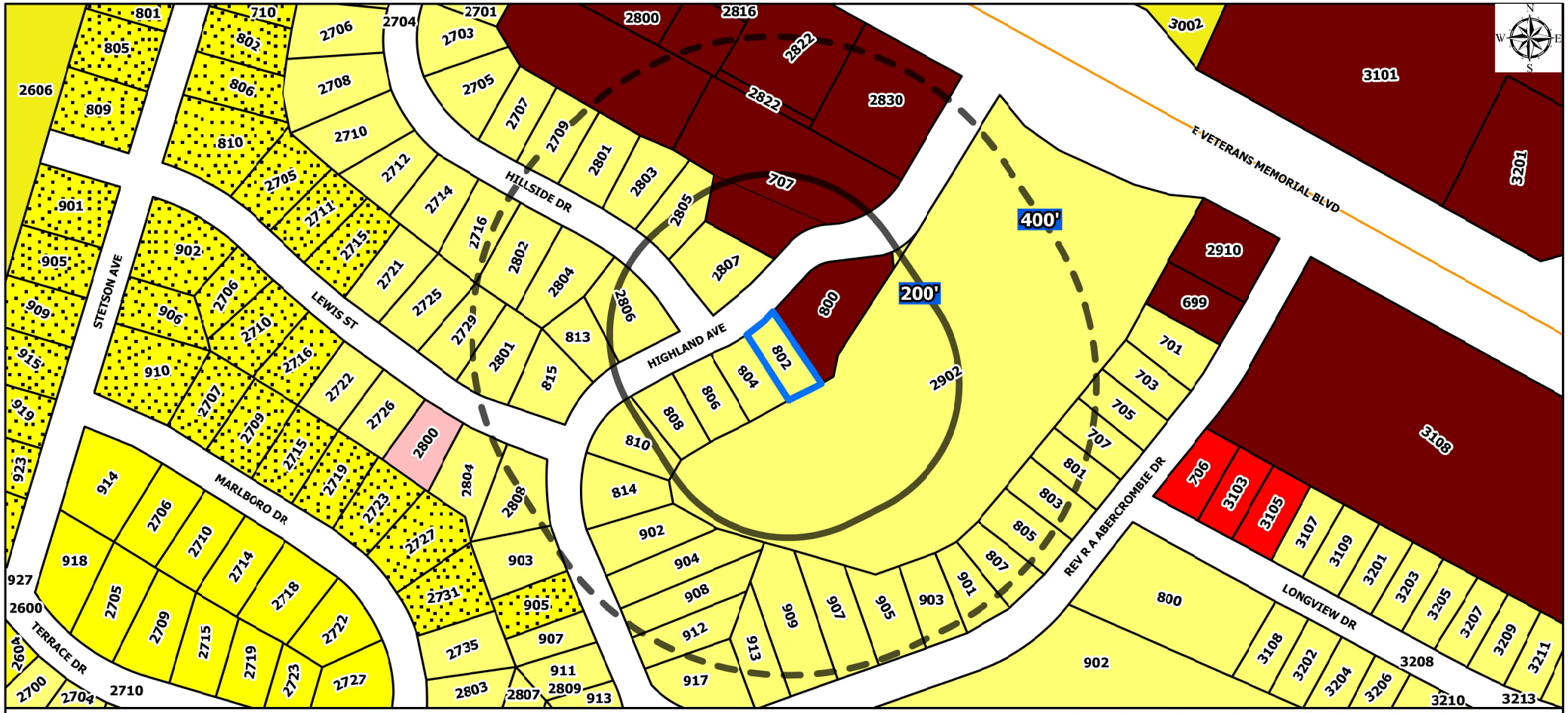
Zoning Case 2025-39

R-1 TO SF-2

Legend

Zoning Case

Subject Property Legal Description: MARLBORO HEIGHTS REVISED, BLOCK 008, LOT PT 8, (50.73' X 128.24' X 50' X 116.40'), ACRES .14 Tract or Lot: PT 8



NOTIFICATION MAP
Council District: 2

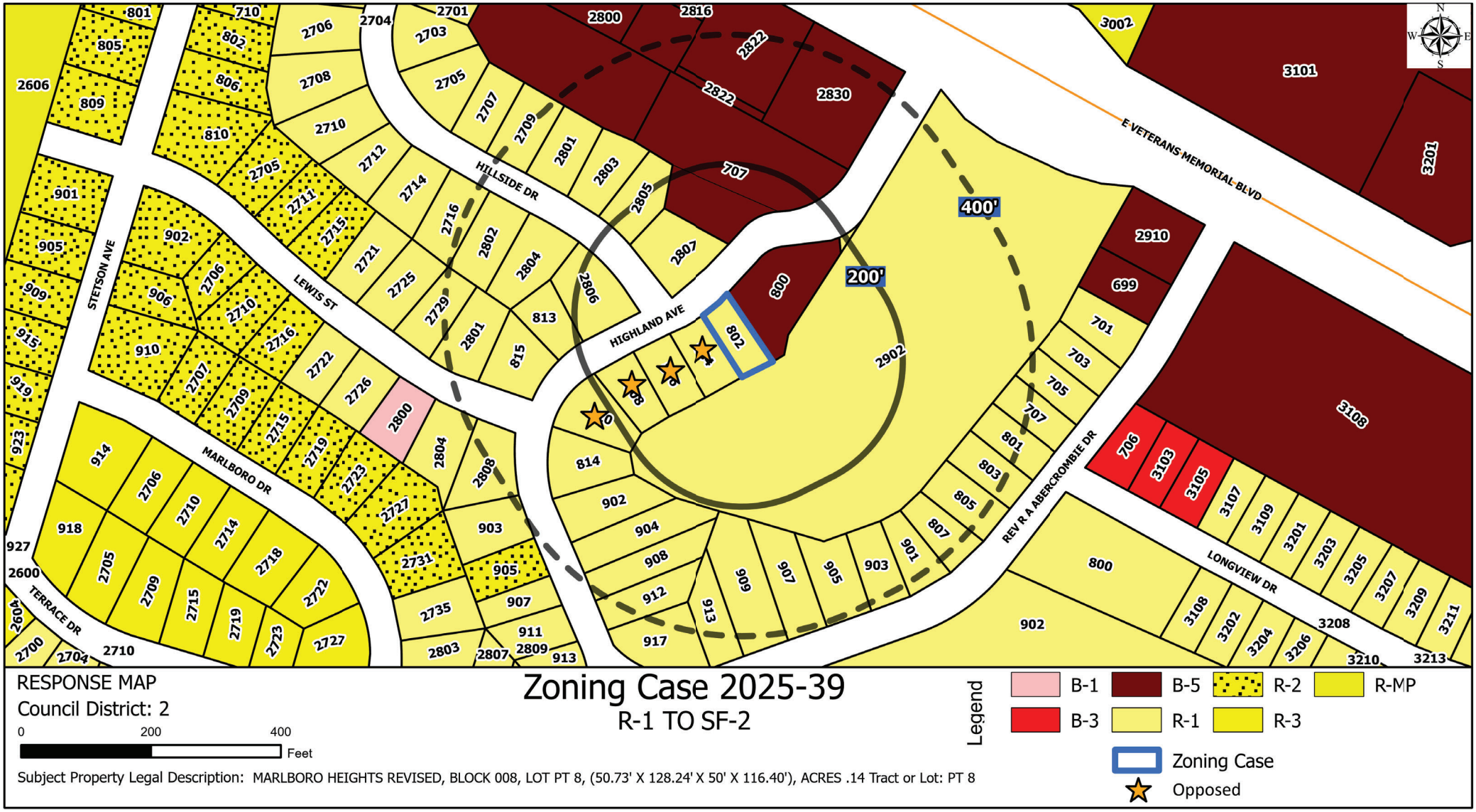
0 200 400
Feet

Zoning Case 2025-39
R-1 TO SF-2

Legend

B-1	B-5	R-2	R-MP
B-3	R-1	R-3	
Zoning Case			

Subject Property Legal Description: MARLBORO HEIGHTS REVISED, BLOCK 008, LOT PT 8, (50.73' X 128.24' X 50' X 116.40'), ACRES .14 Tract or Lot: PT 8



RESPONSE MAP
Council District: 2

0 200 400
Feet

Zoning Case 2025-39
R-1 TO SF-2

Legend

B-1 B-5 R-2 R-MP
B-3 R-1 R-3
Zoning Case
Opposed

Subject Property Legal Description: MARLBORO HEIGHTS REVISED, BLOCK 008, LOT PT 8, (50.73' X 128.24' X 50' X 116.40'), ACRES .14 Tract or Lot: PT 8

SITE PHOTOS

Case #Z25-39 "R-1" to "SF-2"

View of the subject property from Highland Avenue.

View from the subject property looking north towards Veterans Memorial Blvd.

SITE PHOTOS

Case #Z25-39 "R-1" to "SF-2"

View facing south down Highland Avenue.

View from the subject property facing west.

MINUTES
PLANNING AND ZONING COMMISSION MEETING
Z25-39
"R-1" to "SF-2"

Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of The Tietze Family Revocable Trust **(Case# Z25-39)** to rezone approximately 0.14 acres, being part of Lot 8, Block 8, Marlboro Heights, Revised from "R-1" (Single-Family Residential District) to "SF-2" (Single-Family Residential District). The subject property is locally addressed as 802 Highland Avenue, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Hermosillo was available to answer questions.

Ace Reneau of Mitchell & Associates was present to represent the request.

Chairman Purifoy opened the public hearing at 5:41 p.m.

With no one wishing to speak, the public hearing was closed at 5:41 p.m.

Commissioner Giacomozzi moved to recommend approval of the request as presented. Commissioner Rowe seconded, and the motion passed by a vote of 4 to 0.

ORDINANCE NO. 26-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.14 ACRES BEING PART OF LOT 8, BLOCK 8, MARLBORO HEIGHTS REVISED FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "SF-2" (SINGLE-FAMILY RESIDENTIAL 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, Mitchell & Associates, Inc., on behalf of The Tietze Family Revocable Trust, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.14 acres, being part of Lot 8, Block 8, Marlboro Heights Revised, locally addressed as 802 Highland Avenue, from "R-1" (Single-Family Residential District) to "SF-2" (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, 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 January 20, 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 0.14 acres, being part of Lot 8, Block 8, Marlboro Heights Revised, locally addressed as 802 Highland Avenue, Killeen, Texas, be changed from “R-1” (Single-Family Residential District) to “SF-2” (Single-Family Residential 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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-39
Ord. #26-___

Mitchell & Associates, Inc.

Civil Engineering & Land Surveying

802 Highland Ave.
DWG#25-105-S

October 24, 2025

Wallis Meshier, CNU-A
Executive Director
City of Killeen Development Services
200 East Avenue D
Killeen, TX 76541

Dear Mrs. Meshier:

Roland Tietze has retained us to assist in the development of their property located at 802 Highland Ave. They request to rezone approximately 0.14 acres of property, being part of Lot 8, Block 8, Marlboro Heights Revised, noted as parcel ID No. 122712 on BellCAD map, from the current R-1 zoning to the SF-2 zoning. The request for SF-2 is consistent with the Residential Mix use as noted in the 2022 Comprehensive Plan. The proposed use is compatible with the surrounding uses based on adjacent development.

Regards,

Ace Reneau, P.E.
Mitchell & Associates, Inc.

All Rights Reserved © Mitchell & Associates, Inc. 2025

YOUR NAME: Marian Luckey Jameson	**PHONE NUMBER:** 512-897-8032
CURRENT ADDRESS: 5107 Galen Ct. Austin, TX 78744	
ADDRESS OF PROPERTY OWNED: 804 Highland Ave Killeen, TX 76543	

COMMENTS:

We do not want the residential area rezoned. This area has been a residential since the 1960's. This area was the First area in which African Americans could buy homes within the city limits of Killeen. Affordable housing is needed and in this area we have that. We do not need extra noise in the area From a Commercial business

SIGNATURE: Marian Jameson

REQUEST: "R-1" to SF-2"

Z25-39/ 04

RECEIVED
DEC 05 2025
By JL

P.O. Box 1329 Killeen, Texas 76541 • 254.501.7648 • Fax 254.501.7628
www.killeentexas.gov

YOUR NAME: Adrian Jackson PHONE NUMBER: (214) 893-5908

CURRENT ADDRESS: 2823 Terrosa RD, Grand Prairie TX 75054

ADDRESS OF PROPERTY OWNED: 806, 808, & 810 Highland Ave Killeen

COMMENTS: Please leave the zoning as is at R-1 (Single Family Residential District) for equal and uniformity for the neighborhood / street.

RECEIVED
DEC 08 2025
@ meeting
By JL

SIGNATURE: Adrian Jackson

REQUEST: "R-1" to SF-2"

725-391 40

CASE #Z25-39: “R-1” TO “SF-2”

PH-26-004

January 20, 2026

Case #Z25-39: “R-1” to “SF-2”

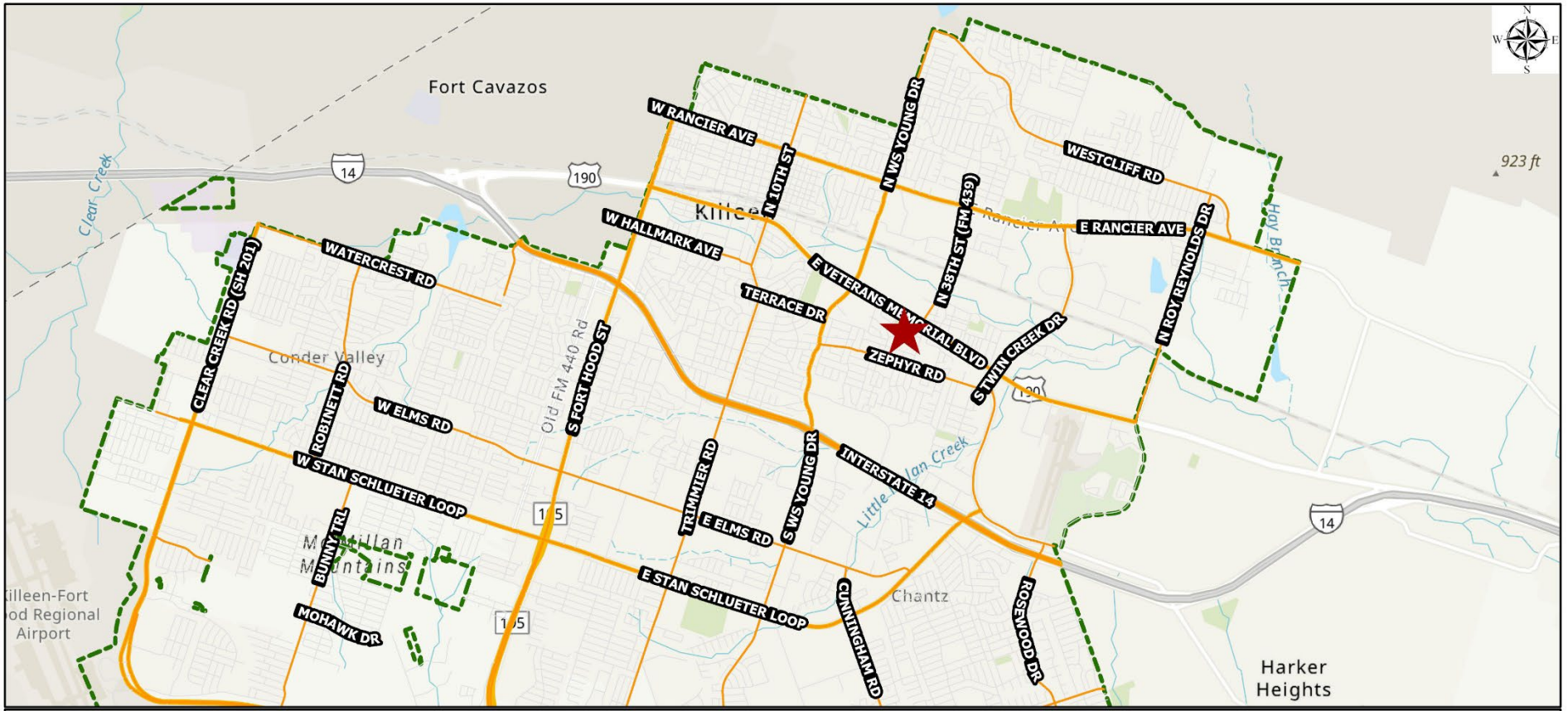
- Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of The Tietze Family Revocable Trust (Case# Z25-39) to rezone approximately 0.14 acres, being part of Lot 8, Block 8, Marlboro Heights Revised from “R-1” (Single-Family Residential District) to “SF-2” (Single-Family Residential District).

- The subject property is locally addressed as 802 Highland Avenue, Killeen, Texas.

Case #Z25-39: “R-1” to “SF-2”

- The applicant is requesting to rezone the property at 802 Highland Avenue from “R-1” to “SF-2”. If approved, the applicant intends to construct a single-family home on the property.

- The current lot is approximately 50 ft. wide and therefore does not meet the minimum lot width for “R-1”, but it does conform to the “SF-2” standards.



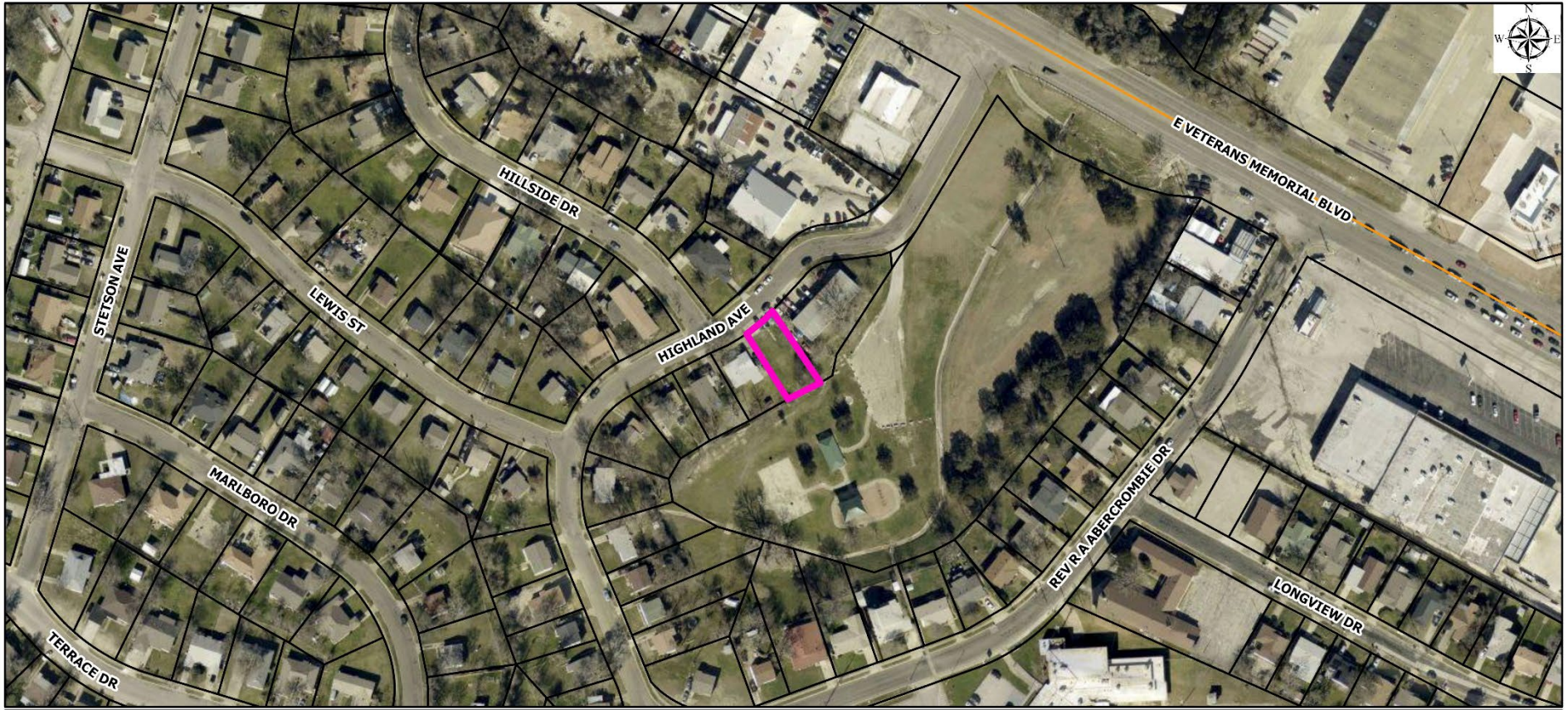
LOCATION MAP
Council District: 2

0 1 2
Miles

Zoning Case 2025-15
R-1 TO B-3

Legend
- Major Roads
- City Limit
- Zoning Case Location

Subject Property Legal Description: MARLBORO HEIGHTS REVISED (LTS 1-24 BLK 12, LTS 4-12 BLK 11), BLOCK 012, LOTS 0023 - 0025. TOTAL ACRES 0.52



AERIAL MAP

Council District: 2

0 200 400

Feet

Zoning Case 2025-39

R-1 TO SF-2

Legend

Zoning Case

Subject Property Legal Description: MARLBORO HEIGHTS REVISED, BLOCK 008, LOT PT 8, (50.73' X 128.24' X 50' X 116.40'), ACRES .14 Tract or Lot: PT 8

Case #Z25-39: “R-1” to “SF-2”

View of the subject property from Highland Avenue facing southeast.

Case #Z25-39: “R-1” to “SF-2”

View from the subject property facing southwest on Highland Avenue.

Case #Z25-39: “R-1” to “SF-2”

View from the subject property facing northeast on Highland Drive:

Case #Z25-39: “R-1” to “SF-2”

View from the subject property facing northwest across Highland Avenue:

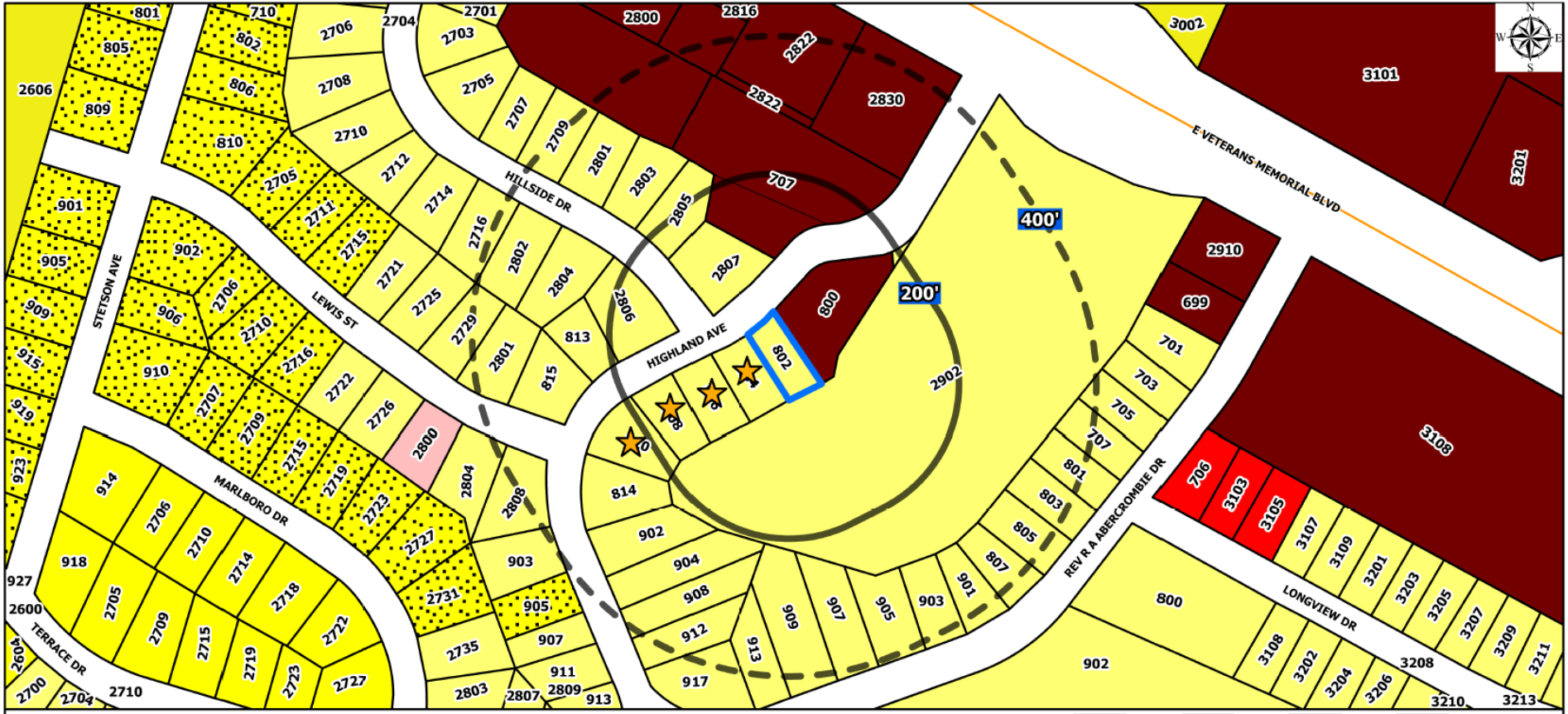
Case #Z25-39: “R-1” to “SF-2”

- The subject property is located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map and is designated ‘Neighborhood Infill’ (NI) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

Public Notification

- Staff notified the owners of forty-seven (47) surrounding properties regarding this request.

- To date, staff has received two (2) written responses in opposition to this request, including one from the owner of three (3) properties within the notification boundary.



RESPONSE MAP
Council District: 2

0 200 400
Feet

Zoning Case 2025-39
R-1 TO SF-2

Legend

B-1 B-5 R-2 R-MP
B-3 R-1 R-3
Zoning Case
Opposed

Subject Property Legal Description: MARLBORO HEIGHTS REVISED, BLOCK 008, LOT PT 8, (50.73' X 128.24' X 50' X 116.40'), ACRES .14 Tract or Lot: PT 8

Staff Recommendation

- Staff finds that the applicant's request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan.
- Therefore, staff recommends approval of the applicant's request to rezone the subject property from "R-1" (Single-Family Residential District) to "SF-2" (Single-Family Residential District) as presented.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

City of Killeen

Staff Report

File Number: PH-26-005

Hold a public hearing and consider an ordinance submitted by Dominic Vo on behalf of Hoang, Kim Anh Revocable Living Trust **(Case# Z25-40)** to rezone approximately 1.313 acres out of the Robert Cunningham Survey, Abstract No. 199 and Eugene La Sere Survey, Abstract No. 528 (also known as part of Lot 16 Llewellyn Estates #3 unrecorded subdivision) from "B-2" (Local Retail District) to "B-5" (Business District). The subject property is locally addressed as 4801 Onion Road, Killeen, Texas.

DATE: **January 20 ,2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Zoning Case # Z25-40: "B-2" to "B-5"**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Hoang, Kim Anh Revocable Living Trust
Agent: Dominic Vo
Current Zoning: "B-2" (Local Retail District)
Proposed Zoning: "B-5" (Business District)
FLUM Designation: 'Regional Commercial' (RC)
Growth Sector Designation: 'Neighborhood Infill'

Summary of Request:

Dominic Vo, on behalf of Hoang, Kim Anh Revocable Living Trust, is requesting to rezone 4801 Onion Road to "B-5" (Business District). The request is consistent with the Regional Commercial FLUM designation and Neighborhood Infill growth sector. At the Planning and Zoning Commission meeting the applicant stated they were intending on opening a salon. There is an existing structure on the property. If approved, the property would have to comply with all code regulations.

Zoning/Plat Case History:

The subject property was annexed into the City limits on December 22, 1986. The property was

subsequently rezoned from "A" (Agricultural) to "R-1" (Single-Family Residential District) in 1995 and then rezoned to "B-2" (Local Retail District) in 2006 via Ordinance 06-119. The property is not currently platted. Any new development would trigger the platting process.

Character of the Area:

North: Existing commercial zoned "B-5" (Business District)
South: Undeveloped commercial zoned "B-5" (Business District)
East: Undeveloped commercial zoned "B-5" (Business District)
West: Existing commercial zoned "B-5" (Business District)

Future Land Use Map Analysis:

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and designated as 'Regional Commercial' on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

Properties in the 'Neighborhood Infill' sector have existing development and full service, but are located in areas where additional population, higher development intensities, and integration of uses is desired. This sector is primarily located downtown and the neighborhoods immediately around it. Growth policies for this area should support infill, redevelopment, and infrastructure projects. These projects should accommodate more residents and small businesses while improving walkability.

These 'Regional Commercial' places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial. This place type encourages a one-hundred percent (100%) nonresidential and a fifty percent (50%) residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

- **(LU2)** Improve the fiscal productivity of development
- **(LU3)** Encourage incremental evolution of neighborhoods

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #6. This development zone is between Stagecoach Road and Central Texas Expressway, east of Fort Hood Street. This development zone consists of 65.76% residential uses and 34.24% commercial uses.

The current land use mix within this area is comprised of the following acreages and percentages approximately:

District	Acres	Percentage
Special Districts	150.77	3.52%
Residential	2666.93	62.25%
Industrial	102.99	2.40%

Commercial	1312.54	30.63%
Agricultural	51.34	1.20%
Totals	**4284.56**	**100.00%**

Vacant Land	1175.75	27.44%

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.

Water services are available for the tract via an existing 12-inch water transmission main located in the southern ROW of E. Stan Schlueter Loop and an existing 12-inch water transmission main located in the eastern ROW of Onion Road.

Wastewater services are available for the tract via an existing 6-inch wastewater main located on the north side of E. Stan Schlueter Loop. An existing 18-inch wastewater interceptor is located approximately 300 feet south of the property that may be used to provide wastewater service, but a new wastewater line will need to be extended to the property.

An existing storm sewer drainage culvert is located at the northeastern corner of the property. The 33-inch culvert crosses Onion Road. at E. Stan Schlueter Loop, flowing from west to east.

Transportation and Thoroughfare Plan:

Access for the lot is via E. Stan Schlueter Loop (175' ROW - Minor Arterial) and Onion Road. (65' ROW - Collector).

Traffic Impact Analysis Summary:

The current zoning classification for the property is "B-2". The property is currently used as a residence and generates no appreciable traffic.

The proposed zoning classification is "B-5". There is no stated use at this time. Conservatively assuming a proposed use consistent with a convenience market and based on the information contained in the 10th Edition of the ITE Trip Generation, approximately 3,100 additional average daily trips will be generated as a result of the development. An individual traffic impact analysis is 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.

PARKS AND PROPOSED TRAIL PLAN:

A proposed trail on this site runs along E. Stan Schlueter Loop. Parkland dedication, fees in lieu of parkland dedication, and parkland development fees are not required for the property, as it is commercial.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed and is located within Zone X (Outside the 0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification:

Staff notified fourteen (14) owners of surrounding properties regarding this request. As of the date of this staff report, staff has not received any written responses regarding this request.

Staff Findings:

The subject property is located at a prominent corner and is surrounded by "B-5" (Business District) zoning, which establishes a clear commercial development pattern in the immediate area. The requested zoning is compatible with the surrounding land uses and supports the corridor's continued commercial uses.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

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 is already in place for this property and maintained by the City.

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 to rezone the property from "B-2" (Local Retail District) to "B-5" (Business District).

At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval by a vote of 3 to 1, with Commissioner Cooper in opposition.

