



City of Killeen

Agenda

City Council

Tuesday, April 7, 2026

3:00 PM

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

Call to Order and Roll Call

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

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-26-008](#) Killeen Star Award

Work Session

Discuss agenda items 2-6 for the April 7, 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-26-012](#) Consider Minutes of Regular City Council Meeting of March 3, 2026.

3. [RS-26-051](#) Consider a memorandum/resolution awarding RFQ-26-09, to AtkinsRealis for design services at Goodnight Ranch Community Park, in the amount of \$371,392.00.
- Attachments:** [Agreement](#)
[26-09 Eval Tab](#)
[Contract Verification Form](#)
[Presentation](#)
4. [RS-26-052](#) Consider a memorandum/resolution approving a firework display permit application for a firework display at the Killeen Municipal Court on April 25, 2026.
- Attachments:** [Application](#)
[Presentation](#)
5. [OR-26-008](#) Consider an ordinance designating the City Manager as the pricing officer and authorizing the issuance and sale of the City of Killeen, Texas General Obligation Bonds in one or more series.
- Attachments:** [Ordinance](#)
[Presentation](#)

Public Hearings

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

Discussion Items

7. [DS-26-029](#) Receive Arts Commission Annual Report
Attachments: [Arts Commission Annual Report - 2025 Presentation](#)
8. [DS-26-030](#) Discussion regarding tiny homes and ADUs
Attachments: [Presentation](#)
9. [DS-26-031](#) Acknowledge the retirement announcement of City Manager Kent Cagle, and discuss City Manager search process

Executive Session

10. [DS-26-032](#) Discuss commercial and financial information of a business prospect that the City seeks to have locate in the Killeen Industrial Park and deliberate the offer of economic development incentives
11. [DS-26-033](#) Discuss appointment of an Interim City Manager
12. [DS-26-034](#) Conduct Annual Evaluation of the City Municipal Judge

Resolutions

13. [RS-26-053](#) Consider a memorandum/resolution confirming the Presiding Municipal Judge's annual evaluation and consideration for an adjustment to pay.

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 March 31, 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.

- Teen Court, March 31, 2026, 6:00 p.m., Municipal Court Building*
- AUSA Central Texas Chapter Community Partner and General Member Dinner, April 9, 2026, 6:00 p.m., Killeen Civic and Conference Center*
- 51st Annual NAACP Freedom Fund & Scholarship Banquet, April 10, 2026, 6:30 p.m., Killeen Civic and Conference Center*
- TJMaxx Grand Opening, April 12, 2026, 8:00 a.m., 2100 S. W S Young Dr., Ste. 6000B*
- Avanti Legacy Parkview Grand Opening, April 16, 2026, 10:00 a.m., 51 N. WS Young Drive*
- Annual Bob Gray Day, April 17, 2026, 10:00 a.m., Killeen Regional Airport*
- Greater Killeen Chamber of Commerce's Military Relations Council's Annual Senior Command BBQ Social, April 23, 2026, 6:00 p.m., Big Hoss BBQ, 9502 E. Trimmier Rd.*
- Teen Court, April 28, 2026, 6:00 p.m., Municipal Court Building*
- Opening Day for Baseball, Softball, T-Ball, May 2, 2026, 9:00 a.m., 2201 Veterans Memorial Blvd. - Softball Fields*
 - Main Street Program Celebration, May 27, 2026, 10:30 a.m.-12:00 p.m, Brick and Barrell, 415 N. Gray Street*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-26-008

Killeen Star Award



City of Killeen

Staff Report

File Number: MN-26-012

Consider Minutes of Regular City Council Meeting of March 3, 2026.

City of Killeen
City Council Meeting
Killeen City Hall
March 3, 2026 at 3:01 p.m.

Presiding: Mayor Riakos Adams

Attending: Councilmembers Anthony Kendrick, 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 Smith

Councilmember Solomon gave the invocation. Mayor Adams led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Alvarez to approve the agenda, as presented. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (4-0).

Presentations

PR-26-006 Presentation from Pioneers in Patient Care to Killeen Fire Department

Staff Comments: Jim Kubinski, Fire Chief

Chief Kubinski and Zoll Medical staff recognized the Killeen Fire Department as the first department in Texas and the western United States to implement the new Zoll Zenix monitor/defibrillator during medical emergencies.

Work Session

Discuss agenda items 2 - 11 for the March 3, 2026 Regular Session

Citizen Comments on Agenda Items

Michael Fornino spoke regarding DS-26-020.

David Bass spoke regarding OR-26-006.

Regular Session

Consent Agenda

- MN-26-009** Consider Minutes of Special City Council Meeting of February 3, 2026.
- MN-26-010** Consider Minutes of Regular City Council Meeting of February 3, 2026.
- RS-26-038** Consider a memorandum/resolution approving the investment reports for the quarter ended December 31, 2025.
- RS-26-039** Consider a memorandum/resolution approving an Interlocal Agreement with League of Oregon Cities to participate in the National Purchasing Partners Government Cooperative.
- RS-26-040** Consider a memorandum/resolution consenting to the creation of an emergency services district proposed to be known as Bell County Emergency Services District No. 3, which includes a portion of the extraterritorial jurisdiction of the City of Killeen.
- RS-26-041** Consider a memorandum/resolution approving a Design-Build Agreement with Synergy Commercial Construction for the construction of two box hangars at Skylark Field Airport, in the amount of \$206,528.40.
- RS-26-042** Consider a memorandum/resolution approving a Design-Build Agreement with Synergy Commercial Construction for the finish out of the restroom in an existing box hangar at Skylark Field Airport, in the amount of \$143,373.05.
- RS-26-043** Consider a memorandum/resolution electing a Mayor Pro-Tem.
- RS-26-044** Consider a memorandum/resolution appointing Councilmembers to various boards, commissions and committees.
- OR-26-006** Consider an ordinance ordering the May 2, 2026 Special Election for the purpose of electing a Councilmember for District 3.

The City Secretary read the caption of the ordinance:

AN ORDINANCE ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR DISTRICT 3; PROVIDING FOR THE FILING OF WRITTEN APPLICATION TO HAVE THEIR NAMES PRINTED ON THE OFFICIAL BALLOT; SPECIFYING THAT THE PROVISIONS OF THE SPECIAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; DESIGNATING THE POLLING LOCATIONS; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; PROVIDING FOR ELECTION WORKER COMPENSATION; AND PROVIDING FOR POSTING AND

**PUBLICATION OF NOTICE OF ELECTION AND CONTAINING
MISCELLANEOUS PROVISIONS.**

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

Discussion Items

DS-26-020 Receive Quarterly Financial Report

Staff Comments: Judith Tangalin, Executive Director of Finance
Ms. Tangalin presented this item to City Council for discussion. Ms. Tangalin was available to provide additional information and to answer questions.

DS-26-021 Discuss and consider March 17, 2026 meeting date.

Staff Comments: Kent Cagle, City Manager
Mr. Cagle presented this item to City Council for discussion and consideration. Mr. Cagle was available to provide additional information and to answer questions.

Motion of direction was made by Councilmember Solomon to move the March 17, 2026 City Council meeting to March 24, 2026. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (4-0).

Adjournment

With no further business, upon motion being made by Mayor Protem Alvarez, seconded by Councilmember Kendrick, and unanimously approved, the meeting was adjourned at 3:51 p.m.



City of Killeen

Staff Report

File Number: RS-26-051

Consider a memorandum/resolution awarding RFQ-26-09, to AtkinsRealis for design services at Goodnight Ranch Community Park, in the amount of \$371,392.00.

DATE: April 7, 2026

TO: Kent Cagle, City Manager

FROM: Antonio Murphy, Executive Director of Parks and Recreation

SUBJECT: Design Services for Goodnight Ranch Community Park

BACKGROUND AND FINDINGS:

On April 15, 2025, the City Council directed the parks and Recreation Department to allocate \$1,862,000 for the development of Goodnight Ranch Community Park. This funding is specifically earmarked for design and construction related to the 38.5-acre site designated as a FEMA floodplain. The proposed improvements include a greenway trail system, multi-use athletic fields, and other suitable park amenities.

City staff issued a Request for Qualifications (RFQ) for Design Services for Goodnight Ranch Community Park. The City received submissions from eleven firms, which were assessed by an evaluation panel of city employees.

Following a thorough evaluation process, AtkinsRealis was chosen based on their demonstrated qualifications. Staff is proposing an agreement for \$371,392 to proceed with the design services.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Pursuant to Texas Local Government Code (TLGC), 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?

The design is in the amount of \$371,392 for FY26 - FY28.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes. Expenditures are budgeted in the Capital Improvement Program as part of an approved and ongoing project in the Certificate of Obligation Series 2023 Fund, under account Design/Engineering 306-56200-900-300-923026.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager, or his designee, to approve awarding RFQ-26-09 to AtkinsRealis for design services at Goodnight Ranch Community Park in the amount of \$371,392, and authorize the City Manager, or his designee, to execute an agreement with Atkins Realis and any and all amendments/change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Engineering
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
26-09 Eval Tab
Contract Verification Form
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.

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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

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ARCHITECT/ENGINEER.....	2
1.01 Scope	2
ARTICLE 2 - OWNER'S RESPONSIBILITIES	2
2.01 General	2
ARTICLE 3 - TIMES FOR RENDERING SERVICES.....	2
3.01 General	2
3.02 Suspension.....	2
ARTICLE 4 - PAYMENTS TO ARCHITECT/ENGINEER.....	2
4.01 Methods of Payment for Services and Reimbursable Expenses of ARCHITECT/ENGINEER	2
4.02 Other Provisions Concerning Payments	2
ARTICLE 5 - OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	4
6.05 Insurance.....	5
6.06 Termination	5
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Hazardous Environmental Condition	6
6.10 Allocation of Risks.....	7
6.11 Notices	7
6.12 Survival.....	7
6.13 Severability.....	7
6.14 Waiver	7
6.15 Headings	7
ARTICLE 7 - DEFINITIONS	7
7.01 Defined Terms.....	7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS.....	10
8.01 Exhibits Included.....	10
8.02 Total Agreement.....	10

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

THIS IS AN AGREEMENT effective as of April 1, 2026 (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and ATKINSRÉALIS USA, INC.(“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 and Engineering Services.
The proposal (Exhibit A) shall develop a design for the park and oversee the design through construction.
The proposal accounts for the following program items to be designed and developed at the park.

Park Improvement items:

- (1) new park entry drive
- Parking lot (estimate 30 parking spaces)
- Park trail network (no more than 5,000 L.F. of trail)
- Playground (spec playground, surfacing, seating, boundary, drainage)
- Up to (5) Pre-engineered single family picnic pavilions – open air (estimate 12’x12’)
- Selection of site furnishings
- Park receptacles, (4) vendor, (2) food truck, (4) holiday lighting/general need.
- Site lighting (parking and trail lighting)
- (1) Park entry sign (low monument sign)
- Multipurpose field (turf grass open lawn for play)
- (1) trail waterway crossing (using Permatrak system)
- Waterline service for drinking fountains and irrigation. Water stub for possible future restroom.
- Site electrical distribution
- Lighting design for park entry sign, parking lot, trail, and pavilions
- Site grading and drainage
- Irrigation design for landscape beds only concentrated near the park entry main gathering areas.
- CPTED review at 60%, 90%, and narrative at 100%

ARTICLE 1 SERVICES 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/ ENGINEER

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

B. *For Additional Services.* Additional Services identified in Exhibit A, are not authorized under this Agreement unless expressly approved in advance by Owner in writing. Any authorization of Additional Services shall be documented by written amendment to this Agreement, and compensation shall be as set forth in the applicable amendment.

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.

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. A/E shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from costs, losses, and damages (including 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 Contract*--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.

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.

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 20 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 9 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 36 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.

OWNER: City of Killeen

ARCHITECT/ENGINEER AtkinsRealis USA, Inc.
Carlos Nazario
Digital Signature: Carlos Nazario
DN: OU=AtkinsRealis, CN=Carlos Nazario, E=carlos.nazario@atkinsrealis.com
Reason: I am the author of this document
Location:
Date: 2026.03.16 17:08:02-04'00'
Foxit PDF Editor Version: 2025.2.0

By: Kent Cagle

By: Carlos Nazario

Title: City Manager

Title: VP, Sr. Operations Director

Date Signed: _____

Date Signed: 03/16/2026

Address for giving notices:

Address for giving notices:

P.O. Box 1329

4030 West Boy Scout Boulevard, Suite 700

Killeen, TX 76540-1329

Tampa, FL 33607

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Crystal Kazakos

Brandon Hay

Title: Park Planner

Title: Landscape Architecture Studio Lead

Phone Number: 254-501-6531

Phone Number: 512-566-8858

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: ckazakaos@killeentexas.gov

E-Mail Address: brandon.hay@atkinsrealis.com

This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

ARCHITECT/ENGINEER's Services

ARCHITECT/ENGINEER (A/E) shall provide Basic and Additional Services as set forth below in Proposal for Professional Services for Goodnight Ranch Community Park.

Exhibit A – Scope of Services

Design Services for Goodnight Ranch Community Park

City of Killeen



AtkinsRéalis

February 16, 2026

Attn: Crystal Kazakos
1700 E. Stan Schlueter Loop, Ste. B.
Killeen, TX 76542

RE: Goodnight Ranch Community Park

Dear Mrs. Kazakos,

AtkinsRéalis is pleased to submit this proposal for professional design services for Goodnight Ranch Community Park.

Per our understanding of the requirements, we propose the attached Scope of Professional Services.

We appreciate the opportunity to provide the services indicated herein and look forward to working with you on this project. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,

Brandon Hay, PLA, ASLA
Project Manager | Studio Lead

|Goodnight Ranch Community Park Scope and Fee

1/13

The ConsultantRéalis - Sensitive / Sensible [FR]

EXHIBIT "A"

Scope of Professional Services

GOODNIGHT RANCH COMMUNITY PARK

City of Killeen, Texas

General Scope

The purpose of the services proposed herein is to provide professional consulting services necessary for the development of Goodnight Ranch Community Park, for City of Killeen, Texas. It is AtkinsRéalis (Consultant) intent to work in effective cooperation with City of Killeen (Client) to achieve an efficient and satisfactory implementation of the project.

Program

This proposal shall develop a design for the park and oversee the design through construction. No previous designs have been developed for the park at the time of this proposal. Based on conversations with the Client, this proposal accounts for the following program items to be designed and developed at the park.

Park Improvement items

- (1) new park entry drive
- Parking lot (estimate 30 parking spaces)
- Park trail network (estimate 5,000 L.F. of trail)
- Playground (spec playground, surfacing, seating, boundary, drainage)
- Up to (5) Pre-engineered single family picnic pavilions – open air (estimate 12'x12')
- Selection of site furnishings
- Park receptacles, (4) vendor, (2) food truck, (4) holiday lighting/general need.
- Site lighting (parking and trail lighting)
- (1) Park entry sign (low monument sign)
- Multipurpose field (turf grass open lawn for play)
- (1) trail waterway crossing (using Permatrak system)
- Waterline service for drinking fountains and irrigation. Water stub for possible future restroom.
- Site electrical distribution
- Lighting design for park entry sign, parking lot, trail, and pavilions
- Site grading and drainage
- Irrigation design for landscape beds only concentrated near the park entry main gathering areas.
- CPTED review at 60%, 90%, and narrative at 100%

Information to be Provided by City

Client shall provide the following information or services as required for performance of the work. Consultant assumes no responsibility for the accuracy of such information for services and shall not be liable for error or omissions attributed to inaccurate or incomplete information supplied by City.

- Current City and/or State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Information and studies on existing drainage areas on and off-site, if available.
- Current FEMA Flood Plain data of entire project area.
- Utility information (plans, maps, etc.) both current and archived within the City of Killeen.
- Construction and as-built plans of existing facilities completed within the park property and adjacent to site.
- Existing geotechnical reports and data for existing facilities recently completed within the park property and adjacent to the site, if available, for reference only.

- Copies of all licensing agreements, utility agreements, survey documents for right-of-way and easements, and other legal instruments related to the project.

Services to be Performed by City

- Utility coordination for relocations.
- Pay/waive all City filing, permit review, application and inspection fees
- Efficient and timely review of Consultant provided deliverables
- Construction Inspection of Improvements
- ROW acquisition if required.
- Construction Materials Testing of Improvements
- Public notifications for open houses, construction, and development notices

Overview of Services

Given the above stated general scope and program we will provide the following services:

PHASE 1 - GEOTECHNICAL SERVICES (PROVIDED BY SUBCONSULTANT)

See attached scope of services by Raba Kistner

PHASE 2 – PROJECT DESIGN SURVEY (PROVIDED BY SUBCONSULTANT)

Legal Description and Location: An approximate 38 acre tract, being Tract A Drainage Tract, GOODNIGHT RANCH ADDITION PHASE THIRTEEN, SECTION TWO, a subdivision of record in Document No. 2017-2603 of the Official Public Records of Real Property, Bell County, Texas and a portion of the tract of land situated between Reese Creek Road and Clear Creek Road identified by Bell County Appraisal District Property ID No. 208584; also, being shown on Exhibit "B" attached hereto.

Scope/Intent and Extent of Services:

Boundary Verification Survey:

LSI will perform a boundary verification of the tract shown in RED on Exhibit B. LSI will research the subject tract and adjoining properties, and locate boundary monumentation sufficient to depict the associated boundaries/rights-of-ways. LSI will depict easements shown on the subdivision plat or as identified in an Ownership and Encumbrance report. (if provided by others). This Scope of Services does not include resetting any missing boundary corner monuments or preparation of a sheet deliverable.

Deliverables from Sub to AtkinsRéalis:

AutoCAD, Civil3D digital file of the Boundary Verification Survey.

Topographic Survey:

Survey limits will include Tract A, all of Reese Creek Road (R.O.W. to R.O.W.) adjacent to Tract A and up to the edge of pavement of Corinne Drive adjacent to Tract A, as well as an approximately 300' wide corridor centered on the creek crossing the tract South of Reese Creek Road up to the North edge of pavement of Clear Creek Road, as shown in RED on Exhibit "B". Survey will include Digital Terrain Model showing 1' contours based on spot elevations, tops, toes, grade breaks, flowlines and ground features found on site. LSI will detail the creek that runs through the site. Visible improvements and utilities will be shown and labeled. Accessible manholes found on site will be detailed and labeled with pipe sizes, directions, and flowline elevations.

Deliverables from Sub to AtkinsRéalis:

AutoCAD, Civil 3D digital file of the Topographic Survey.

Tree Survey:

LSI will locate all hardwood trees measuring 8" in diameter and larger in the areas shaded YELLOW on Exhibit "B". LSI also assumes one (1) additional mobilization to locate trees in an approximately 50' wide corridor crossing the creek designated by Client after the topographic survey is complete. Trees will be located, tagged, identified and sized at 4.5' above natural ground. LSI makes no guarantee or certification regarding the accuracy of tree name identification. This Scope of Services assumes for up to 200 trees. Additional trees may require a supplemental authorization.

Deliverables from Sub to AtkinsRéalis:
AutoCAD, Civil 3D digital file of the Tree Survey.

PHASE 3 – ENVIRONMENTAL & CULTURAL RESOURCE SURVEY

The property includes approximately ~38 acres of land located along S Clear Creek Rd in Killeen, Bell City, Texas.

WATERS OF THE U.S. DELINEATION

Using the methods outlined in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, Section 404 of the Clean Water Act, and recent Federal guidance, The Consultant ecologists would conduct an on-the-ground delineation to determine the presence and approximate locations of potentially jurisdictional waters of the US, including wetlands, located in the project area. The extent of waters of the U.S. would be recorded in the field, if necessary, via a submeter accuracy global positioning system (GPS) and also recorded on aerial photography and/or topographic maps. Representative photographs would be taken of the project area.

Assumptions

- Site reconnaissance will require up to one day of field work.
- Assume any wetland or waters within the parcel boundary are jurisdictional. Official jurisdictional determination can only be made by USACE.
- Should USACE permitting be needed, support would be performed under a separate scope-of-work.
- The site is expected to have limited potentially jurisdictional waters based upon an aerial photography and other GIS data.
- All delineated features will be documented in a wetland delineation report.

