



City of Killeen

Agenda

City Council

Tuesday, August 19, 2025

3:00 PM

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

Call to Order and Roll Call

<input type="checkbox"/> Debbie Nash-King, Mayor	<input type="checkbox"/> Jessica Gonzalez
<input type="checkbox"/> Ramon Alvarez	<input type="checkbox"/> Jose Segarra
<input type="checkbox"/> Anthony Kendrick	<input type="checkbox"/> Joseph Solomon
<input type="checkbox"/> Nina Cobb	<input type="checkbox"/> Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-25-020](#) Killeen Economic Development Corporation Update
2. [PR-25-021](#) Presentation by the Carl Sherman Group regarding Grocery Store Interest

Attachments: [Presentation](#)

Work Session

Discuss agenda items 3-17 for the August 19, 2025 Regular Session

Citizen Comments on Agenda Items

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

Regular Session

Consent Agenda

3. [MN-25-021](#) Consider Minutes of Special City Council Meeting of July 22, 2025.
4. [MN-25-022](#) Consider Minutes of Regular City Council Meeting of August 5, 2025.
5. [RS-25-128](#) Consider a memorandum/resolution authorizing a Subrecipient Agreement with Families in Crisis, Inc., to provide Tenant Based Rental Assistance (TBRA) to eligible populations experiencing homelessness or at risk of homelessness in accordance with Community Development policies and procedures, and in compliance with HUD TBRA program statues and regulations.
Attachments: [Resolution 25-121R](#)
[Agreement](#)
[Presentation](#)
6. [RS-25-129](#) Consider a memorandum/resolution authorizing Contract Amendment No. 1 with Kimley Horn and Associates, Inc., for the Featherline Road Reconstruction Project, in the amount of \$82,173.76.
Attachments: [Proposal](#)
[Contract Amendment](#)
[Presentation](#)
7. [RS-25-130](#) Consider a memorandum/resolution authorizing Change Order No. 1 for the Sidewalk and ADA Ramp Improvements Project with Jerdon Enterprises, LP, in the amount of \$86,542.00.
Attachments: [Resolution 24-153R](#)
[Change Order #1](#)
[Presentation](#)
8. [RS-25-131](#) Consider a memorandum/resolution denying an Operating Authority to Limo Company.
Attachments: [Application](#)
[Presentation](#)
9. [RS-25-132](#) Consider a memorandum/resolution approving a Professional Services Agreement with Schlueter Group for State Legislative Representation.
Attachments: [Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Public Hearings

10. [PH-25-043](#) Hold a public hearing on the proposed Fiscal Year 2026 Annual Budget.
Attachments: [Presentation](#)

11. [PH-25-044](#) Hold a public hearing and consider an ordinance submitted by National Logistics Training Center Inc., on behalf of the Catholic Diocese of Austin, (FLUM#25-03) to amend the Comprehensive Plan's Future Land Use Map from a 'Residential Mix' designation to a 'Regional Commercial' designation for approximately 13.7 acres out of the G. W. Farris Survey, Abstract No. 306. The subject properties are locally addressed as 108 and 110 West Elms Road, Killeen, Texas.

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

12. [PH-25-045](#) Hold a public hearing and consider an ordinance submitted by Quintero Engineering, LLC on behalf of SS Springs, LLC, (FLUM#25-04) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 7.2 acres, being part of Lot 2, Block 1, Rosewood Addition. The subject property is locally addressed as 5500 Rose Garden Loop, Killeen, Texas.

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

13. [PH-25-046](#) Hold a public hearing and consider an ordinance submitted by John Gilmore, on behalf of Ki Sup Son and Soon Sun Son, (Case# Z25-21) to rezone approximately 0.67 acres, being part of Lot 1, Block 1, out of the Chaney Addition, from "R-1" (Single-Family Residential District) to "B-5" (Business District). The subject property is locally addressed as 3413 Old Farm-to-Market 440, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Ordinance](#)

[Minutes](#)

[Letter of Request](#)

[Rezoning Exhibit](#)

[Presentation](#)

14. [PH-25-047](#) Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Haun Investments, LLC, (Case# Z25-22) to rezone approximately 0.95 acres out of a 2.358-acre tract in the A. Dickson Survey, Abstract No. 266, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The subject property is locally addressed as 554 58th Street, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Ordinance](#)

[Minutes](#)

[Letter of Request](#)

[Rezoning Exhibit](#)

[Presentation](#)

15. [PH-25-048](#) Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Killeen Summit Builders, LLC, (Case# Z25-23) to rezone approximately 6.7 acres, being Lots 14-23, Block 7; Lots 13-30, Block 8, out of Morris Subdivision Phase Two, from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District). The subject properties are locally addressed as 1101-1108, 1110, 1201-1206, and 1301-1306 Nina Drive; 1102, and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road, Killeen, Texas.
- Attachments:** [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Letter of Request](#)
[Responses](#)
[Presentation](#)
16. [PH-25-049](#) Hold a public hearing and consider an ordinance submitted by Amr A. Abdelazeem, on behalf of Abdelazeem Family Revocable Trust, (Case# Z25-24) to rezone approximately 0.19 acres, being Lot 11, Block 1, out of the Bellaire Addition Section 1, from “B-1” (Professional Business District) to “R-1” (Single-Family Residential District). The subject property is locally addressed as 909 Bellaire Drive, Killeen, Texas.
- Attachments:** [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Letter of Request](#)
[Response](#)
[Presentation](#)
17. [PH-25-050](#) Hold a public hearing and consider an ordinance amending Killeen Code of Ordinances, Chapter 31 - Zoning by amending the zoning amendment approval requirements; providing for additional signage and public hearing notification requirements; amending home occupation regulations; providing for multi-family and mixed uses in business districts; and providing for small lot regulations.
- Attachments:** [Minutes](#)
[Ordinance](#)
[Presentation](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on August 12, 2025.

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.

- Innovation Gala 2025, August 16, 2025, 6:00 p.m., 3011 N. 3rd Street, Temple, TX*
- Station 4 and EOC Grand Opening, September 4, 2025, 1:00 p.m., 9200 Trimmier Road*
- KPD Graduation Class #41, September 5, 2025, 10:00 a.m., The Potter's House Church*
- Downtown ROI: Where Vision Meets Value, September 25, 2025, 4:30 p.m., 324 N. Gray St.*
- Greater Killeen Chamber of Commerce - 92nd Annual Membership Banquet, September 18, 2025, 6:00 p.m., Killeen Civic and Conference Center*
- Ribbon Cutting Ceremony for the new General Aviation Terminal at Skylark Field, October 10, 2025, 10:00 a.m., Skylark Field*
- AUSA Annual Meeting and Exposition, October 13-15, 2025, Walter E. Washington Convention Center, 801 Mount Vernon Place NW, Washington, DC 20001*
- TML Annual Conference, October 29-31, 2025, Fort Worth Convention Center, 1201 Houston Street, Fort Worth, TX 76102*
- National League of Cities City Summit, November 19-22, 2025, Salt Palace Convention Center, 100 S W Temple St, Salt Lake City, UT 84101*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-25-020

Killeen Economic Development Corporation Update



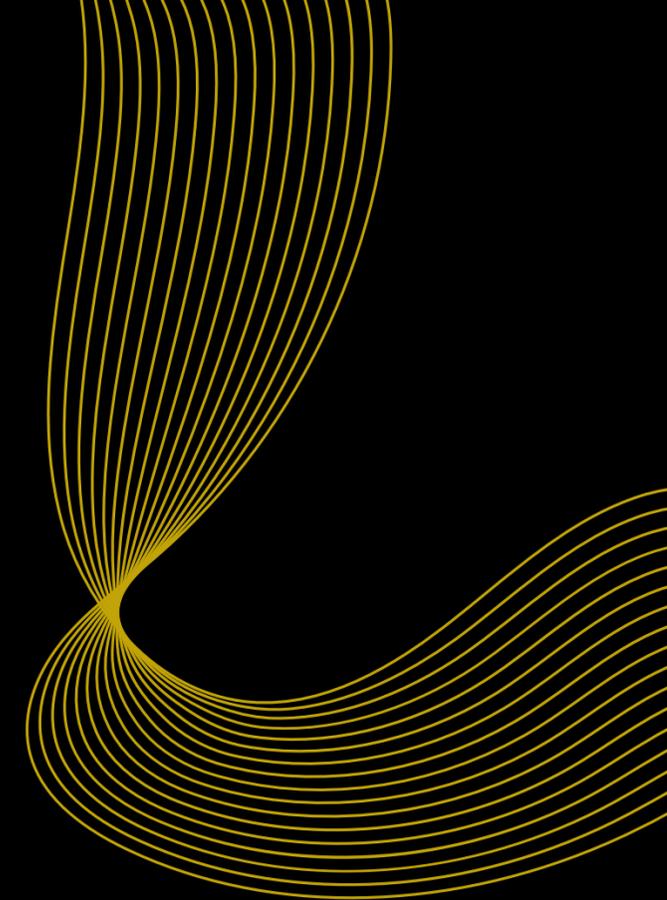
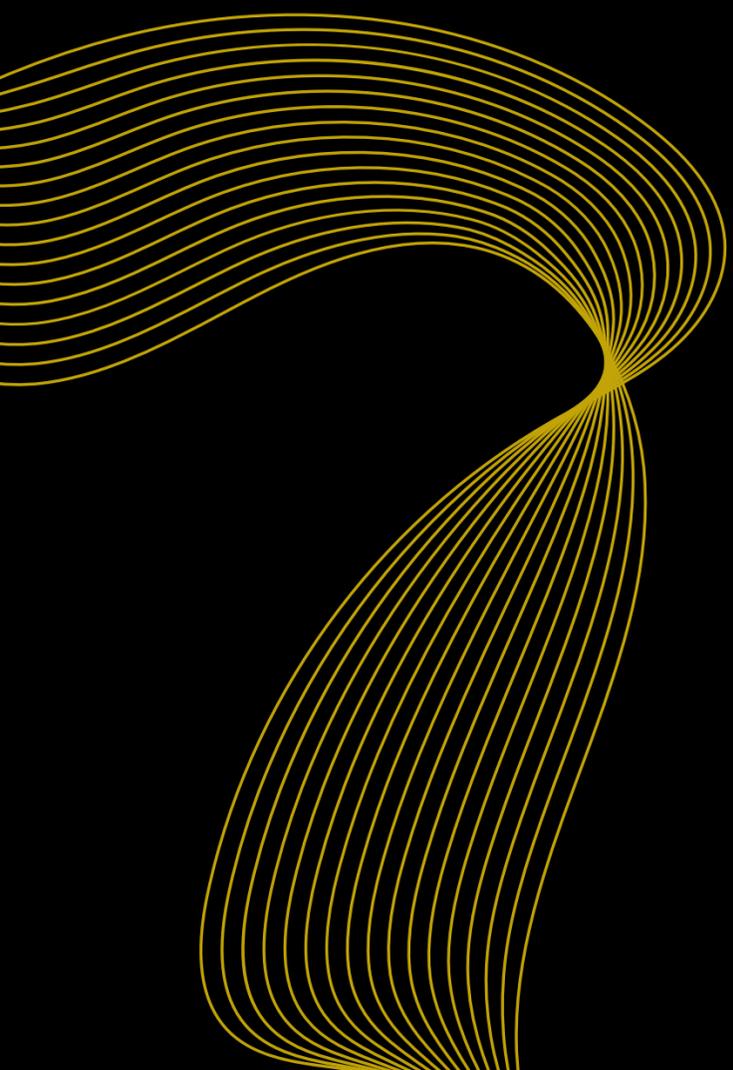
City of Killeen

Staff Report

File Number: PR-25-021

Presentation by the Carl Sherman Group regarding Grocery Store Interest

CITY OF KILLEEN



**Retail Recruitment Strategy:
Grocery Store Attraction**



Presented by The Carl Sherman Group

OUR STORY

The Carl Sherman Group, LLC (TCSG), founded in 2019 by Carl Oscar Sherman, is a Texas-based consulting firm that combines extensive experience in public service, governance, and strategic development.

TCSG was established after Sherman was approached to provide consulting services in management and operations for the City of Ferris, where he previously served as City Manager. From there, TCSG soon ventured into the private sector after Sherman facilitated the approval of a stalled North Texas project, gaining the firm recognition as a trusted consultant for businesses navigating municipal regulations in development.

TCSG has grown primarily through referrals, a testament to its integrity and results-driven approach. The firm works with municipalities, developers, corporations, and economic development agencies. Key achievements include engaging a Global Manufacturing Corporation to establish its North American Headquarters within the Best Southwest region, driving significant economic benefits for years to come for the host city.



CONTINUED

Carl's collaborative leadership style has been key in connecting diverse perspectives and business interest while maintaining a fidelity to win-win outcomes. TCSG's core values: **T**rusted, **C**reative, **S**ynergistic, and **G**oal Oriented (**TCSG**) – guide the firm in delivering solutions that balance client needs with community benefits.

TCSG continues to evolve, expanding its offering to include City Council Strategic Summits or retreats to enhance governance, and grant writing services to secure funding for critical infrastructure projects. These services address key challenges; such as outdated land use plans, capital improvement plans, flood mitigation plans, community revitalization plans, and even updates in changes in state laws.

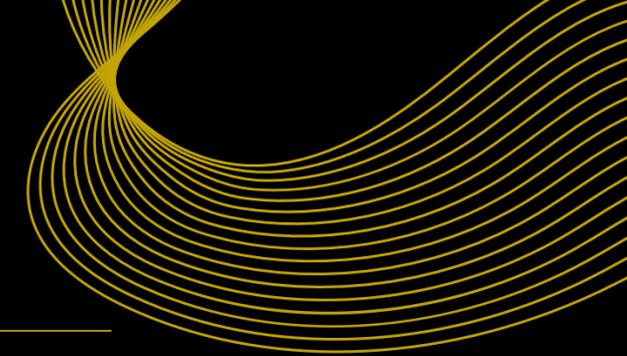
Looking ahead, TCSG is dedicated to helping cities and companies across Texas achieve sustainable growth through collaboration and innovation with an ardent focus on delivering measurable results for clients and communities alike.





PRINCIPAL MANAGER

CARL OSCAR SHERMAN



Carl Oscar Sherman is a transformational leader whose career spans entrepreneurship, public service, and community development. With a distinguished record as a business owner, community advocate, city administrator, and elected official, he has made a lasting impact across sectors and regions.

A successful entrepreneur and businessperson, Sherman previously served as Chair and CEO of eTelcharge.com, an electronic payment processing company. Under his leadership, the company was listed on both the U.S. NASDAQ and the Frankfurt Exchange in Europe. He earned the AT&T Alex Award for a patent application and was recognized by the Dallas Urban League as one of the Most Promising Leaders of the 21st Century. His business management studies at Northwood University helped lay the foundation for his success in both the private and public sectors.

Sherman broke barriers as the first African American to serve as President of the Chamber of Commerce, President of the Rotary Club, and Mayor of DeSoto, Texas. He also held City Manager roles in both Ellis and Dallas Counties, where he was known for strategic leadership and fiscal stewardship. As a three-term Texas State Representative for District 109, Sherman authored landmark legislation—including the Botham Jean Act (HB 929)—and secured \$100 million in funding for UNT Dallas. He served on the Appropriations, Corrections, and Land & Resource Management Committees, and was elected Co-Chair of the Dallas County Delegation. In 2017, the Texas Legislative Black Caucus named him an Outstanding Texan.

An entrepreneur since childhood, Sherman now leads The Carl Sherman Group, a strategic consulting firm focused on economic development, public-private partnerships, and community empowerment.

Principal Advisors



KAY PATRICK
Certified Economic Developer



AUDRA BUCKLEY
Consultant and Project Manager



EDDIE MORALES JR., ESQ.
State Rep., City Attorney



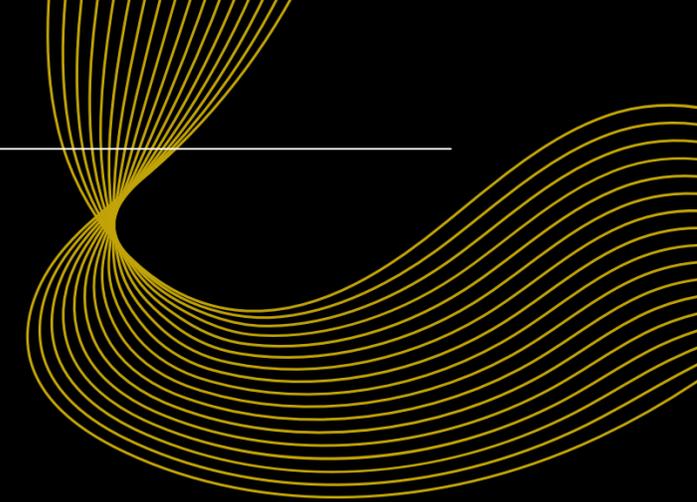
JAMES P. MOON, ESQ.
COO/General Counsel, Attorney

Working with our team means partnering alongside skilled professionals with diverse expertise in Texas local government regulations, public-private partnerships, and business development.

As trusted partners we are committed to optimizing your ROI. Together, we work towards a common goal of creating favorable and sustainable outcomes.



Audra Buckley



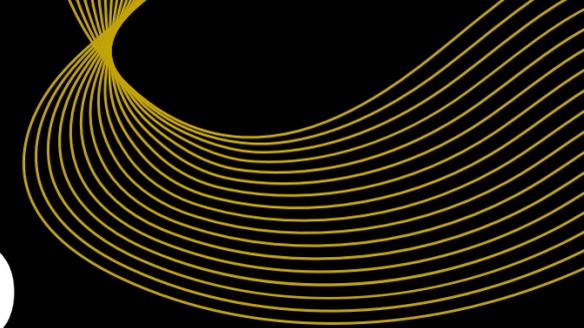
Audra Buckley is a land use consultant and preconstruction project manager based in Ennis, Texas, with an office in Dallas. She holds two BBAs (Administration and Marketing) and an MBA in Production and Operations Management from Angelo State University, and is a Texas Business Hall of Fame scholarship recipient.

She began her career as a city planner and later moved into the private sector, founding her own firm, Permitted Development, in 2010. With over 25 years of experience, Audra has guided residents, business owners, developers, and municipalities through zoning, permitting, and ordinance processes. She has also served as an expert witness for major projects like the LBJ expansion and the NTTA Tollway expansion.

Specialties: zoning analysis, application submittals, expert witness reports, eminent domain analysis, site plan review, Board of Adjustment applications, code writing, site acquisition research, preconstruction project management, and Tax Increment Financing applications.



Kay Patrick, CEcD



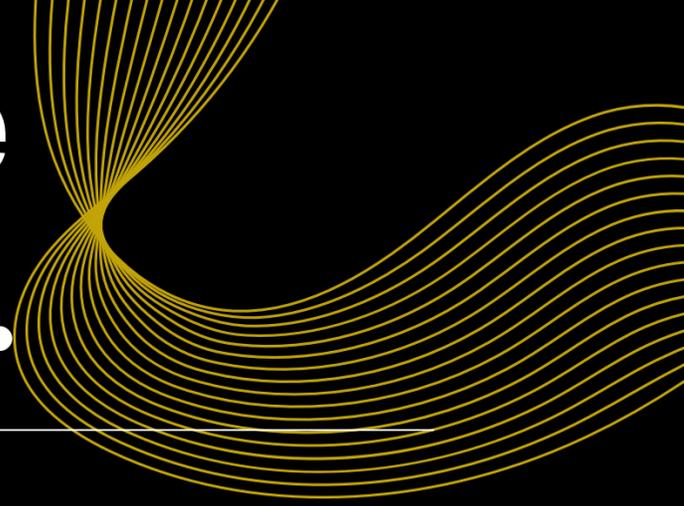
Kay Patrick, CEcD, is a Certified Economic Developer with 15+ years of experience in economic development throughout the Dallas-Fort Worth region. She has led successful retail attraction strategies across multiple cities, building a reputation for delivering impactful, community-driven growth.

Kay has played a key role in recruiting major brands such as BJ's Wholesale Club (a membership-based grocer similar to Sam's and Costco), Chef Tiffany Derry's Italian concept Radicci, Topgolf, and Andretti Indoor Karting & Games—among other high-profile retail and restaurant users—to North Texas.

A graduate of the University of North Texas with both a Bachelor of Science and a Master of Public Administration, Kay brings deep expertise in business attraction, expansion, policy development, and strategic partnerships. She also maintains an extensive Rolodex of retail brokers, site selectors, and corporate contacts at major grocery chains—relationships she actively leverages to advance her clients' goals. Known for her strategic insight, collaborative leadership, and results-driven approach, Kay continues to be a respected voice in economic development throughout North Texas and beyond.



State Rep. Eddie Morales Jr., Esq.



Heriberto “Eddie” Morales Jr. is a lifelong resident of Eagle Pass, Texas, an attorney, small business owner, and State Representative for Texas House District 74.

A graduate of the University of Texas at Austin and St. Mary’s School of Law, Eddie leads the Eagle Pass office of Langley & Banack, focusing on estate, real estate, business law, and government counsel. He also serves as City Attorney for Eagle Pass and Brackettville.

Since his election in 2020, Eddie has championed transparency, bipartisanship, and community-focused legislation, passing over 30 bills on issues like border security, education, healthcare, and infrastructure. Beyond public service, Eddie runs his family’s 34-year-old Piedras Negras Tortilla Factory and invests in real estate development to help grow his hometown.

Eddie and his wife Hellen are proud parents to Kassandra, Alexandra, and Eddie III.



James P. Moon, Esq.

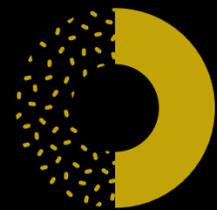
James P. Moon, owner of the Law Offices of James P. Moon, P.C. in Red Oak, TX, represents small- to medium-sized businesses in real estate, general business law, corporate finance and restructuring, mergers/acquisitions, start-up business development, capital fund-raising, and the representation of various businesses in state and federal licensed and regulated industries, with a significant focus on residential, multifamily, and commercial development.

Mr. Moon has held various roles including Managing Manager of a merchant banking firm, COO of a printing company, and general partner in developing special districts for large real estate projects. He is a founding owner of a real estate tech company and serves as COO/General Counsel of Red Eagle Global Resources, focusing on Mexico and Central/South America. He is also Co-General Partner/General Counsel of a TX-based private equity fund specializing in financial technology and electronic payment solutions.

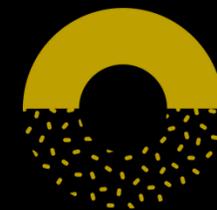
He is founder, President, and CEO of a NTX property management company and has served as General Counsel for companies including Totus Group, Horton Printing, and United Medical Supply.

TCSG is pleased to submit this proposal to support the City of Killeen in attracting a grocery store to serve its residents and strengthen its retail landscape.

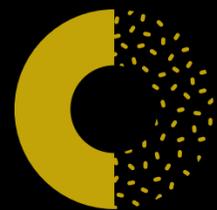
We are confident in our ability to deliver targeted, relationship-driven strategies that lead to results.



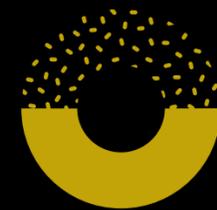
RETAIL TRADE SHOW
REPRESENTATION



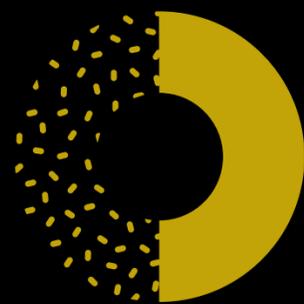
SITE READINESS &
INCENTIVE PACKAGING



BROKER & SITE SELECTOR
ENGAGEMENT



ONGOING REPORTING &
SUPPORT

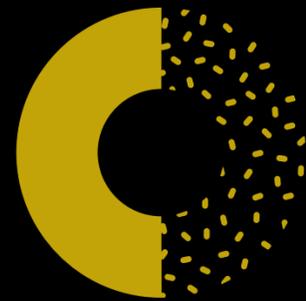


RETAIL TRADE SHOW REPRESENTATION

Schedule and conduct one-on-one meetings with targeted grocers and brokers

Present customized marketing materials highlighting Killeen's sites, demographics, and incentives

Gather market intelligence and competitive positioning feedback from decision-makers



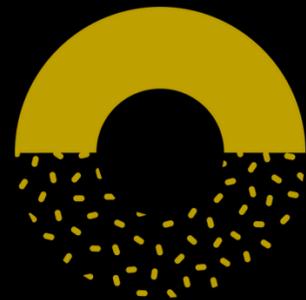
BROKER & SITE SELECTOR ENGAGEMENT

Leverage our existing relationships to generate interest and
schedule site tours

Identify specific grocers that align with Killeen's market
size, income, and gaps

Provide warm handoffs to city staff or property owners
when appropriate





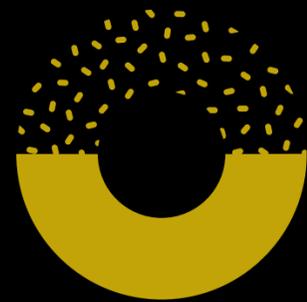
SITE READINESS & INCENTIVE PACKAGING

Review potential grocery-anchored sites for readiness

Provide recommendations for strategic incentive offerings
(grants, 380 agreements, infrastructure support)

Assist in pitch development tailored to each target grocer





ONGOING REPORTING & SUPPORT

Monthly status updates

Meeting summaries and follow-up actions

Advisory support for negotiations and deal structuring



A Client-Centric Philosophy



Expected Outcomes

■ Broker interest and engagement

■ Increased visibility for Killeen among regional and national grocery chains

■ Site visits and active conversations with grocery prospects

■ A clear roadmap for grocery attraction efforts moving forward

Thank You

The Carl Sherman Group is committed to helping the City of Killeen attract a grocery store that meets the needs of its residents and drives commercial growth. With our deep relationships, industry expertise, and focused approach, we are ready to serve as an extension of your team and deliver results.

We welcome the opportunity to move forward and formalize next steps.



972-748-2400



WWW.THECARLSHERMANGROUP.COM



City of Killeen

Staff Report

File Number: MN-25-021

Consider Minutes of Special City Council Meeting of July 22, 2025.

City of Killeen
City Council Meeting
Killeen City Hall
July 22, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick, Nina Cobb, Jose Segarra, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez (*arrived at 3:04 p.m.*)

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

Approval of Agenda

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

Citizen Comments on Agenda Items

Mellisa Brown spoke regarding RS-25-122.

Resolutions

RS-25-122 Consider a memorandum/resolution recognizing the Killeen Professional Fire Fighter's Association, IAFF Local 2505, as the exclusive bargaining agent for Killeen firefighters and authorizing the City to meet and confer.

Staff Comments: Holli Clements, City Attorney

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

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

Motion was made by Mayor Protem Adams to approve RS-25-122, with staff's recommendation to grant recognition of the Killeen Professional Fire Fighter's Association, IAFF Local 2505 and to determine that the City may proceed to meet and confer with the Association. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

Public Hearings

PH-25-040 Hold a public hearing on the proposed Fiscal Year 2026 Annual Budget and set the date to consider adoption of the Fiscal Year 2026 Annual Budget.

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

Motion of direction was made by Councilmember Segarra to decrease City Council's training and travel budget to \$6,000 per Councilmember and \$9,000 for the Mayor for Fiscal Year 2026. Motion was seconded by Councilmember Alvarez. The Motion carried unanimously (7-0).

Motion of direction was made by Councilmember Solomon to increase the proposed tax rate for the Fiscal Year 2026 Budget to \$0.72 for compensation and public safety. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke regarding PH-25-040.

Ronnie Russell spoke regarding PH-25-040.

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

Motion was made by Councilmember Solomon to set the date of September 2, 2025, at 3:00 p.m., at Killeen City Council Chambers to consider adoption of the budget. Motion was seconded by Mayor Protem Adams. The motion carried unanimously (7-0).

Adjournment

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Segarra, and unanimously approved, the meeting was adjourned at 3:39 p.m.



City of Killeen

Staff Report

File Number: MN-25-022

Consider Minutes of Regular City Council Meeting of August 5, 2025.

City of Killeen
City Council Meeting
Killeen City Hall
August 5, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Nina Cobb, Jose Segarra, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez

Absent: Councilmember Anthony Kendrick

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

Edmond Jones gave the invocation. Councilmember Alvarez led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Gonzalez to approve the agenda, as presented. Motion was seconded by Mayor Protem Adams.

Previous motion was rescinded by Councilmember Gonzalez. Rescinded motion was seconded by Mayor Protem Adams.

Motion was made by Councilmember Gonzalez to approve the agenda, with the exception of RS-25-124. Motion was seconded by Mayor Protem Adams. The motion carried unanimously (6-0).

Presentations

PR-25-017 Student Occupation Awareness and Recognition (SOAR) program certificate presentation

Mayor Nash-King and Chelsea Hershberger presented several young adults with a certificate recognizing their participation in the SOAR program, which seeks to expose, educate

and engage students in career development and career decision-making.

PR-25-018 Killeen Cooperative Grocery Store Interest Survey

Community Hands of Central Texas representatives, Philemon Brown and Leon Burch, presented this item to City Council. Mr. Brown and Mr. Burch were available to provide additional information and to answer questions.

PR-25-019 Innovation Black Chamber of Commerce Grocery Store Agreement

Innovation Black Chamber of Commerce President, Ronnie Russell, and board member, Dr. Sonjanette Crossley, presented this item to City Council. Mr. Russell and Dr. Crossley were available to provide additional information and to answer questions.

Work Session

Discuss agenda items 4 - 14 for the August 5, 2025 Regular Session

Citizen Comments on Agenda Items

James Sills spoke regarding DS-25-042 and RS-25-127.

Mellisa Brown spoke regarding PR-25-018, PR-25-019, DS-25-042 and RS-25-127.

Regular Session

Consent Agenda

MN-25-018 Consider Minutes of Regular City Council Meeting of July 1, 2025.

MN-25-019 Consider Minutes of Regular City Council Meeting of July 15, 2025.

MN-25-020 Consider Minutes of Special City Council Meeting of July 15, 2025.

RS-25-123 Consider a memorandum/resolution authorizing the sale of City-owned real property at 1510 Linda Lane.

RS-25-125 Consider a memorandum/resolution approving a lease agreement with Crown Castle Towers, LLC for the construction of a cell tower and authorize a 25-foot-wide access/utility easement.

RS-25-126 Consider a memorandum/resolution approving an agreement with Quick Roofing (TIPS Contract #25010401) for roof repair/replacement at Killeen Police Department Headquarters, in the amount of \$265,255.19.

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

Discussion Item

DS-25-042 Discuss and consider changes to Proposed Fiscal Year 2026 Operating and CIP Budget.

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 accept staff's recommendations to the proposed Fiscal Year 2026 Operating and CIP Budget. Motion was seconded by Councilmember Segarra. The motion carried unanimously (4-0).

Resolutions

RS-25-127 Consider a memorandum/resolution setting the preliminary property tax rate for the Fiscal Year 2026 Annual Budget and setting the date to hold a public hearing.

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 was made by Councilmember Solomon who stated, "I move to set the preliminary tax rate at \$0.7014 and to set the date of September 2, 2025 to hold a public hearing on the tax rate with the meeting being held at 3:00 p.m. at 101 N. College Street, Killeen, TX." Motion was seconded by Councilmember Cobb.

The City Secretary called for a record vote:

*Councilmember Alvarez - aye
Councilmember Cobb - aye
Councilmember Solomon - aye
Councilmember Adams - aye
Councilmember Segarra - aye
Councilmember Kendrick - absent
Councilmember Gonzalez - aye*

The motion carried unanimously (6-0).

Public Hearings

PH-25-041 Hold a public hearing and consider an ordinance submitted by Central Texas Land Development Services on behalf of Herring Legacy Developers, Inc. (Case# Z25-14) to rezone approximately 99.83 acres out of the W. E. Wall Survey, Abstract No. 1116 from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses.

The subject property is generally located northeast of the intersection of East Trimmier Road and Chaparral Road, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 99.83 ACRES OUT OF THE W. E. WALL SURVEY, ABSTRACT NO. 1116 FROM "A" (AGRICULTURAL DISTRICT) AND "SR-1" (SUBURBAN RESIDENTIAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH "SR-1" (SUBURBAN RESIDENTIAL SINGLE-FAMILY RESIDENTIAL DISTRICT) AND "B-3" (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services

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

Applicant, Michelle Lee, was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Gary Purser spoke in opposition of the ordinance.

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

Motion was made by Councilmember Alvarez to approve PH-25-041. Motion was seconded by Councilmember Segarra. The motion carried unanimously (6-0).

PH-25-042 Hold a public hearing and consider an ordinance submitted by Marion Benjamin Bell (Case# Z25-19) to rezone approximately 1.987 acres, being Lot 1A, Block 1 out of the Robison Addition from "B-5" (Business District) to "R-1" (Single-Family Residential District). The subject property is locally addressed as 1914 North 10th Street, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.987 ACRES BEING LOT 1A, BLOCK 1 OUT OF THE ROBISON ADDITION FROM "B-5" (BUSINESS DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services

This item was presented to City Council during their Work Session. Ms. Meshier was

available to provide additional information and to answer questions.

Applicant, Marion Benjamin Bell, was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in favor of the ordinance.

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

Motion was made by Mayor Protem Adams to approve PH-25-042. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).

Executive Session

DS-25-043 Consultation with attorney regarding the city's legal rights regarding Bell County Municipal Utility District No. 2 Consent and Development Agreement.

At 5:51 p.m., Mayor Nash-King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.071 - Consultation with Attorney, the City Council will consult with legal counsel regarding Bell County Municipal Utility District No. 2 Consent and Development Agreement.

At 6:40 p.m., Mayor Nash-King reconvened the City Council meeting into Regular Session.

Adjournment

With no further business, upon motion being made by Mayor Protem Adams, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 6:40 p.m.



City of Killeen

Staff Report

File Number: RS-25-128

Consider a memorandum/resolution authorizing a Subrecipient Agreement with Families in Crisis, Inc., to provide Tenant Based Rental Assistance (TBRA) to eligible populations experiencing homelessness or at risk of homelessness in accordance with Community Development policies and procedures, and in compliance with HUD TBRA program statues and regulations.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

FROM: Tiffanie McNair, Executive Director of Community Development

SUBJECT: Execute a subrecipient agreement with Families in Crisis, Inc. to administer a Tenant Based Rental Assistance Program for eligible homeless or at risk of being homeless population in Killeen by providing rental subsidies, security deposits, and utility deposits

BACKGROUND AND FINDINGS:

Families in Crisis, Inc. (FIC) has been providing rental assistance under allocated Emergency Solutions Grants (ESG) designed to help individuals and families experiencing homelessness or at risk of homelessness quickly regain stability in permanent housing. FIC has administered the Veterans Affairs Supportive Housing program (HUD-VASH) which combines the Housing Choice Voucher program to rent housing at an affordable cost and at the same time receive essential services necessary to achieve stability, maintain their housing and improve their overall quality of life. FIC has assisted eligible households with rental subsidies through the HOME funded Tenant Based Rental Assistance (TBRA) Program to help bridge the gap between what a household can afford and the actual rent. TBRA can cover a range of housing costs, including rent, security deposits and utility deposits.

FIC will target persons or families currently receiving services within its operations. However, any qualified household within the City of Killeen may apply for TBRA.

The program will assist up to 15 households with up to 24 months of rental assistance. The goal of the program is to establish long-term housing stability by reducing the number of households that are homeless or at-risk of homelessness, reducing the number of households at risk of eviction, providing supportive services and education for household self-sufficiency, and increasing housing affordability for low-income households.

Staff recommends that City Council authorize the City Manager, or his designee, to execute a HOME Investment Partnership Subrecipient Agreement with Families in Crisis for the purpose of

administering a Tenant-based Rental Assistance program in the amount not to exceed \$300,000.00.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Staff recommends that City Council authorize the City Manager, or his designee, to execute a HOME Investment Partnership Subrecipient Agreement with Families in Crisis for the purpose of administering a Tenant-based Rental Assistance program in the amount not to exceed \$300,000.00.

CONFORMITY TO CITY POLICY:

This action conforms to HUD and city procurement policies.

FINANCIAL IMPACT:

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

\$300,000.00

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

This expenditure is budgeted.

If not, where will the money come from?

211-55124-500-520-421826	\$ 21,574.00
211-55124-500-520-421840	\$ 1,500.00
211-55124-500-520-421926	\$ 27,728.00
211-55124-500-520-422126	\$ 25,178.00
211-55124-500-520-422226	\$224,020.00
TOTAL:	\$300,000.00

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

211-55124-500-520-421826	\$ 21,574.00
211-55124-500-520-421840	\$ 1,500.00
211-55124-500-520-421926	\$ 27,728.00
211-55124-500-520-422126	\$ 25,178.00
211-55124-500-520-422226	\$224,020.00
TOTAL:	\$300,000.00

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager, or his designee, to execute a HOME Investment Partnership Subrecipient Agreement with Families in Crisis for the purpose of administering a Tenant-based Rental Assistance program in the amount not to exceed \$300,000.00.

DEPARTMENTAL CLEARANCES:

Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

Resolution 25-121R
Agreement
Presentation



City of Killeen

File Number: PH-25-039

Enactment Number: 25-121R

Hold a public hearing and consider a memorandum/resolution adopting revision to the City of Killeen Citizen Participation Plan (2nd Public Hearing).

DATE: July 15, 2025

TO: Kent Cagle, City Manager

FROM: Tiffanie McNair, Executive Director Community Development

SUBJECT: A public hearing consideration of a memorandum/resolution adopting revisions to the City of Killeen Citizen Participation Plan

BACKGROUND AND FINDINGS:

Pursuant to the citizen participation requirements of 24 CFR Section 91.105, the U.S. Department of Housing and Urban Development (HUD) requires a participating jurisdiction (PJ) to have an approved Citizen Participation Plan (CPP) that outlines policies and procedures for ensuring that residents have an opportunity to be fully engaged in community improvement activities. The Citizen Participation Plan provides the framework through which residents can have input and influence over proposed community development activities particularly the development, implementation, and assessment of programs as outlined in the Five-Year Consolidated Plan (CP), Annual Action Plan (AAP), Consolidated Annual Performance and Evaluation Report (CAPER), Analysis of Impediments to Fair Housing (AI), and other city administered HUD-funded programs.

As a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) entitlement funds, the City of Killeen is a designated PJ.

The first CPP was approved and adopted by the Killeen City Council in July 1988 with revisions in January 1995, April 1998, January 2011, January 2015, and April 2020; all comply with revised regulations for Community Planning and Development Programs.

The current revision to the CPP will further clarify CD staff and Community Development Advisory Committee (CDAC) responsibilities, modernize the Substantial Amendment criteria, and update other relevant information. Public Notice of the CPP comment period was published in the Killeen Daily Herald on May 18, 2025.

HUD requires that revisions to the CPP be adopted and followed by the PJ until a subsequent revision is proposed.

The first public hearing regarding the proposed CPP revision was held on June 3, 2025. The public comment period was from June 9-July 15, 2025.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Yes, as described in the Citizen Participation Plan, approved by city council.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Hold a public hearing and consider a memorandum/resolution adopting revision to the City of Killeen Citizen Participation Plan

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Citizen Participation Plan Rev. April 2020
Citizen Participation Plan Rev. 2025 Draft
Presentation

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

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 15th day of July, 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

Approved As To Form:

Holli C. Clements

Holli C. Clements
CITY ATTORNEY

Approved:

Debbie Nash-King

Debbie Nash-King
MAYOR

Attest:

Laura J. Calcote

Laura J. Calcote
CITY SECRETARY



CITY OF KILLEEN, TEXAS



CITIZEN PARTICIPATION PLAN

As Amended
Adopted - July 1988
Revised January 1995
Revised April 1998
Revised January 2011
Revised January 2015
Revised January 2018
Revised April 28, 2020

City of Killeen
Community Development Department
Killeen, TX 76541
(254) 501-7845
www.killeentexas.gov/communitydevelopment

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PREFACE

In order to receive CDBG funding, the U.S. Department of Housing and Urban Development (HUD) requires that the City of Killeen have an approved Citizen Participation Plan (CPP) that outlines policies and procedures for ensuring that residents have an opportunity to be fully engaged in community improvement activities. The Citizen Participation Plan provides the framework through which residents can have input and influence improvement activities particularly the development, implementation, and assessment of programs for the Consolidated Plan and other local HUD-funded programs. The first Citizen Participation Plan for the City of Killeen was developed by the Community Development Department under the guidance and requirements of 24 CFR Part 91.105 and complying with Section 104(a)(3) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(A)(3)). The CPP was approved and adopted by the Killeen City Council in July 1988 with revisions in January 1995, April 1998, January 2011, January 2015, and April 2020; all comply with revised regulations for Community Planning and Development Programs.

The consolidated submission process envisions that housing and community development planning and programming will be accomplished through a unified and comprehensive framework that will open new opportunities for collaboration and collective problem solving, involving all residents with citizen participation being an integral part of the City's relationship with the residents it serves. The City of Killeen encourages participation of local and regional institutions and other organizations (including businesses, developers, and community and faith-based organizations) in the process of developing and implementing the consolidated plan. The City will encourage, in consultation with the Housing Authority of Killeen [public housing agency], the participation of residents of public and assisted housing developments, along with residents of targeted revitalization areas in the process of developing and implementing the consolidated plan.

The CPP emphasizes the involvement of all residents, particularly residents of predominantly low- and moderate-income neighborhoods, minorities, and non-English speaking persons, persons with disabilities and persons residing in designated areas proposed to utilize CDBG funds.

The CPP also outlines the process through which the public can participate in the development of the consolidated plan, access general information, receive technical assistance, and to provide comments on any substantial amendments, the annual performance report, and receive timely responses to questions. The City will continue to explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in the community and neighborhoods, and the review of program performance through focus groups, and use of the Internet.

Involving the community is more than a formality or program requirement; it is the heart of the community development process. The community knows its own needs, and the advice and participation of each member of the community is essential to successful planning and implementation of community development programs. To that end, it is with great expectations that the community, its residents, and elected officials will resolve community and neighborhood concerns through the citizen participation process.

~CITY OF KILLEEN RESPONSIBILITY~

The Citizen Participation Plan is developed so as not to restrict the responsibility or the authority of the City to develop and execute its consolidated plan, annual action plans, program amendments, or performance report.

The Community Development Department (CDD) is responsible for the administration in the development and implementation of community development plans, programs, and services assisting eligible residents, sub-recipient organizations, and City Departments in obtaining and making use of the services and benefits provided by the Community Development Department. The Community Development Department, City staff will:

- Encourage residents to provide input for the Consolidated Plan (CP) and Annual Action Plans (AP) through letters, postings, and notices of such opportunities;
- Make available to all interested parties, information that includes the amount and proposed use of program funds, the estimated number of low- and moderate-income persons estimated to benefit from proposed activities, and the efforts to minimize adverse effects of any program activity on Killeen's residents, including displacement¹;
- Publish notices pertaining to the Consolidated Plan, Annual Action Plans, program/plan amendments, and the Consolidated Annual Performance Report;
- Ensure that each report, plan, or summary provides a detailed overview of each program or service's objectives, outcomes, and performance measurements in compliance with the requirements of HUD Community Planning and Development program funds; and
- Ensure compliance with all federal requirements associated with the use and expenditure of HUD Community Planning and Development program funds.

~CITIZEN PARTICIPATION COORDINATOR~

The administrative authority for the operation of Community Planning and Development programs shall rest with the office of the City Manager. The Executive Director of the Community Development Department (EDCDD) will serve as the approving office for program implementation. In order to provide consistency and a single point-of-contact, the EDCDD and staff will be responsible for insuring that the CPP is carried out and that the City's citizen participation efforts are carefully documented and monitored. The EDCDD will serve as an advisor and secretary to the Community Development Advisory Committee (CDAC), keeping minutes, contacting committee members of hearings and meetings, and providing general program information to the members on a timely basis. The EDCDD may be contacted during regular business hours at 254.501.7847, at Community Development Department offices-802 N. 2ND Street, Building E, or by electronic mail to lhinkle@killeentexas.gov. All requests for information and/or assistance will be channeled through the EDCDD.

~COMMUNITY DEVELOPMENT ADVISORY COMMITTEE~

The Killeen City Council has established a Community Development Advisory Committee to encourage the amount of citizen participation in the planning and implementation of community planning and development programs. The committee consists of ten (10) members directly appointed by the City Council who are broadly representative of all elements in the community.

¹ To minimize and mitigate the effects of displacement, the City will follow the procedures set out under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act)

Insofar as practical, the committee will include some residents of low-and moderate-income neighborhoods.

The general duties of the Community Development Advisory Committee will include:

- Conduct community-planning meetings to solicit community input from residents and stakeholders, and assess community needs;
- Assist in the assessment and determination of community needs at both citywide and neighborhood levels and in the development of realistic goals and objectives to meet these needs;
- Assist in the evaluation and recommendation of proposals from community organizations and other eligible entities requesting funding and assistance;
- Assist in the development of specific project proposals for community development in the Consolidated Plan;
- Assist in the development of goals for housing assistance by type and location, and make recommendations to the City Council;
- Assist in the monitoring of current program activities and the evaluation of past program performance; and
- Assist in the implementation of HUD Community Planning and Development programs and modifications as determined by community assessment and HUD requirements.

~PUBLIC NOTICES~

The City of Killeen publicizes information pertaining to community planning and development programs. The EDCDD is responsible for insuring timely and descriptive notices are conveyed to the community through conventional and alternative mediums including methods such as newspaper, radio, television announcements, bulletin board postings, Internet, email, web page postings, and other acceptable means of communication. The various means of communication may include:

- Posting notices at various public places frequented by low-and moderate-income persons, i.e. City Utility Collections offices, City Hall, City Public Library, area Community Centers, and at the Killeen Housing Authority, etc.
- Providing notices to social and community service agencies that assist children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons; and
- Providing notices to local and regional institutions and other organizations including businesses, developers, and community, neighborhood, civic, and faith-based organizations

Notices may incorporate measures to allow for immediate response to current and/or future declarations of disaster and emergencies whereby the use and expenditures of funding may address and the need for immediate response to a declared disaster and/or emergency. Such notices will contain community planning and development information and be published on the Internet at the City web page in advance of scheduled specific actions to be considered. As budgeting permits, publication will be in a newspaper of general circulation and daily publication primarily serving the Killeen area.

Notices published in the daily newspaper will appear in the non-legal, non-classified section of the publication. At a minimum, the notices shall be written in the English language, easily readable and include the date, time, place, and general topics to be considered.

Notices will be published in English language. Additionally, notices will be published in non-English language(s) at such time the population of persons in Killeen equal 15% or more of the total population of Killeen city [according to U.S. Census Bureau Data]. (i.e., an estimated 22.9%² of the population of Killeen is Hispanic; therefore notices will also be published in the Spanish language).

~MEETINGS~

The City will provide citizens reasonable and timely access to local meetings whether virtual or live including, but not limited to Community Development Advisory Committee Meetings, Community Planning Meetings, Town Hall Meetings, and City Council Meetings. These meetings will be typical of informal "community" meetings where attendees will be given an opportunity to participate and engage in communications on housing and community development needs including priority non-housing community development needs.

The City will require a register of all persons attending the meeting and minutes of the meeting will be recorded. A copy of the attendee register and the minutes of the meeting will be available to the public within five (5) business days after the date of the meeting.

Community Development Advisory Committee Meetings and Community Planning Meetings will be held at easily accessible locations where a large percentage of very low- and low-income persons have been identified to reside.

Because it is anticipated that representatives of the local Hispanic population will attend these meetings, the City will have a bilingual representative available, fluent in both English and Spanish languages. The City shall provide translators for non-English speaking groups (e.g. Korean) upon requests received at least 48 hours prior to the meeting.

~USE OF THE CITIZEN PARTICIPATION PLAN~

The City of Killeen will follow guidelines established in the Citizen Participation Plan and will provide for any revisions or changes in accordance to the CPP. The CPP will be made available to all citizens and in a format accessible to persons with disabilities.

GOALS OF THE CITIZEN PARTICIPATION PLAN

The goals of the Citizen Participation Plan are to:

- Identify the authority and responsibilities of the City of Killeen with regard to adherence of federal statutory, regulatory, and written guidance associated with application, receipt and use of U.S. Department of Housing and Urban Development-Community Planning and Development Programs funding;
- Ensure that development of the Consolidated Plan is responsive to the needs of Killeen's low- and moderate-income residents;

² U.S. Census bureau State & County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing. Last Revised: Thursday December 4, 2014 09:57:02 EST.

- Provide a framework for residents, and community and neighborhood-based organizations to have input in the planning implementation, coordination, and assessment of the Consolidated Plan. The CPP details the proposed use of the City's HUD funded Community Planning and Development Programs;
- Ensure maximum participation from all interested local and regional developers including Community Housing Development Organizations (CHDOs), Community Based Development Organizations (CBDOs), and Community Development Corporations (CDCs) in partnership with the City to secure decent housing, create suitable living environments and expand economic opportunities for residents of the Killeen community.

~REVISION OF THE CITIZEN PARTICIPATION PLAN~

At such time the Citizen Participation Plan requires revision, the Community Development Department will publish a notice on its Internet web site. The notice will indicate that the Citizen Participation Plan has been revised, identify how a copy of the document may be obtained, and invite public comments.

Unforeseen events, emergency situations, and declarations of disaster requiring revisions to the CPP will provide a public review/comment period for a minimum of five (5) days. Citizens will have 5 days to review the amended CPP and submit comments to the City of Killeen through the Community Development Department otherwise the public review/comment period will be for fifteen (15) days. All citizen comments will be maintained on file. Upon request, arrangements will be made to accommodate requirements for persons with disabilities to access the amended CPP.

~PUBLIC HEARINGS~

The EDCDD will initiate, schedule and publicize any public hearings pertaining to the receipt, use, and expenditure of HUD Community Planning and Development program funds. A minimum of two (2) public hearings, per year, will be conducted in the program year to obtain citizens' views and to respond to proposals and questions. Together, the hearings will address housing and community development needs, development of proposed activities, and review of program performance. At least one of the hearings will be held before the proposed consolidated plan is published for comment.

Public hearing notices may incorporate measures to allow for immediate response to current and/or future declarations of disaster and emergencies whereby use and expenditures associated with allocations and receipt of funding provided by the U.S. Department of Housing and Urban Development (HUD) will require statutory and regulatory requirements to address an immediate response to the declared disaster and/or emergency. This type of public hearing notice will be published on the Internet at the City web page in advance of the public hearing date, otherwise public hearing notices will be published in accordance with the PUBLIC NOTICES section of this plan. All public hearing notices will include sufficient information about the subject of the hearing. Public Hearings notices will be published on the Internet at the City web page in advance of the public hearing date.

Public Hearings will be held primarily in City Council Chambers, 101 N. College Street, Killeen, Texas. Public Hearings required to address immediate response to current and/or future declarations of disaster and emergencies may be held by “virtual” means using live streaming video, audio, and/or text to allow people, regardless of their location, to receive and comment on information and data in real-time without being physically located together. Citizens will be provided reasonable notification of and access to public hearings as relevant information permits.

In the case of public hearings where significant number of non-English speaking residents can be reasonably expected to participate, the City shall have a person fluent in both English and the non-English language. Requests for accommodations for persons with disabilities or persons requiring language translation shall be met providing a minimum of 48 hours’ notice prior to the date and time of the hearing.

Public hearings will be held primarily after 5:00 PM to accommodate persons who work during the day.

~TECHNICAL ASSISTANCE~

The City of Killeen will provide technical assistance to all interested persons/parties so they may adequately participate in the planning, implementing, and assessing of community development programs. Technical assistance will also be available for assisting community organizations serving low- and moderate-income persons or that provide services in target areas in developing their proposals for HUD-CPD funded programs.

Technical assistance will include review and analysis of proposals by City staff specialists, the use of public meeting rooms, and access to program information. Technical assistance may be offered as one-on-one sessions, group training, or at community meetings and/or workshops. If staff capability does not exist to handle a request within a reasonable time period or an expenditure of funds is required, then the request will be routed through the City Manager to determine what action can be taken to more expeditiously resolve the issue.

~THE CONSOLIDATED PLAN AND ANNUAL ACTION PLANS~

Development of the Consolidated Plan

Every three to five years the City will submit to HUD, a strategic plan of action describing local housing and community conditions, general and geographical priorities including the rationale for establishing priorities, identification of obstacles to meeting underserved needs, a summarization of specific objectives and expected outcomes addressing-affordable housing, public housing, homelessness, other special needs of categorized persons, non-housing community development needs, neighborhood revitalization, anti-poverty strategy, the institutional structures and its strengths and weaknesses in its delivery system. Local resources and coordination of those resources, and the lead agency or entity responsible for overseeing the development of the plan will be identified and the significant aspects of the process by which the consolidated plan was developed. The Consolidated Plan will also identify the agencies, groups, organizations, and others who participated in the development process, a description of the City’s consultations

with social service, health, housing, child services, and other entities, and a concise summary of the citizen review process and public comments.

Development of Annual Action Plans

In accordance with the requirements of the Consolidated Plan (CP), annually, the City will submit a concise summary of objectives and expected outcomes of proposed activities that the jurisdiction will undertake during the next year to address priority needs and objectives identified in the Consolidated Plan. The Annual Action Plan (AP) will also include an evaluation of past performance, geographic distribution of available resources, consultation efforts, and a summary of citizen participation.

At a minimum, the planning and development of the Consolidated Plan and Annual Action Plans will include:

Notice of Community Planning Meetings. A notice of community planning meetings, to be conducted at designated locations, will be published in the local daily newspaper and on the Internet at the City's web page. These meetings will be conducted by the Community Development Advisory Committee and the EDCDD to provide program information and to offer technical assistance to citizens, community organizations, and other eligible entities. The notice will be published at least seventy-two hours (72) hours / three (3) calendar days in advance of the meeting(s) in the non-legal section of the local newspaper and at least three (3) days in advance on the Internet at the City's Community Development Department Community Planning Meetings web page. The notice will contain:

- Information on program funds made available from the U.S. Department of Housing and Urban Development-Community Planning and Development programs;
- The scheduled date, time, location, and general topics of discussion for the meetings; and
- The notice will be published in other non-English languages as described in the Public Notices section of this plan.

Accessible Meeting Materials. General information will be provided at the meeting either in the form of a brochure/handout or in an audio-visual presentation of program and meeting content. The City will use such means as signing interpretation for deaf persons, non-English language interpreters, and large print materials for sight impaired persons. Such material will include:

- The anticipated amount of HUD Community Planning and Development Program funds;
- The summary of requirements and the type of activities that may be undertaken including the type of activities previously funded in Killeen;
- The processes to be followed in the application/proposal process;
- The role of citizens in the planning process;
- The schedule of meetings and hearings associated with the Consolidated Plan and Action Plans

Location of Community Planning Meetings. The community planning meetings will be held throughout the City in locations easily accessible by low- and moderate-income persons, and to interested groups, and organizations.

Project Proposal/Application.

The Community Development Department is responsible for development of an annual project proposal/application. The proposal/application will aid City staff and CDAC in the review and recommendation of eligible activities [projects, programs, or services] to be funded by the HUD-CPD programs. The proposal submittal will be open for a period not less than thirty-days. The CDD will provide applicants with technical assistance in completing the proposal/application.

Any oral project suggestions during planned meetings will be followed by encouragement to submit written project proposals.

Committee Review and Recommendation of Proposals. Upon the close of the proposal/application period, the Community Development Advisory Committee will meet, receive presentations from proposal applicants, discuss, and rank/prioritize the eligible projects submitted based on the priority needs expressed in the Community Planning Meetings and consistent with established goals and objectives identified by community stakeholders. The CDAC will then submit their recommendation to the Killeen City Council during two public hearings.

Review and Recommendation Associated With Response to Emergencies, Declarations of Disaster. Measures requiring immediate response to emergencies or declarations of disaster will be guided by the U.S. Department of Housing and Urban Development, or other fund source, to immediately address a response to an emergency, disastrous/catastrophic condition, or other such situation that requires protection, preparation and prevention of a potentially disastrous/catastrophic condition from occurring. The Killeen City Manager and/or his/her designee and the EDCDD will discuss proposed uses that will, to the greatest extent feasible, offer relief to the affected residents and the Killeen community.

Public Hearings. Following the community planning meetings and the annual request for proposals, the City Council will hold two public hearings to consider and review the recommendations from the CDAC and to hear citizen comments pertaining to these recommendations. At these public hearings, citizens and community organizations will be given the opportunity to present their proposals to the City Council for final consideration.

During the public hearings, citizens are invited to comment on the proposed plan(s) and provide comments or views in writing, or orally; a summary of these comments or views shall be attached to the submission to HUD.

Following the first public hearing, the EDCDD will prepare a notice of the proposed Action Plan of community development objectives and a summary of the proposed strategy detailed in the Consolidated Plan, and publish the notice in the local daily newspaper and on the Internet at the City's web page opening a 30-day public comment period. The notice will advise interested parties that a copy of the proposed action plan is on the Internet, at the "in this section" of the City's Community Development Department web page and on file in the Community Development Department office for public review. It will state that interested parties may submit any comments on the proposed action plan or Consolidated Plan for consideration prior to the final (second) public hearing and those comments shall be directed to the Executive Director of the Community Development Department. A summary of the public comments will be attached to the final version of the Annual Action Plan, Consolidated Plan, or such amendments to those plans.

Upon hearing any public comment and after consideration of these comments, the City Council may modify the proposed plan(s) if deemed appropriate. The City Council will adopt the plan(s) or amendments [as applicable] through an official Ordinance. Any additional public comments received will be included in the final plan(s) or amendment(s) submission to HUD.

Notice of Final Plan(s)/Amendment(s). Upon submission of the final plan(s) or amendment(s) and subsequent acceptance by HUD, the EDCDD will prepare and publish a notice advising interested parties where copies of such plan(s) or amendment(s) are available for public view.

The notice will indicate that objections can be filed with the City in the Community Development Department office. The DCDD will provide a written response to the complaint or objection within fifteen (15) business days of receipt of such complaint or objection.

Program Implementation. The Community Development Department will implement the approved projects with the applicant/sub-recipient entities for the program year. Periodically the EDCDD will meet with the CDAC, interested citizens, community agencies and other entities for the purpose of reviewing the overall status of projects and to consider and approve necessary changes in the program. All meetings will be open to the public and the status of approved projects will be discussed to allow citizens and interested groups an opportunity to voice concerns. Notice of these meetings shall be given in the same manner as other City appointed boards, commissions, and committee meetings.

~PERFORMANCE REPORT~

The Consolidated Annual Performance and Evaluation Report (CAPER) is submitted to HUD not later than ninety (90) days following the end of each program year, or as allowed by the funding authority due to emergency and or disastrous/catastrophic situations.

This report summarizes resources available, investment, affordable housing initiatives and accomplishments, geographic areas targeted for implementation, households assisted, household renters assisted through Public Housing administrators, assisted homeless persons, intergovernmental cooperation, public housing improvements and resident initiatives, public policies, lead based paint hazard reductions, fair housing, institutional structure, assessment of annual performance and summary of citizen comments.

Prior to the submission of the report to HUD, the City will publish a public notice soliciting citizen comment for a period of fifteen (15) days. Submission(s) due to HUD in situations of emergency, current and/or future declarations of disaster will be published for citizen comment for a period as allowed by statutory and regulatory requirements of the funding source.

Citizens may view the proposed report at Community Development Department offices or on the Internet at the City of Killeen Community Development Department web page.

Comments or views received pertaining to the development and contents of the report will be considered by the City and shall be included in the submission of the report to HUD. The final report will be available on the Internet at the City's Community Development Department web page and at the Community Development Department offices.

~DISPLACEMENT~

The City of Killeen does not anticipate the displacement of persons, as defined in Code of Federal Regulations Section 470.612(a) (24 CFR Section 470.612(a)), as a result of its activities during the development of the Consolidated Plan or Annual Action Plans however, should displacement occur as a result of community development programs, the City of Killeen will minimize and mitigate the effects of displacement by following the procedures set out under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

When displacement is unavoidable, the EDCDD will notify the affected residents in writing informing them of the types of services available for displacement in accordance with the Uniform Act.

In the event that an affected resident disagrees with the need for displacement, the resident may file a written appeal with the Community Development Department Executive Director.

~AMENDMENTS~

The City is required to amend the Annual Action Plan or Consolidated Plan whenever it adds or deletes projects during the program year or substantially changes the purpose, scope, location, or beneficiaries of an activity. Amendments include changes in objectives, goals, strategies, resources available, etc. Reprogramming of funds may be necessitated by cost overruns, unforeseen circumstances, or low bids.

The CDD has identified the following criteria for what constitutes a substantial change or amendment in the planned or actual activities of the Consolidated Plan or Annual Action Plan:

- PURPOSE** When the purpose of a project/program/activity is redesigned because of a significant change in how the funds will be used or the inclusion of a funding component not previously described in the Consolidated Plan or Annual Action Plan.

- SCOPE/BUDGET** When the scope or a monetary change, of a project/program/activity, by an increase to the budget equal to 25% or more [from the originally approved allocation] and not previously described in the Consolidated Plan or Annual Action Plan.