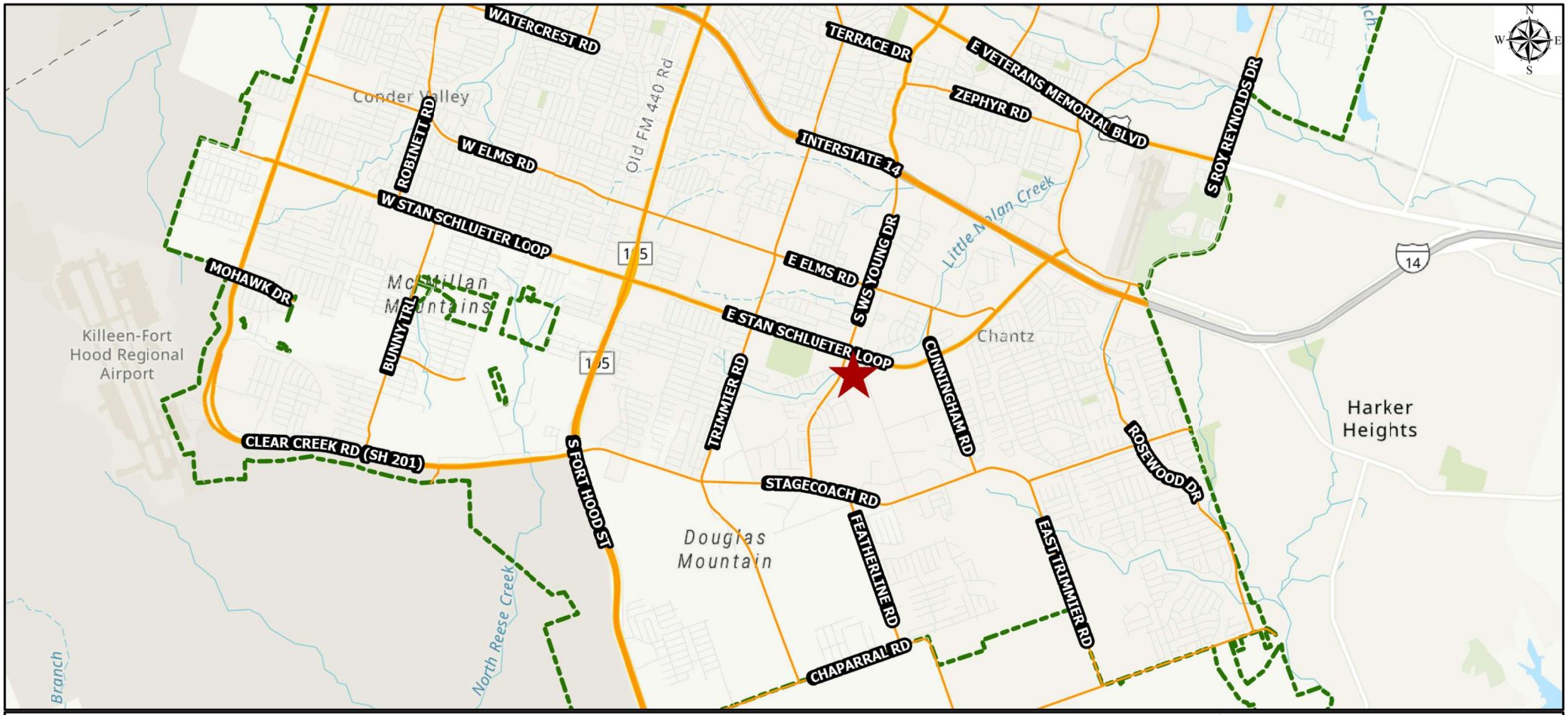
Commissioner Cooper stated that their intended use could be accomplished with a more restrictive zoning designation, and "B-5" (Business District) has a broad-spectrum of allowable uses.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation



LOCATION MAP

Council District: 3

0 1 2

Miles

Zoning Case 2025-40

B-2 TO B-5

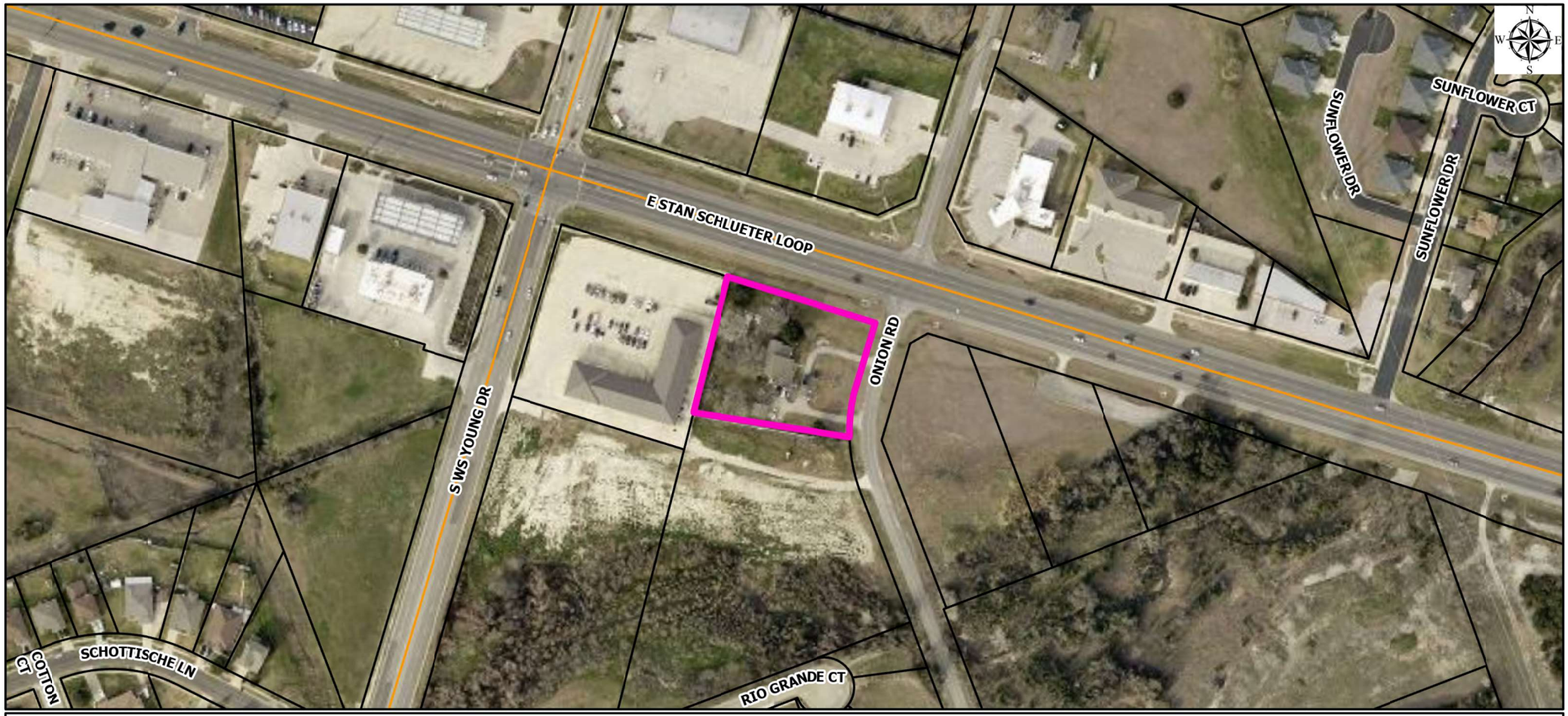
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: A0199BC R CUNNINGHAM, & A0528BC E LASERE, AKA LT PT 16 LLEWELYN EST 3, ACRES 1.313



AERIAL MAP

Council District: 3

0 200 400

Feet

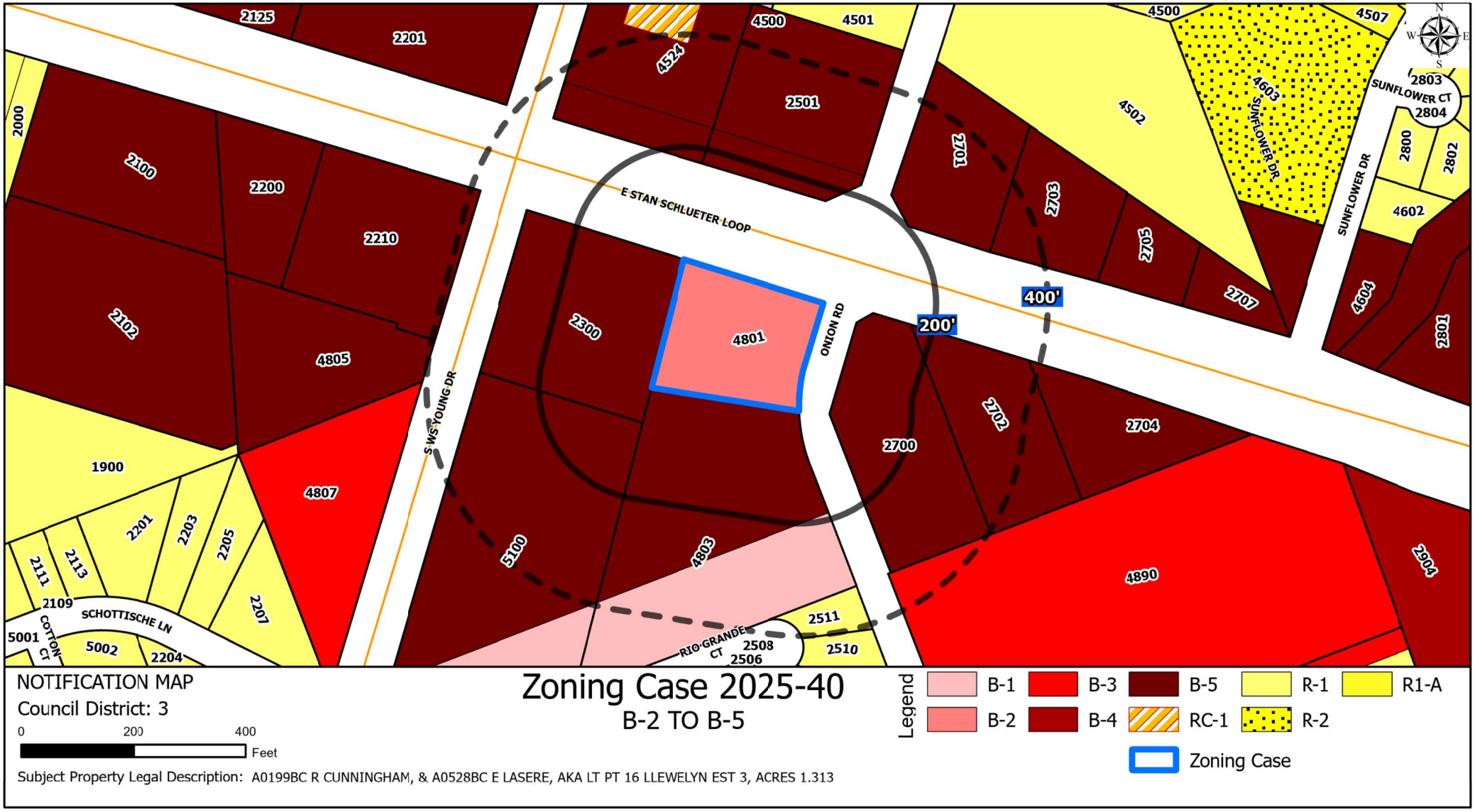
Zoning Case 2025-40

B-2 TO B-5

Legend

Zoning Case

Subject Property Legal Description: A0199BC R CUNNINGHAM, & A0528BC E LASERE, AKA LT PT 16 LLEWELYN EST 3, ACRES 1.313



NOTIFICATION MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-40
B-2 TO B-5

Legend
B-1 B-3 B-5 R-1 R1-A
B-2 B-4 RC-1 R-2
Zoning Case

Subject Property Legal Description: A0199BC R CUNNINGHAM, & A0528BC E LASERE, AKA LT PT 16 LLEWELYN EST 3, ACRES 1.313

SITE PHOTOS

Case #Z25-40 "B-2" to "B-5"

View of the subject property from Onion Road.

View from the subject property looking south down Onion Road.

SITE PHOTOS

Case #Z25-40 "B-2" to "B-5"

View facing north towards E Stan Schlueter Loop.

View from the subject property facing east.

MINUTES
PLANNING AND ZONING COMMISSION MEETING
Z25-40
"B-2" to "B-5"

Hold a public hearing and consider a request submitted by Dominic Vo on behalf of Hoang, Kim Anh Revocable Living Trust **(Case# Z25-40)** to rezone approximately 1.313 acres out of the Robert Cunningham Survey, Abstract No. 199 and Eugene La Sere Survey, Abstract No. 528 (also known as part of Lot 16 Llewellyn Estates #3 unrecorded subdivision) from "B-2" (Local Retail District) to "B-5" (Business District). The subject property is locally addressed as 4801 Onion Road, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

Dominic Vo of All City Real Estates was present to represent the request.

Chairman Purifoy opened the public hearing at 5:45 p.m.

Ms. Melissa Brown spoke in opposition to this request. She stated that "B-5" (Business District) allows for a wide range of uses, including mechanic shop, car dealership and storage facility, which could increase traffic in the area, especially the ingress and egress of Onion Road. Ms. Brown stated that Onion Road is rural, and this development would not fit the character of the area. She stated that keeping the current lighter intensity zoning designation would allow it to be compatible with the 2040 Comprehensive Plan and contribute to creating a complete neighborhood.

With no one else wishing to speak, the public hearing was closed at 5:47 p.m.

Commissioner Cooper asked what the proposed use of the property is. Chairman Purifoy called the agent, Mr. Dominic Vo, back up to address Commissioner Cooper's inquiry.

Mr. Vo stated that the proposed use is a salon suite or office space for rent.

Commissioner Cooper stated that there are currently two salon suites across the subject property that are empty for years and the road is dangerous due to the slope on Onion Road.

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

Commissioner Giacomozzi moved to recommend approval of the applicant's request as presented. Commissioner Rowe seconded, and the item was opened for discussion.

Commissioner Giacomozzi stated that he agreed with the recommendation made by staff. Commissioner Cooper expressed concern with allowing a higher intensity zoning district when the intended use could be accomplished with a more restrictive zoning designation. She also expressed concerned for the wide range of allowable uses within the “B-5” (Business District) zoning district.

Chairman Purifoy called for the vote. The motion to recommend approval of the applicant’s request passed by a vote of 3 to 1 with Commissioner Cooper in opposition.

Commissioner Cooper stated she was in opposition due to the fact that requested “B-5” (Business District) zoning district has a broad spectrum of permitted uses, and the intended use of the property could be accomplished with a more restrictive zoning designation, such as “B-2” (Local Retail District) or “B-3” (Local Business District).

ORDINANCE NO. 26-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.313 ACRES OUT OF THE ROBERT CUNNINGHAM SURVEY, ABSTRACT NO. 199 AND EUGENE LA SERE SURVEY, ABSTRACT NO. 528 (ALSO KNOWN AS PART OF LOT 16 LLEWELLYN ESTATES #3 UNRECORDED SUBDIVISION) FROM "B-2" (LOCAL RETAIL DISTRICT) TO "B-5" (BUSINESS 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, Dominic Vo, on behalf of Hoang, Kim Anh Revocable Living Trust, presented to the City of Killeen a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 1.313 acres out of the Robert Cunningham Survey, Abstract No. 199 and Eugene La Sere Survey, Abstract No. 528 (also known as part of Lot 16 Llewellyn Estates #3 unrecorded subdivision), locally addressed as 4801 Onion Road, Killeen, Texas, from "B-2" (Local Retail District) to "B-5" (Business District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, 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 January 20, 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 1.313 acres out of the Robert Cunningham Survey, Abstract No. 199 and Eugene La Sere Survey, Abstract No. 528 (also known as part of Lot 16 Llewellyn Estates #3 unrecorded subdivision), locally addressed as 4801 Onion Road, Killeen, Texas, be changed from "B-2" (Local Retail District) to "B-5" (Business 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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-40
Ord. #26-___

JoAnn Lomas

From: Dominic Vo <dom@vorealtygroup.com>
Sent: Monday, November 24, 2025 2:56 PM
To: David Hermosillo; JoAnn Lomas
Cc: Maria G. Lopez
Subject: Re: Signage Requirement for Zoning Case Z25-40 on Onion Road

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe. Never enter your password or other sensitive information on linked web pages contained in this email unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk at 254-501-8900.

City of Killeen
Planning & Development Services

RE: **Request for Zoning Change from B-2 (Local Retail District) to B-5 (Business District)**

Property Address: 4801 Onion Rd killeen, tx 76542

Legal Description: a0199bc R cunningham & a0528bc e laseere, aka lt pt 16 llewelyn est #2 acres 1.313

To Whom It May Concern:

I respectfully submit this letter to request a zoning change for the above-referenced property from **B-2 (Local Retail District)** to **B-5 (Business District)**. The purpose of this request is to allow the property to be developed for **professional office use** and/or **multi-use salon suites**, which are more appropriately supported under the B-5 zoning classification.

Reason for the Request

1. **Proposed Office and Salon Suite Development**
   The owner intends to develop the property as either:
   - A **professional office building** for rent to small businesses, or
   - A **multi-use salon suite facility** offering individual rooms for licensed beauty, wellness, and personal-care professionals.
     Both uses align directly with permitted uses within the B-5 district.
2. **Better Zoning Fit for Intended Uses**
   While B-2 allows limited retail and neighborhood services, it does not fully support the range of business activities needed for multi-suite professional tenants. **B-5 zoning provides the flexibility needed** for modern commercial tenants, including offices, personal services, and specialty businesses.
3. **Compatibility With Surrounding Area**
   The surrounding properties include a mix of commercial, retail, service, and office uses. The

requested B-5 zoning is consistent with the area's existing development pattern and will not introduce any incompatible uses.

4. **Community and Economic Benefits**
   This project will:
   - Provide affordable office and salon business space for local entrepreneurs
   - Encourage small business growth
   - Increase commercial activity
   - Enhance the appearance and value of the corridor
   - Create recurring rental opportunities and support local employment
5. **Minimal Impact on Infrastructure**
   Both office use and salon suites generate moderate, predictable traffic and place low demand on utilities and city services. The project is low-impact and appropriate for this commercial corridor.

For these reasons, we believe rezoning the property to **B-5 (Business District)** is appropriate and in the best interest of the community and ongoing commercial growth in Killeen. We respectfully request your approval of this zoning change.

Thank you for your time and consideration. Please contact me at 512-299-1147 if additional information is needed.

"Nothing makes me happier than helping great people like you! If you know someone who needs real estate advice, I'd be honored if you sent them my way."
"Không có gì khiến tôi hạnh phúc hơn là giúp đỡ những khách hàng tuyệt vời như bạn! Nếu bạn biết ai cần tư vấn về bất động sản, tôi sẽ rất vinh hạnh nếu bạn giới thiệu họ cho tôi."
Texas law requires license holders to provide the Information About Brokerage Services to prospective clients.
Texas Real Estate Commission Consumer Protection Notice

Respectfully yours,

DOMINIC VO
Licensed Texas Real Estate Agent
All City Real Estate
Mobile: 512-299-1147
Phone: 737-345-3535
www.vorealtygroup.com
Dom@vorealtygroup.com
708 E. Elms Rd
Killeen, TX 76542

CASE #Z25-40:“B-2” TO “B-5”

PH-26-005

January 20, 2026

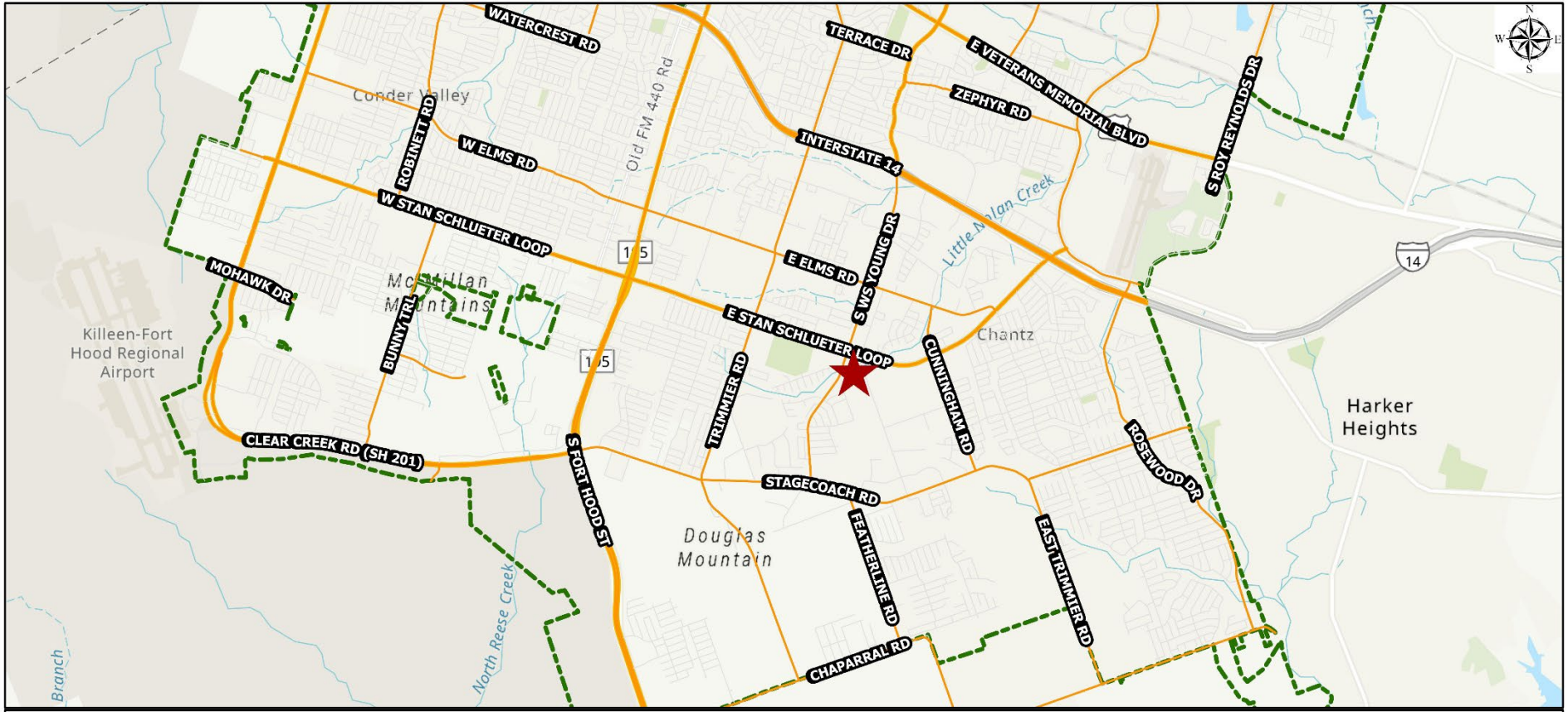
Case #Z25-40: “B-2” to “B-5”

- Hold a public hearing and consider a request submitted by Dominic Vo on behalf of Hoang, Kim Anh Revocable Living Trust **(Case# Z25-40)** to rezone approximately 1.313 acres out of the Robert Cunningham Survey, Abstract No. 199 and Eugene La Sere Survey, Abstract No. 528 (also known as part of Lot 16 Llewellyn Estates #3 unrecorded subdivision) from “B-2” (Local Retail District) to “B-5” (Business District).
- The subject property is locally addressed as 4801 Onion Road, Killeen, Texas.

Case #Z25-40: “B-2” to “B-5”

- The applicant is requesting to rezone the property at 4801 Onion Road from “B-2” (Local Retail District) to “B-5” (Business District).

- If approved, the applicant intends to develop the property for use as a professional offices and/or salon suites.



LOCATION MAP
Council District: 3

0 1 2
Miles

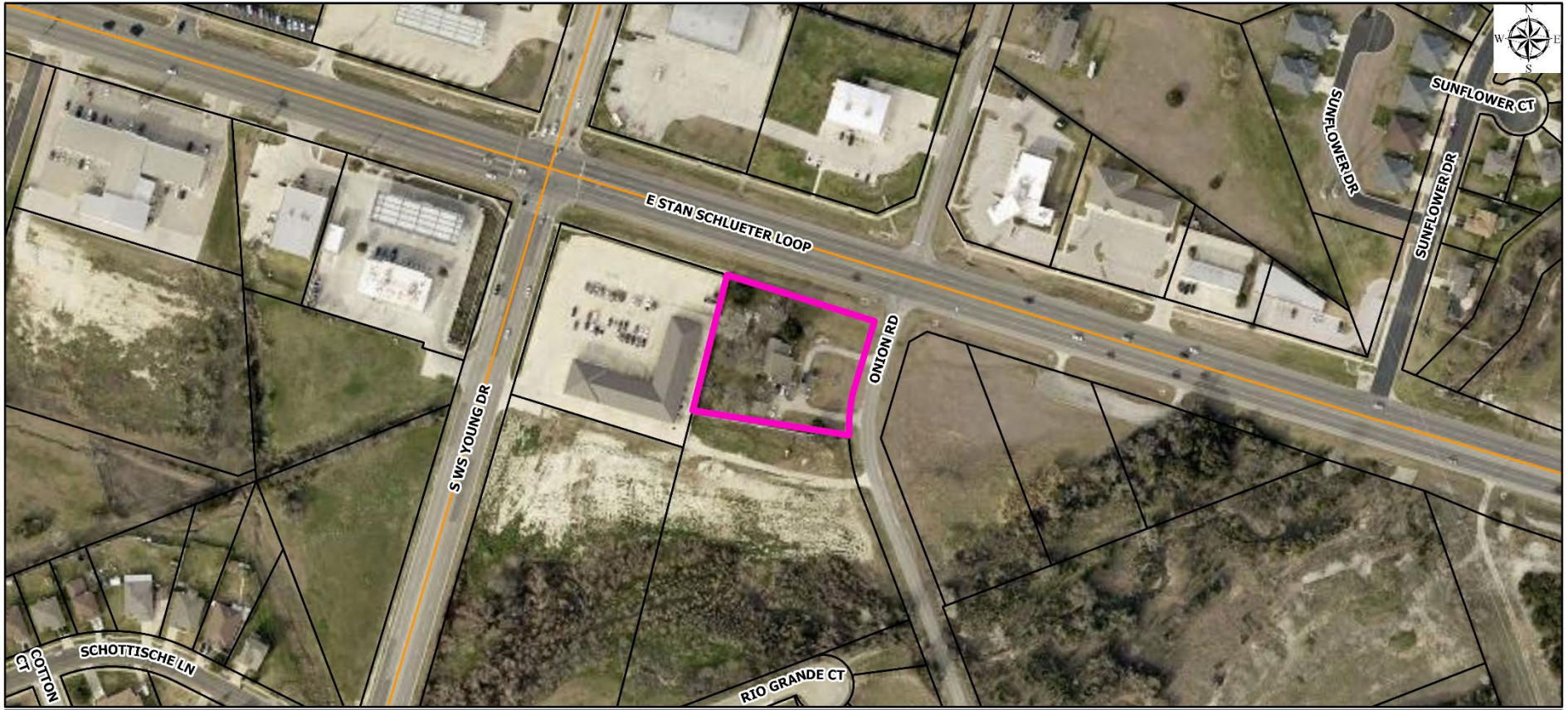
Zoning Case 2025-40

B-2 TO B-5

Legend

Major Roads
City Limit
Zoning Case Location

Subject Property Legal Description: A0199BC R CUNNINGHAM, & A0528BC E LASERE, AKA LT PT 16 LLEWELYN EST 3, ACRES 1.313



AERIAL MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-40

B-2 TO B-5

Legend

Zoning Case

Subject Property Legal Description: A0199BC R CUNNINGHAM, & A0528BC E LASERE, AKA LT PT 16 LLEWELYN EST 3, ACRES 1.313

Case #Z25-40: “B-2” to “B-5”

View of the subject property facing west from Onion Road:

Case #Z25-40: “B-2” to “B-5”

View from the subject property facing south on Onion Road:

Case #Z25-40: “B-2” to “B-5”

View from the subject property facing north towards E. Stan Schlueter Lp.:

Case #Z25-40: “B-2” to “B-5”

View from the subject property facing east across Onion Road:

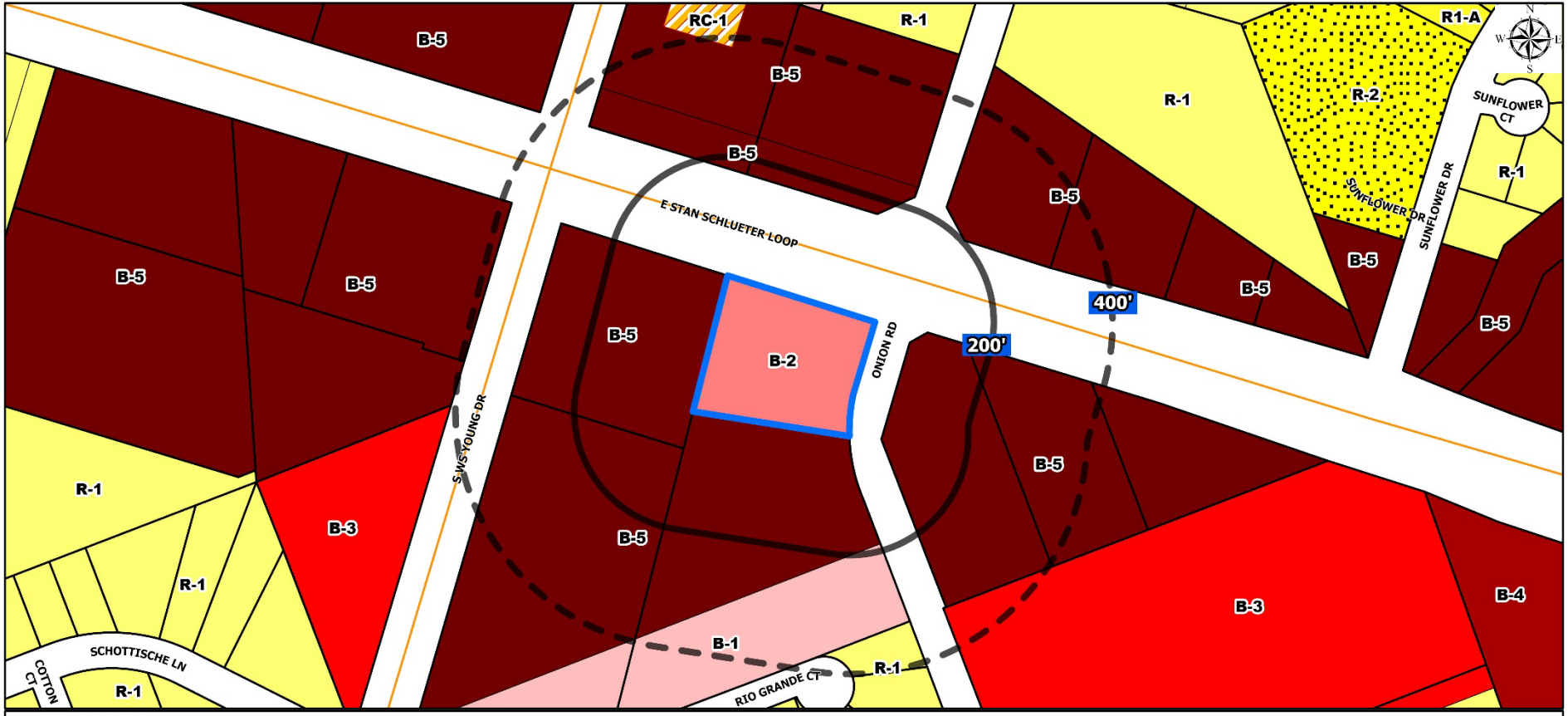
Case #Z25-40: “B-2” to “B-5”

- The subject property is designated “Regional Commercial” (RC) on the Future Land Use Map (FLUM) and designation and Neighborhood Infill (NI) on the Growth Sector Map.

Public Notification

- Staff notified the owners of fourteen (14) surrounding properties regarding this request.

- To date, staff has received zero (0) written responses regarding this request.



ZONING MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-40

B-2 TO B-5

Subject Property Legal Description: A0199BC R CUNNINGHAM, & A0528BC E LASERE, AKA LT PT 16 LLEWELYN EST 3, ACRES 1.313

Staff Recommendation

- Staff finds that the applicant's request to rezone the subject property from "B-2" (Local Retail District) to "B-5" (Business District) is consistent with the recommendations outlined in the Killeen 2040 Comprehensive Plan.
- Therefore, staff recommends approval of the applicant's request as presented.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1.
- Commissioner Cooper voted in opposition, noting that "B-5" (Business District) has a wide range of permitted uses, and the intended use of the property could be accomplished with a more restrictive zoning designation.

City of Killeen

Staff Report

File Number: PH-26-006

Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services on behalf of The Gary W. Purser Jr. 2000 Trust **(Case# Z25-41) to** rezone approximately 97.13 acres out of the Eugene La Sere Survey, Abstract No. 527 and the W. L. Harris Survey, Abstract No. 1155 from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located north of the terminus of Yates Road, east of the terminus of Mohawk Drive, and south of the terminus of Imperial Eagle Drive, Killeen, Texas.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Zoning Case # Z25-41: "A" to "R-1"**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: The Gary W. Purser Jr. 2000 Trust
Agent: Central Texas Land Development Services
Current Zoning: "A" (Agricultural District)
Proposed Zoning: "R-1" (Single-Family Residential District)
FLUM Designation: 'Traditional Neighborhood' (TN)
Growth Sector Designation: 'Controlled Growth' (CG)

Summary of Request:

Central Texas Land Development Services, on behalf of The Gary W. Purser, Jr. 2000 Trust, submitted a request to change the zoning of 97.13 acres from "A" (Agricultural District) to "R-1" (Single-Family Residential District). If approved, the property owner intends to subdivide the property for future development of single-family homes.

Zoning/Plat Case History:

The subject property was annexed into the city limits in 2025 via Ordinance No. 25-019, and subsequently zoned "A" (Agricultural District), the default zoning for newly annexed property. The

property will need to be platted before any new development can occur.

Character of the Area:

North: A developed property zoned "R-1" (Single-Family Residential District) and "AR-1" (Agricultural Single-Family Residential District).
South: Property located in the Extra-Territorial Jurisdiction ("ETJ") and developed and undeveloped property zoned "A" (Agricultural District).
East: A property located in the ETJ and a developing subdivision zoned "PUD" (Planned Unit Development).
West: A property located in the ETJ and developed "R-1" (Single-Family Residential District) and "R-2" (Two-Family Residential District) subdivision.

Future Land Use Map Analysis:

The subject property is located within the 'Controlled Growth' area on the Growth Sector Map and designated as 'Traditional Neighborhood' on the Future Land Use Map (FLUM) of the 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 request supports or furthers the following Comprehensive Plan recommendations:

- **LU1** - Use place types and complete neighborhoods as building blocks
- **LU3** - Encourage incremental evolution of neighborhoods
- **NH3** - Diversify housing mix (types and price points)
- **NH4** - Build complete neighborhoods
- **MC3** - Improve network connectivity

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 since affordability and quality of life mean different things to different people.

The 'Traditional Neighborhood' place type recreates the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies, and a mix of uses. Though it is not required for uses to always be mixed within the same building, it is important to note that large single use developments (such as large multiplex apartments or retail centers with large land area devoted to parking) do not suit traditional neighborhoods. Uses should be pedestrian in nature as mixed-use neighborhoods are places where residents can live, shop, work, and gather

and access all of these activities largely on foot. Buildings should be generally limited to three stories, though four is acceptable along avenues and higher intensity roadways. This place type encourages a fifty percent (50%) nonresidential and eighty percent (80%) residential use mix.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #5. This development zone is west of Fort Hood Street and south of Stan Schlueter Loop. This development zone consists of 69.41% residential uses and 30.59% commercial uses.

The current land use mix within this area comprises the following acreages and percentages, approximately:

District	Acres	Percentage
Special Districts	195.79	5.66%
Residential	2206.39	63.75%
Industrial	19.91	0.58%
Commercial	337.92	9.76%
Agricultural	700.92	20.25%
Totals	**3460.93**	**100.00%**
Vacant Land	1630.86	47.12%

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.

Water services are available for Bell County Appraisal District ("BCAD") Parcel #528426 via an existing 8" water distribution main located at the northern boundary of the tract at Imperial Eagle Dr. and an existing 3" water distribution main which is located on the southern boundary of the property at Yates Rd., and an existing 8" water distribution main located near the southwestern corner of the property.