This work will be performed and supervised by technical personnel qualified and experienced in waters of the U.S. delineations.

THREATENED AND ENDANGERED SPECIES POTENTIAL HABITAT ASSESSMENT

The Consultant will review files from the Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (TXNDD) and the U.S. Fish and Wildlife Service (USFWS) City list of state and federally protected species to determine whether any state and federally protected species have been documented on or immediately adjacent to the proposed project area. Following desktop analyses, The Consultant ecologists will perform an on-the-ground evaluation to determine whether potential habitat for any state and federally listed threatened or endangered species is located within or immediately adjacent to the project area. If any state and federally

protected species have been previously documented on or immediately adjacent to the proposed project area, or potential habitat is present, a description and general location of these species would be identified and provided in the letter report and agency coordination letters for TPWD and USFWS.

Assumptions

- The potential habitat assessment does not include presence/absence surveys.
- No detailed agency coordination or permitting with state and federal agencies would be included within this scope. This support can be provided under a supplemental agreement.
- For species designated as SGCN by TPWD, only those with potential impacts will be included in the report. If absent from the report/impact table, then it can be assumed that the SGCN species will not be impacted.
- The assessment will be documented in two agency coordination packets for TPWD and USFWS.

This work will be performed and supervised by technical personnel qualified and experienced in habitat assessments.

CLIENT RESPONSIBILITIES:

- The Client will assist by meeting with the consultants as required.
- Client will provide right-of-entry and access to the subject property for site reconnaissance. Any restrictions on activities requested by the current landowners will be reviewed by The Consultant for potential implications to the proposed methodology in this scope. If methods are affected, The Consultant will coordinate with the Client.

ASSUMPTIONS:

- All funding will be local.
- One round of client comments is expected for each deliverable.
- The project is located in the Zone 4b of the USFWS's karst invertebrates mapping or areas that do not contain endangered karst invertebrates. Therefore, a karst feature survey is excluded from the scope.
- The project is located outside of the Edwards Aquifer and is part of the Clearwater underground water conservation district. Required compliance with the Edwards Aquifer Rules do not apply.
- For scheduling purposes, it is assumed that the Client will require 5 working days to review deliverables.

EXCLUSIONS:

The following services are not a part of the Basic Scope of Services, but may be required for the project, and can be provided by The Consultant with subsequent Addenda to this Professional Service Agreement.

- Phase I and Phase II Environmental Site Assessments;
- Biological surveys including absence and presence surveys;
- Formal Section 7 Consultation with USFWS;
- Karst feature surveys (although current maps & records preclude the existence of karsts); and
- USACE permitting

Archeological Resources

As the proposed park parcel is owned by the City of Killeen, a political subdivision of the state, and the project will include ground disturbing activities, adherence to the Antiquities Code of Texas (ACT) is required. To comply with the ACT, AtkinsRéalis archeologists will submit a project consultation memo to the Texas Historical Commission (THC) which will include the proposed project description and a cultural resources background

review of the project area. Upon review of the memo, the THC will determine the appropriate level of effort required for cultural resources clearance under the ACT. If the THC determines further work is necessary (including an archeological survey), it will be completed through a change order.

Assumptions

- Cultural resources clearance under the ACT from the THC is required prior to any proposed ground disturbance on the city-owned park parcel.
- Further investigations required by THC may include acquisition of a Texas Antiquities Permit, archeological survey, and a report of findings. If necessary, these will be completed through a change order.

PHASE 4 – CONCEPTUAL DESIGN

The Consultant shall develop a conceptual park design for approval by the Client prior to beginning construction documentation. The conceptual design process shall include the following

Preliminary Concept Design

Upon completion of the environmental assessment, the Consultant shall prepare two (2) alternative design concepts which arrange the program items on the site. The concepts shall be complimented with precedent imagery to complement the plans.

- Deliverables: two (2) hand drawn illustrative concept plans

Public Engagement Meeting 1

The Consultant shall conduct one (1) community public engagement meeting to gather feedback on the design concepts. The Client shall coordinate the meeting location, advertisement for the meeting, and all other arrangements. The meeting shall be a drop-in meeting style without a presentation. The Consultant shall prepare all printed materials, boards, and supplies needed to communicate the concept designs and gather community feedback.

- Deliverables: up to (6) presentation boards consisting of concept graphics, imagery, and site information.
- Meeting: (1) in person community engagement meeting, estimate four (4) hours.

Final Concept Design

Based upon the comments received from the first public engagement meeting. The Consultant shall refine the design concept into one (1) final design. The design shall be a refined illustration, computer rendered to show more detail and complimented with one (1) illustrative rendered perspective of the design.

- Deliverables: one (1) computer drawn illustrative plan and one (1) illustrative perspective.

Public Engagement Meeting 2

The Consultant shall conduct one (1) community public engagement meeting to show the final design to the community. The Client shall coordinate the meeting location, advertisement for the meeting, and all other arrangements. The meeting shall be a drop-in meeting style without a presentation. The Consultant shall prepare all printed materials, boards, and supplies needed to communicate the final concept and gather any additional comments.

- Deliverables: up to (4) presentation boards consisting of final plan, imagery, and feedback from public meeting one.
- Meeting: (1) in person community engagement meeting, estimate four (4) hours.

*All comments received during the final meeting or council presentation will be addressed on the 30% construction document submittal.

PHASE 5 – DRAINAGE STUDY

The Consultant shall study the flowline of the existing creek and ensure that the proposed design does not impact on the flow and volume. The intent of this proposal is that the proposed design shall have no impact of the flow or volume of the floodplain and necessary grading shall be shown on the plans to offset any minor structures in the design to show no impact.

Assumptions

- No FEMA Permitting shall be required unless the client requests it or the client requests additional park facilities which will trigger the need for FEMA permitting.
- No CLOMR preparation
- This phase will develop a Feasibility Study only
- The phase will develop a Drainage Memo to support “no impacts”
- No new hydrology, Consultant shall use FEMA flows
- Assume FEMA model is obtainable

PHASE 6 – CONSTRUCTION DOCUMENTATION

Based on the concept presented at the second public engagement, the Consultant will develop working drawings and technical sections of specifications necessary to construct the work based on the approved design development drawings. Revisions to designs are not accounted for in this phase of the scope. Preparation and design of the construction plans shall be in accordance with the City of Killeen submittal guidelines. Anticipated construction plan deliverables based on the scope will be 30%, 60%, 90% & 100% documents. Comments from each submittal shall be addressed on the next submittal.

Working drawings may include but not be limited to the following information:

Construction notes, utilities, grading/drainage, dimension control/layout, erosion/sedimentation/tree protection, landscaping, irrigation, site details, and site electrical. Consultant shall complement drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Consultant shall coordinate utility needs with the City of Killeen and utility service provider(s).

The deliverables for this phase shall include the following:

a) 30% Design Documents:

The Consultant will prepare 30% design development plan for the proposed park improvements. All designs will be following the City of Killeen Regulations and Specifications. The 30% plans shall include:

1. Cover Sheet
2. Site Plan indicating the park elements and arrangements
3. Preliminary elevations and materials
4. 30% OPCC

Based on the approved 30% Design Documents, The Consultant will then prepare the 60% design documents for the proposed development.

b) 60% Design Documents

The Consultant will prepare 60% design development plan for the proposed park improvements. All designs will be following the City of Killeen Regulations and Specifications. The 60% plans shall include:

1. Cover Sheet
2. General Notes
3. Revised Site Plan with all proposed site elements (per city comments)
4. Demolition Plan
5. Preliminary Grading and Drainage Plan
6. Utility Plans
7. All site details showing elevation and draft sections
8. Erosion Control Plans (one plan, no notes, or details)
9. 60% OPCC

Changes to the site plan or added program elements by the Client after the approval of the 60% construction documents may be considered a change in the Scope of Work. These changes will be performed as an addendum to the contract. Based on the approved 60% Construction Documents, the Consultant will then prepare the 90% construction documents for the proposed development

c) 90% Construction Documents

Based on the approved preliminary 60% construction plans; and considering governmental requirements and Client and design team review comments, the Consultant will proceed with the 90% construction document phase. The Consultant will prepare construction documents for the proposed park improvements. The construction documents will consist of all construction documents, draft technical specifications, and 90% OPCC for final comments.

d) Final Construction Documents, Technical Special Provisions and Estimate of Cost:

Based on the approved preliminary 90% construction documents and considering governmental requirements/review comments and Client and design review comments, The Consultant will proceed with the final Construction Documents phase, the preparation of the OPCC. Final Construction Documents will be signed, and sealed documents issued for regulatory permitting and review.

Assumptions

- Items that require footing or structural design shall be the responsibility of the manufacturer or general contractor to provide. No structural engineering is included within this scope of service.

PHASE 7: REGULATORY REVIEW AND PERMITTING

Consultant shall submit each sealed set separately upon completion to achieve the desired timeframe by the Client. The following regulatory agencies will review each set of plans.

All required permitting, review and/or inspection fees are the responsibility of the Client or to be billed as a reimbursable expense.

- 7.1 Texas Department of Licensing and Regulations: Texas Accessibility Standards (TAS) Compliance
Consultant shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.
- 7.2 City of Killeen Site Development Permit
Consultant shall follow all required development permit processes within the City of Killeen Development Services. Consultant shall schedule and attend a pre-development meeting and provide all documents necessary to secure approvals and permitting.

*It is assumed all required fees for review and processing will be waived. However, any fees that may be associated with permitting and/or inspections will be the responsibility of the City of Killeen.

PHASE 8: BIDDING PHASE SERVICES

Consultant shall assist Client during the bidding process. This phase will include the following services:

- Prepare bid form and technical specifications. All front-end documents including general conditions and sample contracts will be filled out and provided by the city. Consultant will provide all technical specifications and combining the document for bidding.
- The city shall be responsible for posting the bid advertisement and filtering all necessary bid questions the consultant.
- The Consultant shall attend one (1) virtual pre-bid conference. Client is responsible for advertising and scheduling pre-bid conference.
- Address contractor RFI's, prepare and issue addenda. (1 addenda are accounted for in this scope)

*Any fees that may be associated with bidding and advertisement will be the responsibility of the City of Killeen.

PHASE 9: LIMITED CONSTRUCTION OBSERVATION

Consultant shall assist City during the construction process. Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. City will provide and pay for construction inspection and materials testing services. This phase will include the following services:

- Conduct and oversee a pre-construction meeting. (1 in person meeting)
- Limited Construction observation – processing and responding to Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups. (mockups to be reviewed during regular progress meetings)
- Conduct and oversee progress meetings (bi-monthly meetings). Estimate construction time 12 months. 24 total site visits have been accounted for in this proposal.
- Review and approve contractor's monthly Application and Certification for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; issue punch list and letter of substantial completion for incomplete items including time for completion. (1 meetings)
- Coordinate and attend final site observation, including TAS inspections. (1 meeting combined with the punch walk)
- Conduct final site observation for acceptance of project and issue letter of concurrence. (1 meeting)
- Assist in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.

- Review and approve contractor's final Application(s) for Payment including retainage.
- Compile record drawings and specifications based on as-built plans provided by the contractor.

*Field changes, change directives, change orders or any other changes during construction of the Project initiated by the Client, without prior written consent of the Consultant, shall indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

DISCLAIMERS

Development Budgets

A proposed development budget including design fees for all park program items indicated was established at **\$1.862 million dollars**, but Consultant does not guarantee that proposals, bids, or actual project cost will not vary from its opinions of probable construction costs (OPCC).

Meetings

This proposal includes professional service time for meetings for coordination and facilitation necessary for the performance of the work herein and has been identified within the process of services. It is the intent of the Consultant to work cooperatively with the Client however, should the number of meetings exceed the identified and allotted number the Consultant reserves the right to limit further meetings and/or request Supplemental Services for additional meetings.

Opinion of Probable Construction Costs (OPCC)

OPCC's provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the County's budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs. Throughout the design process the Consultant will assist the Client in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

ADDITIONAL SERVICES

The following services are not included within the scope of basic services. Should Consultant be required to provide services outside or in addition to those outlined above in the scope of services, such services shall be performed for an additional fee. Additional Services shall only be provided if previously authorized by the Client.

Additional Services may include, but not be limited to, the following:

- Any meetings of coordination efforts not previously defined under the scope of work.
- No CPTED narratives for any other submittals than the 100%
- Architectural services
- EPA Permitting
- US Fish and Wildlife Permitting
- Roadway modifications.
- Tree Mitigation
- Bridges
- Sports field lighting

- Solar system design
- Playground lighting
- Any permitting with agencies not listed in the basic scope of services.
- Site visits by any professional other than the Landscape Architect
- Additional site visits during construction outside of regular progress meetings.
- Traffic Impact Analysis
- Structural engineering
- No sewer or storm lines
- Site structures including retaining walls, civil structures, junction boxes
- Construction details for pavilion structures.
- Preparation of additional Phased bid package(s).
- Construction Staking.
- Construction Materials Testing.
- Hazardous Site Assessments.
- Environmental services beyond those described in scope of services.
- Land Acquisition services.
- Easement acquisition or vacation including preparation of easement documents unless defined within scope of services.
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s) and exhibits.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Preparation and processing of Waivers, Variances or Exceptions.
- Services required after final acceptance of construction work.
- Permitting through Army Corp of Engineers (USACE).
- Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
- Public or other presentations beyond those described in scope of services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Gas, Telephone/Communication design.
- Design of private utility extension(s) to the project site.
- Providing services other than those outlined in scope of services.

FEE SCHEDULE & REIMBURSABLE EXPENSES



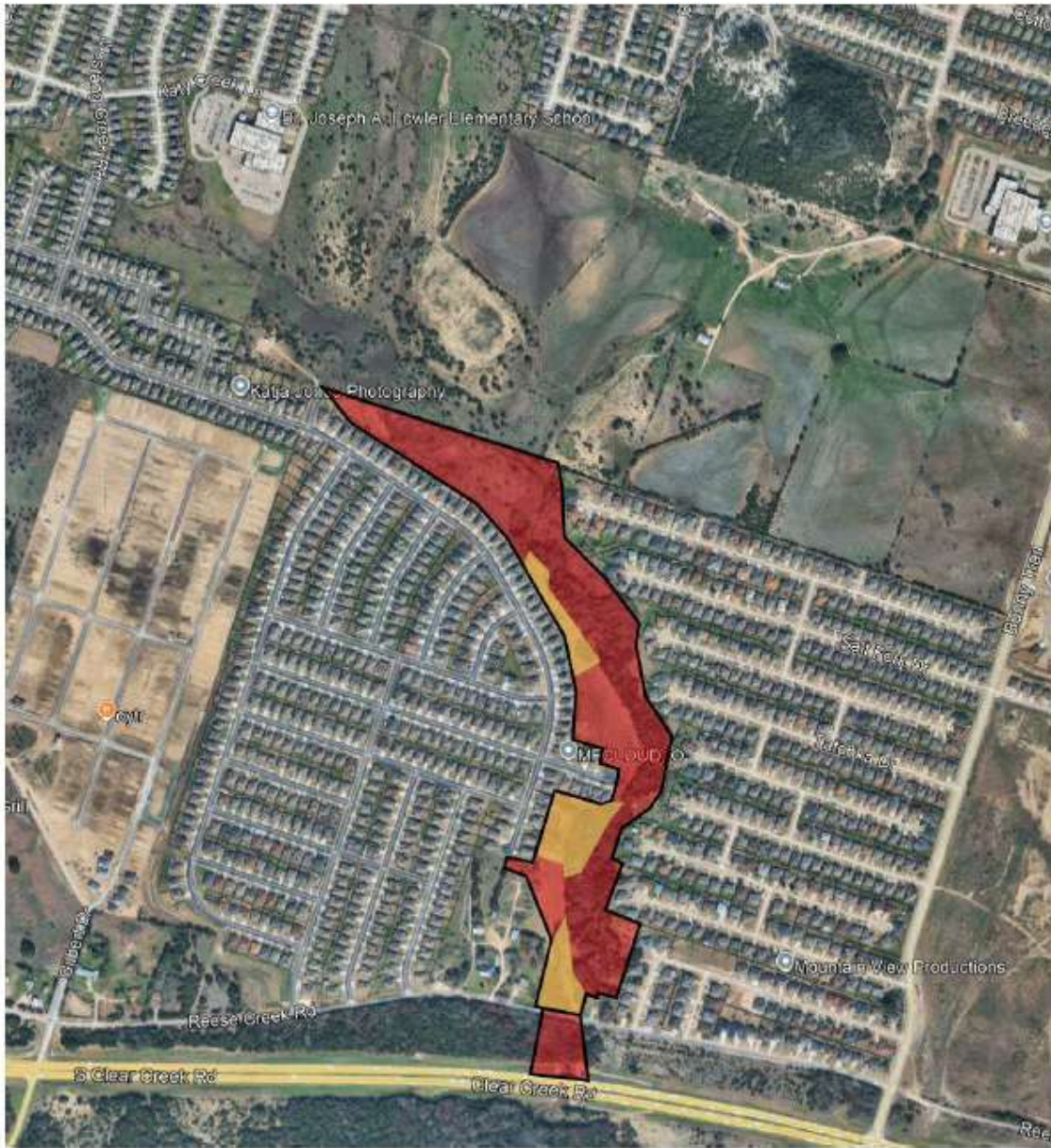
For the basic services stated previously, the lump sum fee per phase shall be as follows. Billing will occur on a monthly cycle, based on a percentage of work performed per phase and completed during the previous time period.

Reimbursable Expense will be performed on a maximum not to exceed manner.

FEES

Phase 1 – Geotechnical Survey	\$28,800
Phase 2 - Project Design Survey	\$46,540
Phase 3 – Environmental Design & Cultural Resource Survey	\$24,800
Phase 4 – Conceptual Design	\$29,040
Phase 5 – Drainage Study	\$12,530
Phase 6 – Construction Documentation	\$142,072
Phase 7 – Regulatory Review and Permitting	\$9,060
Phase 8 – Bidding Phase Services	\$10,810
Phase 9 – Construction Administration	\$61,740
TOTAL BASIC SERVICES	\$365,392
Reimbursable Expenses	\$6,000
TOTAL INCLUDING REIMBURSABLES	\$371,392

EXHIBIT "B"
Project Site





Proposal No. PAA26-015-00
January 16, 2026

Raba Kistner, Inc.
1909 W Braker Lane
Building E, Suite 100
Austin, TX 78758
www.rkci.com

P 512.339.1745
F 512.339.6174
F-3257

Mr. Brandon Hay, PLA
Landscape Architecture + Urban Design Studio Lead
AtkinsRéalis
11801 Domain Blvd #500
Austin, Texas 78758

**RE: Proposal for Geotechnical Engineering Study
Goodnight Ranch Park
Reese Creek Road
Killeen, Texas**

Dear Mr. Hay:

RABA KISTNER, Inc. (RK) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop foundation and pavement design recommendations and construction guidelines for support of the new park features and amenities in Killeen, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study is a new park, located on Reese Creek Road, approximately 1/4 mile west of the intersection of Bunny Trail and Reese Creek Road in Killeen, Texas. The park will extend north from Reese Creek Road between the portions of the residential development. A review of Google Earth aerial imagery indicates the site is mostly open and grass-covered with some moderate to dense brush and tree cover. There are no existing site structures.

We understand the scope of the project consists of the design and construction of park features and amenities. These include paved parking and entry road, parking lot and trails lighting, monument sign, pavilions, trails, a pedestrian bridge, and a playground with shade structure. The proposed structures are expected to create relatively light to moderate structural loads to be carried by the foundation systems. At the time this proposal was prepared, a finalized layout and maximum structural loads are not yet available.

Parking and drive areas associated with the development of the park are expected to be comprised of either flexible (asphalt) and/or rigid (concrete) pavements.

Proposal No. PAA26-015-00
January 16, 2026

Field Study

Based on the feature and amenity description provided by AtkinsRéalis, RK will conduct the following drilling scheme in order to assess subsurface conditions at the subject site. The boring quantities presented below are conservatively estimated based on the preliminary scope description and are subject to change once the project layout become available. However, the boring depths are not likely to change unless loads are significantly different from similar standard structures.

Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Pavements, Parking Lot Lighting	5	15	75
Monument Sign	1	15	15
Pavilions	4	25	100
Trails, Trail Lighting	5	15	75
Pedestrian Bridge	3	40	120
Playground, Shade Structure	4	25	100
Total Drilling Footage			485

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.

Depending on the layout of boring locations some brush and tree clearing may be required to access the boring locations with conventional truck-mounted drill rigs.

The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken using conventional (Shelby-tube, split-spoon, and NX rock core) sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities. For conditions where borings are advanced through concrete and/or asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Water level readings will be recorded for the open boreholes during drilling and upon drilling completion. If free water is encountered during drilling, the RK geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

RABAKISTNER

Proposal No. PAA26-015-00
January 16, 2026

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards. A California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to estimate the strength of the subgrade soils.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - methods for reducing differential movement;
 - settlement estimations, where applicable;
 - type of shallow foundation available to support the structure(s);
 - type of deep foundation available to support the structure(s);
 - available bearing pressure(s) for shallow and deep foundations;
 - allowable side shear resistance for drilled piers;
 - allowable uplift resistance for drilled piers;
 - lateral LPile design parameters; and
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill material specifications;
 - shallow and deep foundation excavations;
 - excavation considerations; and
 - fill placement compaction.
- Flexible and rigid pavement component thickness recommendations for light duty and medium/heavy duty parking and driveways.

RABAKISTNER

Proposal No. PAA26-015-00
January 16, 2026

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Site grading plans can result in changes in the subgrade conditions and alter foundation design recommendations. Final site grading plans will be helpful information in the preparation of our foundation engineering recommendations.

The final report will be produced in a digital PDF and delivered via email.

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site (if any). The field exploration and laboratory testing phase of the study is expected to take approximately 8 to 10 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two to three weeks to complete, for an approximate project deliverable of approximately 5 to 6 weeks from authorization.

Project Cost

The total lump sum cost for the study scope outlined herein is \$28,800. This fee is based on the preliminary scope description as discussed above and is subject to change as scope details are finalized.

As previously mentioned, the subject area is undeveloped and there are trees and shrub brush that occupy the right-of-way of the roadway extension, which may require tree and/or brush clearing. Cost estimates for brush clearing can range from \$2,800 to \$3,200. Prior to proceeding with this additional scope of services, RK will contact the client and provide an estimate for this additional scope if required.

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If available, we request that the Client provide RK with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field exploration services. Also, it is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RK will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RK will take all precautions to prevent damage to property; however, RK cannot be responsible for tire rutting, or damage of landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

RABAKISTNER

Proposal No. PAA26-015-00
January 16, 2026

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RK considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Loren I. Clifford, E.I.T.
Graduate Engineer



Orlando Boscan, P.E.
Geotech Department
Manager

LIC/OB: mg
Attachments I & II
Copies Submitted: Above (1)

Accepted
By:

Signature

Typed or Printed Name

Title

Date

RABA KISTNER

GOODNIGHT RANCH COMMUNITY PARK - PROJECT SCHEDULE



estimate 12 months constructio - completion June 2028

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 ^{CN} _____

OWNER's Responsibilities

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 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 ^{CN} _____

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 Services Having A Determined Scope*

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

1. Progress payments in the amount of \$371,392 based on the following assumed distribution of compensation:

a. Geotechnical Survey	<u>\$28,800</u>
b. Project Design Survey	<u>\$46,540</u>
c. Environmental Design & Cultural Resource Survey	<u>\$24,800</u>
d. Conceptual Design	<u>\$29,040</u>
e. Drainage Study	<u>\$12,530</u>
f. Construction Documents	<u>\$142,072</u>
g. Regulatory Review and Permitting	<u>\$9,060</u>
h. Bidding Phase Services	<u>\$10,810</u>
i. Construction Administration	<u>\$61,740</u>
j. Reimbursable Expenses	<u>\$6,000</u>

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 ^{CN} _____

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

[Not applicable/Not used.]

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 ^{CN} _____

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 ^{CN} _____

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 three hundred forty-one thousand five hundred forty-seven Dollars (\$ 1,341,547.00) 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 9 pages, referred to in and part of the **Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ARCHITECT/ENGINEER ^{CN} _____

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)
11/13/2024

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 MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-005066149-37 **REVISION NUMBER:** 7

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.

INSUR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000090872241	11/15/2024	10/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AIG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000679654241	11/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000003953	11/15/2024	10/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Suite 700 Tampa, FL 33607	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 of Marsh USA LLC <i>Carolyn Stancell</i>
---------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – SCHEDULED PERSON OR
ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number: 1000679654241

Effective Date: 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Additional Insured(s): Where required by written Contract

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED
AMENDATORY ENDORSEMENT**

Policy Number: 1000679654241

Effective Date: 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
AMENDATORY ENDORSEMENT**

Policy Number: 1000679654241

Effective Date: 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

- A.** It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- B.** It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.**

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: _____

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 ^{CN} _____

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 ^{CN} _____

DBE Goal

DBE Goal 0%



EVALUATION TABULATION
RFQ No. 26-09
Design Services for Goodnight Ranch Community Park
RESPONSE DEADLINE: September 17, 2025 at 2:00 pm
Report Generated: Wednesday, October 1, 2025

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Company Profile & Qualifications	Points Based	20 (20% of Total)

Description:

Evaluation Focus:

- Years in business and relevant industry expertise
- Company size and structure
- Valid professional licenses and certifications
- Compliance with local and state regulations
- Subconsultant qualifications and compliance

Criteria	Scoring Method	Weight (Points)
Project Team & Experience	Points Based	25 (25% of Total)

Description:

Evaluation Focus:

EVALUATION TABULATION

RFQ No. 26-09

Design Services for Goodnight Ranch Community Park

- Qualifications and credentials of key personnel
- Relevant experience on similar park, trail, and floodplain adjacent projects
- Resumes demonstrating expertise and licenses
- Clear project roles and team organization
- Quality and relevance of past project examples with references

Criteria	Scoring Method	Weight (Points)
Technical Approach & Methodology	Points Based	30 (30% of Total)

Description:

Evaluation Focus:

- Clarity and logic of the proposed design & CA process
- Strategies for community and stakeholder engagement, if needed
- Coordination strategy with City staff
- Quality assurance and quality control (QA/QC) methods
- Accessibility (ADA/TAS)

Criteria	Scoring Method	Weight (Points)
Schedule, Deliverables & Work Plan	Points Based	25 (25% of Total)

Description:

Evaluation Focus:

EVALUATION TABULATION

Request For Qualification - Design Services for Goodnight Ranch Community Park

EVALUATION TABULATION

RFQ No. 26-09

Design Services for Goodnight Ranch Community Park

- Realistic and detailed project timeline
- Clear approach to preparing and updating OPCC
- Flexibility for staff reviews and revisions
- Phasing plan for future park development, as needed
- Completeness and clarity of deliverables suitable for public bid
- Approach to cost efficiency and maintaining constructability

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)	Total Average Rank
Half Associates, Inc.	96 (3)	96 (2)	94 (2)	92 (4.5)	94.5	2.88
AtkinsRéalis USA, Inc.	96 (3)	97 (1)	88 (7)	95 (2)	94	3.25
Parkhill, Smith & Cooper, Inc. dba Parkhill	95 (5.5)	93 (4)	90 (5.5)	92 (4.5)	92.5	4.88
Rialto Studio, Inc.	96 (3)	84 (10)	95 (1)	95 (2)	92.5	4
Asakura Robinson Company LLC	100 (1)	86 (9)	86 (9.5)	95 (2)	91.75	5.38
Burditt Consultants, LLC	90 (9)	92 (5.5)	93 (3)	90 (7)	91.25	6.13
Studio 16:19, LLC	95 (5.5)	92 (5.5)	86 (9.5)	90 (7)	90.75	6.88
MHS Planning & Design LLC	92 (7.5)	89 (7)	87 (8)	90 (7)	89.5	7.38
Studio Outside	92 (7.5)	88 (8)	90 (5.5)	85 (9)	88.75	7.5

EVALUATION TABULATION

RFQ No. 26-09

Design Services for Goodnight Ranch Community Park

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)	Total Average Rank
RVi Planning + Landscape Architecture	87 (10)	95 (3)	92 (4)	80 (10.5)	88.5	6.88
Covey Planning + Landscape Architecture	74 (11)	70 (11)	73 (11)	80 (10.5)	74.25	10.88

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Company Profile & Qualifications Points Based 20 Points (20%)	Project Team & Experience Points Based 25 Points (25%)	Technical Approach & Methodology Points Based 30 Points (30%)	Schedule, Deliverables & Work Plan Points Based 25 Points (25%)	Total Score (Max Score 100)
Half Associates, Inc.	20	23.3	28	23.3	94.5
AtkinsRéalis USA, Inc.	19.5	23	27.3	24.3	94
Parkhill, Smith & Cooper, Inc. dba Parkhill	20	21.5	27.5	23.5	92.5
Rialto Studio, Inc.	18.8	22.8	28.8	22.3	92.5
Asakura Robinson Company LLC	19	24.5	27	21.3	91.75
Burditt Consultants, LLC	19.8	22.3	26.5	22.8	91.25
Studio 16:19, LLC	19	21.3	28	22.5	90.75
MHS Planning & Design LLC	18.3	19.8	28.3	23.3	89.5
Studio Outside	17.3	22.3	26.3	23	88.75
RVi Planning + Landscape Architecture	20	22.5	24	22	88.5

EVALUATION TABULATION

RFQ No. 26-09

Design Services for Goodnight Ranch Community Park

Vendor	Company Profile & Qualifications Points Based 20 Points (20%)	Project Team & Experience Points Based 25 Points (25%)	Technical Approach & Methodology Points Based 30 Points (30%)	Schedule, Deliverables & Work Plan Points Based 25 Points (25%)	Total Score (Max Score 100)
Covey Planning + Landscape Architecture	17.8	20.5	20.5	15.5	74.25



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

Carlos Nazario

Printed Name

3/16/2026

Date

AtkinsRealis USA Inc.

Company Name

VP, Sr. Operations Director

Title

A stylized graphic in the background consists of a grey five-pointed star at the top right, with a curved line extending from its base towards the left. Below the star, there are two grey trapezoidal shapes, one on the left and one on the right, partially overlapping the curved line.

DESIGN SERVICES FOR GOODNIGHT RANCH COMMUNITY PARK

RS-26-051

April 7, 2026

Background

2

- April 15, 2025, the City Council allocated \$1,862,000 for Design Services & Construction of Goodnight Ranch Community Park.

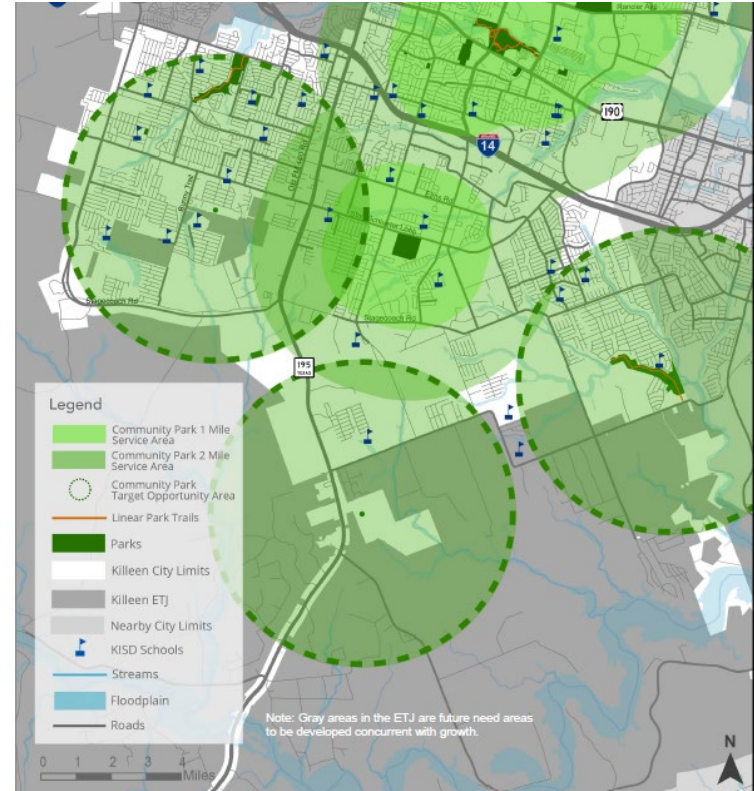
Goodnight Ranch Community Park



Background

3

- The Killeen Parks & Open Space Master Plan includes Recommendation PS3, to identify a property to develop a new community park in an area of need in the western side of the City that is underserved by community-scaled parks.



Procurement Process

4

- ❑ Advertised Sunday the 31st of August & 7th of September Killeen Daily Herald & OpenGov Portal (RFQ-26-09)
- ❑ Deadline for Submissions: September 17, 2025, at 2:00 PM
- ❑ Thorough review of (11) Submissions & Evaluations were completed by staff from Engineering, Parks & Recreation, & City Manager's Office

Procurement Process (Continued)

5

- The submissions were scored based on:
 - Company Profile & Qualifications
 - Project Team & Experience
 - Technical Approach & Methodology
 - Schedule, Deliverables & Work Plan
- After careful consideration AtkinsRéalis was selected to move forward with the process.

Discussion

6

- The consultant's services will include:
 - Community engagement
 - Geotechnical services & survey
 - Drainage study
 - Design of trail, parking lot, multipurpose field and playground
 - Preparation of bid documents
 - Construction administration
- The total cost of design services is \$371,392
- \$1.86M in CO Bond funding was allocated for the estimated total project costs

Estimated Timeline

7

- The process is expected to take approximately 26 months (Estimated Completion June 2028).
 - April- May 26, Site Assessment Phase
 - May- July 2026, Concept Design Phase
 - August-January 2027, Construction Documentation Phase
 - February-March 2027, Permitting Phase
 - February-May 2027, Bidding Phase
 - May 2027-June 2028, Construction Phase

Recommendation

8

- Staff recommends that the Council approve the agreement with AtkinsRéalis for the design of Goodnight Ranch Community Park.



City of Killeen

Staff Report

File Number: RS-26-052

Consider a memorandum/resolution approving a firework display permit application for a firework display at the Killeen Municipal Court on April 25, 2026.

DATE: April 7, 2026

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Executive Director of Development Services

SUBJECT: Fireworks Display Permit Application

BACKGROUND AND FINDINGS:

Section 11-6 of the Killeen Code of Ordinances provides that the City Council may permit the use of fireworks for public display. The ordinance requires an applicant to provide the following information: name of person/group sponsoring the display; evidence of financial responsibility naming the City as an additional insured; date and time of the display; confirmation of a permit from the State of Texas; the approximate number and kinds of fireworks to be discharged; the manner and place of storage; and a detailed diagram of the area of this display.

On March 6, 2026, the City of Killeen received a permit application via Development Services Department from Magic Display Pyrotechnics FX for public fireworks display on April 25, 2026, at 8:30 p.m. The proposed location for firework setup is the city owned parking lots on North Gray Street and Santa Fe Plaza Dr. The public fireworks display will be held in conjunction with a downtown event hosted by the City of Killeen for the Celebrate Killeen Festival.

The applicant indicated the number and size of fireworks to be discharged and that they will be stored at the operator's location in Copperas Cove until the day of the display, at which time they will be stored in a trailer at the site during setup. A diagram was also provided. Number & size of shells to be discharged: concert pyrotechnics, 1.4G professional class low explosives 0.5" through 2" mines, meteors, comets, slices, and cakes. 600 shots!

The Killeen Fire Marshal and other staff have reviewed the application for compliance with fire codes.

THE ALTERNATIVES CONSIDERED:

1. Deny the fireworks display permit application.
2. Approve the fireworks display permit application with specific stipulations.
3. Approve the fireworks display permit application as submitted.

Which alternative is recommended? Why?

Staff recommends approving the permit application as the proposed fireworks display will be a part of the scheduled downtown event for the Celebrate Killeen Festival.

CONFORMITY TO CITY POLICY:

This action confirms to city ordinances and policies.

FINANCIAL IMPACT:

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

There is no expenditure associated with the approval or denial of a public display of fireworks permit application.

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that the City Council approve the permit application for a firework display on April 25, 2026.

DEPARTMENTAL CLEARANCES:

Fire Department
Police Department
Legal

ATTACHED SUPPORTING DOCUMENTS:

Application
Presentation

CITY OF KILLEEN
APPLICATION FOR FIREWORKS PUBLIC DISPLAY PERMIT



Name of Applicant: _____

Address: _____

Telephone: _____ Secondary #: _____

Applicant doing business as: () Individual, () Partnership, () Corporation

DATE OF DISPLAY: _____, Time: _____ to _____

Location of Display (attach site plan): _____

Pyrotechnic operator licensed in Texas who will supervise the display:

Name: _____, License #: _____

Size and Number of Fireworks to be discharged: _____

Manner and place of storage of fireworks prior to and during the display: _____

Manufacturer of distributor licensed in Texas who is to supply the fireworks:

Name: _____, License #: _____

Texas public Display permit number: _____

In applying for a fireworks public display permit, I certify that I am familiar with and will comply with Section 11-6 of the Killeen Code of Ordinances, Article 5.43-4 of the Texas Insurance Code, Chapter 591, of Title 27 of the Texas Administrative Code and NFPA 1123. I hereby authorize the Fire Marshall to enter, examine, and inspect any premises, building, room or establishment used in connection with the permit for which I am applying to determine compliance with the above provisions.

I understand that I must complete this application and return it to the City Manager's Office at least twenty-one (21) days in advance along with a diagram of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, and the location of other possible overhead obstructions.

Joseph Strunz
Applicant's Signature

Date

Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2026

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 PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C. No. Ext): 415-475-4300		FAX (A/C. No.): 415-475-4303																				
	E-MAIL ADDRESS: <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Certain Underwriters at Lloyd's, London</td> <td>AA-1128623</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Certain Underwriters at Lloyd's, London	AA-1128623	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							
INSURED Magic Display LLC 593 County Road 4808 Copperas Cove TX 76522																							

COVERAGES

CERTIFICATE NUMBER: BL-006664

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PY/26-0006	02/08/2026	02/08/2027	EACH OCCURRENCE \$ \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium. Surplus Lines Agent's Name: Specialty Program Group LLC Surplus Lines Agent's Address: 300 Connell Drive Suite 3000, Berkeley Heights, NJ 07922 Surplus Lines Agent's License #: 2081761			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City Hall 101 N College St Killeen, Texas 76541 are Additional Insured as respects the Class C (1.4g) fireworks display(s) on 04/25/2026 to 04/26/2026 (RD: 04/26/2026) located at 1 Santa Fe Plaza Dr, Killeen, TX 76541. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**

City Hall 101 N College St Killeen TX 76541	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 
-------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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POLICY NUMBER: PY/26-0006

PYROTECHNIC LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) as shown in the schedule below is an additional insured pursuant to Section III.

Primary and Non-Contributory

The insurance provided to the Additional Insured scheduled below shall be primary and not contributory with any other insurance maintained by the Additional Insured where this is required by way of a written contract with **Named Insured**.

Waiver of subrogation

The **Named Insured** waives any right of subrogation the **Named Insured** may have against any person or organization, where required by the Insured's written contract with the Additional, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured**'s operations in accordance with the written contract.

Additional Insured:

City Hall
101 N College St
Killeen, Texas 76541

04/25/2026 to 04/26/2026 (RD: 04/26/2026)

c/o City Hall

101 N College St, Killeen, TX 76541



All other terms, exclusions and conditions of this Policy remain unchanged.




CERTIFICATION - LICENSE - INSURANCE


MDFX (Magic Display FX) LLC is federal and state trained, certified, licensed and insured in commercial industry of explosives and flame productions. MDFX has memberships with leading industries certified and qualified to perform indoor, outdoor, land, water, air, special effects and flame operations.