- LOCATION** When the location of a project/program/activity is changed from the original site(s)/location(s) and not previously described in the Consolidated Plan or Annual Action Plan.

- BENEFICIARIES** When the beneficiary population is changed from the original type [limited clientele to area benefit, seniors to children, job benefit to housing, etc.] and not previously described in the Consolidated Plan or Annual Action Plan.

Such amendments will be presented to the Community Development Advisory Committee at any of the regular or special called meetings of that committee. Following this meeting, the CDAC will submit its recommendation to the City Council on the program amendment. The City of Killeen will also consider written comments or views submitted by citizens in the preparation of a substantial amendment to the Consolidated Plan. The proposed amendment will be published in accordance with the PUBLIC NOTICES section in this plan for a citizen review period of for thirty (30) days. In the event of declared emergency situations or current and/or future declarations of disaster the proposed amendment will be published for five (5) days. The City Council will act on the proposed amendment at a City Council Meeting in which proper notice of program amendment has been given.

~ACCESS TO RECORDS~

The City of Killeen will provide timely access to information and records relating to the City's Consolidated Plan and use of funding under the HUD-CPD programs covered in the Plan from the preceding five years to citizens, public agencies and other interested parties. Information will be requested through the Community Development Department.

The request will be processed in accordance with the City of Killeen Open Records Requests policy and the Texas Open Records Act, V.T.C.A., Government Code, § 551.001 *et seq.*

~AVAILABILITY TO THE PUBLIC~

Copies of the Consolidated Plan and Annual Action Plans, as adopted, any substantial amendments, and the Consolidated Annual Performance Evaluation Report will be available to the public on the Internet at the City's Community Development Department web page and in hardcopy at the Community Development Department office at 802 N. 2nd Street, Building E, Killeen, Texas 76541.

~COMPLAINTS~

Complaints about the Community Planning Meetings, Meetings, Public Hearings, the Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report may be submitted in writing to the Community Development Department Executive Director. Written complaints may be filed at:

City of Killeen
Director of Community Development Department
P.O. Box 1329
Killeen, Texas 76540-1329

Each complaint will receive a written response within fifteen (15) business days of receipt. The EDCDD will make every attempt to resolve the complaint in a timely manner. The Community Development Department will maintain a log of all complaints and responses for a period of five (5) years.

In the event the complaint is not satisfied, the plaintiff may request submittal and resolution to the next level of management (the Assistant City Manager-External Services, the City Manager, and then the City Council.) Every level of management will make every effort to equitably resolve a complaint.



KILLEEN
TEXAS

Citizen Participation Plan

Revised
July 15, 2025

City of Killeen
Department of Community Development
802 N. 2nd Street, Building E
Killeen, TX 76541
www.killeentexas.gov

CITY OF KILLEEN CITIZEN PARTICIPATION PLAN

I. Background

Participating Jurisdictions (PJs) that receive U.S. Department of Housing and Urban Development (HUD) entitlement grant funds must develop a Citizen Participation Plan (CPP). The CPP describes efforts that will be undertaken to encourage community members to participate in the development of the City's federal reports: Assessment of Fair Housing/Analysis of Impediments (AFH/AI/AI), Consolidated Plan (CP), Annual Action Plan (AAP), and the Consolidated Annual Performance and Evaluation Report (CAPER).

The CPP is designed to encourage the participation of city residents in the development of the federal reports listed above, particularly those residents who are predominantly low- and moderate-income. For purposes of CDBG funding, a resident is considered to be low-income if their family income equals 50% or less of area median income (AMI), as estimated by HUD. A person is considered to be moderate-income if their household income is between 50% and 80% of AMI. Predominately low-to moderate-income neighborhoods are defined as any neighborhood where at least 51% of the residents have incomes equal to or below 80% of the AMI for any given year. The determination of whether a neighborhood meets the low-to moderate income definition is made by the City at the time a project of area-wide benefit is funded based on current data provided by HUD.

Any person that resides in the City of Killeen is encouraged to provide input about the federal reporting process as outlined in this CPP. The City takes appropriate actions to encourage the participation of persons of minority backgrounds, persons with limited-English proficiency, and persons with disabilities.

The City of Killeen is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. The City of Killeen does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs and activities.

The City of Killeen also encourages participation of local and regional institutions and other organizations (including businesses, developers, and community and faith- based organizations) in the process of developing and implementing the Consolidated Plan and related reports. The City will encourage, in consultation with the Killeen Housing Authority, the participation of residents of public and assisted housing developments, along with residents of targeted revitalization areas in the process of developing and implementing the consolidated plan.

The City of Killeen considers it the right of all Killeen's residents to have the opportunity to provide input and comment on the use of public funds and the community's needs related to affordable housing and community and economic development.

II. Purpose

Pursuant to the citizen participation requirements of 24 CFR Section 91 .105 and 24 CFR Part 5, the City of Killeen sets forth the following amended Citizen Participation Plan as it relates to the administration of the Community Planning and Development (CPD) programs funded by

the U.S. Department of Housing and Urban Development (HUD). The Citizen Participation Plan presents the City's plan for providing for and encouraging all citizens to participate in the development, revision, amendment, adoption, and implementation of:

- 1) The Citizen Participation Plan
- 2) The Assessment of Fair Housing/Analysis of Impediments (AFH/AI)
- 3) The Consolidated Plan (CP)
- 4) The Annual Action Plan (AAP)
- 5) The Consolidated Annual Performance and Evaluation Report (CAPER), and
- 6) Substantial Amendment to the CP or AAP.

The purpose of programs that are covered by this CPP is to improve the Killeen community by providing: decent housing, a suitable living environment, and growing economic opportunities – all principally for low- and moderate- income households.

This document outlines how members of the Killeen community may participate in the six planning areas listed above. General requirements for all or most activities are described in detail in "Section x. General Requirements" of the CPP. The CPP is developed so as not to restrict the responsibility or the authority of the City to develop and execute its consolidated plan, annual action plans, consolidated annual performance and evaluation report, or amendments.

III. HUD PROGRAMS

The City of Killeen receives two (2) entitlement grants from HUD, to help address the City's affordable housing, community and economic development needs. The two (2) grant programs are described below:

1. ***Community Development Block Grant Program (CDBG)***: Title I of the Housing and Community Development Act of 1974 (PL 93-383) created the CDBG program. It was reauthorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic development opportunities for persons of low-and moderate income.

The City develops locally defined programs and funding priorities for CDBG, but activities must address one or more of the national objectives of the CDBG program. The three national objectives are: (1) to benefit low- and moderate- income persons; (2) to aid in the prevention or elimination of slums or blight; and/or (3) to meet other urgent community development needs. The City of Killeen's CDBG program emphasizes activities that directly benefit low- and moderate-income persons.

2. ***HOME Investment Partnerships Program (HOME)***: HOME was introduced in the Cranston- Gonzalez National Affordable Housing Act of 1990 and provides funding for housing rehabilitation, new housing construction, acquisition of affordable housing, and tenant-based rental assistance. A portion of the funds (15 percent) must be set aside for community housing development organizations (CHDOs) that are certified by the City of

Killeen.

IV. PROGRAM YEAR/FISCAL YEAR

The City of Killeen's program/fiscal year begins October 1 and ends September 30.

V. LEAD DEPARTMENT

A. COMMUNITY DEVELOPMENT DEPARTMENT

The Community Development Department (CDD), specifically, the Community Development Division, is designated by the Killeen City Council as the single point of contact for HUD, and is the lead department for CDBG and HOME grant programs.

The CDD is responsible for developing the CP, AAP, CAPER, and program/plan amendments, as well as revisions to the CPP. The CDD coordinates with Killeen Housing Authority (KHA), boards and other community agencies to develop these documents.

Additionally, CDD is responsible for the administration and implementation of community development plans, programs, and services assisting eligible residents, sub-recipient organizations, and City Departments in obtaining and making use of the services and benefits provided by the CDD. The CDD staff will:

- Encourage residents and community stakeholders to assess community needs and provide input for the AFH/AI/AI, CP, AAP, CAPER, and SA by conducting community planning meetings, soliciting feedback through written comments, postings, and public notices of such opportunities.
- Make available to all interested parties, information that includes the amount and proposed use of program funds, the estimated number of low- and moderate-income persons estimated to benefit from proposed activities, and the efforts to minimize adverse effects of any program activity on Killeen's residents, including displacement.
- Publish notices pertaining to the CP, AAP, program/plan amendments, and the CAPER.
- Ensure that each report, plan, or summary provides a detailed overview of each program or service's objectives, outcomes, and performance measurements in compliance with the requirements of HUD Community Planning and Development program funds.
- Ensure compliance with all federal requirements associated with the use and expenditure of HUD CPD program funds.

B. EXECUTIVE DIRECTOR OF COMMUNITY DEVELOPMENT

The administrative authority for the operation of City of Killeen CPD programs shall rest with the office of the City Manager. The Executive Director of the Community Development (EDCD) will serve as the approving office for program implementation.

The Executive Director of Community Development:

- Will serve as an advisor and secretary to the Community Development Advisory Committee (CDAC), keeping minutes, contacting committee members of hearings and meetings, and providing general program information to the CDAC members.
- May designate the Community Development Division to fulfill secretarial duties for CDAC.

VI. COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The Killeen City Council has established a Community Development Advisory Committee (CDAC) to encourage citizen participation in the planning and implementation of community planning and development programs. The committee consists of ten (10) members directly appointed by the City Council who are broadly representative of all elements in the community. Insofar as applicable, the committee will include residents of low and moderate-income areas.

The general duties of the Community Development Advisory Committee will include:

- Attendance of a minimum of one (1) in community-planning meetings to solicit community input from residents and community stakeholders, and assess community needs;
- Assist in the assessment and determination of community needs at both citywide and neighborhood levels and in the development of realistic goals and objectives to meet these needs.
- Assist in the evaluation of proposals from community organizations and other eligible entities requesting funding and make recommendations to the Killeen City Council for awarding funds based on community needs and priorities.
- Assist in the development of specific project proposals for community development in the Consolidated Plan.
- Assist in the development of goals for housing assistance by type, location, and make recommendations for such to the Killeen City Council.
- Assist in the implementation of HUD Community Planning and Development programs and modifications as determined by community assessment and HUD requirements.

The Killeen City Council may, at its sole discretion, modify, accept, or reject CDAC recommendations for award allocations.

VII. PLANNING ACTIVITIES SUBJECT TO CITIZEN PARTICIPATION PLAN

A. CITIZEN PARTICIPATION PLAN

Amendments to the Approved Citizen Participation Plan

The City of Killeen will follow guidelines established in the Citizen Participation Plan and will provide for any revisions or changes in accordance with the CPP. The CPP will be made available to all citizens including in a format accessible to persons with disabilities as requested.

The City will review the Citizen Participation Plan (CPP) at least every five years as part of the Consolidated Planning process to determine if enhancements or modifications are needed; if changes are necessary, CDD staff will draft them, and the amended CPP will be made available for public review for not less than 15 days prior to City consideration and adoption, which may occur concurrently with the public review and comment process for the Consolidated Plan (CP).

1. After reasonable notice, the proposed revisions will be available to the public for not less than 15 days for written comment.
2. The City Council shall hold a public hearing to receive oral public comments on the proposed change.
4. If approved by Killeen City Council, the CPP will be available at Killeen City Hall (City Secretary Office), Community Development Department, and the Community

Development Department webpage (www.killeentexas.gov/289/Community-Development).

Public Notice of CPP Amendment

The Community Development Department will publish a notice in the local newspaper, on its webpage and other city online platforms. The notice will indicate that the Citizen Participation Plan has been revised, identify how a copy of the document may be obtained, and invite public comments.

1. Amendment Considerations

The City will amend the Citizen Participation Plan, as necessary, to ensure adequate engagement and involvement of the public in making decisions related to its HUD programs. Substantial amendments to the Citizen Participation Plan may be required should a provision of the Plan be found by the City to conflict with HUD regulations, or when changes in HUD regulations occur. Edits to the Plan that only include updated contact information or editorial changes for clarity will not be released for public review and comment.

2. Draft Plan Review

The draft Amended Citizen Participation Plan will be made available for public review for a period of not less than 15-days prior to City consideration and adoption, and may be done concurrently with the public review and comment process for the CP.

a. Emergency Plan Review

Unforeseen events, emergency situations, and declarations of disaster requiring revisions to the CPP will provide a public review/comment period for a minimum of five (5) days. Citizens will have 5 days to review the amended CPP and submit comments to the City of Killeen through the CDD.

b. Comments Received on Draft Amended Citizen Participation Plan

Written comments will be accepted by the ED CD, or a designee, during the public review period. A summary of all written comments and those received orally during the public hearing, as well as the City's responses to all written comments, will be attached to the Amended Citizen Participation Plan prior to submission to HUD.

All citizen comments will be maintained on file for 5 years. Upon request, arrangements will be made to accommodate requirements for persons with disabilities to access the amended CPP.

B. ASSESSMENT OF FAIR HOUSING. The Assessment of Fair Housing/Analysis of Impediments (AFH/AI) is a planning document prepared in accordance with HUD regulations at 24 CFR 91.105 and 24 CFR 5.150 through 5.166, which became effective June 30, 2015. This AFH/AI/AI includes an analysis of fair housing data, assesses fair housing issues and contributing factors, and identifies the City's fair housing priorities and goals for affirmatively furthering fair housing.

- 1. Stakeholder Consultation and Outreach.** In the development of the AFH/AI, the City will consult with other public and private agencies including, but not limited to, the following:

- Local public housing authority.
- Other assisted housing providers.
- Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes
- Community-based and regionally based organizations that represent protected class members and organizations that enforce fair housing laws.
- Government and non-government agencies involved in county-wide planning and transportation responsibilities.
- Financial and lending sector partners.
- Organizations that specialize in resilience and disaster recovery.
- Individual contributors.

A variety of mechanisms may be utilized to solicit input from these entities. These could include telephone or personal interviews, mail surveys, internet-based feedback and surveys, focus groups, and/or consultation workshops.

2. **Publishing Data.** City staff shall make any proposed analysis and the relevant documents, including the HUD-provided data and any other data to be included in the AFH/AI, available to the public in a manner that affords diverse residents and others the opportunity to examine the content.
3. **Public Display and Comment Period.** The draft AFH/AI will be placed on display in physical and online form for a period of no less than 30 calendar days to encourage public review and comment. The public notice shall include a brief summary of the content and purpose of the draft AFH/AI, the dates of the public display and comment period, the locations where copies of the proposed document can be examined, how comments will be accepted, and the anticipated submission date to HUD, as applicable

The draft AFH/AI will be made available at Killeen City Hall (City Secretary Office, Community Development Department, Killeen Public libraries, community/senior centers, and on the Community Development Department's webpage (www.killentexas.gov/289/Community-Development)). In addition, upon request, federal reports will be provided in a form accessible to persons with disabilities.

4. **Comments Received on the Draft Assessment of Fair Housing/Analysis of Impediments.** Comments will be accepted by the City contact person, or a designee, during the 30-day public comment period. The City will consider any comments or views received in writing, or orally during public hearings. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, will be attached to the final AFH/AI for submission to HUD, as applicable.
5. **Submission to HUD.** All written or oral testimony will be considered in preparation of the final AFH/AI. The AFH/AI will be submitted to HUD 60 days before the Consolidated Plan is due.
6. **Revisions to AFH/AI.** A HUD-accepted AFH/AI must be revised and submitted to HUD for review when either of the following situations occurs:

- a. A material change occurs. A material change is one that both;
 - i) impacts the circumstances in the City which may include natural disasters, significant demographic changes, new significant contributing factors, and civil rights findings and,
 - ii) causes alterations to the AFH/AI's analyses, contributing factors, priorities, and/or goals.
- b. The City receives a written notification from HUD specifying a material change.

Whenever a revision to the Assessment of Fair Housing/Analysis to Impediments is proposed, the revision will be available for public comment for a period of thirty (30) days before submission to HUD, as applicable. A revision to the Assessment of Fair Housing/Analysis of Impediments will not be implemented until the conclusion of the 30-day public comment period. A summary of all comments or views received in writing, or orally during the comment period will be attached to the revision upon submission to HUD.

C. CONSOLIDATED PLAN. Every three to five years, the City will submit a Consolidated Plan to HUD that describes local housing and community conditions; establishes general and geographic priorities along with the rationale for those priorities; identifies obstacles to meeting the needs of underserved populations; and summarizes specific objectives and anticipated outcomes. The Plan will address affordable housing, public housing, homelessness, special needs populations, non-housing community development needs, neighborhood revitalization, and anti-poverty strategies. It will also outline the institutional structure, including strengths and weaknesses in the service delivery system, identify available local resources and how they are coordinated, name the lead agency responsible for overseeing the Plan, and describe the significant elements of the planning process.

Community member participation is an essential component in the development of the Consolidated Plan, including amending the plan as well as reporting on program performance. Consultations, public hearings, community meetings, surveys and opportunities to provide written comment are all a part of the strategy to obtain community member input. The City will make special efforts to encourage the participation of all community members including minorities, the non-English speaking population, and persons with disabilities. Actions for public participation in the Consolidated Plan follow:

1. ***Consultations with Other Community Institutions.*** In developing the Consolidated Plan, the City will identify and consult with public and private agencies, both for-profit and non-profits that either provide or have direct impact on the broad range of housing, health, and social services needed by Killeen residents. Consultations may take place through meetings, committees, or other means with which to coordinate information and facilitate communication. The purpose of these meetings is to gather information and data on the community and economic development needs of the community. The City will seek specific input to identify the needs of persons experiencing homelessness or at -risk of homelessness, persons with disabilities, and other special populations.
2. ***Utilize Quantitative and Qualitative Data on Community Needs.*** City staff shall review relevant data and conduct necessary evaluation and analysis to provide an accurate assessment of community needs and priorities on which to base strategic recommendations.

3. **Public Hearings.** There will be a minimum of two (2) public hearings at two different stages of the program year before the City of Killeen Council to obtain citizens' views and to respond to proposals and questions. At least one of these hearings shall held before the proposed consolidated plan is published for comment. Together, the hearings will address housing and community development needs, development of proposed activities, and review of program performance.

Public Hearings will primarily be held in the City Council Chambers at 101 N. College St., Killeen, Texas. In response to current or future disasters or emergencies, hearings may be conducted virtually via live video, audio, or text to ensure real-time public access and participation. Notices and access details will be provided in a reasonable timeframe.

Public hearings will be held primarily after 5:00 PM to accommodate persons who work during the day.

4. **Written Comments.** Based on public input and quantitative analysis, City staff will prepare a draft Consolidated Plan, which includes proposed allocations of first-year funding. A period of no less than 30 calendar days will be provided to receive written comments on the draft Consolidated Plan. The draft plan will be made available at Killeen City Hall, Killeen public libraries, public housing authorities, community centers, at the Community Development Division's office, and on the Community Development Department website (www.KilleenTexas.gov/289/Community-Development). In addition, upon request, federal reports will be provided in a form accessible to persons with disabilities.
5. **Final Action on the Consolidated Plan.** All written or oral comment provided will be considered in preparing the final Consolidated Plan. A summary of comment received, and the City's reasons for accepting or not accepting the comments must be included in the final document. The City Council will consider these comments, CDAC recommendations, and the recommendations of the City Manager before taking final action on the Consolidated Plan. Final action by the City Council will occur at the close of the second City Council public hearing on the draft plan. When approved by City Council, the Consolidated Plan will be submitted to HUD by no later than August 15 each year.

D. ONE-YEAR ACTION PLAN. Each year the City must submit an Annual Action Plan (AAP) to HUD, reporting on how that year's funding allocation for the two (2) HUD entitlement grants will be used to achieve the goals outlined in the Consolidated Plan.

1. City staff will gather input from community members and from community consultations to prepare the draft Annual Action Plan and report progress on the Fair Housing Action Plan (as applicable).
2. There shall be two public hearings to receive community member input on the community needs, including funding allocations. One public hearing shall be before the proposed AAP is published for comment.
3. City staff will gather public input and statistical data to prepare the draft Annual Action Plan. A draft Annual Action Plan will be available for not less than 30 days for public comment after reasonable notice to the public is given.
4. During this comment period, the EDCD shall receive public comments on the draft Annual

Action Plan and Consolidated Plan.

5. The CDAC will be given the opportunity to make recommendations to the City Council prior to its final action.

Final Action on the Annual Action Plan. All written or oral comment provided will be considered in preparing the final Annual Action Plan. A summary of comment received, and the City's reasons for accepting or not accepting the comments must be included in the final document. The City Council will consider these comments, CDAC recommendations, and the recommendations of the City Manager before taking final action on the Annual Action Plan. Final action by the City Council will occur at the close of the second City Council public hearing on the draft plan. When approved by City Council, the Annual Action Plan will be submitted to HUD by no later than August 15 each year.

E. SUBSTANTIAL AMENDMENTS TO CONSOLIDATED/ACTION PLAN. Recognizing that changes during the year may be necessary to the Consolidated Plan and Annual Action Plan after approval, the Citizen Participation Plan allows for "substantial amendments" to plans. These "substantial amendments" apply only to changes in CDBG funding allocations. Changes in funding allocation for the HOME program received by the City of Killeen is not required to secure public review and comment. The CPP defines a substantial amendment as:

The addition or deletion of projects during the program year or substantially changes the purpose, scope, location, or beneficiaries of an activity. Amendments include changes in objectives, goals, strategies, resources available, etc. Reprogramming of funds may be necessitated by cost overruns, unforeseen circumstances, or low bids.

The CDD has identified the following criteria for the requirement of a substantial change or amendment in the planned or actual activities of the Consolidated Plan or Annual Action Plan:

1. **Purpose:** When the purpose of a project/program/activity is redesigned because of a significant change in how the funds will be used or the inclusion of a funding component not previously described in the Consolidated Plan or Annual Action Plan.
2. **Scope/Budget:** When the scope or a monetary change, of a project/program/activity, by an increase to the budget equal to 25% or more from the originally approved allocation and not previously described in the Consolidated Plan or Annual Action Plan.
3. **Location:** When the location of a project/program/activity is changed from the original site(s)/location(s) and not previously described in the Consolidated Plan or Annual Action Plan.
4. **Beneficiaries:** When the beneficiary population is changed from the original type [limited clientele to area benefit, seniors to children, job benefit to housing, etc.] and not previously described in the Consolidated Plan or Annual Action Plan.

In the event of a proposed substantial amendment to the governing Consolidated Plan or Annual Action Plan:

1. CD staff will present the proposed substantial amendment to the CDAC at a regular or special called meeting of that committee.

2. CD staff will draft the amendment and publish a brief summary of the proposed substantial amendment(s) and identify where the amendment(s) may be viewed.
3. After reasonable notice, there will be a written public comment period for not less than 30 days.
4. During the 30-day comment period, the City Council shall receive oral comments in public hearings.
5. There shall be two public hearings to receive community member input on the community needs, including funding allocations. One public hearing shall be before the proposed AAP is published for comment.
6. The CDAC will be given the opportunity to make recommendations to City Council prior to its final action.
7. Final action by the City Council will occur at the close of the second City Council public hearing on the draft substantial amendment. If approved by City Council, the substantial amendment will be submitted to HUD within 15 business days.

Disaster Response and Recovery Funds

In the event of a declared emergency situations, or current and/or future declarations of disaster, it may be necessary for the City to apply for new emergency grant funding from HUD, such as CDBG-Disaster Recovery grants, or any other grants issued to jurisdictions in the event of a disaster which requires an urgent response to address the needs of the community.

In order to expedite the distribution of emergency funding during a disaster response situation the City Council, City Manager, or HUD may determine it is necessary to waive certain substantial amendment provisions described in Section VII(E) or certain General Requirements Provisions described in Section E. Any such waiver is subject to the requirements of the respective emergency funding appropriation. The proposed substantial amendment will be published for five (5) days.

The City Council will act on the proposed amendment at a City Council Meeting in which proper notice of program amendment has been given.

The criteria HUD used to qualify local "urgent needs" (e.g., events of "particular urgency" because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available) can be found at 24 CFR 570.483(d). To comply with the national objective of meeting community development needs having a particular urgency, a project must alleviate existing conditions which:

1. Pose a serious and immediate threat to the health and welfare of the community;
2. Are of recent origin or recently became critical within 18 months preceding the certification by the grantee;
3. Are unable to be financed by the City on its own; and
4. Other funding resources are not available to completely carry out the activity.

In the event of a disaster that requires a response to address local urgent needs, the City will:

1. Notify HUD at least five (5) days before implementing changes or amendments to the Consolidated Plan and/or Action Plan; and
2. Make reasonable efforts to provide the public opportunity to comment on

changes and amendments to the Consolidated Plan and/or Annual Action Plan.

These actions do not require the City to comply with all of the substantial amendment provisions related to the citizen participation requirements described in Section VII(E) or all of the General Requirements Provisions described in Section X.

HUD Waiver Process

Upon determination of good cause, HUD has the authority to waive certain regulatory provisions of the CDBG and HOME programs subject to statutory limits. The City reserves the right to submit waiver notifications to HUD when expedited assistance is offered through programs covered by the Consolidated Plan. Following completion of a waiver process as determined by HUD, the City may carry through actions as prescribed by the approved waiver determinations authorized by HUD.

VIII. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER).

The City is required to submit annually by December 30th, a CAPER to HUD that describes the City's progress in meeting the goals in the Consolidated Plan.

1. CD staff prepares the draft CAPER.
2. After reasonable notice is provided, the CAPER is available for not less than 15 days for written public comment.
3. The City Council shall hold a public hearing to receive oral public comments on the CAPER.
4. The final CAPER and public comments will be submitted to HUD.
5. The CAPER will be available at Killeen City Hall (City Secretary Office), Community Development Department, and the Community Development Department webpage (www.killeentexas.gov/289/Community-Development).

IX. GENERAL REQUIREMENTS

The City of Killeen is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. The City of Killeen does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities.

In the event of a disaster which requires an urgent response to address the needs of the community as described in the Disaster Recovery and Response section, the City will make reasonable efforts to provide the public opportunity to comment on federal reports.

1. **Public Hearings.** Public hearings before the Killeen City Council will be advertised in accordance with the guidelines outlined in the notification section below. The purpose of public hearings is to provide an opportunity for community members, public agencies, and other interested parties to provide input on the City of Killeen's affordable housing, community and economic development needs. Public hearings will be held at Killeen City Hall accessible to low- and moderate- income residents and persons with disabilities. Spanish translation and interpretation for individuals with hearing impairments will be provided upon request.

Public hearings will be held primarily after 5:00 PM to accommodate persons during the

day.

2. **Public Meetings.** Public meetings of the Killeen City Council and CDAC provide opportunities for community member participation and comment on a continuous basis. Public meeting notices are posted at the Office of the City Secretary at least one (1) week, prior to the meeting date, and in accordance with the Texas Open Meetings Act. Public meetings are held in locations accessible to persons with disabilities. Spanish translation and interpretation for individuals with hearing impairments will be provided upon request.

The City will provide citizens reasonable and timely access to meetings whether virtual or in-person. These meetings will be typical of informal “community” meetings where attendees will be given an opportunity to participate and engage in communications on housing and community development needs including priority non-housing community development needs.

The City will keep a register of persons attending the meeting. Meeting minutes will be recorded. A copy of the attendee register and the minutes of the meeting will be available to the public, upon request, within five (5) business days after the date of the meeting. CDAC Meetings and Community Planning Meetings will be held at easily accessible locations where a large percentage of very low- and low-income persons have been identified to reside.

The City will provide Spanish translation services at meetings where it is anticipated that non-English Spanish speakers will attend. The City shall, upon request, provide language assistance services/ translators for other non-English speaking groups. Requests must be submitted at least 48 hours in advance of the meeting. This provision will consist qualified interpreters for individuals who require non-English language support. If a non-English speaking translator or interpreter is required as an ADA accommodation for the above ascribed meetings, the notification of accommodation will need to be made at least 48 hours in advance (www.killeentexas.gov/584/ADA-Accessibility-Services).

3. **Notification.** The Community Development Department will provide the community advance notice of public hearings and/or public comment periods. The notice will be provided at least two weeks prior to the public hearing date and the start date of comment periods.

Notices may incorporate measures to allow for immediate response to current and/or future declarations of disaster and emergencies whereby the use and the expenditures of funding may address and the need for immediate response to a declared disaster. Such notices will contain community planning and development information and be published on the Community Development webpage.

Related to the CPP specified federal documents, the Community Development Department will provide public notifications by utilizing City of Killeen publications and media (television, print, electronic) that will maximize use of City resources and reach an increased number of Killeen residents. Related to federal publications referenced above,

the Community Development Department will notify the public about public hearings, comment periods, public meetings, and additional opportunities for public feedback through communications outlets that are designed to increase public participation and generate quantifiable feedback/results. The Community Development Department may utilize the following notification mechanisms as available: City of Killeen utility bill inserts; City of Killeen website; and Spectrum Channel 10, the municipally owned cable channel. In addition, the Community Development Department will use other available media (print, electronic, television) to promote public feedback opportunities. Notifications will be published in English and Spanish.

Notices published in the local daily newspaper will appear in the non-legal, non-classified section of the publication. At a minimum, the notices shall be written in the English language, easily readable and include the date, time, place, and general topics to be considered.

4. **Document Access.** Copies of all planning documents, including the following federal reports: City's Citizen Participation Plan (CPP), Assessment of Fair Housing/Analysis of Impediments (AFH/AI), Consolidated Plan (CP), Annual Action Plan (AAP), and the Consolidated Annual Performance and Evaluation Report (CAPER), will be available to the public upon request.

Community members will have the opportunity to review and comment on applicable federal reports in draft form prior to final adoption by the Killeen City Council. These documents will be made available at Killeen City Hall (City Secretary's Office), Community Development Department, Killeen Public Libraries, certain community/ senior centers, and on the Community Development Department webpage (www.KilleenTexas.gov/289/Community-Development).

Upon request, federal reports will be provided in a form accessible to persons with disabilities.

5. **Access to Records.** The City will provide community members, public agencies, and other interested parties reasonable and timely access to information and records relating to the Citizen Participation Plan (CPP), Assessment of Fair Housing/Analysis of Impediments, Consolidated Plan, Annual Action Plan, and CAPER, and the City's use of assistance under the two (2) entitlement grant programs, in accordance with state and federal laws, statutes and rules that govern access to public information, including, but not limited to, the Texas Public Information Act and the Texas Attorney General rulings.

6. **Technical Assistance.**

The City will provide technical assistance, upon request and to the extent resources are available, to groups or individuals needing help in preparing funding proposals, provided such assistance does not violate federal or local rules or regulations. Technical assistance may include review and analysis of proposals by CD staff, access to program information, and the use of public meeting rooms, and may be delivered through one-on-one sessions, group training, community meetings, or workshops.

This assistance does not involve the reassignment of CD staff to the proposed project or group, the use of City equipment, or a guarantee of funding. If staff capacity is insufficient to address a

request in a reasonable time or if expenditures are required, the request will be routed through the City Manager to determine appropriate action.

X. RESIDENTIAL ANTI-DISPLACEMENT

The City of Killeen does not anticipate the displacement of persons, as defined in Code of Federal Regulations Section 470.612(a) (24 CFR Section 470.612(a)), as a result of its activities during the development of the Consolidated Plan or Annual Action Plans. However, should displacement occur as a result of community development programs, the City of Killeen will minimize and mitigate the effects of displacement by following the procedures set out under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

When displacement is unavoidable, the EDCD will notify the affected residents in writing informing them of the types of services available for displacement in accordance with the Uniform Act.

If an affected resident disagrees with the need for displacement, the resident may file a written appeal with the EDCD.

XI. COMMUNITY MEMBERS' COMPLAINTS

Written complaints related to CDBG and HOME programs and other activities funded through entitlement grant funding may be directed to the Executive Director of Community Development.

A timely, written, and substantive response to the complainant will be prepared within 15 working days of receipt of the complaint by the Executive Director of Community Development. If a response cannot be prepared within the 15-day period, the complainant will be notified of the approximate date a response will be provided. Written complaints must include the complainant's name, address, and zip code. A daytime telephone number should also be included in the event further information or clarification is needed. An email address may be included in lieu of a daytime telephone number. Complaints should be addressed as follows:

City of Killeen
Community Development Department
Attn: Executive Director
802 2nd Street, Bldg. E
Killeen, Texas 76540

If the response is not sufficient, an appeal may be directed to the City Manager, and a written response will be provided within 30 days. An appeal should be addressed as follows:

City Manager's Office
Attn: City Manager
101 N. College St.
Killeen, Texas 76541

In the event the complaint is not satisfied, the complainant may request submittal and resolution to the next level of management the Killeen City Council. Every level of management will make every effort to equitably resolve a complaint.

The Community Development Department will maintain a log of all complaints and responses for a period of five (5) years.

The City of Killeen is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. For assistance, please call 254-501-7844; TTY users' route through Relay Texas at 711.



CITIZEN PARTICIPATION PLAN
REVISION 2025-PUBLIC HEARING #2

PH-25-039

July 15, 2025

Background

2

- Pursuant to the citizen participation requirements of 24 CFR Section 91.105, the U.S. Department of Housing and Urban Development (HUD) requires a participating jurisdiction (PJ) have an approved Citizen Participation Plan (CPP) that outlines policies and procedures for ensuring that residents have an opportunity to be fully engaged in community improvement activities.

Background

- The Citizen Participation Plan provides the framework through which residents can have input and influence over proposed community development activities particularly the development, implementation, and assessment of programs as outlined in the Five-Year Consolidated Plan (CP), Annual Action Plan (AAP), Consolidated Annual Performance and Evaluation Report (CAPER), Analysis of Impediments to Fair Housing (AI), and other city administered HUD-funded programs.

Background

4

- As a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) entitlement funds, the City of Killeen is a designated PJ.
- The City of Killeen CPP was originally approved and adopted by the Killeen City Council in July 1988 with revisions in January 1995, April 1998, January 2011, January 2015, January 2018, and April 2020.

Citizen Participation Plan Revisions 2025

5

- The proposed revision to the CPP will:
 - ▣ Clarify CD staff and Community Development Advisory Committee (CDAC) responsibilities;
 - ▣ Update the Substantial Amendment criteria;
 - ▣ Update other relevant information to yield increased citizen participation, including adding language to accommodate for the Killeen City Council meeting schedule;
 - ▣ Remove individual name(s) of staff and replace with specific staff position for point of contact; and
 - ▣ Update formatting.

Public Notice & Comment Period

6

- Public notice of the CPP comment period was published in the Killeen Daily Herald on *May 18, 2025*.
- The comment period will be June 9th – July 15th.
- Comments may be submitted in writing (including email) or in-person.

Availability of CPP Draft

7

- A copy of the revised CPP Draft was available for in-person viewing at the following city facilities:
 - ▣ Killeen City Hall (City Secretary), 101 N. College St.
 - ▣ Killeen Community Development Department, 802 N. 2nd St., Building E
 - ▣ Killeen Public Libraries, 205 E. Church St., 3000 S. WS Young Dr.
 - ▣ Lion's Club Park Senior Center, 1700-B E. Stan Schlueter Loop
- The draft was also available online:
www.killeentexas.gov/289/Community-Development

Staff Recommendation

8

- Staff recommends City Council hold a public hearing to receive citizen comments and approve a memorandum/resolution adopting the revised Citizen Participation Plan.

**HOME INVESTMENT PARTNERSHIPS PROGRAM
TENANT BASED RENTAL ASSISTANCE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF KILLEEN, TEXAS AND
FAMILIES IN CRISIS, INC.**

PROVIDING FOR THE PAYMENT AND USE OF HOME INVESTMENT PARTNERSHIP GRANT FUNDS

This Agreement is hereby entered into by and between the City of Killeen, a Texas municipal corporation, acting by and through its City Manager, hereinafter referred to as "**CITY**," and Families in Crisis, Inc., 1305 E. Rancier Ave, Killeen, Texas 76541, hereinafter referred to as "**SUBRECIPIENT**."

WHEREAS the **CITY** receives HOME Investment Partnerships Act Program (HOME) Entitlement funds from the U.S. Department of Housing and Urban Development, herein referred to as "HUD," established by the National Affordable Housing Act of 1990 under Title II and allocates funds to eligible local governments to strengthen public-private partnerships to expand the supply of decent, safe, sanitary, and affordable housing to very low-income and low-income families; and

WHEREAS the **CITY** is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low-income and very low-income families. HUD defines low-income families as those with incomes at or below 80% of the area median income (AMI), and very low-income families as those with incomes at or below 50% of the AMI; and

WHEREAS the **CITY** provides certain qualified non-profits funds to accomplish the purpose of providing programs and services is in the public interest and in accordance with the HOME Program funding objectives, and

WHEREAS the **CITY** desires to award qualified non-profits with subawards of HOME Tenant Based rental Assistance (herein after "TBRA") funds where all compliance requirements for use of HOME Program funds and any and all reporting requirements for expenditures of HOME Program funds apply; in accordance with 24 Code of Federal Regulations (CFR) Part 92 and the HOME Program Notice, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to provide the **SUBRECIPIENT** a sub-award from HOME Program funds to carry out project activities in compliance with the HOME Program; and

NOW, THEREFORE, the parties hereto agree to the mutual obligations and the performance and accomplishment of the conditions hereinafter described.

I. TERM

This Agreement shall be effective August 1, 2025, and shall terminate on July 31, 2026, unless sooner terminated because funding is no longer available or in accordance with Section 25

"Termination" herein. The **City** shall have the right, but not the obligation, to extend the term of this agreement by two (2) additional one-year periods.

II. RESPONSIBILITIES

SUBRECIPIENT hereby accepts responsibility for the performance of all services and activities described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference, in a satisfactory and efficient manner as determined by **CITY**, in accordance with the terms herein. **CITY** will consider **SUBRECIPIENT's** executive officer to be **SUBRECIPIENT's** representative responsible for the management of all contractual matters pertaining hereto unless written notification to the contrary is received from **SUBRECIPIENT** and approved by **CITY**.

The **CITY's** Executive Director of Community Development will be **CITY's** representative responsible for the administration of this Agreement. Beneficiaries of the activities to be provided hereunder must reside in the City of Killeen and **SUBRECIPIENT** certifies that the activities carried out with these funds shall meet HOME Program funding objectives in response to the needs of low-income families for safe, affordable, and sustainable housing.

SUBRECIPIENT shall provide services and/or programming for City of Killeen residents as detailed in **Exhibit A** Scope of Services.

III. REPRESENTATIONS

- A. **SUBRECIPIENT** assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of **SUBRECIPIENT**, do hereby warrant and guarantee that they have been fully authorized by **SUBRECIPIENT** to execute this Agreement on behalf of **SUBRECIPIENT** and to bind **SUBRECIPIENT** validly and legally to all terms, performances, and provisions herein set forth.
- C. **CITY** shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either **SUBRECIPIENT** or the person signing the Agreement to enter into this Agreement. **SUBRECIPIENT** is liable to **CITY** for any money it has received from **CITY** for performance of the provisions of this Agreement if **CITY** has suspended or terminated this Agreement for the reasons enumerated in this Section.
- D. **SUBRECIPIENT** agrees that the funds and resources provided **SUBRECIPIENT** under the terms of this Agreement will in no way be substituted for, or duplicative of, funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, **SUBRECIPIENT** had this Agreement not been executed.

IV. SUBRECIPIENT OBLIGATIONS

In consideration of the receipt of funds from the **CITY**, the **SUBRECIPIENT** agrees to the following terms and conditions:

- A. Three Hundred Thousand Dollars (\$300,000.00) in HOME Program funds may be paid to **SUBRECIPIENT** by **CITY** on a reimbursement basis in accordance with the Budget attached as **Exhibit B**, and the only expenditures reimbursed from these funds shall be those in accordance with the Budget, set forth in **Exhibit B**, for those services described in the Scope of Services, **Exhibit A**, as provided herein. **SUBRECIPIENT** shall not utilize these funds for any other purpose.
- B. **SUBRECIPIENT** shall submit monthly performance and expenditure reports to **CITY** pursuant to Section 10 of this Agreement. **CITY** may withhold payment to **SUBRECIPIENT** for any period for which **SUBRECIPIENT** has failed to submit the reports required by this Agreement.
- C. **SUBRECIPIENT** will establish, operate, and maintain an account system for this program that will allow for a tracing of funds and a review of the financial status of the program. The system will be based on generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants.
- D. **SUBRECIPIENT** will permit authorized officials of **CITY** to review its books at any time.
- E. **SUBRECIPIENT** will reduce to writing all of its rules, regulations, and policies and file a copy with **CITY's** Community Development Division office along with any amendments, additions, or revisions upon request.
- F. **SUBRECIPIENT** will not enter into any contracts that would encumber **CITY** funds for a period that would extend beyond the term of this Agreement.
- G. **SUBRECIPIENT** will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to **CITY's** Community Development Division for further direction.
- H. **SUBRECIPIENT** will appoint a representative who will be available to meet with **CITY** officials when requested.
- I. **SUBRECIPIENT** will indemnify and hold harmless **CITY**, its officers, elected and appointed officials, agents, employees, and contractors from any and all claims and suits arising out of the services or activities of **SUBRECIPIENT**, its employees, and/or contractors.
- J. **SUBRECIPIENT** will submit to **CITY** copies of year-end audited financial statements.

V. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

- A. **SUBRECIPIENT** shall comply with all applicable federal laws, laws of the State of Texas, and ordinances of the City of Killeen.
- B. **SUBRECIPIENT** agrees to abide by the conditions of and comply with the requirements of the Office of Management 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. **SUBRECIPIENT** shall give the **CITY**, the U.S. Department of Housing and Urban Development, the U.S. Department of Treasury, the Comptroller General of the United States, and any of the **CITY's** authorized representatives, access to and the right to reproduce all records belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. Such access shall continue as long as **SUBRECIPIENT** retains the records. **SUBRECIPIENT** shall maintain such records in an accessible location for not less than five (5) years.

- D. **SUBRECIPIENT** shall refrain from entering into any subcontract for services without prior approval in writing by **CITY** of the qualifications of the subcontractor to perform and meet the standards of this Agreement. All subcontracts entered into by the **SUBRECIPIENT** will be subject to the requirements of this Agreement. The **SUBRECIPIENT** agrees to be responsible to **CITY** for the performance of any subcontractor.
- E. **SUBRECIPIENT** further agrees and certifies that if the regulations and issuances promulgated pursuant to the Act are amended or revised, it shall comply with them, or notify **CITY**, as provided in Section 23 of this Agreement.
- F. **SUBRECIPIENT** shall adopt and implement affirmative marketing procedures for this program in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of the **CITY** that are least likely to apply, (ii) establish specific marketing actions (e.g., advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities.
- G. **SUBRECIPIENT** shall comply with all applicable Federal laws and regulations at 24 CFR 92 Subpart H. Sub- part H prescribes procedures for compliance in the following areas: nondiscrimination and equal opportunity, affirmative marketing, displacement and relocation, labor relations and conflict of interest.
- H. **SUBRECIPIENT** agrees that it shall be committed to carry out the purposes of Executive Order 14173 of January 21, 2025 entitled “Ending Illegal Discrimination and Restoring Merit-Based Opportunity” one of its purposes being to enforce federal civil rights laws “for the benefit of all Americans.”
- I. **SUBRECIPIENT** agrees that it shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- J. **SUBRECIPIENT** agrees that it shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
- K. **SUBRECIPIENT** agrees to follow Executive Order 14154 that aims to remove regulations and restrictions imposed by the previous administration on domestic energy production and natural resource development. The order directs agencies to streamline permitting processes, prioritize energy independence, and ensure reliable and affordable energy supplies for the nation.
- L. **SUBRECIPIENT** agrees to administer its grant funds in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- M. **SUBRECIPIENT** agrees that it may not use program funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

- N. **SUBRECIPIENT** agrees that unless excepted by PRWORA, it will use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

VI. PERFORMANCE BY SUBRECIPIENT

SUBRECIPIENT will provide, oversee, administer, and carry out the activities and services set out in the Scope of Services described in **Exhibit A**, utilizing the funds described in **Exhibit B**, deemed by both parties to be necessary and sufficient payment for full and satisfactory performance of the program, as determined solely by **CITY** and in accordance with all other terms, provisions, and requirements of this Agreement. No modifications or alterations may be made in the Scope of Services or Budget without the prior written approval of the **CITY's** Executive Director of Community Development.

VII. PAYMENTS

- A. Payments to **SUBRECIPIENT**. **CITY** will pay **SUBRECIPIENT** for expenses pursuant to and in accordance with the Project Budget attached hereto as **Exhibit B**, and incorporated herein by reference, and the Scope of Services herein attached as **Exhibit A** and incorporated herein by reference. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by **CITY** hereunder shall not exceed the sum of **Three Hundred Thousand Dollars (\$300,000.00)**.
- B. Funds are to be used for the sole purpose of providing the services described in the Scope of Services in **Exhibit A** and based on the Budget in **Exhibit B**.
- C. Excess Payment. **SUBRECIPIENT** shall refund to **CITY** within ten business days of **CITY's** request, any sum of money which has been paid by **CITY** and which **CITY** at any time thereafter determines:
- (1) has resulted in overpayment to **SUBRECIPIENT**; or
 - (2) has not been spent strictly in accordance with the terms of this Agreement; or
 - (3) is not supported by adequate documentation to fully justify the expenditure.
- D. Disallowed Costs. Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by **CITY** or any other Federal agency, **SUBRECIPIENT** will refund such amount to **CITY** within ten business days of a written notice to **SUBRECIPIENT**, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through **CITY**.
- E. Reversion of Assets.
- (1) **SUBRECIPIENT**, upon expiration of this Agreement, shall transfer to the **CITY** any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds.
 - (2) The reversion of these financial assets shall be in addition to any other remedy available to **CITY** either at law or in equity for breach of this Agreement.

- F. Obligation of Funds.
- (1) In the event that actual expenditure rates deviate from SUBRECIPIENT's provision of a corresponding level of performance, as specified in **Exhibits A and B**, CITY hereby reserves the right to re-appropriate or recapture any such under expended funds.
 - (2) If CITY finds that **SUBRECIPIENT** is unwilling and/or unable to comply with any of the terms of this Agreement, CITY may require a refund of any and all money expended pursuant to this Agreement by **SUBRECIPIENT**, as well as any remaining unexpended funds which shall be refunded to CITY within ten business days of a written notice to **SUBRECIPIENT** to revert these financial assets.
- G. Contract Close Out. **SUBRECIPIENT** shall submit a final expenditure report, for the time period covered by the last invoice requesting reimbursement of funds under this Agreement, within 15 business days following the close of the Agreement period.
- H. The CITY may withhold payment(s) until the appropriate and required reports are received and approved, which approval shall not be unreasonably withheld.
- I. Measure of Liability.
- (1) The parties expressly understand and agree that CITY's obligations under this Section are contingent upon the actual receipt of adequate HOME funds to meet CITY's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, CITY shall notify **SUBRECIPIENT** in writing within a reasonable time after such fact has been determined. CITY may, at its option, either reduce the amount of its liability or terminate the Agreement. If funds eligible for use for purposes of this Agreement are reduced, CITY shall not be liable for further payments due to **SUBRECIPIENT** under this Agreement.
 - (2) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of the City of Killeen.
 - (3) CITY shall not be liable for any cost or portion thereof which:
 - (a) Has been paid, reimbursed, or is subject to payment or reimbursement, from any other source;
 - (b) Was incurred prior to the beginning date or after the ending date specified in Section 1;
 - (c) Is not in strict accordance with the terms of this Agreement, including all **Exhibits** attached hereto;
 - (d) Is not an allowable cost as defined by Section 10 of this Agreement or in the Budget set forth in **Exhibit B**.
 - (4) CITY shall not be liable for any cost or portion thereof which is incurred with respect to any activity of **SUBRECIPIENT** requiring prior written authorization from CITY, or after CITY has requested that **SUBRECIPIENT** furnish data concerning such action prior to proceeding further, unless and until CITY advises **SUBRECIPIENT** to proceed.
 - (5) CITY shall not be obligated or liable under this Agreement to any party other than **SUBRECIPIENT** for payment of any monies or provision of any goods or services.

- (6) Funding not expended within the term of this Agreement will revert to the City of Killeen within 15 business days from the expiration of the Agreement for use on alternative services or projects.
- (7) Payments may be contingent upon certification of the **SUBRECIPIENT's** financial management system in accordance with the standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VIII. ALLOWABLE COSTS

- A. Costs must comply with HOME TBRA allowable uses and expenditure categories as published in the Compliance and Reporting Guidance by the U.S. Department of Treasury.
- B. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of **Exhibits A and B**.
- C. **SUBRECIPIENT** may not expend more than 10% of the funds for any administrative or project delivery costs.
- D. To the extent that **SUBRECIPIENT** has received funds from another municipal, state, or federal source for any purpose contemplated herein, **SUBRECIPIENT** shall not expend funds paid under this Agreement in a manner that would be duplicative of the use of such prior funds.
- E. Approval of **SUBRECIPIENT's** Budget, **Exhibit B**, does not constitute prior written approval, even though certain items may appear herein. **CITY's** prior written authorization is required in order for the following to be considered allowable costs:
 - a. **CITY** shall not be obligated to any third parties, including any subcontractors of **SUBRECIPIENT**, and **CITY** funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
 - b. Any alterations, deletions, or additions to the Budget detail incorporated in **Exhibit B**;
 - c. Costs or fees for temporary employees or services;
 - d. Any fees or payments for consultant services.
- F. Written requests for prior approval are **SUBRECIPIENT's** responsibility and shall be made within sufficient time to permit a thorough review by **CITY**. **SUBRECIPIENT** must obtain written approval by **CITY** prior to the commencement of procedures to solicit or purchase services or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.
- G. The purchase of real property is not an allowable cost under this agreement.

IX. PROGRAM INCOME

- A. Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits,

discounts, or interest on rebates, credits, or discounts. Recipients of HOME Program funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

- B. **SUBRECIPIENT** shall maintain records of the receipt and disposition of Program Income in the same manner as required for other contract funds and reported to **CITY** in the format prescribed by **CITY**. **CITY** and **SUBRECIPIENT** agree that any fees collected for services performed by **SUBRECIPIENT** shall be used for payment of costs associated with service provision. Revenue remaining after payment of all program expenses for service provision shall be considered Program Income and shall be subject to all the requirements of this Agreement and the regulations found at 2 CFR 200.307 and any additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs, released by the US Department of Treasury.
- C. **SUBRECIPIENT** shall include this Section in its entirety in all of its sub-contracts which involve other income-producing services or activities.
- D. It is **SUBRECIPIENT's** responsibility to obtain from **CITY** a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance thereof, constitutes Program Income. **SUBRECIPIENT** is responsible to **CITY** for the repayment of any and all amounts determined by **CITY** to be Program Income, unless otherwise approved in writing by **CITY**.

X. REPORTS AND INFORMATION

At such times and in such form as **CITY** may require, **SUBRECIPIENT** shall furnish such statements, records, data, and information as **CITY** may request and deem pertinent to matters covered by this Agreement. **SUBRECIPIENT** shall submit performance and expenditure reports to **CITY** no less than once every month. The performance report shall detail client information, including race, ethnicity, income, female head of household, and other statistics required by **CITY**. The financial report shall include information and data relative to all programmatic and financial reporting as of the commencement date specified in Section 1 of this Agreement. Unless the **CITY** has granted a written exemption, **SUBRECIPIENT** shall submit an audit conducted by independent examiners in accordance with Generally Accepted Accounting Principles. If the **SUBRECIPIENT** expends more than \$750,000 in federal funding, the audit must be conducted in accordance with OMB 2 CFR Part 200, as applicable within thirty days after receipt of such audit.

XI. MONITORING AND EVALUATION

SUBRECIPIENT agrees to participate in a monitoring and evaluation system whereby the services can be continuously monitored. **CITY** shall perform monitoring of the **SUBRECIPIENT's** performance under this Agreement.

- A. **SUBRECIPIENT** agrees that **CITY** may carry out monitoring and evaluation activities to ensure adherence by **SUBRECIPIENT** to the Scope of Services, Program Goals, and

Objectives, which are attached hereto as **Exhibit A**, as well as other provisions of this Agreement.

- B. **SUBRECIPIENT** agrees to cooperate fully with **CITY** and provide data determined by **CITY** to be necessary for **CITY** to effectively fulfill its monitoring and evaluation responsibilities.
- C. **SUBRECIPIENT** agrees to cooperate in such a way so as not to obstruct or delay **CITY** in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by **CITY** staff.
- D. **SUBRECIPIENT** agrees to make available its financial records for review by **CITY** at **CITY's** discretion. In addition, **SUBRECIPIENT** agrees to provide **CITY** the following data and reports, or copies thereof:
 - (1) All external or internal evaluation reports;
 - (2) Performance and expenditure reports to be submitted in the schedule published by the **CITY's** Community Development Division. Reports shall include such information as requested by the **CITY's** Community Development Division including but not limited to number of persons or households assisted, race, gender, disability status, and household income. Performance and expenditure reports shall be due to **CITY** within 15 business days after the completion of required reporting period. **SUBRECIPIENT** agrees to submit a performance report and expenditure report no less than once a month. The expenditure report shall include a profit and loss statement with current and year- to-date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances.
 - (3) An explanation of any major changes in program services.
- E. After each official monitoring on-site visit, **CITY** shall provide **SUBRECIPIENT** with a written report of monitoring findings, documenting findings, and concerns that will require a written response to the **CITY**. An acceptable response must be received by the **CITY** within 60 days from the **SUBRECIPIENT's** receipt of the monitoring report or audit review letter. Future contract payments can be withheld for the **SUBRECIPIENT's** failure to submit a written response within 60 days.
- F. To comply with this section, **SUBRECIPIENT** agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. **SUBRECIPIENT's** record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. **SUBRECIPIENT** agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for the period of time and under the conditions specified by the **CITY**, but no less than 5 years. Nothing in the above subsections shall be construed to relieve **SUBRECIPIENT** of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of services, provided under this Agreement.
- G. **SUBRECIPIENT** shall submit copies of any fiscal, management, or audit reports by any of the **SUBRECIPIENT's** funding or regulatory bodies to **CITY** within ten working days of receipt by the **SUBRECIPIENT**.

- H. **CITY** shall be responsible for performing an environmental review to ensure necessary compliances are met. HOME Program funds will not be paid, and costs cannot be incurred until **CITY** has conducted and completed an environmental review and completed an Environmental Review Record as required by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel this project. Further, **SUBRECIPIENT** will not undertake or commit any funds for the project prior to the environmental clearance.

XII. MAINTENANCE OF RECORDS

- A. **SUBRECIPIENT** agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of **Exhibit A** and **Exhibit B**, attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management. **SUBRECIPIENT's** expenditures of funds made under this Agreement will conform to 2 CFR §200 Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards as they pertain to costs incurred, audits, program income, administration, and other activities and functions. **SUBRECIPIENT's** record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve **SUBRECIPIENT** of fiscal accountability and liability under any other provision of this Agreement or any applicable law. **SUBRECIPIENT** shall include the substance of this provision in all subcontracts.
- B. **SUBRECIPIENT** agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years after the termination of all activities funded under this agreement.
- C. Nothing in the above subsections shall be construed to relieve **SUBRECIPIENT** of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.
- D. At any reasonable time and as often as **CITY** may deem necessary, the **SUBRECIPIENT** shall make available to **CITY** or any of their authorized representatives, all of its records and shall permit **CITY** or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and all other data requested by said representatives.

XII. DIRECTORS MEETINGS

During the term of this Agreement, **SUBRECIPIENT** shall cause to be delivered to **CITY** copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof wherein the obligations of this agreement shall be discussed and /or voted upon. Such notices shall be delivered to **CITY** in a timely manner to give adequate notice and shall include an agenda and a brief description of the matters to be discussed. **SUBRECIPIENT** understands and agrees that **CITY** representatives shall be afforded access to all of the Board of Directors'

meetings. Minutes of all meetings of **SUBRECIPIENT's** governing body shall be available to **CITY** within ten days after Board approval.

XIV. WARRANTIES

SUBRECIPIENT represents and warrants that:

- A. All information, reports, and data heretofore or hereafter requested by **CITY** and furnished to **CITY**, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to **CITY**.
- B. Any supporting financial statements heretofore requested by **CITY** and furnished to **CITY**, are complete, accurate, and fairly reflect the financial condition of **SUBRECIPIENT** on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of **SUBRECIPIENT**.
- C. No litigation or legal proceedings are presently pending or threatened against the **SUBRECIPIENT**.
- D. None of the provisions herein contravene or are in conflict with the authority under which **SUBRECIPIENT** is doing business or with the provisions of any existing indenture or agreement of **SUBRECIPIENT**.
- E. **SUBRECIPIENT** has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of **SUBRECIPIENT** is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by **SUBRECIPIENT** to **CITY**.
- G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

XV. COVENANTS

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, **SUBRECIPIENT** shall not, without the prior written consent of the Executive Director of Community Development or their authorized representative:
 - (1) Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of **SUBRECIPIENT** now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to, any assets of **SUBRECIPIENT** which are allocated to the performance of this Agreement and with respect to which **CITY** has ownership hereunder.
 - (2) Sell, assign, pledge, transfer, or otherwise dispose of accounts receivables, notes, or claims for money due or to become due.
 - (3) Sell, convey, or lease all or a substantial part of its assets.
 - (4) Make any advance or loan to, or incur any liability for any other firm, person, entity, or corporation as guarantor, surety, or accommodation endorser.

- (5) Sell, donate, loan, or transfer any equipment or item of personal property purchased with funds paid to **SUBRECIPIENT** by **CITY**, unless **CITY** authorizes such transfer in writing.
- B. **SUBRECIPIENT** agrees, upon a written request by **CITY**, to require its employees to attend training sessions sponsored by the Community Development Division.

XVI. INSURANCE

- A. **SUBRECIPIENT** shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for the services provided pursuant to this Agreement.
- B. The premises on and in which the services and activities described in **Exhibit A** are conducted, and the employees conducting these services and activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant" coverage, with **CITY** named as an additional insured. Upon request of **SUBRECIPIENT**, **CITY** may, at its sole discretion, approve alternate insurance coverage arrangements.
- C. **SUBRECIPIENT** will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. **SUBRECIPIENT** will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by **SUBRECIPIENT**. All employees of **SUBRECIPIENT** who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in **SUBRECIPIENT's** files.
- E. Actual losses not covered by insurance as required by this Section are not allowable or eligible costs under this Agreement and remain the sole responsibility of **SUBRECIPIENT**.
- F. The policy or policies of insurance shall contain a clause which requires that **CITY** and **SUBRECIPIENT** be notified in writing of any cancellation or change in the policy at least 30 days prior to such change or cancellation.

XVII. CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. **SUBRECIPIENT** shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The **SUBRECIPIENT** shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age, or disability. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. **SUBRECIPIENT** shall not discriminate against any person in the selection of beneficiaries or provision of services under this Agreement because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract

Determinations of eligibility for this program must be made with- out regard to actual or perceived sexual orientation, gender identity, or marital status.

- C. **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063.
- D. **SUBRECIPIENT** shall comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR Part 5, Subpart L regulations.
- E. **SUBRECIPIENT** will furnish all information and reports requested by the **CITY**, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and Federal rules and regulations.
- F. In the event of **SUBRECIPIENT's** non-compliance with the non-discrimination requirements, **CITY** may cancel or terminate the Agreement in whole or in part, and **SUBRECIPIENT** may be barred from further contracts with **CITY**.

XVIII. PERSONNEL POLICIES

Personnel policies shall be established by **SUBRECIPIENT** and shall be available for examination. Such personnel policies shall:

- A. Include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation, and sick leave privileges, and travel;
- B. Be in writing; and
- C. Be approved by the governing body of **SUBRECIPIENT**.

XIX. CONFLICT OF INTEREST

- A. **SUBRECIPIENT** covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **SUBRECIPIENT** further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. **SUBRECIPIENT** further covenants that no member of its governing body or its staff, subcontractors, or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others, particularly those with which he/she has family, business, or other ties.
- C. No officer, member, or employee of **CITY** and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporation, partnership, or association in which he or she has a direct or indirect interest.

XX. NEPOTISM

SUBRECIPIENT shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by **SUBRECIPIENT** or is a member of **SUBRECIPIENT's** governing board. The term "member of immediate family" includes wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother, and half-sister.

XXI. POLITICAL OR SECTARIAN ACTIVITY

- A. Neither the funds advanced pursuant to this Agreement, nor any personnel who may be employed by the **SUBRECIPIENT** with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.
- B. The **SUBRECIPIENT** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- C. The **SUBRECIPIENT** agrees that none of the funds or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat pending legislation. Employees of the **SUBRECIPIENT** connected with any activity that is funded in whole or in part by funds provided to **SUBRECIPIENT** under this Agreement may not during the term of this Agreement:
 - (1) Use their official position or influence to affect the outcome of an election or nomination;
 - (2) Solicit contributions for political purposes; or
 - (3) Take an active part in political management or in political campaigns.
- D. **SUBRECIPIENT** hereby agrees to sign a Certification Regarding Lobbying included herein as **Exhibit C** and if necessary, the Disclosure of Lobbying Activities provided by the **CITY**.