Wastewater services are available for BCAD Parcel #528426 via an existing 8" wastewater main located at the northern boundary of the tract at Imperial Eagle Dr., and an existing 12" wastewater main crossing the northeastern corner of the property, and an existing 8" wastewater main located near the southwestern corner of the property.

No storm sewer infrastructure exists adjacent to the property.

Transportation and Thoroughfare Plan:

Access for BCAD Parcel #528426 is via Imperial Eagle Dr. (60' ROW - Local Road), Yates Rd. (60' ROW - Local Road), and the proposed extension of Mohawk Dr. (90' ROW - Proposed Minor Arterial).

The current zoning classification for the property is "A". The property is undeveloped and generates no appreciable traffic.

The proposed zoning classification is "R-1", and the tract is expected to contain residential structure(s) at build-out. Based on the information contained in the 10th Edition of the ITE Trip Generation documents and the anticipated proposed use of the property, approximately 3,440 additional average daily trips will be generated as a result of the development.

An individual traffic impact analysis is 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.

PARKS AND PROPOSED TRAIL PLAN:

The applicant estimates that the proposed development will yield approximately 365 single-family lots. Based on that number, Parkland Dedication requirements would be as follows:

- Parkland dedication requirement: 5.45 acres; *or*
- Fees-in-lieu of parkland dedication: $273,750; *and*
- Park development fees: $164,250

However, staff notes that with the recent adoption of Senate Bill 15 and the subsequent amendment to the City's Zoning ordinance, the site could be developed in accordance with Killeen Code of Ordinances Sec. 31-475, which allows for lots as small as 3,000 square feet. Staff estimates that lots of this size could potentially yield approximately eight (8) to ten (10) units per acre, so the lot yield could be as high as 777 to 971 lots. The actual lot count will be determined during the platting phase and will vary based on subdivision design, infrastructure requirements, drainage and detention capacity, open space allocation, and compliance with all applicable development standards.

Environmental Assessment:

The property is in the Stillhouse Hollow Lake / Lampasas River Watershed. Portions of the property are located within Zone AE (Special Flood Hazard Area - 1% Annual Chance of Flooding), per the Federal Emergency Management Agency Flood Insurance Rate Map 48027C0260E, effective September 26, 2008.
The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification:

Staff notified one hundred twenty-three (123) owners of surrounding properties regarding this request. As of the date of this staff report, staff has received one (1) response in support.

Staff Findings:

The subject property is currently zoned as "A" (Agricultural District). If approved, the applicant intends to develop single-family residential homes. The surrounding area features various residential uses, including standard single-family lots, PUD single-family homes, and undeveloped property.

Staff finds that the applicant's request is consistent with the recommendations of the City of Killeen Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request does conform 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, subsequent development and dedication of public infrastructure will require maintenance funds over the life cycle of future 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:

Staff recommends approval of the proposed request as presented.

At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval by a vote of 3 to 1, with Commissioner Cooper is in opposition.

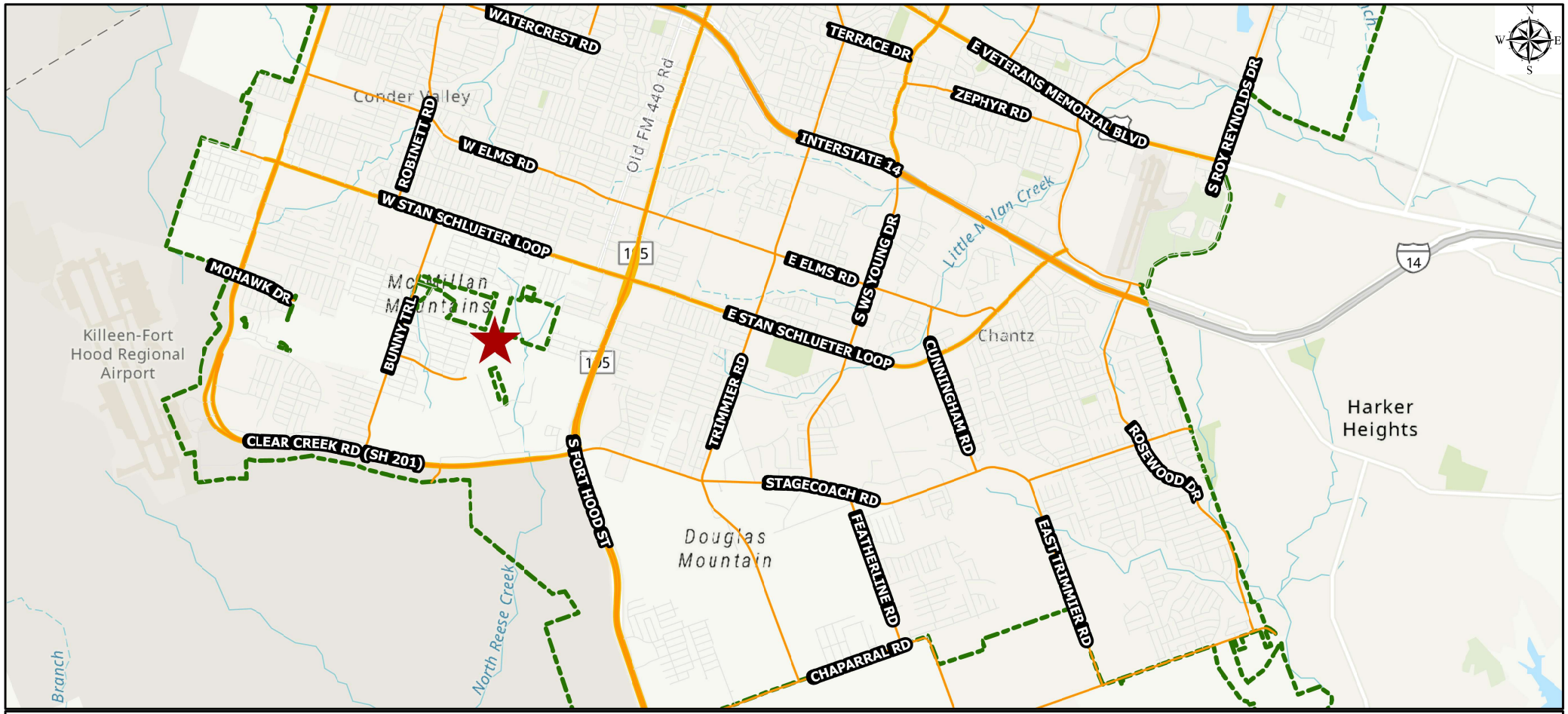
Commissioner Cooper opposed the request, citing concerns about safety measures, the current issues with existing roads, and the potential impact of increased traffic with access limited to only one street.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Proposed Layout
Response
Presentation



LOCATION MAP

Council District: 4

0 1 2

Miles

Zoning Case 2025-41

A TO R-1

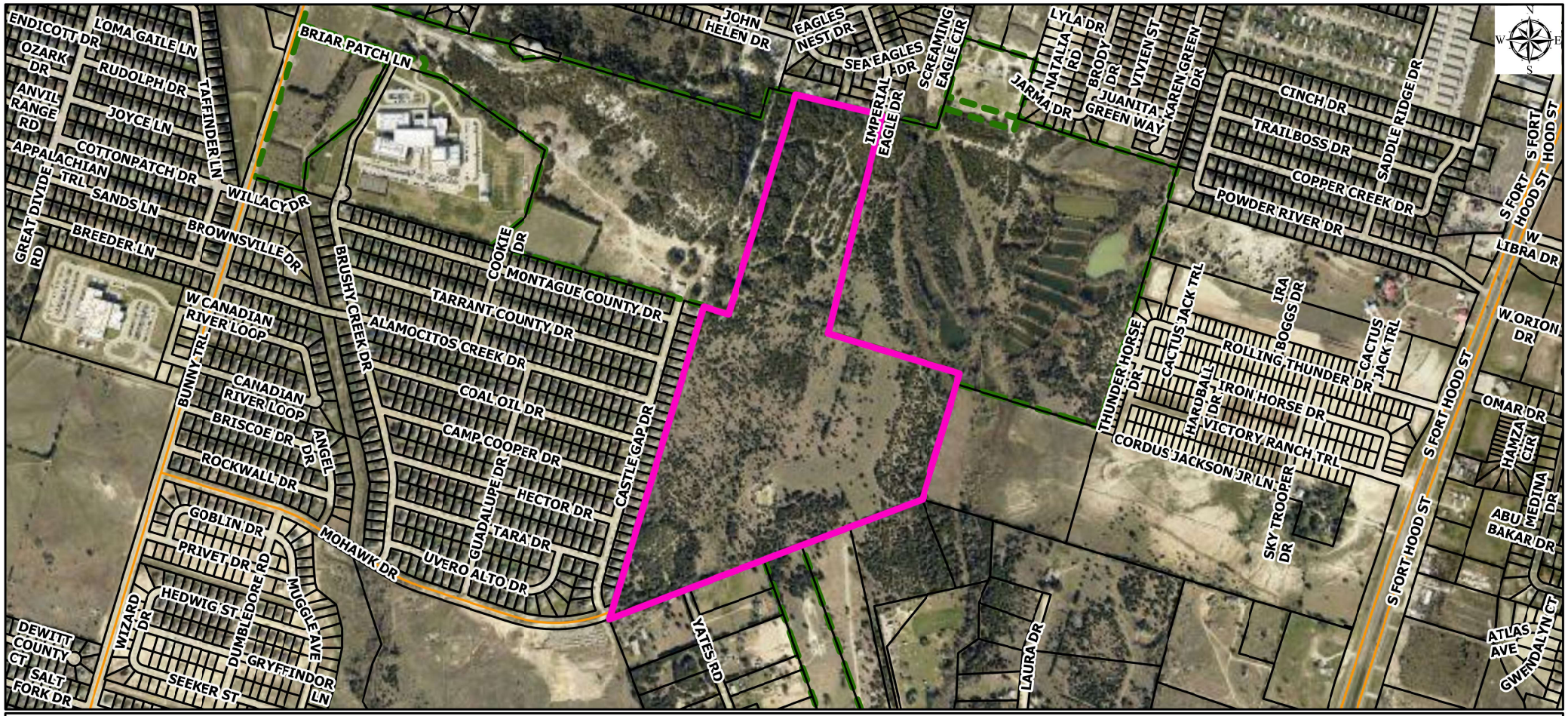
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: 97.13 Ac. of the E. La Sere Survey, Abstract No. 527 & out the W.L. Harris Survey, Abstract No. 1156



AERIAL MAP

Council District: 4

0 200 400

Feet

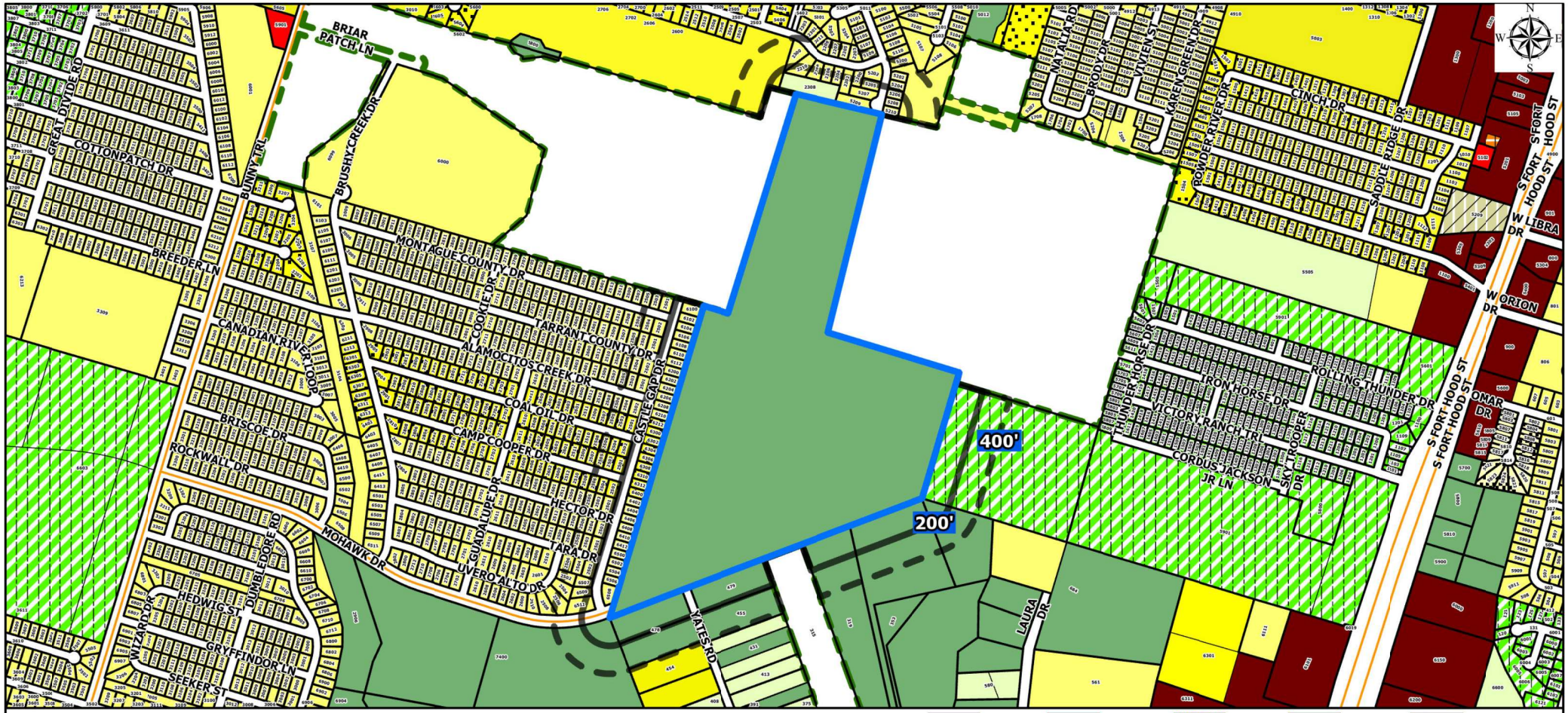
Zoning Case 2025-41

A TO R-1

Legend

Zoning Case

Subject Property Legal Description: 97.13 Ac. of the E. La Sere Survey, Abstract No. 527 & out the W.L. Harris Survey, Abstract No. 1156



NOTIFICATION MAP

Council District: 4

0 200 400

Feet

Zoning Case 2025-41

A TO R-1

Legend

A	B-5	PUD	R-3	RT-1	
A-R1	B-C-1	R-1	R-MP	SR-1	
B-3	CUP	R-2	R1-A	UD	
Zoning Case					

Subject Property Legal Description: 97.13 Ac. of the E. La Sere Survey, Abstract No. 527 & out the W.L. Harris Survey, Abstract No. 1156

SITE PHOTOS

Case #Z25-41: “A” to “R-1”

View of the subject property from Imperial Eagle Drive:

View facing north from the subject property down Imperial Eagle Drive:

SITE PHOTOS

Case #Z25-41: “A” to “R-1”

View of the subject property from Yates Road:

View from the subject property facing south down Yates Road:

MINUTES
PLANNING AND ZONING COMMISSION MEETING
Z25-41
"A" to "R-1"

Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of The Gary W. Purser Jr. 2000 Trust **(Case# Z25-41)** to rezone approximately 97.13 acres out of the Eugene La Sere Survey, Abstract No. 527 and the W. L. Harris Survey, Abstract No. 1155 from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located north of the terminus of Yates Road, east of the terminus of Mohawk Drive, and south of the terminus of Imperial Eagle Drive, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.
Michelle Lee of Central Texas Land Development Services was present to represent the request.

Chairman Purifoy opened the public hearing at 5:56 p.m.

Ms. Melissa Brown spoke in opposition to this request. She expressed concern that, due to the passing of Senate Bill 15, staff is unable to regulate lot size requirements in the "R-1" (Single-Family Residential District) district to be larger than 3,000 square feet. Ms. Brown stated that a Planned Unit Development (PUD) would be more appropriate for future single-family residential developments to allow citizens to have more input on the density of future development. Ms. Brown also discussed possible ingress and egress into the development and stated that, if the intent is to connect the subdivision into Victory Ranch, that the already dense neighborhood would become more congested, and the current roads would be unable to support the increase in density.

With no one else wishing to speak, the public hearing was closed at 5:59 p.m.

Commissioner Rowe moved to recommend approval of the applicant's request as presented. Commissioner Giacomozzi seconded, and the item was opened for discussion.

Commissioner Cooper asked staff if the proposed subdivision would connect with Mohawk Drive. Ms. Meshier stated that City of Killeen's Thoroughfare Plan includes an east to west connection via Mohawk Drive, and this connection will have to be shown during the platting process. Mr. Hermosillo further stated that the developers will be building the connection of Mohawk Drive on the subject property.

Chairman Purifoy called the motion to recommend approval of the request as presented to a vote. The motion to approve passed by a vote of 3 to 1 with Commissioner Cooper in opposition.

Commissioner Cooper stated that she voted in opposition due to concerns about the adequacy of ingress and egress for the proposed development.

ORDINANCE NO. 26-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 97.13 ACRES OUT OF THE EUGENE LA SERE SURVEY, ABSTRACT NO. 527 AND THE W. L. HARRIS SURVEY, ABSTRACT NO. 1155, FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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, Central Texas Land Development Services, on behalf of The Gary W. Purser Jr. 2000 Trust, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 97.13 acres out of the Eugene La Sere Survey, Abstract No. 527 and the W. L. Harris Survey, Abstract No. 1155, generally located north of the terminus of Yates Road, east of the terminus of Mohawk Drive, and south of the terminus of Imperial Eagle Drive, Killeen, Texas, from "A" (Agricultural District) to "R-1" (Single-Family Residential District)

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, 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 January 20, 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 97.13 acres out of the Eugene La Sere Survey, Abstract No. 527 and the W. L. Harris Survey, Abstract No. 1155, generally located north of the terminus of Yates Road, east of the terminus of Mohawk Drive, and south of the terminus of Imperial Eagle Drive, Killeen, Texas, be changed from “A” (Agricultural District) to “R-1” (Single-Family Residential 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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-41
Ord. #26-___

The Gary W. Purser, Jr. 2000 Trust
2901 E. Stan Schlueter Loop
Killeen, Texas 76542

November 12, 2025

Wallis W. Meshier, Assistant Director of Development Services
City of Killeen

Re: Zoning 97.13 Acres – Site Address: 5212 Imperial Eagle Drive

Ms. Meshier,

The Gary W. Purser, Jr. 2000 Trust would like to request a zoning change for 97.13 acres (also known as 5212 Imperial Eagle Drive) from A(Agricultural) to R-1(Single-Family Residential District) element to accommodate future development.

The zoning change will not impact the surrounding properties and is consistent with the approved preliminary plat.

Respectfully,

Gary W. Purser, Jr.
Gary W. Purser, Jr. 2000 Trust
2901 E. Stan Schlueter Loop
Killeen, TX 76542

JOEL LOPEZ
– CALLED 1.276 AC. –
(DOC. #2018–19828)

EAGLE VALLEY
PHASE II
(YEAR 2013, NUMBER 3A&3B)

IMPERIAL EAGLE
(60' R.O.W.)

RYAN TOPHAM
– CALLED 7.00 AC. –
(DOC. #2024–023521)

PHYLLIS FERGUSON
– CALLED ### AC. –
(DOC. #2024–004849)

GONZALO MARTINEZ
– CALLED 60.303 AC. –
(DOC. #2019–058531)

937

936

MONTAGUE COUNTY DRIVE

TARRANT COUNTY DRIVE

ALAMOCITOS CREEK DRIVE

COAL OIL DRIVE

CAMP COOPER DRIVE

CASTLE GAP DRIVE

HECTOR DRIVE

TARA DRIVE

GOODNIGHT RANCH ADDITION
PHASE TWO
(CAB. D, SLIDE 324 B,C&D)

DAVID ALLEN CHEVALIER &
DEBORAH AQUINNGOC CHEVALIER
– CALLED 14.323 AC. –
(VOL. 3566, PAGE 334)

MICHAEL ALLAN LARSON &
WENDY I. DEHAAN–LARSON
– CALLED 9.995 AC. –
(INSTR # 2009–00042848)

HERMAN AQUINNGOC
– CALLED 7.517 AC. –
(INSTR # 2021–021135)

WESTERN OAKS
(CAB. A, SLIDE 306 A)

YATES ROAD
(60' R.O.W.)

M&M ACRES
(CAB. D, SLIDE 390 B)

MOHAWK DRIVE
(90' R.O.W.)

PFESE CREEK DEVELOPERS, LTD.
– CALLED 620.718 AC. –
(VOL. [illegible], PG 540)

YOUR NAME: DUSTIN KING PHONE NUMBER: 254-415-7035

CURRENT ADDRESS: 105 E FM 2410 HARKER HEIGHTS, TX 76548

ADDRESS OF PROPERTY OWNED: 5901 S FORT HOOD ST

COMMENTS:

I AM IN SUPPORT OF THIS REZONING REQUEST

RECEIVED
DEC 09 2025
By JL

SIGNATURE:

REQUEST: "A" to "R-1"
Z25-41/010

P.O. Box 1329 Killeen, Texas 76541• 254.501.7648 •Fax 254.501.7628
www.KilleenTexas.gov

CASE #Z25-41:“A” TO “R-1”

PH-26-006

January 20, 2026

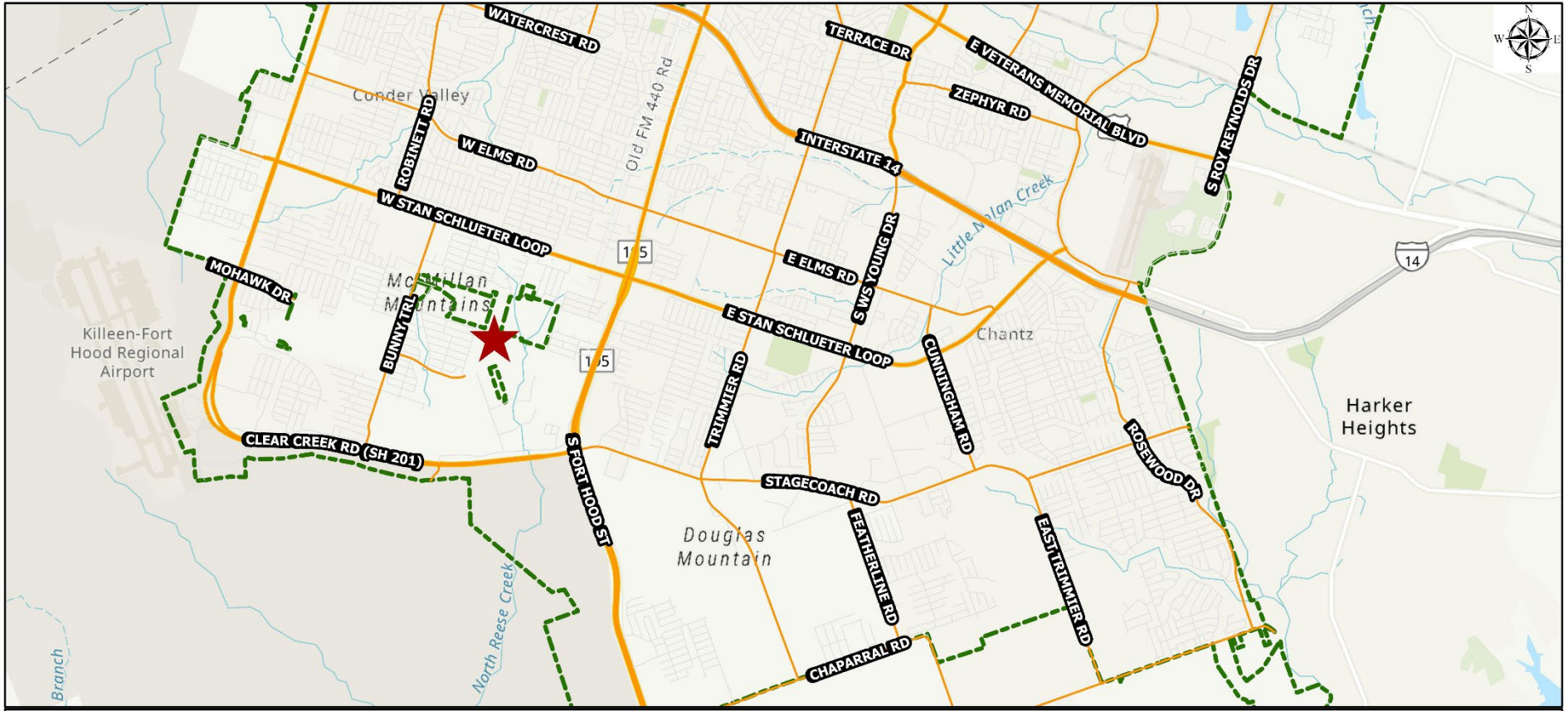
Case #Z25-41: “A” to “R-1”

- Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of The Gary W. Purser Jr. 2000 Trust (**Case# Z25-41**) to rezone approximately 97.13 acres out of E. Lasere Survey, Abstract No. 527 and W. L. Harris Survey, Abstract No. 1155, from “A” (Agricultural District) to “R-1” (Single-Family Residential District). The subject property is generally located north of the terminus of Yates Road, east of the terminus of Mohawk Drive, and south of the terminus of Imperial Eagle Drive, Killeen, Texas.

Case #Z25-41: “A” to “R-1”

- If approved, the applicant intends to develop the property as a single-family residential development.

- Based on the applicant’s preliminary concept plan, the subject property will yield approximately 365 single-family lots.



LOCATION MAP
Council District: 4

0 1 2
Miles

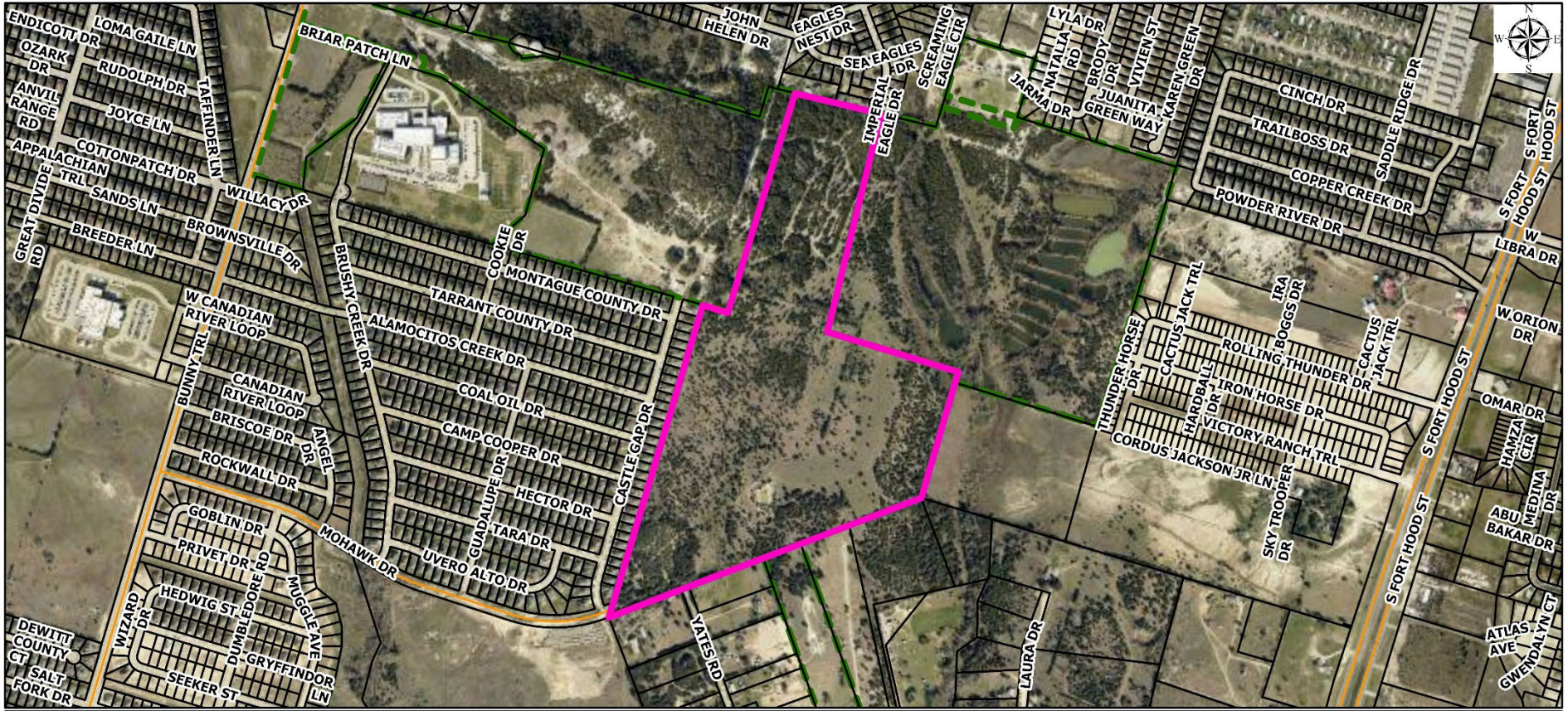
Zoning Case 2025-41

A TO R-1

Legend

Major Roads
City Limit
Zoning Case Location

Subject Property Legal Description: 97.13 Ac. of the E. La Sere Survey, Abstract No. 527 & out the W.L. Harris Survey, Abstract No. 1156



AERIAL MAP

Council District: 4

0 200 400

Feet

Zoning Case 2025-41

A TO R-1

Legend

Zoning Case

Subject Property Legal Description: 97.13 Ac. of the E. La Sere Survey, Abstract No. 527 & out the W.L. Harris Survey, Abstract No. 1156

Case #Z25-41: “A” to “R-1”

View of the subject property from Imperial Eagle Drive facing south:

Case #Z25-41: “A” to “R-1”

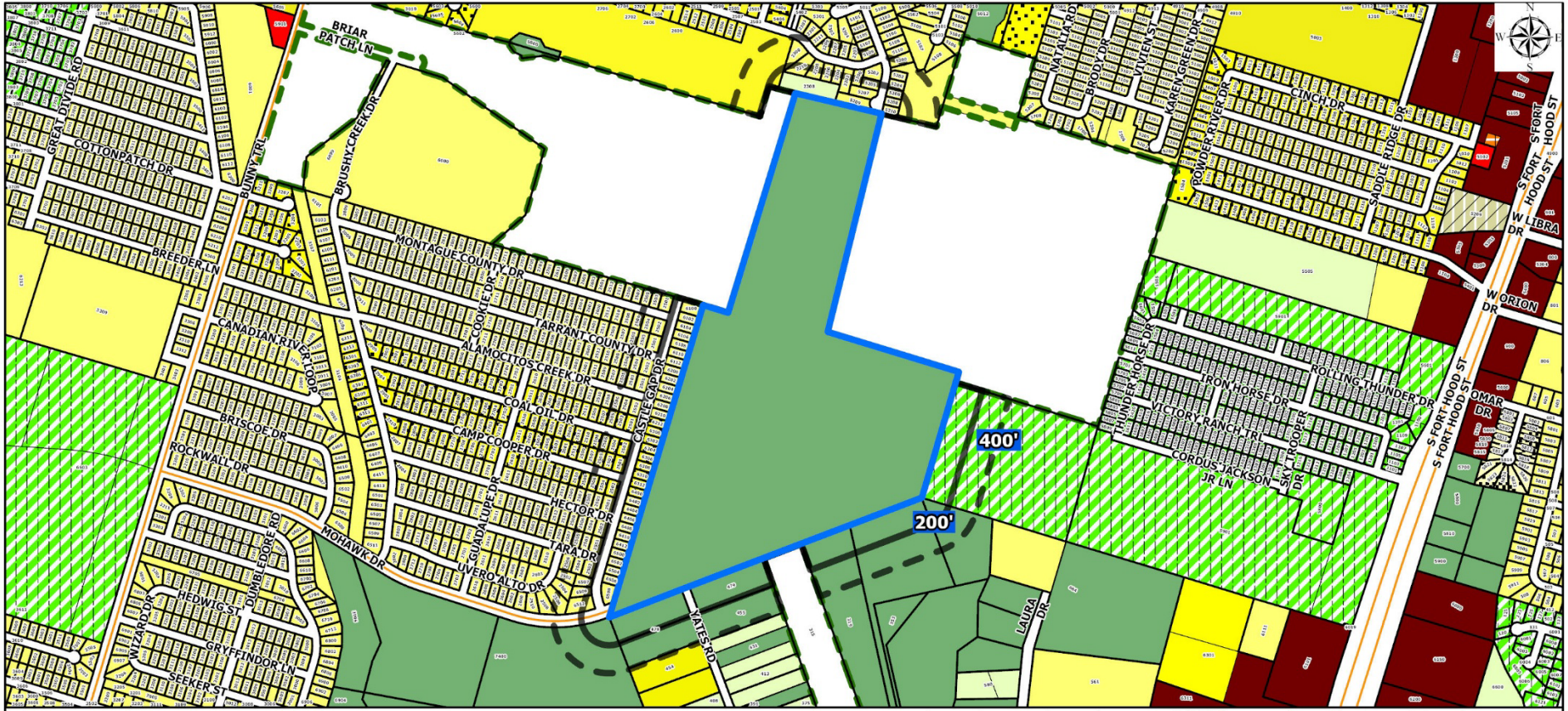
View from the subject property facing north on Imperial Eagle Drive:

Case #Z25-41: “A” to “R-1”

View of the subject property from Yates Road facing north :

Case #Z25-41: “A” to “R-1”

View from the subject property facing south on Yates Road:



NOTIFICATION MAP
Council District: 4
0 200 400
Feet

Zoning Case 2025-41
A TO R-1

Legend

A	B-5	PUD	R-3	RT-1	
A-R1	B-C-1	R-1	R-MP	SR-1	
B-3	CUP	R-2	R1-A	UD	
Zoning Case					

Subject Property Legal Description: 97.13 Ac. of the E. La Sere Survey, Abstract No. 527 & out the W.L. Harris Survey, Abstract No. 1156

Public Notification

- Staff notified the owners of one hundred and twenty-three (123) surrounding properties.