Texas State - Certification & License							
	Permit Type	Pyrotechnic Type			Operations		
		Fireworks 1.3G	Fireworks 1.4G, 1.4S	Flame Effects	Assembles Displays	Supervises Displays	Conducts Displays
	FPO - Pyrotechnics	✓	✓	✓	✓	✓	✓
	SEO - Special Effects	✓✓	✓✓	✓✓	✓✓	✓✓	✓✓
	FEO - Flame Effects	✓	✓	✓	✓	✓	✓

✓✓ Using pyrotechnics where performers and audiences are closer to pyrotechnic devices than permitted by NFPA 1123 Code of Fireworks Display.

Federal - Certification & License			
	Permit Type	U.S. DOJ BATFE Federal Explosives License (FEL)	U.S. DOJ BATFE Federal Security Clearance (FSC)
	Explosives	✓	✓

Industry - Professional Specialty Insurance				
 Lloyds	Displays	Pyrotechnics	Flames	Special Effects
	✓	✓	✓	✓



Public Displays – Production: Theme Parks, Concerts, Stadiums, Festivals & Special Events



FIREWORKS PYROTECHNIC OPERATOR'S LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Strunz, Joseph Andrew

License Number:
FPO-2006642
Effective Date: 06-03-2015
Expiration Date: 06-03-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.
To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)

Special Effects – Production: Stage Performance, Close Proximity Performers & Audiences
(Indoor/Outdoor Concerts, Theaters, Television Studios & Motion Pictures)



FIREWORKS FLAME EFFECTS OPERATOR'S LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Strunz, Joseph Andrew

License Number:
FEO-2661474
Effective Date: 04-26-2021
Expiration Date: 04-26-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.
To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)

Flame Effects – Production: Stage Performance, Close Proximity Performers & Audiences
(Indoor/Outdoor Concerts, Theaters, Television Studios & Motion Pictures)



FIREWORKS SPECIAL EFFECTS OPERATOR'S LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Strunz, Joseph Andrew

License Number:
SEO-2661479
Effective Date: 04-26-2021
Expiration Date: 04-26-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.
To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: MH/FLS
5400
File Number: **5TX01779**

06/07/2023

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

JOSEPH ANDREW STRUNZ

OWNER USER
(254)289-4791

593 CR 4808
COPPERAS COVE, TX 76522

and is **ONLY** valid under the following Federal explosives license/permit:

5-TX-281-54-6H-01779

STRUNZ, JOSEPH
593 COUNTY ROAD 4808
COPPERAS COVE, TX 76522-0000

Dear JOSEPH STRUNZ:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

JOSEPH ANDREW STRUNZ

Responsible Person Letter of Clearance for:

5TX01779-06072023-STRUNZ,JOSEPH-OWNER,USER



U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives		Federal Explosives License/Permit <i>(18 U.S.C. Chapter 40)</i>	
<p>In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.</p>			
Direct ATF	ATF - Chief, FELC	License/Permit Number	5-TX-281-54-6H-01779
Correspondence To	244 Needy Road Martinsburg, WV 25405-9431	Expiration Date	August 1, 2026
Chief, Federal Explosives Licensing Center (FELC)		Name	
<i>Mama Howard</i>		STRUNZ, JOSEPH	
Premises Address (Changes? Notify the FELC at least 10 days before the move.) 593 COUNTY ROAD 4808 COPPERAS COVE, TX 76522-0000			
Type of License or Permit			
54-USER OF EXPLOSIVES			
Purchasing Certification Statement		Mailing Address (Changes? Notify the FELC of any changes.)	
<p>The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."</p>		STRUNZ, JOSEPH 593 COUNTY ROAD 4808 COPPERAS COVE, TX 76522-	
 Licensee/Permittee Responsible Person Signature Joseph Strunz Printed Name		MDEX CEO Position/Title 19 July 2023 Date	
Previous Edition is Obsolete		ATF Form 5400.14/5400.15 Part I Revised September 2011	
Federal Explosives License (FEL) Customer Service Information			
Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431		Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	
ATF Homepage: www.atf.gov			
<p>Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)</p>			
<p>Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.</p>			
<i>(Continued on reverse side)</i>			
Cut Here ✂			
<p style="text-align: center;">Federal Explosives License/Permit (FEL) Information Card</p> <p>License/Permit Name: STRUNZ, JOSEPH</p> <p>Business Name: <i>Magic Display Pyrotechnics</i></p> <p>License/Permit Number: 5-TX-281-54-6H-01779</p> <p>License/Permit Type: 54-USER OF EXPLOSIVES</p> <p>Expiration: August 1, 2026</p> <p>Please Note: Not Valid for the Sale or Other Disposition of Explosives.</p>			



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
06/07/2023
telephone: (877)283-3352 fax: (304)616-4401

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: STRUNZ, JOSEPH

Federal Explosives license/permit no.: 5-TX-281-54-611-01779

NOTICE DATE: 06/07/2023

Expiration Date: August 1, 2026

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

Explosives License/Permit Type: 54-USER OF EXPLOSIVES

- 1 **WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 593 COUNTY ROAD 4808
COPPERAS COVE, TX 765220000

Mailing Address:
STRUNZ, JOSEPH
593 COUNTY ROAD 4808
COPPERAS COVE, TX 76522

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S): 0

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	1
0001 STRUNZ, JOSEPH ANDREW	Cleared
EMPLOYEE POSSESSORS:	0

continued

LAST NAME, First Name, Middle Name	Clearance Status
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DRAFT #2
ANNEX Z: Site Survey



Celebrate Killeen - Show Production
City of Killeen, Saturday, 25 April 2026
Site Survey Production Plan - 220 E Avenue D, Killeen, TX 76541

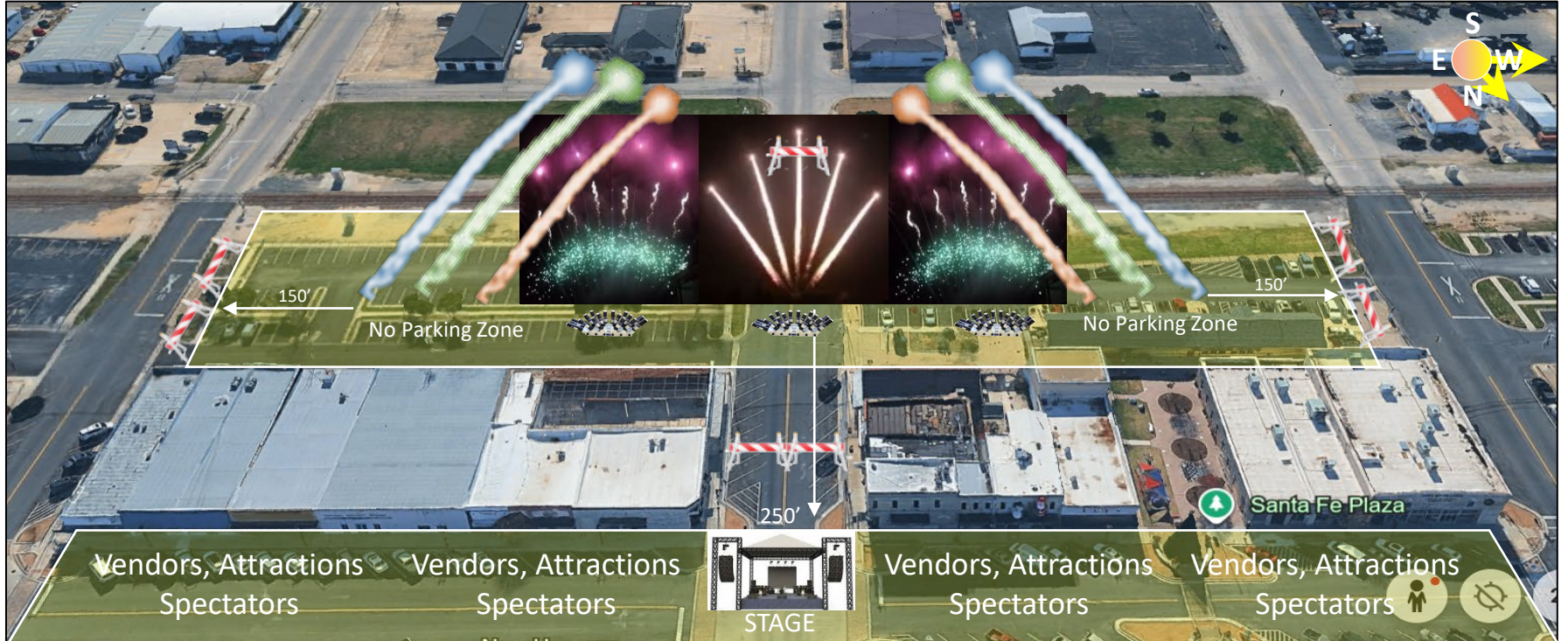
Update
6 March 2026

Show Time: 9:00 PM, Saturday, 25 April 2026

Sunrise: 6:52 AM

Sunset: 8:06 PM

Grid Coordinates: 31°07'10.5"N 97°43'43.7"W



1.4G Pyrotechnics

0.5" & 1.5" caliber
Meteors, Comets, Mines,
Fan Slices and Cakes.
(Altitude 200')

✓ **NFPA 1123 & 1126**

Minimum Ground Safety
Distance to Audience is 140',
Distance to Audience is 250'



Slice



Cake



Comets, Meteors, Mines



Show Time: 9:00 PM, Saturday, 25 April 2026

Sunrise: 6:52 AM

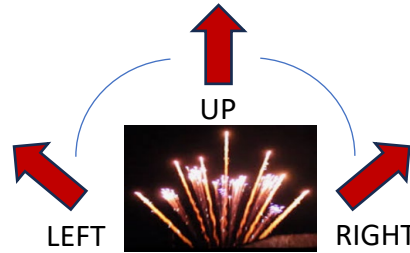
Sunset: 8:06 PM

Grid Coordinates: 31°07'10.5"N 97°43'43.7"W

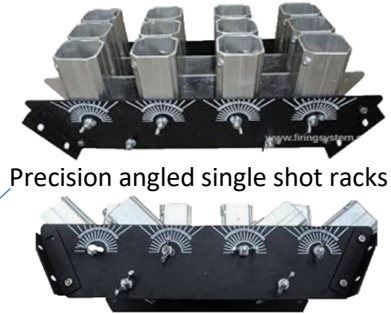
Example of Pyrotechnics Safe Construction Station

2 Levels of Safety

1. Preloaded tubes in individual rack tubes.
2. Boxed in Firewall



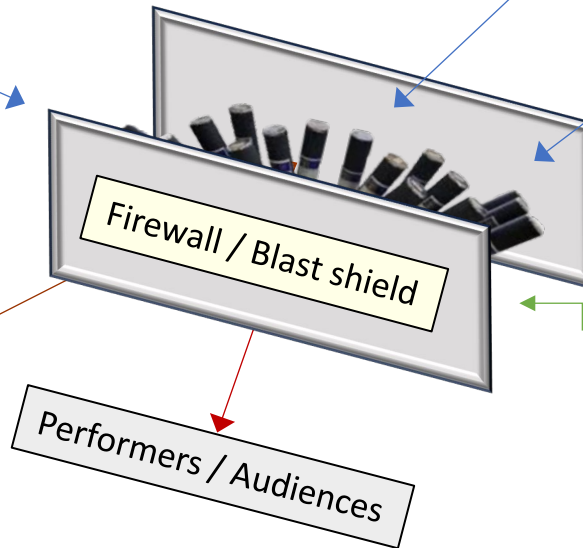
Direction of Flight - Angle Only Pyrotechnics



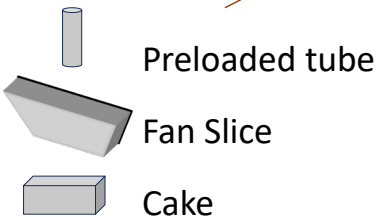
Precision angled single shot racks

Double Safety Construction
Preloaded tubes

Caged / Secured
Comets, Mines, Fan Slices, Cakes



Computer Receiver



NOTE: 1.4G Professional Low Explosive Pyrotechnics are mainly used for behind concert stages and stadiums for close audiences.




DRAFT
ANNEX Z: Site Survey



Celebrate Killeen - Show Production
City of Killeen, Saturday, 25 April 2026
Site Survey Production Plan - 220 E Avenue D, Killeen, TX 76541

Update
6 March 2026

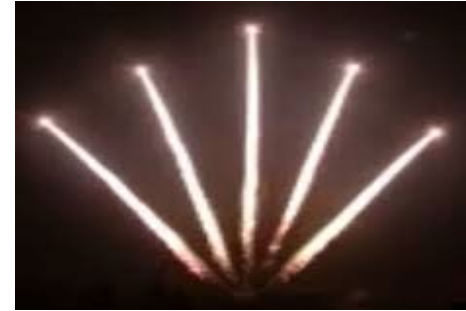
Show Time: 9:00 PM, Saturday, 25 April 2026

 **Sunrise: 6:52 AM**

 **Sunset: 8:06 PM**

Grid Coordinates: 31°07'10.5"N 97°43'43.7"W

Samples of Pyrotechnics – 1.4G Professional Low Explosives





SEVERE WEATHER OPERATIONAL PROCEDURES

(Severe weather includes blizzards, thunderstorms, high winds, large hail or tornados)

MDFX (Magic Display FX) will maintain operational control of all display sites during severe weather through the following procedures. These procedures are compatible with Magic Display BATFE (Bureau of Alcohol, Tobacco, Fire Arms and Explosives) and DHS (Department of Homeland Security) Hazardous Materials Security Plan and are designed to prevent unauthorized access to 1.3G and 1.4G explosives materials.

Severe Wind Conditions (Tornado Category F1+; Hurricane C1+)

Reference NFPA 2010 8.1.4.2; 8.1.7

- When there is emanate threat of severe wind conditions, operator will as practical, secure all firing equipment and remove all explosive material from the site for storage in an BATFE approved Type IV magazine.
- If energetic material has been loaded for firing, operator will:
 - If safely possible, remove all explosive material from the site for storage in an approved Type IV magazine
 - If time does not allow for safe removal, operator will coordinate with the AHJ to fire all product before the onset of severe winds to prevent explosive materials from being uncontrollable blown from the display site.

Rain Conditions

- Operator will ensure that loading continues in a safe manner (Reference NFPA 2010 8.1.7)
 - Product shall not be loaded into wet mortars
 - All product shall be weather wrapped as loaded
 - Proximate devices including one shot comets, gerbs, fountains, SPD's and other effects that by their design, are not able to be wrapped shall not be loaded.
 - Crew shall work in teams with one member loading devices while the other member covers and protects from rain.

Electrical Events

- When lightning is detected within 7 miles of the display site all loading shall halt until conditions improve
 - Operator shall disconnect the firing system from all electrical connections
 - All Modules shall be turned off and antenna receivers folded down
 - All electrical matches shall be stored in wooden case/ready box at least 50 feet from all explosive materials
 - Operator shall keep crew at least 50 feet from all loaded explosives and maintain NFPA spectator distances of at least 70 feet per inch until the material is:
 - Safely removed from the site for storage in an approved Type IV magazine
 - Fired in coordination with the AHJ
 - In the event of uncontrolled electrical ignition
 - Operator will maintain operational control of site
 - Increase the safety distances as warranted
 - Immediately notify MDFX Director of Operations for implementation of **Occurrence Mitigation Plan**

Extreme Temperature

- When temperatures exceed 110° F or are below 28° F loading of the show will be discontinued until conditions return to safe loading temperature range.

High Wind Speeds During Show (15+ MPH Sustained) Reference NFPA 2010 A.8.1.4.2

- In considering when wind speed is excessive for the reasonably safe performance of a fireworks display, operator will judge:
 - The potential for an increased risk of hazardous debris from the display falling into the spectator areas
 - The potential for an increased probability of fire that is made excessively difficult to control
- An increased fallout hazard occurs when the wind is traveling in a direction toward one or more spectator areas. Under these circumstances mitigation strategies that should be considered are as follows:
 - To move the spectators out of the path of the fallout
 - To redirect the fallout by moving the fireworks or re-angling the mortars
 - To increase the separation distance between the fireworks and the spectators
 - To modify the content of the display to eliminate the fireworks of greatest concern
 - To delay the display until the weather conditions have improved

- To implement a combination of these strategies
- Some possible mitigation strategies to be considered regarding fire risks are as follows:
 - To water down the areas and items of concern immediately before the display
 - To redirect the fallout by moving the fireworks or re-angling the mortars
 - To increase the separation distance between the fireworks and the areas containing the fire hazards
 - To modify the content of the display to eliminate the fireworks of greatest concern
 - To increase the amount of suppression equipment and personnel in the immediate area
 - To delay the display until weather conditions have improved
 - Show will be discontinued or cancelled if winds exceed 20 MPH sustained or during gusts above 25 MPH
 - NFPA safety distance will assume to be double at 20 MPH causing the operator to cut the permissible shell diameter in half until winds stabilize below 20 MPH

A stylized graphic of fireworks in shades of gray. It features a curved line representing a firework's path, ending in a five-pointed star. Two trapezoidal shapes are positioned behind the curve, suggesting the base or burst of the firework.

**FIREWORKS DISPLAY
APPLICATION –
CELEBRATE KILLEEN**

RS-26-052

April 7, 2026

Background

- The City of Killeen is hosting the Celebrate Killeen Festival on April 25, 2026.
- A small public fireworks display is planned for the event and will be timed with the final performance of the evening.
- Fireworks will be positioned in the parking lot on the southeast corner of Santa Fe Plaza Drive and North Gray Street.

Background

- Killeen Code of Ordinances Sec. 11-6 provides that the City Council may permit the use of fireworks for public display.
- The required application was submitted by Magic Display Pyrotechnics FX on March 6th.
- Licensing, insurance, site plan, storage, and types of fireworks have all been provided in accordance with Sec. 11-6(c).

Recommendation

- The Fire Marshal has reviewed the application with no significant findings.
- Therefore, staff recommends that the City Council approve the application submitted by Magic Display Pyrotechnics FX for a fireworks display in the Santa Fe Plaza Drive parking lot on April 25, 2026.



City of Killeen

Staff Report

File Number: OR-26-008

Consider an ordinance designating the City Manager as the pricing officer and authorizing the issuance and sale of the City of Killeen, Texas General Obligation Bonds in one or more series.

DATE: April 7, 2026

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Bond Refunding Opportunity

BACKGROUND AND FINDINGS:

Staff works with City's Financial Advisor, Dan Wegmiller of Specialized Public Finance, Inc. to identify bond refunding opportunities that will generate interest savings on outstanding debt. Market conditions are such that \$28,465,000 in outstanding bonds can be refunded, saving the City an estimated \$1,029,871, net present value, over the life of the bonds. The estimated savings are contingent on market conditions remaining favorable and will come from the issuing new bonds, with more favorable terms to pay off existing bonds, creating a cost savings. There will be no change to the term of the bonds.

Texas law provides two options for the issuance of refunding bonds. The City may either:

- 1) Adopt an ordinance with all the final pricing terms of the refunding bonds in the ordinance; or
- 2) Adopt an ordinance that delegates the ability to set the final pricing terms of the refunding bonds to any officer or employee of the City. The final pricing terms must fall within certain parameters set out in the approved delegation ordinance.

The City has utilized both options in the past. Option 1 is not recommended due to the short timeframe involved (City Council must approve within 1-2) days after bond pricing), and the lack of flexibility in entering the market in optimum conditions.

Option 2 provides the flexibility to choose the bond pricing date when market conditions are favorable. Staff and the City's Financial Advisor recommend option 2 to access the market when ready and not just around City Council dates.

The pricing Officer will set the final terms of the refunding bonds, as long as the terms fall within the parameters established by City Council in the delegation ordinance. With the approval of the delegation ordinance, City Council establishes the following parameters for the refunding bonds:

- 1) Maximum principal amount - up to \$29,250,000
- 2) Maximum maturity date - 08/01/2034
- 3) Minimum percentage of net present values savings that must be achieved - 2%
- 4) Maximum interest rate - 3.75%
- 5) The outstanding bonds that will be included - all outstanding bonds fall within the above parameters may be included. The estimated refunding of \$28,465,000 includes the series 2015 and 2016 G.O. Bonds.