XXII. PUBLICITY

- A. Where such action is appropriate, **SUBRECIPIENT** shall publicize the activities conducted by **SUBRECIPIENT** under this Agreement that the U.S. Department of HUD HOME Program funding through the City of Killeen has contributed to make the project possible.
- B. All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in this Agreement. When material not originally developed is included in a report, the report shall identify the source in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.
- C. All published material submitted under this project shall include the following reference on the front cover or title page:

"This document is prepared in accordance with the City of Killeen's Home Investment Partnerships Grant Program, with funding received from the United States Department of Housing and Urban Development."

- D. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by **SUBRECIPIENT** shall become the property of **CITY** upon receipt.

XXIII. CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.
- B. **SUBRECIPIENT** may not make transfers between or among approved line items within budget categories set forth in **Exhibit B** without prior written approval of **CITY**. **SUBRECIPIENT** shall request, in writing, the budget revision in a form prescribed by **CITY**, and such request for revision shall not increase the total monetary obligation of **CITY** under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the program funded under this Agreement.
- C. The City Manager, or designate, may authorize minor amendments to the approved Scope of Work in **Exhibit A** or Budget in **Exhibit B** as necessary to carry out the intent of this Agreement, in a manner consistent with the efficient use of public funds, and in accordance with Federal Law. Such minor amendments may not increase the overall funding set forth in **Exhibit B**, extend the term, or otherwise alter the performance obligations of **SUBRECIPIENT**, without approval of the City Manager or designate.
- D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.
- E. **CITY** may, from time to time during the term of the Agreement, request changes to the Agreement, which may include an increase or decrease in the amount of **SUBRECIPIENT's** compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- F. **SUBRECIPIENT** agrees to notify **CITY** of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.
- G. **SUBRECIPIENT** shall notify **CITY** of any changes in personnel or governing board composition.
- H. It is expressly understood that neither the performance of **Exhibit A** for any program contracted hereunder nor the transfer of funds between or among said programs will be permitted.

XXIV. SUSPENSION OF FUNDING

Upon determination by **CITY** of **SUBRECIPIENT's** failure to timely and properly perform each of the requirements, time conditions, and duties provided herein, **CITY**, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to **SUBRECIPIENT**, withhold further payments to **SUBRECIPIENT**. Such notice may be given by mail

to the Executive Officer and the Board of Directors of **SUBRECIPIENT**. The notice shall set forth the default or failure alleged, and the action required for cure. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 30 calendar days. At the end of the suspension period, if **CITY** determines the default or deficiency has been satisfied, **SUBRECIPIENT** may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If, however, **CITY** determines that **SUBRECIPIENT** has not come into compliance, the provisions of Section 25 may be effectuated.

XXV. TERMINATION

- A. **CITY** may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this Section:
- (1) **SUBRECIPIENT's** failure to attain compliance during any prescribed period of suspension as provided in Section 24.
 - (2) **SUBRECIPIENT's** failure to materially comply with any of the terms of this Agreement.
 - (3) **SUBRECIPIENT's** violation of covenants, agreements, or guarantees of this Agreement.
 - (4) Termination or reduction of funding by the **CITY** or U.S. Department of Treasury.
 - (5) Finding by **CITY** that the **SUBRECIPIENT**:
 - a. is in such unsatisfactory financial condition as to endanger performance under this Agreement; or
 - b. has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - c. is delinquent in payment of taxes or of costs of performance of this Agreement in the ordinary course of business.
 - (6) Appointment of a trustee, receiver, or liquidator for all or substantial part of **SUBRECIPIENT's** property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against **SUBRECIPIENT**.
 - (7) **SUBRECIPIENT's** inability to conform to changes required by Federal, State, and local laws or regulations as provided in Section 5 of this Agreement.
 - (8) The commission of an act of bankruptcy.
 - (9) **SUBRECIPIENT's** violation of any law or regulation to which **SUBRECIPIENT** is bound or shall be bound under the terms of the Agreement.
- B. **CITY** shall promptly notify **SUBRECIPIENT** in writing of the decision to terminate and the effective date of termination.
- C. **CITY** may terminate this Agreement for convenience at any time. If **CITY** terminates this Agreement for convenience, **SUBRECIPIENT** will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination, subject to the requirements of Section 7 and **Exhibit B**. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of **SUBRECIPIENT** covered by the Agreement, less payments previously made.

- D. **SUBRECIPIENT** may terminate this Agreement in whole or in part by thirty (30) days written notice to **CITY**, if a termination of outside funding occurs upon which **SUBRECIPIENT** depends for performance hereunder. **SUBRECIPIENT** may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of **CITY**, provided the termination by the outside funding source was not occasioned by a breach of contract as defined herein or as defined in a contract between **SUBRECIPIENT** and the funding source in question. **SUBRECIPIENT** may terminate this Agreement upon the dissolution of **SUBRECIPIENT's** organization not occasioned by a breach of this Agreement.
- E. Upon receipt of notice to terminate, **SUBRECIPIENT** shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. **CITY** shall not be liable to **SUBRECIPIENT** or **SUBRECIPIENT's** contractors, subcontractors or creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this Section.
- F. **SUBRECIPIENT** shall, within 30 days of notice of termination by any party, provide **CITY** a full accounting of all expenditures not previously audited by the **CITY** and that have occurred since the last required reporting period. **SUBRECIPIENT** shall return any unused funds, or funds determined to be ineligible or used improperly within five days of termination date.
- G. Notwithstanding any exercise by **CITY** of its right of suspension or termination, **SUBRECIPIENT** shall not be relieved of liability to **CITY** for damages sustained by **CITY** by virtue of any breach of the Agreement by **SUBRECIPIENT**, and **CITY** may withhold any reimbursement to **SUBRECIPIENT** until such time as the exact amount of damages due to **CITY** from **SUBRECIPIENT** is agreed upon or otherwise determined.

XXVI. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit, or other action or proceeding is made or brought by any person(s), firm, corporation, or other entity against **SUBRECIPIENT** in connection to **SUBRECIPIENT** responsibilities, obligations and/or duties hereunder this Agreement, **SUBRECIPIENT** shall give written notice to **CITY** as soon as possible but no later than five (5) business days after being notified of such claim, demand, suit, or other action or proceeding. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action or proceeding; the names and addresses of the person(s), firm, corporation, or other entity making such claim, or demand, or that instituted or threatened to institute any type of suit, or other action or proceeding; the basis of such claim, demand, suit, or other action, or proceeding; and the name of any person(s) against whom such claim, demand, suit, or other action or proceeding is being made or threatened. Such written notice shall be delivered either personally or by mail postage paid in accordance with the provisions of Section 29.N.

XXVII. INDEMNIFICATION

- A. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BOTH PARTIES HERETO THAT **CITY** IS CONTRACTING WITH **SUBRECIPIENT** AS AN INDEPENDENT CONTRACTOR AND THAT AS

SUCH, **SUBRECIPIENT** SHALL SAVE AND HOLD **CITY**, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND CONTRACTORS HARMLESS FROM ALL LIABILITY OF ANY NATURE OR KIND, INCLUDING COSTS AND EXPENSES FOR, OR ON ACCOUNT OF, ANY CLAIMS, AUDIT EXCEPTIONS, DEMANDS, SUITS, OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING IN WHOLE OR IN PART FROM THE PERFORMANCE, ACT OR OMISSION OF ANY EMPLOYEE, AGENT, CONTRACTOR, SUBCONTRACTOR, OR REPRESENTATIVE OF **SUBRECIPIENT**.

- B. **SUBRECIPIENT** AGREES TO PROVIDE THE DEFENSE FOR, AND TO INDEMNIFY AND HOLD HARMLESS **CITY**, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND CONTRACTORS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, DAMAGES, LOSSES, ATTORNEY FEES, EXPENSES, AND LIABILITY ARISING OUT OF THE USE OF THESE CONTRACTED FUNDS AND PROGRAM ADMINISTRATION AND IMPLEMENTATION EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL ACT OR OMISSION OF **CITY**, ITS AGENTS, EMPLOYEES, OR CONTRACTORS.

XXVIII. NON-RELIGIOUS ACTIVITIES

- A. As stated in 24 CFR Part 5.109, no organization will be prohibited from participating in activities supported by **CITY** funding including programs that make funds available through contracts, grants, or cooperative agreements. **SUBRECIPIENT** is prohibited from discriminating against beneficiaries in providing services or carrying out activities with such assistance based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice, while also noting that organizations that participate in programs only funded by indirect **CITY** or Federal financial assistance need not modify their program or activities to accommodate beneficiaries who choose to expend the indirect aid on those **SUBRECIPIENT** organizations' programs.
- B. Faith based organizations that carry out programs or activities with direct Federal financial assistance from HUD are required to provide written notice of certain protections to beneficiaries and prospective beneficiaries. Specifically, such organizations are required to give notice to beneficiaries that:
1. The organization may not discriminate against a beneficiary or prospective beneficiary based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and
 2. The organization may not require a beneficiary to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by the beneficiary in such activities must be purely voluntary; and
 3. The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; and
 4. If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection;

5. A beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary administering the program, if applicable.
6. Faith-based organizations must provide this notice to prospective beneficiaries prior to enrollment. In the event of an emergency or exigent circumstance that make it impracticable to provide the written notice in advance, prospective beneficiaries may receive the notice at the earliest available opportunity. Current beneficiaries must receive the notice at the earliest available opportunity.
7. Faith-based organizations that carry out a program or activity with direct Federal financial assistance from HUD are to promptly undertake reasonable efforts to identify an alternative provider if a beneficiary or prospective beneficiary object to the religious character of the organization, and to refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

XXIX. MISCELLANEOUS

- A. **SUBRECIPIENT** shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company, or other financial institution without the prior written approval of **CITY**.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by **SUBRECIPIENT** shall become the property of **CITY** upon receipt.
- D. Debarment: **SUBRECIPIENT** certifies that it is not listed on the System for Award Management (SAM), which lists the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.
- E. In no event shall any payment to **SUBRECIPIENT** hereunder, or any other act or failure of **CITY** to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by **CITY** of any breach of covenant or default which may then or subsequently be committed by **SUBRECIPIENT**. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to **CITY** to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of **CITY** may waive the effect of this provision.
- F. This Agreement, together with the attached **EXHIBITS**, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion,

statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

- G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances, or regulations, **CITY** as the party ultimately responsible to U.S. Department of Housing and Urban Development and the U.S. Department of the of Treasury for matters of compliance, will have the final authority to render or to secure an interpretation.
- H. **SUBRECIPIENT** acknowledges that in accordance with Chapter 2271 of the Texas Government Code, **CITY** is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this agreement, **SUBRECIPIENT** certifies that **SUBRECIPIENT's** signature provides written verification to the **CITY** that **SUBRECIPIENT**: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- I. Sections 2252 and 2270 of the Texas Government Code restricts **CITY** from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, **SUBRECIPIENT** certifies that **SUBRECIPIENT's** signature provides written verification to the **CITY** that **SUBRECIPIENT**, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- J. **SUBRECIPIENT** acknowledges that in accordance with Chapter 2276 of the Texas Government Code, **CITY** is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, **SUBRECIPIENT** certifies that **SUBRECIPIENT's** signature provides written verification to the **CITY** that **SUBRECIPIENT**: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- K. **SUBRECIPIENT** acknowledges that in accordance with Chapter 2274 of the Texas Government Code, **CITY** is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (I) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, **SUBRECIPIENT** certifies that **SUBRECIPIENT's** signature provides written verification to the **CITY** that **SUBRECIPIENT**: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- L. The City of Killeen may terminate this Contract immediately without any further liability if the City of Killeen determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and **SUBRECIPIENT** is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.
- M. If **SUBRECIPIENT** provides services to the homeless it is required to report homeless data to the Homeless Management Information System (HMIS) unless **SUBRECIPIENT** is a Victim Service Provider (VSP) and prohibited from entering Personal Identifying Information into HMIS. A **SUBRECIPIENT** that is a VSP must use a comparable database approved by the **CITY**.
- N. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if delivered by courier or overnight mail service or if sent U.S. Mail postage paid, in each case to the parties and addresses set forth below:

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

TO SUBRECIPIENT:
Families in Crisis, Inc.
Attn: Director of Operations
1305 E. Rancier Ave.
Killeen, Texas 76541

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

- O. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Bell County, Texas.

[Signature page follows]

EXECUTION OF AGREEMENT

SIGNED, ACCEPTED AND AGREED TO this ___ day of _____ 2025, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

CITY OF KILLEEN

BY: LAURA WILSON, ASST. CITY MANAGER

FAMILIES IN CRISIS, INC.

William K.

Hall

Digitally signed by William
K. Hall
Date: 2025.08.11
12:49:30 -05'00'

WILLIAM HALL, DIRECTOR OF OPERATIONS

APPROVED AS TO FORM:

HOLLI CLEMENTS, CITY ATTORNEY

Exhibit A Scope of Services

SECTION I - PROJECT PURPOSE

SUBRECIPIENT assists the City of Killeen to meet the housing needs of low-mod income families as outlined in the HOME Investment Partnership Program Grant (HOME Program) grant entitlement funds from the U.S. Department of Housing and Urban Development, herein referred to as "HUD," established by the National Affordable Housing Act of 1990 under Title II.

SECTION II - PROJECT DESCRIPTION AND DELIVERY

HOME Program funds shall be used to provide tenant-based rental assistance (HOME TBRA) to individuals and families who are defined as low-income under Title 24, Subtitle A Part 92-HOME Investment Partnerships Program: families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under.

In addition to all other terms, provisions, and requirements of this Agreement, **SUBRECIPIENT** shall provide the activities and services in accordance with this Scope of Work and the City of Killeen HOME Program Guidelines: Tenant Based Rental Assistance attached hereto in Exhibit D.

SUBRECIPIENT shall provide eligible HOME TBRA on behalf of qualified households including:

- Rental Assistance
- Security Deposit Assistance
- Utility Security Deposit

For each qualifying household, **SUBRECIPIENT** shall make payments of HOME TBRA directly to the property owner on behalf of the qualifying household. Each HOME Program assisted household has the right to continued HOME TBRA assistance if the household moves to a different unit and continues to qualify for assistance. **SUBRECIPIENT** shall verify ownership of each potential HOME TBRA-assisted unit by obtaining a recorded deed or other title instrument or certificate from the property owner that evidences the property owner's fee simple ownership of the unit.

SUBRECIPIENT shall select qualifying households for the program from a waiting list established solely for this program pursuant to the City of Killeen HOME TBRA Policy and Procedures in **Exhibit D** or from referrals for the program from the City's Homeless Outreach Team.

SECTION III - LEASE REQUIREMENTS

SUBRECIPIENT shall verify that each household that will receive HOME TBRA will have an executed lease with the property owner with a term of at least one year and which complies with the requirements of this Agreement. **SUBRECIPIENT** shall not be eligible for

reimbursement for HOME TBRA relating to a particular lease unless it has reviewed and approved the lease.

The lease may not contain any of the prohibited lease terms specified in 24 CFR 92.253(b). The lease may not permit the property owner to terminate the tenancy or refuse to renew the lease of a tenant of a HOME-ARP unit except for serious or repeated violation of the terms of the lease; for violation of applicable Federal State, or local laws; or for other good cause.

SECTION IV - RENT STANDARDS

Rent amounts for each HOME TBRA assisted rental unit must comply with the rent limits set forth in the City of Killeen HOME TBRA Policy and Procedures in **Exhibit D**.

SECTION V - HOUSING QUALITY STANDARDS

HOME TBRA-assisted rental units must be maintained in compliance with the housing quality standards required by 24 CFR 982.401, as well as any City property standards and all applicable accessibility standards. **SUBRECIPIENT** shall inspect housing to be occupied by a household receiving HOME TBRA to verify that it complies with the requirements of this section.

SECTION VI - TERMINATION OF TENANT BASED RENTAL ASSISTANCE TO A QUALIFYING HOUSEHOLD

If a qualifying household is absent from a HOME TBRA-assisted rental unit for more than 60 consecutive days, **SUBRECIPIENT** may, after providing written notice of the assisted household's absence to the City's Executive Director of Community Development, terminate its provision of HOME TBRA to that household.

SECTION VII - PROJECT MILESTONES

Milestone	Anticipated Start Date	Anticipated Deadline
HOME TBRA START DATE	August 1, 2025	July 31, 2026
50% OF FUNDS EXPENDED		December 31,2025
100% OF FUNDS EXPENDED		July 31,2026

SECTION VIII - OUTCOMES

Tracking Outcome measures will be a tool by which the **CITY** and the **SUBRECIPIENT** can measure services delivered and performances under this agreement.

SUBRECIPIENT provides benefits to the citizens of the City of Killeen through these outcomes:

- Up to 15 households will be assisted with Tenant Based Rental Assistance during the term of this agreement.

**Exhibit B
Budget**

SUBRECIPIENT shall provide the services listed in this Agreement within the monetary limits attached hereto and incorporated by reference herein. Rental Assistance, Security Deposit, and Utility Deposit Assistance expenditures may be adjusted as allowable, but in no event shall compensation to the **SUBRECIPIENT** exceed the costs attributable to the work performed as stated herein or the sum of Three Hundred Thousand Dollars (\$300,000.00). In no event shall Project Delivery Costs exceed 10% or Thirty Thousand Dollars (\$30,000.00) of the total allocation.

Allowable Expenditure	Amount
Tenant Based Rental Assistance (TBRA)	\$300,000.00
Rental Assistance (Up to 24 months)	\$240,000.00
Security Deposit (Maximum two (2) times monthly contract rent)	\$20,000.00
Utility Deposit Assistance (Gas, Electric, Water, & Sewer)	\$10,000.00
Project Delivery Costs	\$30,000.00
Total	\$300,000.00

SUBRECIPIENT will receive payments on the following schedule:

Funds are disbursed on a reimbursement basis through claims submitted to the **CITY**. Sub-recipients must submit requests for reimbursement to the **CITY** on a monthly basis.

Required Request for Reimbursement documentation:

- o Verification of Qualifying Household
- o Request for Unit Approval
- o Rent Reasonableness and Minimum Habitability Standards Checklist documentation
- o Rental Agreement between Agency, Tenant, and Landlord
- o For rental assistance - Copy of the Signed Executed Lease at first request (monthly rent, deposit, arrears)
- o Proof of Payment
- o Beneficiary Report Data

Exhibit C
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **SUBRECIPIENTS** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

Families in Crisis, Inc.

SUBRECIPIENT

William K. Hall Digitally signed by William K. Hall
Date: 2025.08.11 12:50:04
-05'00'

Signature

Date

Title: Director of Operations

Exhibit D
City of Killeen HOME Tenant Based Rental Assistance
Policy and Procedures

FOLLOWS



HOME Investment Partnerships

Tenant-Based Rental Assistance Program

Policies and Procedures

July 2025

City of Killeen
Department of Community Development
802 N. 2nd Street, Building E
Killeen, TX 76541
www.killeentexas.gov

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I. Background

The Home Investment Partnerships Program (HOME) was introduced in the Cranston- Gonzalez National Affordable Housing Act of 1990. The program, administered by the U.S. Department of Housing and Urban Development (HUD), is a federal block grant program that provides funding to states and localities (Participating Jurisdictions (P.J.)) to create affordable housing through acquisition, construction, or rehabilitation of affordable housing, whether for rental or homeownership, and can also provide direct rental assistance. Additionally, 15% of the HOME allocation must be set aside for Community Housing Development Organizations (CHDOs).

II. Purpose

The purpose of the HOME Program is to increase the supply of safe, decent, and affordable housing for families, especially for low-income households, and strengthen public-private partnerships in housing development. The HOME program also provides tenant-based rental assistance to low-income households, allowing them to pay no more than 30% of their income for rent and utilities.

III. HOME Investment Partnerships Activities

- Homeowner Rehabilitation
- Homebuyer Activities
- Rental Housing
- Tenant-Based Rental Assistance

IV. Tenant-Based Rental Assistance Program

The Tenant Based Rental Assistance (TBRA) Program must be operated consistent the requirements of eligible costs and requirements outlined in CFR Part 92.209. The City of Killeen may operate the program itself or may enter into a Subrecipient agreement with a PHA or other entity with the capacity to operate a rental assistance program.

The tenant-based rental assistance may be provided through a rental assistance contract in accordance with 24 CFR Part 92.209(e). The City of Killeen or the entity (or entity operating the program) must approve the lease.

V. TBRA Eligible Costs

TBRA program funds may be used to provide:

- A. Rental assistance to help pay the cost of monthly rent for up to 24 months.
 1. The amount of the monthly assistance may not exceed the difference between the established payment standard for the unit size and 30 percent of the household's monthly adjusted income.
 2. Payments must be paid directly to a third-party on behalf of the household.
 3. Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as either administrative or project delivery costs.
- B. Security deposits in conjunction with rental assistance in an amount not to exceed two month's rent for the unit.
 1. Only the prospective tenant may apply for security deposit assistance;
 2. The City or its subrecipient must pay the security deposit directly to the landlord;
 3. The security deposit may not exceed two months contract rent for the unit.
 4. The security deposit shall be used to provide compensation to the owner if the tenant,

City of Killeen HOME-TBRA Policy and Procedures

- upon vacating, owes money for damages and unpaid rent in the unit.
5. The assisted household may receive any security deposit refunded by the owner upon vacating the unit. However, if the subrecipient receives any security deposit funds returned from the owner upon the tenant vacating the unit, it must use the funds for future security deposits under the guidelines of the program. In the event the funding agreement has expired with the subrecipient, any returned deposits must be transmitted to the City of Killeen Community Development Division.
- C. Utility deposit assistance in conjunction with rental assistance and security deposit assistance.
1. The family, housing unit, and all other eligibility criteria for assistance must be followed.
 2. Only the prospective tenant may apply for utility deposit assistance.
 3. The subrecipient must pay the utility deposit directly to the service provider.
 4. TBRA utility deposit assistance is limited to the paying of deposits.
 5. Deposits should be returned to the tenant. If the City or its subrecipient receives the return of any deposit, it must use the funds for the next eligible HOME cost under the guidelines of the program, or return the funds to the CDD. In the event the funding agreement has expired with the subrecipient, any returned deposits must be transmitted to the CDD.

HOME TBRA may pay up to 100% of these costs for an eligible household.

HOME rule permits administrative (admin) funds and certain project delivery costs to be paid in association with TBRA administration.

VI. **TBRA Ineligible Costs**

- A. Program funds may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner.
- B. Program funds may not be used to prevent the displacement of tenants from projects assisted with HOME Rental Rehabilitation Program funds.
- C. TBRA cannot be used to duplicate another form of assistance. For instance, if a tenant receives a rental subsidy that lowers their rent to 30% of their adjusted income, such as a Housing Choice Voucher, they cannot receive additional HOME TBRA.
- D. Program funds may not be used to pay rental arrears.
- E. Program funds cannot be used to pay for the down payment in a lease-purchase program, although it may be used as a rental subsidy.
- F. Program funds cannot be provided to homeless persons for overnight or temporary shelters, as a valid lease is required for program enrollment.

VII. **Marketing & Outreach**

HOME rules require affirmative marketing for any program or project with 5 or more HOME assisted units. Consequently, the TBRA program must be affirmatively marketed, with procedures to be approved by CDD.

HOME TBRA should be affirmatively marketed to all persons within the target population and/or special needs group. The marketing plan must address:

1. How the program will be announced (i.e., which media and other sources);
2. Where applications will be taken (i.e., at one site or more);

3. When applications will be accepted (i.e., daily, during normal working hours or extended hours for a specified period); and
4. The method for taking applications (i.e., in person, by mail).

The willingness of owners to participate in the HOME TBRA program significantly affects the options and opportunities available to participating households. The City or its subrecipient should conduct outreach to owners of rental property to stimulate their interest in the program. Mailing program notices to owners using tax or PHA records as sources, and participating in meetings of owner and realtor associations are often effective outreach methods.

VIII. Application for Rental Assistance

All applications must be in written form and must contain, at a minimum, information that enables the City or its subrecipient to determine household composition, income and eligibility.

Each application received must be reviewed for completeness and to determine if the applicant is obviously ineligible. Grantees may elect to fully determine eligibility at the time the household makes application. However, it is rare that households bring or provide at the time of application sufficient documentation to confirm eligibility. The subrecipient will place all applicants who are apparently eligible on the waiting list pending verification of information provided.

A tenant file must be created for each application. This file will ultimately contain the application, documentation of the household's eligibility, copies of program forms, correspondence, etc.

IX. Tenant Selection

The City of Killeen or its Subrecipient must have a written tenant selection policy that clearly specifies how households will be selected for participation in its TBRA program in accordance with criteria that are based on local housing needs and priorities established in the City's consolidated plan.

TBRA may only be provided to very low- and low-income families. The city or its subrecipient must determine that the person or family qualifies as very low-income or low-income before the assistance is provided. A person or family assisted is not required be on a wait list for permanent housing assistance or on the Central Texas Council of Governments Housing Choice Voucher wait list.

There are two major components of tenant selection:

1. Income eligibility, and
2. Preferences established by the subrecipient.

NOTE: Program access cannot be limited to a particular facility's or program's clients.

Households cannot receive HOME TBRA if they are receiving rental assistance under another Federal, state or local rental assistance program **IF** the HOME subsidy would result in duplicative subsidies. However, if another rental subsidy program does not provide assistance sufficient to lower a tenant's rental payment to 30 percent of their monthly adjusted income, HOME TBRA could be provided as supplemental assistance to further reduce the tenant's rent payment to 30 percent of monthly adjusted income.

TBRA rental assistance may be provided only to families whose annual income does not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families at the time of occupancy.

The City or its subrecipient must determine whether an applicant:

- Qualifies as a family;
- Is income-eligible; and,
- Is a member of a target population under approved preferences, if any.

X. Eligible Families and Other Related Terms

The following definitions shall be applicable to all housing assisted under the TBRA Program:

1. **Dependent.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a person with disabilities, or is a full-time student.
2. **Disabled person.** A person who is under a disability as defined in Section 223 of the Social Security Act (42 USC 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)).
3. **Displaced person.** A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.
4. **Elderly family.** A family whose head or spouse (or sole member) is an Elderly, Disabled, or Handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more of those persons living with one or more live-in aides.
5. **Elderly person.** A person who is at least 62 years of age.
6. **Family.** "Family" includes, but is not limited to an elderly family or single person, the remaining member of a tenant family, and a displaced person.
7. **Handicapped person.** A person having a physical or mental impairment that:
 - a. Is expected to be of long-continued and indefinite duration.
 - b. Substantially impedes the person's ability to live independently, and,
 - c. Is of such a nature that the tenant's disability could be improved by more suitable housing conditions.
8. **Live-in Aide.** A person who resides with an elderly, disabled, or handicapped person, or persons who:
 - a. Is determined to be essential to the care and well-being of the person(s);
 - b. Is not obligated for the support of the person(s);
 - c. Would not be living in the unit except to provide the necessary supportive services; and
 - d. Is not related to the household receiving the rental assistance.
9. **Single person.** A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person, or as the remaining member of a tenant family.

Live-in Aides. A Live-in Aide may only reside in the unit with the approval of the administrator, subject to the following requirements:

1. The income of the Live-in Aide shall not be counted as household income. The Live-in Aide may be counted in terms of household/unit size as long as the Live-in Aide resides with the tenant on a full-time basis.
2. Part time Live-in Aides may not be counted in terms of family or unit size.

City of Killeen HOME-TBRA Policy and Procedures

3. The tenant's physician must sign the Physician's Verification of Live-in Aide form. The form must be placed in the tenant file.
4. The tenant, Live-in Aide and the Landlord must sign the Live-in Aide Housing Agreement. A copy of the agreement must be placed in the tenant file.
5. The Live-in Aide qualifies for occupancy only as long as the tenant needs supportive services. In the event the tenant no longer requires a Live-in Aide, the TBRA subsidy shall revert to HUD guidelines as to the applicable rents for the number of bedrooms allowed for the household.
6. If the household member requiring assistance dies, the Live-in Aide shall vacate the unit within ten days of said household member's death. If the household member requiring assistance moves out, the Live-in Aide shall vacate the unit no later than the tenant's vacate date. Upon the termination of the Live-in Aide's services for any other reason, the Live-in Aide shall vacate the unit within 24 hours.
7. The Live-in Aide shall not violate any of the landlord's house rules. The Landlord may evict the Live-in Aide if s/he violates any of the House Rules.

Applicants must disclose all real, potential, or perceived conflicts of interest as outlined in 24 CFR 92.356. All conflicts of interest must be disclosed and resolved prior to providing HOME TBRA assistance to the household.

XI. Waiting List

After a family has been determined eligible for the TBRA program, the subrecipient shall place the family on a waiting list in chronological order of completed application received.

The waiting list shall comply with 24 CFR Part 92.253(d). The waiting list should show the family's name, date and time of application, local preferences if applicable, and appropriate size of units in bedroom.

Families currently on a Section 8 or other rental assistance waiting list who received TBRA shall not be harmed or removed from the subrecipient waiting list. In any case where assistance under Section 8 becomes available, recipients of TBRA will qualify for tenant selection preferences to the same extent as when they received TBRA.

XII. Written Notice of Rejection

If an applicant is rejected for the program, the City or its subrecipient must provide in writing the reason(s) for rejection and provide an administrative process for the applicant to appeal the determination.

XIII. Annual Income

Income must be verified before assistance is provided and re-examined annually thereafter. Income limits are established by household size and revised annually by the HUD.

Household income under HOME-funded TBRA program must be calculated using the definition of annual income at 24 CFR Part 5 (Section 8).

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of

income.

Annual income includes, but not limited to:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
- b. The net income from operation of a business or profession, including independent contractor work not limited to: Uber, Lyft, Door Dash, etc.
- c. Interest, dividends, and other net income of any kind from real or personal property.
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum payment from a delayed start of a periodic payment.
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- f. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay, and allowances of a member of the Armed Forces.

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the age of 18 years.
- b. Payments received for the care of foster children.
- c. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal or property losses.
- d. Amounts received by the family that is specifically for, or in reimbursement of the cost of medical expenses for any family member.
- e. Income of a Live-in Aide.
- f. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- h. Amounts received under training programs funded by HUD.
- i. Temporarily, nonrecurring or sporadic income (including gifts).
- j. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period must be annualized.

XIV. Verification of Income

The City or its subrecipient must determine annual income by reviewing source documents for at least two months, evidencing annual income (for example, wage statement, interest statement, unemployment compensation) for the TBRA-assisted household.

Income and asset source documentation for new TBRA recipients is good for a six- month period. If a TBRA contract is not executed before the six months has expired, the household's income eligibility must be reviewed again before assistance may be provided.

It is the obligation of the City or its subrecipient to obtain complete information from applicants and thoroughly document the methods by which it has verified all pertinent information in the

applicant's file.

XV. Rent Limits

The HOME TBRA uses the rent limits provided and updated annually by HUD with adjustments for number of bedrooms in the unit. The rent limits will apply to the rent plus the utilities or utility allowance.

- A. **Rent Limit for Low-Income Households:** For any HOME TBRA units occupied by "low-income households," the rent must comply with the rent limitations in CFR Part 92.252(a). The maximum rents are the lesser of:
 - i. The fair market rent (FMR) for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
 - ii. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions. This is also known as the high HOME rent limit.
 - iii. Notwithstanding the foregoing, when a household receives a form of federal tenant-based rental assistance (e.g., housing choice vouchers), the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rent subsidy allowable under the rental assistance program).

- B. **Rent Security Deposit Assistance:** In accordance with 24 CFR 92.209 (i), the amount of HOME funds provided for a security deposit may not exceed the equivalent of two month's rent for the unit.
 - i. Security deposits must be paid directly to a third-party on behalf of the household.
 - ii. Any portion of the security deposit which is returned at the end of the lease must be returned to the tenant.

- C. **Utility Deposit Assistance:** Utility deposit assistance may be provided as an eligible program activity only in conjunction with security deposits and/or rental assistance.
 - i. Utility deposit assistance may only be applied to the utilities described in the Killeen Housing Authority Utility Allowance schedule.

XVI. Rental Assistance Calculation

The rental assistance payment is maximum amount that the HOME TBRA program may pay to assist any given household is the difference between 30 percent of the household's adjusted monthly income using the requirements in 24 CFR Part 5.611 and the rent limit established by the subrecipient, known as the payment (rent) standard.

Adjusted income is derived by subtracting any of five deductions (or allowances) that apply to the household from the household's annual (gross) income. The household's eligibility for deductions depends, in part, on the type of household that it is. For disabled households, deductions are permitted for:

- A. Elderly or disabled household deduction - \$400 per household;
- B. Dependent - \$480 for each household dependent (non-head of household under 18, disabled, or a full-time student);

- C. Child care expenses;
- D. Medical expenses in excess of 3% of annual income; and
- E. Disability assistance expenses in excess of 3% of annual income.

These must be calculated and documented as specified in HOME Program guidance, including Chapter 4 of the Technical Guide for Determining Income and Allowances for the HOME Program, available at:

<https://www.hudexchange.info/resources/documents/HOMEGuideForIncomeAndAllowances.pdf>.

This gap is then the constant amount of the monthly TBRA assistance. The household is free to select an actual unit that costs more or less than the subrecipient's payment (rent) standard.

- A. **Unit costing more:** If the household selects a unit costing more than the payment (rent) standard, the household's monthly payment will exceed 30 percent of its monthly adjusted income. Should a household elect a unit that exceeds the subrecipient's payment (rent) standard, the subrecipient should obtain documentation signed by the household that it understands the unit is considered unaffordable to their income level.
- B. **Unit costing less:** If the household selects a unit costing less than the payment (rent) standard, the household's monthly payment will be less than 30 percent of its monthly adjusted income.

Rental assistance is subject to the following:

- A. **Minimum Family Contribution:** Participating households must pay at least \$10.00 per month (the greater of \$10.00 or 30% of their adjusted monthly income) towards rent.
- B. **Maximum TBRA Subsidy:** The TBRA subsidy may not exceed the difference between the Payment Standard and 30 percent of the household's monthly adjusted income.

Upon approval of a rental unit, a final subsidy calculation is required to determine the tenant's share and assistance amount.

XVII. Issuance of Rental Coupon

The Tenant Based Rental Assistance Coupon is the sole document, which authorizes the family to look for an eligible rental unit for the TBRA program. The Rental Coupon specifies the appropriate unit size necessary to meet the family's needs.

The Rental Coupon also sets forth a number of requirements regarding both Family and City or its subrecipient responsibilities that apply only while the Rental Coupon is in effect but also after the Rental Assistance Contract is executed on behalf of the family.

- A. The Rental Coupon term is for a 60-day period, within which the family must submit a Request for Unit Approval if it is to utilize the Rental Coupon. The City or its subrecipient may extend the term to a maximum 60-day additional period.
- B. The Rental Coupon is only valid within the jurisdiction of the City of Killeen. Rental Coupons are not portable outside the jurisdiction of the City of Killeen.

When a family receives a Rental Coupon, the subrecipient must conduct a briefing session to provide the family with an explanation of program requirements, information to assist it in finding a suitable unit, and an explanation of family and owner responsibilities.

The information and specific items which must be given to families in the briefing session are, but

not limited to:

1. Families and owners responsibilities under the lease and contract;
2. How to find a suitable unit;
3. Fair housing information, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination;
4. The location and characteristics of the full range of neighborhoods in which the subrecipient is able to execute Rental Assistance Contracts;
5. Applicable Fair Market Rents (FMRs), how the Gross Family Contribution (GFC) is determined, and how housing assistance payments are determined;
6. Limitations on the rent the owner may charge, including how utility allowances are used in this determination;
7. Security deposit policy, including how much may be charged, who pays, and who receives any refund;
8. Information to the families concerning NSPIRE inspections, Rental Assistance Contract, schedule of allowances for tenant-furnished utilities and other services, and the process for lease approval; and
9. Coupon expirations and extension policies.

XVIII. Unit Approval

A. Eligible Units

The HOME TBRA program offers households great flexibility in selecting a housing unit. Households must be free to select the unit of their choice.

- i. Public or private: Units under the TBRA program may be publicly- or privately-owned. Publicly- owned units include public housing, Section 811, Section 202, HOPE 6, Continuum of Care, and HOPWA.
- ii. Combining rental assistance with another rental assistance program: HOME TBRA rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance (e.g. Section 8 or Continuum of Care rental assistance) or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources.
- iii. Combining security and utility deposit assistance with another security or utility deposit program: HOME TBRA security and utility deposit assistance cannot be provided to a program participant who is receiving security deposit or utility deposit assistance through other public sources.
- iv. Rents must be reasonable: Subrecipients must disapprove a lease if the subrecipient determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- v. HOME-funded units are permissible: Households may select units developed or rehabilitated with HOME assistance. However, the subrecipient may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.
- vi. Portability is not permitted within the first year. The City of Killeen does not allow TBRA assistance to be used outside of the city boundaries without written approval from the Executive Director of Community Development.

B. Environmental Review

Based on 24 CFR 58.35(b), TBRA projects are Categorical Excluded Not Subject to 58.5. While

the program as a whole was cleared, the subrecipient must still complete the Compliance Documentation Checklist for 24 CFR Part 58.6 prior to the execution of a rental assistance contract, submit the checklist to HCDD, and maintain a copy in the tenant file.

C. Determination of Unit Size

The unit size designated shall be assigned in accordance with the following criteria:

1. No more than two persons are required to occupy a bedroom;
2. Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
3. Children of the same sex (regardless of age) and spouses must share the same bedroom for purpose of assigning the bedroom size on housing coupon;
4. Unborn child may be considered for purpose of assigning the bedroom size on housing coupon.
5. In some cases, however, the relationship, age, sex, health, or handicap of the family members may warrant the assignment of a larger unit size. Such flexibility is permissible to the extent the determinations are made on the basis of these factors. Such allowable determination should be fully documented in the applicant's file. For example, a two-bedroom unit may be used by a two-member family which consists of a single parent and child or by a couple who, due to medical reasons, must have separate bedrooms, as approved by the City or its subrecipient.
6. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

D. Rent Reasonableness

The City or its subrecipient must certify all units assisted with TBRA are reasonable in relation to rents currently being charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the owner for comparable unassisted units.

The subrecipient must document the basis for its rent reasonableness determination. Key components of a comparability analysis include:

- i. Location: In many markets location is the key determinant of housing price.
- ii. Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- iii. Utilities Included: Consider the type and fuel source of utilities.
- iv. Condition: Only units in similar condition should be compared.
- v. Amenities: Consider such amenities as garage, appliances and lot size.

It is not sufficient to approve a unit merely because its gross rent is within the applicable FMR limits.

E. Property and Occupancy Standards

Any TBRA assisted property must meet all applicable City housing codes and ordinances as well as the **NSPIRE** Standards. Inspection to verify compliance with **NSPIRE** Standards and occupancy standards are made both at initial move-in and annually during the term of the TBRA assistance.

Inspections must be conducted and documented at least 48 hours prior to signing a lease for move in and annually during the term of the TBRA assistance. For households receiving one-time security deposit assistance, a unit inspection is required only at the time that assistance is provided. A written inspection form must be signed, dated, and retained in the tenant file.

If a unit fails inspection, the inspection form will contain comments detailing the areas that failed to meet NSPIRE standards and will prescribe the necessary repairs needed to pass inspection. If the landlord is willing to repair the items listed, they will need to submit a written statement detailing the repairs that were completed. The owner is responsible for completing all repairs and the subrecipient must re-inspect the unit and verify completion. A participant cannot receive TBRA until the landlord corrects all issues noted in the inspection report and the City or its sub-recipient has re-inspected and approved the unit.

The subrecipient must apply the occupancy standards that specify the number of bedrooms needed by households of various sizes and composition, as defined in Section XVIII(C).

The subrecipient must also ensure that the landlord makes reasonable accommodations for the accessibility needs of the tenant.

F. Lead Based Paint

The TBRA program must adhere to Federal Regulation 24 CFR Part 35.

- i. Tenants must receive the fact sheet "Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home" (EPA) and the pamphlet "Protect Your Family from Lead" (EPA) at the time of application.
- ii. Tenants must receive the Elevated Blood Level form (tenant signature optional) and the Tenant Notice of Defect/Notice of Elevated Blood Level Above 15 ug form prior to move in.
- iii. A sign off form indicating that the tenant has received the four documents must be in place in tenant files.
- iv. Visual assessment of units built prior to 1978 must take place during the HQS inspection. Exemptions include 0 bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.
- v. If deteriorated paint is identified in the visual assessment,
 - a. Lead based paint stabilization/abatement procedures must take place at the expense of the owner within 30 days of notification to the owner (24 CFR Part 35.1330(a) and (b).)
 - b. The owner of the unit must meet the requirements of paint stabilization as defined in 24 CFR Part 35.110. Paint stabilization must be conducted in accordance with procedures outlined at 24 CFR 1330(a) & (b). Owners must pay for stabilization and/or abatement procedures prior to move-in (or during occupancy). If the owner declines to provide stabilization, another unit must be selected.
 - c. Owner must provide a copy of the clearance report performed in accordance with 24 CFR 35.1340 whenever paint stabilization is undertaken. Owner must provide tenant.
- vi. If lead based paint or deteriorated paint in non-exempt units is identified following

move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if necessary, the owner is responsible for relocating the tenants to a comparable dwelling free of lead based paint hazards while the work is taking place.

- vii. Owner must adopt procedures to ensure that on-going maintenance activities are conducted in accordance with 24 CFR 35.1355 during the term of assisted tenancy.
- viii. Identification of the number of units built prior to 1978 and the number of children and pregnant women residing in each unit must be provided on TBRA tenant project set-up forms.

XIX. Lease Approval

After a family finds a unit, which is suitable for its needs, it must submit a completed Request for Unit Approval, signed by both parties, to the City or its subrecipient along with a copy of the proposed lease, if supplied by the owner/landlord.

The City or its subrecipient shall review the request to determine if the owner is eligible, if the unit is eligible, if the lease complies with the program requirements in 24 CFR 92.253 governing prohibited and required lease provisions, and if the lease complies with state and local laws.

After a Request for Unit Approval has been approved, the City or its subrecipient must prepare the Rental Assistance Contract for execution by the owner and the City or its subrecipient, and execution of the lease between the family and the owner. No rental assistance will be paid until the contract has been executed. The City or its subrecipient must retain a copy of the contract and lease in the family's file.

The lease must contain certain required provisions which include the tenant and the City or its subrecipient shares of the rent, the landlord's responsibility for maintenance and services, any utilities and appliances which the owner will provide, the condition necessary for eviction, the prohibition against discrimination, and the amount of security deposit.

The lease may not contain any of the following provisions:

1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
2. **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
4. **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
5. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

6. **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury.
7. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
8. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant however, may be obligated to pay costs if the tenant loses.

The subrecipient will also provide the required VAWA lease addendum.

The lease between a tenant and an owner of rental housing assisted with TBRA funds must be for not less than one year in programs that are not participating in self-sufficiency programs. The subrecipient may renew a lease for an additional year. The total time allocated for a family to receive TBRA must be not more than two years per grant award.

The owner may not terminate the tenancy or refuse to renew the lease of the tenant except for serious or repeated violation of the terms and conditions of the lease; for violations of applicable federal, state, or local law; or for other good cause.

Any termination or refusal to renew must be preceded by not less than 30-day notice by the owner specifying the grounds for the action.

XX. Project Set-up

Upon completion of all family and unit eligibility requirements, the designated Community Development Division staff shall submit a completed Project Set-up Report to Community Development Grants Program Manager (Manager). Upon receipt of the Project Set-up Report, Manager will submit the family for participation in the TBRA program through HUD's IDIS system. IDIS will assign an activity number to the project that CDD will issue to the subrecipient.

XXI. Payment Request

Upon receiving an activity number for a family, the subrecipient must submit a Request for Funds form to obtain funds for the family's rental assistance. Monthly requests will be submitted, but up to 2 months of rent (plus any approved security and/or utility deposits) may be requested with CDD approval.

Upon receiving the funds, the subrecipient must disburse the funds within 15 days to the destination of the funds, such as landlords and utility providers. The subrecipient must return any funds not distributed within the time limit to CDD.

The subrecipient may request administration or project delivery costs funds with each Payment Request.

The subrecipient must maintain their financial records in such a manner that is easily possible to summarize subsidy amounts provided by household and owner. The subrecipient must report to the Internal Revenue Service annually the amount of rental income paid to owners.

XXII. Annual Recertification

Families receiving TBRA assistance may be approved for renewal of the lease and assistance contract for another year, up to the 24-month limit.

The City or its sub-recipient must re-examine the incomes of all program participants annually using source documentation. The City or its sub-recipient must re-evaluate household income, size, and composition and adjust the amount of rental assistance according to the circumstances in effect at the time of recertification. If there are changes in household size, the City or its subrecipient must determine income compliance of the family and the proper unit size. Annual recertifications shall also include an NSPIRE inspection and request for rent increase

The re-examination process should begin 90-120 days in advance of the household's one year anniversary date to assure that the process is completed on time and that 30-day notice is given to both the owner and tenant of changes in the household's eligibility or share of the rent.

If at re-examination, a household's income exceeds the HOME low-income limit (80% AMT), the household is no longer eligible for the HOME TBRA program. The TBRA assistance must be terminated after the subrecipient gives notice of at least 30 days to the tenant and the landlord. While the rental assistance payments will end at that time, the household's lease cannot be terminated for an increase in income.

XXIII. Annual NSPIRE Unit Inspections

All units assisted with TBRA funds must meet NSPIRE standards. Each unit under contract must be inspected at least annually to assure all NSPIRE requirements are met. Unit may also be inspected as a result of housing quality complaints initiated by the owner or tenant.

If a unit fails to pass an inspection, the owner may be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies. If the owner fails to make the needed corrections, the program administrator may:

1. With adequate notice to the owner and household, terminate the HOME Rental Assistance Contract and require the household to move to another location in order to continue to receive assistance; or
2. Temporarily suspend its payments until the owner remedies the NSPIRE deficiencies. (Note: If this second approach is taken, the tenant should be encouraged to continue to pay its share of the rent in order to prevent eviction.)

XXIV. Requests for Rent Increase

Unless the initial rent negotiations were for the two-year period, owners may request a rent increase at the end of the first year of the contract. The program administrator must again determine that the proposed rent is reasonable in comparison to rents charged for other comparable, unassisted units.

Rent increases are also subject to 30-day notice.

XXV. Rental Assistance Payment Contract Termination

The contract automatically terminates when:

1. The family vacates the unit in violation of the lease;
2. The family has moved from their unit according to the lease terms, or secured the owner's

- permission for an early termination date, and the lease term has therefore ended;
3. The owner has required the family to move according to the lease term, and the lease term has therefore ended;
 4. The owner has evicted the family with authorization from the City or its subrecipient;
 5. The owner does not wish to enter into a new contract, or refuses to renew or extend the current one;
 6. The length of assistance provided the family with the existing TBRA grant has reached two years.

Under the following circumstances, the City or its subrecipient may terminate the contract prior to its regular termination date:

1. The unit is not in compliance with NSPIRE or other contract requirements, and the owner refuses to correct the deficiencies;
2. The unit is overcrowded or under occupied due to family composition change which requires the family to move;
3. The family, at recertification, has been determined ineligible due to their income.
4. The subrecipient is unable to approve a new Request for Unit Approval where a contract is expiring due to gross rent exceeding FMR;
5. The City or its subrecipient has determined that the owner is not in compliance with the terms of the contract;
6. The City or its subrecipient has determined that the family is not in compliance with the terms of its rental coupon;
7. A family has been determined to have abused the program, or to have engaged in fraudulent activities.

A Project Close-out Form must be completed when a family is terminated for any reason from the TBRA program.

XXVI. Lease Terminations/Evictions

During the term of the lease, the owner may only terminate the tenancy because of:

- Serious or repeated violation of the lease;
- Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- Criminal activity; or
- Other good cause.

Owners must comply with all state and local laws. Other requirements should only be imposed if the City or its subrecipient has a specific reason for intervening in the tenant-landlord relationship. For example, if the City or its subrecipient is using TBRA assistance in conjunction with some other program (i.e., self-sufficiency, life-skills, etc.) in which the Grantee is providing additional counseling or support, may want to consider requiring the owner to notify the Grantee before taking any termination action.

If the household is evicted for cause, the TBRA assistance will also be terminated.

XXVII. Tenant Move

Tenant may elect to move to another unit as permitted by the lease. The TBRA Rental Assistance Contract contains provisions that terminate the program administrator's agreement with the owner when the household moves out. To assure that TBRA subsidies are not paid on units no longer

occupied by an eligible tenant, the lease agreement must require that the household provide a minimum of 30 days written notice of their plans to relocate to both the owner and program administrator.

If the tenant is in compliance with program requirements, the TBRA assistance may be transferred to another eligible units, following the same procedures for determining unit eligibility and rent assistance.

XXVIII. Other Requirements

- A. Fair Housing: Protected Classes and Prohibited Activities under Fair Housing and HUD's Equal Access Rule
- i. Subrecipients and the owner or agents of the owner shall not discriminate in the provision of housing on the basis of race, color, sex, national origin, religion, familial status, or disability [the seven protected classes under the Fair Housing Act]. Nondiscrimination means that owners cannot refuse to rent a unit, provide different selection criteria, fail to allow reasonable accommodations or modifications, evict, or otherwise treat a tenant or applicant in a discriminatory way based solely on that person's inclusion in a protected class. Owners may not engage in steering, segregation, false denial of availability, denial of access to services or amenities, discriminatory advertising, or retaliation against individuals that make fair housing complaints.
 - ii. Effective March 5, 2012, all HUD funded properties (including HOME/CDBG/CDBG-O/NSP funding) are subject to the rule entitled "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity." According to this rule, HUD-assisted properties must make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status. Additionally, HUD-assisted housing providers are prohibited from inquiring about the sexual orientation or gender identity of applicants and occupants for the purpose of determining eligibility for housing. For purposes of this rule, the term "gender identity" means actual or perceived gender-related characteristics and the term "sexual orientation" means homosexuality, heterosexuality, or bisexuality.
 - iii. Property owners & managers must allow persons with disabilities to make reasonable modifications (structural changes) so that they can fully enjoy their homes. Also, property owners and managers must allow reasonable accommodations (flexibility in rules and policies) so that persons with disabilities may fully enjoy their homes.
- B. Required Actions
- i. All subrecipients should be familiar with both state and federal civil rights and fair housing laws. The City strongly encourages sub-recipients to provide Fair Housing and Equal Opportunity training for all staff, including maintenance staff, associated with any property. Staff should attend a Fair Housing and Equal Opportunity training at least once every calendar year.
 - ii. All participant selection plans must acknowledge that the program follows the Fair Housing Act's nondiscrimination requirements. In addition, tenant signed forms must include the Fair Housing and Equal Opportunity logos below.
 - iii. Violence against Women Reauthorization Act of 2013 (VAWA)
 - a. Notification of Occupancy Rights under VAWA and Certification Form: The sub-recipient must ensure that notice of occupancy rights which is set forth in Form HUD 5380 is provided to each of its applicants and to each of its tenants. The sub-

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recipient must provide the certification form set forth in Form HUD 5382 to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit or denied admission to a HOME-assisted unit based on the sub recipient's participant selection policies and criteria. The sub-recipient must also provide the notice of occupancy rights and the certification form with any notification of eviction.

- b. Lease Addendum: The lease addendum incorporates all of the requirements that apply to the owner under 24 CFR part 5, subpart L, and 24 CFR 92.359(e), including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The City lease addendum also states that the tenant may terminate the lease without penalty if the City determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).
- c. Emergency Transfers: The sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The sub-recipient may provide Form HUD -5383 to a tenant that is requesting an emergency transfer. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the sub-recipient must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME- assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the sub-recipient may:
 1. Establish a preference under the sub recipient's HOME program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e); and
 2. Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.
- d. No person may deny assistance, tenancy, or occupancy rights to HOME TBRA assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the sub-recipient and/or manager of HOME- assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The sub-recipient and or manager of HOME-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.
- e. Confidentiality (Tenant Information Related to Domestic Violence, Dating

Violence, Sexual Assault, or Stalking): The sub-recipient shall ensure that any information submitted to the sub-recipient and or staff of HOME-assisted housing including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing.
2. Required for use in an eviction proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking; or
3. Otherwise required by applicable law.
4. Remedies Available to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

The sub-recipient may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases. If a household who lives in a HOME-assisted rental unit separates under 24 CFR S.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

5. Limitations of VAWA Protections: VAWA, as applied in this Agreement, does not limit the authority of the sub-recipient, when notified of a court order, to comply with a court order with respect to:
 - a. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - b. The distribution or possession of property among members of a household.

VAWA as applied in this Agreement does not limit any available authority of the Sub-recipient to evict a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

VAWA, as applied in this Agreement, does not limit any available authority of the sub-recipient to terminate assistance to or evict a tenant under a covered housing program if the sub-recipient can

demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Project would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in 24 CFR 5.2003.

Any eviction or termination of assistance should be utilized by the Subrecipient only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns.

- a. HUD 5381: Model Emergency Transfer Plan. The owner must create a model plan specific to each project. The plan must be made available for review by tenants and by CNCS.
- b. HUD 5382: Certification of Domestic Violence Dating Violence, Sexual Assault, or Stalking. This form is to be used by tenants as a self-certification form. A copy must be attached any time the HUD 5380 is distributed.
- c. HUD 5383: Emergency Transfer Request. This form is used by tenants to request a transfer under VAWA.

XXIX. Recordkeeping and Reporting

The subrecipient is responsible for ensuring that TBRA funds are used in accordance with all program requirements of 24 CFR Part 92.508, and for documenting compliance. The subrecipient must establish and maintain sufficient records to enable CDD to determine whether the subrecipient has met the requirements of the TBRA program. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and sub-recipients, in order to make audits, examinations, excerpts, and transcripts.

The subrecipient must report monthly to CDD on the status of the program, in the format specified by the City.

XXX. Tenant Records

Recordkeeping and Record Retention requirements must be in compliance with 24 CFR 92.508. For TBRA projects, records must be retained for five years after the period of rental assistance ends or from the time the project is closed, whichever is longer.

The tenant files shall contain, but are not limited to, the following:

- Original application with copies of social security cards for each household member;
- Income verifications, along with source documentation;
- Annual release of information forms;
- Rental coupon, Request for Unit Approval, and other materials related to coupon issuance;
- Completed NSPIRE/HQS inspection form for the unit;
- Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in;

City of Killeen HOME-TBRA Policy and Procedures

- Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications;
- Annual adjusted income worksheet and other related documents;
- Utility allowance schedule;
- Total Tenant Payment / Total Rent form;
- Rental Assistance Payments Contract and Lease Agreement; and
- Project Set-up and Project Closeout (IDIS).

Any tenant must give permission for the City of Killeen to review records to determine program compliance prior to receiving assistance.

XXXI. Program Monitoring

CDD staff will review all monthly progress reports and will monitor the subrecipient TBRA program according to the requirements of 24 CFR 92.504(a) by reviewing monthly reports, claims, and other information.

The monitoring review may be done remotely or in person. At least two weeks of notice will be given to the recipient before monitoring begins so that the recipient can prepare using a monitoring checklist. The checklist will contain a list of areas that will be reviewed and documents that will need to be made available at the time of monitoring.

Upon completion of a monitoring review, the City will send a letter detailing all concerns and findings discovered during the review. The letter will be sent within 30 calendar days of the monitoring unless an investigation of findings requires more time. If there are findings or concerns discovered, the letter will request the recipient to submit a specific resolution or correction within a certain period of time.

Significant deficiencies in program files or other record keeping that are found during a monitoring will result in required Plans of Corrective Action with possible loss of funds or repayment to the City.

During the annual compliance visit:

- HQS inspections of randomly selected units will occur
- Administrative and financial procedures and files will be reviewed;
- TBRA tenant files will be randomly reviewed.

A compliance follow-up report will be mailed to the subrecipient.

Should the follow-up report include findings/concerns, the subrecipient must respond in writing within thirty days regarding remediation of the findings and compliance with federal regulations and CDD policies and procedures.

CDD reserves the right to terminate the agreement and recapture funds:

- If funds are not committed and/or expended by the dates referenced in the funding agreement, or if the project substantially changes after the funding commitment.
- If the program is no longer feasible or is not progressing timely so that the imposed deadlines will be met, funds may be recaptured.
- If the subrecipient becomes suspended or debarred.

Other bases for termination and recapture are included in the funding agreement.

XXXII. Closeout

A final close out report must be submitted to The City within 30 days after the award expires. The City will provide a form on which Subrecipient will record information regarding their award performance. All reports must be submitted as requested by the City for the Subrecipient to remain eligible for future HUD funds.

DRAFT



FAMILIES IN CRISIS TENANT- BASED RENTAL ASSISTANCE SUBRECIPIENT AGREEMENT

RS-25-128

August 19, 2025

Background

- Each year the U.S. Department of Housing and Urban Development (HUD) awards HOME Investment Partnership (HOME) funds to eligible entitlement communities; also known individually as a Participating Jurisdiction (P.J.).
- The City of Killeen is recognized by HUD as a P.J. and receives HOME funds annually.
- HUD allows a P.J. to sub-award HOME funds to subrecipient to carry out HOME activities.

HOME Eligible Activities

3

- Eligible HOME-funded activities include:
 - ▣ Homeowner rehabilitation;
 - ▣ Homebuyer activities;
 - ▣ Rental housing; and
 - ▣ Tenant-based rental assistance (TBRA).
- Each HOME activity must benefit a low to moderate income household.

Tenant-Based Rental Assistance (TBRA)

4

- TBRA provides financial assistance to income eligible households for:
 - ▣ Rent;
 - ▣ Security deposits; and
 - ▣ Under certain conditions, utility deposits.
 - Assistance for utility deposits may only be provided in conjunction with a TBRA security deposit or monthly rental assistance program.

Families In Crisis (FIC)

5

- FIC has experience in administering rental assistance programs and is a HUD Certified Housing Counseling Agency.
- FIC will target persons or families currently receiving services within its operations.
 - ▣ Any qualified household within the City of Killeen may apply for TBRA.
- The amount of the agreement is \$300,000.00
 - ▣ This amount includes direct assistance and project delivery costs.

FIC TBRA Goals

6

- The FIC TBRA will assist up to 15 households with up to 24 months of rental assistance.
- Establish long-term housing stability by:
 - ▣ Reducing the number of households that are homeless or at-risk of homelessness.
 - ▣ Reducing the number of households at risk of eviction.
 - ▣ Providing supportive services and education for household self-sufficiency.
 - ▣ Increasing housing affordability for low-income households.

Summary Slide Title

7

- Staff recommends that City Council authorize the City Manager, or his designee, to execute a HOME Investment Partnership Subrecipient Agreement with Families in Crisis for the purpose of administering a Tenant-based Rental Assistance program in the amount of \$300,000.00.



City of Killeen

Staff Report

File Number: RS-25-129

Consider a memorandum/resolution authorizing Contract Amendment No. 1 with Kimley Horn and Associates, Inc., for the Featherline Road Reconstruction Project, in the amount of \$82,173.76.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Authorize the execution of Contract Amendment No. 1 with Kimley Horn and Associates, Inc. for the Featherline Road Reconstruction Project

BACKGROUND AND FINDINGS:

This project was discussed at the City Council meeting on September 17, 2024, during the future bond discussion. During the meeting, the Council selected projects to be included in a Certificate of Obligation (CO) Bond for early 2025. The reconstruction of Featherline Road was included in those projects. The reconstruction of Featherline Road was also the topic in several meetings related to development along the roadway. The public expressed a strong interest in the project. As a result, staff proposed to move forward with the design of the Featherline Road project prior to the start of the bond process. This sped up the timeline of the design and start of construction.

On January 7, 2025, the City Council approved the design contract with Kimley Horn Associates Inc, in the amount of \$1,833,873.00. The project includes replacement of the existing two-lane roadway with a 3-lane road, (one lane of traffic each way with center turn-lanes and median) between Stagecoach Road and Chaparral Road. The project will construct sidewalks, street trees, and lighting along the entire length. This project will include the installation of a 12-inch water main, which is a project included in the proposed 2025 Water Master Plan and stormwater improvements. Also included in this project is the improvement of the intersection of Featherline Road and Malmaison Road. The improvement will include either a roundabout or signalized intersection.

During the design it was determined that the waterline replacement needed to be extended beyond the intersection with Featherline Road to the west to the intersection of W.S. Young. This contract amendment will provide the necessary design to install the new waterline up to W.S Young.

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 fee for services under this agreement for the current fiscal year is \$82,173.76.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

This project was included in the 2025 W&S Bond issue that occurred in June 2025. The appropriation will occur in September 2025 via the approved year end budget amendment.