- To date, staff has received one (1) written response in support of this request from the developer of the adjacent Victory Ranch subdivision.

Case #Z25-41: “A” to “R-1”

- The subject property is located within the ‘Controlled Growth’ area on the Growth Sector Map and designated ‘Traditional Neighborhood’ on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.
- The ‘Traditional Neighborhood’ Place Type encourages a walkable development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and a mix of uses.

Case #Z25-41: “A” to “R-1”

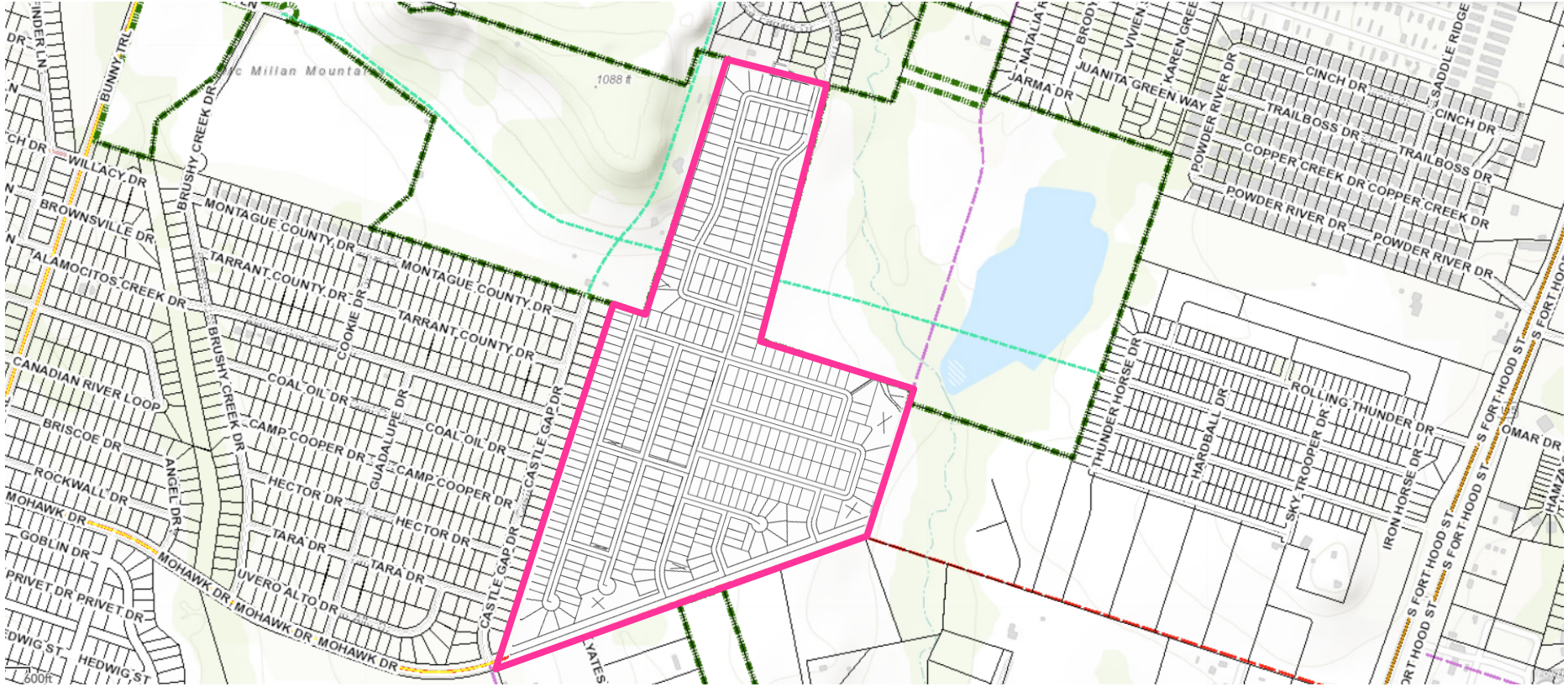
- Staff notes that with the recent adoption of Senate Bill 15, the developer is entitled to develop the property into single-family lots as small as 3,000 sq. ft. each.

- This could potentially result in a lot yield of approximately eight (8) to ten (10) units per acre, so the property could yield as many as 777 to 971 lots.

Case #Z25-41: “A” to “R-1”

- The actual lot count will be determined during the platting phase and will vary based on subdivision design, infrastructure requirements, drainage and detention capacity, open space allocation, and compliance with all applicable development standards.

Case #Z25-41: “A” to “R-1”



Staff Recommendation

- Staff finds that the applicant's request to rezone the subject property from "A" (Agricultural District) to "R-1" (Single Family Residential District) is consistent with the recommendations outlined in the Killeen 2040 Comprehensive Plan.
- Therefore, staff recommends approval of the applicant's request as presented.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Cooper in opposition.
- Commissioner Cooper voted in opposition due to concerns about the adequacy of ingress and egress for the proposed development.

City of Killeen

Staff Report

File Number: PH-26-007

Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Vincent Nguyen, **(Case# Z25-42)** to rezone approximately 0.864 acres, being Lot 1, Block 1 out of the Castor Subdivision from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1417 West Stan Schlueter Loop, Killeen, Texas.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Zoning Case # Z25-42: "B-5" to "B-5" w/ CUP**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Vincent Nguyen
Agent: Mitchell & Associates, Inc.
Current Zoning: "B-5" (Business District)
Proposed Zoning: "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption.
Current FLUM Designation: 'Regional Commercial'
Conditional Use Permit: Sec. 31-456(a) states that the purpose of the conditional use permit process is to identify land uses that may be appropriate within a zoning district.

Summary of Request:

The applicant's request is for a Conditional Use Permit (CUP) to allow the sale and on-premise consumption of alcohol in conjunction with a proposed nail salon, which will serve both alcoholic and non-alcoholic drinks. Alcohol service will be secondary to the primary use as a nail salon.

Killeen Code of Ordinances Chapter 31 Compliance:

The subject property is currently zoned "B-5" (Business District), and this zoning district does not allow the sale of alcohol for on-premise consumption by right. The applicant was advised to apply for a Conditional Use Permit.

Killeen Code of Ordinances Sec. 31-456 provides that the Conditional Use Permit (CUP) process is intended to identify those land uses that may be appropriate within a zoning district but, due to their location, function, or operation, could have a harmful impact on adjacent properties or the surrounding area, and to provide a procedure whereby such uses may be permitted by further restricting or conditioning the same so as to mitigate or eliminate such potential adverse impacts.
Sec. 31-456(e)(A) states that the Conditional Use Permit shall be void if the building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period;

Zoning/Plat Case History:

The property was annexed on December 22, 1986, via ordinance 86-87, and it was zoned to "B-5" (Business District) in 1994 via ordinance 94-11. It was platted as the Castor Subdivision in 1999.

Character of the Area:

North: Undeveloped Commercial property zoned "B-5" (Business District),
South: Developed Commercial (Storage Facility) zoned "B-3" (Local Business District)
West: Developed Commercial property zoned "B-5" (Business District)
East: Existing residential structure zoned "B-5" (Business District)

Future Land Use Map Analysis:

The subject property is located within the 'Intended Growth' (IG) area on the Growth Sector Map and is designated as 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Intended Growth' sector includes property that is in close proximity to existing development and has access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

These 'Regional Commercial' places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial. This place type encourages one hundred percent (100%) nonresidential and fifty percent (50%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.
- **NH4** - Build complete neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment of properties that can add to a widespread improvement. Additionally, staff finds that the proposed rezoning is consistent with the surrounding area, which consists of commercial-zoned property.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #4. This development zone is west of Fort Hood Street and north of Stan Schlueter Loop. This development zone consists of 44.81% residential uses and 55.19% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District	**Acres**	**Percentage**
Special Districts	107.15	1.87%
Residential	2457.49	42.94%
Industrial	11.37	0.20%
Commercial	2937.38	51.33%
Agricultural	209.35	3.66%
Totals	**5722.74**	**100.00%**
Vacant Land	684	11.95%

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.

Water services are available for Bell County Appraisal District ("BCAD") Parcel #208000 via an existing 12" water transmission main located on the northern right-of-way line of W. Stan Schlueter Loop.

Wastewater services are available for BCAD Parcel #208000 via an existing 6" wastewater main located along the northern property line of the tract.

No storm sewer infrastructure exists adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via W. Stan Schlueter Loop (135' ROW - Minor Arterial).

The current zoning classification for the property is "B-5". The property is currently in use as a Salon and Nail Bar and generates approximately 100 Average Daily Trips per day.

The proposed zoning classification is "B-5 w/ CUP". The current land use will be augmented with alcohol sales for on-site consumption. Based on the information contained in the 10th Edition of the ITE Trip Generation documents and the proposed use of the property, approximately 600 additional Average Daily Trips will be generated as a result of this zoning update.

An individual traffic impact analysis is not required at this time. The property is already developed and is only seeking to change the zoning.
If the conditions or assumptions used in the development of this 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 this site. Parkland dedication, fees in-lieu-of, and parkland development fees will not be required as the property is already developed and zoned for commercial uses.

Environmental Assessment:

The property is in the Stillhouse Hollow Lake / Lampasas River Watershed and is located within Zone X (Outside the 0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0260E with effective date September 26, 2008.
The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification:

Staff notified fourteen (14) owners of surrounding properties regarding this request. Staff has not received any written responses regarding this request.

Staff Findings:

The subject property is located within an active commercial location that includes a variety of uses such as restaurants and various retail establishments and there are legal non-conforming single-family residences zoned "B-5" (Business District) located east of the property. The applicant proposes to sell alcoholic beverages as a secondary component of the nail salon's primary operations. Staff finds the request consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

In accordance with Killeen Code of Ordinances Sec. 31-456(e)(1): "A conditional use permit shall continue in full force and effect until the earliest occurrence of any of the following events of termination, at which time it shall be void and shall have no further effect:
Termination Criteria:

A. The building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period;
B. The permit expires by its own terms;
C. The property is rezoned;
D. Another conditional use permit is approved for the site;
E. The building or premises is substantially enlarged or extended;
F. The use of the building or premises is materially expanded or increased; or
G. The violation of any one(1) or more of the conditions of approval.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the applicant's CUP request;
- Approve the proposed CUP with conditions; or
- Approve the CUP as presented by the applicant.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request as presented.

Staff finds that the approval of the applicant's request for a Conditional Use Permit (CUP) will allow the business to provide the sale and on-premise consumption of alcohol in conjunction with the nail salon, and the alcohol service will remain secondary to the salon's primary operations, ensuring the business retains its intended character. The proposed use is compatible with the surrounding area and consistent with the recommendations of the Killeen 2040 Comprehensive Plan, which encourages a mix of uses in commercial districts.

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 is already in place for this property.

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 to rezone the subject property from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption as requested by the applicant.

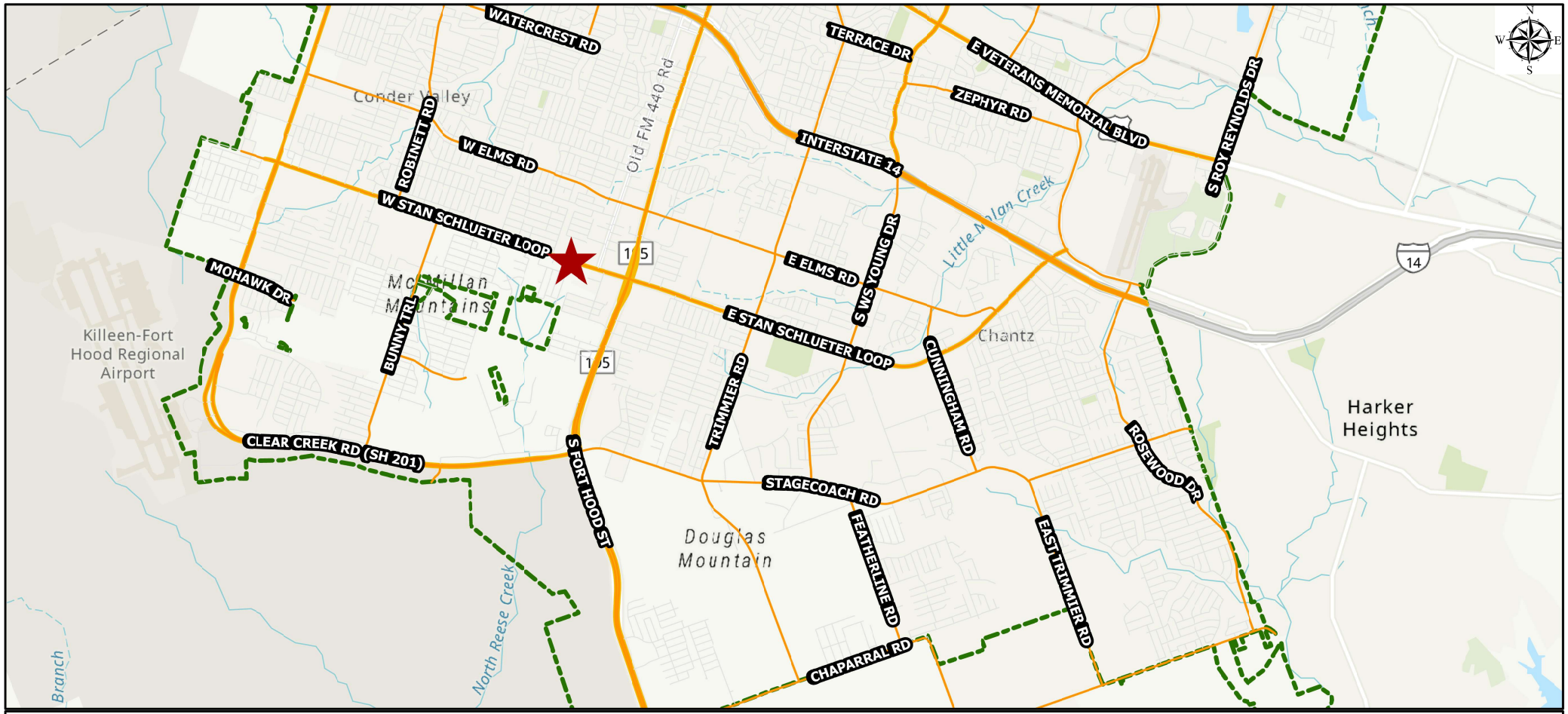
At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval by a vote of 4 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation



LOCATION MAP

Council District: 3

0 1 2 Miles

Zoning Case 2025-42

B-5 TO B-5 W/CUP

Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: CASTOR SUBDIVISION, BLOCK 001, LOT 0001, ACRES .864

AERIAL MAP

Council District: 3

0 200 400

Feet

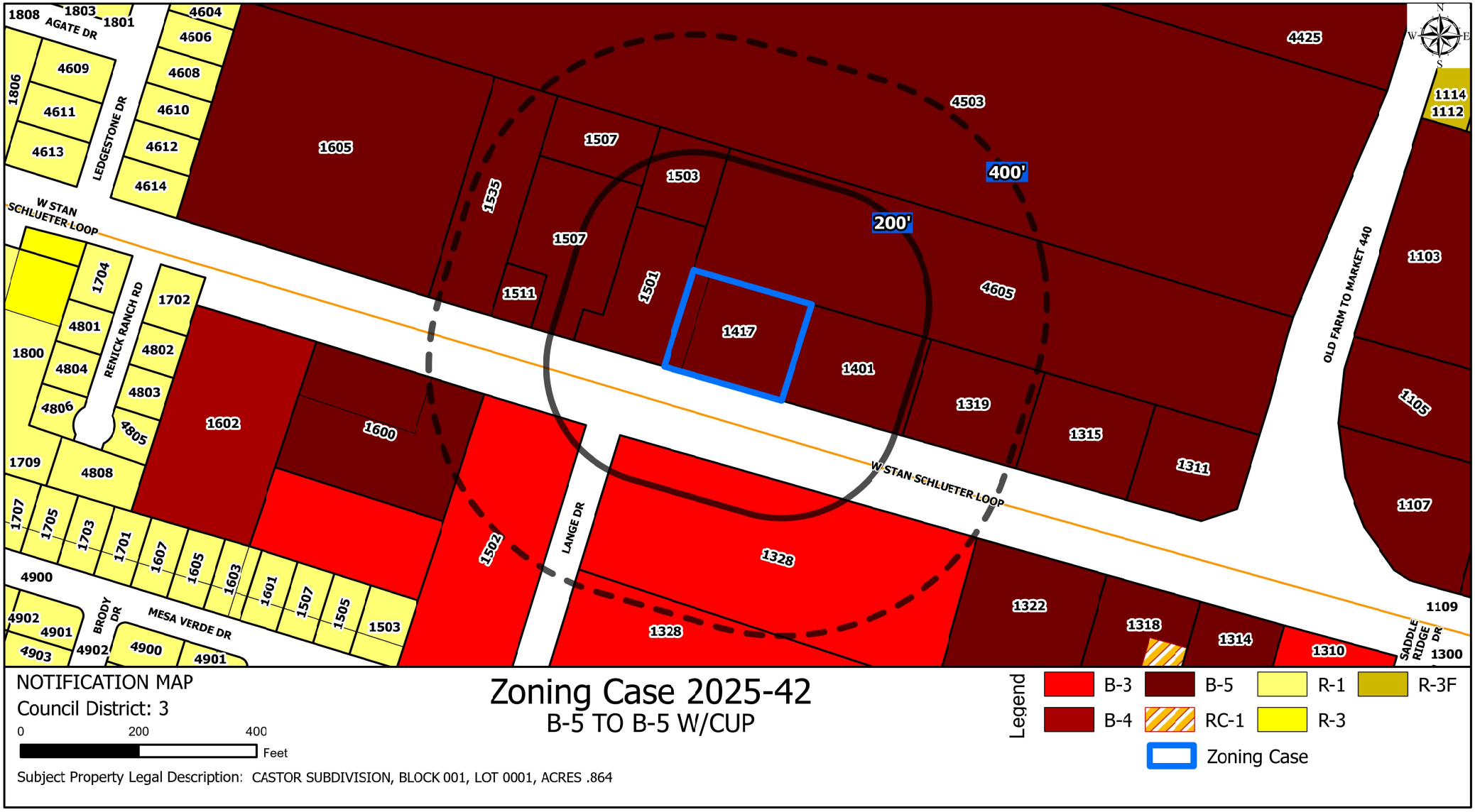
Zoning Case 2025-42

B-5 TO B-5 W/CUP

Legend

Zoning Case

Subject Property Legal Description: CASTOR SUBDIVISION, BLOCK 001, LOT 0001, ACRES .864



NOTIFICATION MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-42
B-5 TO B-5 W/CUP

Legend
B-3 B-5 R-1 R-3F
B-4 RC-1 R-3
Zoning Case

Subject Property Legal Description: CASTOR SUBDIVISION, BLOCK 001, LOT 0001, ACRES .864

SITE PHOTOS

Case #Z25-42: “B-5” to “B-5” w/ “CUP”

View of the subject property from West Stan Schlueter Loop:

View from the subject property looking south towards the adjacent mini storage business:

SITE PHOTOS

Case #Z25-42: “B-5” to “B-5” w/ “CUP”

View from the subject property looking east towards South Fort Hood Street/SH 195:

View from the subject property looking west down West Stan Schlueter Loop:

MINUTES
PLANNING AND ZONING COMMISSION MEETING
Z25-42
"B-5" to "B-5" w/CUP

Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Vincent Nguyen **(Case# Z25-42)** to rezone approximately 0.864 acres, being Lot 1, Block 1 out of the Castor Subdivision from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1417 West Stan Schlueter Loop, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

Ace Reneau of Mitchell & Associates was present to represent the request.

Commissioner Rowe asked the applicant what the intended use of the subject property was. Mr. Reneau stated that it is being constructed as a nail salon and that the sale of alcohol for on-premises consumption would be a secondary use.
Chairman Purifoy opened the public hearing at 6:04 p.m.

With no one wishing to speak, the public hearing was closed at 6:05 p.m.

Commissioner Cooper moved to recommend approval of the request as presented. Commissioner Rowe seconded, and the motion passed by a vote of 4 to 0.

ORDINANCE NO. 26-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.864 ACRES BEING LOT 1, BLOCK 1 OUT OF THE CASTOR SUBDIVISION FROM "B-5" (BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR THE SALE OF ALCOHOL FOR ON-PREMISES CONSUMPTION; 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, Mitchell & Associates, Inc., on behalf of Vincent Nguyen, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.864 acres, being Lot 1, Block 1 out of the Castor Subdivision, locally addressed as 1417 West Stan Schlueter Loop, Killeen, Texas, from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption;

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, 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 January 20, 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 0.864 acres, being Lot 1, Block 1 out of the Castor Subdivision, locally addressed as 1417 West Stan Schlueter Loop, Killeen, Texas, be changed from “B-5” (Business District) to “B-5” (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption.

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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-42
Ord. #26-___

Mitchell & Associates, Inc.

Engineering & Surveying

November 10, 2025

Wallis Meshier, CNU-A
Executive Director
City of Killeen Development Services
200 East Avenue D
Killeen, TX 76541

Dear Mrs. Meshier:

Vincent Nguyen has retained us, by contract, to assist in the development of their property located at 1417 W Stan Schlueter. As a component of this development, they request a Conditional Use Permit to allow for the sale of alcohol for onsite consumption. This will function as an augmentation to the salon business, not a standalone establishment. The request is consistent with the existing base zoning. The proposed use appears to be compatible with the surrounding uses.

Regards,

Ace Reneau, P.E.
Mitchell & Associates, Inc.

CASE #Z25-42:
“B-5” TO “B-5” W/CUP

PH-26-007

January 20, 2026

Case #Z25-42: “B-5” to “B-5” w/CUP

- Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Vincent Nguyen (**Case# Z25-42**) to rezone approximately 0.864 acres, being Lot 1, Block 1 out of the Castor Subdivision from “B-5” (Business District) to “B-5” (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1417 West Stan Schlueter Loop, Killeen, Texas.

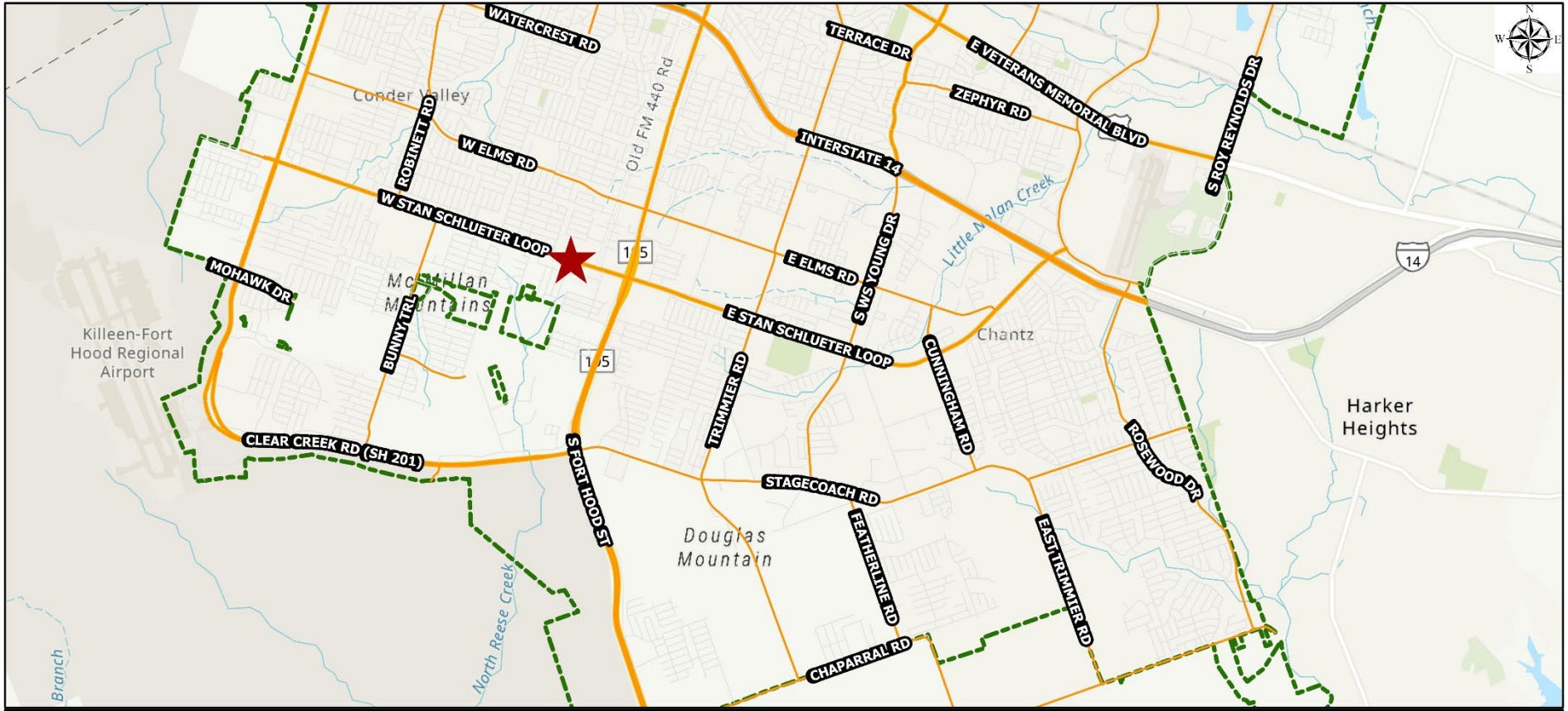
Case #Z25-42: “B-5” to “B-5” w/CUP

- Approval of the applicant’s request will allow for the sale and on-premise consumption of alcohol in conjunction with a nail salon, which will serve both alcoholic and non-alcoholic drinks.

- If approved, alcohol service will be secondary to the primary use as a nail salon.

Case #Z25-42: “B-5” to “B-5” w/CUP

- The subject property is located within the ‘Intended Growth’ (IG) area on the Growth Sector Map and is designated as ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP
Council District: 3

0 1 2
Miles

Zoning Case 2025-42

B-5 TO B-5 W/CUP

Legend

Major Roads
City Limit
Zoning Case Location

Subject Property Legal Description: CASTOR SUBDIVISION, BLOCK 001, LOT 0001, ACRES .864

AERIAL MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-42

B-5 TO B-5 W/CUP

Legend

Zoning Case

Subject Property Legal Description: CASTOR SUBDIVISION, BLOCK 001, LOT 0001, ACRES .864

Case #Z25-42: “B-5” to “B-5” w/CUP

View of the subject property facing north from West Stan Schlueter Loop:

Case #Z25-42: “B-5” to “B-5” w/CUP

View from the subject property facing south across W. Stan Schlueter Loop:

Case #Z25-42: “B-5” to “B-5” w/CUP

View from the subject property facing east on W. Stan Schlueter Loop:

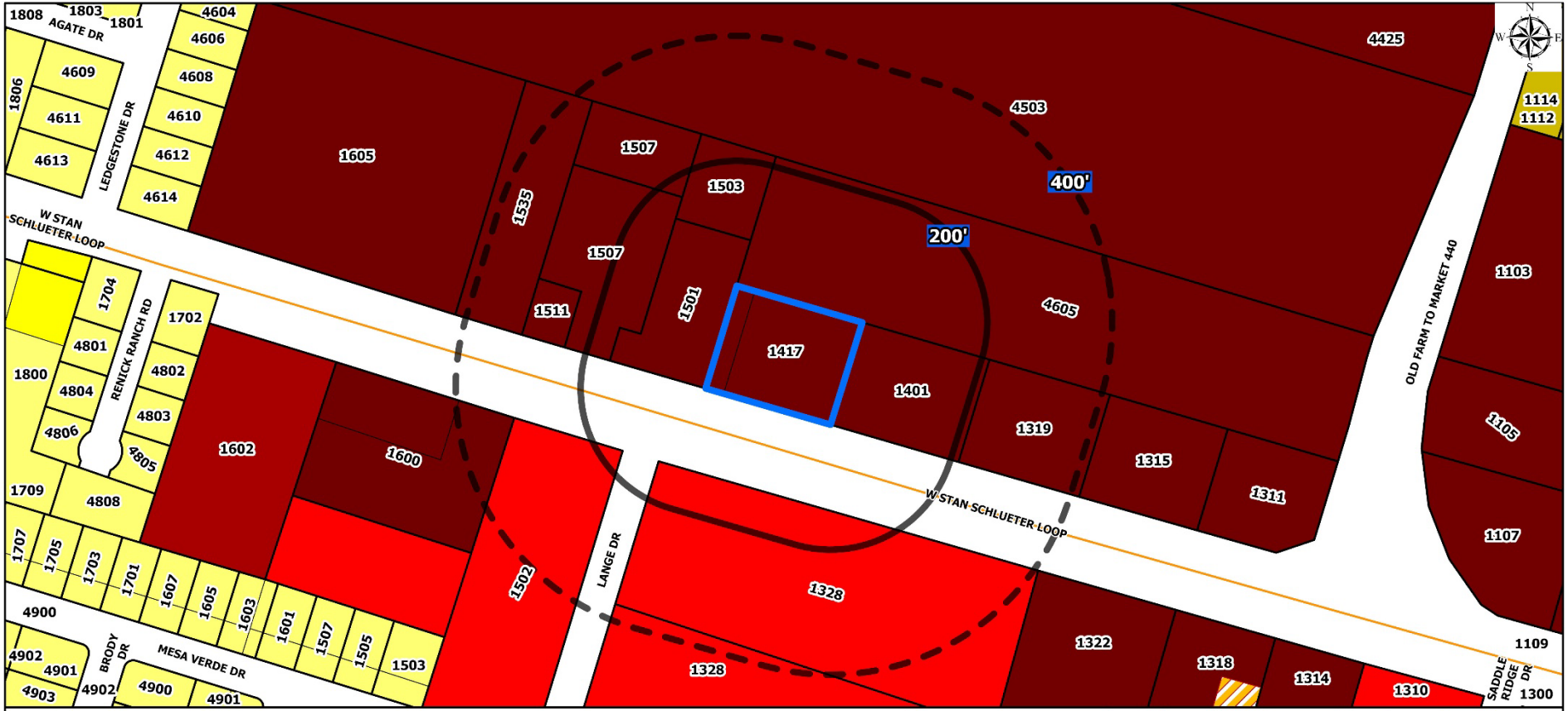
Case #Z25-42: “B-5” to “B-5” w/CUP

View from the subject property facing west on W. Stan Schlueter Loop:

Public Notification

- Staff notified the owners of fourteen (14) surrounding properties regarding this request.

- To date, staff has received zero (0) responses regarding this request.



NOTIFICATION MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-42
B-5 TO B-5 W/CUP

Legend
B-3 B-5 R-1 R-3F
B-4 RC-1 R-3
Zoning Case

Subject Property Legal Description: CASTOR SUBDIVISION, BLOCK 001, LOT 0001, ACRES .864

Staff Recommendation

- Staff recommends approval of the applicant's request to rezone the subject property from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption, as requested by the applicant.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

City of Killeen

Staff Report

File Number: PH-26-008

Hold a public hearing and consider an ordinance submitted by Kevin Greenwood, on behalf of Highland Development Corporation, Inc., **(Case# Z25-43)** to rezone approximately 0.13 acres, being a portion of Lot 1, Block 1, Highland Commercial Subdivision Phase Three, from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1100 West Jasper Drive, Killeen, Texas.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Zoning Case # Z25-43: "B-5" to "B-5" w/ CUP**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Highland Development Corporation, Inc.
Agent: Kevin Greenwood
Current Zoning: "B-5" (Business District)
Proposed Zoning: "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption.
Current FLUM Designation: 'Regional Commercial'
Conditional Use Permit: Sec. 31-456(a) states that the purpose of the conditional use permit process is to identify land uses that may be appropriate within a zoning district.

Summary of Request:

Kevin Greenwood, on behalf of Highland Development Corporation, Inc., is requesting a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption, secondary to a proposed event center. If approved, the business would sell alcohol only during scheduled events.

Killeen Code of Ordinances Chapter 31 Compliance:

The subject property is currently zoned "B-5" (Business District), and this zoning district does not

allow the sale of alcohol for on-premises consumption by right. The applicant was advised to apply for a Conditional Use Permit.

Killeen Code of Ordinances Sec. 31-456 provides that the Conditional Use Permit (CUP) process is intended to identify those land uses that may be appropriate within a zoning district but, due to their location, function, or operation, could have a harmful impact on adjacent properties or the surrounding area, and to provide a procedure whereby such uses may be permitted by further restricting or conditioning the same to mitigate or eliminate such potential adverse impacts.

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

Zoning/Plat Case History:

The property was annexed on September 9, 1962, and it was zoned to "B-5" (Business District) in 1970. It was platted as the Highland Commercial Subdivision, Phase Three, in 2004.

Character of the Area:

North: Residential multi-plex property zoned "R-3" (Multi-Family Residential District),
South: Residential apartments property zoned "R-3" (Multi-Family Residential District)
West: Developed Commercial property zoned "B-5" (Business District)
East: Developed Commercial property zoned "R-C-1" (Restaurant and Alcohol Sales District).

Future Land Use Map Analysis:

The subject property is located within the 'Neighborhood Infill' (NI) area on the Growth Sector Map. It is designated as 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Neighborhood Infill' area on the Growth Sector Map includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, smallplexes, and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

These 'Regional Commercial' places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial. This place type encourages one hundred percent (100%) nonresidential and fifty percent (50%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.
- **NH4** - Build complete neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment of properties that can add to a widespread improvement. Additionally, staff finds that the proposed rezoning is consistent with the surrounding area, which consists of commercial-zoned property.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #6. This development zone is between Stagecoach Road and Central Texas Expressway, east of Fort Hood Street. This development zone consists of 65.76% residential uses and 34.24% commercial uses.

The current land use mix within this area comprises the following acreages and percentages, approximately:

District	Acres	Percentage
Special Districts	150.77	3.52%
Residential	2666.93	62.25%
Industrial	102.99	2.40%
Commercial	1312.54	30.63%
Agricultural	51.34	1.20%
Totals	**4284.56**	**100.00%**

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.