The maximum principal amount is being set at \$29,250,000 instead of the \$28,465,000 to allow room for bonds that currently fall outside the parameters outlined above. If the market conditions improve such that the additional bonds fall within the above parameters, the City will be able to refund up to \$29,250,000 for even more savings of at least 2% net present value.

The Pricing Officer is prohibited from setting final terms outside the parameters established by City Council in the delegation ordinance. The delegation ordinance also sets the amount of time that the Pricing Officer has, to price the refunding bonds before the delegation of authority expires. The Pricing Officer's authority to execute a Pricing Certificate expires at 5:00 p.m. Central Standard Time on April 7, 2027. Bonds priced on or before the expiration date may be delivered to the purchasers after such date.

The pricing Officer will sign a certificate prepared by Bond Counsel that contains the final terms of the refunding bonds, which must be within the parameters established by City Council by the delegation ordinance. The Pricing Certificate and the delegation ordinance together are the City's official authorization of the refunding bonds. There is no further action required by City Council. Staff will report back to City Council the results of the bond refunding or provide updates on the status.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Texas Government Code, Chapter 1207 - Refunding Bonds, authorizes municipalities to refund bonds. City Charter, Article VI-Issuance and Sale of Bonds, authorizes the City to issue bonds. Financial Governance Policy, XV. Debt (J) Debt Refunding, authorizes the refunding of debt with a net present value savings of 2%.

FINANCIAL IMPACT:

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

The current estimate includes over \$28.4 million in bond proceeds being received from the issuance of the refunding bonds. The bond proceeds will cover the issuance costs, and the remaining

proceeds will be transferred to an escrow account to retire the old bonds when callable. The delegation ordinance is for \$29,250,000 which includes additional bonds that are outside the parameters established in the delegation ordinance. If market conditions improve such that the additional bonds fall within parameters, the city would be able to refund additional bonds for increased savings.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

A budget amendment is required.

If not, where will the money come from?

Funding, to retire the old bonds will be generated from the sale of the refunding bonds. A subsequent budget amendment will recognize the revenue from the issuance of the refunding bonds, which will be used to cover the issuance costs, and the remaining proceeds will be placed in escrow to pay the old bonds as they become callable.

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

Upon approval of a subsequent budget amendment.

RECOMMENDATION:

Staff recommends approval of an ordinance designating the City Manager as the pricing officer and authorizing the issuance and sale of the City of Killeen, Texas General Obligation Bonds, in one or more series.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. 26-_____

**ORDINANCE
AUTHORIZING THE ISSUANCE OF**

**CITY OF KILLEEN, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
IN ONE OR MORE SERIES**

Adopted on April 7, 2026

ORDINANCE NO. 26-____

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

WHEREAS, the City has duly issued and there is now outstanding several series of ad valorem tax obligations; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as hereinafter defined, in order to achieve a net present value debt service savings of not less than 2.00% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, the Mayor as the Pricing Officer, all in accordance with the provisions of Chapter 1207, including 1207.007, and Chapter 1371, including 1371.001(4)(A), of the Texas Government Code thereof; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an agreement with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the City deems it appropriate to call for redemption the Refunded Obligations determined by the Pricing Officer; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Original Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bond" means any of the Bonds.

"Bonds" means the City's bonds entitled "City of Killeen, Texas, General Obligation Refunding Bonds" authorized to be issued in one or more series by Section 3.01 of the Ordinance and the Pricing Certificate and including any of the Tax-Exempt Bonds and Taxable Bonds as designated by the Pricing Officer in the Pricing Certificate for a series of Bonds.

"City" means the City of Killeen, Texas, and where appropriate, the City Council.

"City Council" means the governing body of the City.

"Closing Date" means the date of the initial delivery of and payment for each series of Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office in Dallas, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Bonds credited to an account maintained on its behalf by DTC.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A.

"Escrow Agreement" means one or more agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations.

"Escrow Fund" means the fund referred to in Article VIII and in Section 8.03 of this Ordinance and established by each Escrow Agreement to hold cash and securities for the payment of principal of and interest on the Refunded Obligations.

"Event of Default" means any Event of Default as defined in Section 10.01.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Initial Bonds" means the Bonds authorized, issued, and initially delivered as provided in Section 6 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 8.01(a).

"Interest Payment Date" means a date on which interest on the Bonds is due and payable.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this ordinance adopted by the City Council on April 7, 2026.

"Original Issue Date" means the date designated in each Pricing Certificate.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means The Bank of New York Mellon Trust Company, N.A., any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Ordinance and the Pricing Certificate.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means a Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 3.02 hereof in connection with the issuance of each series of the Bonds.

"Pricing Officer" means the City Manager, or in his absence, the Mayor, acting as the designated Pricing Officer of the City to execute each Pricing Certificate.

"Record Date" means the date specified in each Pricing Certificate.

"Refundable Obligations" means all or a portion of the City's outstanding ad valorem tax or revenue obligations.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Register" means the Register specified in Section 3.06(a).

"Representation Letter" means the Blanket Issuer Letter of Representations with respect to the Bonds and other obligations of the City between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the new date established for payment of interest on the Bonds in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(b).

"Special Record Date" means the new record date established for payment of interest on the Bonds in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(b).

"Taxable Bonds" means any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"Tax-Exempt Bonds" means any of the Bonds designated by the Pricing officer as Tax-Exempt Bonds, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Bonds as the same become due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity, and remaining unclaimed for 90 days after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(c) Unless expressly provided otherwise, all references to article and section numbers herein shall be to the article and section numbers of this Ordinance.

ARTICLE II SECURITY FOR THE BONDS

Section 2.01. Tax Levy for Payment of the Bonds.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Bonds, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Bonds or interest thereon remain outstanding and unpaid, a tax within legal limitations on each \$100 valuation of taxable property in the City that is sufficient to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and applied to the payment of the debt service requirements on the Bonds, and the tax shall not be diverted to any other purpose.

Section 2.02. Perfection of Security Interest.

Chapter 1208, Texas Government Code applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge, therefore, is valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under Section 2.01 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The City's bonds, to be designated "City of Killeen, Texas, General Obligation Refunding Bonds," are hereby authorized to be issued in one or more series and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapters 1207 and 1371, Texas Government Code, as amended, in the aggregate principal amount not to exceed

\$29,250,000 for the purpose of (i) refunding the Refunded Obligations, and (ii) paying the costs of issuing the Bonds. The title of any Bonds may be revised by the Pricing Officer as reflected in the Pricing Certificate to reflect the appropriate series designation and the tax status of the Bonds as either Taxable Bonds or Tax-Exempt Bonds, as applicable.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 1, 2034, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. Each series of the Bonds shall be designated by the year in which they are awarded with a letter as necessary to designate each series as provided in the Pricing Certificate. The authority of the Pricing Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.D.T. on April 7, 2027. Bonds priced on or before April 7, 2027 may be delivered to the Purchasers after such date.

(b) As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which a series of the Bonds shall be known, the purposes of the Bonds, the price at which each series of the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether any series of Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for each series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds of a series shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, (iii) the refunding must produce a net present value debt service savings of at least 2.00% of the principal amount of the Refunded Obligations, net of any City contribution and (iv) each series of the Bonds shall be rated by a nationally recognized rating agency in of the four higher rating categories. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3.01, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in a Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that a series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3.02(b) above. Each Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in each Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the Pricing Officer and the Pricing Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Original Issue Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table

with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section and each Pricing Certificate.

(b) Interest on the Bonds shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Bonds shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Bond shall be paid to the person in whose name such Bond is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to Title 6, Texas Property Code, as amended, Unclaimed Payments remaining unclaimed for three years after the applicable payment or redemption date shall be paid by the Paying Agent/Registrar to the City, to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat, abandoned property, or similar law.

Section 3.04. Execution and Initial Registration.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution by an officer or duly authorized representative of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the Purchasers or their designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchasers or their designee as set forth in the Pricing Certificate. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchasers one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee for DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Bond is registered on the Record Date or

Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds shall be delivered by the Paying Agent/Registrar to the Owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall

constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Bonds, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Bonds as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Bond.

Section 3.07. Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Bonds.

(b) Each substitute Bond issued pursuant to the provisions of Sections 3.06 and 3.09 of this Ordinance, in conversion of and exchange for or replacement of any Bond or Bonds issued under this Ordinance, shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, manually sign and date such Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Authentication Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Title 9, of the Texas Government Code, as amended, and particularly Chapter 1201, Subchapter D thereof, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Bond, the converted and exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the

principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed and sealed, and (vi) shall be payable as to principal of and interest, all as provided, and in the manner required or indicated, in the Form of Bonds set forth in this Ordinance.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry-Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The execution and delivery of the Representation Letter is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

**ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY**

Section 4.01. Redemption of Bonds Prior to Maturity.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and each Pricing Certificate.

Section 4.02. Optional and Mandatory Redemption

(a) The City reserves the option to redeem Bonds as provided in each Pricing Certificate.

(b) The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed, the City shall determine the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar (or DTC or a successor securities depository, as applicable, if the Bonds are in Book-Entry-Only form) to call by lot Bonds, or portions thereof within such maturity and in such principal amounts, for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City sufficient to pay the principal of, premium, if any, and accrued interest on such Bonds.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof, premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If any Bond or portion thereof called for redemption is not so paid upon presentation and surrender of such Bond for redemption, such Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

Section 4.07. Conditional Notice of Redemption.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints The Bank of New York Mellon Trust Company, N.A., as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided and as provided in the Pricing Certificate. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar has agreed to maintain a copy of the Register at its offices, or the office of its agent, located in Dallas, Texas.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions, exchanges and replacements of such Bonds, as provided in this Ordinance.

(c) The execution and delivery of a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, is hereby approved with such changes as may be approved by the Pricing Officer and the Pricing Officer is hereby authorized to execute such agreement.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a single entity.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that no such termination shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and the Pricing Certificate and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

**ARTICLE VI
FORM OF THE BONDS**

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Bond of the Comptroller of Public Accounts of the State of Texas, the Bond of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof, except that the Initial Bond submitted to the Attorney General of Texas, the definitive Bonds delivered to DTC and any temporary Bonds may be typewritten or photocopied or otherwise produced.

Section 6.02. Form of Bonds.

The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and the Pricing Certificate.

(a) Form of Bonds (all blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate)

**UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF KILLEEN, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES _____***

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

REGISTERED .
NO. R-

PRINCIPAL AMOUNT
\$

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

Interest Rate	Maturity Date	Original Issue Date	CUSIP Number
%			

The City of Killeen (the "City") in Bell County, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

and to pay interest on the unpaid principal amount hereof from the later of the Original Issue Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____* and _____* of each year, commencing _____.

The principal of and interest on this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in _____*, Texas (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar executing the registration certificate appearing hereon, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

[FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BOND]

REGISTERED .
NO. PC-

MATURITY AMOUNT
\$

Interest Rate	Maturity Date	Original Issue Date	CUSIP Number
%			

The City of Killeen (the "City") in Bell County, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the Maturity Amount of

representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Original Issue Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

The Maturity Amount of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office for payment in _____*, Texas which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the registered owner hereof, as it appears on the registration books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the registered owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____* [constituting \$ _____ Current Interest Bonds and \$ _____ Premium Compound Interest Bonds]** issued pursuant to a certain order of the City Council of the City (the "Bond Ordinance") for the purposes of (i) refunding certain outstanding obligations of the City (the "Refunded Obligations"), (ii) for the purpose of paying the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City.

Redemption Provisions

The City has reserved the option to redeem the Bonds maturing on and after _____*, before their respective scheduled maturity in whole or from time to time in part in integral multiples of \$5,000 on _____*, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date. If less than all of the Bonds are to be redeemed, the City shall determine the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof within such maturity or maturities and in such amounts, for redemption.

[The Bonds maturing on _____ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date (the "Term Bonds").

Term Bonds Maturing _____ †	
Redemption Date	Principal Amount
	\$

† Final Maturity

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

** To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

Notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue. Conditional notice of redemption may also be given as provided in the Bond Ordinance.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

As provided in the Bond Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein

**Use of Term Bonds, if any, to be determined by the Pricing Officer.

provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

By becoming the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, this Bond has been duly executed on behalf of the City, under its official seal, in accordance with law.

City Secretary, City of Killeen, Texas

Mayor, City of Killeen, Texas

[CITY SEAL]

(b) Form of Paying Agent/Registrar's Authentication Certificate

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in exchange for a bond or bonds, or a portion of a bond or bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Bond and all rights hereunder unto _____
/ _____/

(Assignee's Social Security or Taxpayer Identification Number) (Please print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____ attorney to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

DATED: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

(d) Initial Bond Insertions.

(i) The initial Current Interest Bonds shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As Shown Below" and "CUSIP Number" deleted;

B. in the first paragraph the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on _____* in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE
---------------------	---------------------	------------------

(Information for the Current Interest Bonds from Pricing Certificate to be inserted)

C. In the second paragraph of the initial Current Interest Bond, "initial" shall be inserted before "Paying Agent/Registrar" in the first sentence, "executing the registration certificate appearing hereon," shall be deleted and an additional

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

sentence shall be added to the paragraph as follows: "The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A.";

D. the initial Current Interest Bond shall be numbered T-1.

(ii) The initial Compound Interest Bonds shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As Shown Below" and "CUSIP Number" deleted;

B. in the first paragraph the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on _____*" in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

YEAR OF MATURITY	MATURITY AMOUNT	INTEREST RATE
-----------------------------	----------------------------	--------------------------

(Information for the Compound Interest Bonds from Pricing Certificate to be inserted.)

C. In the second paragraph of the initial Current Interest Bond, "initial" shall be inserted before "Paying Agent/Registrar" in the first sentence, "executing the registration certificate appearing hereon," shall be deleted and an additional sentence shall be added to the paragraph as follows: "The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A.";

D. the initial Compound Interest Bond shall be numbered TPC-1.

(iii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the initial Current Interest Bond or initial Compound Interest Bond in lieu of the Certificate of Paying Agent/Registrar:

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS THE STATE OF TEXAS	' ' '	REGISTER NO. _____
--------------------------------------------------------------------------------	-------------	---------------------------

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Witness my signature and seal of office this _____.

Acting Comptroller of Public Accounts
of the State of Texas

[COMPTRROLLER'S SEAL]

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel for the City, may be printed on the back of each Bond or, in the case of the definitive Bonds delivered to DTC, attached to each definitive Bond, over the certification of the City Secretary, which may be executed in facsimile.

ARTICLE VII
APPROVAL OF OFFERING DOCUMENTS,
PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT;
CONTROL AND DELIVERY OF THE BONDS

Section 7.01. Approval of Offering Documents, Paying Agent/Registrar Agreement and Escrow Agreement.

The Pricing Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City in previous transactions. The Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the

Purchasers, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in each Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the initial bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Purchasers under and subject to the general supervision and direction of the Mayor of the City, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) the City of Killeen, Texas, General Obligation Refunding Bonds, Series 20__*, Interest and Sinking Fund (the "Interest and Sinking Fund"); and

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

(ii) the City of Killeen, Texas, General Obligation Refunding Bonds, Series 20__*, Escrow Fund (the "Escrow Fund"); and

(iii) the City of Killeen, Texas, General Obligation Refunding Bonds, Series 20__*, Project Fund (the "Project Fund").

(b) The Interest and Sinking Fund shall be maintained at a depository bank of the City and the Escrow Fund shall be maintained at The Bank of New York Mellon Trust Company, N.A. pursuant to the terms of the Escrow Agreement.

Section 8.02. Interest and Sinking Fund.

(a) Any taxes levied under Article II shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on each series of the Bonds.

(b) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on each series of the Bonds as such become due and payable.

Section 8.03. Escrow Fund.

(a) Money on deposit in the Escrow Fund, including investment earnings thereof, shall be used for the purpose of refunding the Refunded Obligations in accordance with the Escrow Agreement and the Pricing Certificate.

(b) Any amounts remaining in the Escrow Fund after the accomplishment of the purposes for which the Bonds are hereby issued, including investment earnings of the Escrow Fund, shall be deposited into the Interest and Sinking Fund.

(c) The Bank of New York Mellon Trust Company, N.A. is hereby designated as the Escrow Agent. The execution and delivery of the Escrow Agreement, specifying the duties and responsibilities of the City and the Escrow Agent, is hereby approved with such changes as may be approved by the Pricing Officer and the Pricing Officer is hereby authorized to execute such agreement.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Section 8.05. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Original Issue Date to the Closing Date, shall be deposited to the Interest and Sinking Fund.

(b) The remainder of the proceeds of the Bonds, including original issue premium, shall be used to pay costs of issuance and deposited to the Escrow Fund and used as provided in the Escrow Agreement and the Pricing Certificate.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund created by this Ordinance shall be credited to such fund.

**ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 9.01. Payment of the Bonds.

While any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Bonds, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance and the Pricing Certificate, deposit or cause to be deposited the amounts of money specified by this Ordinance and the Pricing Certificate.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Covenants Regarding Tax Exemption of Interest on the Tax-Exempt Bonds.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of

the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The City agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project financed by the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(g) Designation as Qualified Tax-Exempt Obligations. The Pricing Officer is authorized to designate one or more Series of the Tax-Exempt Bonds as bank qualified obligations if the City qualifies to make such a designation at the time of pricing the Tax-Exempt Bonds.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City; or

(iii) the City files bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI DISCHARGE AND DEFEASANCE

Section 11.01. Defeasance of Bonds.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been

provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into

account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

The City shall provide annually to the MSRB, (i) within six months after the end of each fiscal year of the City, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement by section 7.02(b) of this Ordinance and as provided in each Pricing Certificate, if audited financial statements are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12-months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.02. Event Notices.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;

- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds
- G. Modifications to rights of holders of the Bonds, if material;
- H. Bond calls, if material, and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (L) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (O) and (P) and the definition of Financial Obligation in this Section to have the same

meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 12.04 Format, Identifying Information, and Incorporation by Reference.

All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 12.05 Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

ARTICLE XIII
AMENDMENT OF ORDINANCE; FURTHER PROCEDURES; AND SEVERABILITY

Section 13.01. Amendment of Ordinance.

The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 13.02. Further Procedures.

The officers and employees of the City are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of and under the corporate seal of the City all such instruments, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Director of Finance of the City, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General of Texas. In the event that any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.03. Payment of Attorney General Fee.

The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004, Texas Government Code,

as amended. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 13.04. Severability.

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Ordinance and the application of such section, article, paragraph, sentence, clause, phrase or word to other persons and circumstances nevertheless shall be valid and enforceable; and it is hereby declared that this Ordinance would have been enacted without such invalid or unenforceable provision.

Section 13.05. No Personal Liability.

No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

FINALLY PASSED, APPROVED AND EFFECTIVE ON FIRST READING in accordance with Section 1201.028 Texas Government Code this April 7, 2026.

Mayor, City of Killeen, Texas

ATTEST:

City Secretary , City of Killeen, Texas

[CITY SEAL]

APPROVED AS TO FORM:

City Attorney, City of Killeen, Texas

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements included in the Official Statement.

A stylized graphic of the number 1, composed of several grey geometric shapes. A curved line starts from the bottom left and points upwards and to the right, ending in a five-pointed star.