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

Upon approval of the year end budget amendment, bond funds will be budgeted in account 355-56200-900-450-925018.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or designee to execute Contract Amendment No. 1 with Kimley Horn and Associates, Inc, for the Featherline Road Reconstruction Project, in the amount of \$82,173.76

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Contract Amendment
Presentation



June 26, 2025

Andrew Zagars, P.E.
City Engineer
PW-Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157

***RE: Amendment Number 1 to Professional Services Agreement
Featherline Road Reconstruction Project***

Dear Mr. Zagars,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “Engineer”) and the City of Killeen (the “Client” or the “City”) entered in a Professional Services Agreement dated January 8, 2025 (“Agreement”) concerning Featherline Road Reconstruction Project (“Project”).

The parties now desire to amend the Agreement to include services to be performed by Engineer for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

PROJECT UNDERSTANDING

It is Engineer’s understanding that the City would like to extend the proposed 12-inch waterline from Featherline Road to WS Young Dr along Stagecoach Rd to replace the existing 8-inch waterline. It is our understanding that the proposed waterline will tie into a stubout on the south side of WS Young Dr and will not cross Stagecoach Rd. The total length of the additional 12-inch waterline is approximately 2,000 linear feet. Kimley-Horn will be responsible for additional water line design, SW3P, and TCP services for approximately 2,000 linear feet along Stagecoach Rd as part of this Amendment. It is the Engineer’s understanding that the City has an active construction project along Stagecoach Rd within these project limits and will provide the topographic survey, SUE, and ROW boundaries collected with the Stagecoach Rd project for the Engineer’s use.

Engineer will provide the services specifically set forth below.

(The remainder of this page is intentionally left blank)

SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Killeen agrees to complete the following tasks:

- Attend project coordination meetings.
- Provide As-Built plans and design files for previous projects along Stagecoach Rd, WS Young Dr, and Featherline Rd
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.
- Provide plans and CAD files of topographic survey, ROW boundaries, and SUE along Stagecoach Rd.

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described below.

1. PROJECT ADMINISTRATION AND COORDINATION

The Engineer will:

- 1.1. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing

2. ENVIRONMENTAL SERVICES

No scope for this task is included as part of the supplemental.

3. PUBLIC INVOLVEMENT SERVICES

No scope for this task is included as part of the supplemental.

4. SCHEMATIC DESIGN SERVICES

No scope for this task is included as part of the supplemental.

5. FINAL ROADWAY DESIGN

- 5.1. Storm Water Pollution Prevention Plan (SW3P)
 - Produce Erosion Control Sheets double banked at 1"=50' scale consisting of temporary erosion and sediment control devices.
 - Identify appropriate Erosion Control Standards
- 5.2. Prepare traffic control plan to consist of:

- Construction Phasing and Sequencing
- Engineered traffic control plan (one (1) phase)
- Traffic Control Narrative
- TCP Typical section along Stagecoach Rd
- No detailed detour plan or trenching across Stagecoach Rd are included

6. DRAINAGE DESIGN SERVICES

No scope for this task is included as part of the supplemental.

7. TRAFFIC ENGINEERING SERVICES

No scope for this task is included as part of the supplemental.

8. LANDSCAPE ARCHITECTURE

No scope for this task is included as part of the supplemental.

9. ROUNDABOUT DESIGN

No scope for this task is included as part of the supplemental.

10. TRAFFIC SIGNAL DESIGN

No scope for this task is included as part of the supplemental.

11. DESIGN SURVEY SERVICES

No scope for this task is included as part of the supplemental. The City will provide topographic and boundary survey CAD files for the Engineer to use.

12. ROW ACQUISITION SERVICES

No scope for this task is included as part of the supplemental.

13. SUBSURFACE UTILITY ENGINEERING

No scope for this task is included as part of the supplemental. The City will provide SUE CAD files for the Engineer to use.

14. GEOTECHNICAL AND PAVEMENT DESIGN

No scope for this task is included as part of the supplemental.

15. WATERLINE DESIGN

It is Engineer's understanding that the City would like to extend the proposed 12-inch waterline from Featherline Road to WS Young Dr along Stagecoach Rd to replace the existing 8-inch waterline. The total length of the additional 12-inch waterline is approximately 2,000 linear feet. The existing 8-inch waterline will be abandoned in place. The Engineer will utilize the

topographic survey, SUE, and ROW boundaries provided by the City to complete the waterline design.

15.1. Prepare waterline plan and profile sheets

The engineer will prepare the following deliverables:

- PDF of the following 60% Design Plans (11"x17"):
 - Layout sheet
 - Utility Notes
 - Waterline Plan and Profile sheets
 - Waterline Detail sheets
- PDF of the following 90% Design Plans (11"x17"):
 - Layout sheet
 - Utility Notes
 - Waterline Plan and Profile sheets
 - Waterline Detail sheets
- Final Plans Submittal to contain:
 - PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - PDF of Project Manual
 - CADD files for as-builts
 -

16. BOUNDARY SURVEY SERVICES

No scope for this task is included as part of the supplemental.

17. UTILITY COORDINATION

The Engineer will:

- 17.1. Attend up to two (2) coordination meetings with individual utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements. No utility relocations are anticipated.
- 17.2. Determine which utilities will conflict with proposed construction and develop Utility Conflict Matrix.
- 17.3. Update and maintain a utility layout in OpenRoads Designer. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place.

18. TDLR REGISTRATION

No scope for this task is included as part of the supplemental.

19. BIDDING PHASE

No scope for this task is included as part of the supplemental.

20. AS AUTHORIZED ENVIRONMENTAL

No scope for this task is included as part of the supplemental.

The following services are not included in this Agreement at present and are specifically considered to be additional services:

- a. Construction Phase
- b. Condemnation Support
- c. Franchise Utility relocation design
- d. Construction inspection, construction staking, and material testing
- e. Appearing as an expert witness in any litigation for the City.
- f. Formal coordination with the USFWS
- g. Threatened and endangered species presence/absence surveys
- h. Section 6(f) or 4(f) analysis
- i. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
- j. Geologic Assessment
- k. Hazardous Materials Phase I or II analysis
- l. USACE Pre-Construction Notification or Individual Permit preparation
- m. USACE Nationwide Permit 14

SCHEDULE

We will provide our services as expeditiously as practicable and agreed upon execution of the contract.



FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis. The services in this agreement will be billed as follows. Kimley-Horn will perform the services in either Task 9,10, or 20 upon authorization from the City.

<u>Base Services</u>			
Task 1	PROJECT ADMIN AND COORD	\$	4,393.20 LS
Task 5	FINAL ROADWAY DESIGN	\$	19,570.66 LS
Task 15	WATERLINE DESIGN	\$	48,743.60 LS
Task 17	UTILITY COORDINATION	\$	9,466.30 LS
	Total	\$	82,173.76 LS

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. For hourly not to exceed tasks, labor fee will be billed on an hourly basis according to our then-current rates.

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,



Sam Lundquist, P.E.
Project Manager
TBPE F-928



Attachments: Hourly Rate Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$150 - \$200
Analyst II	\$200 - \$260
Professional	\$260 - \$300
Senior Professional I	\$305 - \$365
Senior Professional II	\$380 - \$440
Senior Technical Support	\$130 - \$320
Technical Support	\$120 - \$190
Support Staff	\$100 - \$170

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

CONTRACT AMENDMENT

No. 1

Featherline Road Reconstruction Project

This Amendment shall be part of the City of Killeen Featherline Road Reconstruction Project Professional Services Agreement. This Contract was entered into on January 08, 2025. The change in the fee structure is as follows:

JUSTIFICATION:

A contract amendment is needed to add services for extending a 12-inch waterline from Featherline Road to WS Young Drive along Stagecoach Road, replacing an existing 8-inch line. This includes 2,000 linear feet of new design work not covered in the original scope.

Additional tasks include waterline design, erosion control (SW3P), traffic control (TCP), utility coordination, and project administration. The amendment supports critical infrastructure upgrades and coordination.

Scope of Services	Phase	Present Contract Amount (Original thru Amendment #1)	Proposed Amendment #1	Proposed Contract Amount (Original thru Amendment #1)
Waterline Design, Utility Coordination, Roadway Design & Project Administration		\$1,833,873.00	\$82,173.76	\$1,916,046.76
Total		\$1,833,873.00	\$82,173.76	\$1,916,046.76

Contracted Firm
 By: Trey Neal
 Signature: 
 Title: Vice President
 Date: 7/14/2025

City of Killeen
 By: Kent Cagle
 Signature: _____
 Title: City Manager
 Date: _____



June 26, 2025

Andrew Zagars, P.E.
City Engineer
PW-Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157

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Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,



Sam Lundquist, P.E.
Project Manager
TBPE F-928



Attachments: Hourly Rate Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$150 - \$200
Analyst II	\$200 - \$260
Professional	\$260 - \$300
Senior Professional I	\$305 - \$365
Senior Professional II	\$380 - \$440
Senior Technical Support	\$130 - \$320
Technical Support	\$120 - \$190
Support Staff	\$100 - \$170

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



CONTRACT AMENDMENT WITH
KIMLEY HORN AND
ASSOCIATES, INC. FOR THE
FEATHERLINE ROAD
RECONSTRUCTION PROJECT

RS-25-129

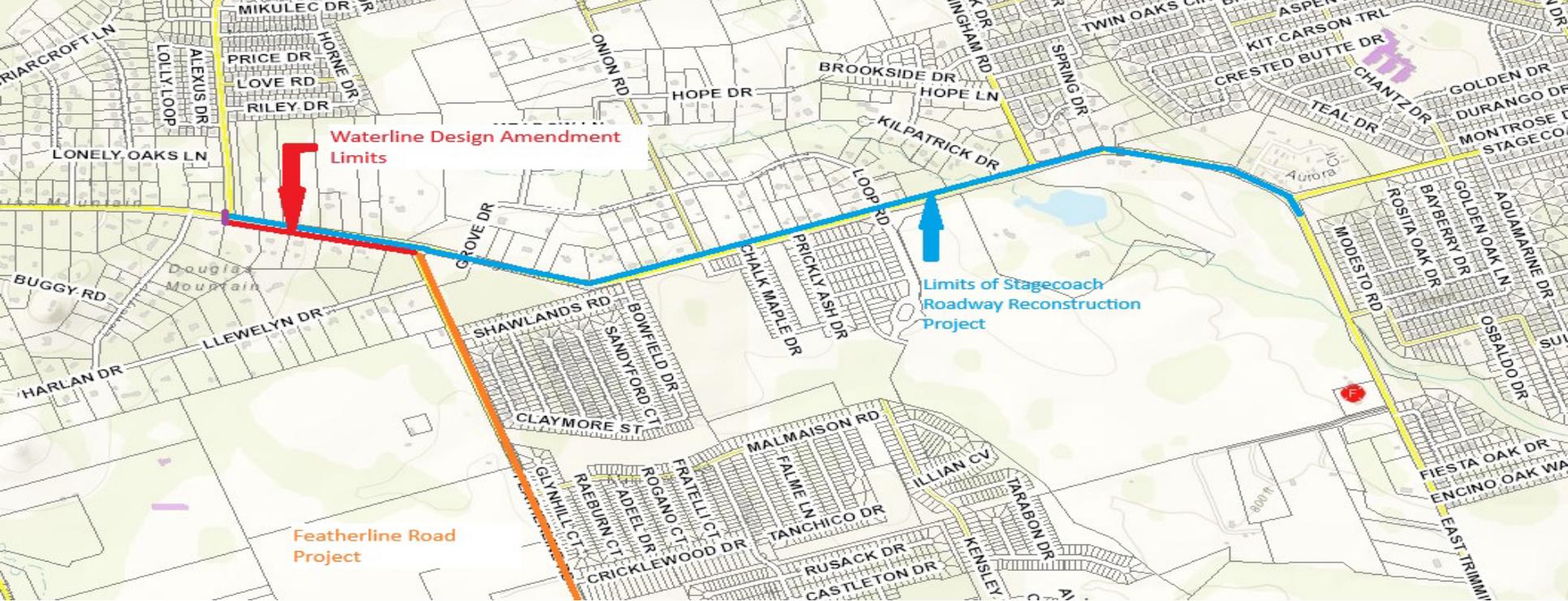
August 19, 2025

Background

- The Featherline project was discussed in the City Council meeting held on September 17, 2024.
- On January 7, 2025, the City Council approved a design contract with Kimley Horn and Associates, Inc. to provide professional engineering design for the Featherline Road Reconstruction Project.
- The design includes the full replacement of the roadway between Chaparral Road and Stagecoach. The project also includes the installation of a new 12” water line along Featherline that is included in the 2025 Water and Wastewater Master Plan.

Background

- During the design, it was determined that the new 12” water line would need to be extended along the south side of Stagecoach to the intersection with W. S. Young. The water line will be located along the south side of the right-of-way of Stagecoach and outside the roadway.
- The current contractor that is working in the roadway limits will install a portion of the water line crossing the intersection of W.S. Young.
- The Contract Amendment includes the design of the water line along the south side of Stagecoach up to the intersection of Trimmier Road. And is in the amount of \$82,173.76.



4

Amendment Limits

Featherline Road to WS Young

Recommendation

- Staff recommends that the City Council authorize the City Manager or his designee to authorize the contract amendment with Featherline Road Reconstruction Project, in the amount of \$82,173.76.



City of Killeen

Staff Report

File Number: RS-25-130

Consider a memorandum/resolution authorizing Change Order No. 1 for the Sidewalk and ADA Ramp Improvements Project with Jerdon Enterprises, LP, in the amount of \$86,542.00.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Authorize Change Order No. 1 for the Sidewalk and ADA Ramp Improvements Project with Jerdon Enterprises, LP

BACKGROUND AND FINDINGS:

This Sidewalk Improvements project was included in the 2023 Capital Improvement Plan under the Transportation Section. The project is intended to perform construction throughout the City in order to address sidewalk gaps, Americans with Disabilities Act (ADA) deficiencies, upgrades to crossing locations, and address requests made by the City Council and citizens.

This project was funded by two sources: American Rescue Plan Act funds and the Child Safety Fund. The advertised project plans address ten locations throughout the City and was used to establish the base costs for construction. The base locations included in the bid are located on the following streets: Edgefield, W.S. Young Drive, and areas located near the following schools: Gateway Middle School, Iduma Elementary, Live Oak Ridge Middle School, Manor Middle School, Palo Alto Middle School, Peebles Elementary, Pershing Park Elementary, and Killeen Elementary.

On September 3, 2024, the City Council approved the contract with Jerdon Enterprises, LP, to perform the construction of the sidewalk and ramp improvements for the location stated above. The contractor has completed the work for all these locations and is in the process of closing out the contract and performing punch list items as a result of the state ADA inspection. This change order represents increased and decreased quantities based on actual measurements of the work completed. This change order will complete this year's sidewalk project and allow the city to close out the contract with Jerdon Enterprises, LP, and ensure they are paid for the full amount of work performed.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with all State and City policies.

FINANCIAL IMPACT:

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

The total amount of this change order is \$86,542.00

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, the \$86,542.00 is available in the Child Safety Fund, account 280-56415-400-403-923016.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee, to execute Change Order No. 1 for the Sidewalk and ADA Ramp Improvements Project with Jerdon Enterprises, LP, in the amount of \$86,542.00.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Resolution 24-153R
Change Order No. 1
Presentation



City of Killeen

File Number: RS-24-155

Enactment Number: 24-153R

Consider a memorandum/resolution awarding Bid No. 24-37, Sidewalk and ADA Ramp Improvements, to Jerdon Enterprises, LP, in the amount of \$526,786.00.

DATE: September 3, 2024

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Authorize the award of Bid No. 24-37, Sidewalk and ADA Ramp Improvements, to Jerdon Enterprises, LP in the amount of \$526,786.00

BACKGROUND AND FINDINGS:

This Sidewalk Improvements project was included in the 2023 Capital Improvement Plan under the Transportation Section. The project is intended to perform construction throughout the city in order to address sidewalk gaps, ADA deficiencies, upgrades to crossing locations, and address requests made by the City Council and citizens.

This project is being funded by two sources: ARPA funds and the Child Safety Fund. The advertised project plans address ten (10) locations throughout the City and was used to establish the base costs for construction. The base locations included in the bid are located on the following streets: Edgefield, W.S. Young Drive, and areas located near the following schools: Gateway Middle School, Iduma Elementary, Live Oak Ridge Middle School, Manor Middle School, Palo Alto Middle School, Peebles Elementary, Pershing Park Elementary, and Killeen Elementary.

Currently, the City has a list of eighteen (18) requested school locations for needed pedestrian sidewalk work. The total amount for the requested work, based on the lowest bid, is estimated at \$1,827,392.36. Funding for sidewalk improvements is currently appropriated at \$727,346.82. The City advertised and received bids for the ten (10) locations with the lowest bid at \$526,786.00. At the end of construction of the listed locations there will be available funding specifically for this work. Staff will work with the contractor to work beyond the original ten (10) locations to the extent as allowed by law.

The city staff provided professional services for design and bids. All received bids were opened on July 23, 2024, and read aloud through zoom online video conferencing and are noted below.

Bidders	Total Bid Amount
Jerdon Enterprise, LP	\$526,786.00
NNAC, Inc.	\$592,556.32
Ti-Zack Concrete, LLC	\$731,313.44
HCS, Inc.	\$883,530.16

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The project conforms to all State and City purchasing policies

FINANCIAL IMPACT:

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

The total cost for the base bid for construction of the Sidewalk and ADA Ramp Improvements Project is \$526,786.00.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, \$236,950.00 of funding is available in the Child Safety Fund account 248-3445-434.61-03 and \$490,396.82 of ARPA funding is available in the Governmental CIP Fund account 349-8930-493.69-03, ARPA14.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the award of Bid No. 24-37, Sidewalk and ADA Ramp Improvements, to Jerdon Enterprises, LP in the amount of \$526,786.00, authorize the City Manager or his designee to enter into a contract with Jerdon Enterprises, LP, and authorize the City Manager to execute any and all change orders to the extent as allowed by State law.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Bid Recommendation Letter
Contract Verification Form
Certificate of Interested Parties
Presentation

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

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 3rd day of September, 2024, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

Approved As To Form: Holli C. Clements
Holli C. Clements
CITY ATTORNEY

Approved: Debbie Nash-King
Debbie Nash-King
MAYOR

Attest: Laura J. Calcote
Laura J. Calcote
CITY SECRETARY



PROJECT: Killeen Sidewalk & ADA Ramp Improvements
 Bid 24-37

BID TABS COMPARISON

Line No.	Item Description	Unit	Estimated Qty	Jerdon Enterprise, LP		HCS, Inc		TI-Zack Concrete, LLC		NNAC, Inc.		OPCC	
				Bid Unit Price	Cost Check	Unit Price on Bid Form	Cost Check	Unit Price on Bid Form	Cost Check	Unit Price on Bid Form	Cost Check	Unit Price on Bid Form	Cost on Bid Form
1	Mobilization (per location)	Ea.	10	\$2,500.00	\$ 25,000.00	\$8,032.00	\$ 80,320.00	\$7,231.39	\$ 72,313.90	\$2,000.00	\$ 20,000.00	\$ 300.00	\$ 3,000.00
2	Barricades, Signs, and Traffic Handling	LS	1	\$4,000.00	\$ 4,000.00	\$5,000.00	\$ 5,000.00	\$13,750.00	\$ 13,750.00	\$19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00
3	Sedimentation and Temporary Erosion Control	Ea.	10	\$350.00	\$ 3,500.00	\$350.00	\$ 3,500.00	\$165.00	\$ 1,650.00	\$900.00	\$ 9,000.00	\$ 100.00	\$ 1,000.00
4	Clearing and Grading (per location)	Ea.	10	\$2,700.00	\$ 27,000.00	\$2,600.00	\$ 26,000.00	\$1,650.00	\$ 16,500.00	\$2,750.00	\$ 27,500.00	\$ 1,000.00	\$ 10,000.00
5	Miscellaneous Construction Items (Spec. 310)	LS	1	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6	Block Sodding	SF	3000	\$1.50	\$ 4,500.00	\$2.95	\$ 8,850.00	\$7.70	\$ 23,100.00	\$2.05	\$ 6,150.00	\$ 3.00	\$ 9,000.00
7	Installing of Concrete Curb and Gutter	LF	880	\$28.00	\$ 24,640.00	\$51.05	\$ 44,924.00	\$56.91	\$ 50,080.80	\$32.27	\$ 28,397.60	\$ 28.00	\$ 24,640.00
8	Removal of Concrete Curb and Gutter	LF	880	\$5.00	\$ 4,400.00	\$12.43	\$ 10,938.40	\$7.25	\$ 6,380.00	\$8.64	\$ 7,603.20	\$ 5.00	\$ 4,400.00
9	Installing of Concrete Sidewalk	SY	2013	\$90.00	\$ 181,170.00	\$93.00	\$ 187,209.00	\$104.81	\$ 210,982.53	\$124.45	\$ 250,517.85	\$ 85.00	\$ 171,105.00
10	Removal of Concrete Sidewalk and Ramp	LF	968	\$7.00	\$ 6,776.00	\$28.88	\$ 27,955.84	\$13.19	\$ 12,767.92	\$16.00	\$ 15,488.00	\$ 5.00	\$ 4,840.00
11	Installing of Type 1, 2 and 3 of Curb Ramp	Ea.	1	\$3,750.00	\$ 3,750.00	\$3,646.00	\$ 3,646.00	\$5,618.22	\$ 5,618.22	\$3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
12	Installing of Type 7 of Curb Ramp	Ea.	93	\$2,100.00	\$ 195,300.00	\$4,962.00	\$ 452,166.00	\$3,146.99	\$ 292,670.07	\$1,711.29	\$ 159,149.97	\$ 2,700.00	\$ 251,100.00
13	Installing of removable handrail (T-40)	LF	10	\$700.00	\$ 7,000.00	\$94.80	\$ 948.00	\$275.00	\$ 2,750.00	\$29.50	\$ 295.00	\$ 200.00	\$ 2,000.00
14	Miscellaneous Work and Clean-up (per location)	Ea.	10	\$1,975.00	\$ 19,750.00	\$350.00	\$ 3,500.00	\$275.00	\$ 2,750.00	\$2,399.09	\$ 23,990.90	\$ 500.00	\$ 5,000.00
				BASE BID TOTAL	\$ 526,786.00	BASE BID TOTAL	\$ 874,957.24	BASE BID TOTAL	\$ 731,313.44	BASE BID TOTAL	\$ 590,592.52	BASE BID TOTAL	\$ 519,585.00

Andrew Zagars, P.E.
City Engineer
City of Killeen

July 24, 2024

Project: Killeen Sidewalk and ADA Ramp Improvements
Bid No.: 24-37
Bid Opening Date: July 23, 2024

Recommendation:

After thoroughly reviewing and evaluating the submitted bids for the Killeen Sidewalk and ADA Ramp Improvements project, I am pleased to recommend Jerdon Enterprise, LP as the lowest responsive and responsible bidder.

The following is a summary of the bids received:

1. Jerdon Enterprise, LP -	\$526,786.00
2. NNAC, Inc.-	\$592,556.32
3. Ti-Zack Concrete, LLC -	\$731,313.44
4. HCS, Inc -	\$883,530.16

The bids were evaluated based on the following criteria:

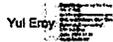
- **Compliance with Bid Specifications:** Jerdon Enterprise, LP's bid met all the requirements outlined in the bid specifications and provided all necessary documentation.
- **Experience and Qualifications:** Jerdon Enterprise, LP has demonstrated substantial experience and expertise in similar projects, ensuring their capability to successfully complete the project.
- **Cost:** Jerdon Enterprise, LP submitted the lowest bid amount, providing the most cost-effective solution for the City of Killeen.

Conclusion:

Based on the evaluation of the bids and the criteria outlined above, it is recommended that the contract for the Killeen Sidewalk and ADA Ramp Improvements project (Bid No. 24-37) be awarded to Jerdon Enterprise, LP. Their bid offers the best value and meets all the requirements specified by the City of Killeen.

Please feel free to contact me if any questions or additional information is required.

Sincerely,



Yul Eroly
Engineering Project Manager
City of Killeen



Contract Verification

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

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

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

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


Signature

By: Jerdon Holding, LLC, General Partner

John Sanchez
Printed Name

Jerdon Enterprise, I..P.
Company Name

Vice President
Title

8/5/2024
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

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

Jerdon Enterprise, L.P.
 Stafford, TX United States

Certificate Number:
 2024-1196271

Date Filed:
 08/05/2024

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

City of Killeen

Date Acknowledged:
 09/04/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-37
 Killeen Sidewalk and ADA Ramp Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brown, Gerald	Stafford, TX United States	X	
Brown, Donna	Stafford, TX United States	X	
Brown, Michelle	Stafford, TX United States	X	
Vincent, Jr., Darrol	Stafford, TX United States	X	
White, Brandon	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Jerdon Enterprise, L.P.
Stafford, TX United States

Certificate Number:
2024-1196271

Date Filed:
08/05/2024

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

City of Killeen

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-37
Killeen Sidewalk and ADA Ramp Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brown, Gerald	Stafford, TX United States	X	
	Brown, Donna	Stafford, TX United States	X	
	Brown, Michelle	Stafford, TX United States	X	
	Vincent, Jr., Darrol	Stafford, TX United States	X	
	White, Brandon	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

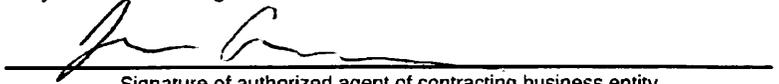
My name is John Sanchez, and my date of birth is 7/6/91.

My address is 13403 Redfish Lane, Stafford, Texas, 77477, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 5th day of August, 2024.
(month) (year)

By: Jerdon Holding, LLC, General Partner



Signature of authorized agent of contracting business entity
(Declarant)

John Sanchez, Vice President



**SIDEWALK AND ADA RAMP
IMPROVEMENTS BID AWARD
FOR JERDON ENTERPRISES, LP**

RS-24-155

September 3, 2024

Background

2

- FY 2023 Capital Improvement Plan.
- The project will address sidewalk gaps and ADA related improvements for ten (10) identified project locations across the City.
- The project will address crossing locations and upgrades to existing locations surrounding schools.
- The project is being funded by ARPA funds and Child Safety funding.

Background

3

- 10 Advertised Project Locations:
 - Edgefield Street
 - W.S. Young
 - School Location: Gateway Middle School
 - Iduma Elementary
 - Live Oak Middle School
 - Manor Middle School
 - Pala Alto Middle School
 - Peebles Elementary
 - Pershing Park Elementary
 - Killeen Elementary

Background

4

- The City of Killeen provided the professional services for design and bids
- Bids were opened and read aloud on July 23, 2024.
- Four bids were received for the project
 - Jerdon Enterprises, LP \$526,786.00
 - NNAC, Inc. \$592,556.32
 - T-Zack Concrete, LLC \$731,313.44
 - HCS, Inc. \$883,530.16

Recommendation

- Staff recommends that the City Council award Bid 24-37 to Jerdon Enterprises, LP. for the construction of the Sidewalk and ADA Ramp Improvements Project, in the amount of \$526,786.00, authorize the City Manager or his designee to enter a contract with Jerdon Enterprises, LP, and authorize the City Manager to execute any and all change orders to the extent allowed by State law.

CHANGE ORDER(S) FOR

Killeen Sidewalk Gap & ADA Improvement

Department/Division:	Engineering	Bid No.:	
Vendor Name:	Jerdon Enterprise, LP	CCMR No.:	24-153R
Original Contract Amount:	\$526,786.00		
Date CCMR Approved:	09/17/24		

NOTE

1. If individual Change Order request is ≥ \$50,000, please attach CCMR in front of Change Order request for Council approval

2 No Change Order can cumulatively be greater than 25% of awarded contract amount

HISTORY OF CHANGE ORDERS

CO#	Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number <small>(xxx-xxxx-xxx-xx,xx)</small>	BRIEF Reason for Change Order Request (must fit in allotted space)	Updated Contract Amount	% Change in Contract
1	<input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved			\$86,542.00	300-56201-900-300-282350	We are rectifying the items that have been added or removed throughout the process of the project.	\$613,328.00	16.43%
2	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
3	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
4	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
5	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
6	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
7	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
8	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%
9	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$613,328.00	16.43%

Yul Eroy

Digitally signed by Yul Eroy
DN: C=US, E=YEroy@killeentexas.gov, O=City of Killeen,
OU=Dev Services, Engineering, CN=Yul Eroy
Date: 2025.07.24 11:35:02-0500

Project Manager/Date

Andrew Zagars, P.E.

Digitally signed by Andrew Zagars, P.E.
DN: C=US, E=azgars@killeentexas.gov,
O=City of Killeen, OU=City Engineer,
CN=Andrew Zagars, P.E.
Date: 2025.07.25 09:53:10-0500

Dept. Head Signature/Date

Recommended:

Dir. of Procurement & Contract Mgmt/Date

Recommended:

Executive Director of Finance/Date

Recommended:

City Attorney/Date

Approved/Disapproved:

City Manager/Date

CHANGE ORDER FORM

Change Order No. 01

Date of Issuance: 07/21/2025

Effective Date: _____

Project Name: Sidewalk Gap & ADA Improvement	Owner's Contract No.: 24-153R
Owner: City of Killeen	Date of Contract: 09/03/2024
Contractor: Jerdon Enterprise, L.P.	Project No.: 282350

You are directed to make the following changes in the Contract Documents:

Description:

This change order is to adjust the quantities for the project based on what was installed throughout the project.

Reason for Change Order:

We are rectifying the items that have been added or removed throughout the process of the project.

Attachments (list documents supporting change):

Jerdon Enterprise, L.P. Itemized list.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 526,786.00

~~[[Increase]]~~ ~~[[Decrease]]~~ from previously approved Change Orders No. 0 to No. 0:

\$ 0.00

Contract Price prior to this Change Order:

\$ 526,786.00

Increase of this Change Order:

\$ 86,542.00

Contract Price incorporating this Change Order:

\$ 613,328.00

Original Contract Times: Working days Calendar days

Substantial completion (days): 160

Ready for final payment (days) 190

~~[[Increase]]~~ ~~[[Decrease]]~~ from previously approved Change Orders No. 0 to No. 0 :

Substantial completion (days): 160

Ready for final payment (days): 190

Contract Times prior to this Change Order:

Substantial completion (days): 160

Ready for final payment (days): 190

[[Increase]] ~~[[Decrease]]~~ of this Change Order:

Substantial completion (days): 80

Ready for final payment (days): 80

Contract Times with all approved Change Orders:

Substantial completion (days): 240

Ready for final payment (days): 270

RECOMMENDED:

By: Andrew Zagars, P.E. Digitally signed by Andrew Zagars, P.E.
DN: cn=US, e=azagars@killeentexas.gov,
o=City of Killeen, ou=City Engineer,
CN=Andrew Zagars, P.E.,
Date: 2025.07.25 10:04:25-05'00'

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 07/21/2025

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 5619-06

Contractor's signed certification is attached.

APPLICATION DATE: 6/30/2025

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 6/30/2025

Use Column I on Contracts where variable retainage for line items may apply

ARCHITECT'S PROJECT NO:

A	B				C		D		E	F		G		H	I
ITEM NO.	DESCRIPTION OF WORK	UNIT TYPE	UNIT QTY	UNIT BID PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	FROM PREVIOUS APPLICATION (D + E)	CURRENT QUANTITY	CURRENT AMOUNT	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL QUANTITY	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
2	Barricades signs traffic handling	LS	1.00	\$ 4,000.00	\$4,000.00	1.00	\$4,000.00		\$0.00		1.00	\$4,000.00	100.00%	\$0.00	\$200.00
W.S. YOUNG DRIVE															
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00		1.00	\$2,500.00	100.00%	\$0.00	\$125.00
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00		\$0.00		1.00	\$350.00	100.00%	\$0.00	\$17.50
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00		\$0.00		1.00	\$2,700.00	100.00%	\$0.00	\$135.00
6	Block sodding	SF	1314.00	\$ 1.50	\$1,971.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$1,971.00	\$0.00
9	Install sidewalk	SY	438.00	\$ 90.00	\$39,420.00	438.00	\$39,420.00		\$0.00		438.00	\$39,420.00	100.00%	\$0.00	\$1,971.00
10	Remove sidewalk and ramp	LF	50.00	\$ 7.00	\$350.00	50.00	\$350.00		\$0.00		50.00	\$350.00	100.00%	\$0.00	\$17.50
12	Install Type 7 curb ramp	EA	1.00	\$ 2,100.00	\$2,100.00	1.00	\$2,100.00		\$0.00		1.00	\$2,100.00	100.00%	\$0.00	\$105.00
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00		\$0.00		1.00	\$1,975.00	100.00%	\$0.00	\$98.75
W.S. YOUNG DRIVE SUBTOTAL					\$51,366.00		\$49,395.00		\$0.00	\$0.00		\$49,395.00		\$1,971.00	\$2,469.75
MANOR MIDDLE SCHOOL															
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00		1.00	\$2,500.00	100.00%	\$0.00	\$125.00
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00		\$0.00		1.00	\$350.00	100.00%	\$0.00	\$17.50
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00		\$0.00		1.00	\$2,700.00	100.00%	\$0.00	\$135.00
6	Block sodding	SF	492.00	\$ 1.50	\$738.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$738.00	\$0.00
9	Install sidewalk	SY	168.00	\$ 90.00	\$15,120.00	168.00	\$15,120.00		\$0.00		168.00	\$15,120.00	100.00%	\$0.00	\$756.00
10	Remove sidewalk and ramp	LF	40.00	\$ 7.00	\$280.00	40.00	\$280.00		\$0.00		40.00	\$280.00	100.00%	\$0.00	\$14.00
12	Install Type 7 curb ramp	EA	4.00	\$ 2,100.00	\$8,400.00	4.00	\$8,400.00		\$0.00		4.00	\$8,400.00	100.00%	\$0.00	\$420.00
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00		\$0.00		1.00	\$1,975.00	100.00%	\$0.00	\$98.75
15	Pavement Demo	SF	32.00	\$ 7.52	\$240.64	32.00	\$240.64		\$0.00		32.00	\$240.64	100.00%	\$0.00	\$12.03
16	Pavement Replacement	SF	32.00	\$ 21.00	\$672.00	32.00	\$672.00		\$0.00		32.00	\$672.00	100.00%	\$0.00	\$33.60
MANOR MIDDLE SCHOOL SUBTOTAL					\$32,975.64		\$32,237.64		\$0.00	\$0.00		\$32,237.64		\$738.00	\$1,611.88
GATEWAY MIDDLE SCHOOL															
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00		1.00	\$2,500.00	100.00%	\$0.00	\$125.00
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00		\$0.00		1.00	\$350.00	100.00%	\$0.00	\$17.50
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00		\$0.00		1.00	\$2,700.00	100.00%	\$0.00	\$135.00
6	Block sodding	SF	760.00	\$ 1.50	\$1,140.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$1,140.00	\$0.00
7	Install curb and gutter	LF	105.00	\$ 28.00	\$2,940.00	105.00	\$2,940.00		\$0.00		105.00	\$2,940.00	100.00%	\$0.00	\$147.00
8	Remove curb and gutter	LF	105.00	\$ 5.00	\$525.00	105.00	\$525.00		\$0.00		105.00	\$525.00	100.00%	\$0.00	\$26.25
9	Install sidewalk	SY	280.00	\$ 90.00	\$25,200.00	280.00	\$25,200.00		\$0.00		280.00	\$25,200.00	100.00%	\$0.00	\$1,260.00
10	Remove sidewalk and ramp	LF	180.00	\$ 7.00	\$1,260.00	180.00	\$1,260.00		\$0.00		180.00	\$1,260.00	100.00%	\$0.00	\$63.00
12	Install Type 7 curb ramp	EA	12.00	\$ 2,100.00	\$25,200.00	11.00	\$23,100.00	1.00	\$2,100.00		12.00	\$25,200.00	100.00%	\$0.00	\$1,260.00
13	Install handrail T-40	LF	10.00	\$ 700.00	\$7,000.00		\$0.00	10.00	\$7,000.00		10.00	\$7,000.00	100.00%	\$0.00	\$350.00
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00		\$0.00		1.00	\$1,975.00	100.00%	\$0.00	\$98.75
15	Pavement Demo	SF	24.00	\$ 7.52	\$180.48	24.00	\$180.48		\$0.00		24.00	\$180.48	100.00%	\$0.00	\$9.02
16	Pavement Replacement	SF	24.00	\$ 21.00	\$504.00	24.00	\$504.00		\$0.00		24.00	\$504.00	100.00%	\$0.00	\$25.20
GATEWAY MIDDLE SCHOOL SUBTOTAL					\$71,474.48		\$61,234.48		\$9,100.00	\$0.00		\$70,334.48		\$1,140.00	\$3,516.72
KILLEEN ELEMENTARY SCHOOL															
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00		1.00	\$2,500.00	100.00%	\$0.00	\$125.00

3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00	\$0.00	1.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00	\$0.00	1.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	441.00	\$ 1.50	\$661.50		\$0.00	\$0.00	0.00	\$0.00	0.00%	\$661.50	\$0.00	
7	Install curb and gutter	LF	195.00	\$ 28.00	\$5,460.00	195.00	\$5,460.00	\$0.00	195.00	\$5,460.00	100.00%	\$0.00	\$273.00	
8	Remove curb and gutter	LF	195.00	\$ 5.00	\$975.00	195.00	\$975.00	\$0.00	195.00	\$975.00	100.00%	\$0.00	\$48.75	
9	Install sidewalk	SY	147.00	\$ 90.00	\$13,230.00	147.00	\$13,230.00	\$0.00	147.00	\$13,230.00	100.00%	\$0.00	\$661.50	
10	Remove sidewalk and ramp	LF	150.00	\$ 7.00	\$1,050.00	150.00	\$1,050.00	\$0.00	150.00	\$1,050.00	100.00%	\$0.00	\$52.50	
12	Install Type 7 curb ramp	EA	17.00	\$ 2,100.00	\$35,700.00	17.00	\$35,700.00	\$0.00	17.00	\$35,700.00	100.00%	\$0.00	\$1,785.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00	\$0.00	1.00	\$1,975.00	100.00%	\$0.00	\$98.75	
	KILLEEN ELEMENTARY SCHOOL SUBTOTAL				\$64,601.50		\$63,940.00	\$0.00	\$0.00	\$63,940.00		\$661.50	\$3,197.00	
	PEEBLES MIDDLE SCHOOL													
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00	\$0.00	1.00	\$2,500.00	100.00%	\$0.00	\$125.00	
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00	\$0.00	1.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00	\$0.00	1.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	876.00	\$ 1.50	\$1,314.00		\$0.00	\$0.00	0.00	\$0.00	0.00%	\$1,314.00	\$0.00	
7	Install curb and gutter	LF	139.00	\$ 28.00	\$3,892.00	139.00	\$3,892.00	\$0.00	139.00	\$3,892.00	100.00%	\$0.00	\$194.60	
8	Remove curb and gutter	LF	139.00	\$ 5.00	\$695.00	139.00	\$695.00	\$0.00	139.00	\$695.00	100.00%	\$0.00	\$34.75	
9	Install sidewalk	SY	292.00	\$ 90.00	\$26,280.00	292.00	\$26,280.00	\$0.00	292.00	\$26,280.00	100.00%	\$0.00	\$1,314.00	
10	Remove sidewalk and ramp	LF	120.00	\$ 7.00	\$840.00	120.00	\$840.00	\$0.00	120.00	\$840.00	100.00%	\$0.00	\$42.00	
12	Install Type 7 curb ramp	EA	9.00	\$ 2,100.00	\$18,900.00	9.00	\$18,900.00	\$0.00	9.00	\$18,900.00	100.00%	\$0.00	\$945.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00	\$0.00	1.00	\$1,975.00	100.00%	\$0.00	\$98.75	
15	Pavement Demo	SF	64.00	\$ 7.52	\$481.28	64.00	\$481.28	\$0.00	64.00	\$481.28	100.00%	\$0.00	\$24.06	
16	Pavement Replacement	SF	64.00	\$ 21.00	\$1,344.00	64.00	\$1,344.00	\$0.00	64.00	\$1,344.00	100.00%	\$0.00	\$67.20	
17	Type 4 Ramps	EA	2.00	\$ 8,584.88	\$17,169.76	2.00	\$17,169.76	\$0.00	2.00	\$17,169.76	100.00%	\$0.00	\$858.49	
	PEEBLES MIDDLE SCHOOL SUBTOTAL				\$78,441.04		\$77,127.04	\$0.00	\$0.00	\$77,127.04		\$1,314.00	\$3,856.35	
	PERSHING PARK ELEMENTARY													
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00		\$0.00	1.00	\$2,500.00	\$2,500.00	100.00%	\$0.00	\$125.00	
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00		\$0.00	1.00	\$350.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00		\$0.00	1.00	\$2,700.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	1044.00	\$ 1.50	\$1,566.00		\$0.00		0.00	\$0.00	0.00%	\$1,566.00	\$0.00	
7	Install curb and gutter	LF	394.00	\$ 28.00	\$11,032.00		\$0.00	394.00	\$11,032.00	\$11,032.00	100.00%	\$0.00	\$551.60	
8	Remove curb and gutter	LF	394.00	\$ 5.00	\$1,970.00		\$0.00	394.00	\$1,970.00	\$1,970.00	100.00%	\$0.00	\$98.50	
9	Install sidewalk	SY	348.00	\$ 90.00	\$31,320.00		\$0.00	348.00	\$31,320.00	\$31,320.00	100.00%	\$0.00	\$1,566.00	
10	Remove sidewalk and ramp	LF	135.00	\$ 7.00	\$945.00		\$0.00	135.00	\$945.00	\$945.00	100.00%	\$0.00	\$47.25	
12	Install Type 7 curb ramp	EA	18.00	\$ 2,100.00	\$37,800.00		\$0.00	18.00	\$37,800.00	\$37,800.00	100.00%	\$0.00	\$1,890.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00		\$0.00	1.00	\$1,975.00	\$1,975.00	100.00%	\$0.00	\$98.75	
	PERSHING PARK ELEMENTARY SUBTOTAL				\$92,158.00		\$0.00	\$90,592.00	\$0.00	\$90,592.00		\$1,566.00	\$4,529.60	
	PALO ALTO MIDDLE SCHOOL													
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00	\$0.00	1.00	\$2,500.00	100.00%	\$0.00	\$125.00	
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00		\$0.00	1.00	\$350.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00	\$0.00	1.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	774.00	\$ 1.50	\$1,161.00		\$0.00	\$0.00	0.00	\$0.00	0.00%	\$1,161.00	\$0.00	
7	Install curb and gutter	LF	192.00	\$ 28.00	\$5,376.00	192.00	\$5,376.00	\$0.00	192.00	\$5,376.00	100.00%	\$0.00	\$268.80	
8	Remove curb and gutter	LF	192.00	\$ 5.00	\$960.00	192.00	\$960.00	\$0.00	192.00	\$960.00	100.00%	\$0.00	\$48.00	
9	Install sidewalk	SY	258.00	\$ 90.00	\$23,220.00	258.00	\$23,220.00	-26.00	(\$2,340.00)	232.00	\$20,880.00	89.92%	\$2,340.00	\$1,044.00
10	Remove sidewalk and ramp	LF	15.00	\$ 7.00	\$105.00	15.00	\$105.00	\$0.00	15.00	\$105.00	100.00%	\$0.00	\$5.25	
12	Install Type 7 curb ramp	EA	8.00	\$ 2,100.00	\$16,800.00	8.00	\$16,800.00	\$0.00	8.00	\$16,800.00	100.00%	\$0.00	\$840.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00	\$0.00	1.00	\$1,975.00	100.00%	\$0.00	\$98.75	
	PALO ALTO MIDDLE SCHOOL SUBTOTAL				\$55,147.00		\$53,636.00	(\$1,990.00)	\$0.00	\$51,646.00		\$3,501.00	\$2,582.30	

EDGEFIELD STREET														
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00	\$0.00	1.00	\$2,500.00	100.00%	\$0.00	\$125.00	
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00	\$0.00	1.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00	\$0.00	1.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	96.00	\$ 1.50	\$144.00		\$0.00	\$0.00	0.00	\$0.00	0.00%	\$144.00	\$0.00	
7	Install curb and gutter	LF	50.00	\$ 28.00	\$1,400.00	50.00	\$1,400.00	\$0.00	50.00	\$1,400.00	100.00%	\$0.00	\$70.00	
8	Remove curb and gutter	LF	50.00	\$ 5.00	\$250.00	50.00	\$250.00	\$0.00	50.00	\$250.00	100.00%	\$0.00	\$12.50	
9	Install sidewalk	SY	32.00	\$ 90.00	\$2,880.00	32.00	\$2,880.00	\$0.00	32.00	\$2,880.00	100.00%	\$0.00	\$144.00	
10	Remove sidewalk and ramp	LF	20.00	\$ 7.00	\$140.00	20.00	\$140.00	\$0.00	20.00	\$140.00	100.00%	\$0.00	\$7.00	
11	Install Type 1, 2 and 3 curb ramp	EA	2.00	\$ 3,750.00	\$7,500.00	2.00	\$7,500.00	\$0.00	2.00	\$7,500.00	100.00%	\$0.00	\$375.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00	\$0.00	1.00	\$1,975.00	100.00%	\$0.00	\$98.75	
EDGEFIELD STREET SUBTOTAL					\$19,839.00		\$19,695.00	\$0.00	\$0.00	\$19,695.00		\$144.00	\$984.75	
IDUMA ELEMENTARY SCHOOL														
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00	\$0.00	1.00	\$2,500.00	100.00%	\$0.00	\$125.00	
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00	\$0.00	1.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00	\$0.00	1.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	450.00	\$ 1.50	\$675.00		\$0.00	\$0.00	0.00	\$0.00	0.00%	\$675.00	\$0.00	
7	Install curb and gutter	LF	238.00	\$ 28.00	\$6,664.00	238.00	\$6,664.00	\$0.00	238.00	\$6,664.00	100.00%	\$0.00	\$333.20	
8	Remove curb and gutter	LF	238.00	\$ 5.00	\$1,190.00	238.00	\$1,190.00	\$0.00	238.00	\$1,190.00	100.00%	\$0.00	\$59.50	
9	Install sidewalk	SY	150.00	\$ 90.00	\$13,500.00	150.00	\$13,500.00	-46.00	(\$4,140.00)	104.00	69.33%	\$4,140.00	\$468.00	
10	Remove sidewalk and ramp	LF	60.00	\$ 7.00	\$420.00	60.00	\$420.00	\$0.00	60.00	\$420.00	100.00%	\$0.00	\$21.00	
12	Install Type 7 curb ramp	EA	8.00	\$ 2,100.00	\$16,800.00	8.00	\$16,800.00	\$0.00	8.00	\$16,800.00	100.00%	\$0.00	\$840.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00	\$0.00	1.00	\$1,975.00	100.00%	\$0.00	\$98.75	
IDUMA ELEMENTARY SCHOOL SUBTOTAL					\$46,774.00		\$46,099.00	(\$4,140.00)	\$0.00	\$41,959.00		\$4,815.00	\$2,097.95	
LIVE OAK ELEMENTARY SCHOOL														
1	Mobilization	EA	1.00	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00	\$0.00	1.00	\$2,500.00	100.00%	\$0.00	\$125.00	
3	Sedimentation and temp erosion control	EA	1.00	\$ 350.00	\$350.00	1.00	\$350.00	\$0.00	1.00	\$350.00	100.00%	\$0.00	\$17.50	
4	Clearing and grading	EA	1.00	\$ 2,700.00	\$2,700.00	1.00	\$2,700.00	\$0.00	1.00	\$2,700.00	100.00%	\$0.00	\$135.00	
6	Block sodding	SF	1458.00	\$ 1.50	\$2,187.00		\$0.00	1,800.00	\$2,700.00	1,800.00	123.46%	(\$513.00)	\$135.00	
7	Install curb and gutter	LF	434.00	\$ 28.00	\$12,152.00	434.00	\$12,152.00	\$0.00	434.00	\$12,152.00	100.00%	\$0.00	\$607.60	
8	Remove curb and gutter	LF	434.00	\$ 5.00	\$2,170.00	434.00	\$2,170.00	\$0.00	434.00	\$2,170.00	100.00%	\$0.00	\$108.50	
9	Install sidewalk	SY	486.00	\$ 90.00	\$43,740.00	486.00	\$43,740.00	-108.00	(\$9,720.00)	378.00	77.78%	\$9,720.00	\$1,701.00	
10	Remove sidewalk and ramp	LF	466.00	\$ 7.00	\$3,262.00	466.00	\$3,262.00	\$0.00	466.00	\$3,262.00	100.00%	\$0.00	\$163.10	
12	Install Type 7 curb ramp	EA	24.00	\$ 2,100.00	\$50,400.00	24.00	\$50,400.00	\$0.00	24.00	\$50,400.00	100.00%	\$0.00	\$2,520.00	
14	Misc work and cleanup	EA	1.00	\$ 1,975.00	\$1,975.00	1.00	\$1,975.00	\$0.00	1.00	\$1,975.00	100.00%	\$0.00	\$98.75	
LIVE OAK ELEMENTARY SCHOOL SUBTOTAL					\$121,436.00		\$119,249.00	(\$7,020.00)	\$0.00	\$112,229.00		\$9,207.00	\$5,611.45	
GRAND TOTALS					\$638,212.66		\$526,613.16	\$86,542.00	\$0.00	\$613,155.16		\$25,057.50	\$30,657.76	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CHANGE ORDER #1 FOR THE
SIDEWALK AND ADA RAMP
IMPROVEMENTS PROJECT

RS-25-130

August 19, 2025

Background

- ❑ The Sidewalk Improvements project was included in the 2023 Capital Improvement Plan.
- ❑ On September 3, 2024, the City Council awarded the construction contract to Jerdon Enterprises, LP in the amount of \$526,786.00.
- ❑ During construction, quantities were increased due to meeting PROWAG (Public Right Of Way Accessible Guidelines) requirements.

Background

- This change order represents the final change order for the project that will account for all work and allow the project to be closed out.
- Funding is available in the current budget in the Child Safety Fund.

Recommendation

4

- Staff recommends that the City Council Authorize the execution of Change Order #1 with Jerdon Enterprises, LP for the Sidewalk and ADA Ramp Improvements Project in the amount of \$86,542.00.



City of Killeen

Staff Report

File Number: RS-25-131

Consider a memorandum/resolution denying an Operating Authority to Limo Company.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Operating Authority Application from Limo Company

BACKGROUND AND FINDINGS:

The City of Killeen Code of Ordinances, Chapter 29 - Transportation, provides the manner by which an operating authority is granted in order to promote adequate and efficient ground transportation within the city. Ground transportation service means providing chauffeured vehicle for hire for the transportation of passengers within the city, including but not limited to taxicabs, limousines and shuttles. An operating authority means the written authority granted by the City Council to provide a ground transportation service. A person may not operate a ground transportation service within the city limits without first having obtained an operating authority from the city, which once issued, is valid for five (5) years. An applicant must file an application, fee and supporting documentation.

On Tuesday, March 18, 2025, Limo Company submitted an application, paid the required fee and supplied supporting documents to be in compliance with Chapter 29 of the Code of Ordinances. Upon review of the supporting documents, we identified that the following requirements were not met:

1. Proof of insurance coverage per Sec. 29-16

The applicant, Clint English, was notified by the City Secretary's Office (CSO) of the unmet requirement on Tuesday, March 18, 2025, via phone call and email. The CSO has attempted to contact the applicant several times by phone and email since March 2025 regarding the missing proof of insurance to no avail. The applicant came by Killeen City Hall in person on Thursday, July 24, 2025, to discuss the matter, and stated he still had not been able to acquire insurance for his operating authority. A deadline of Tuesday, August 5, 2025, was communicated by the CSO for Mr. English to provide proof of insurance, or the division would have to recommend denial of the operating authority, per the Code of Ordinances.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This request conforms with the City of Killeen’s Code of Ordinances, Chapter 29 - Transportation.

FINANCIAL IMPACT:

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

Current Fiscal Year 2025:

Operating Authority	1	\$300	once, every five (5) years
Total:		\$300	

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

N/A

Is this revenue/expenditure budgeted?

Yes, revenue is budgeted in the General Fund Taxi Franchise account 100-41140-150-152-000000.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends the City Council deny the operating authority to Limo Company, as the application requirements have not been met.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Application
Presentation



CITY OF KILLEEN
City Secretary's Office

Operating Authority

Code of Ordinances Chapter 29, Article II
Operating Authority

Operating Authority Application

Return completed applications to: City Secretary, City Hall, 101 N. College Street, Killeen, TX 76541

An operating authority is valid for five (5) years from the date of approval. Vehicle permits are renewed annually.

Business / Trade Name: Limo Company
Owner Name: Phil English
Business Address: 15035 San Antonio st
Mailing Address: [Redacted]
Phone Number: (254) 415-1807 Email: [Redacted]

Type(s) of Operating Authority requested:

- Limousine Service
- Airport Shuttle Service
- Shuttle Service
- Charter Service
- Taxicab
- Other

Number of vehicle window permits requested:

* A vehicle window permit is required for each vehicle.

Limousine Airport Shuttle Shuttle
 Charter Taxicab Other

Vehicle Information:

* If additional space is needed, you may use a separate page.

airport

Year	Make	Model	Body Style	*Seating Capacity	**Service Type	License Number	VIN
2006	Hummer	LL	LL	13	Limo	[Redacted]	[Redacted]
2006	Dodge	LL	LL	8	Limo	[Redacted]	[Redacted]
2004	Por	LL	LL	13	Limo	[Redacted]	[Redacted]

* Manufacturer's rated seating capacity

** (L) Limousine (A) Airport Shuttle (S) Shuttle (C) Charter (O) Other

Driver Information:

* List all drivers. If additional space is needed, you may use a separate page.

Name	Texas Driver's License #
<u>Clint English</u>	[Redacted]

Insurance Information:

Insurance Company: Hub international
 Insurance Agent Name: Joe Hankins
 Insurance Agent Phone Number: 415-200-0038
 Insurance Agent License #: 2290835



CITY OF KILLEEN
City Secretary's Office

Operating Authority

Code of Ordinances Chapter 29, Article II
Operating Authority

The application must include the following information:

- Current State of Texas registration for each service vehicle
- The proposed rate of fare
- A certificate of insurance coverage listing the City of Killeen as additional insured
- Taxicab services – attach a description of the taximeter proposed to be used and a current rate card
- Taxicab services – indicate the color scheme of vehicles:

Fee Information:

A \$300.00 non-refundable application fee must be submitted with this application.

Upon approval of the operating authority, the following fees must be submitted:

Vehicle Permit 3 \$125.00 per vehicle

Airport Permit 1 \$50.00 per vehicle (if applicable)

*Driver Permit _____ \$25.00 per driver (submitted to the Killeen Police Department)

* All drivers must go to the Killeen Police Department headquarters, Records Department, located at 3304 Community Boulevard, to obtain a Driver Permit. The Police Department will require a letter of sponsorship from the company, a valid current Texas Driver's License, and a \$25.00 fee (cash only).

I, Clint English, applicant do swear or affirm that all the information included within this application is accurate, and I understand that any omitted information or information found to be inaccurate will result in the denial of this application for operating authority or the revocation of an operating authority that is granted based on the information provided in this application. I also swear or affirm that I have read and understand Chapter 29 of the Killeen City Code relating to Transportation and agree to comply with the terms as written and as may be amended.

Clint English
Printed Name of Applicant

[Signature]
Signature of Applicant

3/12/2025
Date Submitted

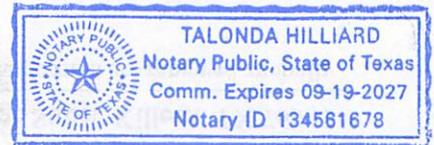
THE STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day appeared _____, known to me to be the person whose name is signed to the foregoing application and duly sworn by me states under oath that he/she has read the said application and that all the facts therein set forth are true and correct.

Sworn to before me, this, 12th day of March, 2025.

[Signature]
Notary Public



Application must go to the City Council for approval after City Manager Approval.

RECEIVED

MAR 18 2025

City of Killeen
By: Beatrice Canseco
Deputy City Secretary

RESET FORM
RESET FORM



(No subject)

From Clint English [REDACTED]
Date Tue 3/18/2025 9:00 AM
To CitySec <CitySec@killeentexas.gov>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe. Never enter your password or other sensitive information on linked web pages contained in this email unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk at 254-501-8900.

Sent from my iPhone
Rate farewell
150 per hour
135 per hour
1.85 mile for taxi



LIMO COMPANY
OPERATING AUTHORITY

RS-25-131

August 19, 2025

Ordinance Requirements

2

- ❑ An individual must obtain an operating authority, approved by the City Council, by submitting an application, fee and supporting documentation
- ❑ Once approved:
 - ▣ Operating authority is valid for five (5) years and is nontransferable
 - ▣ Each vehicle must display a vehicle permit obtained from the City Secretary's Office, renewed by December 31st each year
 - ▣ Drivers must obtain a driver's permit from the Police Department

Specifics and Findings

3

- Application received from Limo Company on Tuesday, March 18, 2025
- Operating three (3) vehicles:
 - 2006 Dodge LL with a seating capacity of 8
 - 2006 Hummer LL with a seating capacity of 13
 - 2004 Por LL with a seating capacity of 13

Specifics and Findings

4

- The application does not comply with the City of Killeen's Code of Ordinances, Chapter 29 – Transportation
 - ▣ Sec. 29-16. – Insurance

Financial Impact

5

Current Fiscal Year 2025:

- Operating Authority \$300 once, every five (5) years
- Total: \$300

Recommendation

6

- Staff recommends the City Council deny the operating authority to Limo Company, as the insurance coverage requirements have not been met



City of Killeen

Staff Report

File Number: RS-25-132

Consider a memorandum/resolution approving a Professional Services Agreement with Schlueter Group for State Legislative Representation.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Professional Services Agreement with Schlueter Group for State Legislative Representation

BACKGROUND AND FINDINGS:

The City of Killeen actively engages the State Legislature and State agencies on matters of interest to the City. Actions are guided by Council-adopted State Legislative Priorities and Principles as required by City Council Governing Standards and Expectations.

In support of the City's legislative strategy, we contract with a State legislative consultant to actively pursue items in accordance with State Legislative Priorities and Principles, to provide legislative expertise and guidance and to be present at proceeding with or on behalf of City representatives.

The City of Killeen has engaged a legislative consultant since 2001. Stan Schlueter and Schlueter Group have represented the City of Killeen since 2002. Notable achievements during their representation include the establishment and expansion of Texas A&M University-Central Texas, enhancements to US 190 (now I-14) establishment of the Texas Mayors of Military Communities and subsequent DEAAG funding and reimbursement for state veterans' exemptions.

The agreement being considered would, upon approval, begin a new three-year term August 20, 2025, through August 19, 2028, with an automatic successive two-year renewal.

THE ALTERNATIVES CONSIDERED:

1. Do not enter a Professional Services Agreement with Schlueter Group
2. Negotiate alternate terms for a Professional Services Agreement with Schlueter Group
3. Enter a three-year Professional Services Agreement with Schlueter Group with the option for a two-year renewal

Which alternative is recommended? Why?

Staff recommends alternative 3. Schlueter Group has successfully represented the City of Killeen on State legislative matters since 2002.

CONFORMITY TO CITY POLICY:

Yes, the procurement for professional services is exempt from the competitive bidding process as outlined in Texas Local Government Code section 252.022.

FINANCIAL IMPACT:

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

FY 2026	\$100,000
FY 2027	\$100,000
FY 2028	\$100,000
FY 2029	\$100,000
FY 2030	\$100,000

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

Recurring

Is this revenue/expenditure budgeted?

Yes, funds are available in account 100-54220-700-701-000000

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to execute the Professional Services Agreement with Schlueter Group for state legislative representation.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties
Presentation

LETTER OF AGREEMENT

This is a Letter of Agreement between the City of Killeen (Client) and The Schlueter Group (Consultant) regarding the representation of Client before the Texas Legislature and the appropriate agencies of the State of Texas. This agreement terminates and replaces any prior agreement.

Scope of Representation

Consultant agrees to represent Client before the Texas Legislature on matters related to City of Killeen issues in Texas. Consultant acknowledges and agrees that Client funds are to be used solely for the representation of Client and Client's interests and will not be used to represent any other entity.

Time Period

This agreement shall be for an initial term of three years commencing August 19, 2025, and ending August 19, 2028. The agreement shall be automatically renewed for one successive two-year term, unless either party provides written notice of non-renewal to the other at least 90 days before the end of the initial term.

Consideration

Consultant agrees to represent Client for the initial term of three years for the sum of \$100,000 per contract year and extend the same \$100,000 sum per contract year for one successive two-year term.

Definition of Expenses

Expenses reasonably incurred in the performance of the terms of the contract herein shall be reimbursable to Consultant when approved in advance by Client and when submitted by Consultant to Client with appropriate documentation. Expenses shall not exceed \$5,000.00 per contract year.

Method of Billing and Payment

Client agrees to pay Consultant on the first of each month, in advance, for that month's representation. Consultant shall submit a monthly invoice. Compensation shall be payable in monthly installments of \$8,333.33, in advance, on the first of each month. Approved expenses will be billed approximately one month after such expenses are incurred.