Water services are available for Bell County Appraisal District ("BCAD") Parcel #346709 via an existing 16" water transmission main located in the right-of-way of Jasper Rd.

Wastewater services are available for BCAD Parcel #346709 via an existing 6" wastewater main located in the right-of-way of Jasper Rd.

An existing storm sewer inlet is located at the corner of Jasper Rd. and Jennifer Dr. No information is available regarding the existing storm sewer infrastructure.

Transportation and Thoroughfare Plan:

Access to the property is via Jasper Rd. (80' ROW - Collector) and Jennifer Dr. (50' ROW - Local

Road).

The current zoning classification for the property is "B-5". The property is currently in use as a Food Mart and generates approximately 6,630 Average Daily Trips.

The proposed zoning classification is "B-5 w/ CUP". The current land use will be augmented with alcohol sales for on-site consumption. Based on the information contained in the 10th Edition of the ITE Trip Generation documents and the proposed use of the property, approximately 980 additional Average Daily Trips will be generated as a result of this zoning update.

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.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails on this site. Parkland dedication, fees in-lieu-of, and parkland development fees will not be required as the property is already developed and is commercially zoned.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed and is located within Zone X (Outside the 0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. There is no visual evidence of other environmental impediments on the property at this time.

Public Notification:

Staff notified twenty-nine (29) owners of surrounding properties regarding this request. As of the date, staff has received ten (10) written responses in opposition, two (2) of the responses are located within the 200-foot boundary, six (6) of the responses are located within the 400-foot boundary, and two (2) are located outside the notification boundary, and none in support of this request.

Staff Findings:

The subject property is located in an active commercial area that includes a variety of uses, such as restaurants, automotive businesses, and retail establishments. The applicant proposes to sell alcoholic beverages as a secondary component to the event center's primary operations. Staff finds the request consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

In accordance with Killeen Code of Ordinances Sec. 31-456(e)(1): "A conditional use permit shall continue in full force and effect until the earliest occurrence of any of the following events of termination, at which time it shall be void and shall have no further effect: Termination Criteria:

A. The building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period;
B. The permit expires by its own terms;
C. The property is rezoned;
D. Another conditional use permit is approved for the site;
E. The building or premises is substantially enlarged or extended;
F. The use of the building or premises is materially expanded or increased; or
G. The violation of any one (1) or more of the conditions of approval.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the applicant's CUP request;
- Approve the proposed CUP with conditions; or
- Approve the CUP as presented by the applicant.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request as presented.

Approval of the applicant's request for a Conditional Use Permit (CUP) will allow the business to sell and serve alcohol on-premises in conjunction with the event center. The proposed use is compatible with the surrounding area and consistent with the recommendations of the Killeen 2040 Comprehensive Plan, which encourages a mix of uses in commercial districts.

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 is already in place for this property.

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 to rezone the subject property from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption as requested by the applicant.

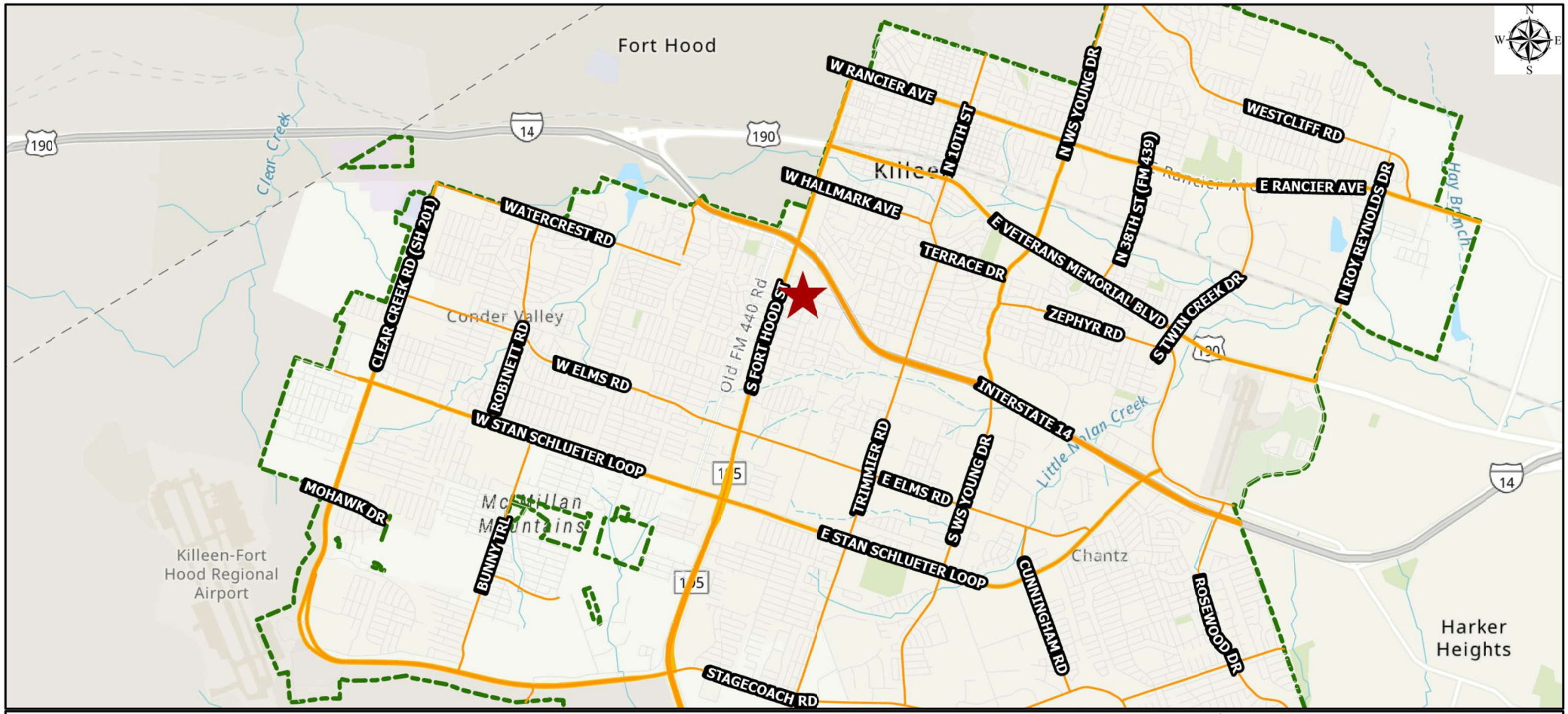
At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval by a vote of 4 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Responses
Response Map
Presentation



LOCATION MAP

Council District: 3

0 1 2 Miles

Zoning Case 2025-43

B-5 TO B-5 W/CUP

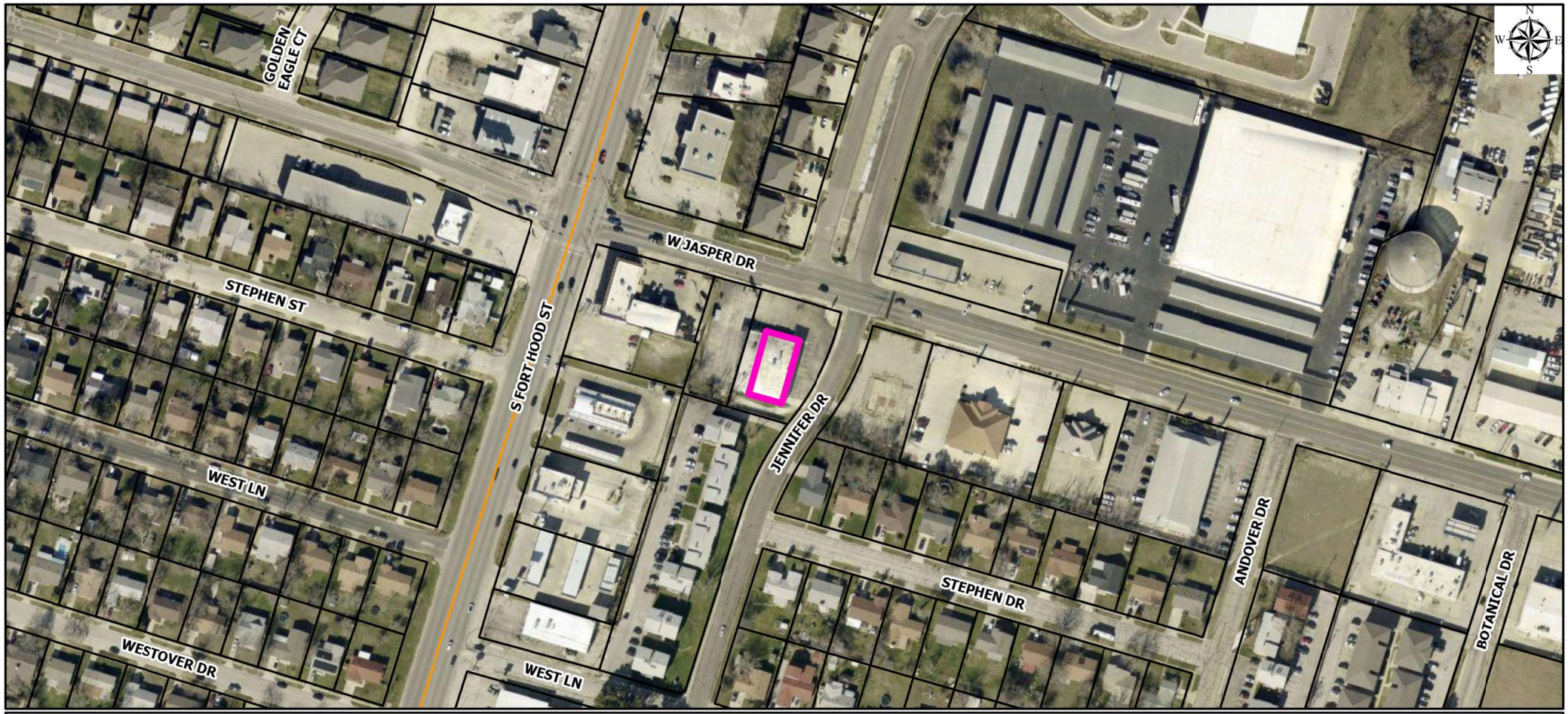
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13



AERIAL MAP

Council District: 3

0 200 400

Feet

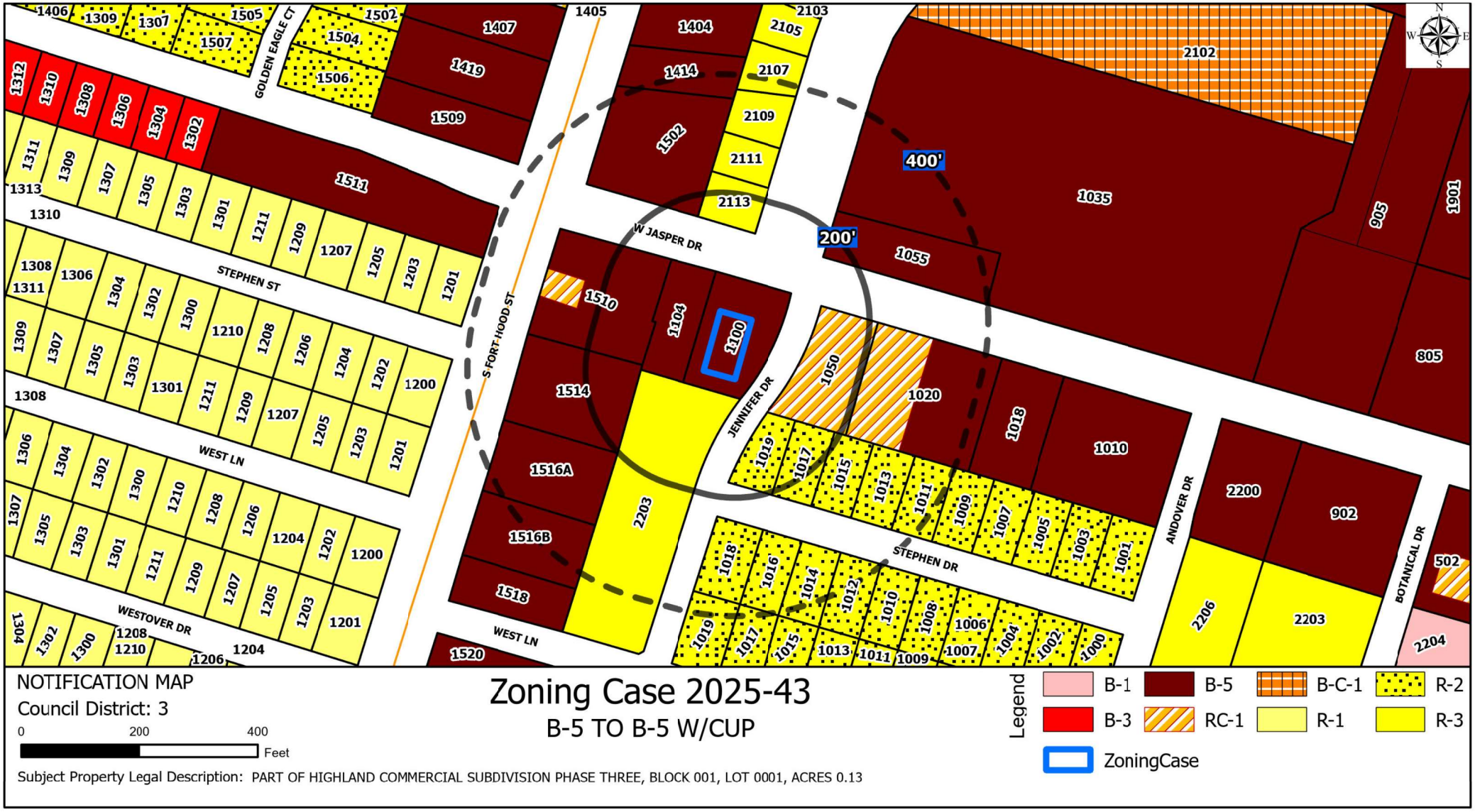
Zoning Case 2025-43

B-5 TO B-5 W/CUP

Legend

Zoning Case

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13



NOTIFICATION MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-43

B-5 TO B-5 W/CUP

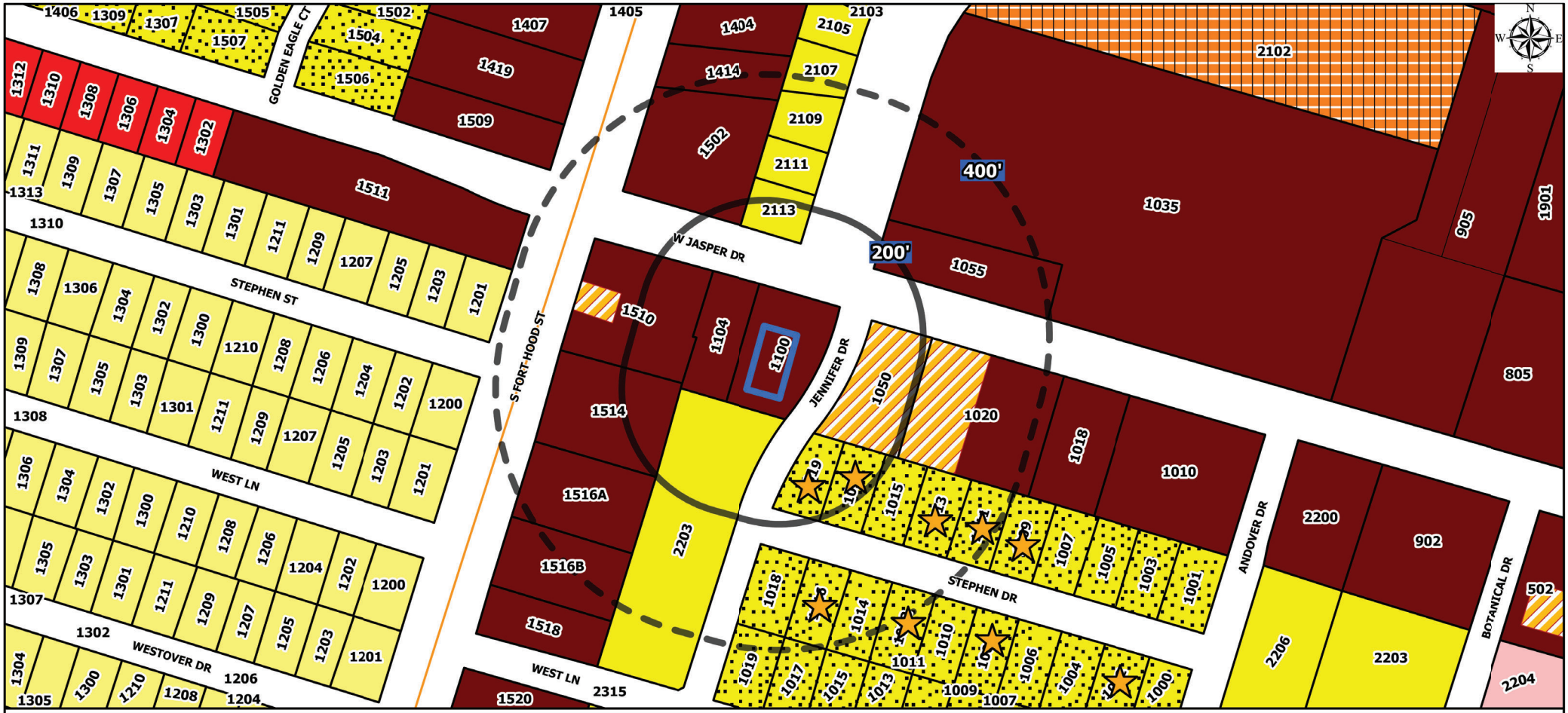
Legend

B-1 B-5 B-C-1 R-2

B-3 RC-1 R-1 R-3

ZoningCase

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13



RESPONSE MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-43

B-5 TO B-5 W/CUP

Legend

B-1 B-5 B-C-1 R-2
B-3 RC-1 R-1 R-3
ZoningCase Opposed

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13

SITE PHOTOS

Case #Z25-43: “B-5” to “B-5” w/ “CUP”

View of the subject property from West Jasper Drive:

View from the subject property looking north towards Jennifer Drive:

SITE PHOTOS

Case #Z25-43: “B-5” to “B-5” w/ “CUP”

View from the subject property looking east across Jennifer Drive at the adjacent real estate business :

View from the subject property looking west down West Jasper Drive towards S. Fort Hood Street:

MINUTES
PLANNING AND ZONING COMMISSION MEETING
Z25-43
"B-5" to "B-5" w/CUP

Hold a public hearing and consider a request submitted by Kevin Greenwood on behalf of Highland Development Corporation, Inc. **(Case# Z25-43)** to rezone approximately 0.13 acres, being a portion of Lot 1, Block 1, Highland Commercial Subdivision Phase Three, from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1100 West Jasper Drive, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

Mr. Kevin Greenwood was present to represent the request.

Commissioner Rowe asked the applicant what the intended use of the subject property was. Mr. Greenwood stated that the intended use was a small-scale event center and that the sale of alcohol for on-premises consumption would be a secondary use.

Commissioner Cooper asked what the current use is. Mr. Greenwood stated that there has been no previous use.

Chairman Purifoy opened the public hearing at 6:07 p.m.

With no one wishing to speak, the public hearing was closed at 6:07 p.m.

Commissioner Giacomozzi moved to recommend approval of the request as presented. Commissioner Cooper seconded, and the motion passed by a vote of 4 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.13 ACRES, BEING A PORTION OF LOT 1, BLOCK 1, HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE FROM "B-5" (BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR THE SALE OF ALCOHOL FOR ON-PREMISES CONSUMPTION; 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, Kevin Greenwood, on behalf of Highland Development Corporation, 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 0.13 acres, being a portion of Lot 1, Block 1, Highland Commercial Subdivision Phase Three, locally addressed as 1100 West Jasper Drive, Killeen, Texas, from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption.;

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, 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 January 20, 2026, at 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 0.13 acres, being a portion of Lot 1, Block 1, Highland Commercial Subdivision Phase Three, locally addressed as 1100 West Jasper Drive, Killeen, Texas. be changed from “B-5” (Business District) to “B-5” (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption.

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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-43
Ord. #26-___

- JKM Entertainment LLC owns the adjacent business, which allows us to maintain a cohesive atmosphere in the area.
- By securing the B5-WCUP designation, we aim to prevent the potential establishment of an unrelated bar or disruptive business in the future if our current operations were to cease.

3. **Community Benefits:**
    - The event center will provide a local venue for residents, promoting community engagement and social interaction.
    - It will also create job opportunities for local residents, contributing to the economic growth of Killeen.
4. **Compliance and Safety:**
    - We are committed to adhering to all local laws and regulations concerning alcohol service and event hosting.
    - Safety measures will be in place to ensure a secure environment for all guests

Conclusion:

We kindly request your support in approving the rezoning of the property at 1100 W Jasper to B5-WCUP. This change will not only enhance the offerings available to our community but also ensure the long-term stability and character of the area.

Thank you for considering this important request. Should you have any questions or require further information, please feel free to contact me directly.

Sincerely,
Kevin Greenwood
CEO, JKM Entertainment LLC

Kevin.greenwood1985@gmail.com

CUT HERE

YOUR NAME: Christine Tufte **PHONE NUMBER:** 2544667373

CURRENT ADDRESS: 1006 Stephen Street

ADDRESS OF PROPERTY OWNED: 1006 Stephen Street

COMMENTS: I have lived here since I was 16. I have heard of questionable events around that address happening over the last few years. It has very little parking and am not looking forward to foot traffic in the area that may be intoxicated after attending. It is at a dangerous intersection and would like you to reconsider this proposal

40 CT years

SIGNATURE: Christine Tufte

REQUEST: "B-5" to "B-5" W/CUP

RECEIVED
DEC 08 2025
@meeting
By JL

P.O. Box 1329 Killeen, Texas 76541 • 254.501.7648 • Fax 254.501.7628
www.KilleenTexas.gov

YOUR NAME: Raquel Echegaray PHONE NUMBER: (254) 630-0350

CURRENT ADDRESS: 1002 Stephen St.

ADDRESS OF PROPERTY OWNED: Same as above.

COMMENTS: As a resident of over 40 years, I have seen the crime rate increase in the area and certain businesses and consumption of alcohol with affect negatively. I certainly object to this.

SIGNATURE: Raquel Echegaray

REQUEST: "B-5" to "B-5" W/CUP

~~Z-25-43~~ Z-26-16

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DEC 08 2025
@meeting
By JL

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

YOUR NAME: Rachel Toucet **PHONE NUMBER:** 2544631868

CURRENT ADDRESS: 1012 Stephen St

ADDRESS OF PROPERTY OWNED: 1012 Stephen St

COMMENTS: I have 30+ years in this house. Ive seen so much going on and this rezoning will make so many issues. Ive had drunks break into my house before and with this going on it will happen again.

SIGNATURE: [signature]

REQUEST: ~~"B-5" to "B-5" W/CUP~~ ~~Z25-48~~ ~~25-416~~

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DEC 08 2025
@meeting
By JV

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CUT HERE

YOUR NAME: Carl Arnold	**PHONE NUMBER:** 2542581146
CURRENT ADDRESS: 1011 Stephen St Killeen TX	
ADDRESS OF PROPERTY OWNED:	
COMMENTS: Do not want	

SIGNATURE: [signature]

REQUEST: "B-5" to "B-5" W/CUP

RECEIVED
DEC 08 2025
@meeting
By JL

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

YOUR NAME: Mai Clawson	**PHONE NUMBER:** ~~254~~ N/A
CURRENT ADDRESS: 1016 Stephen St. , Killeen	
ADDRESS OF PROPERTY OWNED: same	
COMMENTS: I am not in favor of this. Too much traffic and problems. I live here 39 years.	
SIGNATURE: Mai Clawson	**REQUEST:** "B-5" to "B-5" W/CUP ~~[illegible]~~

RECEIVED
DEC 08 2025
@Meeting
By JL

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CUT HERE

YOUR NAME: Ruby J Gray (Jerry) **PHONE NUMBER:** 254 554 3176

CURRENT ADDRESS: 1009 Stephen Dr. Killeen Tx

ADDRESS OF PROPERTY OWNED: same as above.

COMMENTS:

I DO Not WANT

I been living at this address for over 30 years. My Street has changed since that game room started. people walking the street throughout of one point My car was Stolen out of my house way

SIGNATURE: Ruby J Gray

REQUEST: "B-5" to "B-5" W/CUP

225-43/44

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DEC 08 2025
@meetings
By JL

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CUT HERE

YOUR NAME: Janet Stafford	**PHONE NUMBER:** 254-554-1297 Text Please
CURRENT ADDRESS: 2101 Delwin Circle, Killeen 76541	
ADDRESS OF PROPERTY OWNED: 1013 Stephen Street, Killeen	
COMMENTS: Many people have lived on this Street for 40+ years, Some of them grew up here, Serving liquor there will cause more congestion, crime, drunk drivers hitting residents cars on Stephen drive and neighborhood instability. Already w/ the game room there is more foot traffic & many, including me, have had burglaries. Senior residents will not be safe in walking their dogs or going out after dark. Nobody wants this and all agree there is not sufficient parking @ 1100 so cars will be parked all up & down the street	
SIGNATURE: Janet J Stafford	**REQUEST: "B-5" to "B-5" W/CUP** Z25-43 1/14

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DEC 08 2025
@ meeting
By JL

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CUT HERE

YOUR NAME: Janet Stafford	**PHONE NUMBER:** 254-554-1297 Text Please
CURRENT ADDRESS: 2101 Delwin Circle, Killeen 76541	
ADDRESS OF PROPERTY OWNED: 1013 Stephen Street, Killeen	
COMMENTS: Many people have lived on this Street for 40+ years, Some of them grew up here, Serving liquor there will cause more congestion, crime, drunk drivers hitting residents cars on Stephen drive and neighborhood instability. Already w/ the game room there is more foot traffic & many, including me, have had burglaries. Senior residents will not be safe in walking their dogs or going out after dark. Nobody wants this and all agree there is not sufficient parking @ 1100 so cars will be parked all up & down the street	
SIGNATURE: Janet J Stafford	**REQUEST: "B-5" to "B-5" W/CUP** Z25-43

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DEC 08 2025
@ meeting
By JL

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

YOUR NAME: MARCO A. ZEVALLOS	**PHONE NUMBER:** 254-661-1249
CURRENT ADDRESS: 1019 STEPHEN ST. KILLEEN TX 76542	
ADDRESS OF PROPERTY OWNED: 1019 STEPHEN ST. KILLEEN TX 76542	
COMMENTS: I am WRITING TO FIRMLY OPPOSE THE THE REQUEST FOR ESTABLISMENT THE LICENSE REQUEST NEXT TO MY HOME, AS I ONLY RECEIVED THE NOTICE THREE DAYS AGO DESPITE ITS NOVEMBER 26 DATE, LEAVING ME VERY LITTLE TIME TO RESPOND. I HAVE LIVED IN THIS COMMUNITY SINCE 1995, AND AS A MILITARY DISABLED VETERAN AND SENIOR SEEKING PEACE AND SAFETY IN MY RETIREMENT YEARS, SEE BACK →	
SIGNATURE: Marco A Zevallos	**REQUEST:** "B-5" to "B-5" W/CUP Z25-43

RECEIVED
DEC 08 2025
@ meeting
By JL

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I AM DEEPLY CONCERNED ABOUT THE NEGATIVE IMPACT THIS APPROVAL WOULD HAVE. SINCE THE GAMEROOM OPENED Beside MY PROPERTY, I HAVE SUFFURED THREE BREAK-INS TO MY HOME, THEFT INCLUDING STOLEN LUGGAGE FROM MY VEHICLE, AND FREQUENT TRASH, BROKEN BOTTLES, AND DISTURBANCES AROUND MY HOUSE, ALL OF WHICH HAVE ALREADY COMPROMISED MY SAFETY AND WELL-BEING. GRANTING A LIQUOR LICENSE WOULD, IN MY BELIEF, WORSEN CRIME, NOISE, AND DANGEROUS BEHAVIOR IN THE AREA, CREATING AN EVEN MORE CHAOTIC ENVIRONMENT. MY HOME IS DIAGNOL FROM THIS LOCATION WHICH ALSO LACKS SUFFICIENT PARKING, WHICH WOULD INEVITABLY LEAD TO PATRONS BLOCKING MY DRIVEWAY OR PARKING ON MY PROPERTY, FURTHER AFFECTING MY FAMILY AND HOUSEHOLD. FOR THESE REASONS, I RESPECTFULLY AND STRONGLY REQUEST THAT THIS ZONING AND LIQUOR LICENSE REQUEST BE DENIED.

Mara A Zevallos DEC. 08-2025

e-mail: marzeval@hotmail.com

RECEIVED
DEC 08 2025
@meeting
By JL

Z25-43/19

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

YOUR NAME: Marilyn Vargas **PHONE NUMBER:** 2545263508

CURRENT ADDRESS: 1019 Stephen St

ADDRESS OF PROPERTY OWNED:

COMMENTS:

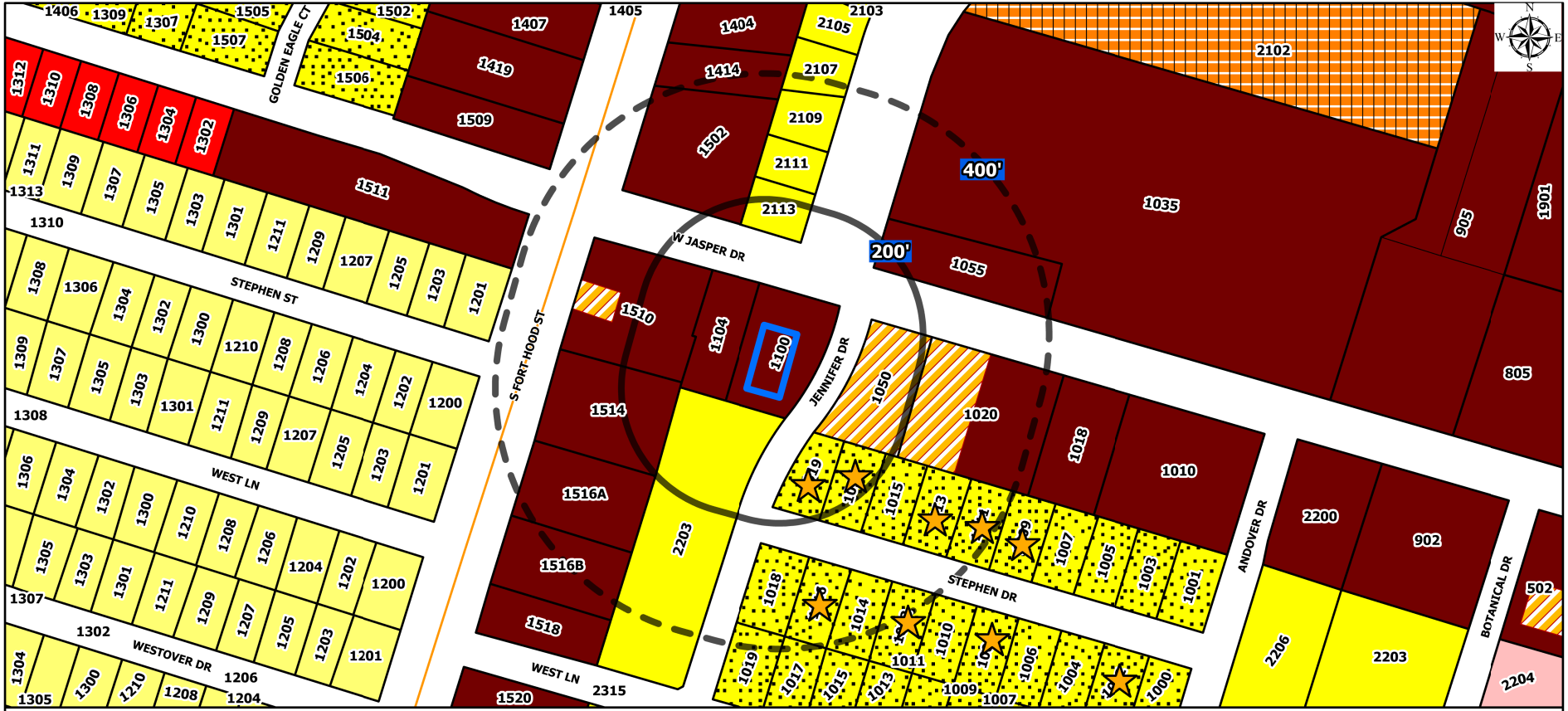
Opposition

RECEIVED
DEC 09 2025
By JL

SIGNATURE: Marilyn Vargas

REQUEST: "B-5" to "B-5" W/CUP
Z25-43/18

P.O. Box 1329 Killeen, Texas 76541• 254.501.7648 •Fax 254.501.7628
www.KilleenTexas.gov



RESPONSE MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-43
B-5 TO B-5 W/CUP

Legend
B-1 B-5 B-C-1 R-2
B-3 RC-1 R-1 R-3
ZoningCase Opposed

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13

CASE #Z25-43:
“B-5” TO “B-5” W/CUP

PH-26-008

January 20, 2026

Case #Z25-43: “B-5” to “B-5” w/CUP

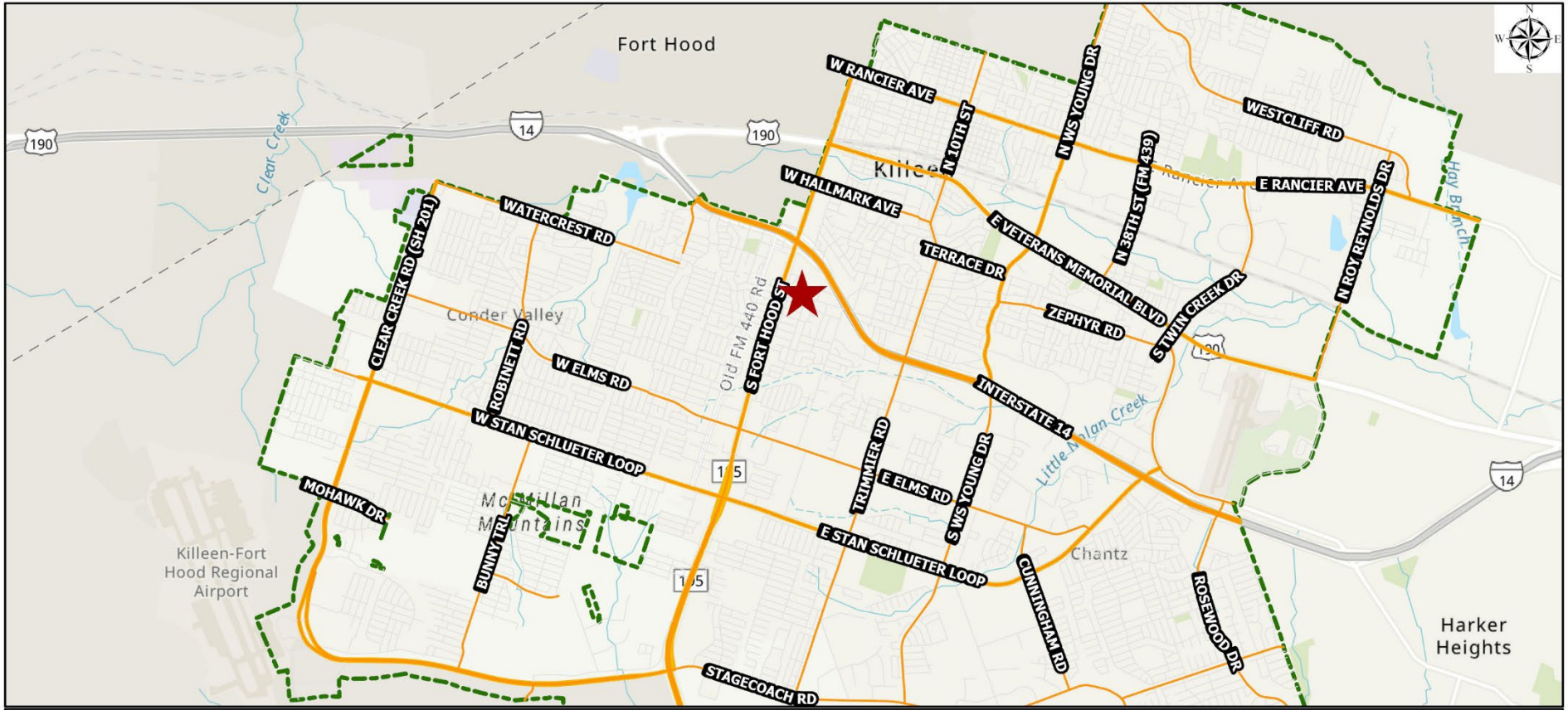
- Hold a public hearing and consider a request submitted by Kevin Greenwood on behalf of Highland Development Corporation, Inc. (**Case# Z25-43**) to rezone approximately 0.13 acres, being a portion of Lot 1, Block 1, Highland Commercial Subdivision Phase Three, from “B-5” (Business District) to “B-5” (Business District) with a Conditional Use Permit (CUP) for the sale of alcohol for on-premises consumption. The subject property is locally addressed as 1100 West Jasper Drive, Killeen, Texas.