BOND REFUNDING OPPORTUNITY

OR-26-008

April 7, 2026

Bond Refunding Overview

2

- A bond refunding involves issuing new bonds and using the proceeds to pay off old bonds.
 - ▣ No new debt issuance
 - ▣ No extension of maturities
 - ▣ Interest cost saving strategy
- Current bond refunding opportunity
 - ▣ Refund \$28,465,000 million of existing bonds
 - ▣ Net Present Value (NPV) Savings: \$1,029,871

Estimated Savings (Preliminary)

3

- Estimated Par Amount: \$26,195,000
 - ▣ Maturities remain 2027-2034
 - ▣ Estimated True Interest Cost (TIC): 2.796%
- Total Debt Service Savings: \$1,195,569
 - ▣ Net Present Value (NPV) Savings: \$1,029,871
 - ▣ NPV Savings Ratio: 3.618%

Bond Refunding Potential Bonds

Issue	Interest Rate	Amount
Series 2015 G.O. Refunding Bonds	3.00%-4.00%	\$ 6,560,000
Series 2016 G.O. Refunding Bonds	4.00%-5.00%	\$ 21,905,000
Total		\$ 28,465,000

Bond Refunding Estimated Savings

5

FYE 9/30	Pre- Refunding Net D/S	Post- Refunding Net D/S	Annual Savings
2026	\$ 582,500	\$ 580,714	\$ 1,786
2027	6,510,000	6,362,167	147,833
2028	4,816,800	4,666,500	150,300
2029	4,825,400	4,676,750	148,650
2030	4,127,400	3,977,500	149,900
2031	4,135,800	3,988,750	147,050
2032	4,143,200	3,991,250	151,950
2033	2,139,400	1,990,000	149,400
2034	2,138,450	1,989,750	148,700
	33,418,950	32,223,381	1,195,569

Preliminary Summary of Results	
Total Debt Service Savings	\$ 1,195,569
Net Present Value Savings (\$)	\$ 1,029,871
Net Present Value Savings (%)	3.618%

Bond Refunding Delegation of Authority

6

- Texas law provides two options:
 1. Adopt an ordinance with final pricing terms; or
 2. Adopt a delegation ordinance
 - City official or employee sets final pricing terms.
 - Final pricing terms must fall within certain parameters.

- Option 2 provides flexibility to choose the pricing date based on favorable market conditions.
 - ▣ City Manager and Mayor have been appointed Pricing Officer by delegation in the past.

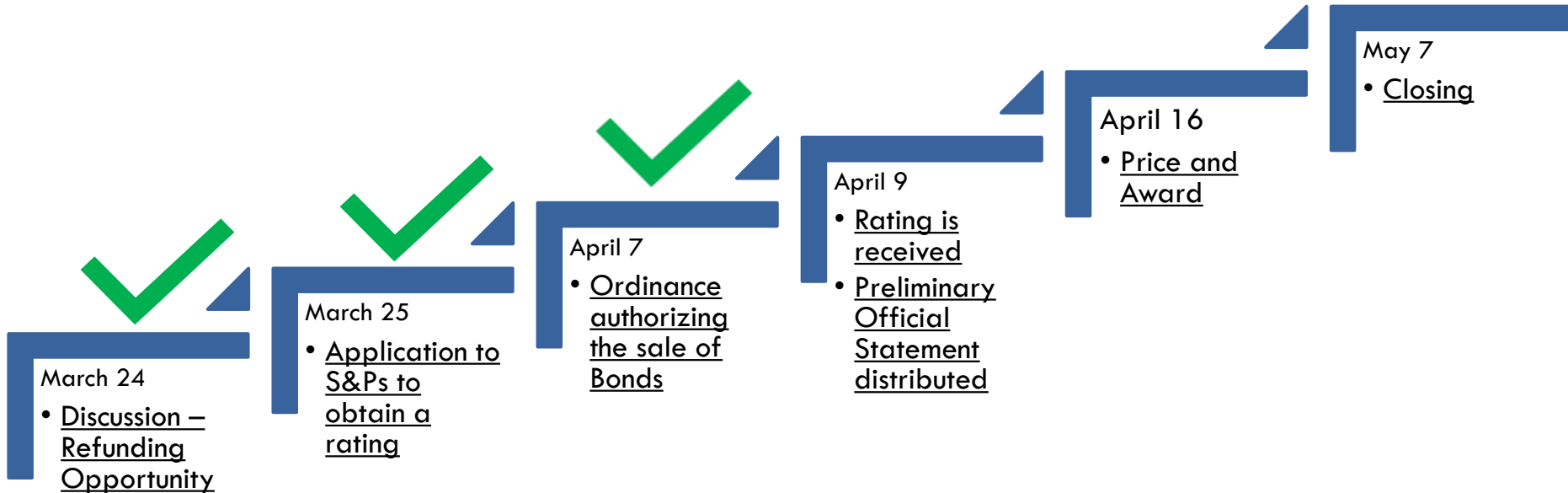
Bond Refunding Delegation of Authority

7

- Delegation ordinance parameters:
 - ▣ Maximum principal amount refunded: \$29,250,000
 - Higher than the \$29,120,000 to allow for additional bonds to be refunded if market conditions permit (additional interest savings).
 - ▣ Maximum maturity date: 08/01/2034
 - ▣ Minimum net present value: 2%
 - ▣ Maximum interest rate: 3.75%
 - ▣ Eligible outstanding bonds: all outstanding bonds falling within the above parameters.
- Amount of outstanding bonds will not increase.
- There is no extension to the term of existing debt.

Bond Refunding Next Steps

8



Recommendation

Staff recommends approval of an ordinance designating the City Manager as the pricing officer and authorizing the issuance and sale of the City of Killeen, TX General Obligation Bonds, in one or more series.



City of Killeen

Staff Report

File Number: PH-26-014

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

DATE: April 7, 2026
TO: Kent Cagle, City Manager
FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.
SUBJECT: Zoning Case # Z26-05: "B-5" to "R-2"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Clear Creek Commercial Ltd. and Clear Creek Development, Ltd.
Agent: Central Texas Land Development Services
Current Zoning: "B-5" (Business District)
Proposed Zoning: "R-2" (Two-Family Residential District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Intended Growth' (IG) and 'Neighborhood Infill' (NI)

Summary of Request:

A request has been submitted to rezone the subject properties to "R-2" (Two-Family Residential District) to allow for future "R-2" (Two-Family Residential District) development. If approved, the properties will be required to be subdivided prior to development.

Zoning/Plat Case History:

The subject properties were annexed into the City limits in 1999 pursuant to Ordinance Nos. 99-61 (August 10, 1999) and 99-84 (October 19, 1999). Clear Creek Estates Phase I was platted in 1999

and developed as a residential subdivision. The subject properties include Lots 1-7 and part of Lot 8, Block 1, Clear Creek Estates, Phase I, along with an adjacent tract out of the T. Robinett Survey, Abstract No. 686. Lots 1-7 were never developed and part of Lot 8 was replatted into right of way for John David Drive.

In 2003, City Council approved a rezoning of approximately 15.464 acres along the Clear Creek Road and W. Stan Schlueter Loop corridor, currently off Dayton Drive, from "B-3" (Local Business District) to "B-5" (Business District) via Ordinance No. 03-027 (May 27, 2003). This action reflected a broader policy direction at the time to accommodate higher-intensity commercial development along the corridor.

In 2004, portions of the Clear Creek Estates frontage along Barrington Trail north of W. Stan Schlueter Loop were rezoned from "R-2" (Two-Family Residential District) to "B-5" (Business District) via Ordinance No. 04-066 (August 24, 2004). The rezoning was requested to allow for commercial development along the Stan Schlueter Loop corridor. As a result of this action, the subject properties are currently zoned "B-5" (Business District).

On January 20, 2026, the City Council approved a Future Land Use Map (FLUM) amendment, via Ordinance No. 26-006, to change the designation from 'Regional Commercial' to a 'Residential Mix'.

Character of the Area:

North: Developed residential property zoned "R-2" (Two-Family Residential District) and undeveloped property zoned "B-5" (Business District)

South: Developed commercial property zoned "B-3" (Local Business District) and City of Killeen Pump Station zoned "B-5" (Business District)

East: Developed residential property zoned "R-2" (Two-Family Residential District) and undeveloped "B-5" (Business District)

West: Developed and undeveloped commercial property zoned "B-5" (Business District)

Future Land Use Map Analysis:

The subject properties are located within the 'Neighborhood Infill' (NI) and 'Intended Growth' (IG) areas on the Growth Sector Map and are designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The Growth Sector Map indicates that these parcels are within both the 'Neighborhood Infill' and 'Intended Growth' sectors. The Neighborhood Infill sector includes areas of the city that are already developed and have access to city services and infrastructure, but contain vacant, underutilized, or poorly developed properties. Growth policies for this sector encourage development and redevelopment that provides incremental increases in density, while matching existing neighborhood character and improving walkable access to nearby businesses and amenities. The Intended Growth sector includes properties that are in close proximity to existing development and have access to existing or planned infrastructure. Development in this sector should align with the broader goals of the Comprehensive Plan, particularly those related to diversifying housing types and neighborhood options within the city.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block and street network that allows for a flexible mix of residential building typologies. Aside from large

multiplex garden apartments, most housing types are encouraged within this place type. This includes uses such as single-family detached homes, townhouses, and small-plex residential development (two- to four-unit buildings). The Residential Mix designation envisions a predominantly residential environment, while allowing limited nonresidential uses to support neighborhood-scale activity. This place type encourages a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- LU3 - Encourage incremental evolution of neighborhoods.
- NH3 - Diversify housing mix.

The Killeen 2040 Comprehensive Plan promotes incremental evolution of properties that can add to a widespread improvement. Additionally, staff finds the proposed rezoning is consistent with the surrounding area, which consists of a mix of residential and commercial properties.

Development Zone Analysis:

The subject properties are located within the City of Killeen Development Zone #4, which is generally situated west of Fort Hood Street and north of West Stan Schlueter Loop. This development zone is characterized by a mix of residential and commercial uses, with approximately 44.81 percent residential uses and 55.19 percent commercial uses. The current land use mix in the surrounding area includes approximately 107.15 acres (1.87%) of Special Districts, 2,457.49 acres (42.94%) of Residential, 11.37 acres (0.20%) of Industrial, 2,937.38 acres (51.33%) of Commercial, and 209.35 acres (3.66%) of Agricultural uses, for a total of approximately 5,722.74 acres. In addition, vacant land accounts for approximately 684 acres, or 11.95% of the area.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject tracts.

Water services are available for parcel 371134 via an existing 6" water distribution main located on the western side of Dayton Drive and an existing 6" water distribution main located on the southern side of John David Dr.

Water services are available for parcels 230710, 230709, 230708, 230707, 230706, 230705, & 230703 via an existing 8" water distribution main located on the eastern side of Barrington Trail.

An existing 12" water transmission main is located along the southern boundary of parcels 371134 and 230703 on the north side of West Stan Schlueter Loop.

Wastewater services are available for parcel 371134 via an existing 6" wastewater main located on the eastern side of Dayton Drive and an existing 6" wastewater main located on the northern side of John David Drive.

Wastewater services are available for parcels 230710, 230709, 230708, 230707, 230706, 230705, & 230703 via an existing 6" wastewater main located on the western side of Barrington Trail.

Unknown storm sewer infrastructure exists along the northern ROW of West Stan Schlueter Loop, which may serve parcels 371134 and 230703.

No existing drainage infrastructure is adjacent to the remaining properties.

Transportation and Thoroughfare Plan:

Access for parcel 371134 is via West Stan Schlueter Loop (135' ROW - Minor Arterial), Dayton Drive (50' ROW - Local Road), and John David Drive (50' ROW - Local Road).

Access for parcel 230703 is via West Stan Schlueter Loop (135' ROW - Minor Arterial) and Barrington Trail (50' ROW - Local Road).

Access for parcels 230709, 230708, 230707, 230706, 230705, & 230703 is via Barrington Trail (50' ROW - Local Road).

Access for parcel 230710 is via Barrington Trail (50' ROW - Local Road) and John David Drive (50' ROW - Local Road).

No appreciable increase in traffic is expected to be generated as a result of this zoning classification change.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site. The assessment of parkland dedication and fees shall occur at the time of plat recordation.

- Parkland Dedication: 1 acre per 67 dwelling units (single-family or duplexes) would apply by Code
- Fees-In-Lieu of Parkland Dedication: \$750.00 per dwelling unit
- Park Development Fees: \$ 450.00 per dwelling unit

Environmental Assessment:

The properties are in the Nolan Creek / Leon River Watershed. The properties are located in Zone X Unshaded (0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0260E with effective date September 26, 2008.

The properties are not impacted by freshwater ponds, freshwater forested/shrub wetlands, freshwater emergent wetlands, or riverine habitats as shown on the National Wetlands Inventory maps for the properties. No visual evidence of other environmental impediments is apparent on the properties at this time.

Public Notification:

Staff notified property owners of forty-two (42) surrounding properties regarding this request. As of the date of this staff report, no responses have been received regarding this request.

Staff Findings:

The subject properties are zoned "B-5" (Business District) and are currently undeveloped. The surrounding area includes developed residential and commercial properties. Staff finds that the request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

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 the approval of the applicant's request to rezone the property from "B-5" (Business District) to "R-2" (Two-Family Residential District) as presented.

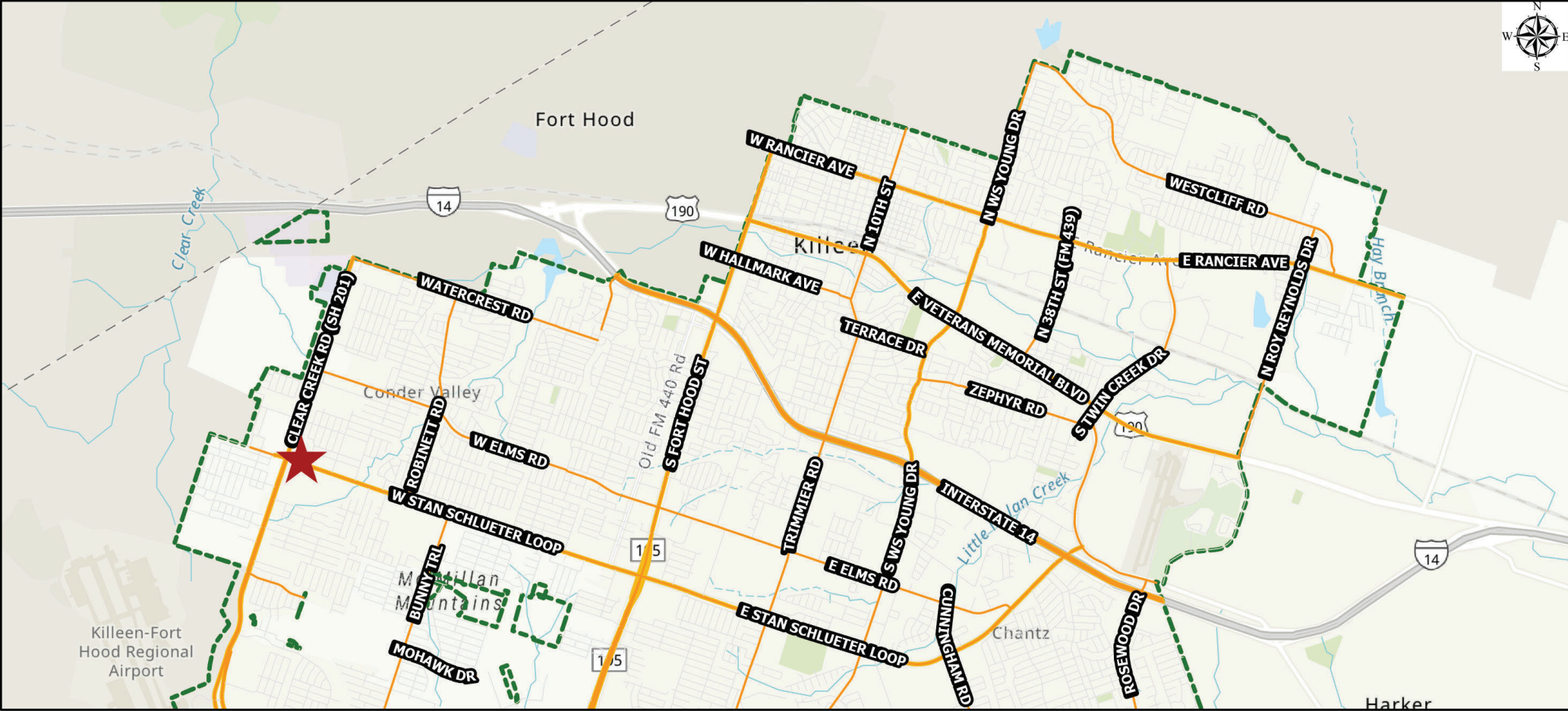
At their regular meeting on February 23, 2026, the Planning and Zoning Commission recommended approval of the request as presented by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

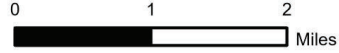
ATTACHED SUPPORTING DOCUMENTS:

- Maps
- Site Photos
- Minutes
- Ordinance
- Letter of Request
- Presentation



LOCATION MAP

Council District: 4



**Zoning Case 2026-05
B-5 TO R-2**

Legend

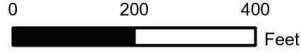
-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686