Consultant Responsibilities

- Consultant shall be responsible for the preparation and filing of all applicable activity reports with the Texas Ethics Commission.
- Consultant shall actively pursue City of Killeen Legislative Principles and Priorities.
- Consultant shall keep Client apprised of all State legislative matters pertinent to Client and provide timely updates and reports to Client on State legislative and agency activity.
- Consultant shall be available to Client for consultations, hearings and other meetings.
- Consultant shall provide a report at a Killeen City Council meeting at the conclusion of each legislative session.

Client Responsibilities

- Client shall provide City Council approved State Legislative Priorities and Principles to Consultant and clearly communicate support for or opposition to specific issues before the Legislature.
- Client shall keep Consultant informed of activities and issues relevant to legislative representation.
- Client shall make timely payment of Consultant invoices.

Conflict of Interest

Consultant agrees to assume responsibility that the Client be represented without any conflicts of interest and that he shall perform that representation within the laws of the State of Texas.

State and Federal Law

It is expressly understood and agreed that none of the services to be provided under the scope of this agreement are campaign or officeholder activities regulated under State or Federal law.

Termination

Either party may terminate this agreement without penalty for any reason with 30 days written notice to the other party. If Client terminates the agreement, Client will pay Consultant for all work performed on Client's behalf through the date of termination.

Termination for Non-appropriation

It is understood and agreed by both parties that if the City Council fails to appropriate funds for this agreement, it will terminate on September 30th of the fiscal year for which funds were last appropriated without penalty to either party.

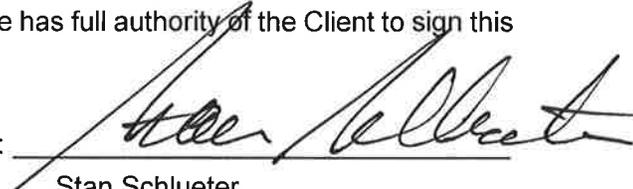
Guarantee of Payment

By the signing of this Letter of Agreement by all parties, Client hereby guarantees full payment of all compensation set forth in this Letter of Agreement plus expenses incurred by Consultant as defined herein.

The person executing this agreement represents that he has full authority of the Client to sign this Letter of Agreement and is signing on its behalf.

By: _____

Kent Cagle
City Manager, City of Killeen
P.O. Box 1329
Killeen, Texas 76540-1329

By:  _____

Stan Schlueter
The Schlueter Group
P.O. Box 2227
Austin, Texas 78768-2227

Dated: _____

Dated: 8/5/25 _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Schlueter Group
Austin, TX United States

Certificate Number:
2025-1349154

Date Filed:
08/12/2025

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

City of Killeen

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

LOASLREP-2025-2028
Governmental Relations

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Stan Schlueter and my date of birth is 12/19/45

My address is PO Box 2227, Austin, Tx, 78768 Texas
(city) (state) (zip code) (country)

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

Executed in Collin County, State of MT, on the 12th day of August, 2025
(month) (year)

Stan Schlueter
Signature of authorized agent of contracting business entity
(Declarant)



PROFESSIONAL SERVICE
AGREEMENT SCHLUETER
GROUP

RS-25-132

August 19, 2025

Background

- City of Killeen actively engages the State Legislature and State agencies on matters of interest to the City in accordance with the Council adopted State Legislative Priorities and Principles
- In support of its legislative strategy, The City has contracted a legislative consultant since 2001
- Schlueter Group has been engaged since 2002
 - Notable achievements include the establishment and expansion of Texas A&M University-Central Texas, enhancements to US 190 (no I-14), establishment of the Texas Mayors of Military Communities and subsequent DEAGG funding and reimbursement for state veterans' exemptions

Proposed Agreement

3

- Proposed agreement for a three-year term
August 20, 2025– August 19, 2028
- Two-year renewal option (August 20, 2028 –
August 19, 2030)
- Fee of \$100,00 per year for three years and
up to five years

Recommendation

4

City Council authorize the City Manager to execute the Professional Services Agreement with Schlueter Group for state legislative representation.



City of Killeen

Staff Report

File Number: PH-25-043

Hold a public hearing on the proposed Fiscal Year 2026 Annual Budget.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Hold a Public Hearing on the FY 2026 Proposed Annual Budget

BACKGROUND AND FINDINGS:

On July 1, 2025, the FY 2026 Proposed Budget was delivered to City Council. On July 22, 2025, a public hearing on the proposed budget was held. On July 29, 2025, the no-new-revenue rate (0.6487) and voter-approval rate (0.7015) were received. On August 5, 2025, City Council approved a resolution to set the preliminary ad valorem tax rate at 0.7014. Also on August 5, 2025, a motion of direction was given to make the change listed below:

General Fund	Revenues	Expenses	
FY 2026 Proposed Budget	\$130,848,166	\$130,848,166	
Add: Property Tax	2,499,289	-	
Add: 1% COLA/Comp Plan Implementation	-	628,106	
Add: Traffic Signal Inventory & 5 Year Maint Plan	-	663,000	
Add: PD 4 Officers & 1 Sergeant	-	522,577	
Add: Assistant City Manager	-	281,584	
Add: FD Deputy Chief	-	169,306	
Add: Transfer to IT Fund for New FTE	-	113,253	
Add: Municipal Court Bailiff	-	63,724	
Add: Children's Advocacy Center	-	41,500	
Add: PD Body Armor	-	39,202	
Add: PD Field Training Officer Incentive Pay Inc	-	37,087	
Add: FD Reclass Captain to Battalion Chief	-	12,772	
Add: FD Arson Investigator Assignment Pay Inc	-	7,428	
Reduce: City Council Travel & Training	-	(80,250)	
New Total	\$133,347,455	\$133,347,455	

Debt Service Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$20,207,374	\$21,087,558

Add: Property Tax	189,367	-
New Total	\$20,396,741	21,087,558

Hotel Occupancy Tax Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$3,110,515	\$3,110,515
Add: Interest Income	8,906	-
Add: 1% COLA/Comp Plan Implementation		8,906
New Total	\$3,119,421	\$3,119,421

Court Building Security Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$80,490	\$81,988
Add: 1% COLA/Comp Plan Implementation		713
New Total	\$80,490	\$82,701

Local Youth Diversion Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$86,975	\$63,390
Add: 1% COLA/Comp Plan Implementation		581
New Total	\$86,975	\$63,971

Tx State Veteran Cemetery Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$1,969,152	\$1,969,152
Add: 1% COLA/Comp Plan Implementation		13,728
New Total	\$1,969,152	\$1,982,880

Law Enforcement Grant Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$351,915	\$351,127
Add: 1% COLA/Comp Plan Implementation		435
New Total	\$351,915	\$351,562

Aviation Enterprise Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$7,011,248	\$6,403,363
Add: 1% COLA/Comp Plan Implementation		- 58,241
New Total	\$7,011,248	\$6,461,604

Solid Waste Enterprise Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$28,393,641	\$28,393,641
Add: Interest Income	58,020	-
Add: 1% COLA/Comp Plan Implementation		- 58,020
New Total	\$28,451,661	\$28,451,661

Water & Sewer Enterprise Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$52,309,845	\$52,309,845
Add: Interest Income	96,892	-
Add: 1% COLA/Comp Plan Implementation		- 96,892
New Total	\$52,406,737	\$52,406,737

Drainage Utility Enterprise Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$5,532,601	\$5,532,601
Add: Interest Income	49,629	-
Add: 1% COLA/Comp Plan Implementation	-	49,629
New Total	\$5,582,230	\$5,582,230

Fleet Internal Service Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$2,040,503	\$2,040,503
Add: 1% COLA/Comp Plan Implementation	-	15,779
New Total	\$2,040,503	\$2,056,282

Risk Management Internal Service Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$2,399,975	\$2,399,975
Add: 1% COLA/Comp Plan Implementation	-	2,223
New Total	\$2,399,975	\$2,402,198

Information Technology Internal Service Fund	Revenues	Expenses
FY 2026 Proposed Budget	\$8,255,575	\$9,220,033
Add: Transfer from General Fund	113,253	-
Add: Information Technology Security Manager	-	113,253
Add: 1% COLA/Comp Plan Implementation	-	17,645
New Total	\$8,368,828	\$9,350,931

The City Charter, Article V, Section 56, requires a public hearing to be held if City Council makes changes to the proposed budget that involve inserting additional items or increasing appropriations. The public hearing provides an opportunity for the public to provide input on the changes to the proposed budget. Citizens are encouraged to be present and participate in the public hearing.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This conforms to requirements set forth in City Charter, Article V, Section 56 and the Financial Governance Policy III(F).

FINANCIAL IMPACT:

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

Proposed revenue and expenditures for FY 2026 are as follows:

Fund Group	FY 2026 Revenues	FY 2026 Expenses
General Fund	\$133,347,455	\$133,347,455
Water & Sewer Fund	52,406,737	52,406,737
Capital Project Funds	24,509,303	39,357,498
Solid Waste Fund	28,451,661	28,451,661
Internal Service Funds	22,340,464	23,340,569
Debt Service Fund	20,396,741	21,087,558
Other Special Revenues	12,549,024	14,570,258
Street Maintenance Fund	10,245,240	9,686,850
Aviation Fund	7,011,248	6,461,604
Drainage Utility Fund	5,582,230	5,582,230
Hotel Occupancy Tax	3,119,421	3,119,421
Golf Course Fund	1,548,836	1,696,977
Total	\$321,508,360	\$339,108,818

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

N/A

Is this revenue/expenditure budgeted?

Upon approval of the FY 2026 Budget

If not, where will the money come from?

N/A

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

Upon approval of the FY 2026 Budget

RECOMMENDATION:

City Council hold a public hearing on the proposed Fiscal Year 2026 Annual Budget.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Presentation



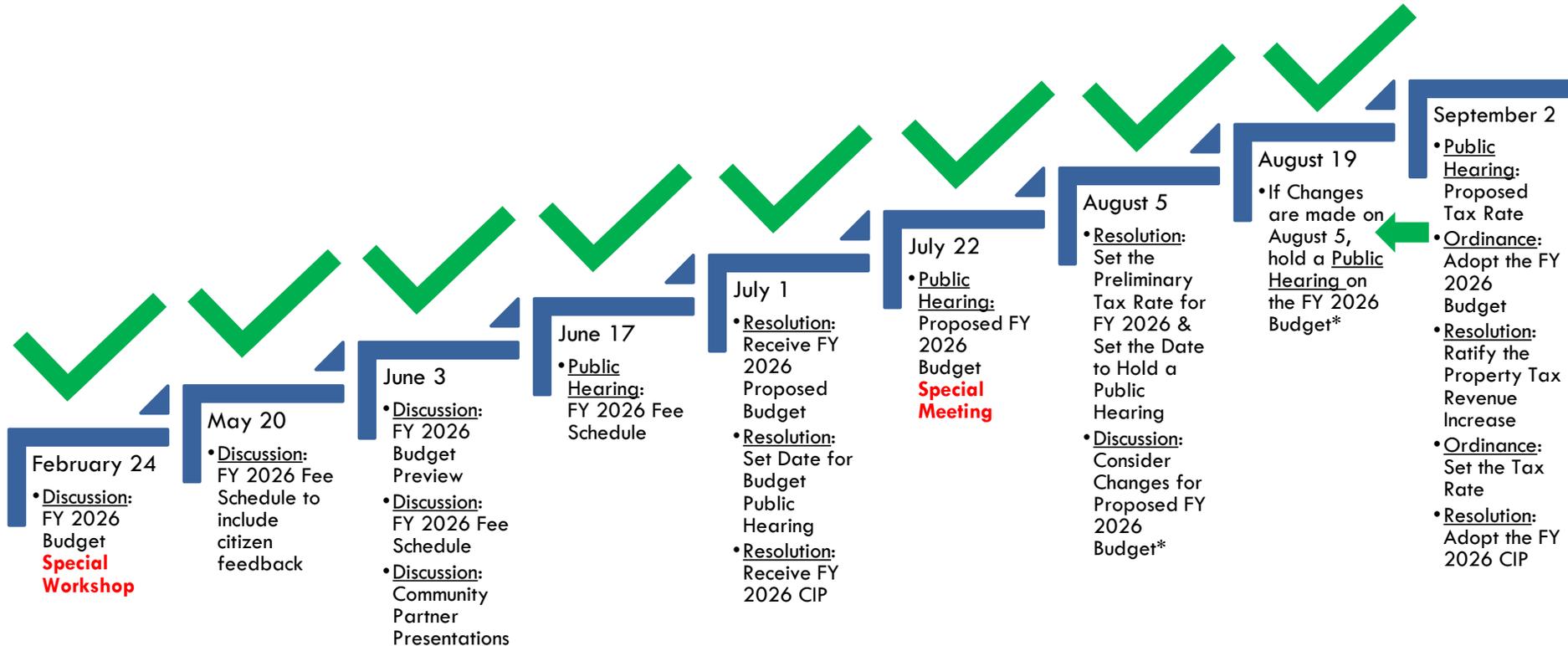
FY 2026 PROPOSED BUDGET SECOND BUDGET PUBLIC HEARING

PH-25-043

August 19, 2025

Budget Calendar

2



FY 2026 Proposed Budget with Changes

3

Fund Group	Projected Beginning Fund Balance	FY 2026 Revenues	FY 2026 Expenses	Change in Fund Balance	Projected Ending Fund Balance	Fund Balance Reserve
General Fund	\$ 34,594,025	\$ 133,347,455	\$ 133,347,455	\$ -	\$ 34,594,025	25.94%
Water & Sewer Fund	12,047,696	52,406,737	52,406,737	-	12,047,696	22.99%
Capital Project Funds	26,480,878	24,509,303	39,357,498	(14,848,195)	11,632,683	29.56%
Solid Waste Fund	6,610,715	28,451,661	28,451,661	-	6,610,715	23.23%
Internal Service Funds	7,824,728	22,340,464	23,340,569	(1,000,105)	6,824,623	29.24%
Debt Service Fund	5,060,622	20,396,741	21,087,558	(690,817)	4,369,805	20.72%
Other Special Revenues	5,465,085	12,549,024	14,570,258	(2,021,234)	3,443,851	23.64%
Street Maintenance Fund	7,408,128	10,245,240	9,686,850	558,390	7,966,518	82.24%
Aviation Fund	6,770,344	7,011,248	6,461,604	549,644	7,319,988	113.28%
Drainage Utility Fund	1,474,785	5,582,230	5,582,230	-	1,474,785	26.42%
Hotel Occupancy Tax	716,982	3,119,421	3,119,421	-	716,982	22.98%
Golf Course Fund	292,914	1,548,836	1,696,977	(148,141)	144,773	8.53%
Subtotal	\$ 114,746,900	\$ 321,508,360	\$ 339,108,818	\$ (17,600,458)	\$ 97,146,442	
Less Interfund Activity		(34,633,257)	(34,633,257)			
Less Health Insurance Transfer		(7,469,990)	(7,469,990)			
Adjusted Total		\$ 279,405,113	\$ 297,005,571			

Changes from Proposed

General Fund

4

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 130,848,166	\$ 130,848,166
Add: Property Tax	2,499,289	-
Add: 1% COLA/Comp Plan Implementation	-	628,106
Add: Traffic Signal Inventory & 5 Year Maintenance Plan	-	663,000
Add: PD 4 Officers & 1 Sergeant	-	522,577
Add: Assistant City Manager	-	281,584
Add: FD Deputy Chief	-	169,306
Add: Transfer to IT Fund for New FTE: IT Security Manager	-	113,253
Add: Municipal Court Bailiff	-	63,724
Add: Children's Advocacy Center	-	41,500
Add: PD Body Armor	-	39,202
Add: PD Field Training Officer Incentive Pay Increase	-	37,087
Add: FD Reclass Captain to Battalion Chief	-	12,772
Add: FD Arson Investigator Assignment Pay Increase	-	7,428
Reduce: City Council Travel & Training	-	(80,250)
New Total	\$ 133,347,455	\$ 133,347,455

Changes from Proposed

5

Debt Service Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 20,207,374	\$ 21,087,558
Add: Property Tax	189,367	-
New Total	\$ 20,396,741	\$ 21,087,558

Hotel Occupancy Tax Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 3,110,515	\$ 3,110,515
Add: Interest Income	8,906	-
Add: 1% COLA/Comp Plan Implementation		8,906
New Total	\$ 3,119,421	\$ 3,119,421

Changes from Proposed

6

Aviation Enterprise Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 7,011,248	\$ 6,403,363
Add: 1% COLA/Comp Plan Implementation	-	58,241
New Total	\$ 7,011,248	\$ 6,461,604

Solid Waste Enterprise Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 28,393,641	\$ 28,393,641
Add: Interest Income	58,020	-
Add: 1% COLA/Comp Plan Implementation	-	58,020
New Total	\$ 28,451,661	\$ 28,451,661

Changes from Proposed

7

Water & Sewer Enterprise Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 52,309,845	\$ 52,309,845
Add: Interest Income	96,892	-
Add: 1% COLA/Comp Plan Implementation	-	96,892
New Total	\$ 52,406,737	\$ 52,406,737

Drainage Utility Enterprise Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 5,532,601	\$ 5,532,601
Add: Interest Income	49,629	-
Add: 1% COLA/Comp Plan Implementation	-	49,629
New Total	\$ 5,582,230	\$ 5,582,230

Changes from Proposed

8

Fleet Internal Service Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 2,040,503	\$ 2,040,503
Add: 1% COLA/Comp Plan Implementation	-	15,779
New Total	\$ 2,040,503	\$ 2,056,282

Risk Management Internal Service Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 2,399,975	\$ 2,399,975
Add: 1% COLA/Comp Plan Implementation	-	2,223
New Total	\$ 2,399,975	\$ 2,402,198

Information Technology Internal Service Fund

Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 8,255,575	\$ 9,220,033
Add: Transfer from General Fund	113,253	-
Add: Information Technology Security Manager	-	113,253
Add: 1% COLA/Comp Plan Implementation	-	17,645
New Total	\$ 8,368,828	\$ 9,350,931

Recommendation

9

- Hold Public Hearing
 - ▣ Public hearing notice published August 10, 2025, in accordance with Section 56 of the City Charter, via the local newspaper



City of Killeen

Staff Report

File Number: PH-25-044

Hold a public hearing and consider an ordinance submitted by National Logistics Training Center Inc., on behalf of the Catholic Diocese of Austin, **(FLUM#25-03)** to amend the Comprehensive Plan's Future Land Use Map from a 'Residential Mix' designation to a 'Regional Commercial' designation for approximately 13.7 acres out of the G. W. Farris Survey, Abstract No. 306. The subject properties are locally addressed as 108 and 110 West Elms Road, Killeen, Texas.

DATE: August 19, 2025
TO: Kent Cagle, City Manager
FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.
SUBJECT: FLUM Case# FLUM25-03: 'RM' to 'RC'

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Catholic Diocese of Austin
Agent: National Logistics Training Center, Inc.
Current FLUM Designation: "Residential Mix" (RM)
Requested FLUM Designation: 'Regional Commercial' (RC)
Current Zoning: "R-1" (Single-Family Residential District)
Growth Sector: 'Intended Growth' (IN)
Development Zone: 6

Summary of Request:

National Logistics Training Center, Inc., on behalf of the Catholic Diocese of Austin, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Residential Mix' designation to a 'Regional Commercial' Designation. If approved, the applicant intends to submit a subsequent request to rezone the property from "R-1" (Single-Family Residential District) to "B-4" (Business District) to develop the property into a vocational trade school affiliated with Fort Hood.

Zoning/Plat Case History:

The property was annexed into the City of Killeen's corporate limits on December 23, 1986, via

Ordinance No. 86-87. At the time of the initial zoning after annexation, it was zoned "R-1" (Single-Family Residential District).

Character of the Area:

North: Undeveloped property zoned "R-1" (Single-Family Residential District) and "B-5" (Business District) and existing shopping center and convenience store zoned "B-5" (Business District).

South: Existing two-family residential development zoned "R-2" (Two-Family Residential District).

East: Undeveloped commercial properties zoned "B-3" (Local Business District) and "B-5" (Business District).

West: Existing commercial businesses (Texas Health and Human Services and Wagging Tails Dog Grooming) zoned "B-5" (Business District).

Future Land Use Map Analysis:

The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

Properties within the 'Intended Growth' sector include property that are in close proximity to existing development and have access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages up to twenty-five percent (25%) nonresidential and up to ninety-five percent (95%) residential use mix.

If approved, the 'Regional Commercial' place type is first identified by a principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial. This place type encourages up to one hundred percent (100%) nonresidential and up to fifty percent (50%) residential use mix.

Consistency with the Comprehensive Plan:

In accordance with Killeen Code of Ordinances Sec. 31-39(j), the following factors shall be considered when considering whether to approve a request to amend the city's Future Land Use Map (FLUM):

1. *Is the proposed amendment consistent with the principles and policies set forth in the comprehensive plan?*

Yes. Staff is of the determination that the request is consistent with the recommendations of the Comprehensive Plan. The Killeen 2040 Comprehensive Plan states that the 'Regional Commercial' place type is intended for high-traffic intersections. The subject property is located near a major intersection and is suitable for high-intensity commercial uses.

2. *Is the proposed amendment compatible with the character of the surrounding area?*

Yes. Staff is of the determination that the request to change the FLUM designation of the subject property to 'Regional Commercial' is consistent with the character of the surrounding area. The commercial properties near the subject property are designated 'Regional Commercial' and 'Residential Mix' on the FLUM. Changing the designation of the subject property to 'Regional Commercial' would be in keeping with the FLUM designation of the surrounding properties. The property immediately adjacent to the north consists of existing commercial designated 'Regional Commercial' on the FLUM. The majority of the properties surrounding the subject properties are undeveloped, with "B-5" (Business District) zoning designation.

3. *What is the impact of the proposed amendment on infrastructure provision, including water, wastewater, drainage, and the transportation network?*

The current zoning classification for the properties are "R-1" (Single-Family Residential District). The properties are currently undeveloped; however, water services are available for these properties, located in an easement along the eastern property line and an existing water distribution main in an adjacent parcel. Wastewater services are also available from an existing wastewater main located in an easement along the southern property line. A new wastewater

4. *What is the impact of the proposed amendment on the city's ability to provide, fund, and maintain services?*

Staff finds that there is no negative impact on the City's ability to provide, fund, and maintain services. The development of this property will generate additional ad valorem tax, thereby enhancing the fiscal productivity of the area.

5. *What is the impact of the proposed amendment on environmentally sensitive and natural areas?*

Staff finds that there are no wetlands located on the property. There is no evidence at this time that this development will cause any consequential issues in any environmentally sensitive areas.

6. *What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including the need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date?*

Staff finds that the current map designation out-of-date, because the surrounding properties are zoned as "B-5" (Business District) and the area has not been developed to allow for residential uses.

7. *Do city staff, the planning and zoning commission, and/or the city council have sufficient*

information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)?

This staff report includes information regarding available utility services, traffic impact, etc.

Water, Sewer and Drainage Services:

Provider: City of Killeen: Yes

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

Water services are available for the properties via an existing 12" water transmission main located in an easement along the eastern property line of all tracts. An existing 6" water distribution main is located adjacent to Parcel No. 111425 in W. Elms Road.

Wastewater services are available for the Parcel Nos. 111425 and 240170 via an existing 6" wastewater main located in an easement along the southern property line of Parcel No. 111425.

No wastewater services are adjacent to Parcel No. 240169. A new wastewater main could be extended from an existing main located at the intersection of Sladeczek Drive and Ronald Drive.

An existing curb inlet is located adjacent to Parcel No. 111425 in W. Elms Road. No existing stormwater infrastructure is adjacent to Parcel Nos. 240170 and 240169.

Transportation and Thoroughfare Plan:

Access to the properties is via W Elms Road (110-foot-wide ROW) to the north and Sladeczek Drive (50-foot-wide ROW) to the east of the subject properties. W Elms Road is classified as a Minor Arterial in this area and Sladeczek Drive is classified as a local road in the currently adopted 2040 Comprehensive Plan.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed. The property is located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per FEMA Flood Insurance Rate Maps 48027C0260E and 48027C0280E with an effective date September 26, 2008.

There are no wetlands located on the property, as shown on the National Wetlands Inventory map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified the owners of seventy-seven (77) surrounding properties regarding this request.

As of the date of this staff report, no written responses have been received regarding this request.

Staff Findings:

Staff finds that the proposed amendment to the Future Land Use Map from 'Residential Mix' to 'Regional Commercial' for the subject properties supports economic development and aligns with the City's goals of encouraging strategic commercial growth.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with State and Local policy.

FINANCIAL IMPACT:

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

The proposed FLUM amendment does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to amend the Future Land Use Map (FLUM) designation from 'Residential Mix' (RM) to a 'Regional Commercial' designation.

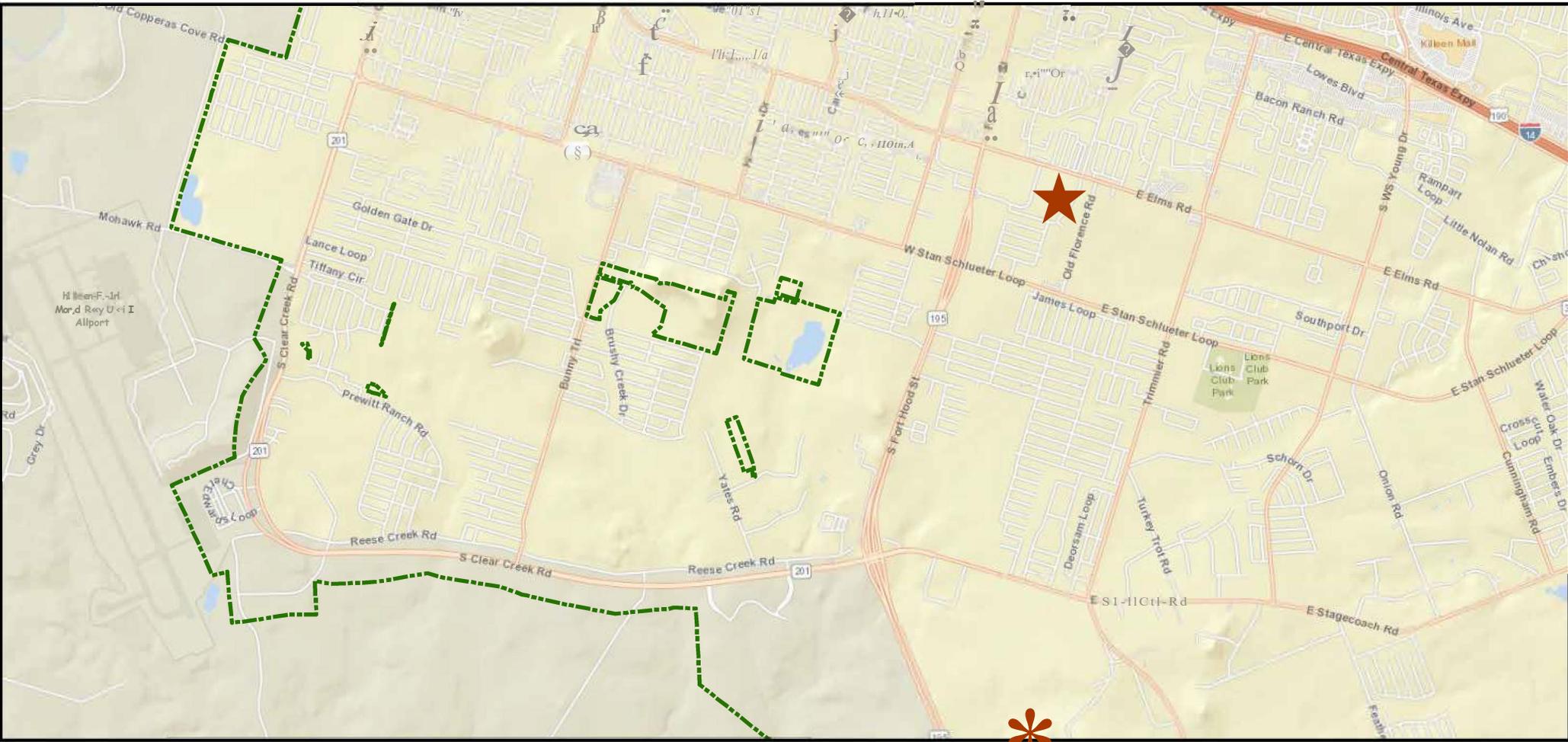
The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from 'Residential Mix' (RM) to a 'Regional Commercial' designation by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Ordinance
Minutes
Letter of Request
Aerial Site Plan
FLUM Exhibit
Presentation



LOCATION MAP

Case: FLUM AMENDMENT 2025-03

Council District: 3
 FROM RM TO RC

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51
 •TOTAL ACRES 13.71



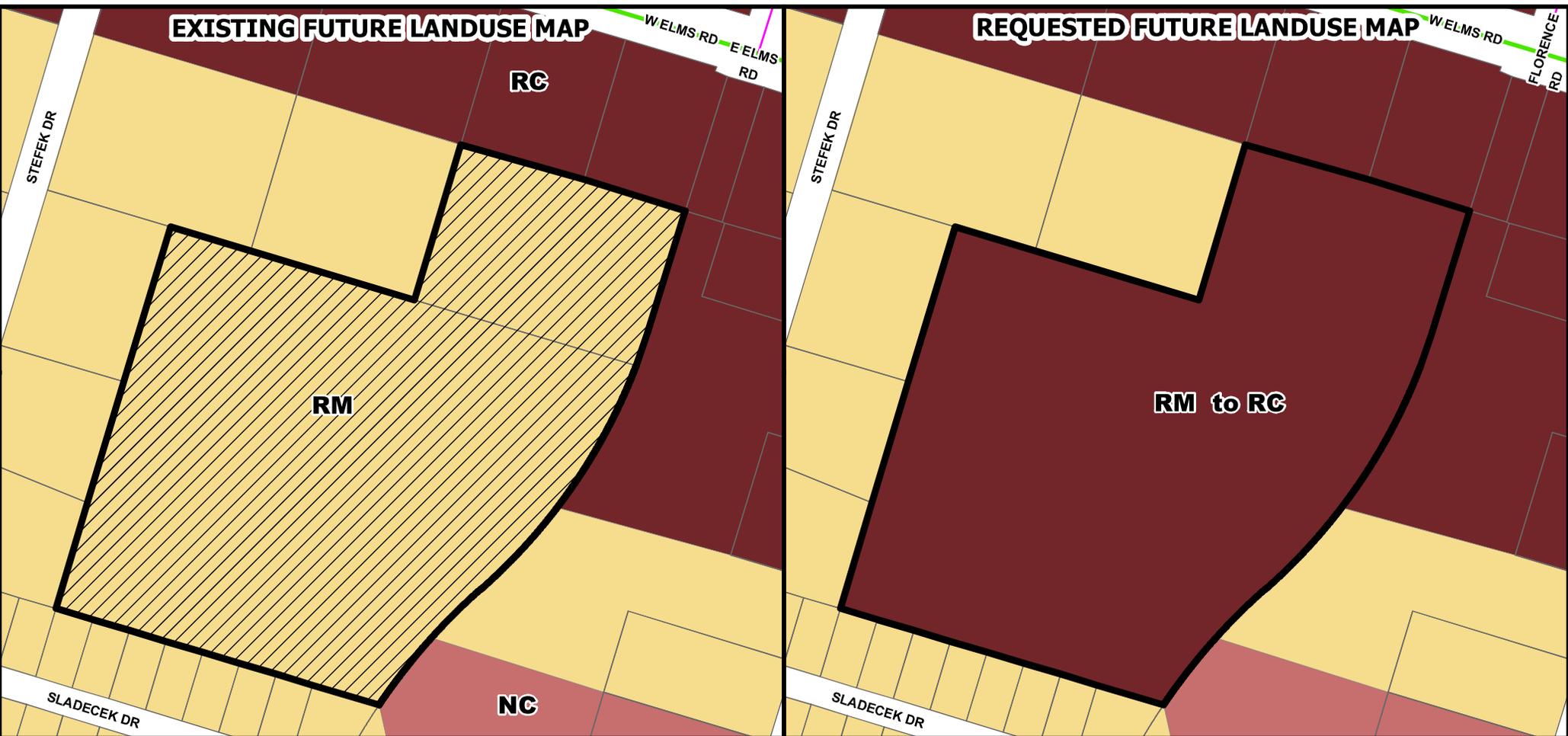
FLUM LOCATION

1 inch= 4,167 feet
 Date: 6/27/2025



EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2025-03

Council District: 3

FROM RM TO RC

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51
TOTAL ACRES 13.71

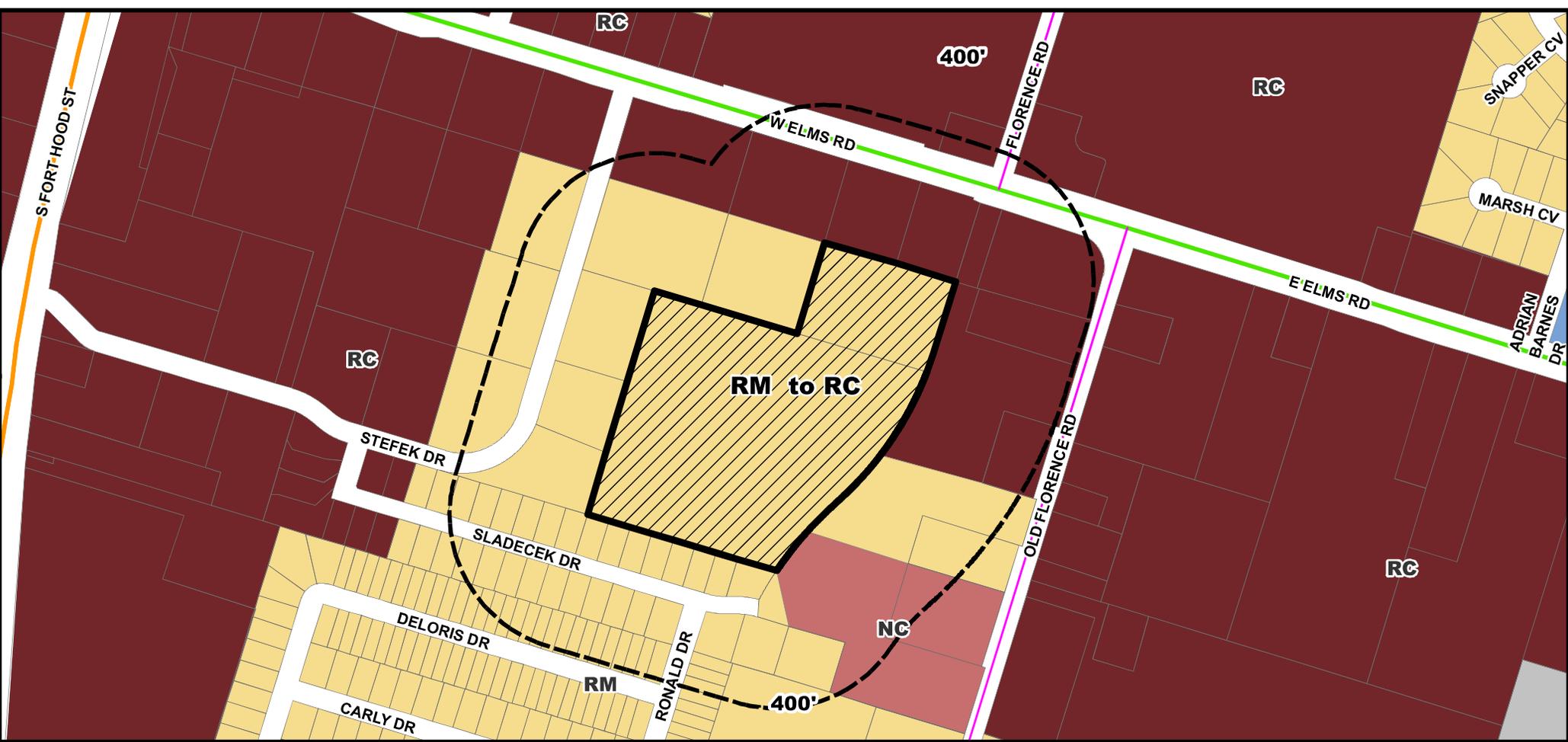
Future Land Use Legend

-  FLUM Case Location
-  Regional Commercial
-  Neighborhood Commercial
-  Residential Mix

1 inch = 271 feet

Date: 6/27/2025





NOTIFICATION MAP

Case: FLUM AMENDMENT 2025-03

Council District: 3

FROM RM TO RC

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51
TOTAL ACRES 13.71

- | | | | |
|---------------------|------------------------------|-------------------------|-----------------|
| Killen City Limits | Minor Arterial, Existing | Industrial | Residential Mix |
| Bell County Area | Principal Arterial, Existing | Neighborhood Commercial | |
| Collector, Existing | Campus | Regional Commercial | |

Legend

Date: 6/27/2025



SITE PHOTOS

Case #FLUM25-03: "RESIDENTIAL MIX" to "REGIONAL COMMERCIAL"



View of the subject property facing south with the adjacent developed commercial properties to the west:



View from the subject property looking across West Elms Road towards an existing commercial property and residential mobile home park.



SITE PHOTOS

Case #FLUM 25-03: "RESIDENTIAL MIX" to "REGIONAL COMMERCIAL"



View from the subject property facing west, looking across West Elms Road towards the existing residential mobile home park.



View from the subject property facing east, looking down towards Ellison High School.



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP BY CHANGING THE DESIGNATION OF APPROXIMATELY 13.7 ACRES, OUT OF THE G.W. FARRIS SURVEY, ABSTRACT NO. 306, FROM A 'RESIDENTIAL MIX' DESIGNATION TO A 'REGIONAL COMMERCIAL' DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that section 213.003 of the Local Government Code enables municipalities to amend comprehensive plans in the interest of coordinating long-range development of the municipality;

WHEREAS, pursuant to section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the Comprehensive Plan, including the Future Land Use Map (FLUM), following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, National Logistics Training Center Inc., on behalf of the Catholic Diocese of Austin, presented to the City of Killeen, a request for an amendment to the Comprehensive Plan's FLUM by changing the classification of approximately 13.7 acres, out of the G. W. Farris Survey, Abstract No. 306, locally addressed as 108 and 110 West Elms Road, from a 'Residential Mix' designation to a 'Regional Commercial' designation.

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 14, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, at the City Hall, City of Killeen; and

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

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

SECTION I: That the future land use designation of approximately 13.7 acres, out of the G. W. Farris Survey, Abstract No. 306, locally addressed as 108 and 110 West Elms Road, from a 'Residential Mix' designation to a 'Regional Commercial' designation, said request being duly recommended for approval of the Regional Commercial designation.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

APPROVED:

Debbi Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #: FLUM 25-03

Ord#: 25-____

MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 14, 2025
CASE # FLUM25-03
“RM” to “RC”

Hold a public hearing and consider a request submitted by National Logistics Training Center Inc. on behalf of Catholic Diocese of Austin (**FLUM#25-03**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘Residential Mix’ designation to a ‘Regional Commercial’ designation for approximately 13.7 acres out of the G. W. Farris Survey, Abstract No. 306. The subject properties are locally addressed as 108 and 110 West Elms Road, Killeen, Texas.

Mr. Hermosillo presented the staff report for this item. He stated that the applicant’s request is to change the Future Land Use Map designation of the subject property from ‘Residential Mix’ to ‘Regional Commercial’. If approved, the applicant’s intent to submit a subsequent request to rezone the property from “R-1” (Single-Family Residential District) to “B-4” (Business District) to develop the property into a vocational trade school affiliated with Fort Hood.

The subject property is currently designated ‘Intended Growth’ area on the Growth Sector Map and ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM). Mr. Hermosillo stated that the request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan, and the character of the surrounding area. He also stated that staff recommends approval of the applicant’s request to amend the Future Land Use Map (FLUM) designation from a ‘Residential Mix’ (RM) designation to a ‘Regional Commercial’ (RC).

Mr. Hermosillo stated that staff notified the owners of seventy-seven (77) surrounding properties regarding this request. As of the date of the meeting, staff has received no written responses regarding this request.

The applicant, Mr. Kristofer Grempler from National Logistics Training Center Inc., was present to represent the request.

Vice Chairman Wilson opened the public hearing at 5:07 p.m.

With no one wishing to speak, the public hearing was closed at 5:07 p.m.

Commissioner Giacomozzi moved to recommend approval of the request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 6 to 0.

**National Logistics
Training Center Inc**
8163 Cole Pkwy
Lenexa, KS 66227

May 12, 2025

City of Killeen Planning & Development Services Department
200 East Avenue D
Killeen, TX 76541

RE: Request for FLUM Amendment for 102, 108 & 110 W Elms Rd, Killeen, TX - Parcels:
A0306BC G W FARRIS, 31, ACRES 2.51 & A0306BC G W FARRIS, 31, ACRES 11.201

Current FLUM Designation: Residential Mix (RM)

Proposed FLUM Designation: Regional Commercial (RC)

To Whom It May Concern:

On behalf of National Logistics Training Center Inc, I am submitting this formal request to amend the Future Land Use Map (FLUM) designation for the property located at 102 W Elms Rd, Killeen, TX 76542, from Residential Mix to Regional Commercial. The intent of this amendment is to support the future development of a state-licensed vocational trade school that will provide hands-on technical training in commercial driving, diesel technology, and logistics operations.

Reason for the Request and Proposed Use

The subject parcel is currently undeveloped and vacant, with no existing structures or infrastructure improvements. Our organization intends to develop the property in 2026 as a single-purpose educational campus. The facility will include:

- One academic building with classrooms and hands-on lab spaces (approx. 2,000 sq.ft);
- Outdoor parking for 3 to 5 trucks to support CDL and diesel mechanic training;
- Outdoor parking for personal vehicles
- Onsite administrative offices.

Importantly, per licensing regulations, the school is limited to a maximum of 10 students per class. This cap inherently restricts traffic volume, site intensity, and environmental impact.

This amendment is necessary because the current FLUM designation does not allow for commercial or institutional use on the property, even though the surrounding area has already shifted toward B-5 zoning.

Consistency with the Comprehensive Plan

The proposed use aligns with key policies and goals in the City of Killeen Comprehensive Plan, including but not limited to:

- **Goal ED-1:** Strengthening Killeen’s economic base by investing in workforce readiness and vocational training;
- **Goal LU-2:** Encouraging infill and redevelopment to optimize existing infrastructure and reduce urban sprawl;
- **Goal LU-4:** Supporting non-residential development in areas with compatible adjacent land use and zoning designations.

The school will serve as a workforce development pipeline for residents seeking access to high-paying, in-demand skilled trades, aligning with the City’s long-term strategic priorities for economic growth and education access.

Compatibility with Surrounding Land Use

Although the site is currently zoned R-1, the immediate surrounding parcels are zoned B-5, with nearby uses including light commercial and institutional development. The proposed educational use is fully compatible with this context and serves as a logical extension of the prevailing land use pattern.

This is not an introduction of commercial activity into a residential corridor, it is a formal realignment of the FLUM to reflect existing and anticipated land use realities.

Impact on Infrastructure

The development will have minimal impact on the City's infrastructure systems as a result of the limited class sizes and overall activities. The vocational school will not require any unique utility needs and will reflect the standard usage of a similar small office facility.

- **Water and wastewater:** The educational facility will require standard utility connections with low consumption, given the small class sizes and limited operating hours.
- **Drainage:** All improvements will comply with current stormwater ordinances, and no known floodplain issues exist on-site.

- **Transportation:** Access will be from W Elms Rd, a paved local street. Given the 10-student cap, staff of fewer than 5, and light truck activity, traffic impact is projected to be negligible. No improvements or turn lanes are anticipated at this time.

Fiscal and Service Impact on the City

This project will increase the City's tax base, generate permit and licensing fees, and stimulate the local job market by producing career-ready graduates. Due to the small-scale nature of the operation and the low intensity of use, it is not expected to strain public resources or service capacity in any meaningful way.

Moreover, the school will support partnerships for job placement and economic development, further extending its value beyond its physical footprint.

Environmental Impact and Sensitive Areas

The subject property is currently vacant and undeveloped, consisting of cleared, level ground with no existing structures or utilities. A preliminary review of City GIS data, floodplain maps, and environmental overlays indicates that the site does not contain any designated environmentally sensitive areas, including floodplains, floodways, wetlands, critical habitats, protected species, or proximity to watercourses or drainage easements.

All future site development will be engineered in full compliance with the City of Killeen's drainage and stormwater regulations, as well as applicable state and federal environmental laws. Given the limited scale of the project and the minimal impervious surface associated with the proposed improvements, the impact on natural systems is expected to be nonexistent or negligible.

Sincerely,



Kristofer Grempler
General Manager

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GENERAL NOTES:

1. THE DEMOLITIONS, ADDITIONS AND REMODELS ARE DIAGRAMMATIC AND DO NOT SHOW THE EXACT AMOUNT OF WORK. THE CONTRACTOR SHALL VISIT THE JOB SITE AND DETERMINE THE FULL EXTENT OF THE WORK INVOLVED PRIOR TO SUBMITTING A BID.
2. PROTECT EXISTING BUILDING AND SITE FROM ANY POSSIBLE DAMAGE DUE TO THE CONSTRUCTION WORK.
3. PAINT & PATCH WITHIN LIMIT OF WORK, WHERE REQUIRED TO MATCH (E).

SHEET NOTES:

REFERENCE NOTES:

Owner	
APN: 102 W ELMS RD, KILLEEN TX, 76542.	
CONSULTANTS	
REVISIONS	
REVISION SCHEDULE	
NO.	DESCRIPTION
DATE	
KEY PLAN	
CITY STAMP	

LEGEND:

JOB #	XX-YY
CITY JOB #	-
JOB TITLE	
SITE PLAN DESIGN	

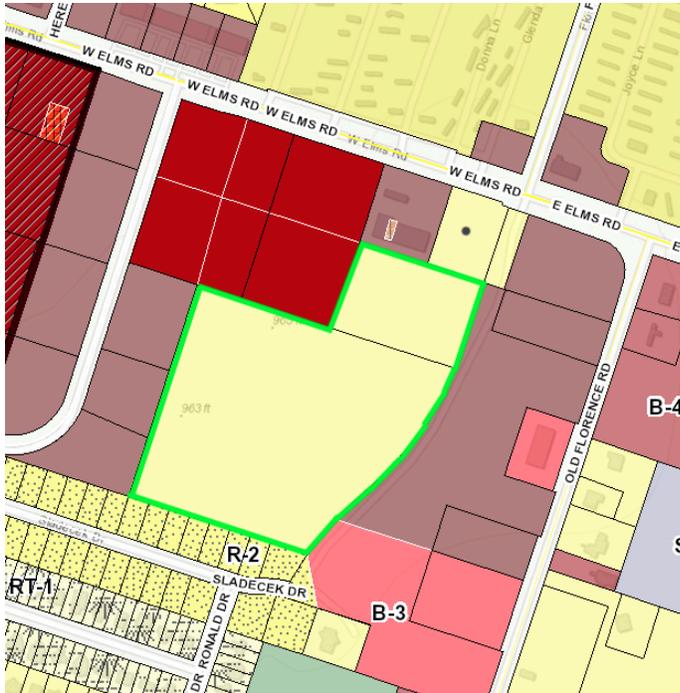
SHEET TITLE	
EXISTING SITE PHOTOS	
DATE	SCALE
05/21/2025	AS NOTED
SHEET NO	PLOT SIZE
A1.0	24" X 36"

Address: 102 W Elms Rd, Killeen, TX 76542

Legal Description:

- A0306BC G W FARRIS, 31, ACRES 2.51
- A0306BC G W FARRIS, 31, ACRES 11.201

Image





CASE #FLUM 25-03:
'RM' TO 'RC'

PH-25-044

August 19, 2025

Case #FLUM25-03: 'RM' to 'RC'

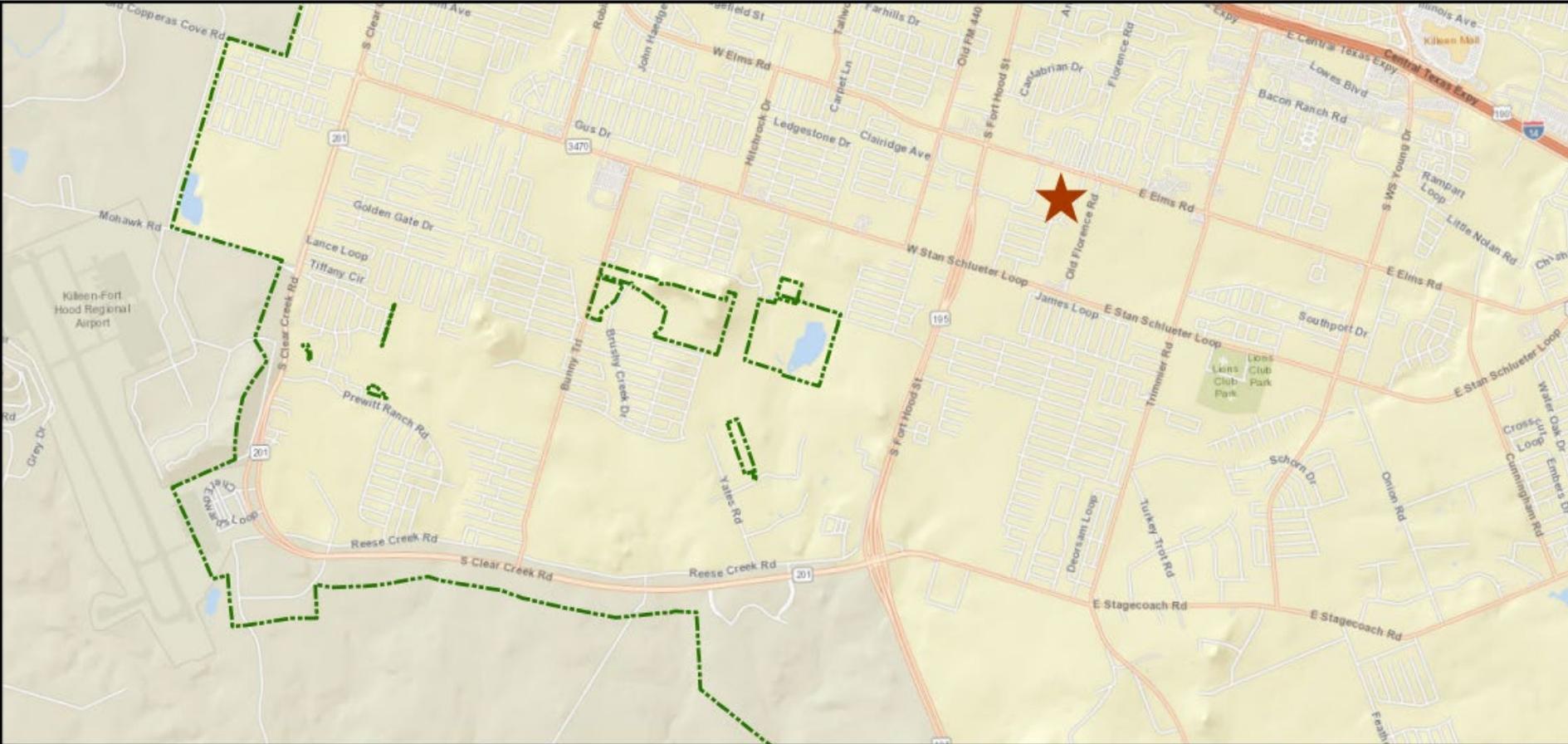
- Hold a public hearing and consider a request submitted by National Logistics Training Center Inc. on behalf of the Catholic Diocese of Austin (**FLUM#25-03**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Residential Mix' designation to a 'Regional Commercial' designation for approximately 13.7 acres out of the G. W. Farris Survey, Abstract No. 306.
- The subject properties are locally addressed as 108 and 110 West Elms Road, Killeen, Texas.

Case #FLUM25-03: 'RM' to 'RC'

- If approved, the applicant intends to submit a subsequent request to rezone the property from “R-1” (Single-Family Residential District) to “B-4” (Business District) in order to develop the property into a vocational trade school affiliated with Fort Hood.

Case #FLUM25-03: 'RM' to 'RC'

- The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.



LOCATION MAP

Case: FLUM AMENDMENT 2025-03

Council District: 3

FROM RM TO RC

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51
TOTAL ACRES 13.71

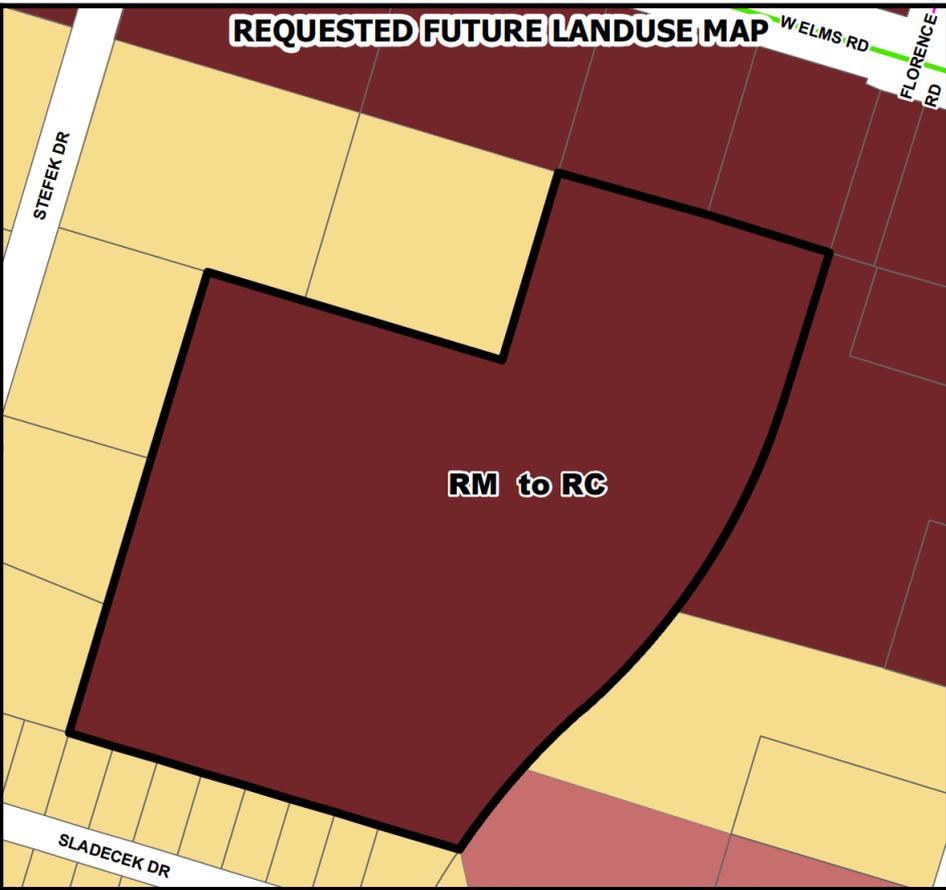
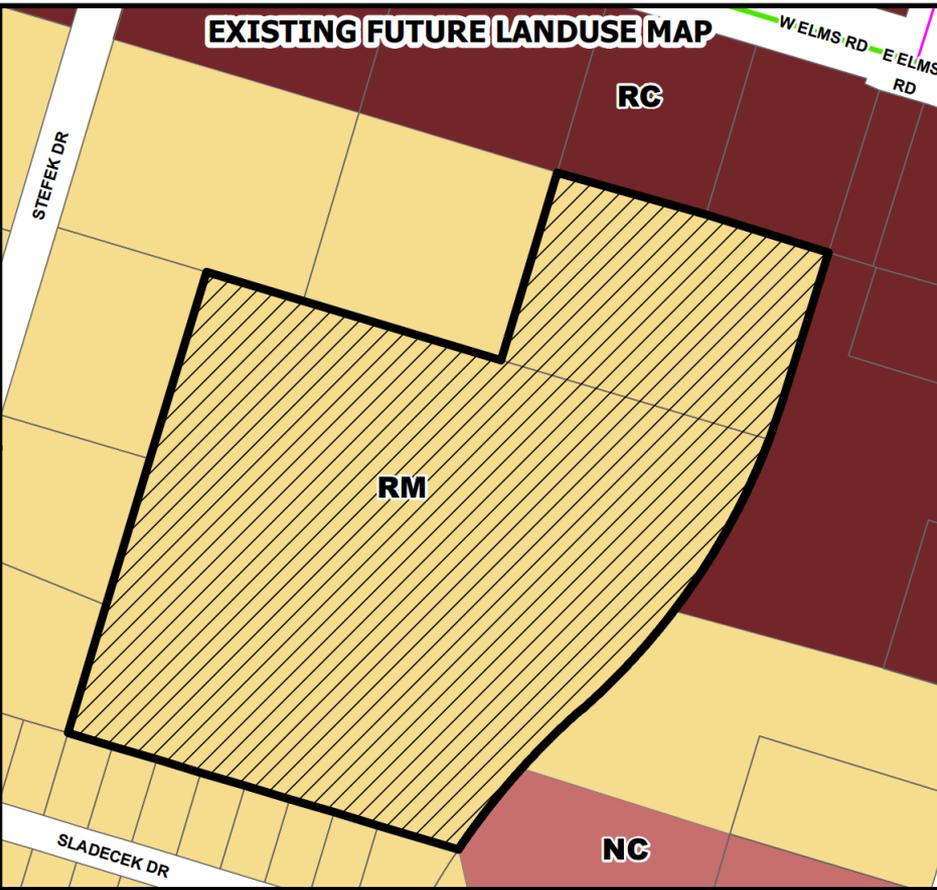
 **FLUM LOCATION**

1 inch = 4,167 feet
Date: 6/27/2025



EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2025-03

Council District: 3

FROM RM TO RC

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51
TOTAL ACRES 13.71

Future Land Use Legend

-  FLUM Case Location
-  Regional Commercial
-  Neighborhood Commercial
-  Residential Mix

1 inch = 271 feet
Date: 6/27/2025



Case #FLUM25-03: 'RM' to 'RC'

7

View of the subject property facing south:



Case #FLUM25-03: 'RM' to 'RC'

8

View from the subject property facing north across Elms Road:



Case #FLUM25-03: 'RM' to 'RC'

9

View from the subject property facing west on Elms Road:



Case #FLUM25-03: 'RM' to 'RC'

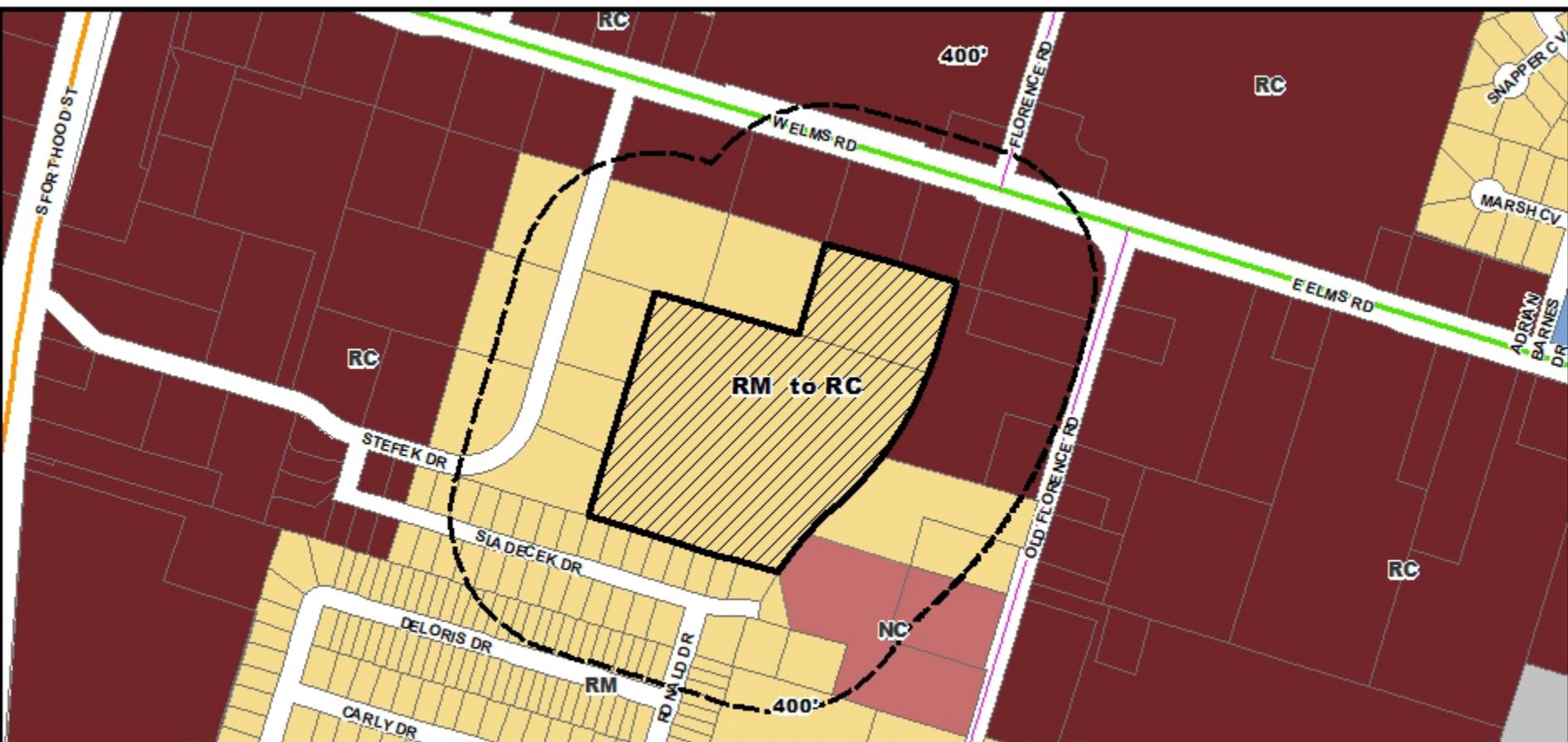
10

View from the subject property facing east on Elms Road:



Public Notification

- Staff notified the owners of seventy-seven (77) surrounding properties regarding this request.
- To date, staff has received zero (0) written responses regarding this request.