Case #Z25-43: “B-5” to “B-5” w/CUP

- Approval of the applicant’s request for a Conditional Use Permit (CUP) will allow the sale and on-premise consumption of alcohol in conjunction with an event center, which will serve both alcoholic and non-alcoholic drinks.
- Alcohol service will be secondary to the primary use as an event center.

Case #Z25-43: “B-5” to “B-5” w/CUP

- The subject property is located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map. It is designated as ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP

Council District: 3

0 1 2 Miles

Zoning Case 2025-43

B-5 TO B-5 W/CUP

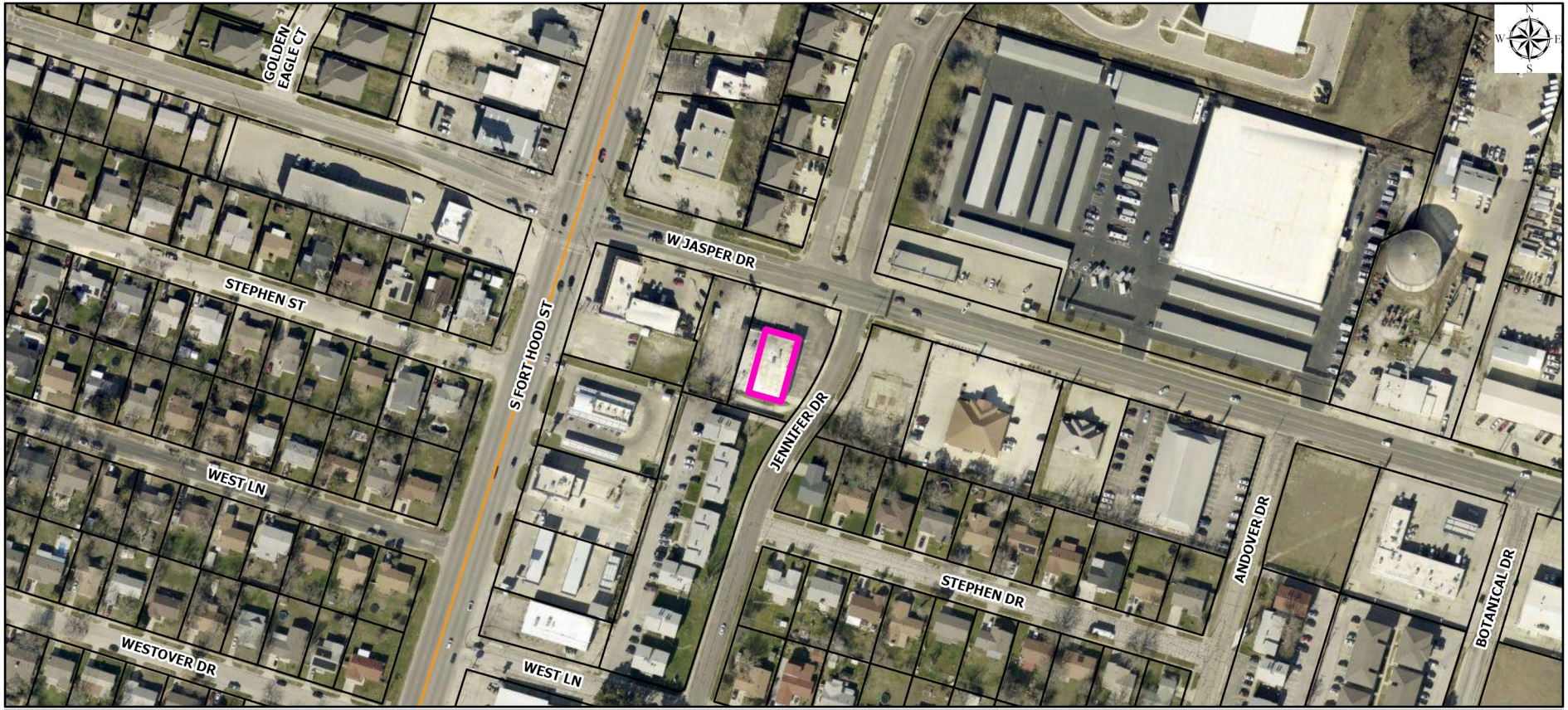
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13



AERIAL MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-43

B-5 TO B-5 W/CUP

Legend

Zoning Case

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13

Case #Z25-43: “B-5” to “B-5” w/CUP

View of the subject property from Jasper Road facing south:

Case #Z25-43: “B-5” to “B-5” w/CUP

From the subject property facing north across Jasper Drive:

Case #Z25-43: “B-5” to “B-5” w/CUP

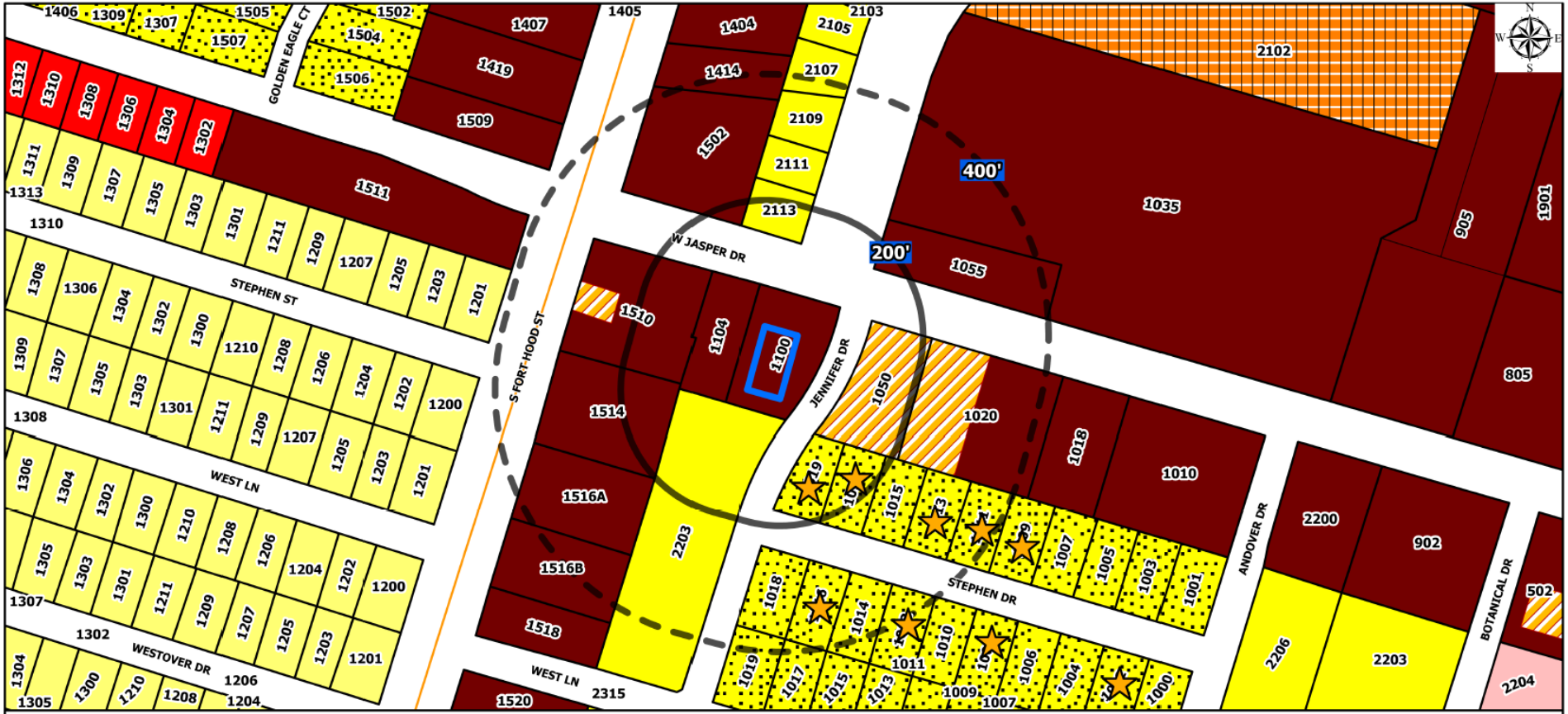
View of the adjacent property to the east across Jennifer Drive:

Case #Z25-43: “B-5” to “B-5” w/CUP

View from the subject property facing west on W. Jasper Drive:

Public Notification

- Staff notified the owners of twenty-nine (29) surrounding properties regarding this request.
- To date, staff has received ten (10) written responses in opposition to this request. Two (2) are from within the 200-foot boundary, six (6) are from within the 400-foot boundary, and two (2) are from outside the notification boundary.
- During the Planning & Zoning Commission Public Hearing, no citizens spoke in opposition to this request.



RESPONSE MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-43

B-5 TO B-5 W/CUP

Legend

B-1	B-5	B-C-1	R-2
B-3	RC-1	R-1	R-3

ZoningCase
Opposed

Subject Property Legal Description: PART OF HIGHLAND COMMERCIAL SUBDIVISION PHASE THREE, BLOCK 001, LOT 0001, ACRES 0.13

Staff Recommendation

- Staff recommends approval of the applicant's request to rezone the subject property from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption as requested by the applicant.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

City of Killeen

Staff Report

File Number: PH-26-009

Hold a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of 5011 Cunningham Rd Killeen LLC **(Case# Z25-37)** to rezone approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of Llewelyn Estates #3 (unrecorded subdivision), from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject properties are located along Love Spur, Killeen, Texas.

DATE: **January 20, 2026**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Zoning Case # Z25-37: "A" to "R-1"**

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: 5011 Cunningham Rd Killeen, LLC
Agent: Republic Engineering & Development Services, LLC
Current Zoning: "A" (Agricultural District) & "R-1" (Single-Family Residential District)
Proposed Zoning: "R-1" (Single-Family Residential District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Controlled Growth'

Summary of Request:

Republic Engineering & Development Services, on behalf of 5011 Cunningham Rd Killeen, LLC, has submitted a request to rezone approximately 15.3 acres located at 5011 Cunningham Road from "A" (Agricultural District) to "R-1" (Single-Family Residential District).

This rezoning intends to facilitate the cohesive development of the property as a single-family residential neighborhood. The proposed zoning is consistent with surrounding land uses and aligns with the City's Future Land Use Map (FLUM), which designates this area for residential growth.

The surrounding properties are existing single-family homes; some are located on larger lots and are zoned "R-1" (Single-Family Residential District) or "A" (Agricultural District). No adverse impacts to

adjacent properties are anticipated.

Zoning/Plat Case History:

The eastern portion of the subject property was annexed into the City limits on December 23, 1986. The property was subsequently rezoned from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The western portion of the property was annexed into the City limits on January 13, 2008. The property was subsequently zoned "A" (Agricultural District).

- **Case# Z20-21:** "A" (Agricultural District) to "R-1" (Single-Family Residential District) - zoning request was withdrawn due to the concurrent FLUM amendment request being denied by Council on January 12, 2021.

- **Case# Z25-04:** "A" (Agricultural District) and "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District) and "RT-1" (Residential Townhouse Single-Family District) uses. The proposed PUD contemplated eighty (80) dwelling units on a single lot with shared open space amenities - City Council denied zoning request on May 20, 2025.

- **Case# Z25-20:** "A" (Agricultural District) to "R-1" (Single-Family Residential District) - zoning request was withdrawn after the Planning & Zoning Commission's recommendation to disapprove on June 23, 2025.

Character of the Area:

North: Existing residential zoned "R-1" (Single-Family Residential District)
South: Existing residential zoned "R-1" (Single-Family Residential District)
East: Existing residential zoned "R-1" (Single-Family Residential District)
West: Existing residential zoned "A" (Agricultural District)

Future Land Use Map Analysis:

This property is located within the 'Controlled Growth' area on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the City of Killeen Comprehensive Plan.

This 'Residential Mix' place type creates 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 a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

This 'Controlled Growth' 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 request is consistent with the following Big Ideas of the Killeen 2040 Comprehensive Plan:

1. Resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul.
5. Neighborhoods, not subdivisions, make great places for everyone.

The request supports or furthers the following Comprehensive Plan recommendations:

- **NH3 -** Diversity housing mix (types and price points).
- **LU2 -** Improve the fiscal productivity of development.
- **LU3 -** Encourage incremental evolution of neighborhoods.

Staff finds that the applicant's request is consistent with the Killeen 2040 Comprehensive Plan.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #6. This development zone is between Stagecoach Road and Central Texas Expressway, east of Fort Hood Street. This development zone consists of 65.76% residential uses and 34.24% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District	Acres	Percentage
Special Districts	150.77	3.52%
Residential	2666.93	62.25%
Industrial	102.99	2.40%
Commercial	1312.54	30.63%
Agricultural	51.34	1.20%
Totals	4284.56	100.00%
Vacant Land	1175.75	27.44%

Water, Sewer and Drainage Services:

Existing Conditions - Water, Sewer, and Drainage Service
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 tracts.

Water services are available via an existing 8" water line and 16" transmission main located on Cunningham Road. The property is on the boundary between the Upper and Lower Pressure Planes.

Wastewater service is not currently available along the Cunningham Road frontage of the property.

However, an existing 8" wastewater main is on Cunningham Road and terminates at the property to the north of the subject tract. An additional existing 6" wastewater main is in Cunningham Road to the south of the property. A new wastewater main will need to be extended along Cunningham Road to provide service. The capacity of the existing system will need to be evaluated prior to adding additional wastewater contributions.

Storm sewer infrastructure is available to serve the property on the east side of Cunningham Road and consists of several storm sewer inlets of unknown type connected by runs of existing 18" reinforced concrete pipe. The capacity of the existing system will need to be evaluated prior to use.

Transportation and Thoroughfare Plan:

Access to the property is provided via Cunningham Road (70-foot-wide right-of-way) and Love Spur (55-foot-wide right-of-way). Cunningham Road is identified as a Minor Arterial in the adopted Comprehensive Plan. Love Spur currently serves as a paved access road for a single residential structure and would require upgrades if it is to be used in conjunction with the proposed development.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site. Staff anticipates that development of (15.3 ac. + 7.205 ac.) for a total of 22.505-acre property into typical 60-foot residential lots would yield approximately 5 units per acre, or approximately 112 single-family lots.

Based on this number, the Parkland Dedication and Development Fees would be as follows:

- Fees-In-Lieu of Parkland Dedication: $84,000
- Park Development Fees: $ 50,400
- **Total Park Fees: $134,400**

However, staff notes that with the recent adoption of Senate Bill 15 and the subsequent amendment to the City's Zoning ordinance, the site could be developed in accordance with Killeen Code of Ordinances Sec. 31-475, which allows for lots as small as 3,000 square feet. Staff estimates that lots of this size could potentially yield approximately eight (8) to ten (10) units per acre, so the lot yield could be as high as 180-225 lots. The actual lot count will be determined during the platting phase and will vary based on subdivision design, infrastructure requirements, drainage and detention capacity, open space allocation, and compliance with all applicable development standards.

Environmental Assessment:

The property is in the Stillhouse Hollow Lake / Lampasas River Watershed. It is located in Zone X (Area of Minimal Flood Risk), per FEMA Flood Insurance Rate Map 48027C0290E, with an effective

date of September 26, 2008. An existing freshwater pond is located along the property's northern boundary as shown on the National Wetlands Inventory maps for this property.

Public Notification:

Staff notified owners of forty-nine (49) surrounding properties. To date, staff has received three (3) written responses in opposition to this request, as well as a petition signed by the owners of twenty-five (25) surrounding properties. Staff has determined that opposition to this request constitutes 58.028% of the 200-foot notification area.

Per Texas Local Government Code Sec. 211.0061(d)(2), if a zoning request has the effect of allowing more residential development than the existing zoning regulation or district boundary, a simple majority vote by the governing body is required for approval, regardless of the amount of opposition to the request.

Staff Findings:

The subject property is currently zoned as "A" (Agricultural District). The surrounding area features various residential uses, including standard single-family lots, existing large-lot single-family homes, and undeveloped property.

Staff finds that the applicant's request is consistent with the recommendations of the City of Killeen Comprehensive Plan designation of Residential Mix.

THE ALTERNATIVES CONSIDERED:

The City Council has four (4) alternatives:

- Disapprove the applicant's request;
- Approve with Planning & Zoning Commission's recommendation for "SR-1" (Single-Family Residential District).
- Approve a more restrictive zoning district (i.e., "A-R1", "SR-2"); or
- Approve of the applicant's request to rezone the subject property to "R-1" as presented.

Which alternative is recommended? Why?

Approve the applicant's request to rezone the subject property to "R-1" as presented. Staff finds that the applicant's request is consistent with the recommendations of the City of Killeen Comprehensive Plan designation of Residential Mix.

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?

Most public infrastructure is already in place for this property and maintained by the City. The developer may need to extend a section of sewer to the property. All roads within the development are private and will be maintained by the property owner.

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 to rezone the property from "A" (Agricultural District) to "R-1" (Single-Family Residential District) as presented.

At their regular meeting on December 8, 2025, the Planning and Zoning Commission recommended approval of a more restrictive zoning, "SR-1" (Suburban Residential Single-Family Residential District) by a vote of 4 to 0.

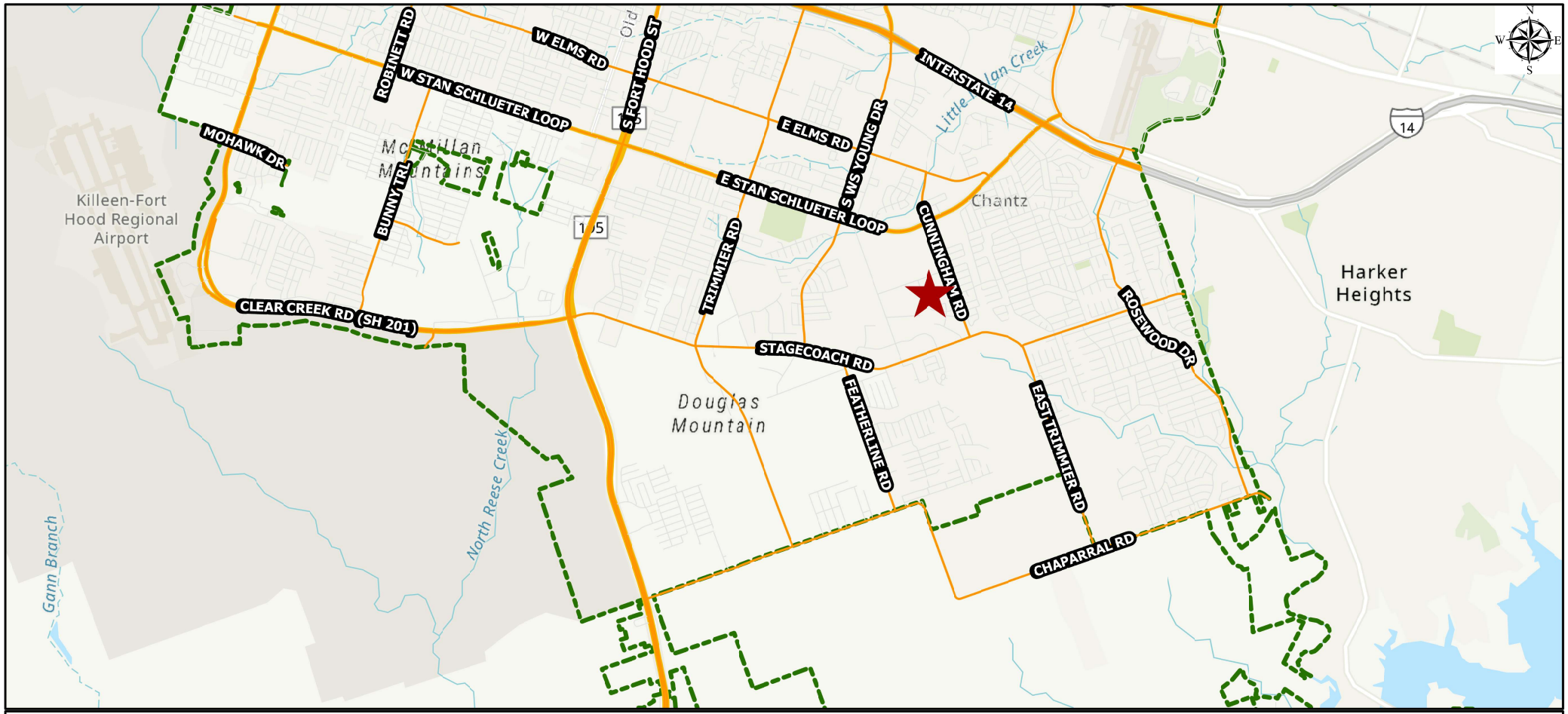
DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Exhibit

Responses
Presentation



LOCATION MAP

Council District: 3

0 1 2

Miles

Zoning Case 2025-37

A TO R-1

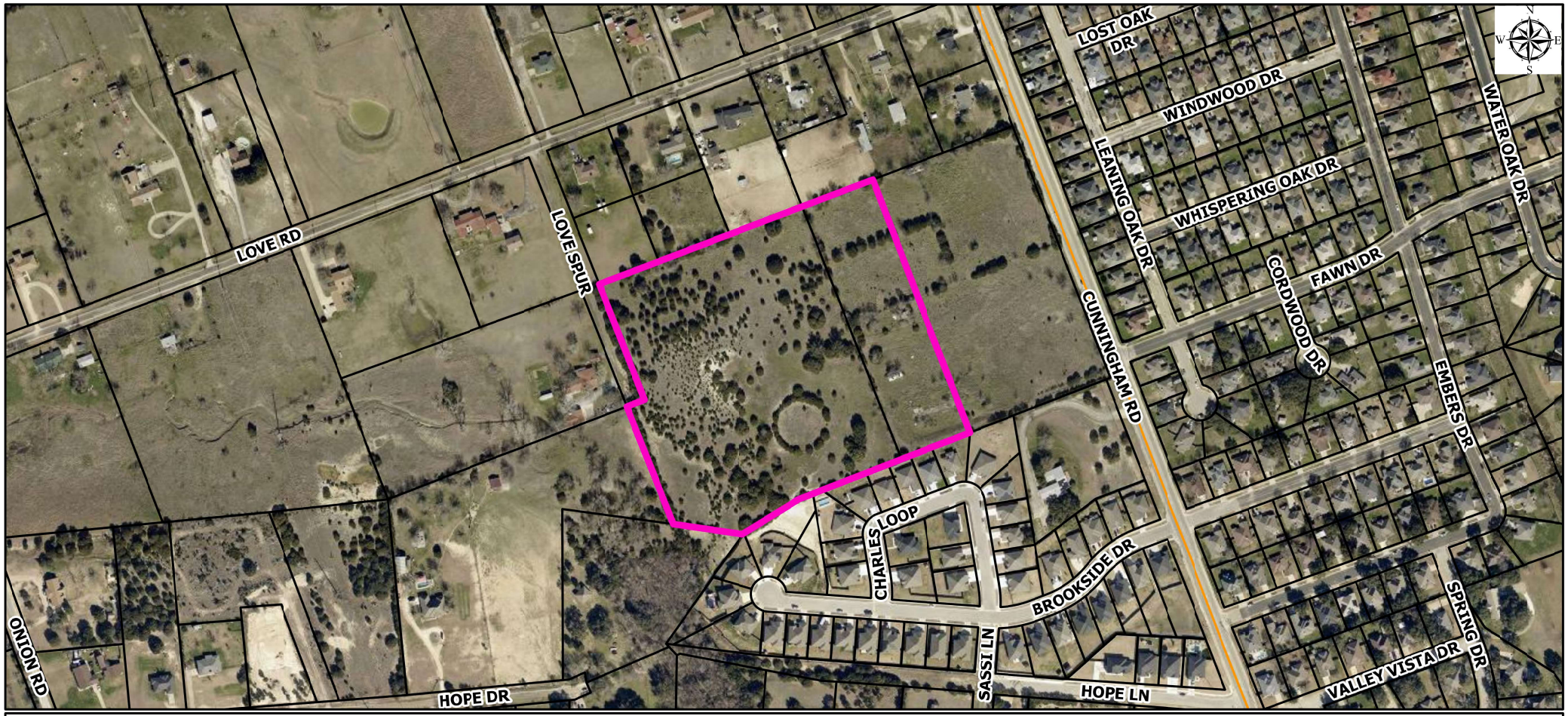
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.



AERIAL MAP

Council District: 3

0 200 400

Feet

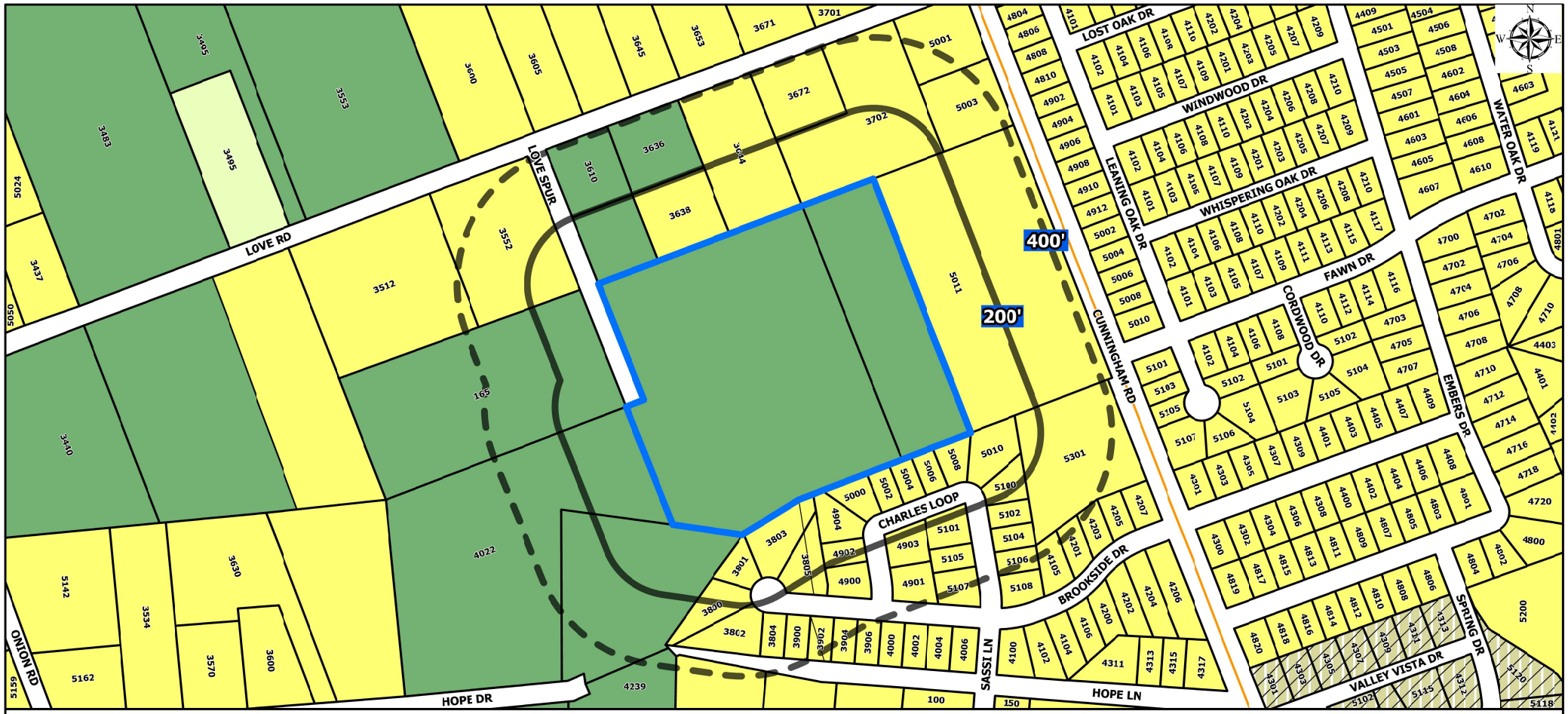
Zoning Case 2025-37

A TO R-1

Legend

Zoning Case

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.



NOTIFICATION MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-37
A TO R-1

Legend
- A
- A-R1
- CUP
- R-1
- Zoning Case

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.

RESPONSE MAP

Council District: 3

0 200 400

Feet

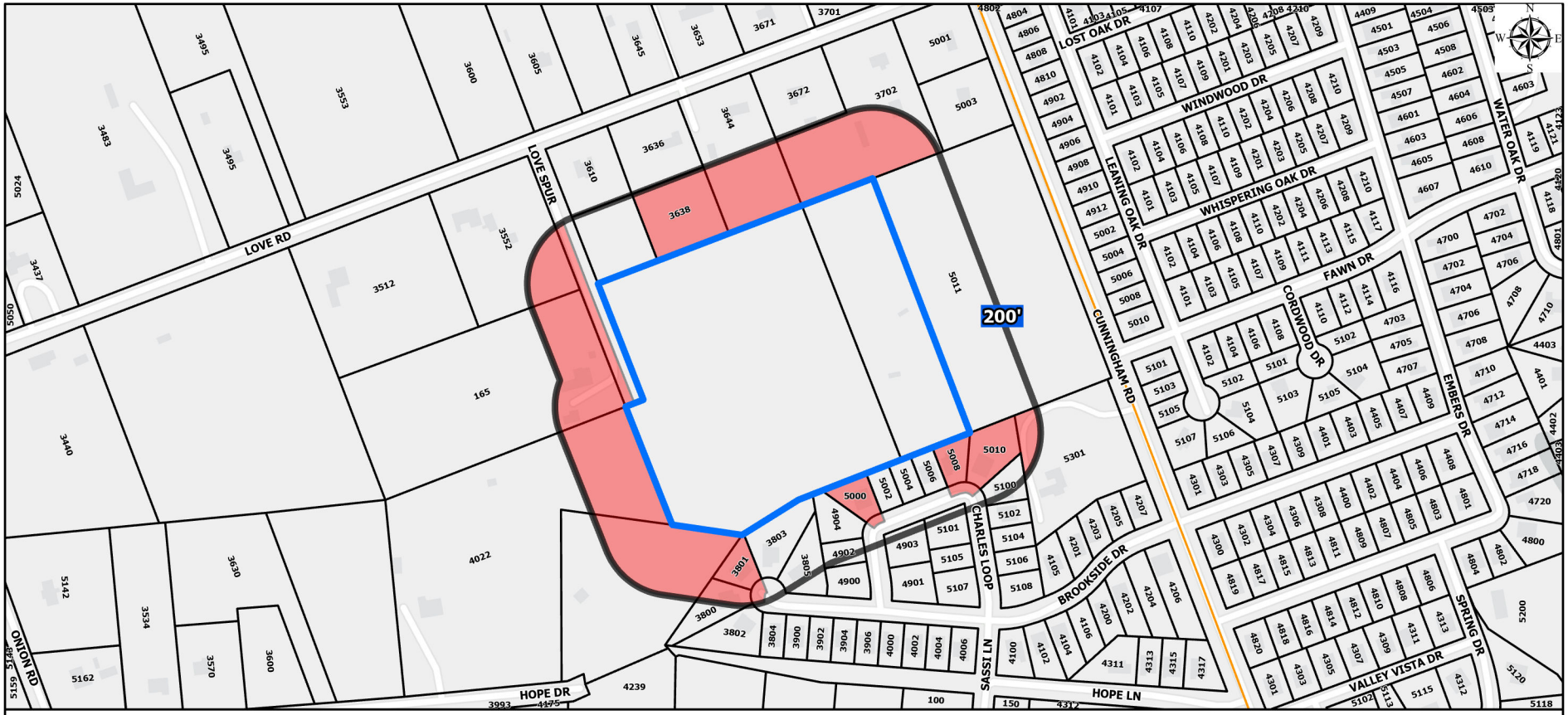
Zoning Case 2025-37

A TO R-1

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.