AERIAL MAP

Council District: 4



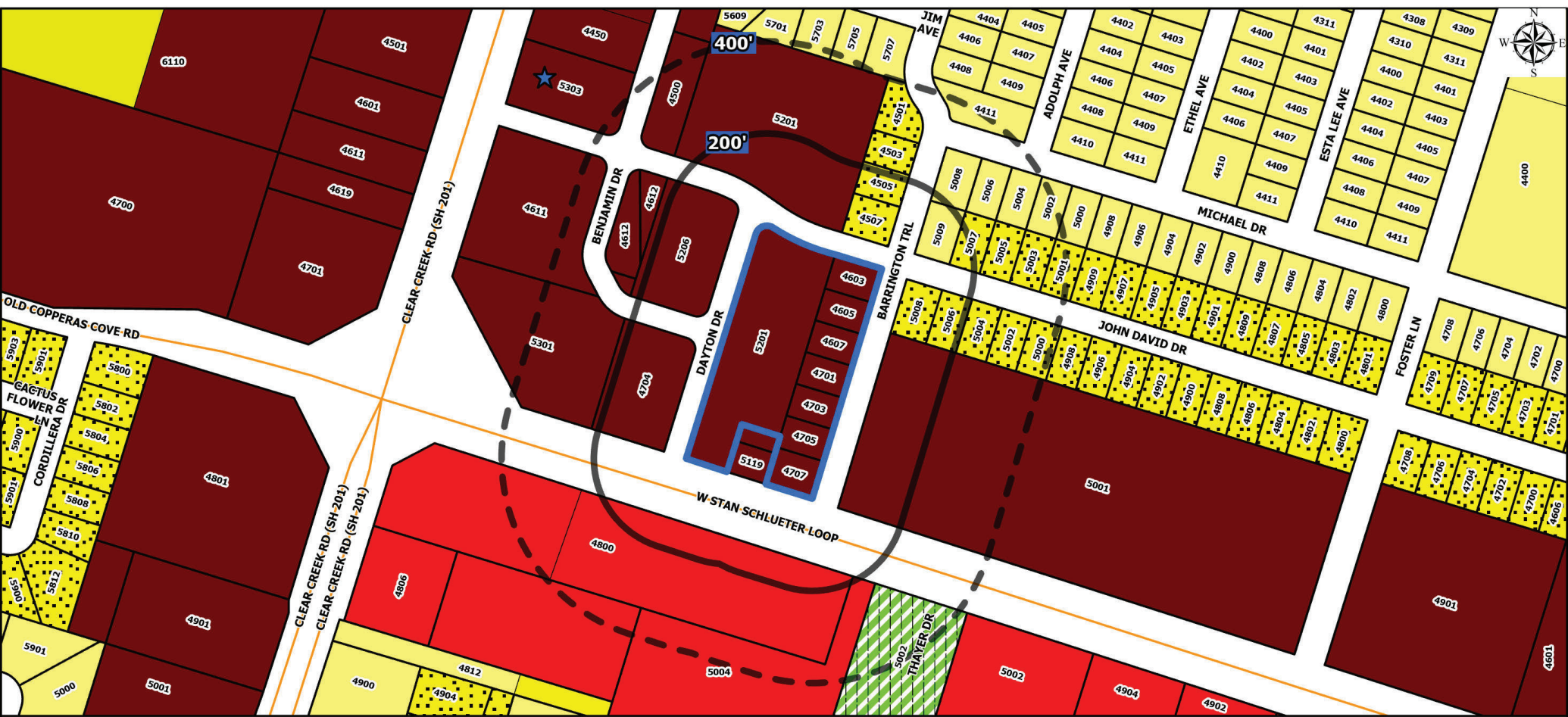
Zoning Case 2026-05

B-5 TO R-2

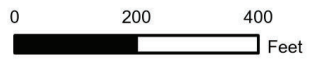
Legend

 Zoning Case

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686



RESPONSE MAP
Council District: 4



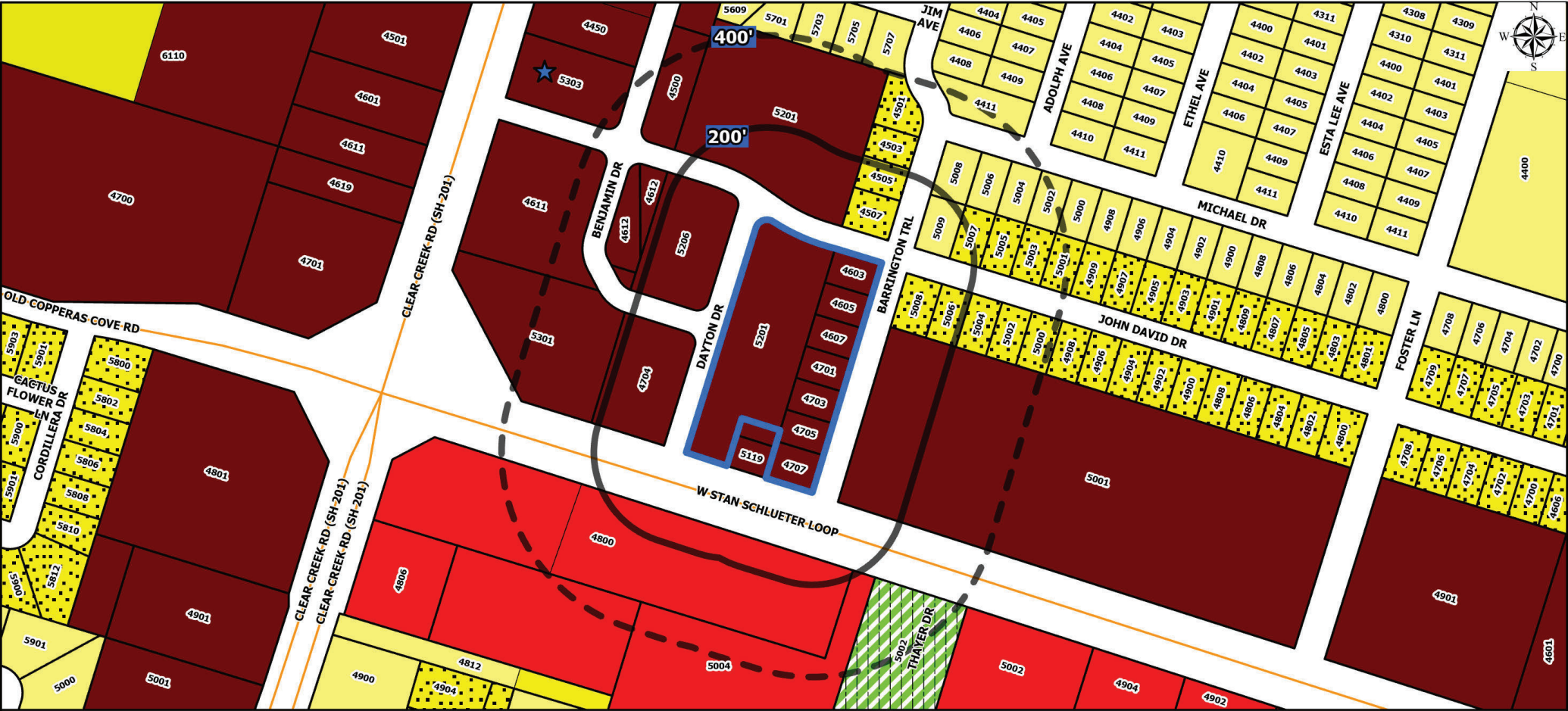
Zoning Case 2026-05

B-5 TO R-2

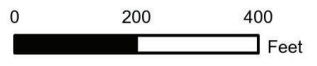
Legend

- B-3
- PUD
- R-2
- R-3A
- B-5
- R-1
- R-3
- City Limit
- Support
- Zoning Case

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686



RESPONSE MAP
Council District: 4



Zoning Case 2026-05

B-5 TO R-2

- Legend**
- B-3
 - PUD
 - R-2
 - R-3A
 - B-5
 - R-1
 - R-3
 - City Limit
 - Support
 - Zoning Case

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686

SITE PHOTOS

Case #Z26-05: "B-5" to "R-2"



View facing the subject properties from Dayton Drive:



View facing the subject properties from West Stan Schlueter Loop:



SITE PHOTOS

Case #Z26-05: "B-5" to "R-2"



View facing east on West Stan Schlueter Loop:



View facing west on West Stan Schlueter Loop towards Clear Creek Road:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
FEBRUARY 23, 2026
CASE # Z26-05
“B-5” to “R-2”

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

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

Gary Purser Jr. was present to represent the case.

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 Moss seconded, and the motion passed by a vote of 6 to 0.

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

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, Inc., on behalf of Clear Creek Commercial, Ltd. and Clear Creek Development, Ltd., presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 3.25 acres, being Lots 1-7 and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686, locally addressed as 4603, 4605, 4607, 4701, 4703, 4705, and 4707 Barrington Trail; and 5201 West Stan Schlueter Loop, Killeen, Texas, from “B-5” (Business District) to “R-2” (Two-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on February 23, 2026, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on April 7, 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 3.25 acres, being Lots 1-7 and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686, locally addressed as 4603, 4605, 4607, 4701, 4703, 4705, and 4707 Barrington Trail; and 5201 West Stan Schlueter Loop, Killeen, Texas, be changed from “B-5” (Business District) to “R-2” (Two-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 7th day of April 2026, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:



Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM:

Holli C. Clements, CITY ATTORNEY
Case #26-05
Ord. #26-___



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 9, 2025

Development Services/Planning
City of Killeen, TX

Re: Zone Change for property on Daytona Drive and 4603-4707 Barrington Trail

Ms. Meshier,

Central Texas Land Development Services would like to request a zone change 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. and Lots 1-7 and part of Lot 8, Block 1, Clear Creek Estates Phase I. The current zoning of the properties is B-5 and the proposed zoning is R-2 for residential development.


R-2 zoning would be consistent with the FLUM assignment of the Clear Creek Estates lots and with the FLUM amendment request of the 1.81 acre property. When Clear Creek Estates Phase I was platted in 1999, the lots were assigned R-2 zoning and should already have water and sewer services connected to the existing lines. R-2 zoning would be consistent with many of the lots to the North and East of this property.

Respectfully,

Gwendalyn Henning

Gwendalyn Henning
CAD Technician
Central Texas Land Development Services
info@kesltd.com

cc: 2025-024 Project File



**CASE #Z26-05:
“B-5” TO “R-2”**

PH-26-014

April 7, 2026

Case #Z26-05: “B-5” to “R-2”

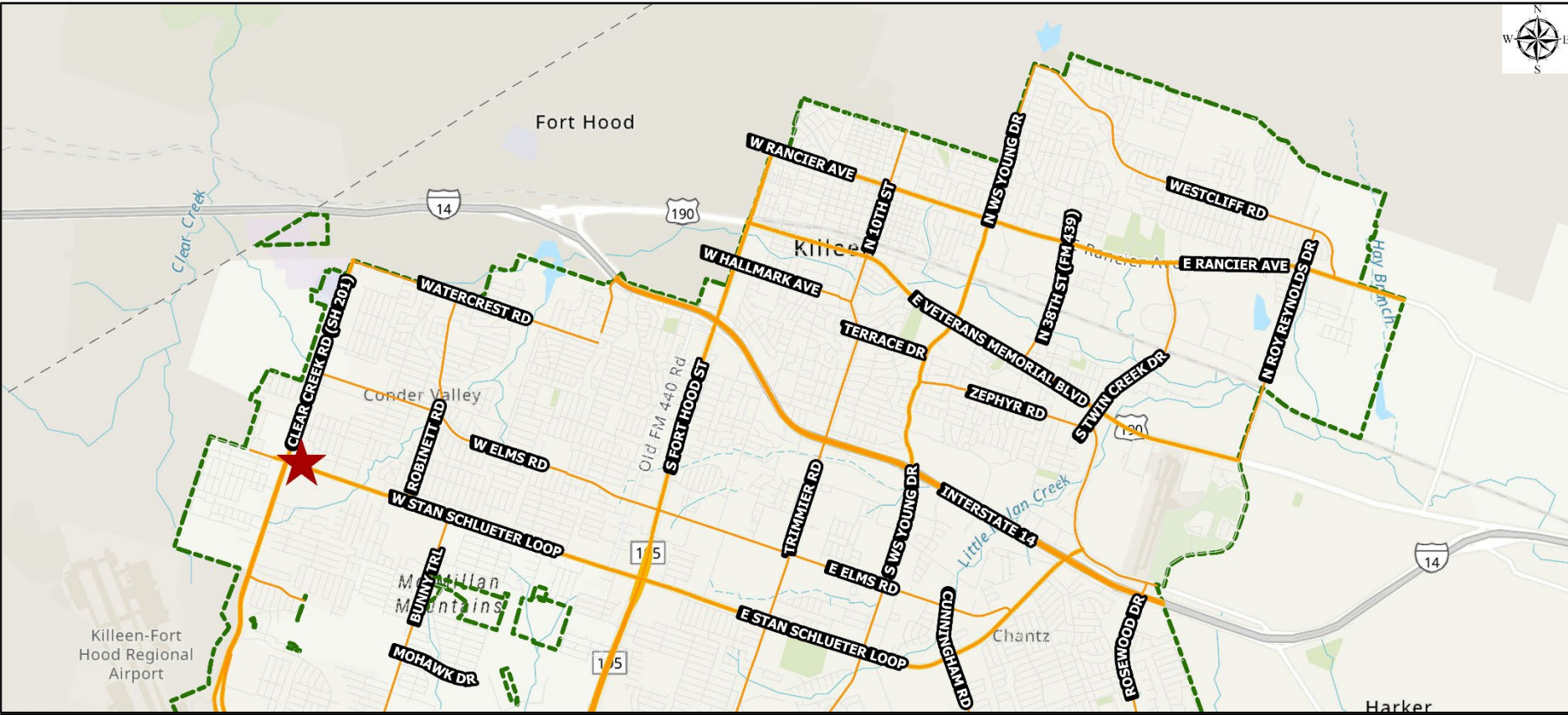
- Hold a public hearing and consider a request submitted by Central Texas Land Development Services, Inc. on behalf of Clear Creek Commercial, Ltd. and Clear Creek Development, Ltd. (**Case# Z26-05**) to rezone approximately 3.25 acres, being Lots 1-7 and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and approximately 1.746 acres out of the T. Robinett Survey, Abstract No. 686 from “B-5” (Business District) to “R-2” (Two-Family Residential District).

Case #Z26-05: “B-5” to “R-2”

- The subject properties are generally located on the north side of West Stan Schlueter Loop between Dayton Drive and Barrington Trail.
- The applicant is requesting to rezone the subject properties from “B-5” (Business District) to “R-2” (Two-Family Residential District). If approved, the applicant intends to develop two-family residential homes (duplexes) on the property.

Case #Z26-05: “B-5” to “R-2”

- On January 20, 2026, City Council approved a Future Land Use Map (FLUM) amendment (Ordinance #26-006) changing the designation of the subject property from ‘Regional Commercial’ to ‘Residential Mix’.
- The ‘Residential Mix’ place type allows for most housing types, including duplexes.



LOCATION MAP

Council District: 4



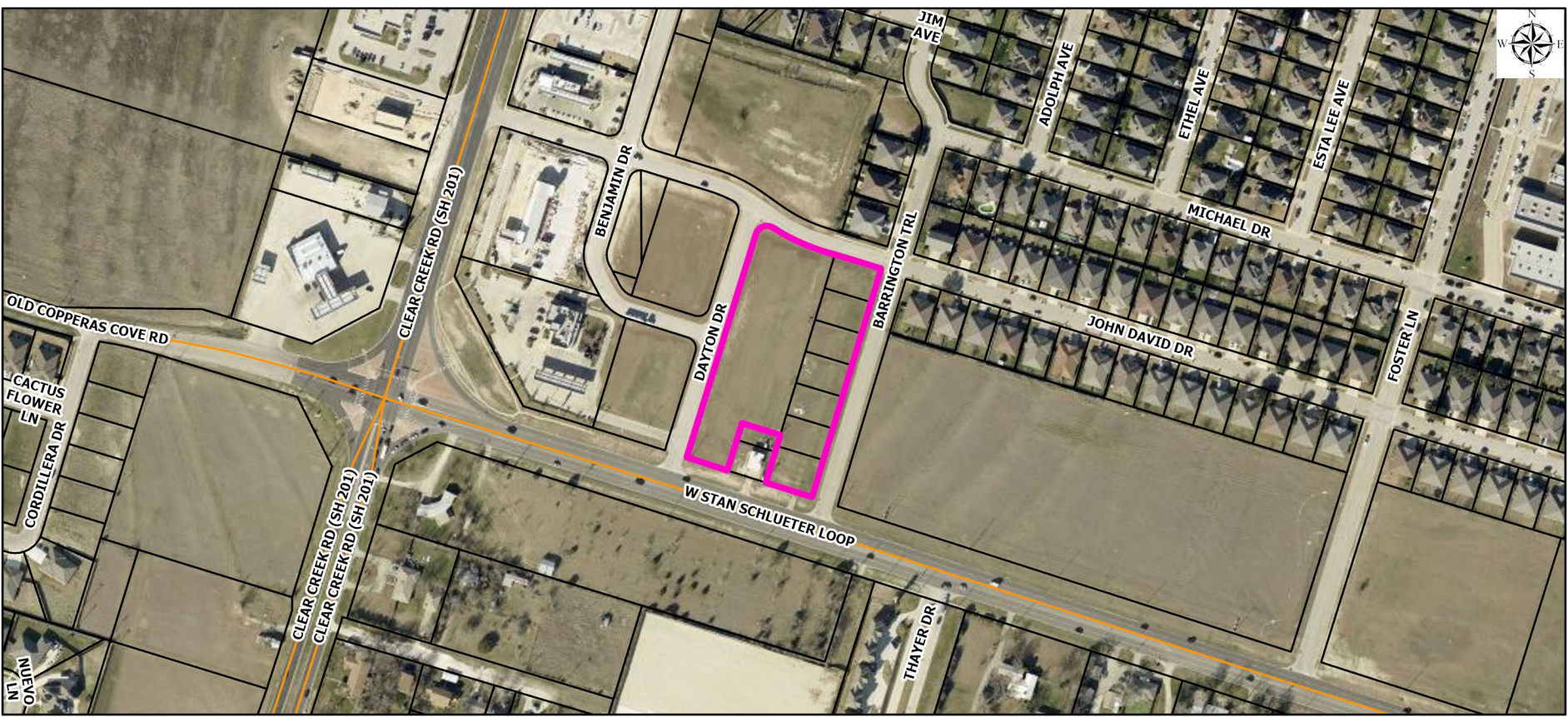
Zoning Case 2026-05

B-5 TO R-2

Legend

-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and out of the T. Robnett Survey, Abstract No. 686



AERIAL MAP

Council District: 4



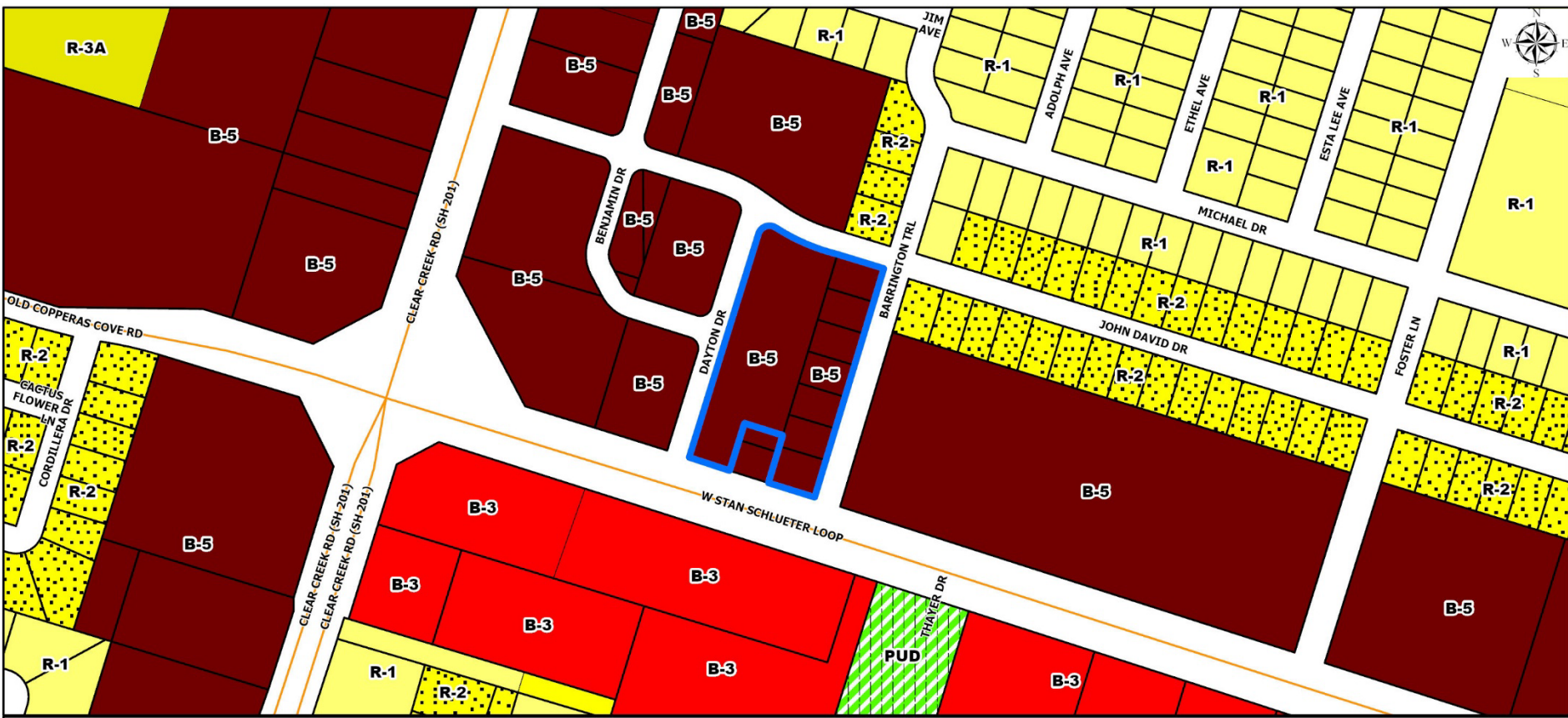
Zoning Case 2026-05

B-5 TO R-2

Legend

 Zoning Case

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and out of the T. Robinett Survey, Abstract No. 686



ZONING MAP

Council District: 4



Zoning Case 2026-05

B-5 TO R-2

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and out of the T. Robinett Survey, Abstract No. 686

Case #Z26-05: “B-5” to “R-2”

8

View of the subject properties from Dayton Drive facing east:



Case #Z26-05: “B-5” to “R-2”

9

View of the subject properties from W. Stan Schlueter Lp. facing north:



Case #Z26-05: “B-5” to “R-2”

10

View from the subject properties facing west on W. Stan Schlueter Ln.:

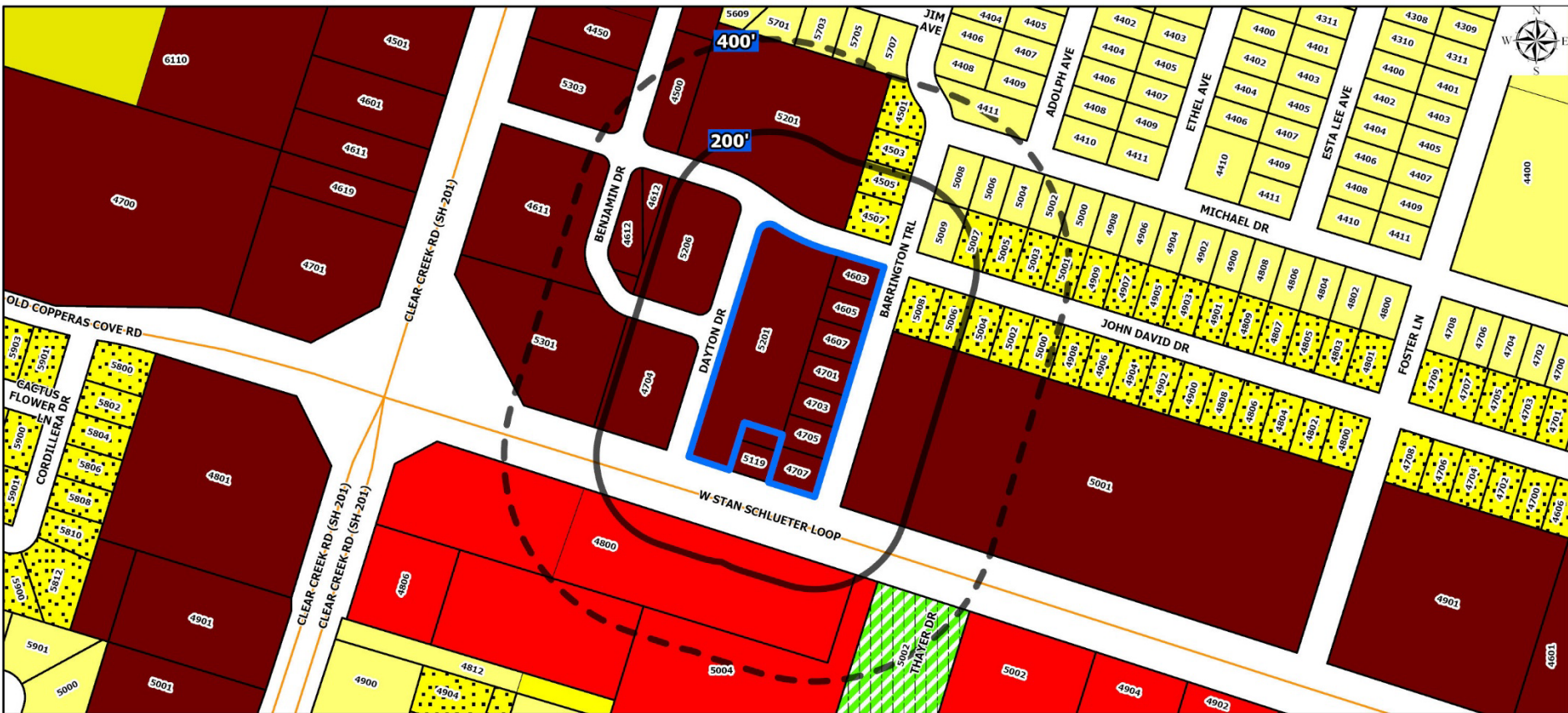


Comprehensive Plan Alignment

- The properties are located within the ‘Neighborhood Infill’ (NI) and ‘Intended Growth’ (IG) areas on the Growth Sector Map and designated as ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

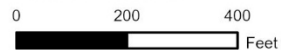
Public Notification

- Staff notified property owners of forty-two (42) surrounding properties regarding this request.
- Staff has not received any written responses about this request.



NOTIFICATION MAP

Council District: 4



Zoning Case 2026-05
B-5 TO R-2

- Legend**
- B-3
 - PUD
 - R-2
 - R-3A
 - B-5
 - R-1
 - R-3
 - City Limit
 - Zoning Case

Subject Property Legal Description: Approximately 3.25 acres, being Lots 1-7, and part of Lot 8, Block 1, Clear Creek Estates, Phase I; and out of the T. Robinett Survey, Abstract No. 686

Staff Findings

- The subject properties are zoned “B-5” (Business District) and are currently undeveloped.
- The surrounding area includes a mix of residential and commercial properties, including duplexes to the north and northeast.
- Staff finds that the request is consistent with the recommendations outlined in the Killeen 2040 Comprehensive Plan.

Staff Recommendation

15

- Therefore, staff recommends the approval of the applicant's request to rezone the property from the "B-5" (Business District) to "R-2" (Two-Family Residential District).

Commission Recommendation

- At their regular meeting on February 23, 2026, the Planning and Zoning Commission recommended approval of the request by a vote of 6 to 0.



City of Killeen

Staff Report


File Number: DS-26-029

Receive Arts Commission Annual Report

Arts Commission City of Killeen Annual Report

Fiscal Year 2025





Arts Commission Annual Report

FY 2025

Introduction

In March 1990, through ordinance the Killeen City Council established the Arts Commission as a seven-member board appointed by City Council with representatives in the following:


1. Instrumental and vocal music/radio/television/tape and sound recording
2. Dance/drama/motion pictures/creative writing
3. Folk art/ painting sculpture/ photography/graphic craft arts/architecture/design and allied fields
4. Education with a background in the Arts
5. Three members of the public-at-large

The board membership was amended in 2018 to nine members, including an additional two members of the public-at-large.

The ordinance requires the commission to submit to City Council the following:

- The recommendations for the allocation funding for the Arts
- An annual advisory report prior to budget consideration, recommending actions to be taken by the community and the City Council to advance art and culture within the City of Killeen
- Recommendations on long range goals for the development of tourism and the convention and hotel industry through its use of funding for the arts

Further, the ordinance charges the Arts Commission to explore and encourage development of community resources for the support of the arts and cultural enrichment in Killeen.



Arts Commission Annual Report
FY 2025
Introduction

Current Members of the Commission

Chairperson:

Christopher Brown, Educator Arts

Vice-Chairperson:

Denise Sherman, At-Large

Commission Members

Verda Bell, Dance/Drama/Writing

John Miller, Folk Art/Painting/Sculpture

Van Fraley, Music/Radio/TV/Tape/Sound

Richard White, At-Large

Ashley Rodriguez, At-Large

Treymont Cannon, At-Large

Arts Commission Mission

- To develop a community multi-cultural arts program that will enhance tourism and hotel/motel use, through the arts
- To encourage an increase in quality arts programs available to the citizens of the City of Killeen
- To stimulate an interest in the local arts of all cultures and minority groups especially ensuring access for seniors and disabled citizens
- To encourage exposure to the arts for school-age citizens
- To preserve and develop the arts and to maximize the quality of the arts and their contributions to our City's culture
- To recommend the equitable distribution of resources from the public and private sectors necessary to accomplish the mission
- To produce and promote activities which accomplish this mission

Arts Commission Annual Report FY 2025 Year at a Glance, Contd.

City Council approved grants for 7 organizations and those organization held a total of 18 events during fiscal year 2025.

These events covered a vast array of artistic expression in the areas of film, theatre, music, food, and cultural representation.

Certificates of appreciation were presented to grantees once their last event evaluation was considered by the commission. Organizations shown top left to bottom right are as follows:

Artesenia Y Cultura Hispana, Songhai Bamboo Roots, Vive Les Arts



Arts Commission Annual Report
 FY 2025
 Year at a Glance, Contd.

Awarded Events

Organization	Events	Grant Amount*	Amount Paid
Songhai Bamboo Roots	Kwanzaa Caribbean AFRAM Festival Killeen 1st African American Children/Adult Author's Bookfair	\$27,016	\$23,358
Armed Forces Natural Hair and Health	Armed Forces Natural Hair & Health Expo Veggie & Art Fest The Whispers of Love	167,721	111,869
IMPAC Outreach	African American Arts and History Showcase	22,444	8,894
Artesenia y Cultura Hispana	Fiesta of Art and Culture FY 2024 Fiesta of Art and Culture FY 2025	5,378	5,378
It's All About You Talent Services	Youth Takeover Holiday Bazaar	12,905	12,905
Vive Les Arts Children's Theatre	Frozen JR. Alice in Wonderland JR. Annie	28,068	24,583
Vive Les Arts Societe	Sweeney Todd The Drowsy Chaperone Tootsie The Complete Works of William Shakespeare Anything Goes	41,668	41,668
		\$305,200	\$228,655

Arts Commission Annual Report FY 2025 Year at a Glance, Featured Photos

Songhai Bamboo Roots



Armed Forces Natural Hair and Health



IMPAC Outreach



Its All About You
Talent Services



Artesenia y Cultura Hispana



Vive Les Arts Children's Theatre



Vive Les Arts Societe



Arts Commission Annual Report

FY 2025

Long-Term Goals

The recovery supported by ARPA funding allowed the Arts Commission Grant program to rebound and return to in-person cultural programming. Looking ahead, the Commission’s long-term goal is to build on this progress by launching new initiatives, including a Poet Laureate program, and by actively promoting the Commission and its impact through social media. These efforts will support artists, increase public engagement, and foster a more connected and visible arts community.

Fiscal Year 2027 Recommended Actions

Funding

Chapter 351.103(c) of the Texas Local Tax Code states:


Not more than 15 percent of the hotel occupancy tax revenue collected by a municipality, other than a municipality having a population of more than 1.6 million, or the amount of tax received by the municipality at the rate of one percent of the cost of a room, whichever is greater, may be used for the purposes provided by Section 351.101(a)(4)

The Arts Commission recommends funding in the amount of \$272,403

Grant funding for prior and current fiscal years

Fiscal Year	City Funding	ARPA Funding	Total Annual Funding
2023	230,000	29,668 ⁽¹⁾	259,668
2024	313,461	87,672 ⁽¹⁾	401,133
2025	305,200		305,200
2026	125,000		125,000

(1)Remaining ARPA funding not expended in prior years.



Arts Commission Annual Report FY 2025 Annual Advisory Report

In support of its mission to promote tourism and strengthen Killeen's convention and hotel industry through the arts, the Arts Commission identified strategic long-term goals for the upcoming grant year. These goals were aimed at furthering the primary mission of promoting tourism and the convention and hotel industry through the arts.

The Arts Commission Members were asked to complete a survey to identify long-term goals the Arts Commission should work to achieve. These long-term goals are listed below.

Long-Term Goals:

- Develop a Poet Laureate Program for the city
 - ◇ Serve as a cultural ambassador initiative, elevating local literary voices and engaging residents and visitors through public readings, educational outreach, and community-centered events that strengthen Killeen's cultural identity and support tourism.
- Marketing
 - ◇ City of Killeen social media platforms, partnerships with local hotels and motels, and collaborative advertising with community partners.
- Work with local artists to create public art projects in various parts of Killeen, including downtown

The Commission will formulate a plan to achieve these goals during the FY 2026 grant cycle.

The City of Killeen is a community made up of many ethnicities whose gifts of art, culture and customs are treasures to be shared with the world. The arts are essential to remaining a vibrant city.

“Poetry is the lifeblood of language, the heartbeat of a people.”
— Naomi Shihab Nye, Texas Poet Laureate



KILLEEN ARTS COMMISSION FY 2025 ANNUAL REPORT

DS-26-029

April 7, 2026

Background

The City of Killeen Code of Ordinances require the Arts Commission to:

- ❑ Submit an annual advisory report with recommendations to advance art and culture within the City (Sec. 2-133(b))
- ❑ Make recommendations on long-range goals for the development of tourism and the convention and hotel industry through use of funding for the arts (Sec. 2-132(f))

Highlights of FY 2025 Art Program

3

- City Council approved art grants for 7 organizations
 - ▣ These organizations held a combined total of 18 events
- A total of \$305,200 was allocated and \$228,655 was paid to the grantees

FY 2027 Recommended Actions

- Fund the Arts Commission Grant program at 15% as allowed by Chapter 351.103(c) of the Texas Local Tax Code.
- Funding for the arts over the past three fiscal years:

Fiscal Year	City Funding	ARPA Funding	Total
2023	230,000	29,668 ⁽¹⁾	259,668
2024	313,461	87,672 ⁽¹⁾	401,133
2025	305,200	0	305,200
2026	125,000	0	125,000

⁽¹⁾ Remaining ARPA funding not expended in prior years

- Arts Commission Recommendation FY 2027 funding - \$272,403
 - Max Allowed (15%)
 - \$37,500 would be for the Poet Laureate Program

Long-range Goals

5

- ❑ Establish a Poet Laureate Program
- ❑ Marketing
 - ▣ City of Killeen's social media
- ❑ Work with local artists to create public art projects in various parts of Killeen, including downtown

Questions?



City of Killeen

Staff Report

File Number: DS-26-030

Discussion regarding tiny homes and ADUs



TINY HOMES & ACCESSORY DWELLING UNITS

DS-26-030

April 7, 2026

Background

2

- On March 24, 2026, City Council approved a request for a future agenda item to discuss increasing affordable housing opportunities by allowing tiny homes and accessory dwelling units (ADUs) in appropriate locations.

Tiny Homes

3

- Appendix Q of the 2024 International Residential Code (IRC) provides safety standards for “tiny houses” up to 400 sq. ft., but it primarily covers those on permanent foundations.



Tiny house on slab

Tiny Homes

4

- The City's zoning ordinance currently allows site-built or modular tiny homes on a permanent foundation by-right in residential districts.



Tiny house on slab

Tiny Homes on Wheels

5

- A tiny home on wheels (THOW) is a fully functional, small-scale house (usually under 400 sq. ft.) permanently built onto a trailer chassis, allowing for mobility.



Tiny home on wheels

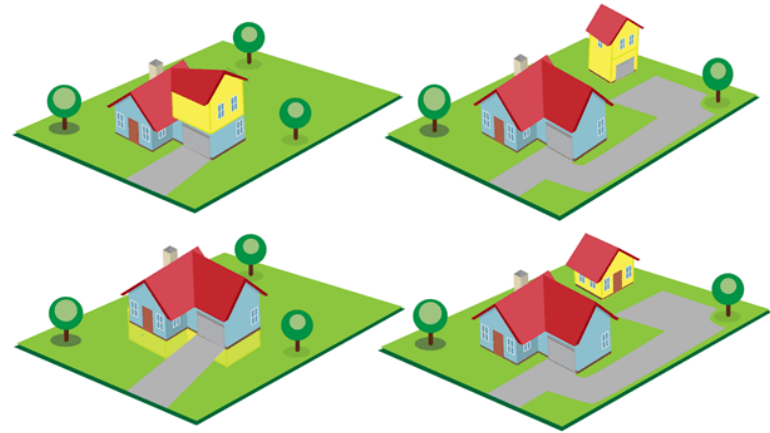
“Tiny Houses”

- Because “tiny homes on wheels” are not typically attached to a permanent foundation, staff recommends including specific code requirements to ensure:
 1. Compliance with Appendix Q of the IRC;
 2. That THOWs will be secured to a permanent foundation (and therefore subject to ad valorem tax); and
 3. Compatibility with neighboring properties.

Accessory Dwelling Units (ADUs)

7

- The 2024 IRC defines an ADU as a secondary, independent residential unit located on the same lot as a primary single-family home.
- A common practice is to limit an ADU to a maximum square footage of 50% of the primary residence.

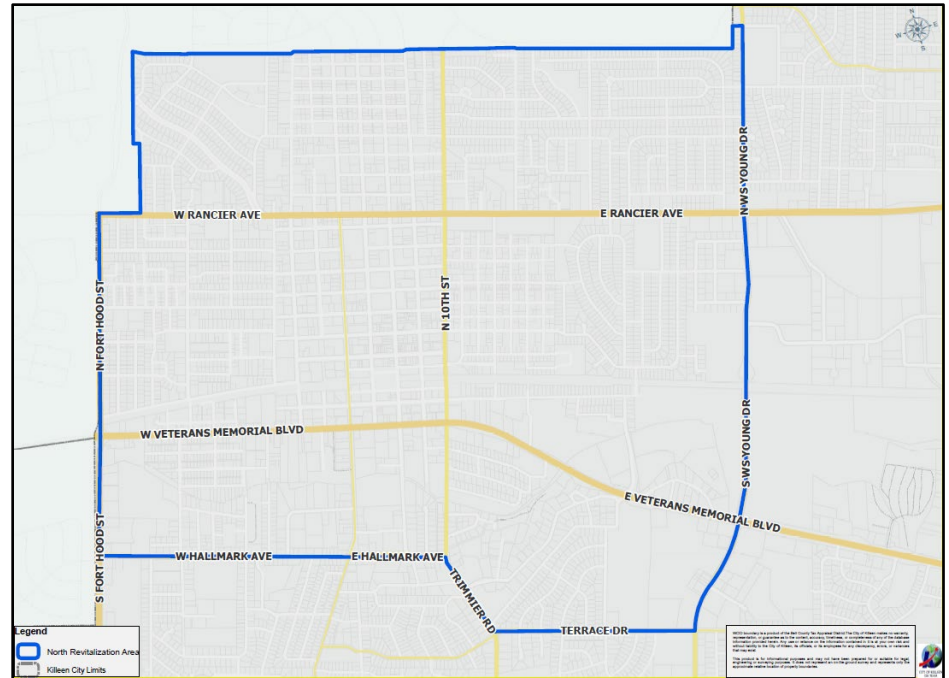


**ADU examples
(attached and detached)**

North Killeen Revitalization Area

8

- The North Killeen Revitalization Program (NKR) ordinance was adopted in 2015 to encourage new investment and redevelopment of the area.



North Killeen Revitalization Program

- Staff recommends amending Chapter 31 of the Killeen Code of Ordinances to codify the existing NKRP ordinance and establish a zoning overlay that would allow both tiny homes and ADU's by-right within the existing North Killeen Revitalization Program boundary.

North Killeen Revitalization Program

10

- In addition to allowing tiny homes and ADUs by-right within the NKRP boundary, the proposed overlay district also presents an opportunity for City Council to consider limiting certain “locally undesirable land uses” in the area, such as vape and smoke shops, pawn shops, game rooms, salvage and impound yards, etc.

Staff Recommendation

- Staff recommends that the City Council approve a Motion of Direction for staff to prepare an ordinance codifying the North Killeen Revitalization Program (NKRPP) ordinance and establishing an overlay zoning district to allow Tiny Homes, Tiny Homes on Wheels (THOWS), and Accessory Dwelling Units (ADUs) by-right; and limiting locally undesirable land uses.



City of Killeen

Staff Report

File Number: DS-26-031

Acknowledge the retirement announcement of City Manager Kent Cagle, and discuss City Manager search process



City of Killeen

Staff Report

File Number: DS-26-032

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



City of Killeen

Staff Report

File Number: DS-26-033

Discuss appointment of an Interim City Manager



City of Killeen

Staff Report

File Number: DS-26-034

Conduct Annual Evaluation of the City Municipal Judge



City of Killeen

Staff Report

File Number: RS-26-053

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

DATE: April 7, 2026

TO: Riakos Adams, Mayor

FROM: Kate McDaniel, Executive Director of Human Resources

SUBJECT: Annual Evaluation of and Consideration for an Adjustment to Pay for the Presiding Municipal Judge

BACKGROUND AND FINDINGS:

Kris Krishna was hired for the position of Presiding Municipal Judge on April 11, 2022. Per City Charter Section 32, the City Council shall appoint a magistrate as a presiding judge for the court, and associates' judges, as deemed necessary for the benefit and conduct of the court. Each judge shall be a competent and duly licensed attorney. The Council shall review the Presiding Municipal Judge's job performance at least once annually and any pay increase shall be approved by resolution. On April 7, 2026, the Mayor and City Council conducted the Presiding Municipal Judge's annual performance evaluation.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

City Charter Section 32 provides that the governing body may appoint a magistrate as a presiding judge for the court, and associates' judges, as deemed necessary for the benefit and conduct of the court. Each judge shall be a competent and duly licensed attorney.

FINANCIAL IMPACT:

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

The Presiding Municipal Judge’s current annual salary is \$159,848.00. Any additional COLA or merit-based increase would increase the total annual salary.

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

This is a recurring expenditure.

Is this revenue/expenditure budgeted?

Yes, it is budgeted in General Fund account 100-51110-270-271-000000.

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, it is budgeted in General Fund account 100-51110-270-271-000000.

RECOMMENDATION:

Staff recommends that the Council pass a resolution to approve any salary increase, effective April 11, 2026, for Presiding Municipal Judge, Kris Krishna.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

N/A