NOTIFICATION MAP

Case: FLUM AMENDMENT 2025-03

Council District: 3

FROM RM TO RC

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51
 TOTAL ACRES 13.71

Willamette City Limits	Minor Arterial, Existing	Industrial	Residential Mix
Will County Area	Principal Arterial, Existing	Neighborhood Commercial	
Collector, Existing	Campus	Regional Commercial	

Date: 6/27/2025



Staff Findings

- Staff finds that this request supports the City's goal of cultivating a more resilient and self-sustaining local economy and workforce, as outlined in implementation item G3 of the Killeen 2040 Comprehensive Plan.

Staff Recommendation

- Therefore, staff recommends approval of the applicant's request to amend the Future Land Use Map (FLUM) designation from 'Residential Mix' (RM) to a 'Regional Commercial' designation as presented.

Commission Recommendation

- At their regular meeting on July 14, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-25-045

Hold a public hearing and consider an ordinance submitted by Quintero Engineering, LLC on behalf of SS Springs, LLC, (**FLUM#25-04**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 7.2 acres, being part of Lot 2, Block 1, Rosewood Addition. The subject property is locally addressed as 5500 Rose Garden Loop, Killeen, Texas.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: FLUM Case# FLUM25-04: 'RC' to 'RM'

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: SS Springs, LLC
Agent: Quintero Engineering, LLC
Current FLUM Designation: 'Regional Commercial' (RC)
Requested FLUM Designation: 'Residential Mix' (RM)
Current Zoning: "B-3" (Local Business District)
Growth Sector: Intended Growth (IG)
Development Zone: 7

Summary of Request:

Quintero Engineering, LLC, on behalf of SS Springs, LLC, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' designation to a 'Residential Mix' designation. If approved, the applicant intends to submit a subsequent request to rezone the property from "B-3" (Local Business District) to "R-2" (Two-Family Residential District) to develop an additional phase of the Rosewood Springs Subdivision consisting of two-family homes (i.e., duplexes).

Zoning/Plat Case History:

The property was annexed into the City of Killeen corporate city limits on October 8, 1972. The property was rezoned from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) on May 28, 1996, via Ordinance No. 96-45. The property was platted as Lot 2, Block 1, Rosewood Addition on December 18, 1996.

Character of the Area:

North: Undeveloped property zoned "B-3" (Local Business District)

South: Existing duplexes and townhomes zoned PUD (Planned Unit Development)

East: City of Harker Heights (Seaton Medical Center)

West: Existing nursing home zoned "B-3" (Local Business District) and undeveloped commercial property zoned PUD (Planned Unit Development) w/ "B-3" (Local Business District)

Future Land Use Map Analysis:

The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated 'Regional Commercial' (RC) on the FLUM of the Killeen 2040 Comprehensive Plan.

Properties within the 'Intended Growth' sector include vacant tracts that are currently under development or already have development approvals secured for future buildout. It also includes property that is near existing development and has access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city. Resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul.

The 'Regional Commercial' place type is typically auto-oriented and appears near high-traffic intersections. Typical uses include regional businesses including but not limited to restaurants, retail, gas stations, and offices. To create a more sustainable development, care should be given to make the experience for users pleasant once they exit their vehicle. This place type promotes most non-residential uses and mixed-use such as many overs.

If approved, the 'Residential Mix' place type should work to create neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

Consistency with the Comprehensive Plan:

In accordance with Killeen Code of Ordinances Sec. 31-39(j), the following factors shall be considered when considering whether to approve a request to amend the City's FLUM:

1. *Is the proposed amendment consistent with the principles and policies set forth in the comprehensive plan?*

Staff is of the determination that the requested FLUM amendment is consistent with the recommendations of the Killeen 2040 Comprehensive Plan. Proposed development within the 'Intended Growth' sector adheres to the Big Ideas and Recommendations of the plan. Big Idea #1 states that "resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul." The Comprehensive Plan further states that "the city must seek out land development that provides a better return on investment and align the services they provide with what the community is willing to pay for." Staff finds that the proposed development does meet these objectives.

2. *Is the proposed amendment compatible with the character of the surrounding area?*

The applicant's request is to change the FLUM designation of the subject property to 'Residential Mix'. The 'Residential Mix' place type allows for Single-Family, ADU, Townhouses, Smallplex (2-4 Units), and Live-Work. The subject property is located immediately adjacent to existing multi-family homes. Therefore, staff is of the determination that the request is consistent with the character of the surrounding area.

3. *What is the impact of the proposed amendment on infrastructure provision including water, wastewater, drainage, and the transportation network?*

Water would be provided by the City of Killeen, and sanitary sewer or drainage utility services are available to the subject tract. The staff has determined that a Traffic Impact Analysis will not be required for the proposed use.

4. *What is the impact of the proposed amendment on the city's ability to provide, fund, and maintain services?*

Staff finds that the proposed development will not have a negative impact on the City's ability to provide, fund, and maintain services. Staff is of the determination that the proposed land use will enhance the vibrancy of Killeen or further the City's goal of ensuring that new development pays for itself.

5. *What is the impact of the proposed amendment on environmentally sensitive and natural areas?*

The property is located in the South Nolan Creek Tributary #7 Watershed and is within Zone X a FEMA-regulatory Special Flood Hazard Area (SFHA), per FEMA Flood Insurance Rate Map 48027C0280E, with an effective date of September 26, 2008. There are no known wetland areas on the property as identified by the National Wetlands Inventory.

6. *What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date?*

Staff finds that there has been sufficient change in market conditions, available infrastructure, or neighborhood character to render the current map designation inappropriate or out-of-date. Staff is of the determination that the requested 'Residential Mix' place type is appropriate in this location.

7. Do city staff, the planning and zoning commission, and/or the city council have sufficient information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)?

Information regarding available utility services, traffic impact, etc. has been included in this staff report.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

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

Water services are available for the property via an existing 8" water distribution main located in Rose Garden Loop. An existing 20" water transmission main is located along the eastern border of the tract.

Wastewater services are available for the property via an existing 6" wastewater main located in Rose Garden Loop. An existing 30" wastewater main is located along the eastern border of the tract.

An existing double-barrel culvert (size unknown) crosses Rose Garden Loop adjacent to the southern side of the tract. An existing drainage ditch located in an existing easement traverses the tract.

Transportation and Thoroughfare Plan:

Access for the properties is via Rose Garden Loop (60' ROW), which is classified as a Local Street in the currently adopted Comprehensive Plan.

Environmental Assessment:

The property is in the South Nolan Creek Tributary #7 Watershed and is within Zone X a FEMA-regulatory Special Flood Hazard Area (SFHA). There are no known wetland areas on the property as identified on the National Wetlands Inventory.

Public Notification:

Staff notified thirty-two (32) surrounding property owners regarding this request. Eleven (11) surrounding property owners reside outside of Killeen of those property owners notified. To date, staff has received seven (7) written response in opposition and four (4) in support to this request.

Staff Findings:

The current zoning of the subject property is "B-3" (Local Business District) and currently undeveloped land. The surrounding area includes a mix of residential, commercial, and institutional uses. Access to the subject property is available from Rose Garden Loop. There is also a private access easement from E. Central Texas Expressway through the existing nursing home facility to the west. Staff finds that access to the subject property is not suitable for commercial development. Staff is of the determination that, based on the location of the property, it is better suited for residential development.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This request conforms to all applicable City policy.

FINANCIAL IMPACT:

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

The proposed FLUM amendment does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to amend the FLUM designation from

'Regional Commercial' (RC) to 'Residential Mix' (RM) as presented.

The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from 'Regional Commercial' (RC) to 'Residential Mix' (RM) designation by a vote of 4 to 2.

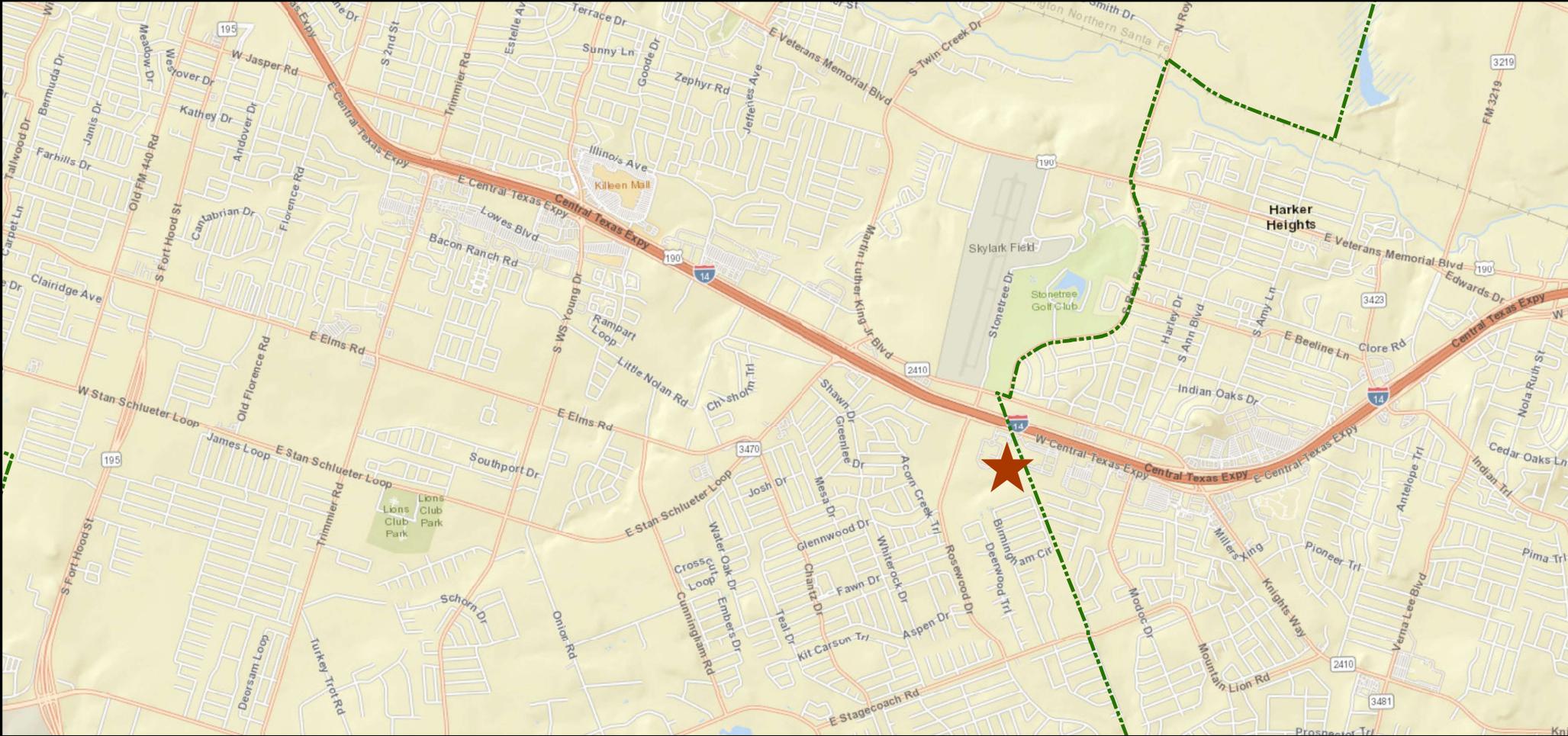
Commissioners Sabree and Purifoy expressed that they were in opposition of the request due to the citizen's concerns regarding traffic congestion and safety.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Ordinance
Minutes
Letter of Request
Applicant Exhibit
Responses
Presentation



LOCATION MAP

Case: FLUM AMENDMENT 2025-04

Council District: 2
 FROM RC TO RM
 Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

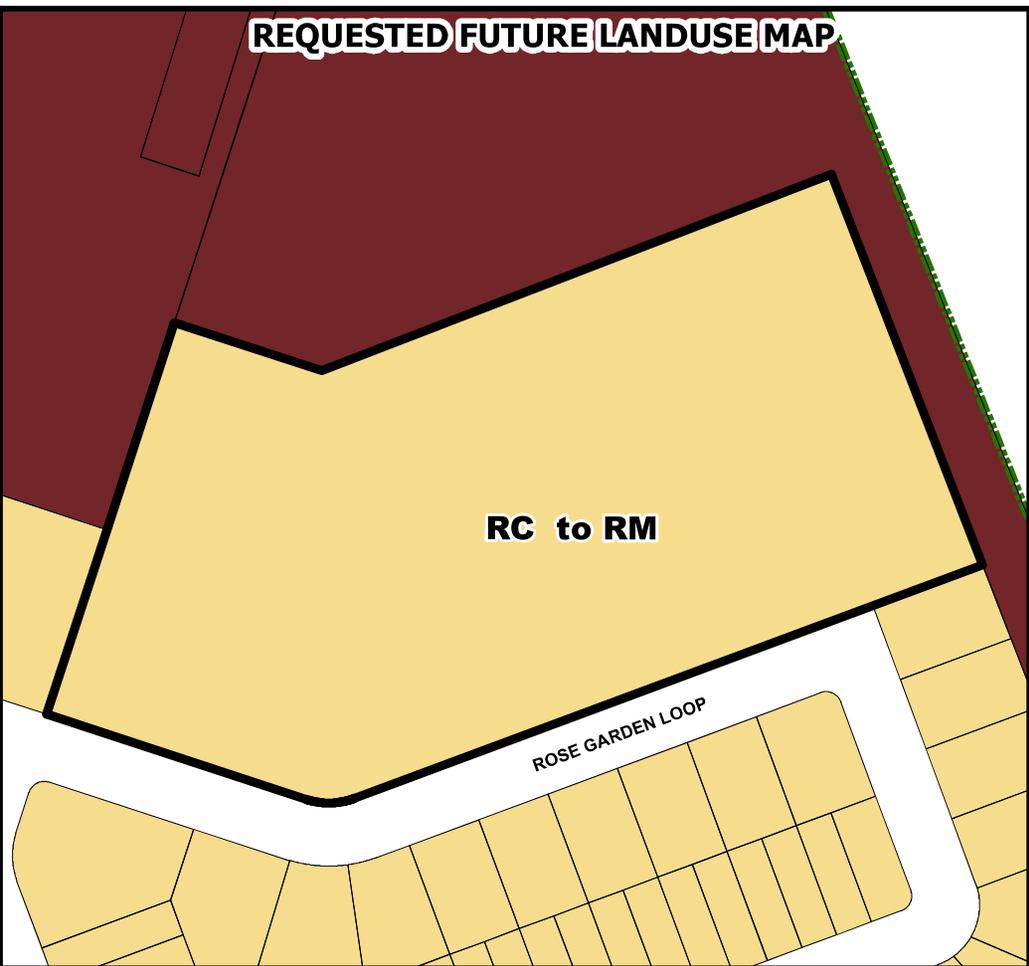
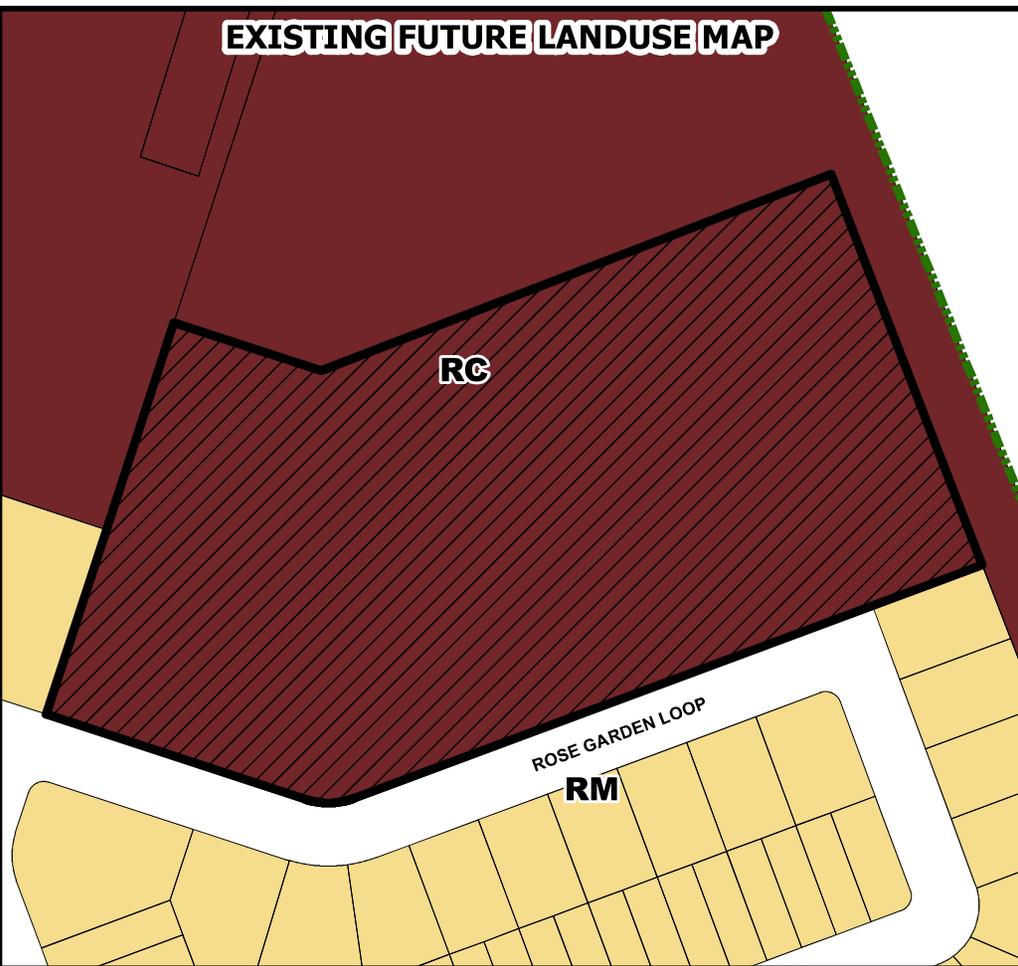
 **FLUM LOCATION**

1 inch = 4,167 feet
 Date: 6/24/2025



EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2025-04

Council District: 2

FROM RC TO RM

Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

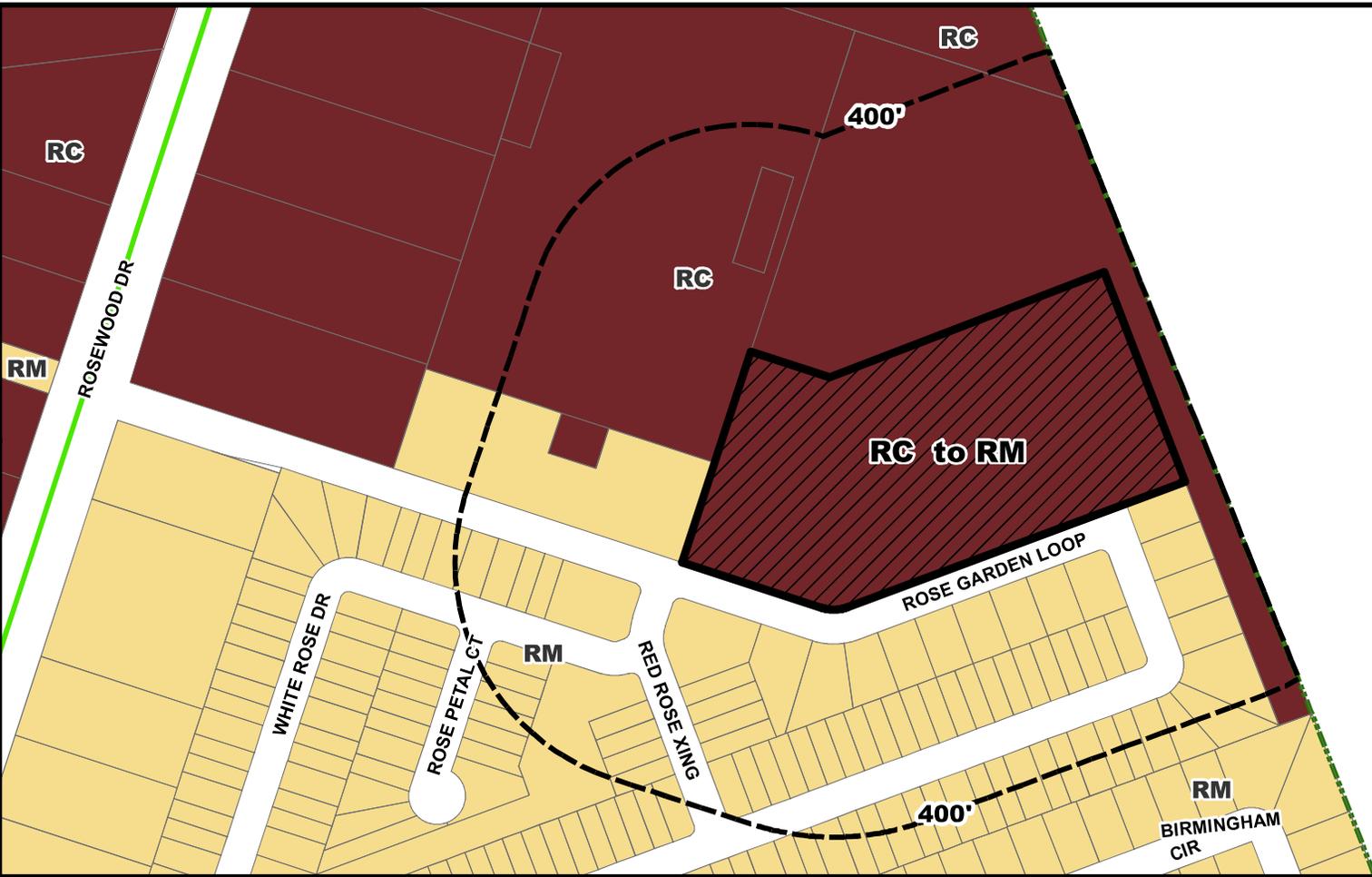
Future Land Use Legend

-  Flum Case Location
-  Residential Mix
-  Regional Commercial
-  Killeen City Limit

1 inch = 199 feet

Date: 6/24/2025





NOTIFICATION MAP

Case: FLUM AMENDMENT 2025-04

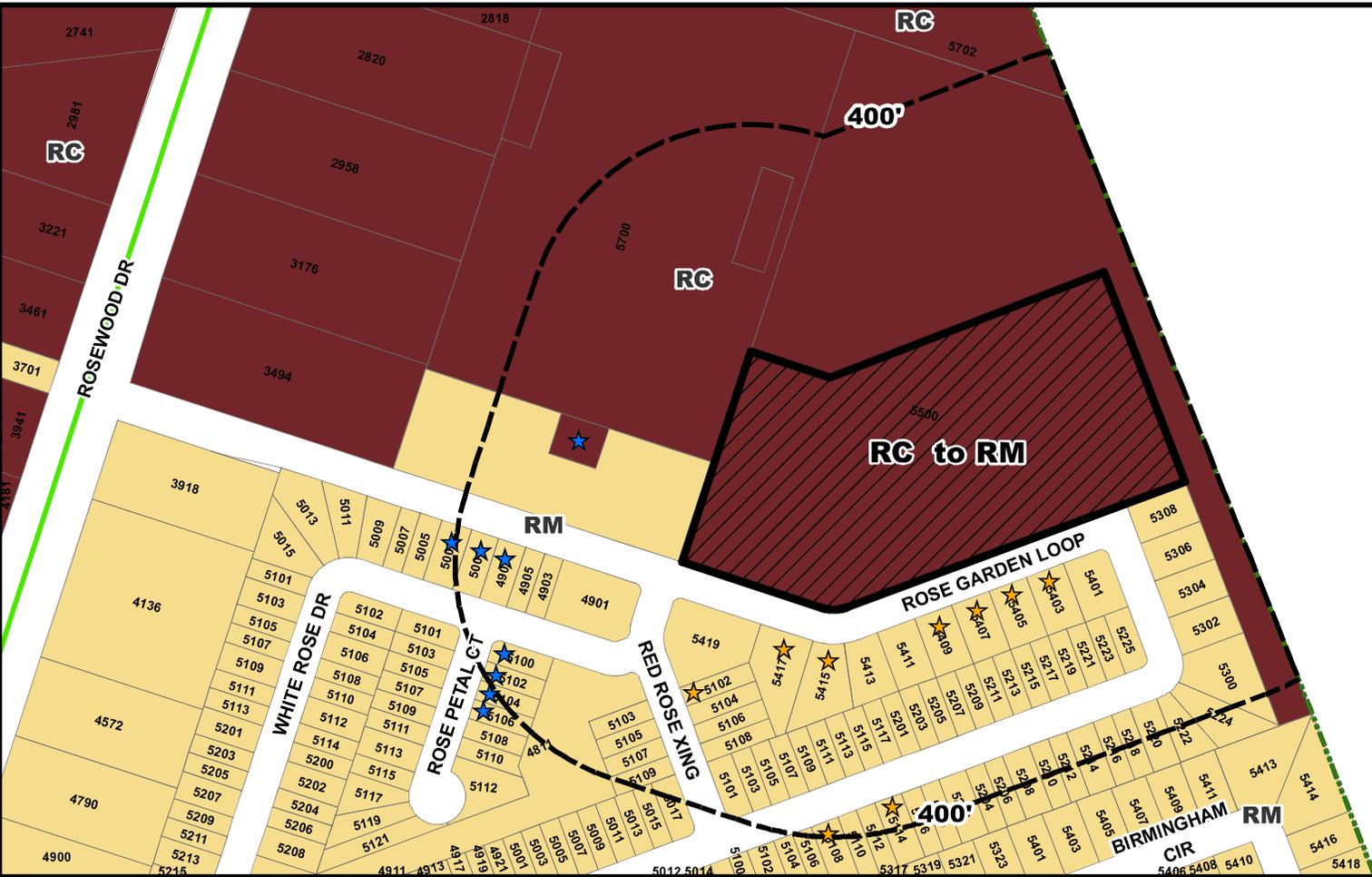
Council District: 2
 FROM RC TO RM
 Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

Legend

- Killeen City Limits
- Minor Arterial, Existing
- Residential Mix
- Bell County Area
- Regional Commercial

Date: 6/24/2025





RESPONSE MAP

Case: FLUM AMENDMENT 2025-04

Council District: 2

FROM RC TO RM

Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

Legend

- Killen City Limits
- Minor Arterial, Existing
- Residential Mix
- Regional Commercial
- Opposed
- In Support

Date: 7/23/2025



SITE PHOTOS

Case #F25-04: "REGIONAL COMMERCIAL" to "RESIDENTIAL MIX"



View facing north from Rose Garden Loop of the subject property looking towards East Central Texas Expressway:



View of the subject property facing towards Seton Medical Center:



SITE PHOTOS

Case #F25-04: "REGIONAL COMMERCIAL" to "RESIDENTIAL MIX"



View from subject property facing south, looking across Rose Garden Loop towards the existing two-family residential:



View from subject property facing west, looking down Rose Garden Loop towards Rosewood Drive:



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP BY CHANGING THE DESIGNATION OF APPROXIMATELY 7.2 ACRES, BEING PART OF LOT 2, BLOCK 1, ROSEWOOD ADDITION, FROM A 'REGIONAL COMMERCIAL' DESIGNATION TO A 'RESIDENTIAL MIX' DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that section 213.003 of the Local Government Code enables municipalities to amend comprehensive plans in the interest of coordinating long-range development of the municipality;

WHEREAS, pursuant to section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the Comprehensive Plan, including the Future Land Use Map (FLUM), following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Quintero Engineering LLC., on behalf of the SS Springs, LLC., presented to the City of Killeen a request for an amendment to the Comprehensive Plan's FLUM by changing the classification of approximately 7.2 acres, being part of Lot 2, Block 1, Rosewood Addition. The subject property is locally addressed as 5500 Rose Garden Loop, from a 'Regional Commercial' designation to a 'Residential Mix' designation.

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 14, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, at the City Hall, City of Killeen; and

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

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

SECTION I: That the future land use designation of approximately 7.2 acres, being part of Lot 2, Block 1, Rosewood Addition, locally addressed as 5500 Rose Garden Loop, be changed from a 'Regional Commercial' designation to a 'Residential Mix' designation.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

APPROVED:

Debbi Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY
Case #: FLUM 25-04

MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 14, 2025
CASE # FLUM25-04
“RC” to “RM”

Hold a public hearing and consider a request submitted by Quintero Engineering, LLC on behalf of SS Springs, LLC (**FLUM#25-04**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘Regional Commercial’ designation to a ‘Residential Mix’ designation for approximately 7.2 acres, being part of Lot 2, Block 1, Rosewood Addition. The subject property is locally addressed as 5500 Rose Garden Loop, Killeen, Texas.

Ms. Lopez presented the staff report for this item. She stated that the applicant’s request is to change the Future Land Use Map designation of the subject property from ‘Regional Commercial’ to ‘Residential Mix’. If approved, the applicant’s intent is to submit a subsequent request to rezone the property from “B-3” (Local Business District) to “R-2” (Two-Family Residential District) to develop an additional phase of the Rosewood Springs Subdivision consisting of two-family homes (i.e. duplexes).

The subject property is currently designated ‘Intended Growth’ area on the Growth Sector Map and ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM). Ms. Lopez stated that the request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan, and with the character of the surrounding area. She also stated that staff recommends approval of the applicant’s request to amend the Future Land Use Map (FLUM) designation from a ‘Regional Commercial’ (RC) designation to a ‘Residential Mix’ (RM).

Ms. Lopez stated that staff notified owners of thirty-two (32) surrounding properties regarding this request. As of the date of this meeting staff has received seven (7) written responses in opposition and none in support regarding this request.

The applicant, George Meza from Quintero Engineering, was present to represent the request.

Vice Chairman Wilson opened the public hearing at 5:11 p.m.

Ms. Juanita Gaona spoke in opposition to the request. She expressed concerns regarding traffic safety due to the number of car accidents on Rosewood Drive. She stated that, in her opinion, there should be a traffic signal at the intersection of Rosewood Drive and Rose Garden Loop. She also expressed concern regarding management of the Rosewood Springs Homeowners’ Association. She expressed that the developer should not be allowed to expand the residential development when the existing development is still unfinished. She noted that there is still no community center, and the dog park is not useable. Ms. Gaona stated that until the HOA amenities are finished, she would not support adding any more units.

Mr. Glen Zevallos spoke in opposition to the request. He expressed concern regarding increased traffic congestion and noise caused by the proposed development.

Ms. Marian Majors spoke in opposition to the request. She expressed concerns regarding traffic safety and drainage.

With no one else wishing to speak, the public hearing was closed at 5:19 p.m.

Vice Chaiman Wilson asked staff if this request would warrant a Traffic Impact Analysis. Mr. Hermosillo responded that a TIA would not be required for the proposed development.

Commissioner Giacomozzi moved to recommend approval of the request as presented. Commissioner O'Brien seconded, and the motion passed by a vote of 4 to 2. Commissioners Sabree and Purifoy voted in opposition to the motion.

Commissioner Sabree expressed her agreement with the citizens who spoke in opposition to the request. Commissioner Purifoy expressed that his opposition to the motion was due to concerns regarding traffic.

Quintero Engineering, LLC

Civil Engineering • Land Surveying
Planning • Construction Management
www.quinteroeng.com



June 16, 2025

City of Killeen – Planning & Development Services
Attn: Wallis Meshier
200 E. Avenue D, 2nd Floor
Killeen, Texas 76541

RE: FLUM Amendment – 5500 Rose Garden Lp., Killeen

Dear Mrs. Meshier,

On behalf of the property owner, we are submitting this letter of request for an amendment to the Future Land Use Map (FLUM) for a portion of the property located at 5500 Rose Garden Loop, BellCAD Property ID 483020. We are seeking a change in land use designation from Regional Commercial to Residential Mixed on behalf of the property owner.

- The reason for this request is to add multifamily housing while retaining part of the existing regional commercial use within the city limits.
- We believe that the proposed amendment is consistent with the principles and policies in the adopted comprehensive plan.
- We believe that the proposed amendment compliments and is compatible with the character of the surrounding area.
- As the engineering and surveying firm of record for the original Rosewood development, we were responsible for providing the surveying and engineering services for this project. In doing so, we carefully considered both future development and its potential impacts on the existing development. The subdivision improvements were planned, designed, and installed in accordance with the City's infrastructure provisions as outlined in the subdivision regulations.
- The proposed amendment will have a minimal impact on the City's capacity to provide, fund, or maintain services. The developer will assume responsibility for funding and installing subdivision-level improvements, in strict accordance with the City's subdivision regulations.
- The proposed amendment is taking place on an improved site from a prior development phase, and we are not aware of environmentally sensitive and natural areas.
- The regional commercial use in this area has remained undeveloped for the past seven years. Based on our client's analysis, a mixed-use development of multifamily housing and regional commercial space will better align with current market trends and accelerate local development within the City.

Sincerely,

A handwritten signature in black ink that reads 'Gorge J. Meza'.

Gorge J. Meza
Project Manager
Quintero Engineering, LLC

1501 W. Stan Schlueter Lp., Killeen, Texas 76549
Phone 254.493.9962 Fax 254.432.7070
T.B.P.E. Firm No.: 14709 T.B.P.L.S. Firm No. 10194110



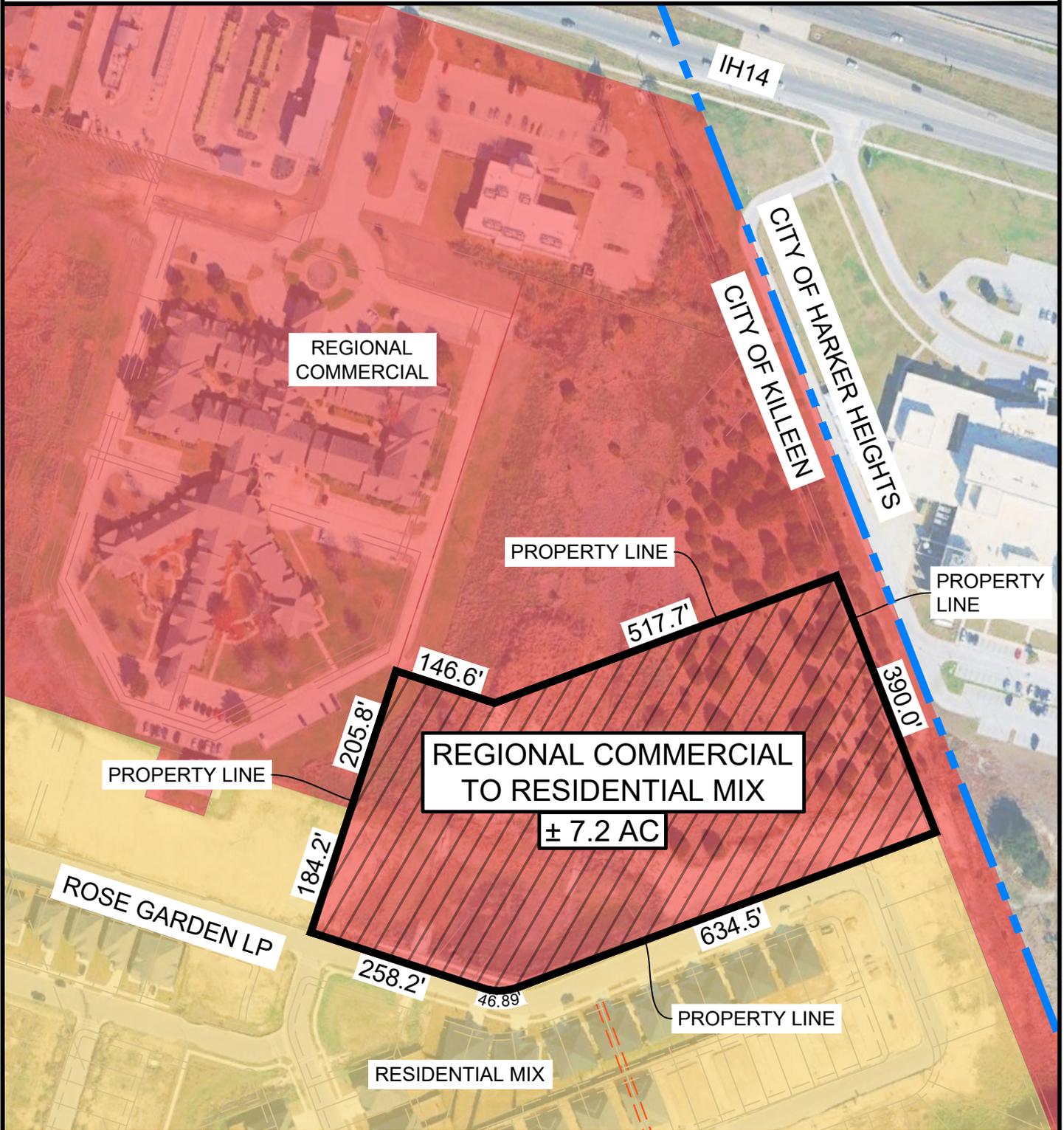
QUINTERO ENGINEERING, LLC

CIVIL ENGINEERING • LAND SURVEYING • PLANNING • CONSTRUCTION MANAGEMENT

1501 W. STAN SCHLUETER LP., KILLEEN, TEXAS (254) 493-9962

T.B.P.E. FIRM REGISTRATION NO. 14709

T.B.P.L.S. REGISTRATION NO. 10194110



FLUM AMENDMENT EXHIBIT

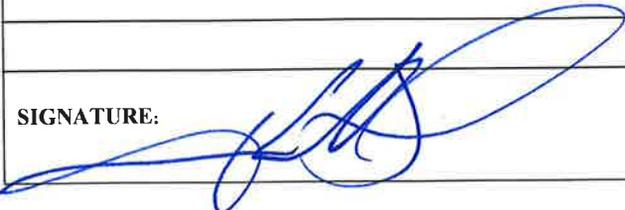
A PORTION OF THE REMAINDER OF THE CALLED 48.83
ACRES DESCRIBED IN A DEED TO SS SPRINGS, LLC
INSTR. NO. 2018-00025882

CUT HERE

YOUR NAME:	<i>Jim Clardy</i>	PHONE NUMBER:	<i>254.501.5600</i>
CURRENT ADDRESS:	<i>2800 W. W. Young Dr., Killeen TX</i>		
ADDRESS OF PROPERTY OWNED:			
COMMENTS:	<i>No one in favor of the request</i>		
		RECEIVED	
		JUL 21 2025	
		By <i>JL</i>	
SIGNATURE:	<i>[Signature]</i>		
		REQUEST: RC to RM	<i>FLOM25-01/40-42</i>

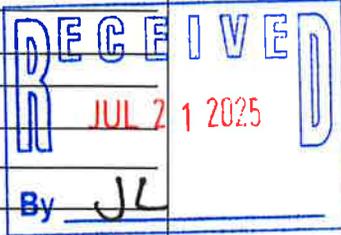
YOUR NAME: KLONG SUK Kim PHONE NUMBER: 254-466-9900
CURRENT ADDRESS: 1100 Alberta Cir H.H, TX 76548
ADDRESS OF PROPERTY OWNED: 5409 Rose Garden A + B
COMMENTS: OPPOSE
RECEIVED
JUL 21 2025
By JL
SIGNATURE: [Signature] REQUEST: RC to RM
FL0725-04/17

YOUR NAME: Virginia Brooks	PHONE NUMBER:		
CURRENT ADDRESS: 5108 Rose Garden Loop			
ADDRESS OF PROPERTY OWNED:			
COMMENTS: I would like for this area to be changed to residential.			
		<div data-bbox="1031 262 1380 493" data-label="Text"> <p>RECEIVED JUL 21 2025 By JL</p> </div>	
SIGNATURE: Virginia Brooks	REQUEST: RC to RM FL025-04/24		

YOUR NAME:	<i>Jim Wright</i>	PHONE NUMBER:	<i>254-501-7648</i>
CURRENT ADDRESS:	<i>2800 So MS Young Dr Killeen TX</i>		
ADDRESS OF PROPERTY OWNED:			
COMMENTS:	<i>I support this request.</i>		
SIGNATURE:			REQUEST: RC to RM <i>FLUM 25-04/33-36</i>

RECEIVED
JUL 21 2025
By *JL*

YOUR NAME: Jim Clingbe	PHONE NUMBER: 254-501-5110
CURRENT ADDRESS: 2800 S. W. Young Blvd., Killeen	
ADDRESS OF PROPERTY OWNED:	
COMMENTS:	
I support this request.	
SIGNATURE: 	REQUEST: RC to RM FL0725-04/43



CUT HERE

YOUR NAME: Chae Cheon **PHONE NUMBER:** 737-217-0660

CURRENT ADDRESS: 3417 Rose Garden Loop Apt B

ADDRESS OF PROPERTY OWNED: Killeen TX

COMMENTS:
 I have concerns about flooding and parking. Traffic in my immediate area.

SIGNATURE: 

REQUEST: RC to RM
FL0125-01/21

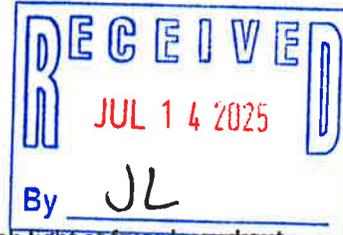
RECEIVED
 JUL 14 2025
 By JL

YOUR NAME: Marian Mayors	PHONE NUMBER: 512-276-9803
CURRENT ADDRESS: 5102 Red Rose Xing Killeen TX	
ADDRESS OF PROPERTY OWNED: 76542	
COMMENTS:	
I have concerns about parking & traffic being	
SIGNATURE: Marian Mayors	REQUEST: RC to RM FL0125-04/47

RECEIVED
 JUL 14 2025
 By JL

Marian Majors
5102 Road Rose Xing
Killeen TX 76542

FLU 125-04/47



Development Concerns

1. **Traffic** – major concern. Accidents are rampant and fatal, speeding to catch light at frwy. In and out of Dollar tree, nail spa, Hudson Apartments and Rosewood take 5 minutes sometimes. Have to shoot the gap and punch it when you do get a chance. Turning left or right is very difficult. *** Adding 40-80 additional cars would not be practical. As it is, we don't have any speed limit signs or children at play signs in the subdivision.

Solution – Traffic light at this location and an exit point/road going to frontage road. 22 units = no less than 44 cars. 2 cars minimum per household.

2. **HOA** – Developer JW Wright hired Colby Mgmt. who is not doing their job. We pay 60k per year and they are not able to manage current subdivision. Trash cans out in open, lawns not mowed, on street overnight parking off the charts. No enforcement of current by-laws. What makes us think they can manage an entirely new section. Tarring the road was incomplete because property mgmt. isn't doing their job due to overnight on street parking. No advance notice was given. If the current company can not keep up, how can we consciously add more to their plate?

Solution - Fire and Hire a property mgmt. company that can enforce the by-laws or the developer should have a talk with the Mgmt. company

3. **Undeveloped Lots** – We currently have at least 12 undeveloped lots in our subdivision. I am reluctant to approve more, when we still aren't finished with the first phases. We don not have a community center, common areas have wild weeds/grass growing everywhere, unmanicured, no nice entry signage welcoming us to Rosewood Springs, Dog park is not usable. So, until the first phases are complete, I vote no. Our subdivision looks scrappy/unkept.

Solution – developer needs to finish what they started. Get the community involved in what is left before we add on.

4. **Unsold/Unrented** – properties. We have approx. 20-30 uninhabited homes and townhomes empty. 80% of units/homes are rental units/Transient. Investment property owners don't care about HOA or renters or rules. This is our home. Renters don't care. An investor from California came in and bought 20 units before they were even finished building them.

Solutions – I vote NO for townhomes. SF dwellings only and/or we need city restrictions on how much of an area that can be rental/investment property. **I will consider a vote for mixed SF and Townhome with traffic control, the access road off of frontage road and not the subdivision which is Rose Garden Loop., or both.**

***** Have to eliminate and or control the traffic better in this area.**

*****Need to reduce the number of rental properties. Build SF dwellings**

*****At least with commercial property, they operate 8-5 and keep their lawns manicured.**

YOUR NAME: JUANITA GAONA	PHONE NUMBER: 404-259-0838
CURRENT ADDRESS: 5714 Rose Garden Loop	
ADDRESS OF PROPERTY OWNED: " "	
COMMENTS: see attachment	
SIGNATURE: <i>Juanita Gaona</i>	REQUEST: RC to RM FL0125-01/21

RECEIVED
 JUL 14 2025
 By JL

Development Concerns

1. **Traffic** – major concern. Accidents are rampant and fatal, speeding to catch light at frwy. In and out of Dollar tree, nail spa, Hudson Apartments and Rosewood take 5 minutes sometimes. Have to shoot the gap and punch it when you do get a chance. Turning left or right is very difficult. *** Adding 40-80 additional cars would not be practical. As it is, we don't have any speed limit signs or children at play signs in the subdivision.

Solution – Traffic light at this location and an exit point/road going to frontage road. 22 units = no less than 44 cars. 2 cars minimum per household.

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Solution - Fire and Hire a property mgmt. company that can enforce the by-laws or the developer should have a talk with the Mgmt. company

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Solution – developer needs to finish what they started. Get the community involved in what is left before we add on.

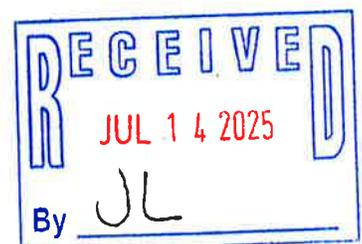
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Solutions – I vote NO for townhomes. SF dwellings only and/or we need city restrictions on how much of an area that can be rental/investment property. **I will consider a vote for mixed SF and Townhome with traffic control, the access road off of frontage road and not the subdivision which is Rose Garden Loop., or both.**

***** Have to eliminate and or control the traffic better in this area.**

*****Need to reduce the number of rental properties. Build SF dwellings**

*****At least with commercial property, they operate 8-5 and keep their lawns manicured.**





CASE #FLUM 25-04:
'RC' TO 'RM'

PH-25-045

August 19, 2025

Case #FLUM25-04: 'RC' to 'RM'

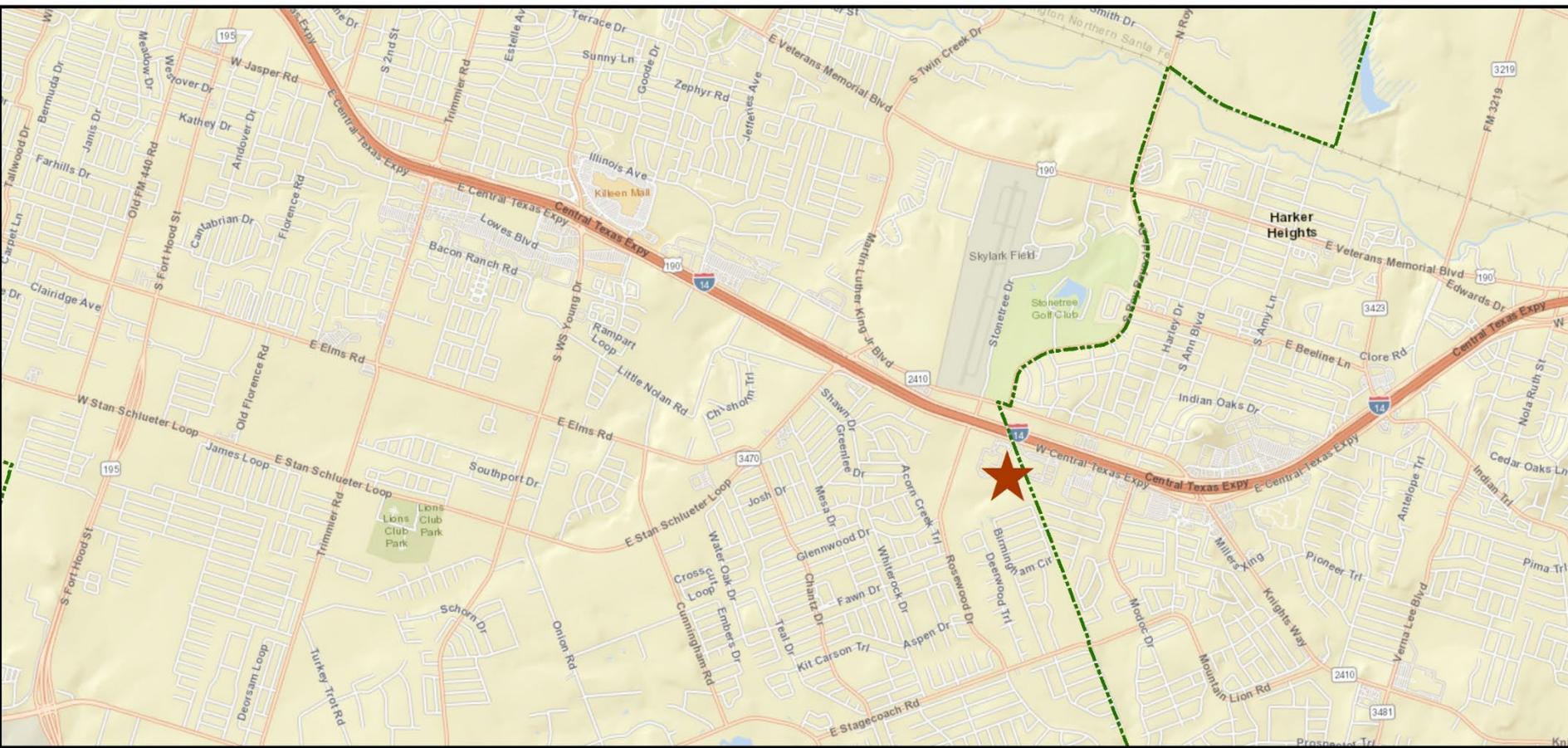
- Hold a public hearing and consider a request submitted by Quintero Engineering, LLC on behalf of SS Springs, LLC (**FLUM#25-04**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Regional Commercial' designation to a 'Residential Mix' designation for approximately 7.2 acres, being part of Lot 2, Block 1, Rosewood Addition.
- The subject property is locally addressed as 5500 Rose Garden Loop, Killeen, Texas.

Case #FLUM25-04: 'RC' to 'RM'

- If approved, the applicant intends to submit a subsequent request to rezone the property from “B-3” (Local Business District) to “R-2” (Two-Family Residential District) in order to develop an additional phase of the Rosewood Springs Subdivision consisting of two-family homes (duplexes).

Case #FLUM25-04: 'RC' to 'RM'

- The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP

Case: FLUM AMENDMENT 2025-04

Council District: 2
FROM RC TO RM
Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

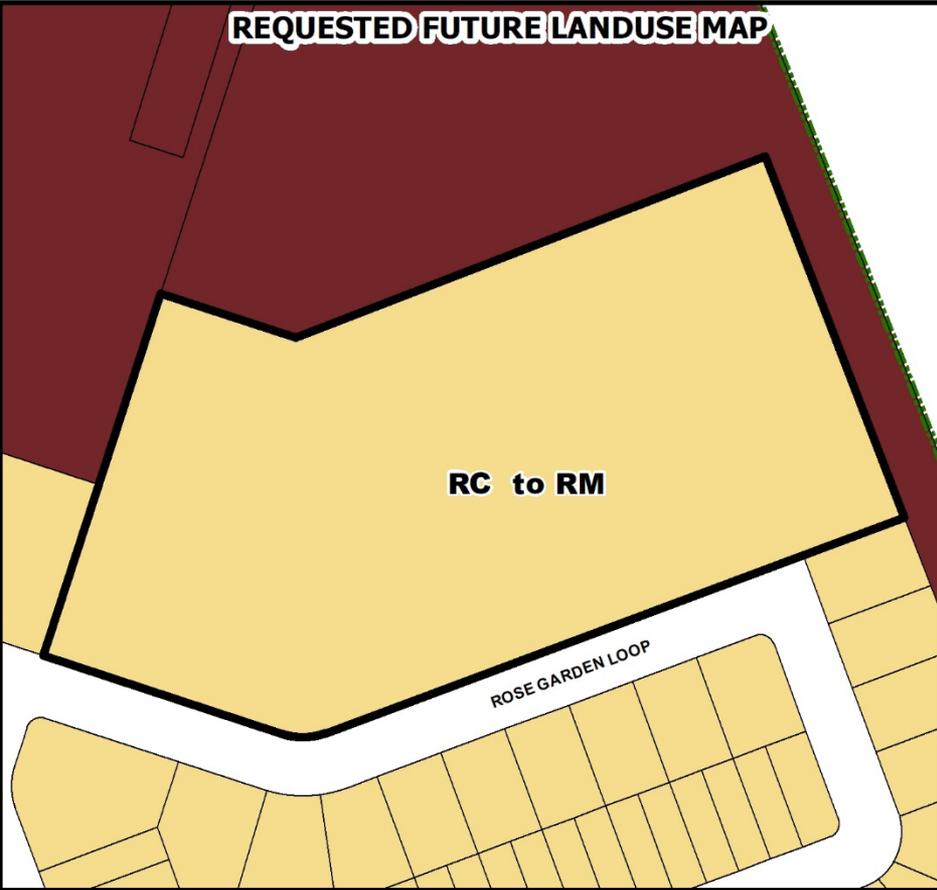
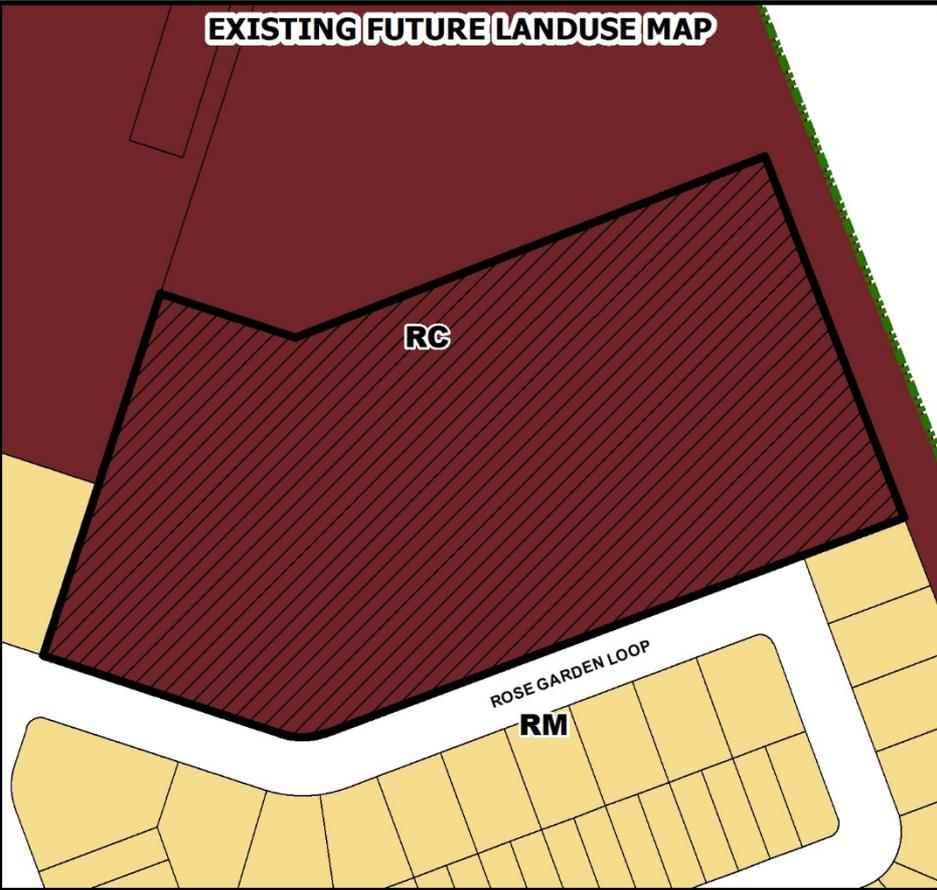
 **FLUM LOCATION**

1 inch = 4,167 feet
Date: 6/24/2025



EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2025-04

Council District: 2

FROM RC TO RM

Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

Future Land Use Legend

 Flum Case Location

 Regional Commercial

 Residential Mix

 Killeen City Limit

1 inch = 199 feet
Date: 6/24/2025



Case #FLUM25-04: 'RC' to 'RM'

7

View of the subject property facing north from Rose Garden Loop:



Case #FLUM25-04: 'RC' to 'RM'

8

View of the existing two-family residential on Rose Garden Loop:



Case #FLUM25-04: 'RC' to 'RM'

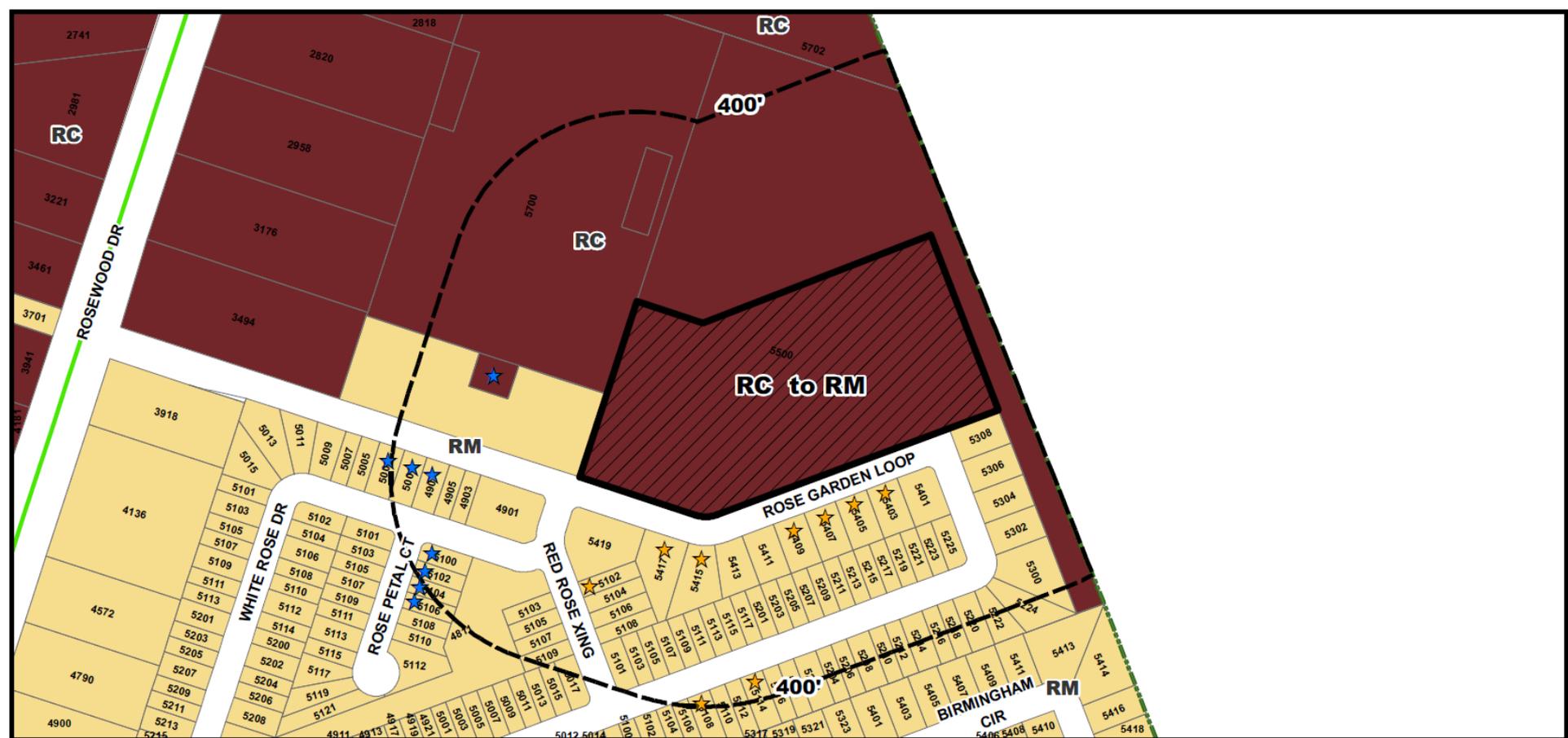
9

View from facing southwest on Rose Garden Loop
(subject property on right):



Public Notification

- Staff notified thirty-two (32) surrounding property owners regarding this request.
- To date, staff has received two (2) written responses in support and eight (8) written responses in opposition to this request.
- Three (3) citizens spoke in opposition to the request during the Public Hearing at the Planning and Zoning Commission meeting on July 14th.