Legend

- A
- CUP
- A-R1
- R-1
- Zoning Case
- Opposed


LOVE RD
LOVE SPUR
CUNNINGHAM RD
LOST OAK DR
WINDWOOD DR
LEANING OAK DR
WHISPERING OAK DR
WATER OAK DR
FAWN DR
CORDWOOD DR
EMBERS DR
SPRING DR
BROOKSIDE DR
CHARLES LOOP
SASSY LN
HOPE DR
HOPE LN
VALLEY VISTA DR
ONION RD
200'
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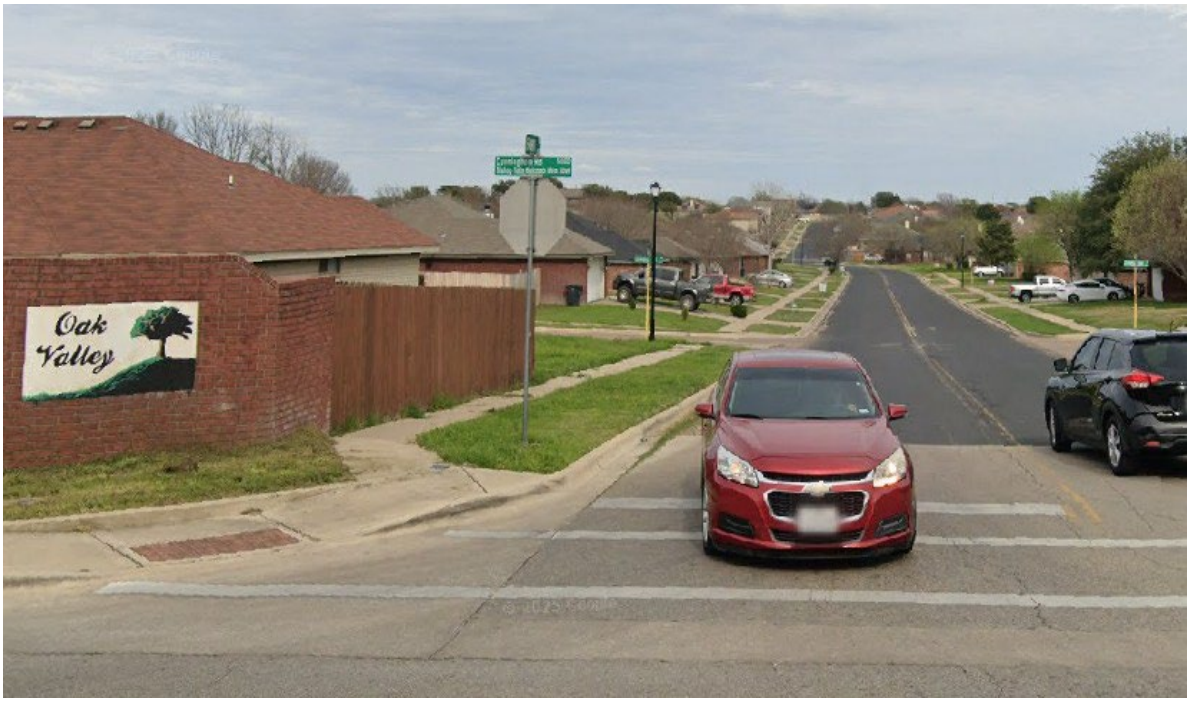
4209

SITE PHOTOS

Case #Z25-37: “A” & “R-1”

View from Cunningham Road towards subject property:

View facing east towards Fawn Drive:



SITE PHOTOS

Case #Z25-37: “A” & “R-1”

View of the surrounding property to the north from Cunningham Road:

View facing south down Cunningham looking towards Stagecoach Road:

MINUTES
PLANNING AND ZONING COMMISSION MEETING
Z25-37
"A" to "R-1"

Hold a public hearing and consider a request submitted by Republic Engineering & Development Services, LLC on behalf of 5011 Cunningham Rd Killeen, LLC **(Case# Z25-37)** to rezone approximately 15.3 acres out of the Robert Cunningham Survey, Abstract No. 199, being part of Lots 71 and 72 and all of Lots 73 and 74 out of Llewelyn Estates #3 (unrecorded) subdivision from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located on the west side of Cunningham Road between Love Road and Brookside Drive, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Hermosillo was available to answer questions.

Joseph Theriot of Republic Engineering & Development Services was present to represent the request. Mr. Theriot stated that the request is consistent with the surrounding uses to the north and south of the subject property. He stated that based on a layout they had created and the requested "R-1" (Single-Family Residential District) zoning designation, the approximate lot yield is eighty (80) lots. Mr. Theriot says this proposed layout will leave adequate room for 2 detention ponds and open space.

Mr. Theriot stated that citizens may be concerned for the drainage of this proposed development, but the subject property only accounts for a small portion of the overall drainage area. The proposed detention ponds will tie into existing creeks or existing drainage infrastructure along Cunningham Road. He stated that the proposed density of this "R-1" (Single-Family Residential District) request is similar to their original proposal that was submitted.

Chairman Purifoy opened the public hearing at 5:10 p.m.

Ms. Sue Hallmark spoke in opposition to the request. She expressed her concerns regarding the increased density conflicting with the character of the surrounding area and drainage issues caused by the proposed development. She also noted concerns about the loss of agricultural land that may cause the displacement of wildlife within the area.

Mr. Richard Davis II spoke in opposition to the request. He expressed concerns that there hasn't been a recent flood survey for this area and has mentioned that there have been instances of topsoil erosion on his property because of a previous development in the area.

Ms. Heather McNealey spoke in opposition to the request. She expressed dissatisfaction that the percentage of opposition of properties within the 200' notification boundary was below the requirement required by the State for City Council to have a super majority vote for approval of

this case. Ms. McNealey also mentioned a previously conducted City survey in 2025, which mentioned that citizens were inclined towards larger lots for future developments.

Mr. Harley Aguilar spoke in opposition to the request. He stated that the intersection of Cunningham Road and Stan Schlueter does not have a protected right turn, which he says causes traffic congestion. He also stated that, based on a previous meeting, Cunningham Road is unable to be widened to better support the increased traffic of this proposed development. He mentioned that City Council unanimously disapproved this request previously.

Mr. James Sills spoke in opposition to the request. He stated that, based on the petitions from both this case and the previously submitted case, there is adequate opposition from the surrounding property owners to meet the 60% threshold. Mr. Sills stated he would prefer an amendment to this request that would reduce density rather than the proposed request. He stated that concerns mentioned in the previously submitted cases for the subject property have not been addressed, such as drainage and traffic.

Ms. Melissa Brown spoke in opposition to the request. She expressed concern regarding the lack of proper drainage that could cause flooding. She also expressed concern regarding the lot density. Ms. Brown stated that the location of the open space of a neighboring development is not easily accessible to the future tenants of this development. She also stated that the drainage along Cunningham was only developed to handle a two (2) to five (5) year events, and that is already inefficient to handle the established neighborhoods.

With no one else wishing to speak, the public hearing was closed at 5:31 p.m.

Commissioner Cooper moved to recommend approval of “AR-1” (Agricultural Single-Family Residential District). The motion died for lack of a second.

Chairman Purifoy called the agent, Mr. Joseph Theriot, back to address the Planning and Zoning Commission. Mr. Theriot stated that if the choice was between “AR-1” (Agricultural Single-Family Residential District) and “SR-1” (Suburban Residential Single-Family Residential District), the applicant would prefer “SR-1”.
Commissioner Cooper moved to recommend approval of “SR-1” (Suburban Residential Single-Family Residential District). Commissioner Giacomozzi seconded the request, and the item was opened for discussion.

Commissioner Cooper stated that flooding and topsoil erosion was a major issue that should be considered with this request. She also mentioned that with Senate Bill 15, the applicant’s current request could allow for single-family homes to be built on lots as small as 3,000 sq. ft. Commissioner Cooper stated that these concerns have been consistent, and they need to be addressed.

Commissioner Giacomozzi stated that the construction of Stagecoach Road should be completed prior to this development.

Chairman Purifoy called for a vote. The motion to recommend approval of "SR-1" (Suburban Residential Single-Family Residential District) passed by a vote of 4 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 15.3 ACRES BEING OUT OF THE ROBERT CUNNINGHAM SURVEY, ABSTRACT NO. 199, AND PART OF LOTS 71 AND 72 AND ALL OF LOTS 73 AND 74, OUT OF LLEWELYN ESTATES #3 (UNRECORDED SUBDIVISION), FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 & Development Services, on behalf of [property owner], presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 15.3 acres out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of Llewelyn Estates #3 (unrecorded subdivision), from "A" (Agricultural District) to "R-1" (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on December 8, 2025, duly recommended approval of the application for amendment to "S-R1" (Suburban Residential Single-Family Residential District);

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 January 20, 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.

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

SECTION I. That the zoning classification of approximately 15.3 acres out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72, and all of Lots 73 and 74, out of Llewelyn Estates #3 (unrecorded subdivision), be changed from "A" (Agricultural District) to "R-1" (Single-Family Residential 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 20th day of January 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:

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____
Holli C. Clements, CITY ATTORNEY
Case #25-37
Ord. #25-___

REPUBLIC
ENGINEERING & DEVELOPMENT SERVICES

info@RepublicEDS.com

P.O. Box 3123
Harker Heights, TX 76548

979.234.0396

October 22, 2025

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 the re-zoning of approximately 15.3 acres of land located at 5011 Cunningham Rd, from Agriculture (A) to Single-Family (R-1. The purpose of the re-zoning is to provide the property to uniformly develop the whole property as Single-Family. This proposed Zoning is consistent with current zonings in the area and with the Future Land Use Map (FLUM). With the property being bounded by single-family residential on all sides, we feel this zoning change will not negatively affect the surrounding properties.

Sincerely,

Joseph Theriot

Robert Meredith III – Document Number 2021028785

SKINNER ESTATE PHASE TWO – Cabinet D, Slide 278–B
LOT 1
BLOCK 1

Zonzerae Watson – Document Number 2020026204

Betty S. Hermosillo, et vir – Volume 3707, Page 609

POC

POB

3/8" Iron Rebar Found

201.45'
(N19°25'W)

Sanitary Sewer Manhole

634.82'
4' Barbed Wire Fence (typ)

(N68°42'55"E)
N68°13'45"E
1276.31'

641.49'

3/8" Iron Rebar Found

Calculated Point, 3/8" Iron Rebar Found Brs. N20°45'W 0.42'

3/8" Iron Rebar Found

L O V E S P U R
(60' R.O.W)
(Volume 1088, Page 191)

ROBERT CUNNINGHAM SURVEY
ABSTRACT NO. 199

74

71

N20°48'20"W
(N19°25'W)
395.00'

350.30'

350.42'

Volume 1846, Page 807

Volume 1825, Page 56

(N70°35'E)
N69°14'20"E
29.62'

3/8" Iron Rebar Found

3/8" Iron Rebar Found

Calculated Point, 3/8" Iron Rebar Found Brs. S89°14'W 0.42'

784.55'
S21°04'40"E
(S19°25'E)

C U N N I N G H A M R O A D
Approximate 65' R.O.W
Asphalt surfacing

Michael P. Klimaszewski, et ux

Overhead Electric Line

22.91 Acres

Timothy Patrick McNeely, et ux – Document Number 2020028825

N20°48'20"W
(N19°25'W)
395.00'

TRACT 2
(TRACTS 73 & 74)

73

39.7'
Metal Shed
39.7'

420.03'

TRACT 1
(TRACTS 71 & 72)

72

4' Barbed Wire Fence (typ)

Concrete

Concrete Curb

OAK VALLEY SUBDIVISION PHASE FIVE – CABINET D, SLIDE 61–C

1/2" Iron Rebar Found

198.18'
N82°28'10"W
(N82°25'W)

Gerald M. Price – Volume 6065, Page 398

1/2" Iron Rebar Found

188.12'
S58°07'00"W
(S58°04'47"W)

1/2" Iron Rebar Found

5.46'

4' Barbed Wire Fence (typ)

950.60'
S68°42'55"W
(S70°35'W)

67.08'
66.93'
67.04'
114.18'
10' UE
135.19'
1/2" Iron Pipe Found
Overhead Electric & Telephone Line
294.43'

Gate

3/8" Iron Rebar Found

Concrete Drive Approach

FAWN DRIVE

10' UE
12.5' ROW to the City of Killeen

22 18 17 16 15 14 13 12 1 23

B L O C K (1)

GILBERT ESTATES – PLAT YEAR 2018 NUMBER 73

C H A R L E S L O O P
(60' R.O.W)

N

50 25 0 50
SCALE: 1 Inch = 50 Feet

LEGEND:

- ● = 5/8" Iron Rebar Set with cap stamped "RCS INC", unless otherwise stated
- ⊠ = 3/8" Iron Rebar Found with cp stamped "KILLEEN ENGINEERING"
- ⊡ = 1/2" Iron Rebar Found
- ≈≈≈ = Asphalt Surface
- ( ) = Deed Call
- ——x—— = Guy Wire
- —o— = Power Pole
- **POB** = Point of Beginning
- **POC** = Point of Commencing

NOTES:

See attached field notes.

Basis of Bearing: The survey work for this project is on Grid Bearings and Coordinates, based upon the Texas State Plane Coordinate System, Central Zone, NAD83 datum obtained from GPS observations and referenced to the NGS CORS Base Station "TXKL" in Killeen, Texas whose published coordinate value: N=10,380,882.789 E=3,110,419.534. The distances shown are surface distances. The Combined Correction Factor (CCF) for this project is 0.9998579.

The research for the land boundary property line of this tract has been provided by this surveyor or his associates. That research includes the names and references to the adjoining property owners. Those adjoiners referenced are for compliance to the Texas Board of Professional Engineers and Land Surveyors regulations, and are shown for information purposes only. All other research for documents such as, but not limited to, easements, deed restrictions, restrictive covenants, leases, etc. are the responsibility of the client's Title Company or other third parties other than this surveyor or company.

The restrictions in Volume 1507, Page 758 of the Bell County Deed Records affects Tracts 71 and 72.

Copyright © 2021, Ronald Carroll Surveyors, Inc., All Rights Reserved.

This survey was provided solely for the use of Show Place Homes.

Sketch showing part of the ROBERT CUNNINGHAM SURVEY, Abstract Number 199, situated in Killeen, Bell County, Texas, also known as Tracts 71,72,73, and 74 of LLEWELYN ESTATES Nos. 2&3, an unrecorded subdivision.
Surveyed July 8, 2021.
RONALD CARROLL SURVEYORS, INC.

STATE OF TEXAS · REGISTERED · RONALD CARROLL 2025 · PROFESSIONAL · LAND SURVEYOR

AS–BUILT
ROBERT CUNNINGHAM SURVEY
Abstract Number 199
City of Killeen, Bell County, Texas.

RONALD CARROLL SURVEYORS, INC.
Phone: (254) 773–1447 Fax: (254) 773–1728
5302 South 31st Street – Temple, Texas 76502
TBPLS FIRM No. 10028400

DRAWN BY: DM DATE: 7/23/21 DRAWING NAME: 21057–AB–SHOWPLACE
SHEET SIZE: 24X36 JOB#: 21057 FIELD BOOK: 314 PG 28–29

YOUR NAME: N. SUE HALLMARK **PHONE NUMBER:** 2546547755

CURRENT ADDRESS: 166 LOVE SPUR KILLEEN TX 76542

ADDRESS OF PROPERTY OWNED: SAME

COMMENTS:

I AM ABSOLUTELY AGAINST THIS REZONING. NO MORE HOUSES ARE NEEDED IN THIS AREA. WE DO NOT HAVE INFRASTURE, SEWER & WATER RETAINAGE. WE ARE FLOODED WHEN RAIN 2" OR MORE IS RECORDED. WHEN DONUT HOLE WAS ANNEXED WE WERE PROMISED SEWAGE & DRAINAGE & THAT WAS 20 YEARS AGO. STILL ON SEPTIC TANKS

SIGNATURE: Sue Hallmark **REQUEST: "A" to "R-1"** R-1-25 DEC 1-25 **Z25-37/** 03

P.O. Box 1329 Killeen, Texas 76541 • 254.501.7648 • Fax 254.501.7628
www.KilleenTexas.gov

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DEC 09 2025
By JL

Pg 1

JoAnn Lomas

From: Wallis W. Meshier
Sent: Monday, December 8, 2025 10:44 AM
To: JoAnn Lomas
Cc: David Hermosillo; Maria G. Lopez; Jessica A. McMillin
Subject: FW: Opposition against the Rezoning of 5011 Cunningham

Thanks,
Wallis

Wallis Meshier
Executive Director
Development Services
Phone: (254) 501-7621
wmeshier@killeentexas.gov
www.killeentexas.gov
Dedicated Service – Every Day for Everyone!

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DEC 08 2025
By JL

From: Heather McNeely <puremcmae@yahoo.com>
Sent: Friday, December 5, 2025 2:51 PM
To: Andrew Zagars <AZagars@killeentexas.gov>; Wallis W. Meshier <wmeshier@killeentexas.gov>; Nina Cobb <NCobb@killeentexas.gov>
Cc: Tim McNeely <MCNEELYTP@gmail.com>; Timothy McNeely <762hurts@gmail.com>; Joseph Bahr <jbahr@kdhnews.com>; klimiti@kdhnews.com
Subject: Opposition against the Rezoning of 5011 Cunningham

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Good Afternoon All,

I am written yet again for the 3rd time this year in opposition of the rezoning of 5011 Cunningham. As I have stated for years and many other Donut Hole Residents have been saying since the 2008 FORCED Annexation that the city has not upheld their part of the Pre-Annexation agreement and R1 rezoning does not go with the character of the land,there is poor drainage and alack of infrastructure. Here is a few reasons as to why myself and the mass majority of the Donut Hole Residents of Killeen are in complete opposition of this rezoning to R1.

1.Septic, We are all still on Septic, even though the City filed with the state that all septic tanks have been removed from the city limits and over $20 million was spent in doing so, yet the majority of the

donut hole is still on septic tanks. Where's the money, that's a WHOLE lot of money you all should be asking about!

2. Drainage, we have had ZERO updates on the drainage yet pay a monthly drainage fee on our water bill and in fact the developments of Gilbert Estates drains right into private property and a nature preserve, Mr. Zagars him self is on the record from March 7 2025 stating that the drainage of the Gilbert Estates housing development was done wrong, yet it has yet to corrected and continues to drain into a natural preserve and private property causing damage and erosion.

3. FEMA flood zone maps, the city and the developers are using outdated maps dated 2008. I have requested on multiple occasions to have those maps updated before any new builds or developments come through. How many of you use data from 2008 to make your daily decisions, and as important as land and flooding? Making a retaining pound as presented by this developer adjacent to my property utilizing old out dated maps is irresponsible and reckless that could cause damage to my land, farm and herd. I already have had the dry creek on my property go from 18 inches to 18 feet in six years from erosion from the poor drainage and flooding making it difficult for me to reach the other
side of my property, how much more damage should a private citizens land have to incur from poor city planning and out dated FEMA maps?

4. Rural communities, the character of the land is rural and small farms zoned AG and being used as that. Adding R1 next to farms and a Natural Preserves is not in character of the surrounding area.

5. Environmental study, with the proposed development being adjacent to a natural preserve a true impact and environmental study should be done, there is many protected wildlife on that preserve and in the area along with rare trees and insects that Central Texas A&M students have studied and collected for research. Just as in the rebuilding of Stage coach Q1 & Q2 2024 engineer report stated they were going to do one once they gained access to conduct that study from the property owners near stagecoach yet nobody ever contacted myself nor my neighbors for that study even though our addresses where outlined in the City Engineering report. So did the city rebuild Stagecoach with out that study?

6. Streets, Love Rd has no current curb and gutters will need to widened causing more flooding and Love Spur is a single lane personally paved "street" that city staff has been constantly confused about and has never given a straight answer on. Is it county, city or private? Never being updated or maintained by the city! By building this development, Love Spur would have to be widened and easement would have to be granted taking away potential large parts of not only my land but also Ms Halmark's to meet city code for fire truck being able to turn around. This also goes hand and hand with the controlled growth area in the 2040 Plan, having to add infrastructure for a development is not supposed to happen. Even council member Alvarez has stated that during one of the city council meetings when a Deannaxation was brought to them, adding infrastructure for a new development is not something the city should do!

7. Citizens Survey 2025, the results of the most recent citizens survey stated the residents wanted to see less R1 and more large lot homes available for purchase. There is currently as of today 835 homes available on the market in Killeen and only 11 available with a 1/2 of acre to 1 acre and 33 with 1 acre or more, so only 44 homes with large lots. The whole area was supposed to stay rural large lots and continue to be like the surrounding area per the pre-annexation agreement and now also it's what the rest of the Killeen citizen are requesting per the Citizens Survey. If we continue to build and approve only R1 we are losing potential buyers to neighboring cities (Salado has 182 homes on the market and 95 of them have over 1/2 acre lot or more) No one including myself is

expecting 5011 Cunningham to stay a field forever, but R1 is not a fit and will cause more erosion, an updated FEMA map need to be conducted and why not build Large lots to keep with the character of the surrounding area and what the citizens of Killeen are looking for, because R1 is not it!

8. This was Disapproved by P&Z and City Council in May 2025 and then brought back in June of 2025 and unanimously Disapproved by P&Z for all the reasons I have listed, so please respect the last P&Z board, the city's 2040 plan, the residents of the Donut hole and the rest of the citizen of Killeen by disapproving again.

I have included the previous petition collected for the June 2025 rezoning request of 5011 Cunningham that disapproved 8-0, I would like the current P&Z to see that the people of the Donut Hole do not want this and have spoken up regarding this yet again, just a few months ago, also I would like the city council to see it as they need to know the Donut hole is united no matter how many times we have to speak up, maybe ONE day the City will fulfill the pre-annexation agreement granting the tax paying citizens the same services they grant the rest of the city.

Thank you for your time and consideration,
Heather McNeely
Donut Hole Resident
4022 Hope Dr

On Thursday, June 26, 2025 at 08:19:34 AM CST, Wallis W. Meshier <wmeshier@killeentexas.gov> wrote:

Yes ma'am, it has been withdrawn.

Thanks,

Wallis

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DEC 08 2025
By JL

Wallis Meshier

Executive Director

Development Services

Pg. 4

Phone: (254) 501-7621

wmeshier@killeentexas.gov

www.killeentexas.gov

Dedicated Service – Every Day for Everyone!

From: Heather McNeely <puremcmae@yahoo.com>
Sent: Thursday, June 26, 2025 8:36 AM
To: Wallis W. Meshier <wmeshier@killeentexas.gov>; Andrew Zagars <AZagars@killeentexas.gov>; James Sills <james.sills1@gmail.com>; Louie.Minor@bellcounty.texas.gov

Cc: Tim McNeely <MCNEELYTP@gmail.com>; Timothy McNeely <762hurts@gmail.com>; Joseph Bahr <jbahr@kdhnews.com>
Subject: Re: Opposition Petition against the Rezoning of 5011 Cunningham

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Good morning,

I heard this request for the rezoning of 5011 Cunningham was withdrawn by the applicant, may I have confirmation of that please.

Thank You,
Ms.Heather McNeely
Killeen Resident
651-587-1000
Sent from my iPhone

> On Jun 23, 2025, at 10:25 AM, Heather McNeely <puremcmae@yahoo.com> wrote:
>
> Hello All,
>
> Please see attached petition of signatures of 21 home owners of the surrounding properties of 5011 Cunningham. All signatures are in opposition of the rezoning of 5011 Cunningham. There is 13 signatures of home owners in the 200ft range and 8 in the 400ft range and Donuthole residents.
> They is hard copies will be hand delivered at the start of the meeting but I anted this for your records before the start of the meeting so you can verify the land surrounding the rezoning property will require a super majority.
> Please let me know if you have any questions.
> Have a great rest of your day.

Opposition and Protest for City of Killee

We, the undersigned residents of the City of Killeen, TX, oppose and protest C
Cunningham Survey, Abstract No. 199, being Lots 73 and 74 and parts of 71 a
subdivision), from "A" (Agricultural District) to "R-1" (Single-Family Residential
Texas Local Government Code, we affirm we own property within 200 or 400 f
document will be submitted to the City of Killeen City Council. **I affirm I was n
anything in return.**

Reasons for opposition and protest are as follows: current drainage and floodi
management and impacts, proposed housing types are inconsistent with neigh

Name of Owner	Address	Signature
Richard Davis	5301 Cunningham Rd	
Seonggyu, Jeong	5100 Charles Loop	
Terence Harris	5010 Charles Loop	
Wesley Smalls	5008 Charles Loop	
Dwayne Howard	5006 Charles Loop	
Kenneth Quigley	5004 Charles Loop	
Blake Daniels	5002 Charles Loop	
Janet Gomez	5000 Charles Loop	
Samantha Green	4904 Charles Loop	
Nestor Alonso Burgos	4902 Charles Loop	
Joel Gorge Meza	4903 Charles Loop	
Patricia Brunson	5101 Charles Loop	
Tunissha Marshal	3805 Brookside Dr	
Joseph Roberson	3803 Brookside Dr	
Candra Donald	3801 Brookside Dr	
Yulanda Chism	3800 Brookside Dr	
Price Family Trust	Hope Dr	
Heather McNeely	4022 Hope Dr	
Sue Hallmark	165 Love Spur	
Willie Roberts	3552 Love Dr	
Robert Meredith	3610 Love Dr	
Bianca Garcia	Love Rd	
Arnoldo Garcia	3644 Love Rd	

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By

Opposition and Protest for

Name of Owner	Address
Zonzerae Watson	3702 Love Rd
Betty Hermosillo	5003 Cunningham Rd

400 Ft Range
Marty Lewis — 5102 Church Loop
MICHAEL MARTIN — 3671 LOVE RD
Anthony Oliver — 3653 Love RD
RAYMOND HARRIS — 3553 LOVE RD
EDWIE AVALOS — 3512 LOVE RD
Patrick Kelley — 3440 LOVE RD
Daphne Cadraway — 5162 Onion Rd
[illegible] — 3534 Hobbs.

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By JL

>
> Thank You,
> Heather McNeely
> 651-587-1000
> Sent from my iPhone

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DEC 08 2025
By JL

Opposition and Protest for City of Killeen Case Number Z25-37

We, the undersigned residents of the City of Killeen, TX, oppose and protest Case Number Z25-37 to rezone 15.2 acres out of the R. Cunningham Survey, Abstract No. 199, being Lots 73 and 74 and parts of 71 and 72 out of Llewelyn Estates #3 (unrecorded subdivision), from "A" (Agricultural District) to "R-1" (Single-Family Residential District). In accordance with Sec. 211.006 (d) of the Texas Local Government Code, we affirm we own property within 200 or 400 feet of the rezoning location, and we understand this document will be submitted to the City of Killeen City Council. **I affirm I was not coerced to sign this document or offered anything in return.**

Reasons for opposition and protest are as follows: current drainage and flooding issues, missing recent FEMA identified Floodway management and impacts, proposed housing types are inconsistent with neighboring properties, and/or commented reasons.

Name of Owner	Address	Signature	Comment
Richard Davis	5301 Cunningham Rd		Opposed
Seonggyu, Jeong	5100 Charles Loop		
Terence Harris	5010 Charles Loop		Opposed
Wesley Smalls	5008 Charles Loop		Opposed
Dwayne Howard	5006 Charles Loop		
Kenneth Quigley	5004 Charles Loop		
Blake Daniels	5002 Charles Loop		
Janet Gomez	5000 Charles Loop		Opposed
Samantha Green	4904 Charles Loop		
Nestor Alonso Burgos	4902 Charles Loop		
Joel Gorge Meza	4903 Charles Loop		
Patricia Brunson	5101 Charles Loop		
Tunissha Marshal	3805 Brookside Dr		
Joseph Roberson	3803 Brookside Dr		
Candra Donald	3801 Brookside Dr	Candra Donald	opposed
Yulanda Chism	3800 Brookside Dr	Yulanda Chism	OPPOSED
Price Family Trust	423 Hope Dr		Opposed
Heather McNeely	4022 Hope Dr	Heather McNeely	Opposed
N. Sue Hallmark	165 Love Spur	N Sue Hallmark	Opposed
Willie Roberts	3552 Love Dr	Ivory C Roberts	
Robert Meredith	3610 Love Dr		
Bianca Garcia	Love Rd		

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DEC 08 2025
By JL

Opposition and Protest for City of Killeen Case Number Z25-37

Name of Owner	Address	Signature	Comment
Arnoldo Garcia	3644 Love Rd		Opposed
Zonzerae Watson	3702 Love Rd		Opposed
Betty Hermosillo	5003 Cunningham Rd		
Betsy Hilliard	3507 Cunningham Rd	Betsy Hilliard	Opposed
Price Family Trust(2)			Oppose d
Price Family Trust(3)			Opposed
[illegible]	5102 Charter Loop		opposed
[illegible]	5000 Charles Loop		Oppose
[illegible]	4253 Brookside Dr		oppose
Robert Van Huss	4201 Brookside Dr.		Oppose
Maximino Rivera	4106 Brookside Dr		Oppose
Chris Masters	4104 Brookside dr		Oppose
Chris Masters	4312 Hope Ln		Oppose
Rubery Johnson	3900 Brookside Dr		Oppose
Cassandra Robinson	3802 Brookside D		Oppose
Bicirlea Garcia	3638 Love Rd		Opposed

RECEIVED
DEC 08 2025
By JL

JoAnn Lomas

From: Ric Davis <redkmn@outlook.com>
Sent: Sunday, December 7, 2025 7:07 PM
To: JoAnn Lomas
Subject: Oppose Case Z25-37

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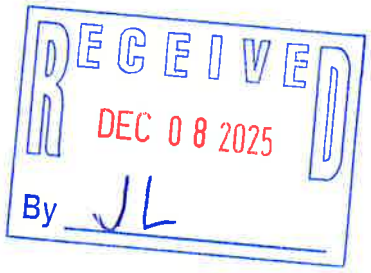
My name is Richard Davis. I live at 5301 Cunningham Road, Killeen Texas, 76542. I oppose Case Z25-37.



YOUR NAME: Richard Davis II **PHONE NUMBER:** 843-345-0705

CURRENT ADDRESS: 5301 Cunningham Rd Killeen Tx 76542

ADDRESS OF PROPERTY OWNED: same as current

COMMENTS: The map shared mirrors that of what was shared previously. Nothing has changed and it has not yet been a year to bring this back up for discussion

I am in opposition to this request.

SIGNATURE:

REQUEST: "A" to "R-1"

Z25-37/ 40

RECEIVED DEC 05 2025 By JL

CASE #Z25-37: “A” to “R-1”

PH-26-009

January 20, 2026

Case# Z25-37: “A” to “R-1”

- Hold a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of 5011CunninghamRdKilleen, LLC **(Case# Z25-37)** to rezone approximately 15.3 acres out of the Robert Cunningham Survey, Abstract No. 199, being part of Lots 71 and 72 and all of Lots 73 and 74 out of the Llewelyn Estates #3 (unrecorded) subdivision from “A” (Agricultural District) to “R-1” (Single-Family Residential District). The subject property is generally located on the west side of Cunningham Road between Love Road and Brookside Drive, Killeen, Texas.

Case# Z25-37: “A” to “R-1”

- The applicant’s request is to rezone approximately 15.3 acres on the west side of Cunningham Road from "A" (Agricultural District) to "R-1" (Single-Family Residential District).

- If approved, the applicant intends to develop the subject property for residential use.

Case History

- **Case# Z25-04:** "A" (Agricultural District) and "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "SF-2" and "RT-1" uses:
  - Submitted on January 27, 2025
  - Proposed PUD contemplated eighty (80) dwelling units on a single lot with shared open space amenities
  - Recommended for disapproval by P&Z on February 24th
  - Denied by City Council on May 20th

Case History

- **Case# Z25-20:** "A" (Agricultural District) to "R-1" (Single-Family Residential District):
  - Submitted on May 27, 2025
  - Recommended for disapproval by P&Z on June 23rd
  - Withdrawn by the applicant via email on June 25th

Case History

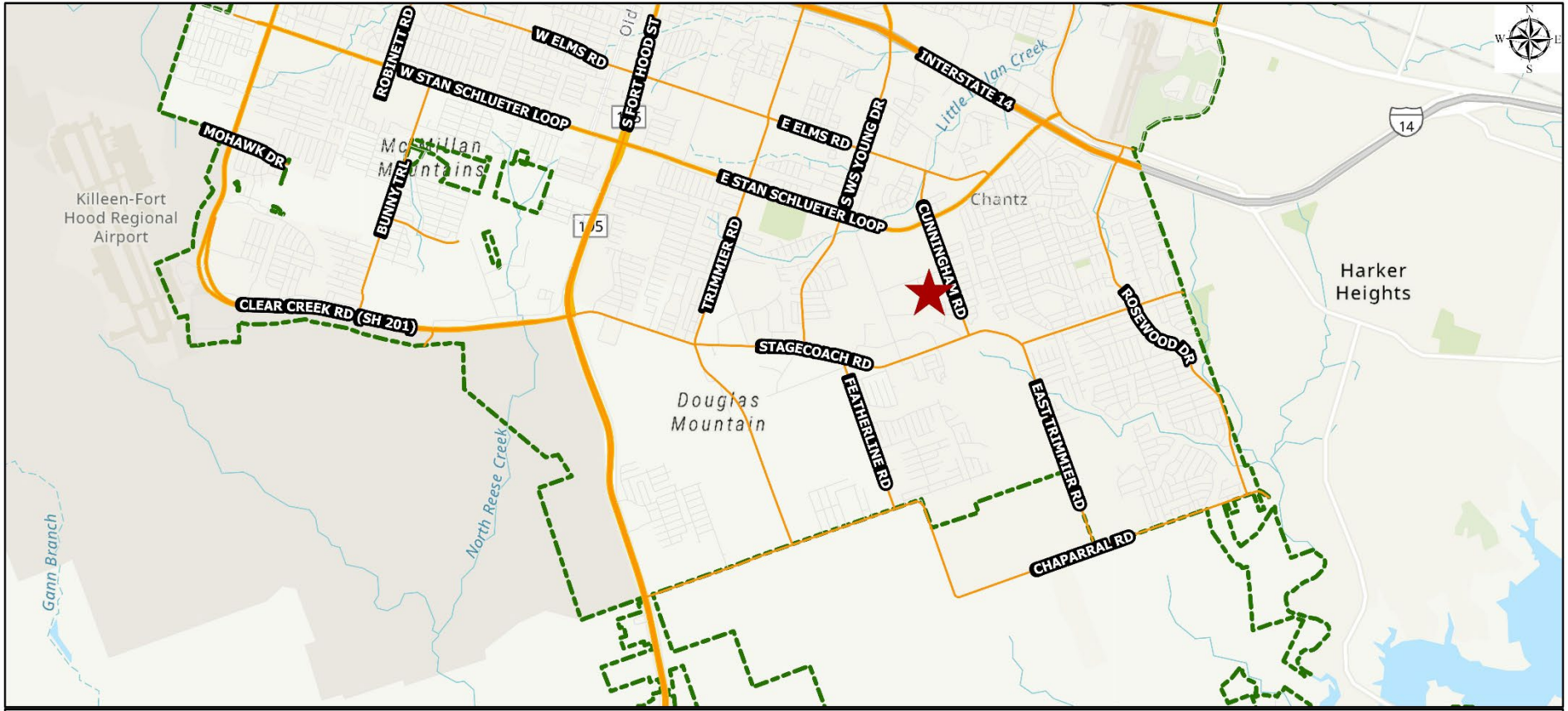
- **Case# Z25-37:** "A" (Agricultural District) to "R-1" (Single-Family Residential District):
  - Submitted on October 27th

Limitation on Resubmission of Petition

- Killeen Code of Ordinances Sec. 31-39(h) states: "When a zoning petition fails to be approved by City Council, the same petition shall not be resubmitted to either the City Council or the Planning and Zoning Commission for a period of twelve (12) months from the date of such failure, unless the petition is substantially changed from the original petition.

Limitation on Resubmission of Petition

- If a zoning request is withdrawn by the applicant prior to being acted on by City Council, this section does not apply – and the applicant may resubmit the same request within the one-year period.



LOCATION MAP

Council District: 3

0 1 2 Miles

Zoning Case 2025-37

A TO R-1

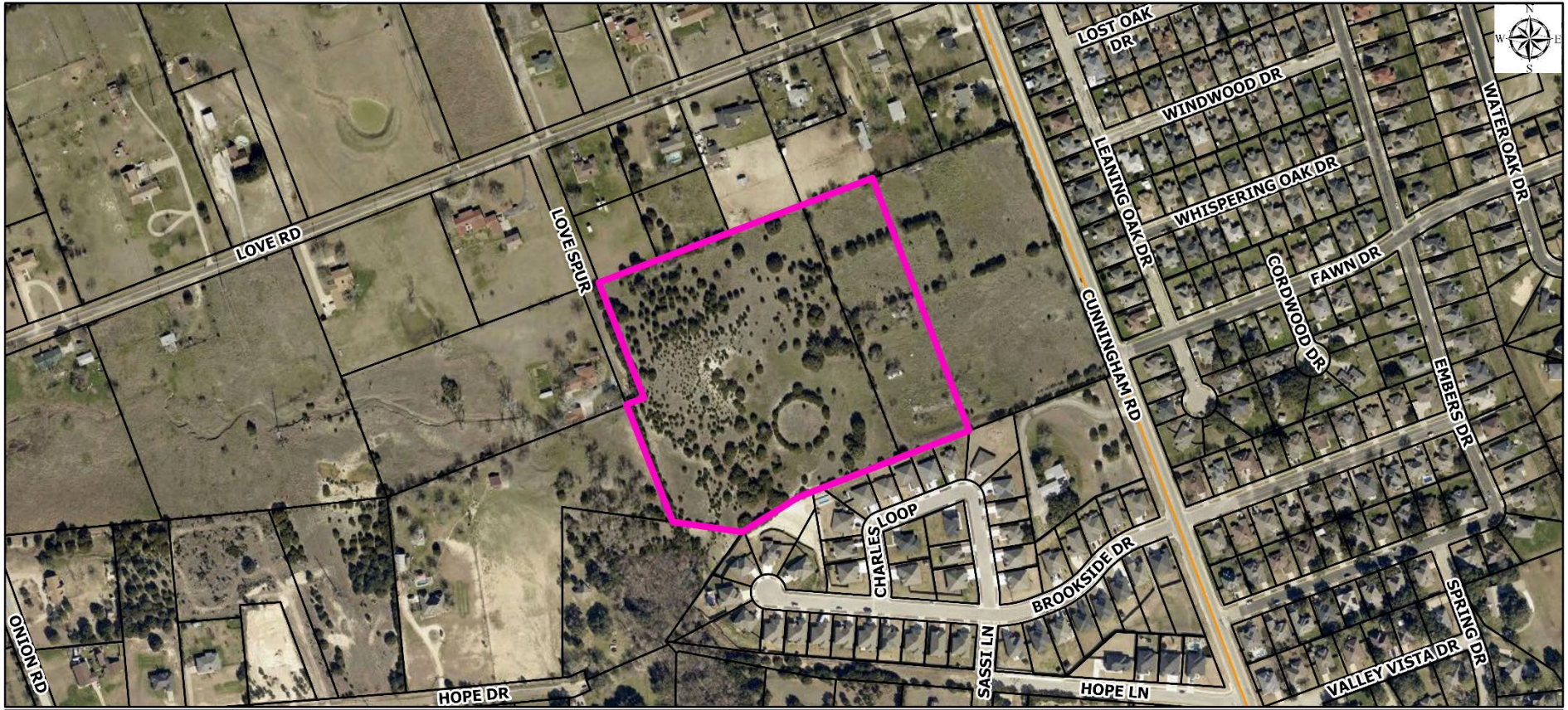
Legend

Major Roads

City Limit

Zoning Case Location

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.



AERIAL MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-37

A TO R-1

Legend

Zoning Case

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.

Case# Z25-37: “A” to “R-1”

View of the subject property from Cunningham Road facing west:

Case# Z25-37: “A” to “R-1”

View from the subject property facing south on Cunningham Road:

Case# Z25-37: “A” to “R-1”

View of the subject property facing north on Cunningham Road:

Comprehensive Plan Analysis

- This property is located within the 'Controlled Growth' area on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the City of Killeen Comprehensive Plan.

Public Notification

- Staff notified owners of forty-nine (49) surrounding properties regarding this request.
- To date, staff has received three (3) written responses in opposition to this request, as well as a petition signed by the owners of twenty-five (25) surrounding properties.
- Six (6) people spoke in opposition to this request during the Public Hearing at the Planning & Zoning Commission meeting.

RESPONSE MAP

Council District: 3

0 200 400

Feet

Zoning Case 2025-37

A TO R-1

Legend

- A
- A-R1
- CUP
- R-1
- Zoning Case
- Opposed

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.

Protests

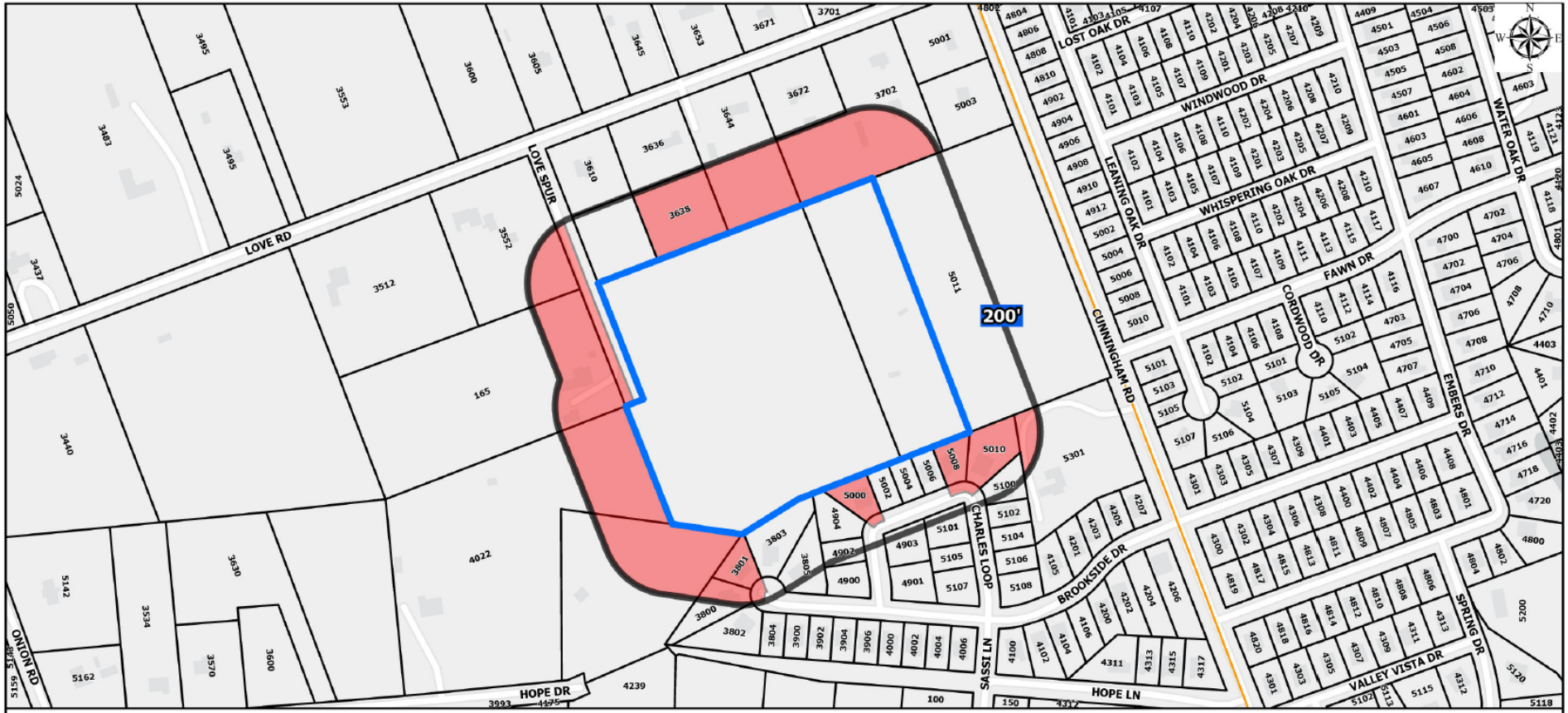
- During their 89th Regular Session, the Texas Legislature adopted House Bill 24, which amended the protest requirements for a proposed zoning change. This change became effective on September 1, 2025.

Protests

- Per Texas Local Government Code Sec. 211.0061(d)(2), if a zoning request has the effect of allowing more residential development than the existing zoning regulation or district boundary, a simple majority vote by the governing body is required for approval, regardless of the amount of opposition to the request.

Protests

- Staff has determined that opposition to this request constitutes 58.028% of the 200-foot notification area.
- Per Sec. 31-39(f), a protest must be delivered by noon on the day of the Planning & Zoning Commission hearing.
- Therefore, approval of this request will require the affirmative vote of a simple majority of the City Council.



RESPONSE MAP
Council District: 3

0 200 400
Feet

Zoning Case 2025-37

A TO R-1

Area in Opposition (449,871.31SqFt) ÷ 200' Buffer Area (775,265.93SqFt) = 58.028%

Legend
- 200' Buffer Area
- Area in Opposition
- Zoning Case

Subject Property Legal Description: Approximately 15.3 acres, out of the Robert Cunningham Survey, Abstract No. 199, and part of Lots 71 and 72 and all of Lots 73 and 74, out of the Llewelyn Estates 3. The subject properties are located along Love Spur, Killeen, Texas.

Density & Lot Yield

- The applicant has indicated that development of the entire 22.505-acre property into typical 60-foot residential lots will yield approximately 80 single-family lots.

Density & Lot Yield

- Based on this number, the parkland dedication requirements would be as follows:
  - Fees-In-Lieu of Parkland Dedication: $ 60,000
  - Park Development Fees: $ 36,000
  - Total Park Fees: $96,000

Density & Lot Yield

- Staff notes that, per Texas Local Government Code Chapter 211, Subchapter D, the City may not "adopt or enforce an ordinance" requiring a residential lot "that will be platted and located in an area zoned for single-family homes" to be larger than 3,000 sq. ft. or wider than 30 ft.

Density & Lot Yield

- Staff estimates that lots developed in accordance with the Small Lot provisions could yield as many as eight (8) to ten (10) units per acre.

- Therefore, the lot yield of the entire 22.505 acre property could be as high as 180-225 lots.

Density & Lot Yield

- Actual lot count will be determined during the platting phase and will vary based on subdivision design, infrastructure requirements, drainage and detention capacity, open space allocation, and compliance with all applicable development standards.

Alternatives

- The City Council has three (3) alternatives:
  1. Disapprove of the applicant's request;
  2. Approve a more restrictive zoning district (i.e., "A-R1", "SR-2", or "SR-1"); or
  3. Approve of the applicant's request to rezone the subject property to "R-1" as presented;

More Restrictive Zoning Districts

- A-R1" (Agricultural Single-Family Residential District):
  Minimum lot size: (1) acre
  Minimum lot width: 100 ft.

- "SR-2" (Suburban Residential Single-Family District):
  Minimum lot size: 15,000 sq. ft.
  Minimum lot width: 90 ft.

- "SR-1" (Suburban Residential Single-Family District):
  Minimum lot size: 8,400 sq. ft.
  Minimum lot width: 70 ft.

Staff Recommendation

- Staff finds that the applicant's request is consistent with the recommendations of the City of Killeen Comprehensive Plan designation of Residential Mix.

- Therefore, staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural District) to "R-1" (Single-Family Residential District) as presented.

Commission Recommendation

- At their regular meeting on December 8, 2025, the Planning & Zoning Commission recommended approval of "SR-1" (Single-Family Residential District) by a vote of 4 to 0.
- "SR-1" has a minimum lot size of 8,400 sq. ft. and a minimum lot width of 70 ft.

City of Killeen

Staff Report

File Number: DS-26-004

Update regarding unfinished 2025 City Council motions and directives

2025 PENDING MOTIONS OF DIRECTION

DS-26-004

January 20, 2026

Motions of Direction

- July 1, 2025: Consider funding IBCC for no more than $50K
- July 1, 2025: Consider funding KEDC with funds left over at end of FY 2025
  - Both to be reconsidered following the FY 2025 audit which is anticipated to be completed February/March 2026.

Motions of Direction

- July 15, 2025: Suspend and reserve $1,800,000 CIP funds for the Reunification Center and direct staff to continue to search for community partners to manage the Reunification Center Operations
  - An update on the Reunification Center Project is currently scheduled for the February 3, 2026 City Council meeting

Motions of Direction

- October 7, 2025 Motion of Direction: to place on a future agenda to discuss land banking, alternatives, and ways that we can address the growing number of vacant and dilapidated residential properties surrounding downtown Killeen
  - A discussion regarding land banking is currently scheduled for the February 3, 2026 City Council meeting

City of Killeen

Staff Report

File Number: DS-26-005

Update regarding Charter Review Procedures

CHARTER REVIEW

DS-26-005

January 20, 2026

Background

- The Charter is the fundamental governing document of a home-rule city in Texas.
- The Charter may not be changed more often than every 2 years. The City's Charter was last amended in May 2022.
- The Charter is amended by popular vote at an election.
- The Council may establish a process to formulate the ballot issues, including establishing a review committee.

Procedure for Charter Amendments

- Review Charter and Prepare Amendments
- Draft Proposition language
  - An amendment may not contain more than one subject
- Call Special Election by ordinance
- Publish Legal Notices
- Hold Election
- Council Order declaring that the amendment is adopted
- Certification of Amendment(s) to Secretary of State

Timeline for a November 2026 Election

- August 17, 2026
  - Last day to call a November 2026 election via ordinance (include ballot language for each measure)
- November 3, 2026
  - Uniform Election Date

Direction

- Scope of Review
  - Review of all 152 sections of the Charter; OR
  - Limit review by topic or certain sections/articles
- Who will review?
  - City Council; OR
  - Charter Review Committee of citizens
    - Number of members, process for making appointments

City of Killeen

Staff Report

File Number: DS-26-006

Update regarding the negotiation transfer of a portion of Georgetown's Certificate of Convenience and Necessity (CCN)

GEORGETOWN CCN UPDATE

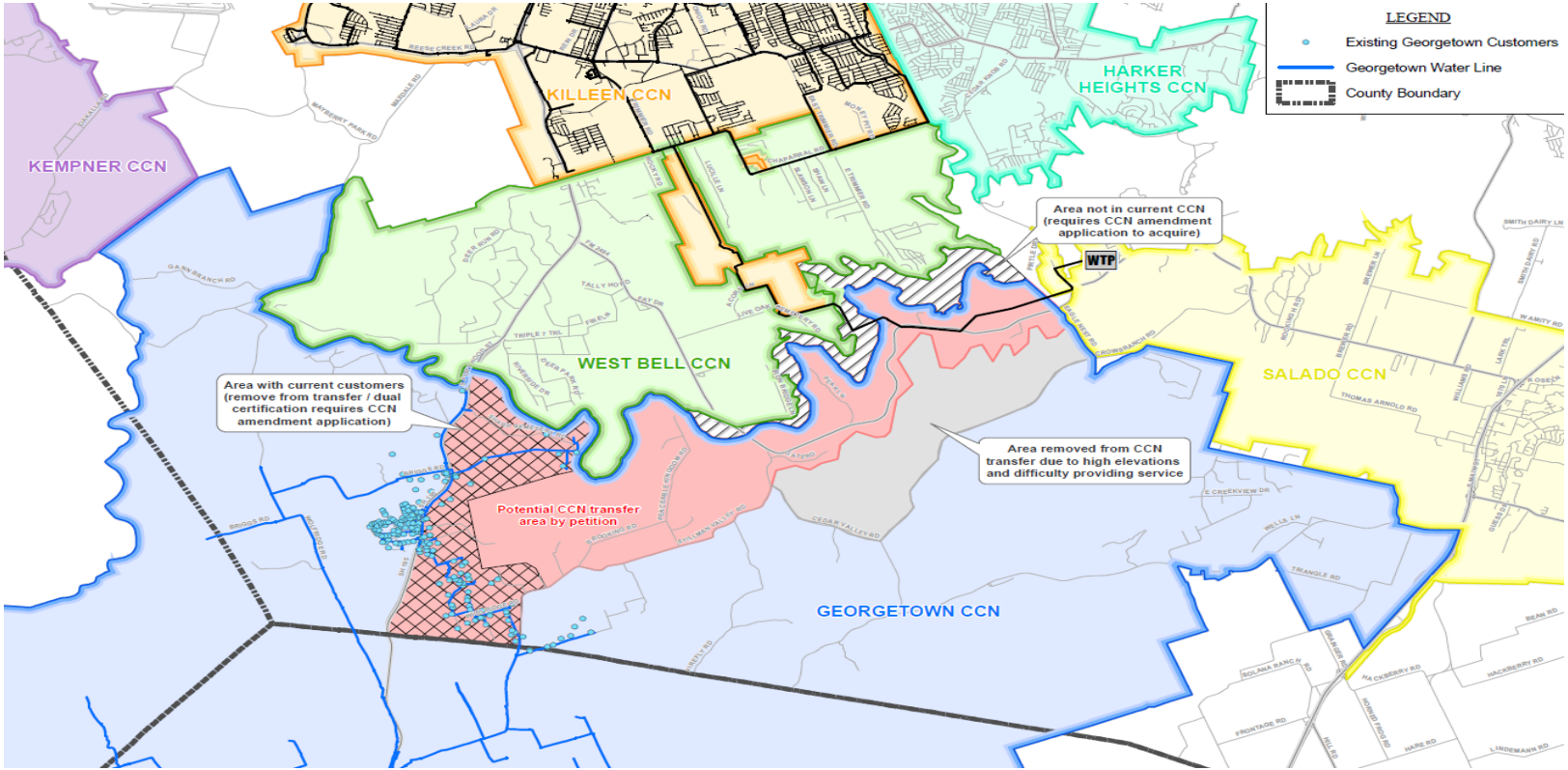
DS-26-006

January 20, 2026

Background and Findings

- On December 15, 2020, the City Council directed staff to review the transferring a portion of the Georgetown CCN within the City of Killeen Extraterritorial jurisdiction (ETJ).
- Since August 2021, the City has been working with Freese and Nichols, Inc. (FNI) to evaluate water infrastructure needs to extend the City's service area south into the current Georgetown Certificate of Convenience and Necessity (CCN).
- On March 21, 2023, city staff briefed Council on the results of this evaluation and Council gave a Motion of Direction to move forward on a future CCN transfer.

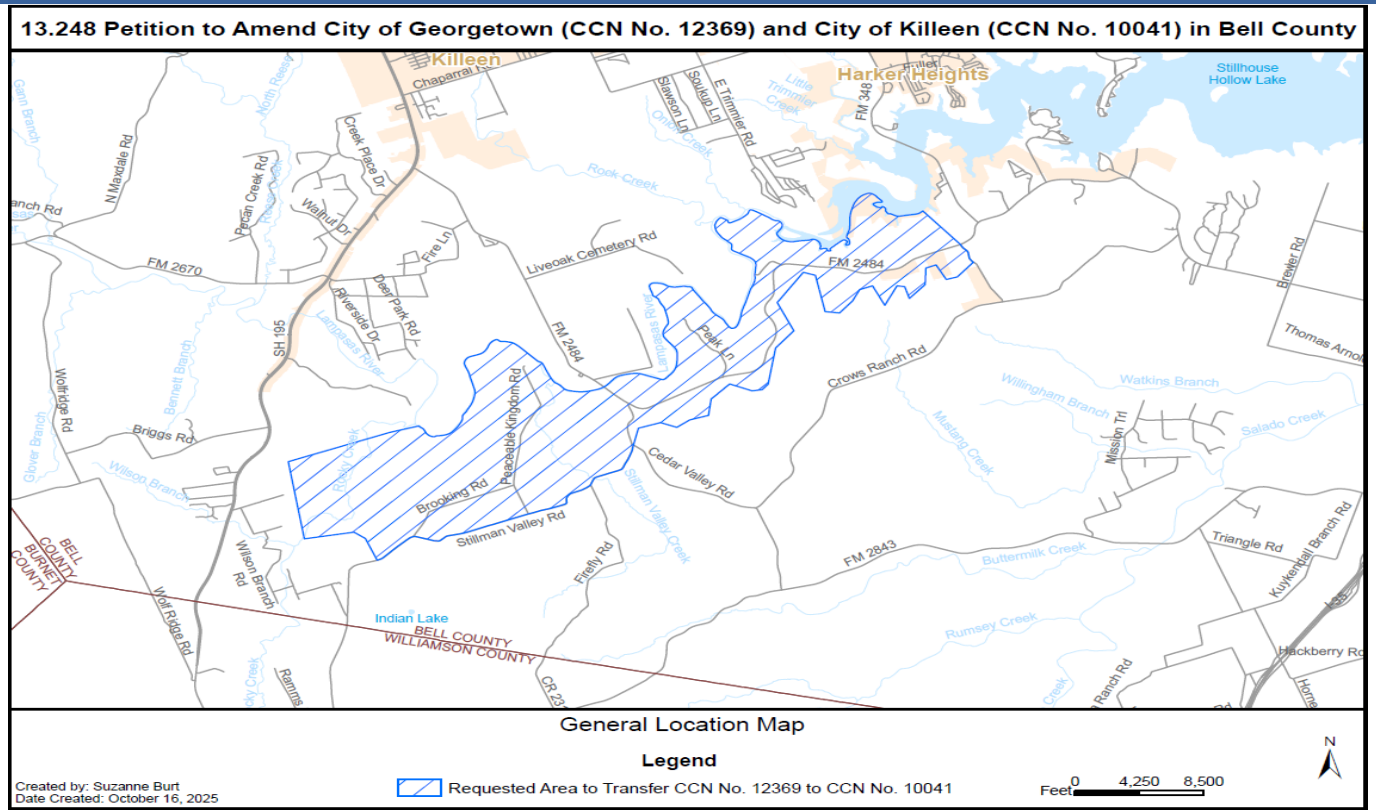
Proposed CCN Map



Background and Findings

- On August 20, 2025, Georgetown briefed Killeen on their CCN Transfer Project.
  - Georgetown proposed to sell to Killeen a large portion of their northern CCN that includes 27.4 miles of pipe and 256 customers.
  - Killeen offered to enter discussions for a smaller area of Georgetown's CCN that is identical to Killeen's proposed 2023 CCN area.
  - Georgetown is working with NewGen to do an analysis for Killeen's proposed CCN area.
  - Georgetown will then prepare the transfer agreement and both Georgetown and Killeen can bring the agreement to their councils.
  - The City is currently waiting on the City of Georgetown to forward documents.

Proposed CCN Area



City of Killeen

Staff Report

File Number: DS-26-007

Update regarding Rosa Hereford Killeen Community Center renovation and all unfinished street projects

UPDATES REGARDING ROSA HEREFORD KILLEEN COMMUNITY CENTER RENOVATION AND ALL UNFINISHED STREET PROJECTS

DS-26-007

January 20, 2026

Project Selection Process

- Design Selection – The process of creating the design drawings and obtaining necessary permits.
  - Request for Proposals
  - Selection of Consultants
- Bidding
  - Requesting 3 Quotes for Projects under $100,000.00
  - Public Bidding for Projects over $100,000.00

Project Selection Process

- Construction
  - In-House Construction
    - City Staff perform the work
  - Contracted Construction
    - Driven by Conditions of the Contract
    - City Accepts work and Pays Contractor based on work.
    - Contractor is responsible for project site, work, progress, schedule based on contract.

Road Project Background

- The Street Reconstruction Project was approved in the 2022 budget that included a list of Priority Projects that would be funded through a Certificate of Obligation Bond (COB) and the Street Maintenance Fee.
- The selected projects that are funded include Gilmer Street, Watercrest Road, Bunny Trail, and Willow Springs Road and Stagecoach Road.
- Final Design of Chaparral Phase 1a, Featherline, and Mohawk Roadways are projects that have been started and funded from the 2025 bonds.
- Rancier Avenue is funded through the TIRZ and Grants.

Bunny Trail Reconstruction

- Project includes the full removal and replacement of the existing roadway alignment, drainage improvements at the intersection with Stan Schlueter Loop, and addressing existing sidewalk gaps.
- Construction started on July 8, 2024, with 492 days in the contract.
- The project is substantially complete as of December 28, 2025, with only minor punchlist items remaining.
- The City is working to plan a formal ribbon cutting event for February.
- The road is open for traffic.

Gilmer Street Reconstruction

- Scope includes full removal and replacement of roadway between East Veterans Blvd and Rancier Avenue. Project includes roadway and sidewalk replacement, landscaping, drainage improvements as needed and pedestrian crossing improvements.
- The project is finishing the paving of the roadway to open for traffic.
- Plantings, lights, minor punchlist items, and awaiting BNSF to replace the railroad crossing is all that remains.
- Construction started on January 22, 2024, with 799 days in the contract.
- Project is expected to be fully completed Spring of 2026.

Stagecoach Road Reconstruction

- Project includes removal and replacement of roadway with a new design section between Hwy 195 and East Trimmier, and drainage modifications between Hwy 195 and Tyrel Drive.
- The contractor has completed removing and replacing the base material that was found to not meet our technical specifications, resulting in the material needing to be removed.
- Asphalt Paving for the north half of the roadway is expected in February.
- The project is still on schedule to finish this summer.
- Construction started on July 14, 2025, with 373 days in the contract.

Watercrest Road Reconstruction

- The project includes removing and replacing the full width of the roadway, reducing the roadway to 3-lanes, installing sidewalks along both sides and installing a new traffic signal at Robinette.
- The contractor has completed removing and replacing the base material that was found to not meet our technical specifications. Concrete work that includes sidewalk as well as curb and gutter is progressing.
- The project was scheduled to be completed in the Spring of 2026. Delays due to weather, supplier issues, and unacceptable base has delayed this project. The contractor is looking at ways to speed up the project.
- Construction started on October 14, 2024, with 530 days in the contract.

Willow Springs Reconstruction

- The design plans are currently 60% complete.
- Project design is currently on hold as Watercrest and Stagecoach are in construction.
- Design is to start again later this year. A new design contract will be presented to council for approval once we have completed negotiations.

Rancier Ave Corridor Improvement

- Project includes full removal and replacement of the roadway, wide sidewalks on both sides, storm drainage, traffic and pedestrian improvements, landscaping and undergrounding/relocation of existing utilities.
- Contract awarded for 100% design was approved by council on October 21, 2025.
- Design Plans and TXDOT coordination has begun. 30% plans have been submitted to TXDOT for their review.
- The consultant is working on a RAISE Grant application to be submitted in February.

Chaparral Roadway Widening

- Project includes determining the roadway alignment, schematic design of the roadway, sidewalks, storm drainage, traffic and pedestrian improvements, landscaping and relocation of existing utilities. The project has been separated into three phases. Phase 1A is the current emphasis for design that begins at Hwy 195 and ends at the Chaparral High School intersection
- Contract awarded for 100% design for Phase 1A was approved by council on October 21, 2025.
- Design and Right-of-way acquisition is anticipated to be complete in Fall of 2028.

Featherline Reconstruction

- On January 8, 2025, a Professional Services Agreement (PSA) was executed with Kimley Horn for the Design of the Featherline Road Project.
- Project includes widening Featherline to a 3-lane configuration with planning for possible 5-lane in the future. The project will construct sidewalks, drainage improvements, street trees, and lighting between Chaparral and Stagecoach. The intersection with Malmaison will be improve with a possible roundabout or signal.
- Construction is currently anticipated to start in the Fall of 2027.

Mohawk Extension

- On October 22, 2025 a Professional Services Agreement (PSA) was executed with Pape Dawson for the Design of the Mohawk Road Project.
- Project includes constructing a new roadway from Bunny Trail east to Castle Gap Drive. The roadway will be a 3-lane configuration with planning for possible 5-lane in the future. The project will construct sidewalks, drainage improvements, street trees, and street lighting. The design will also include a warrant study for the intersection with Bunny Trail and possible signal design if warranted.
- The consultant is currently working towards a 30% design submittal.
- Construction is anticipated to begin in the Fall of 2027.

Project Funding

Project	Funding Source	Funded
Gilmer Street	2022 CO Bond, Street Fee	Yes
Watercrest	2022 CO Bond, Street Fee	Yes
Bunny Trail	2022 CO Bond, Street Fee	Yes
Stagecoach	2022 CO Bond, Street Fee	Phase 1: Yes, Ph 2 :Yes
Willow Springs	2022 CO Bond, Street Fee	Partially
Rancier Avenue	TIRZ, Grants	Yes, TIRZ Future Bond/Grants
Chaparral Road	State/Federal Grants**	Partially
Featherline Road	2025 CO Bond	Yes
Mohawk Drive Extension	2025 Co Bond	Yes

Killeen Community Center

- The project includes remodeling and adding to the existing Killeen Community Center.
- Design : April 5, 2021 – June 21, 2022.
- Bidding : October 14, 2022 – December 5, 2022.
- Construction Contract Approval: January 10, 2023.
- Construction Start Date July 17, 2023.

Killeen Community Center

- Fall 2023
  - The Contractor during demolition discovers that the roof condition is worse than first expected and needs a full replacement prior to the completion of the remodel.
- February 2024
  - Council approves design contract with Engineered Exteriors, LLC for the roof design. Design is completed in June.
- July-August 2024
  - City initiate project review on delays and issues a formal notice of non-compliance.

Community Center Remodel

- October 2024
  - City issues a notice to proceed for Change Order No. 2 for the roof repair. This added an additional 180 days to the contract. New completion date is expected to be March 2025.
- February-March 2025
  - During roof replacement, large amount of structural damage is discovered. The additional work utilized the contingency amount in the contract and added days to the contract to extend the completion to August of 2025.
- July 2025
  - Construction Change Directive issued to remove items from the scope to increase the project contingency amount to fund the structural repairs.

Killeen Community Center

- August 2025
  - Contract Days were added due to weather delays and items approved through change directives. New completion date is in November 2025.
- November 2025
  - November 25th, the days in the contract are exhausted. The Contractor is notified that liquidated damages of $300/day will be assessed.
- December 2025
  - While the roof work was being done, it was discovered that the insulation on site was exposed to rain and rejected. Contractor is working to complete the roof replacement, which is estimated to be completed at the end of January 2026.

Killeen Community Center

- January - May 2026
  - The contractor is expected to continue to work on completing the project. Substantial completion is currently scheduled for May of 2026.

Killeen Community Center Funding

Contract	Amount	Contract Amount
Base Contract	$7,416,835.00	$7,416,835.00
Change Order #1	-$18,481.00	$7,398,354.00
Change Order #2	$1,716,736.27	$9,115,090.27
Change Order #3	$0.00	$9,115,090.27

- State Law limits Construction Change Orders to 25% of original contract amount. For this project the maximum limit that the contact can be is $7,416,835.00 plus $1,854,208.75 (25%) to equal $9,271,043.75.