RESPONSE MAP

Case: FLUM AMENDMENT 2025-04

Council District: 2

FROM RC TO RM

Subject Property Legal Description: Part of Lot 2, Block 1, Rosewood Addition, Total Acres 7.2

Legend

-  Killteen City Limits
-  Minor Arterial, Existing
-  Residential Mix
-  Bell County Area
-  Regional Commercial
-  Opposed
-  In Support

Date: 7/23/2025



Staff Findings

- The subject property is currently undeveloped with access via Rose Garden Loop.
- The property also has access via a private access easement from E. Central Texas Expressway through the existing nursing home facility to the west.
- However, the property does not have direct access from either Rosewood Drive or E. Central Texas Expy.

Staff Recommendation

- Based on the limited access, staff finds that the subject property is not well suited for commercial development.
- Therefore, staff recommends approval of the applicant's request to amend the Future Land Use Map (FLUM) designation from 'Regional Commercial' (RC) to 'Residential Mix' (RM) as requested by the applicant.

Commission Recommendation

- At their regular meeting on July 14, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 2.
- Commissioners Sabree and Purifoy voted in opposition to the motion, citing citizens' concerns regarding traffic and management of the existing Homeowners' Association.



City of Killeen

Staff Report

File Number: PH-25-046

Hold a public hearing and consider an ordinance submitted by John Gilmore, on behalf of Ki Sup Son and Soon Sun Son, (**Case# Z25-21**) to rezone approximately 0.67 acres, being part of Lot 1, Block 1, out of the Chaney Addition, from "R-1" (Single-Family Residential District) to "B-5" (Business District). The subject property is locally addressed as 3413 Old Farm-to-Market 440, Killeen, Texas.

DATE: August 19, 2025
TO: Kent Cagle, City Manager
FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.
SUBJECT: Zoning Case# Z25-21: "R-1" to "B-5"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Ki Sup Son and Soon Sun Son
Agent: John Gilmore
Current Zoning: "R-1" (Single-Family Residential District) and "B-5" (Business District)
Proposed Zoning: "B-5" (Business District)
FLUM Designation: 'Regional Commercial' (RC)
Growth Sector Designation: 'Neighborhood Infill' (NI)
Development Zone: 4

Summary of Request:

Ki Sup Son and Soon Sun Son have submitted a request to rezone part of Block 1, Lot 1 of the Chaney Addition, located at 3413 Old Farm-to-Market (FM) 440 in Killeen, Texas. The eastern half of the lot is currently zoned "B-5", and the western half of the lot is currently zoned "R-1". The applicant's intent is to rezone the western portion of the lot to "B-5" in order to make the zoning consistent across the entire lot. The applicant currently has no plans to develop the property. However, rezoning the property to "B-5" will allow for future commercial development.

Zoning/Plat Case History:

The subject property was annexed into the City of Killeen in 1980, via Ordinance No. 80-07, and

subsequently zoned "R-1" (Single-Family Residential District). In 1993, the eastern half of the property was rezoned to "B-5" (Business District) via Ordinance No. 93-22.

Character of the Area:

North: Undeveloped property zoned "R-1" (Single-Family Residential District)

South: Large lot single-family development zoned "R-1" (Single-Family Residential District)

East: Undeveloped commercial property zoned "B-5" (Business District)

West: Large lot single-family development zoned "R-1" (Single-Family Residential District)

Future Land Use Map Analysis:

The property is located within the 'Neighborhood Infill' (NI) area on the Growth Sector Map and designated as 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Neighborhood Infill' area on the Growth Sector Map includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, smallplexes, and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

These 'Regional Commercial' places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial. This place type encourages one hundred percent (100%) nonresidential and fifty percent (50%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment 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:

These properties are located within the City of Killeen Development Zone #4. This development zone is west of Fort Hood Street and north of Stan Schlueter Loop. This development zone consists of 44.81% residential uses and 55.19% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages

approximately:

District	Acres	Percentage
Special Districts	107.15	1.87%
Residential	2457.49	42.94%
Industrial	11.37	0.20%
Commercial	2937.38	51.33%
Agricultural	209.35	3.66%
Totals	5722.74	100.00%

Vacant Land	684	11.95%
-------------	-----	--------

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

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

Water services are available for the property via an existing 20" water transmission main and an existing 8" water distribution main located in Old Farm-to-Market 440.

Wastewater services are available for the property via an existing 10" wastewater main located on the east side of Old Farm-to-Market 440.

There is an existing drainage ditch on the west side of the property that conveys runoff to the north towards Elms Road. The drainage ditch is in an existing easement. No other existing stormwater infrastructure is adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via Old Farm-to-Market 440 (65' ROW), which is classified as a Collector Road in the currently adopted Comprehensive Plan.

The current zoning classification for the property is "R-1" and "B-5". The property is currently vacant and generates no appreciable traffic.

The proposed zoning classification is "B-5" with no stated proposed use for the property at this time. Based on the information contained in the 10th Edition of the ITA Trip Generation documents and the anticipated proposed use of the property, approximately 1,170 average daily trips will be generated by the tract.

An individual traffic impact analysis is not required at this time.

If the conditions or assumptions used in the development of the current Traffic Impact

Determination change, a revised determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site.

Environmental Assessment:

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

There are no wetlands located on the property, as shown on the National Wetlands Inventory map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified property owners of twenty-eight (28) surrounding properties regarding this request.

To date, staff has received zero (0) written responses in opposition or in support.

Staff Findings:

Staff finds that the proposed zoning is consistent with the Future Land Use Map and Killeen 2040 Comprehensive Plan. Although there are no current development plans for this property, the rezoning would establish zoning consistency across the lot.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to State and Local policy.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of City funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the property from "R-1 (Single-Family Residential District to "B-5" (Business District) as presented.

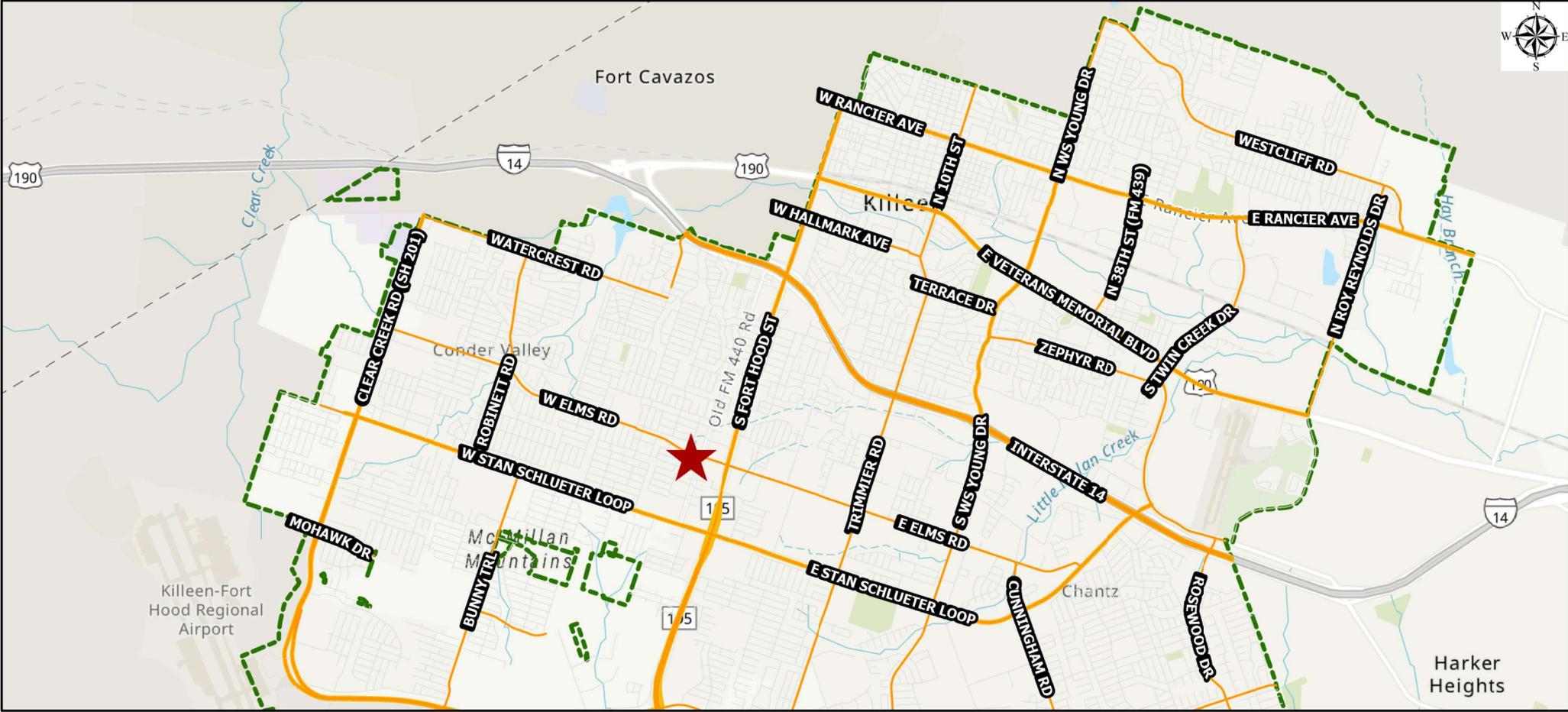
The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "R-1 (Single-Family Residential District to "B-5" (Business District) designation by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

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



LOCATION MAP

Council District: 3



Zoning Case 2025-21
R-1 TO B-5

Legend

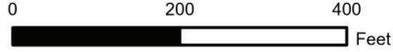
- Major Roads
- City Limit
- Zoning Case Location

Subject Property Legal Description: BEING PART OF CHANEY ADDITION, BLOCK 001, LOT 0001, ACRES .67



AERIAL MAP

Council District: 3



Zoning Case 2025-21

R-1 TO B-5

Legend

 Zoning Case

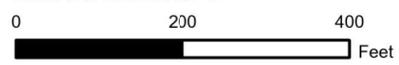
Subject Property Legal Description: BEING PART OF CHANEY ADDITION, BLOCK 001, LOT 0001, ACRES .67



200' BUFFER - 10 PARCELS
400' BUFFER - 29 PARCELS

PROPERTY ID MAP

Council District: 3



Subject Property Legal Description: BEING PART OF CHANEY ADDITION, BLOCK 001, LOT 0001, ACRES .67

Zoning Case 2025-21

R-1 TO B-5

Legend	
	B-5
	R-1
	R-3
	R-MP
	R-2
	RMH
	Zoning Case

SITE PHOTOS

Case #Z25-21: "R-1" to "B-5"



View of the subject property from Old FM 440 facing west:



View from the subject property looking towards the existing childcare facility across the street:



SITE PHOTOS

Case #Z25-21: "R-1" to "B-5"



View from the subject property facing south along Old FM 440 Road:



View from the subject property facing north along Old FM 440 Road towards the intersection at Elms Road and Old FM 440:



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.67 ACRES BEING LOT 1, BLOCK 1, OUT OF THE CHANEY ADDITION FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, John Gilmore, on behalf of Ki Sup Son and Soon Sun Son, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.67 acres, being Lot 1, Block 1, out of the Chaney Addition, locally addressed as 3413 Old Farm to Market 440, Killeen, Texas, from “R-1” (Single-Family Residential District) to “B-5” (Business District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 14, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, at the City Hall, City of Killeen; and

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

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

SECTION I. That the zoning classification of approximately 0.67 acres, being Lot 1, Block 1, out of the Chaney Addition, locally addressed as 3413 Old Farm to Market 440, Killeen, Texas, from “R-1” (Single-Family Residential District) to “B-5” (Business District).

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #25-21

Ord. #25-____

MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 14, 2025
CASE # Z25-21
“R-1” to “B-5”

Hold a public hearing and consider a request submitted by John Gilmore on behalf of Ki Sup Son and Soon Sun Son (**Case# Z25-21**) to rezone approximately 0.67 acres, being Lot 1, Block 1 out of the Chaney Addition from “R-1” (Single-Family Residential District) to “B-5” (Business District). The subject property is locally addressed as 3413 Old Farm to Market 440, Killeen, Texas.

Mr. Hermosillo presented the staff report for this item. He stated that, if approved, the applicant’s intent is to rezone the western portion of the lot to “B-5” in order to make the zoning consistent across the entire lot. The applicant currently has no plans to develop the property. However, rezoning the property to “B-5” will allow for future commercial development.

The subject properties are located within the ‘Neighborhood Infill’ sector on the Growth Sector Map of the Comprehensive Plan and is designated as ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM). Staff finds that the request is consistent with the surrounding area and follows the 2040 Comprehensive Plan.

Mr. Hermosillo stated that staff notified owners twenty-eight (28) surrounding properties regarding this request. As of the date of the meeting, staff has received no written responses from the property owners regarding this request.

Mr. Hermosillo stated that staff recommends approval of the request to rezone the property from “R-1” (Single-Family Residential District) to “B-5” (Business District), as presented.

The agent, Mr. John Gilmore, was present to represent the case.

Vice Chairman Wilson opened the public hearing at 5:25 p.m.

With no one wishing to speak, the public hearing was closed at 5:25 p.m.

Commissioner Sabree moved to recommend approval of the applicant’s request as presented. Commissioner Ellis seconded, and the motion passed by a vote of 6 to 0.

All,

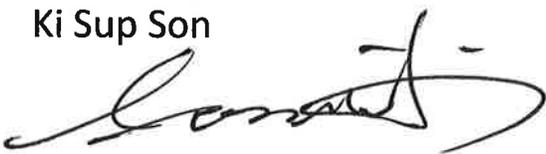
I would like to request to rezone part of Block 001, Lot 0001, of the Chaney Addition located at 3413 Old FM 440 in Killeen, Texas. This lot (1.338 acres) is currently zoned half B-5 on the East side of the lot and the remaining approximately .67 acres on the West side is zoned R-1. We are requesting to rezone the .67 acres on the West side of the lot to B-5 also.

This lot is currently vacant and we have no current plans for the lot at this time.

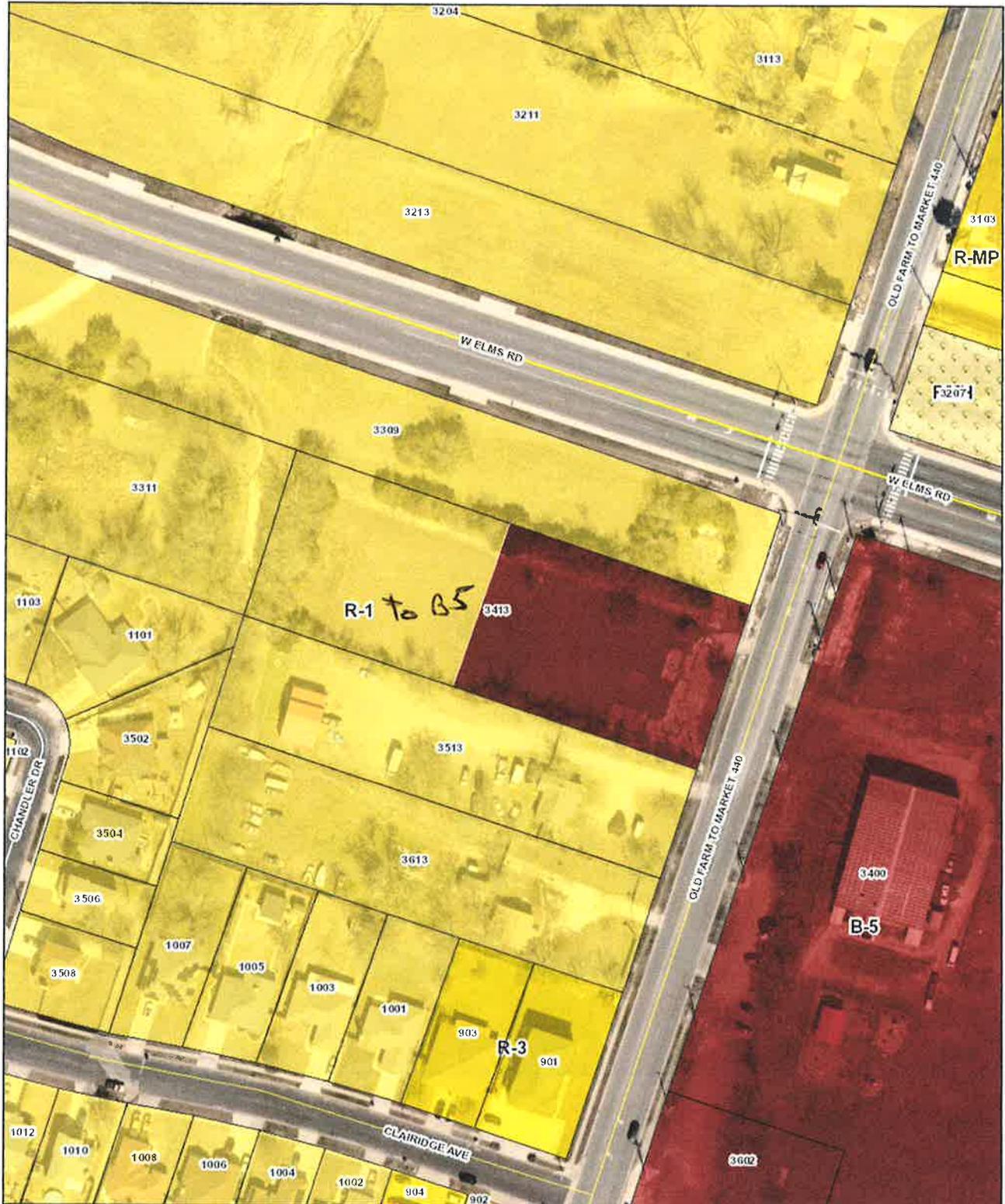
The rezoning should have little to no effect on the current surrounding properties at this time. If this property should be developed at a later time the City of Killeen has standards in place to shield the current surrounding property owners from future development.

This rezoning request is consistent with the City of Killeen's future land use map.

Ki Sup Son

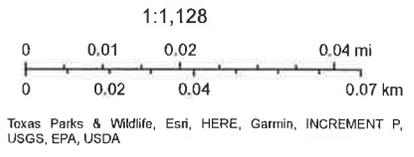
A handwritten signature in black ink, appearing to read 'Ki Sup Son', with a stylized flourish at the end.

3413 Old FM 440



6/12/2025, 2:33:05 PM

StreetNames	Morgan's Point Resort	Parcel	Adult Oriented Business Zone	B-3A
Bell County Cities	Nolanville	StreetCenterline	Current Zoning	B-4
Bartlett	Rogers	PRINCIPAL ARTERIAL	DA	B-5
Belton	Salado	MINOR ARTERIAL	A	RC-1
Copperas Cove	Temple	MARGINAL ACCESS	A-R1	B-C-1
Harker Heights	Troy	COLLECTOR	B-1	B-DC
Holland	Bell County Roads	LOCAL STREET	B-2	BT-1
Little River-Academy	Citylimits	TIRZ	B-3	CD





**CASE #Z25-21:
“R-1” TO “B-5”**

PH-25-046

August 19, 2025

Case #Z25-21: “R-1” to “B-5”

- Hold a public hearing and consider a request, submitted by John Gilmore on behalf of Ki Sup Son and Soon Sun Son, (**Case# Z25-21**) to rezone approximately 0.67 acres, being part of Lot 1, Block 1 out of the Chaney Addition, from “R-1” (Single-Family Residential District) to “B-5” (Business District).
- The subject property is locally addressed as 3413 Old Farm to Market 440, Killeen, Texas.

Case #Z25-21: “R-1” to “B-5”

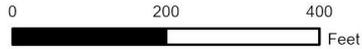
- The eastern half of the parcel is currently zoned “B-5”, and the western half of the lot is currently zoned “R-1”.
- The applicant’s intent is to rezone the western portion of the lot to “B-5” in order to make the zoning consistent across the entire lot.
- Rezoning the entire parcel to “B-5” will allow for future commercial development of the lot.

Case #Z25-21: “R-1” to “B-5”

- The subject property is located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map and designated as ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



AERIAL MAP
Council District: 3

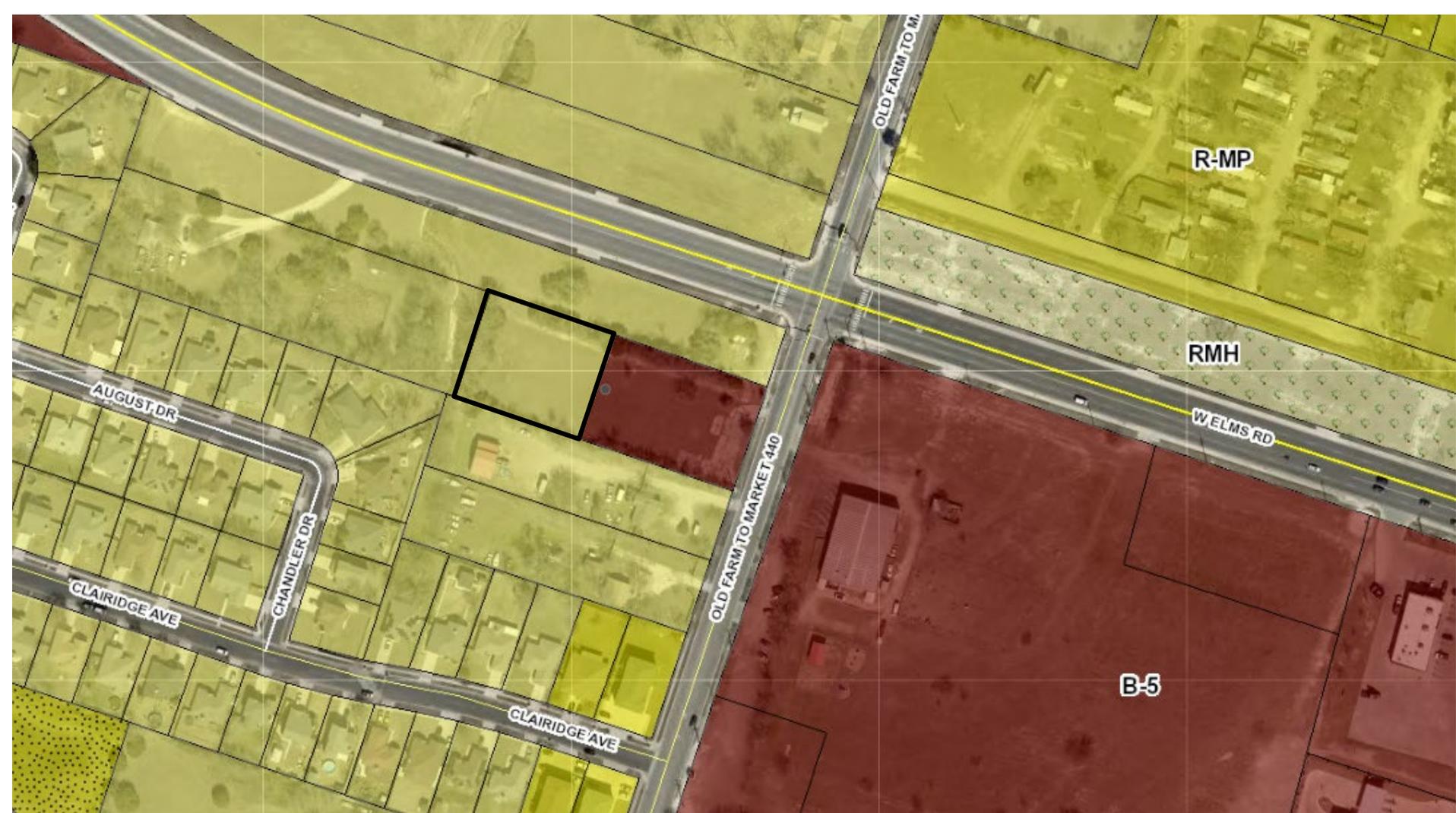


Zoning Case 2025-21

R-1 TO B-5

Legend
 Zoning Case

Subject Property Legal Description: BEING PART OF CHANEY ADDITION, BLOCK 001, LOT 0001, ACRES .67



R-MP

RMH

B-5

OLD FARM TO M

OLD FARM TO MARKET 440

WELMS RD

AUGUST DR

CHANDLER DR

CLAIRIDGE AVE

CLAIRIDGE AVE

Case #Z25-21: “R-1” to “B-5”

8

View of the subject property from Old F.M. 440 facing west:



Case #Z25-21: “R-1” to “B-5”

9

View from the subject property facing east across Old F.M. 440:



Case #Z25-21: “R-1” to “B-5”

10

View from the subject property facing south along Old FM 440:



Case #Z25-21: “R-1” to “B-5”

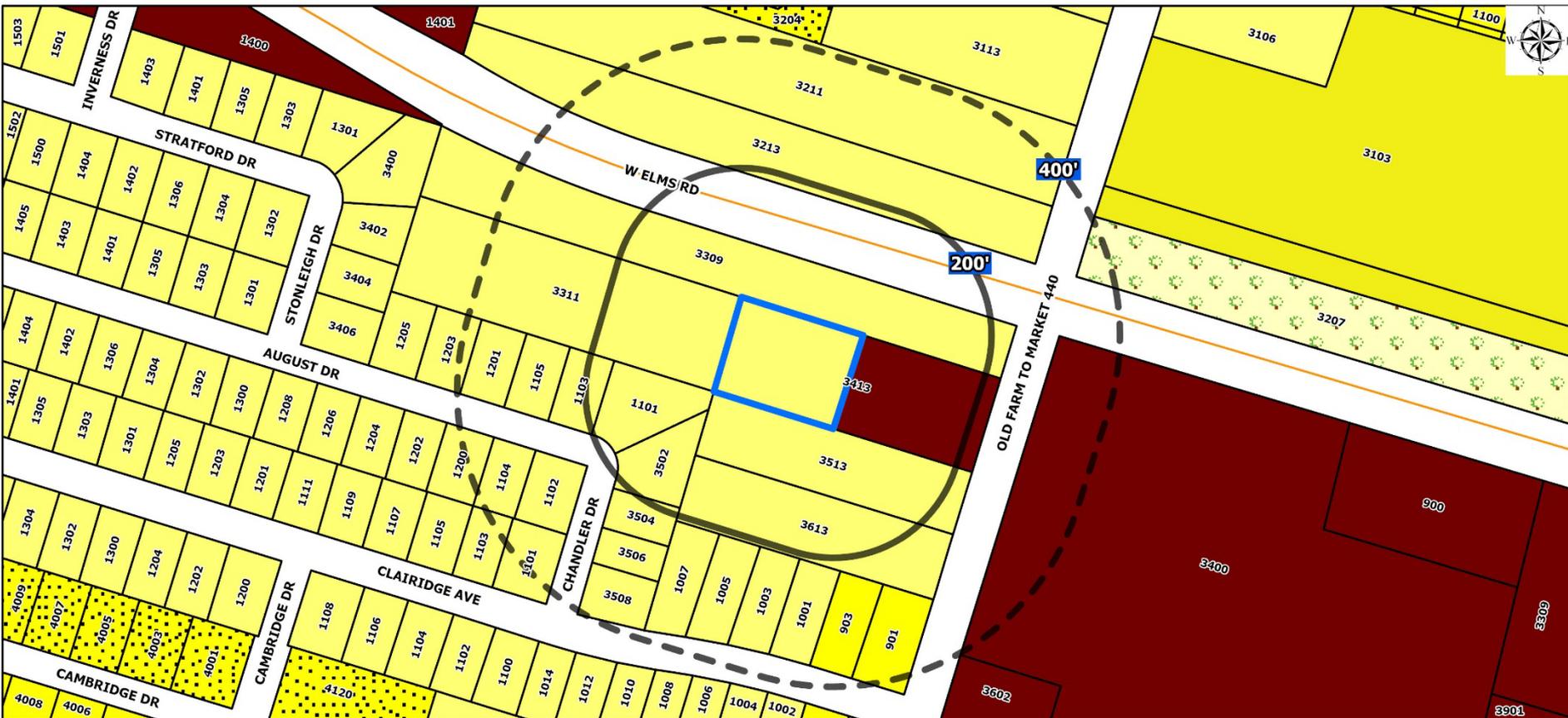
11

View from the subject property facing north on Old F.M. 440:



Public Notification

- Staff notified the owners of twenty-eight (28) surrounding properties regarding this request.
- To date, staff has received zero (0) written response in opposition to this request.



NOTIFICATION MAP

Council District: 3



Subject Property Legal Description: BEING PART OF CHANEY ADDITION, BLOCK 001, LOT 0001, ACRES .67

Zoning Case 2025-21

R-1 TO B-5

Legend

	B-5		R-2		RMH
	R-1		R-3		R-MP
	Zoning Case				

Staff Findings

- Staff finds that the applicant's request is consistent with the Future Land Use Map (FLUM) and recommendations outlined Killeen 2040 Comprehensive Plan.

Staff Recommendation

15

- Therefore, staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-5" (Business District) as presented.

Commission Recommendation

- At their regular meeting on July 14, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-25-047

Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Haun Investments, LLC, (**Case# Z25-22**) to rezone approximately 0.95 acres out of a 2.358-acre tract in the A. Dickson Survey, Abstract No. 266, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The subject property is locally addressed as 554 58th Street, Killeen, Texas.

DATE: August 19, 2025
TO: Kent Cagle, City Manager
FROM: Wallis Meshier, Exec. Dir. Of Exec. Serv.
SUBJECT: Zoning Case# Z25-22: "R-1" to "B-3"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Haun Investments, LLC
Agent: Mitchell & Associates, Inc.
Current Zoning: "R-1" (Single-Family Residential District)
Proposed Zoning: "B-3" (Local Business District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Neighborhood Infill' (NI)
Development Zone: 2

Summary of Request:

Haun Investments, LLC, has retained Mitchell & Associates to assist in the development of the property located at 554 58th Street. As part of this development, the applicant is requesting to rezone approximately 0.95 acres of property from "R-1" to "B-3" If approved, the applicant intends to develop a food truck park on the property.

Zoning/Plat Case History:

The subject property was annexed into the City of Killeen in 1959. Staff is unable to determine the date of the zoning.

Character of the Area:

North: Existing single-family development zoned "R-1" (Single-Family Residential District)

South: Undeveloped commercial property zoned "B-5" (Business District)

East: Developed commercial property zoned "B-5" (Business District)

West: Existing single-family development zoned "R-1" (Single-Family Residential District)

Future Land Use Map Analysis:

The subject property is located within the 'Neighborhood Infill' (NI) area on the Growth Sector Map and designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Neighborhood Infill' area on the Growth Sector Map includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, smallplexes, and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment 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:

These properties are located within the City of Killeen Development Zone #2. This development zone is north of Veterans Memorial Boulevard and east of WS Young Drive. This development zone consists of 67.53% residential uses and 32.47% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages, approximately:

<u>District</u>	<u>Acreage</u>	<u>Percent</u>
Special Districts	88.35	1.96%
Residential	2960.10	65.57%
Industrial	990.19	21.93%
Commercial	467.44	10.35%
Agricultural	8.15	0.18%
Total	4514.24	100.00%
Vacant Land	1729.44	38.31%

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: Yes

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

Water services are available for the property via an existing 20" water transmission main crossing the property in an existing easement, an existing 6" water distribution main located in 58th Street, and an existing 8" water distribution main located in E. Veterans Memorial Boulevard.

Wastewater services are available for the property via an existing 10" wastewater main located in E. Veterans Memorial Boulevard and an existing 6" wastewater main located in S. 58th Street.

There is no existing stormwater infrastructure adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via 58th Street (40' ROW), which is classified as a Local Road, and via E. Veterans Memorial Boulevard (135' ROW), which is classified as a Principal Arterial in the currently adopted Comprehensive Plan.

The current zoning classification for the subject property is "R-1". The property is generally undeveloped and generates no appreciable traffic.

The proposed zoning classification is "B-3". Based on the information contained in the 10th Edition of the ITA Trip Generation documents and the anticipated proposed use of the property, approximately 1,115 average daily trips will be generated by the tract.

An individual traffic impact analysis is not required at this time.

If the conditions or assumptions used in the development of the current Traffic Impact Determination change, a revised determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site.

Environmental Assessment:

The property is in the Nolan Creek /Leon River Watershed. The property is located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

There are no wetlands located on the property, as shown on the National Wetlands Inventory map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified property owners of forty-nine (49) surrounding properties regarding this request.

To date, staff has received zero (0) responses regarding this request.

Staff Findings:

Staff finds that the applicant's request to rezone the subject property from "R-1" to "B-3" is consistent with the residential and commercial character of the surrounding property. The front half of the existing lot is already zoned "B-5" (Business District), while the adjacent properties to the north and west consist of existing single-family homes. Staff is of the determination that rezoning the rear half of the existing lot from "R-1" to "B-3" will allow for commercial development of the entire parcel, while also ensuring that the proposed development is compatible with the existing single-family development to the north and west. The requested "B-3" zoning will allow the property owner to develop the site a food truck park as intended, while also precluding the heavy automotive uses often associated with the "B-5" zoning district.

Staff notes that any commercial development of the subject property will require the developer to provide a screening device along the northern property line in accordance with Killeen Code of Ordinances Sec. 31-280. A "screening device" is defined as "a solid, opaque fence or wall of stone, brick, split-face concrete block, poured concrete, precast concrete, or other similar masonry material of equal character, density and design, which measures eight (8) feet in height, exclusive of caps on fence posts or pilasters."

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policy.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) as presented.

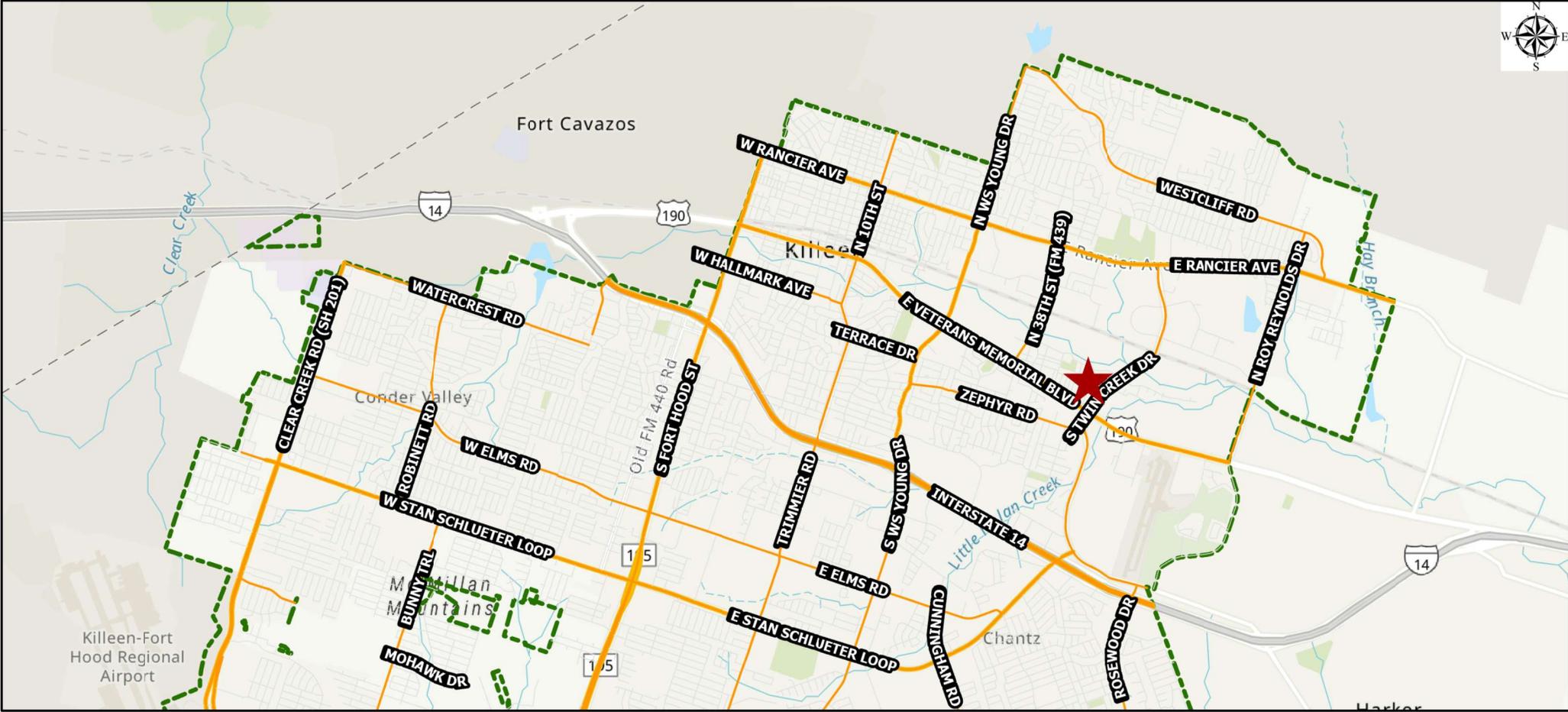
The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "R-1 (Single-Family Residential District) to "B-3" (Local Business District) designation by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

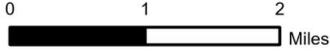
ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Ordinance
Minutes
Letter of Request
Rezoning Exhibit
Presentation



LOCATION MAP

Council District: 1



Zoning Case 2025-22

R-1 TO B-3

Legend

-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: Being part of A Dickson Survey, Abstract No. 266. ACRES 0.95



AERIAL MAP

Council District: 1



Zoning Case 2025-22
R-1 TO B-3

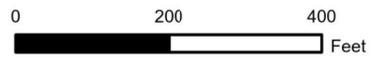
Legend
 Zoning Case

Subject Property Legal Description: Being part of A Dickson Survey, Abstract No. 266. ACRES 0.95



NOTIFICATION MAP

Council District: 1



Subject Property Legal Description: Being part of A Dickson Survey, Abstract No. 266. ACRES 0.95

Zoning Case 2025-22
R-1 TO B-3

Current Zoning		CUP	R-2	RT-1
B-5	M-1	R-1	R-3	
B-C-1	R-1	R-3F		
Zoning Case				

SITE PHOTOS

Case #Z25-22: "R-1" to "B-3"



View of the subject property from 58th Street facing east.



View from the existing residential across 58th Street.



SITE PHOTOS

Case #Z25-22: "R-1" to "B-3"



View from the subject property of the surrounding residential.



View from the subject property looking towards East Veterans Memorial Boulevard.



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.95 ACRES OUT OF A 2.358 ACRE TRACT OUT OF THE A. DICKSON SURVEY, ABSTRACT NO. 266 FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-3” (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Mitchell & Associates on behalf of Haun Investments; presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.95 acres out of a 2.358-acre tract in the A. Dickson Survey, Abstract No. 266, locally addressed as 554 58TH Street, Killeen, Texas, from “R-1” (Single-Family Residential District) to “B-3” (Local Business District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 14, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, at the City Hall, City of Killeen; and

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

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

SECTION I. That the zoning classification of approximately 0.95 acres out of a 2.358 acre tract in the A. Dickson Survey, Abstract No. 266, locally addressed as 554

58th Street, Killeen, Texas, from “R-1” (Single-Family Residential District) to “B-3” (Local Business District).

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #25-22

Ord. #25-____

MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 14, 2025
CASE # Z25-22
“R-1” to “B-3”

Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Haun Investments, LLC (Case# Z25-22) to rezone approximately 0.95 acres out of a 2.358-acre tract in the A. Dickson Survey, Abstract No. 266 from “R-1” (Single-Family Residential District) to “B-3” (Local Business District). The subject property is locally addressed as 554 58th Street, Killeen, Texas.

Ms. Lopez presented the staff report for this item. She stated that if approved, the applicant’s intent is to develop a food truck park on the property.

The subject properties are located within the ‘Neighborhood Infill’ sector on the Growth Sector Map of the Comprehensive Plan and is designated as ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM). Staff finds that the request is consistent with the surrounding area and with the Killeen 2040 Comprehensive Plan.

Ms. Lopez stated that staff notified the owners of forty-nine (49) surrounding properties regarding this request. As of the date of the meeting, staff has received no written responses from the property owners regarding this request.

Ms. Lopez stated that staff recommends approval of the request to rezone the property from “R-1” (Single-Family Residential District) to “B-3” (Local Business District), as presented.

The agent, Ace Reneau from Mitchell and Associates was present to represent the case.

Vice Chairman Wilson opened the public hearing at 5:29 p.m.

With no one wishing to speak, the public hearing was closed at 5:2 p.m.

Commissioner Ellis moved to recommend approval of the applicant’s request as presented. Commissioner Purifoy seconded, and the motion passed by a vote of 6 to 0.

Mitchell & Associates, Inc.

Engineering & Surveying

June 16, 2025

Wallis Meshier, CNU-A
Executive Director
City of Killeen Development Services
200 East Avenue D
Killeen, TX 76541

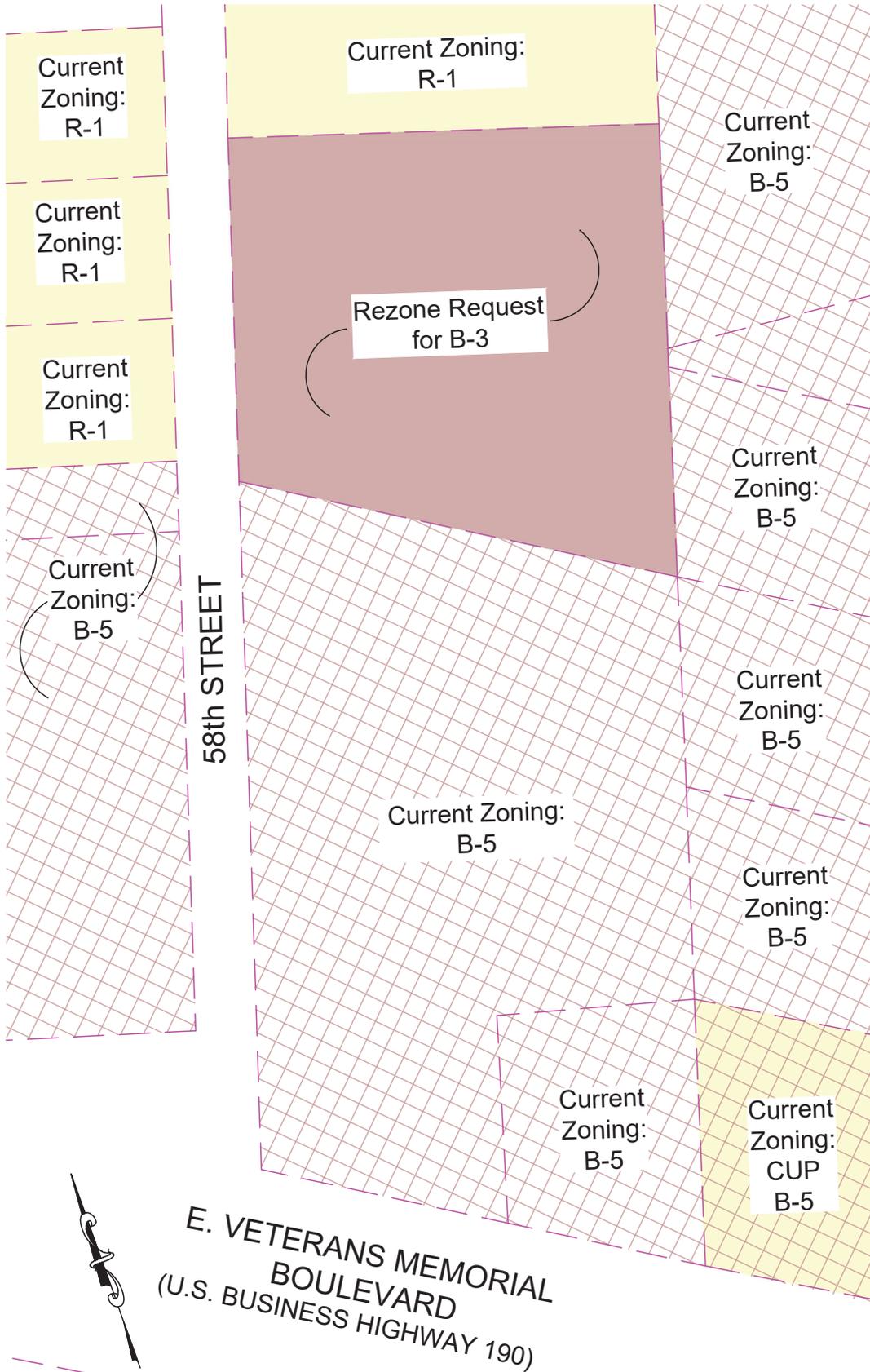
Dear Mrs. Meshier:

Haun Investments LLC have retained us, by contract, to assist in the development of their property located at 554 58th Street. As a component of this development, they request to rezone approximately 0.95 acres of property from the current R-1 zoning to B-3 zoning. This change will facilitate the development of commercial business as an allowed use under the Zoning Ordinance. The request for B-3 is consistent with the Neighborhood Commercial and Residential Mix use as noted in the 2022 Comprehensive Plan. The proposed use is compatible with the surrounding uses.

Regards,



Robert E. Mitchell, R.P.L.S., P.E.
Mitchell & Associates, Inc.



554 58th STREET
REZONE FROM R-1 TO B-3



© MITCHELL & ASSOCIATES, INC.
 NOT TO SCALE



**CASE #Z25-22:
“R-1” TO “B-3”**

PH-25-047

August 19, 2025

Case #Z25-22: “R-1” to “B-3”

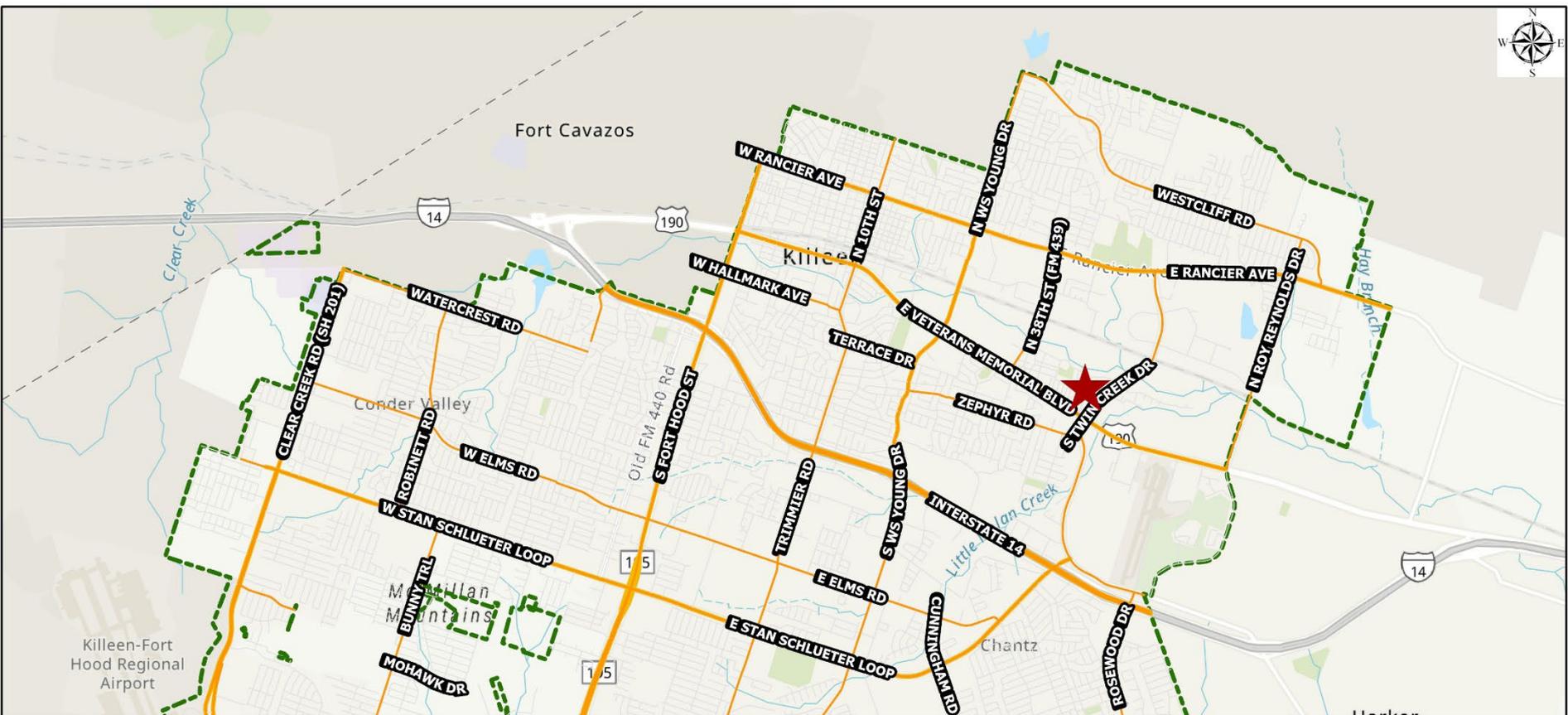
- Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Haun Investments, LLC (**Case# Z25-22**) to rezone approximately 0.95 acres out of a 2.358-acre tract in the A. Dickson Survey, Abstract No. 266 from “R-1” (Single-Family Residential District) to “B-3” (Local Business District).
- The subject property is locally addressed as 554 58th Street, Killeen, Texas.

Case #Z25-22: “R-1” to “B-3”

- The northern half of the parcel is currently zoned “R-1”, and the southern half of the lot is currently zoned “B-5”.
- The applicant is requesting to rezone approximately 0.95 acres from “R-1” (Single-Family Residential District) to “B-3” (Local Business District).
- If approved, the applicant intends to develop a food truck park on the property.

Case #Z25-22: “R-1” to “B-3”

- The subject property is located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map and designated as ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP

Council District: 1



Zoning Case 2025-22
R-1 TO B-3

Legend

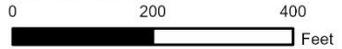
-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: Being part of A Dickson Survey, Abstract No. 266. ACRES 0.95



AERIAL MAP

Council District: 1



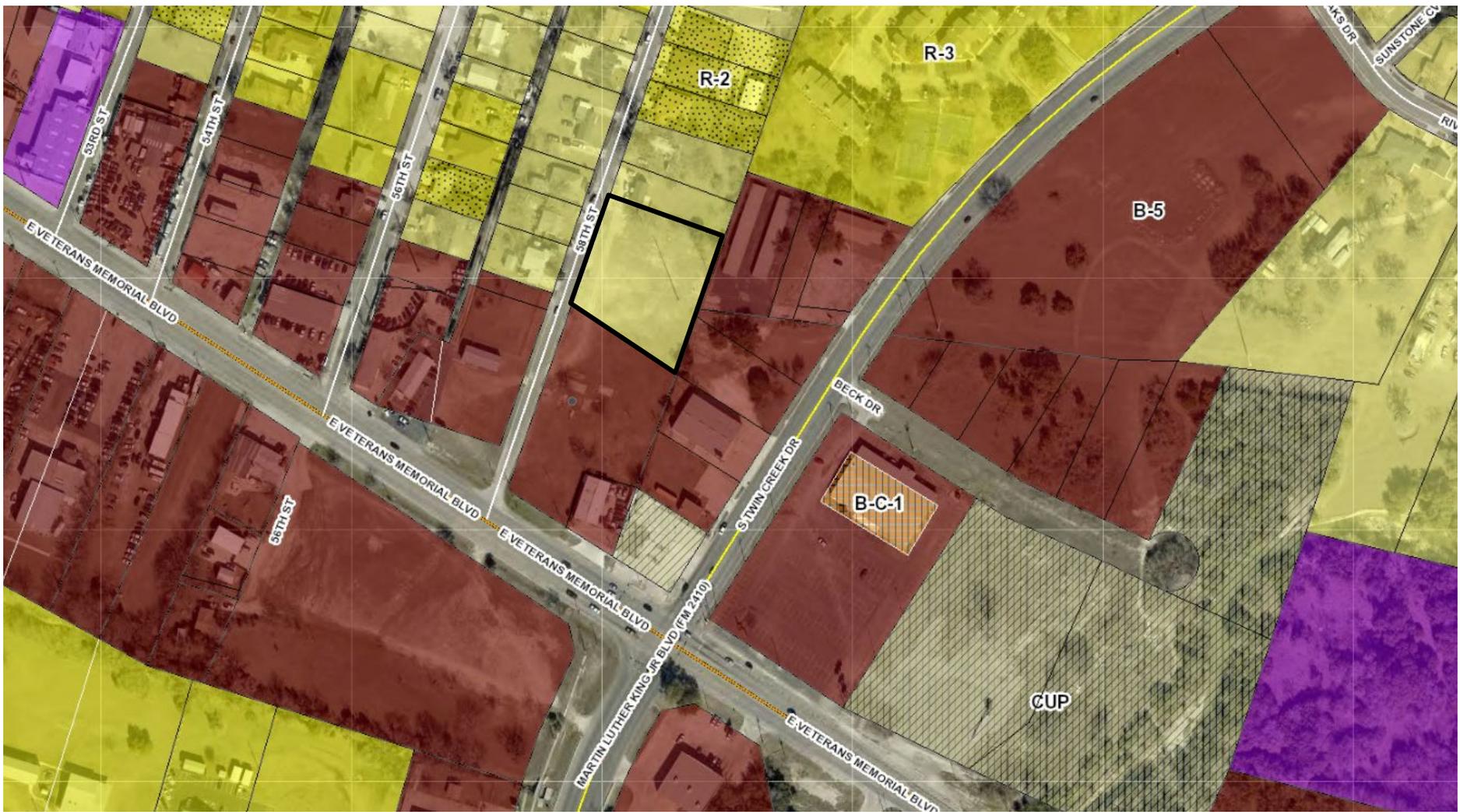
Zoning Case 2025-22

R-1 TO B-3

Legend

 Zoning Case

Subject Property Legal Description: Being part of A Dickson Survey, Abstract No. 266. ACRES 0.95



R-3

R-2

B-5

B-C-1

CUP

33RD ST

34TH ST

36TH ST

38TH ST

56TH ST

E VETERANS MEMORIAL BLVD

E VETERANS MEMORIAL BLVD

E VETERANS MEMORIAL BLVD

MARTIN LUTHER KING JR BLVD (FM 2410)

ST TWIN CREEK DR

BECK DR

E VETERANS MEMORIAL BLVD

SUNSTONE CT

Case #Z25-22: “R-1” to “B-3”

8

View of the subject property from 58th Street facing east:



Case #Z25-22: “R-1” to “B-3”

9

View from the subject property facing west across 58th Street:



Case #Z25-22: “R-1” to “B-3”

10

View from the subject property facing north on 58th Street:



Case #Z25-22: “R-1” to “B-3”

11

View from the subject property facing south on 58th Street:



Public Notification

- Staff notified the owners of forty-nine (49) surrounding properties regarding this request.
- To date, staff has received no responses regarding this request.



NOTIFICATION MAP

Council District: 1



Subject Property Legal Description: Being part of A Dickson Survey, Abstract No. 266. ACRES 0.95

Zoning Case 2025-22

R-1 TO B-3

Legend		Current Zoning	CUP	R-2	RT-1
	B-5		M-1		R-3
	B-C-1		R-1		R-3F
	Zoning Case				

Staff Findings

- If approved, the requested “B-3” zoning designation allows for a variety of neighborhood commercial uses, including retail, restaurants, offices, personal service establishments, gas stations, convenience stores, banks, oil/lube stations, auto parts sales, mini/self-storage facilities, and other similar commercial uses.

Staff Findings

- Staff finds that approval of the request will allow for commercial development of the entire parcel, while also ensuring that the proposed development is compatible with the existing single-family development to the north and west.

Staff Recommendation

- Therefore, staff recommends approval of the applicant's request to rezone the property from "R-1 (Single-Family Residential District) to "B-3" (Local Business District) as presented.

Commission Recommendation

- At their regular meeting on July 14, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-25-048

Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Killeen Summit Builders, LLC, (**Case# Z25-23**) to rezone approximately 6.7 acres, being Lots 14-23, Block 7; Lots 13-30, Block 8, out of Morris Subdivision Phase Two, from "R-2" (Two-Family Residential District) to "SF-2" (Single-Family Residential District). The subject properties are locally addressed as 1101-1108, 1110, 1201-1206, and 1301-1306 Nina Drive; 1102, and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road, Killeen, Texas.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Zoning Case# Z25-23: "R-2" to "SF-2"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Killeen Summit Builders, LLC
Agent: Mitchell & Associates, Inc.
Current Zoning: "R-2" (Two-Family Residential District)
Proposed Zoning: "SF-2" (Single-Family Residential District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Neighborhood Infill' (NI)

Summary of Request:

Mitchell & Associates, on behalf of Killeen Summit Builders, LLC; has submitted a request to rezone twenty-eight (28) existing lots from "R-2" (Two-Family Residential District) to "SF-2" (Single-Family Residential District). If approved, the applicant intends to develop the property into single family homes having a minimum lot width of fifty (50) feet.

Zoning/Plat Case History:

The property was annexed into the City of Killeen in 1962 and subsequently zoned "RM-1" (Residential Modular Home Single-Family District). In 2021, the property was rezoned to "R-2"

(Two-Family Residential District) via ordinance 21-068.

Character of the Area:

- North:** Existing residential development zoned "RM-1" (Residential Modular Home Single-Family District)
- South:** Undeveloped commercial and residential properties zoned "B-5" (Business District) and "R-1" (Single-Family Residential District)
- East:** Existing large-lot single family homes zoned "R-1" (Single-Family Residential District)
- West:** Existing single-family development zoned "RM-1" (Residential Modular Home Single-Family District)

Future Land Use Map Analysis:

The subject property is located within the 'Neighborhood Infill' (NI) area on the Growth Sector Map and designated 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Neighborhood Infill' area on the Growth Sector Map includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, smallplexes, and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU2** - Improve the fiscal productivity of development.
- **LU3** - Encourage incremental evolution of neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment 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:

These properties are located within the City of Killeen Development Zone #4. This development zone is west of Fort Hood Street and north of Stan Schlueter Loop. This development zone consists

of 44.81% residential uses and 55.19% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

<u>District</u>	<u>Acres</u>	<u>Percentage</u>
Special Districts	107.15	1.87%
Residential	2457.49	42.94%
Industrial	11.37	0.20%
Commercial	2937.38	51.33%
Agricultural	209.35	3.66%
Totals	5722.74	100.00%
Vacant Land	684	11.95%

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: Yes

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

Water services are available for the properties located at 1305 Janis Drive and 1306 Nina Drive via an existing 8" water distribution main located in Janis Drive. Existing water services are not available adjacent to the remaining tracts and will need to be extended from existing infrastructure.

Wastewater services are available for all tracts via an existing network of wastewater mains ranging in size from 6" to 15" located in the ROW of Nina Drive and Ricks Road.

There is no existing stormwater infrastructure adjacent to the properties located at 1101, 1103, 1105, 1107, 1201, 1203, 1205, 1301, 1303, and 1305 Nina Drive. The Trimmier Road Ditch is located at the rear of 1102, 1104, 1106, 1108, 1110, 1202,1204, 1206, 1302, 1304, and 1306 Nina Drive; and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road.

Transportation and Thoroughfare Plan:

Access for the properties is via Nina Drive (60' ROW) and Ricks Road (60' ROW). Both are classified as Local Roads in the currently adopted Comprehensive Plan.

The properties are currently undeveloped and generate no appreciable traffic.

The proposed zoning classification is "SF-2" with the stated proposed use for the properties of "single-family residential houses" at this time. Based on the information contained in the 10th Edition of the ITA Trip Generation documents and the anticipated proposed use of the properties, approximately 220 Average Daily Trips will be generated by the tracts.

An individual traffic impact analysis is not required at this time. If the conditions or assumptions

used in the development of the current Traffic Impact Determination change, a revised determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

While no parks are proposed on this site, a proposed trail is included and will be addressed during the platting phase. Parkland dedication requirements will also be determined during the platting phase and will be based upon the number of single-family lots.

Environmental Assessment:

The properties are in the Nolan Creek / Leon River Watershed. The properties are located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0260E with effective date September 26, 2008, as revised via LOMR 21-06-3142P with effective date October 28, 2022.

The properties located at 1102, 1104, 1106, 1108, 1110, 1202, 1204, 1206, 1302, 1304, and 1306 Nina Drive; and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road are adjacent to a Riverine habitat (Trimmier Road Ditch). There are no wetlands located on the remaining properties, as shown on the National Wetlands Inventory map. No visual evidence of other environmental impediments is apparent on the properties at this time.

Public Notification:

Staff notified property owners of ninety-five (95) surrounding properties regarding this request.

To date, staff has received two (2) written responses in support of this request.

Staff Findings:

Staff finds that the applicant's request to rezone the property from "R-2" to "SF-2" aligns with the Residential Mix designation outlined in the 2040 Comprehensive Plan. Staff is of the determination that the proposed zoning is compatible with surrounding land uses.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policy.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the subject property from "R-2" (Two-Family Residential District) to "SF-2" (Single-Family Residential District) as presented.

The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "R-2" (Two-Family Residential District) to "SF-2" (Single-Family Residential District) designation by a vote of 6 to 0.

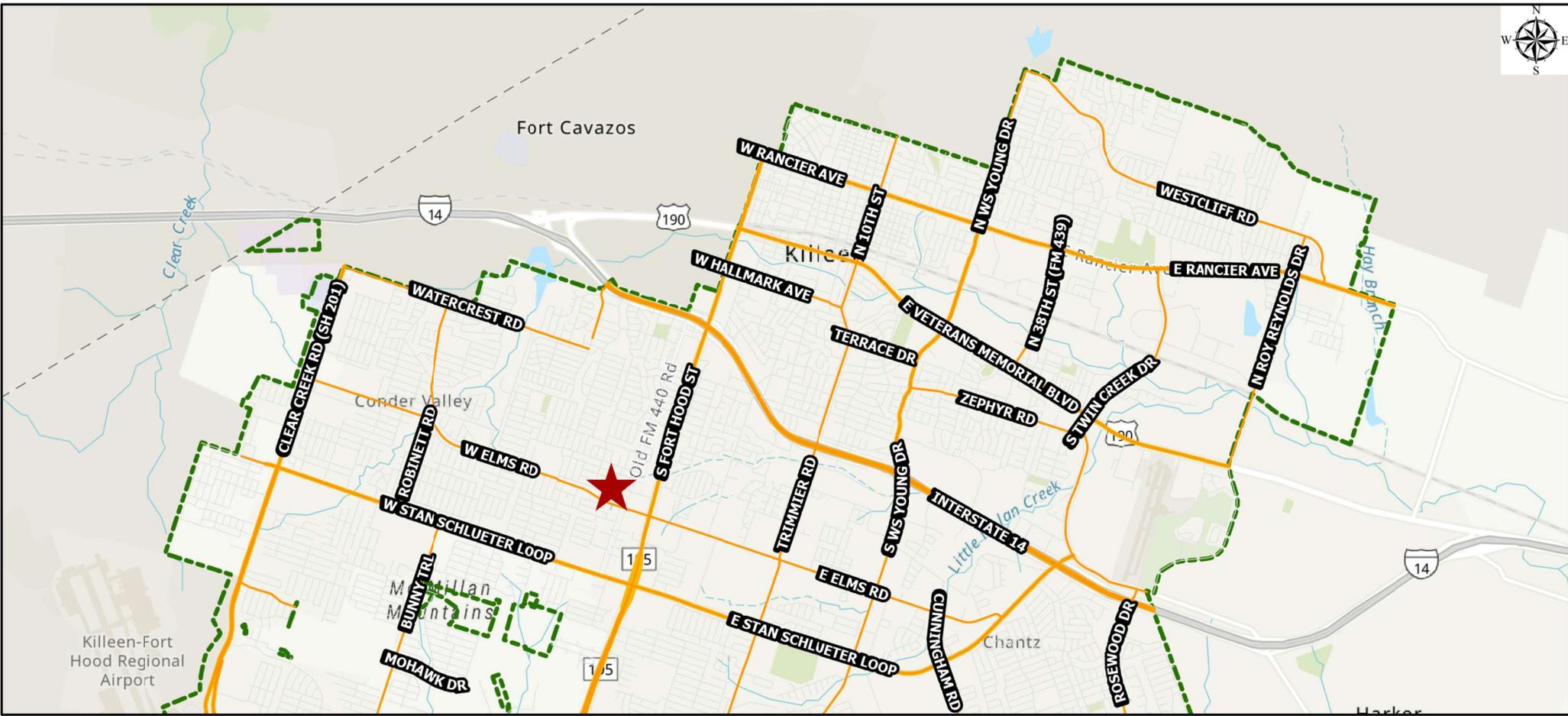
DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

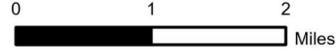
- Maps
- Site Photos
- Minutes
- Ordinance

Letter of Request
Presentation



LOCATION MAP

Council District: 3



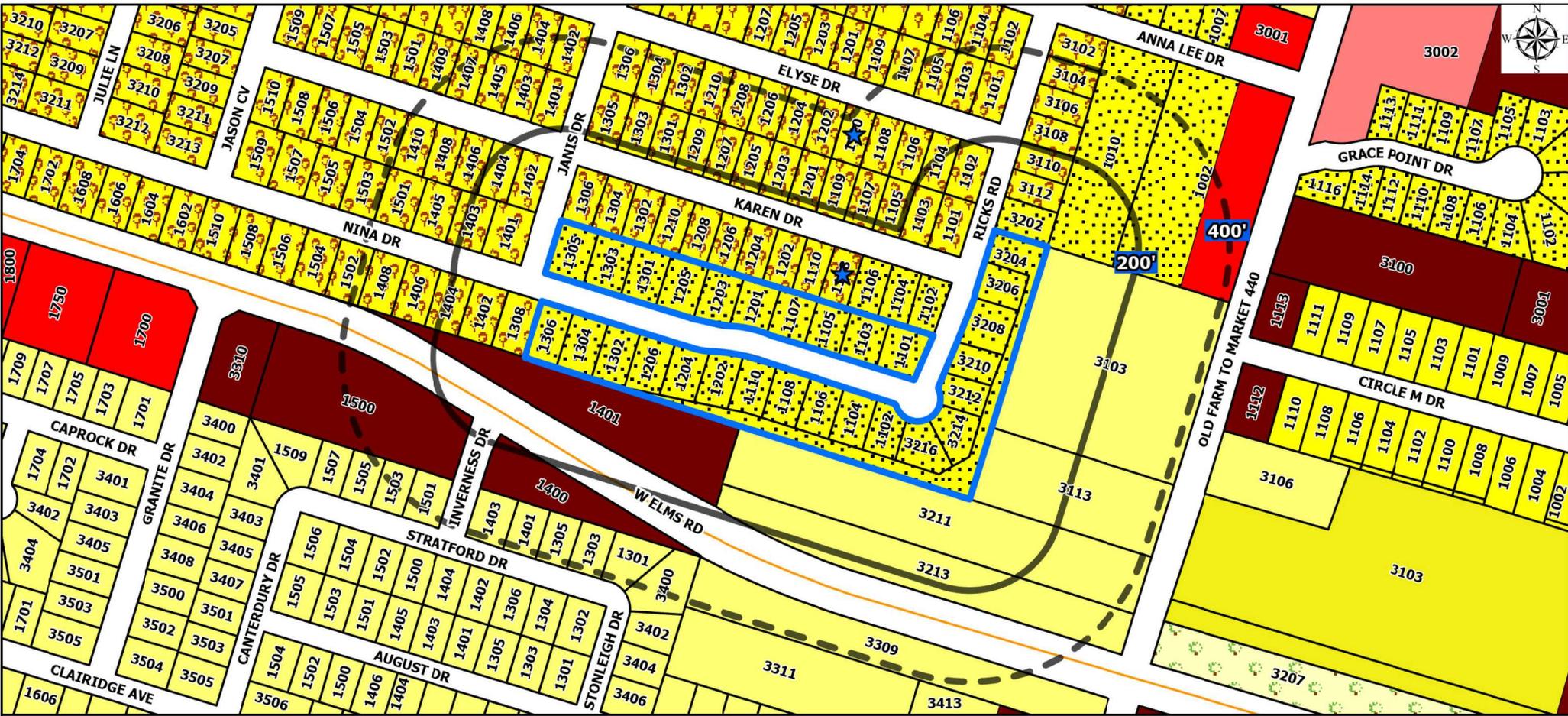
Zoning Case 2025-23

R-2 TO SF-2

Legend

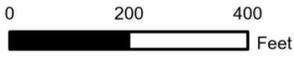
- Major Roads
- City Limit
- Zoning Case Location

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 11-23 & BLOCK 8 , LOTS 13-30. TOTAL ACRES 8.8



RESPONSE MAP

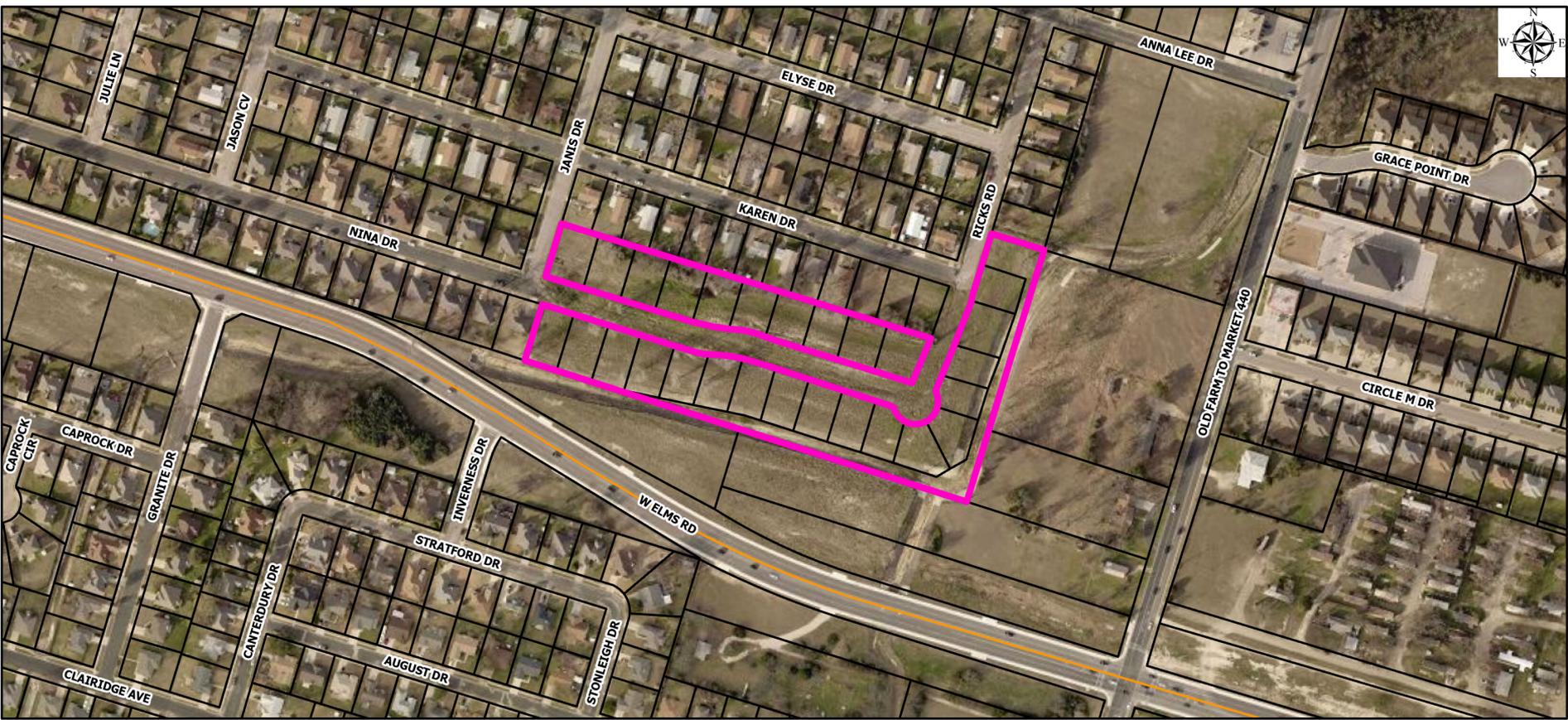
Council District: 3



Zoning Case 2025-23
R-2 TO SF-2

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 14-23 & BLOCK 8, LOTS 13-30. TOTAL ACRES 6.7

Legend		Current Zoning	
	B-2		B-5
	B-3		R-1
	Zoning Case		R-3
	In Support		R-MP
			R-2
			RM-1
			SUP
			RMH



AERIAL MAP
Council District: 3

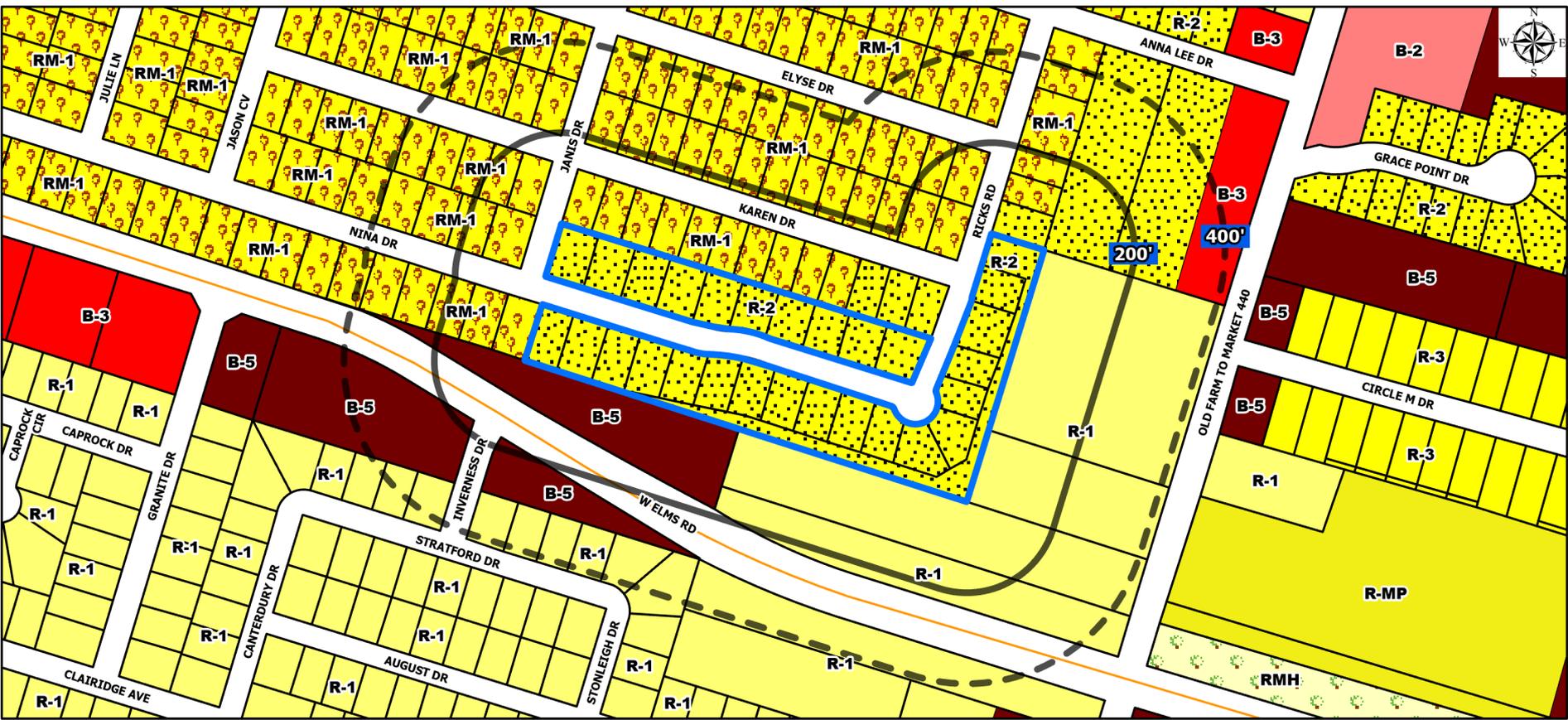


Zoning Case 2025-23

R-2 TO SF-2

Legend
 Zoning Case

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 14-23 & BLOCK 8 , LOTS 13-30. TOTAL ACRES 6.7



ZONING MAP

Council District: 3



Zoning Case 2025-23

R-2 TO SF-2

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 14-23 & BLOCK 8 , LOTS 13-30. TOTAL ACRES 6.7

SITE PHOTOS

Case #Z25-23: "R-2" to "SF-2"



View of the subject property from Janis Drive facing west.



View from the subject property facing across Janis Drive towards existing residential.



SITE PHOTOS

Case #Z25-23: "R-2" to "SF-2"



View from the subject property facing north down Janis Drive towards the existing residential neighborhood:



View from the subject property facing south along Janis Drive toward the intersection of Nina Drive.



MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 14, 2025
CASE # Z25-23
“R-2” to “SF-2”

Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Killeen Summit Builders, LLC and Herring & Co Builders, LLC (**Case# Z25-23**) to rezone approximately 8.8 acres, being Lots 11-23, Block 7; Lots 13-30, Block 8, out of Morris Subdivision Phase Two, from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District). The subject properties are locally addressed as 1101-1108, 1110, 1201-1206, and 1301-1306 Nina Drive; 1102, 1104, and 1106 Karen Drive; and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road, Killeen, Texas.

Mr. Hermosillo presented the staff report for this item. He stated that if approved, the applicant intends to develop the property into single family homes having a minimum lot width of fifty (50) feet. Mr. Hermosillo also stated that the applicant has requested to amend the request to exclude 1102, 1104, and 1106 Karen Drive.

The subject properties are located within the ‘Neighborhood Infill’ sector on the Growth Sector Map of the Comprehensive Plan and is designated as ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM). Staff finds that the request is consistent with the surrounding area and follows the recommendations outlined in the 2040 Comprehensive Plan.

Mr. Hermosillo stated that staff notified the owners of ninety-five (95) surrounding properties regarding this request. As of the date of the meeting, staff has received no written responses regarding this request.

Mr. Hermosillo stated that staff recommends approval of the request to rezone the property from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District), as presented.

The agent, Ace Reneau, from Mitchell and Associates was present to represent the request. He stated that the intent of this request is to have greater flexibility to be able to develop the property.

Vice Chairman Wilson opened the public hearing at 5:35 p.m.

With no one wishing to speak, the public hearing was closed at 5:35 p.m.

Commissioner Purifoy moved to recommend approval of the applicant’s request, excluding the properties addressed 1102, 1104, and 1106 Karen Drive. Commissioner Giacomozzi seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 6.7 ACRES, BEING LOTS 14-23, BLOCK 7; LOTS 13-30, BLOCK 8, OUT OF MORRIS SUBDIVISION PHASE TWO, FROM “R-2” (TWO-FAMILY RESIDENTIAL DISTRICT) TO “SF-2” (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Mitchell & Associates, Inc., on behalf of Killeen Summit Builders, LLC; presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 6.7 acres, being Lots 14-23, Block 7; Lots 13-30, Block 8, out of Morris Subdivision Phase Two, from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District), locally addressed as 1101-1108, 1110, 1201-1206, and 1301-1306 Nina Drive; 1102, 1104, 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road, Killeen, Texas, from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 14, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, 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 6.7 acres, being Lots 14-23, Block 7; Lots 13-30, Block 8, out of Morris Subdivision Phase Two, from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District), locally addressed as 1101-1108, 1110, 1201-1206, and 1301-1306 Nina Drive; and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road, Killeen, Texas, from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District).

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #25-23

Ord. #25-____

Mitchell & Associates, Inc.

Engineering & Surveying

June 16, 2025

Wallis Meshier, CNU-A
Executive Director
City of Killeen Development Services
200 East Avenue D
Killeen, TX 76541

Dear Mrs. Meshier:

Killeen Summit Builders LLS have retained us, by contract, to assist in the development of their property located at Nina Drive. As a component of this development, they request to rezone approximately 8.8 acres of property from the current R-2 zoning to SF-2 zoning. The request for SF-2 is consistent with the Residential Mix use as noted in the 2022 Comprehensive Plan. The proposed use is compatible with the surrounding uses.

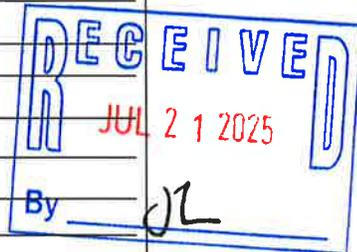
Regards,



Robert E. Mitchell, R.P.L.S., P.E.
Mitchell & Associates, Inc.

CUT HERE

YOUR NAME:	<i>Sam Wright</i>	PHONE NUMBER:	<i>254-536-5117</i>
CURRENT ADDRESS:	<i>2800 S. W. Spring, Killeen TX</i>		
ADDRESS OF PROPERTY OWNED:			
COMMENTS:	<i>I support the request.</i>		
SIGNATURE:			REQUEST: "R-2" to "SF-2" <i>225-23/45</i>





**CASE #Z25-23:
“R-2” TO “SF-2”**

PH-25-048

August 19, 2025

Case #Z25-23: “R-2” to “SF-2”

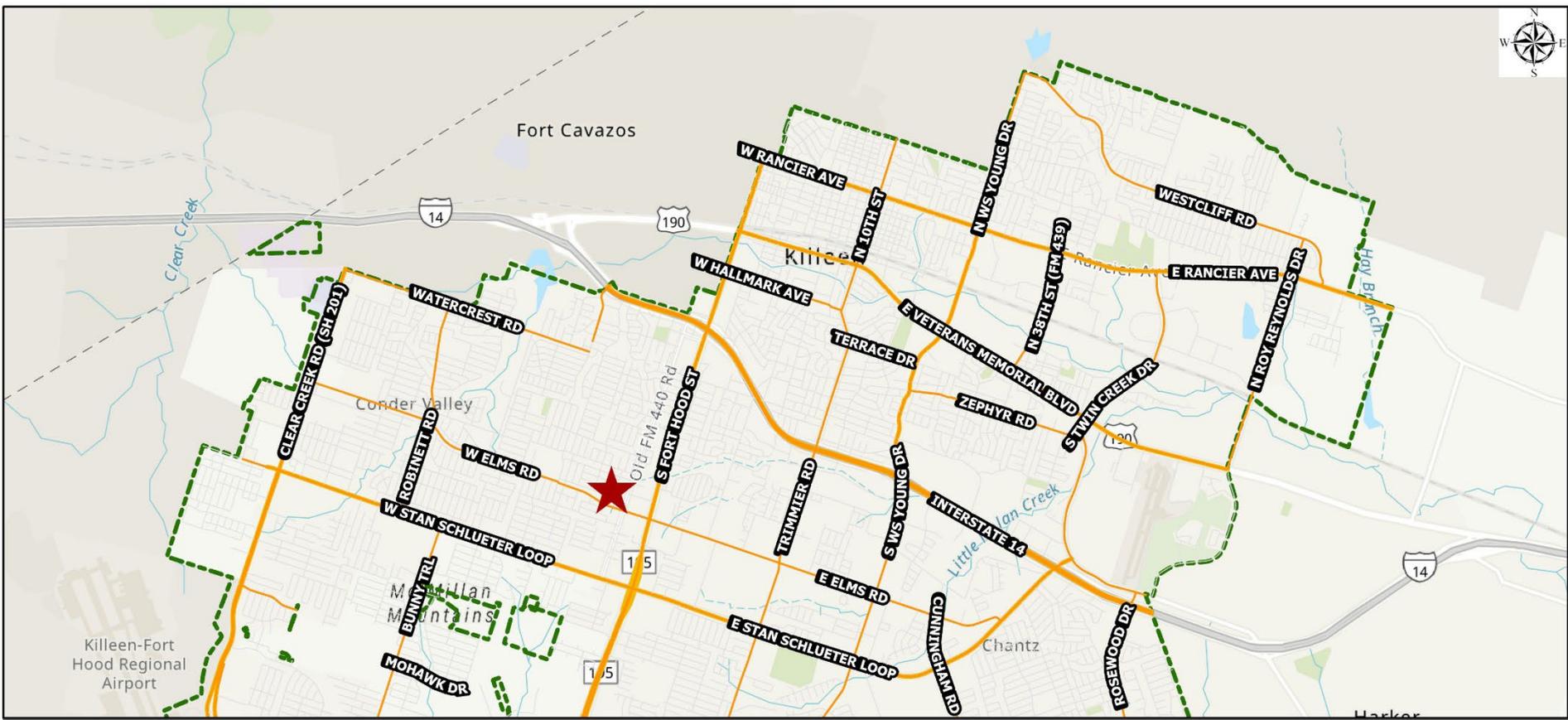
- Hold a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Killeen Summit Builders, LLC and Herring & Co Builders, LLC (**Case# Z25-23**) to rezone approximately 6.7 acres, being Lots 14-23, Block 7; and Lots 13-30, Block 8 out of the Morris Subdivision, Phase Two from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District).

Case #Z25-23: “R-2” to “SF-2”

- The subject properties are locally addressed as 1101-1108, 1110, 1201-1206, and 1301-1306 Nina Drive; and 3204, 3206, 3208, 3210, 3212, 3214, and 3216 Ricks Road, Killeen, Texas.
- Mitchell & Associates, on behalf of Killeen Summit Builders, LLC and Herring & Co Builders, LLC, has submitted a request to rezone twenty-eight (28) existing lots from “R-2” (Two-Family Residential District) to “SF-2” (Single-Family Residential District).

Case #Z25-23: “R-2” to “SF-2”

- If approved, the applicant intends to develop the property into single family homes having a minimum lot width of fifty (50) feet.
- The subject properties are located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map and designated ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP

Council District: 3



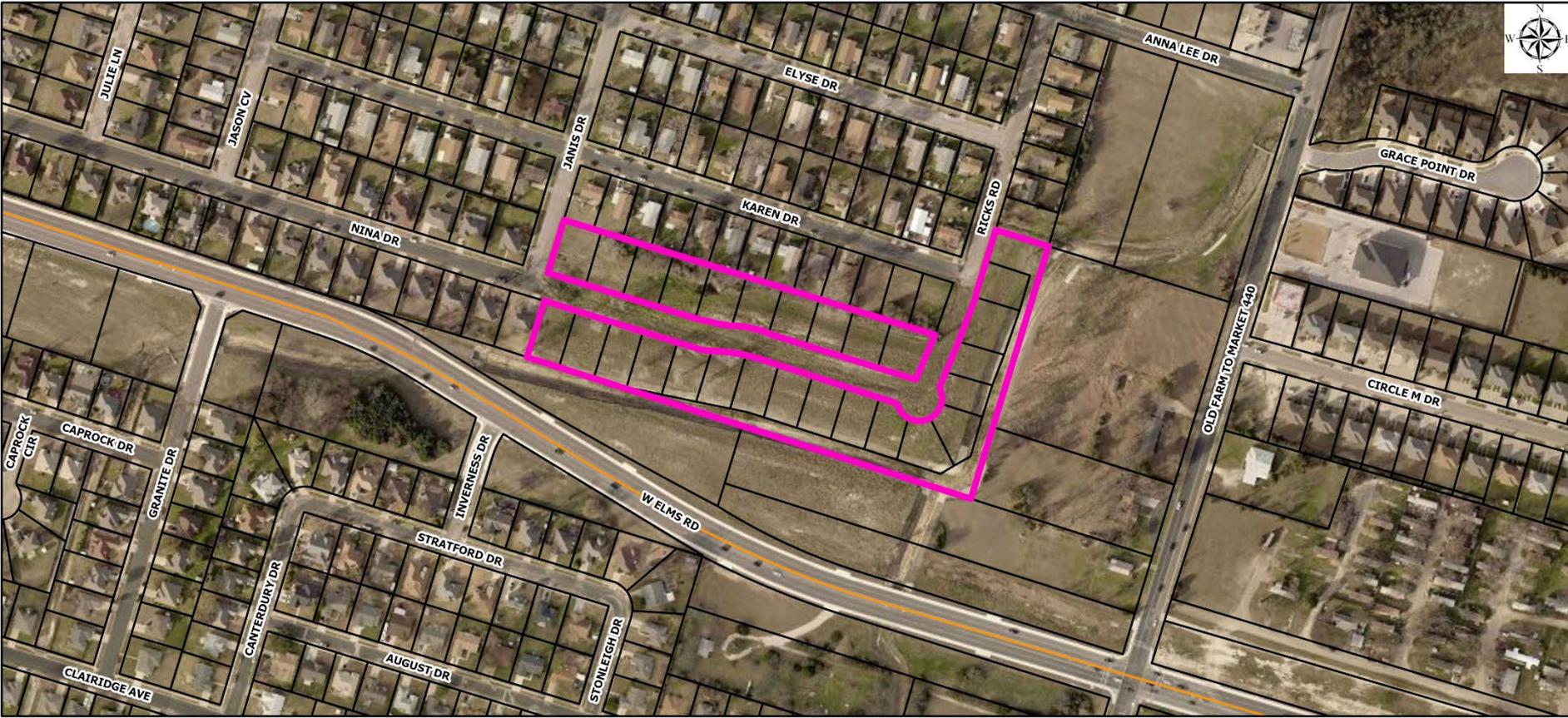
Zoning Case 2025-23

R-2 TO SF-2

Legend

-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 11-23 & BLOCK 8 , LOTS 13-30. TOTAL ACRES 8.8



AERIAL MAP
 Council District: 3
 0 200 400
 Feet

Zoning Case 2025-23

R-2 TO SF-2

Legend
 Zoning Case

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 14-23 & BLOCK 8 , LOTS 13-30. TOTAL ACRES 6.7

Case #Z25-23: “R-2” to “SF-2”

7

View of the subject property from Janis Drive facing east:



Case #Z25-23: “R-2” to “SF-2”

8

View from the subject property facing west across Janis Drive:



Case #Z25-23: “R-2” to “SF-2”

9

View from the subject property facing north on Janis Drive:



Case #Z25-23: “R-2” to “SF-2”

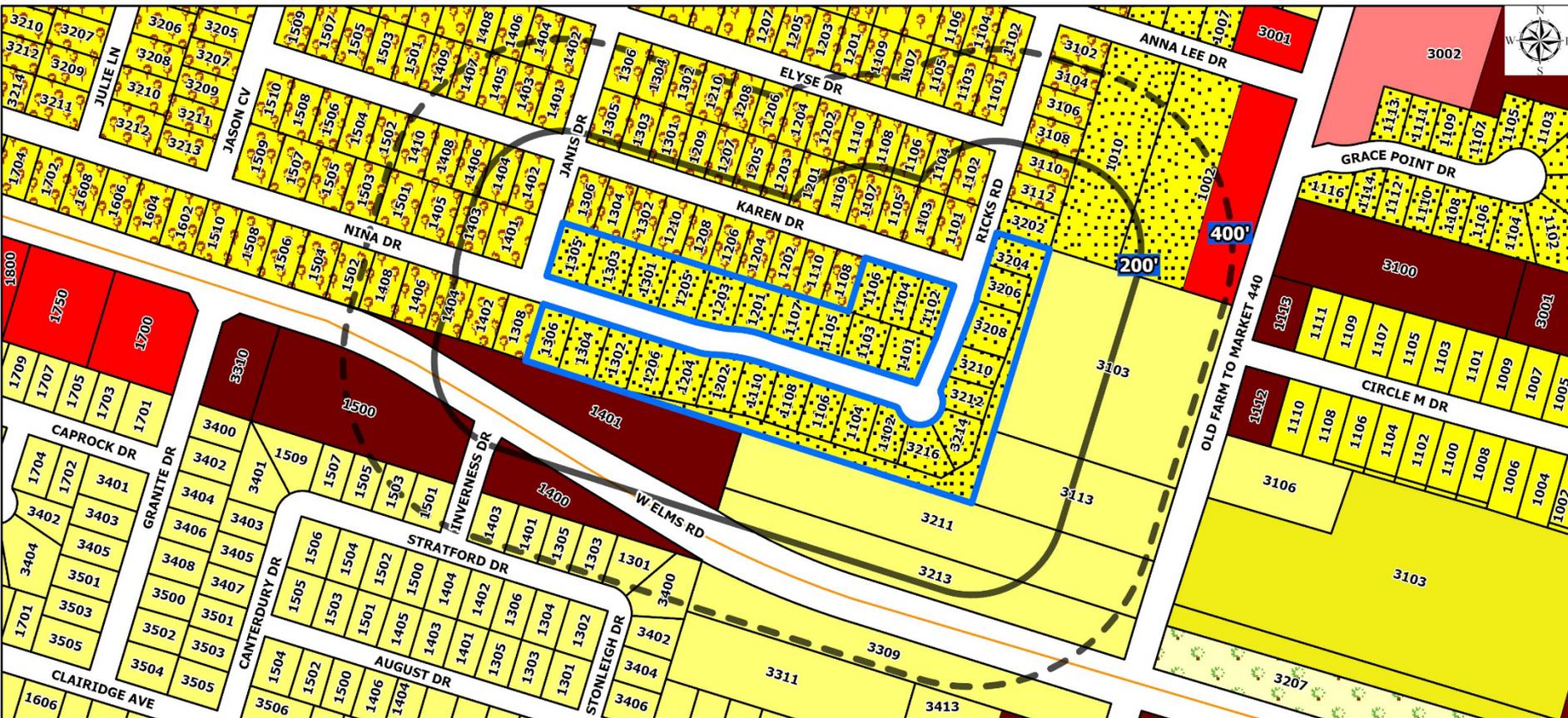
10

View from the subject property facing south on Janis Drive:



Public Notification

- Staff notified the owners of ninety-five (95) surrounding properties regarding this request.
- To date, staff has received two (2) written responses in support of this request.



NOTIFICATION MAP

Council District: 3



Zoning Case 2025-23

R-2 TO SF-2

Subject Property Legal Description: MORRIS SUBDIVISION PHASE TWO, BLOCK 7, LOTS 11-23 & BLOCK 8, LOTS 13-30. TOTAL ACRES 8.8

Legend

	B-2		B-5		R-1		RMH
	B-3		R-2		R-MP		SUP
	Zoning Case		RM-1				

Staff Findings

- Staff finds that the applicant's request to rezone the property from "R-2" to "SF-2" aligns with the Residential Mix designation outlined in the Killeen 2040 Comprehensive Plan.
- Staff is of the determination that the proposed zoning is compatible with surrounding land uses.

Staff Recommendation

- Therefore, staff recommends approval of the applicant's request to rezone the subject property from "R-2" (Two-Family Residential District) to "SF-2" (Single-Family Residential District) as presented.

Commission Recommendation

15

- At their regular meeting on April 14, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-25-049

Hold a public hearing and consider an ordinance submitted by Amr A. Abdelazeem, on behalf of Abdelazeem Family Revocable Trust, **(Case# Z25-24)** to rezone approximately 0.19 acres, being Lot 11, Block 1, out of the Bellaire Addition Section 1, from "B-1" (Professional Business District) to "R-1" (Single-Family Residential District). The subject property is locally addressed as 909 Bellaire Drive, Killeen, Texas.

DATE: August 19, 2025
TO: Kent Cagle, City Manager
FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.
SUBJECT: Zoning Case# Z25-24: "B-1" to "R-1"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Abdelazeem Family Revocable Trust
Agent: Amr A. Abdelazeem
Current Zoning: "B-1" (Professional Business District)
Proposed Zoning: "R-1" (Single-Family Residential District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Neighborhood Infill' (NI)
Development Zone: 3

Summary of Request:

Amr Abdelazeem has submitted a request to rezone the property located at 909 Bellaire Drive from "B-1" (Professional Business District) to "R-1" (Single-Family Residential District). The property was rezoned by the applicant in 2016 from "R-1" to "B-1" for use as a commercial office (MakeenTech Engineers). At this time, the applicant intends to sell the property for use as a residence and wishes to rezone the property back to its original "R-1" designation.

Zoning/Plat Case History:

The property was annexed into the City of Killeen in 1962 and subsequently zoned "R-1"

(Single-Family Residential District). In 2016, the property was rezoned to "B-1" (Business District) via Ordinance No. 16-018.

Character of the Area:

North: Undeveloped commercial property zoned "B-2" (Local Retail District)

South: Existing single-family residence zoned "R-1" (Single-Family Residential District)

East: Former Clifton Park Elementary school zoned "R-1" (Single-Family Residential District)

West: Existing single-family residence zoned "R-1" (Single-Family Residential District)

Future Land Use Map Analysis:

The subject property is located within the 'Neighborhood Infill' (NI) area on the Growth Sector Map and designated 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The 'Neighborhood Infill' area on the Growth Sector Map includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, smallplexes, and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU2** - Improve the fiscal productivity of development.
- **LU3** - Encourage incremental evolution of neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment 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:

These properties are located within the City of Killeen Development Zone #3. This development zone is between Interstate Highway 14 and Veterans Memorial Boulevard, east of Ford Hood Street. This development zone consists of 62.40% residential uses and 37.60% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages, approximately:

<u>District</u>	<u>Acres</u>	<u>Percentage</u>
Special Districts	81.61	2.74%
Residential	1779.03	59.66%
Industrial	273.37	9.17%
Commercial	847.76	28.43%
Agricultural	0.00	0.00%
Totals	2981.78	100.00%

Vacant Property 716.18 24.02%

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

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

Water services are available for the property via an existing 8" water distribution main located in Trimmier Road and via an existing 12" water transmission main located in Bellaire Drive.

Wastewater services are available via an existing 6" wastewater main located in a rear property line easement running parallel to Bellaire Drive.

There is no existing stormwater infrastructure adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via Bellaire Drive (60' ROW) classified as a residential street and Trimmier Road (70' ROW) classified as a Minor Arterial in the currently adopted Comprehensive Plan.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site.

Environmental Assessment:

The property is in the Stillhouse Hollow Lake / Lampasas River Watershed. The property is located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Maps 48027C0260E and 48027C0275E with effective date September 26, 2008. There are no wetlands located on the property, as shown on the National Wetlands Inventory map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified property owners of thirty-six (36) surrounding properties regarding this request.

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

Two (2) citizens spoke in support of the request during the public hearing at the Planning and Zoning Commission meeting on July 14, 2025.

Staff Findings:

Staff finds that the proposed "R-1" zoning is consistent with the adjacent single-family development and compatible with the Future Land Use Map 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 approval of the applicant's request to rezone the subject property from "B-1" (Professional Business District) to "R-1" (Single-Family Residential District) as presented.

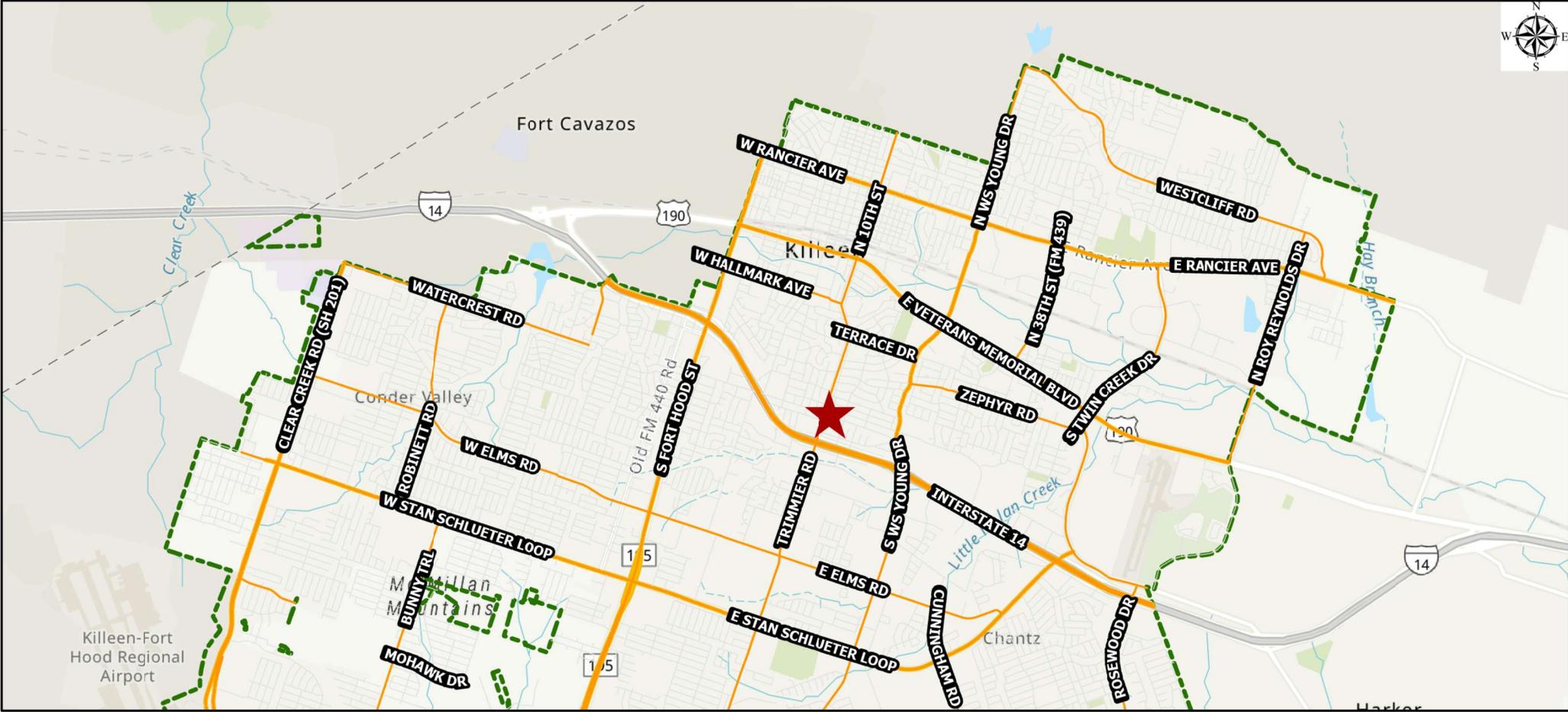
The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "B-1" (Professional Business District) to "R-1" (Single-Family Residential District) designation by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

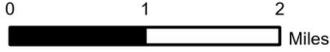
ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Response
Presentation



LOCATION MAP

Council District: 1

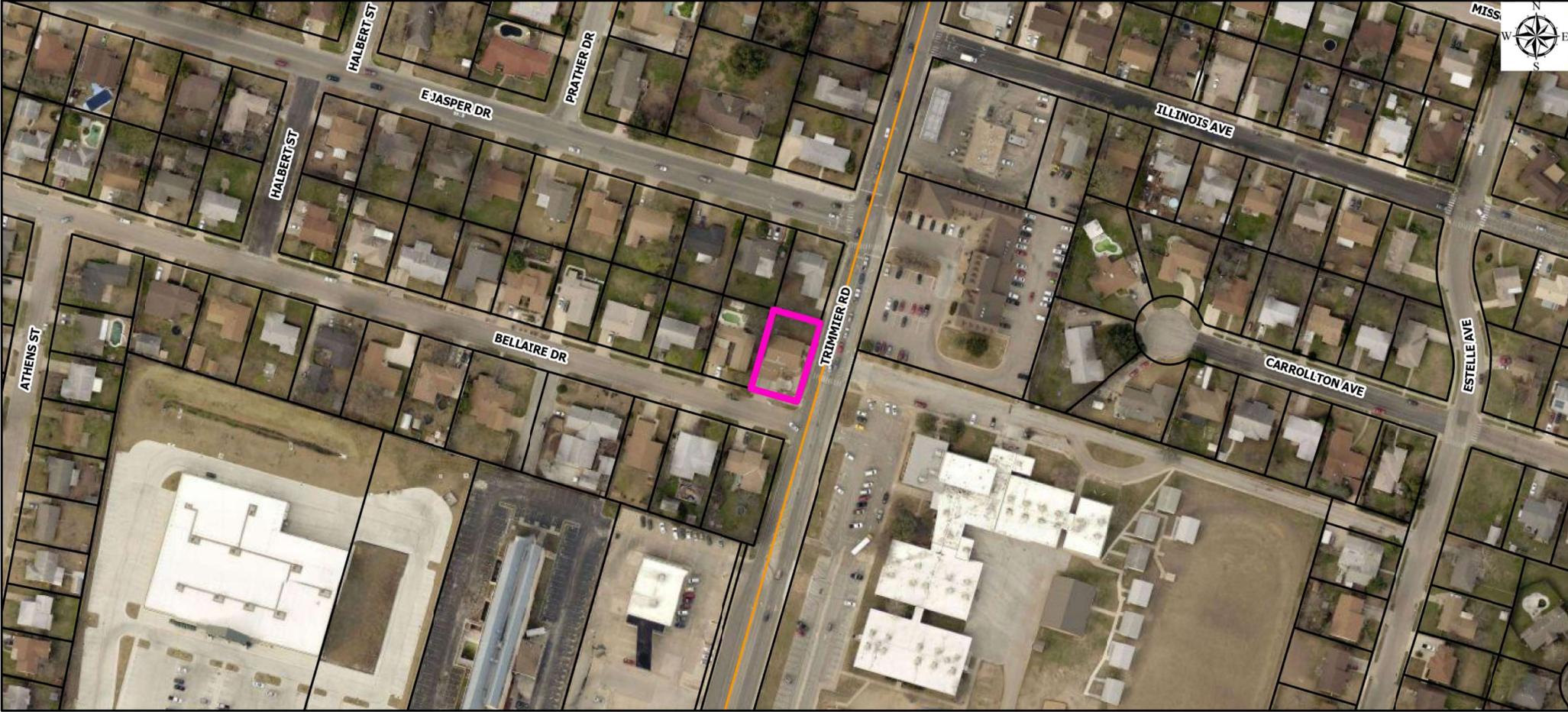


Zoning Case 2025-24
B-1 TO R-1

Legend

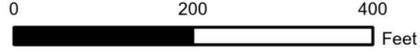
-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25



AERIAL MAP

Council District: 1



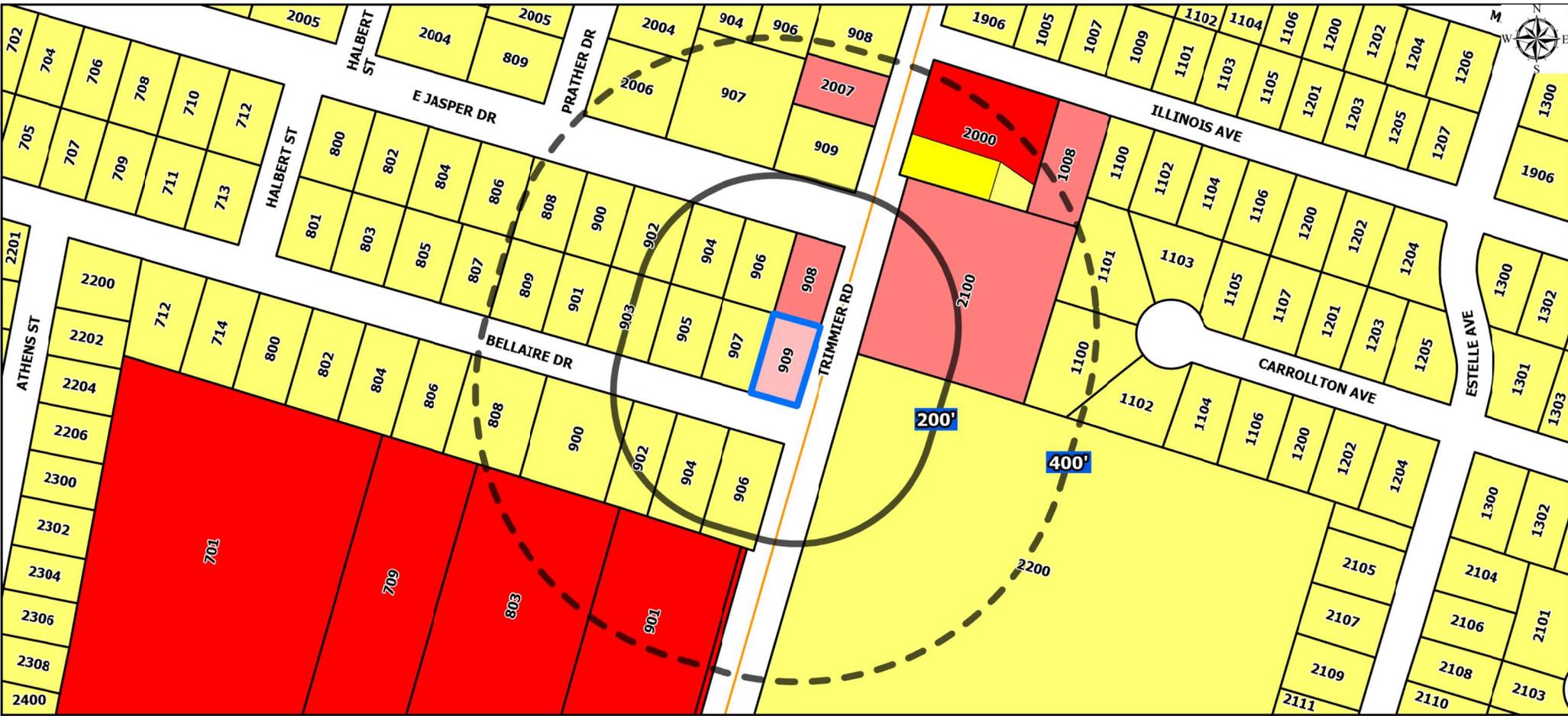
Zoning Case 2025-24

B-1 TO R-1

Legend

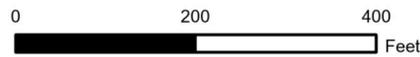
 Zoning Case

Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25



NOTIFICATION MAP

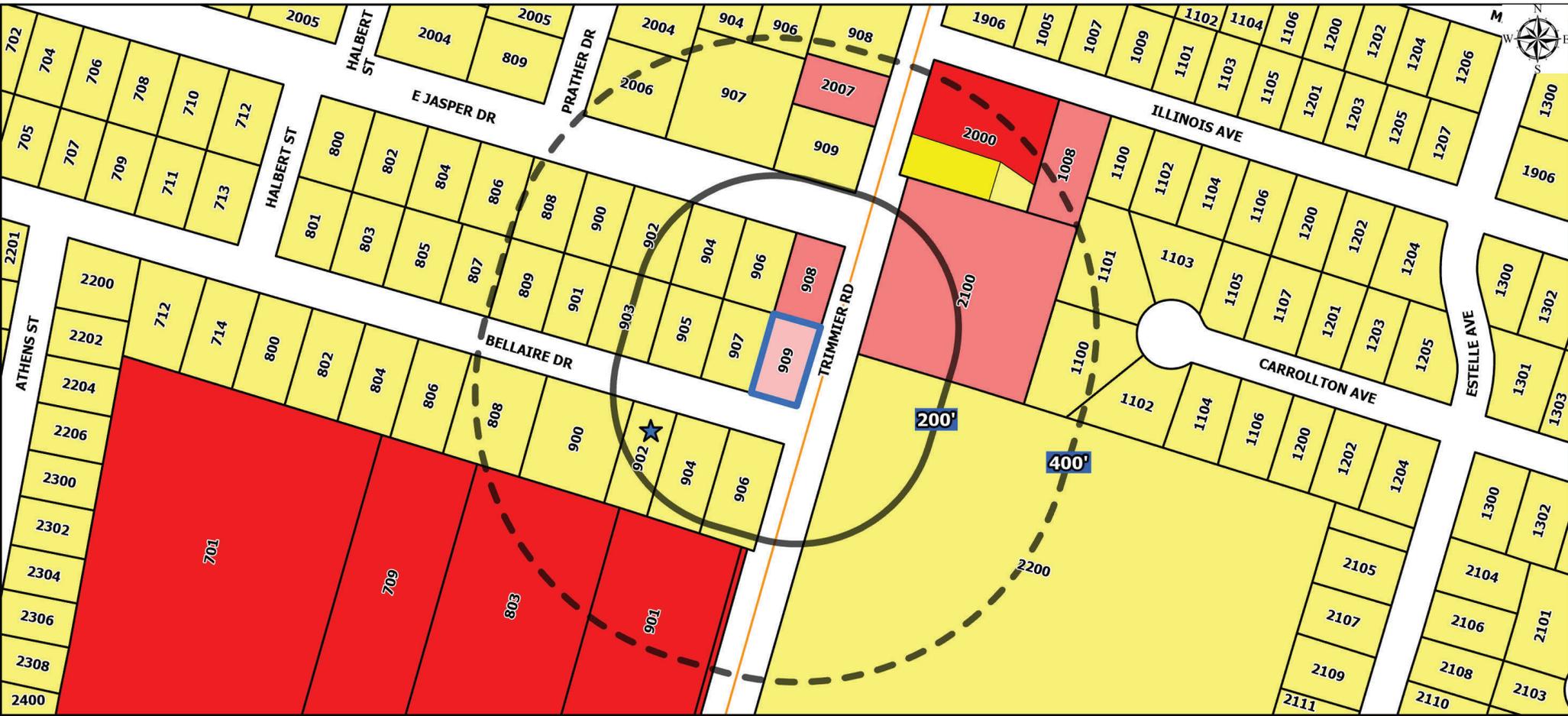
Council District: 1



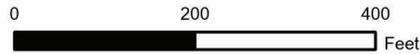
Zoning Case 2025-24
B-1 TO R-1

Legend	
Current Zoning	
B-1	B-2
B-3	R-1
R-3	
Zoning Case	

Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25



RESPONSE MAP
Council District: 1



Zoning Case 2025-24

B-1 TO R-1

Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25

Legend

Current Zoning	B-2	R-1
B-1	B-3	R-3
Zoning Case	Support	

SITE PHOTOS

Case #Z25-24: "B-1" to "R-1"



View of the subject property from Bellaire Drive:



View from the subject property facing south across Bellaire Drive towards existing single-family residential.



SITE PHOTOS

Case #Z25-24: "B-1" to "R-1"



View from the subject property facing east towards the intersection of Bellaire Drive and Trimmier Road, looking at the former Clifton Park Elementary School.



View from the subject property facing west down Bellaire Drive towards existing single-family residential.



MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 14, 2025
CASE # Z25-24
“B-1” to “R-1”

Hold a public hearing and consider a request submitted by Amr A. Abdelazeem on behalf of Abdelazeem Family Revocable Trust (**Case# Z25-24**) to rezone approximately 0.19 acres, being Lot 11, Block 1 out of the Bellaire Addition Section 1, from “B-1” (Professional Business District) to “R-1” (Single-Family Residential District). The subject property is locally addressed as 909 Bellaire Drive, Killeen, Texas.

Ms. Lopez presented the staff report for this item. She stated that, if approved, the applicant intends to sell the property for use as residence and wishes to rezone the property back to its original “R-1” designation.

The subject property is located within the ‘Neighborhood Infill’ growth sectors on the Growth Sector Map and is designated as ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM).

Ms. Lopez stated that staff notified owners of thirty-six (36) surrounding properties regarding this request. As of the date of the meeting, staff has received one written response in support and none in opposition regarding this request.

Ms. Lopez stated that staff recommends approval of the request to rezone the property from “B-1” (Professional Business District) to “R-1” (Single-Family Residential District), as presented.

The agent, Mr. Amr Abdelazeem, was present to represent the request.

Vice Chairman Wilson opened the public hearing at 5:11 p.m.

Mr. William Richard Graham spoke in support of this request.

Mr. Clark Butts spoke in support of this request. Mr. Butts stated that rezoning the property back to residential would make the traffic safer.

With no one else wishing to speak, the public hearing was closed at 5:14 p.m.

Commissioner Giacomozzi moved to recommend approval of the applicant’s request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.19 ACRES, BEING LOT 11, BLOCK 1 OUT OF THE BELLAIRE ADDITION SECTION 1, FROM “B-1” (PROFESSIONAL BUSINESS DISTRICT) TO “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Amr A. Abdelazeem, on behalf of Abdelazeem Family Revocable Trust, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.19 acres, being Lot 11, Block 1, out of the Bellaire Addition Section 1, and locally addressed as 909 Bellaire Drive, Killeen, Texas, from “B-1” (Professional Business District) to “R-1” (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on July 14, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, at the City Hall, City of Killeen; and

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

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

SECTION I. That the zoning classification of approximately 0.19 acres, being Lot 11, Block 1, out of the Bellaire Addition Section 1, locally addressed as 909 Bellaire Drive, Killeen, Texas, from “B-1” (Professional Business District) to “R-1” (Single-Family Residential District).

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY

Case #25-24

Ord. #25-____



MTC

Makeen Tech Corporation
Architect & Engineering

Makeen Tech Corporation

5251 Trimmier Rd., Suite 400

Killeen, TX 76542

Date: 6/16/2025

To: City of Killeen,
Zoning Department
Subject: Zoning change,
Address: lot Eleven (11), Block One (1) Bellaire, Sec. I

To whom it may concern,

I, Amr Abdelazeem, respectfully request a zoning change for the property in question from **B-1 (Business District)** to **R-1 (Single-Family Residential District)**. This request is being made to allow for the intended use of the property in accordance with residential zoning standards. Thank you for your time and consideration.

Sincerely,

Amr A. Abdelazeem

Amr A. Abdelazeem, P.E.

Serving Central Texas and Surrounding Areas Since 2003

Office: (254)554-7700

makeentech.com

YOUR NAME: CLARK & LEAN BUTTS	PHONE NUMBER: 254-535-4986
CURRENT ADDRESS: 902 BELLAIRE DRIVE, KILLEEN, TX 76541	
ADDRESS OF PROPERTY OWNED: SAME AS ABOVE	
COMMENTS: RECOMMEND APPROVAL	
TOO MUCH TRAFFIC ON BELLAIRE DRIVE DON'T NEED	
NIGHT TRAFFIC	
SIGNATURE: Clark M Butts	REQUEST: "B-1" to "R-1" 225-24/32

RECEIVED
 JUL 14 2025
 BY JL



**CASE #Z25-24:
“B-1” TO “R-1”**

PH-25-049

August 19, 2025

Case #Z25-24: “B-1” to “R-1”

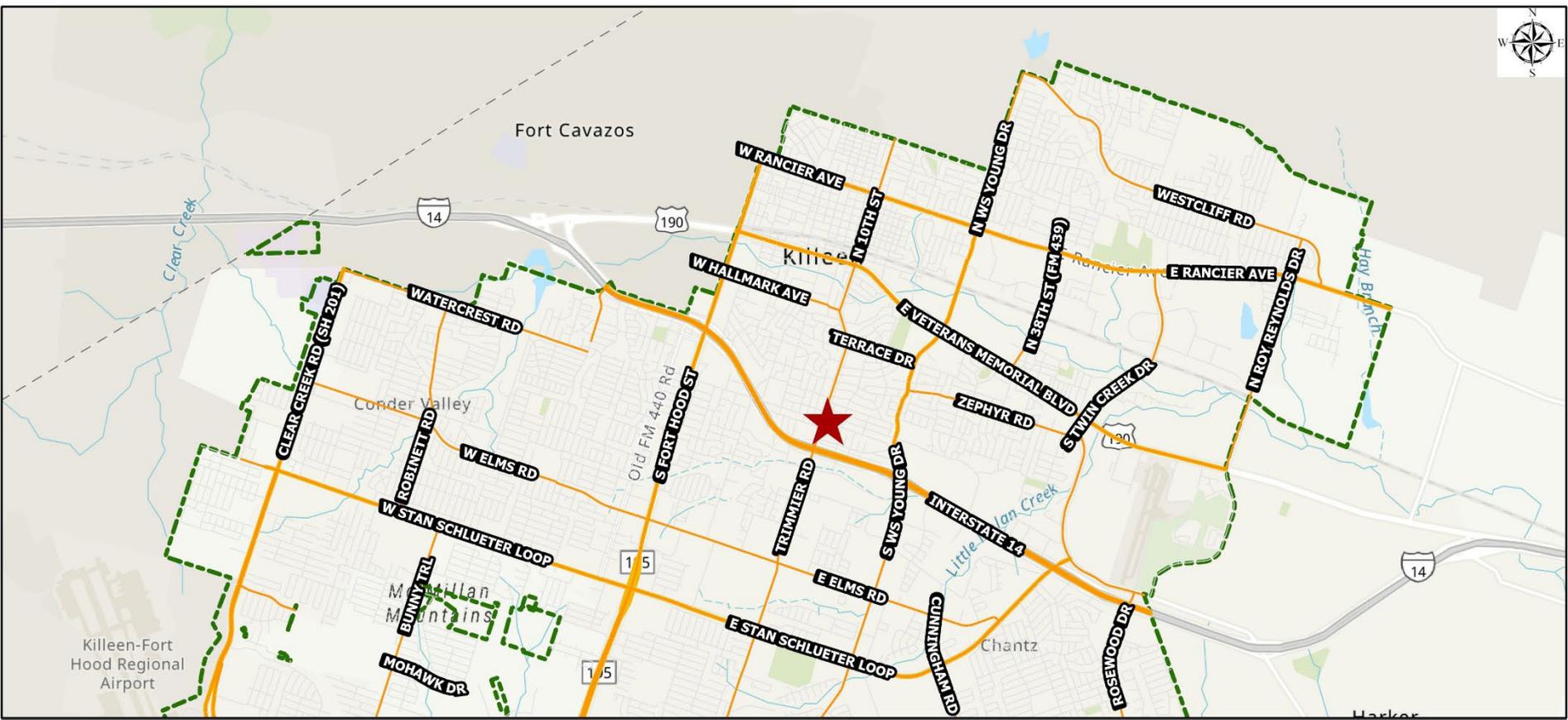
- Hold a public hearing and consider a request submitted by Amr A. Abdelazeem on behalf of Abdelazeem Family Revocable Trust (**Case# Z25-24**) to rezone approximately 0.19 acres, being Lot 11, Block 1 out of the Bellaire Addition Section 1, from “B-1” (Professional Business District) to “R-1” (Single-Family Residential District).
- The subject property is locally addressed as 909 Bellaire Drive, Killeen, Texas.

Case #Z25-24: “B-1” to “R-1”

- The subject property was rezoned by the applicant in 2016 from “R-1” to “B-1” for use as a commercial office.
- The applicant’s intent is to sell the property for use as a residence. Therefore, the request is to rezone the subject property back to its original “R-1” designation.

Case #Z25-24: “B-1” to “R-1”

- The subject property is located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map and designated ‘Residential Mix’ (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP

Council District: 1



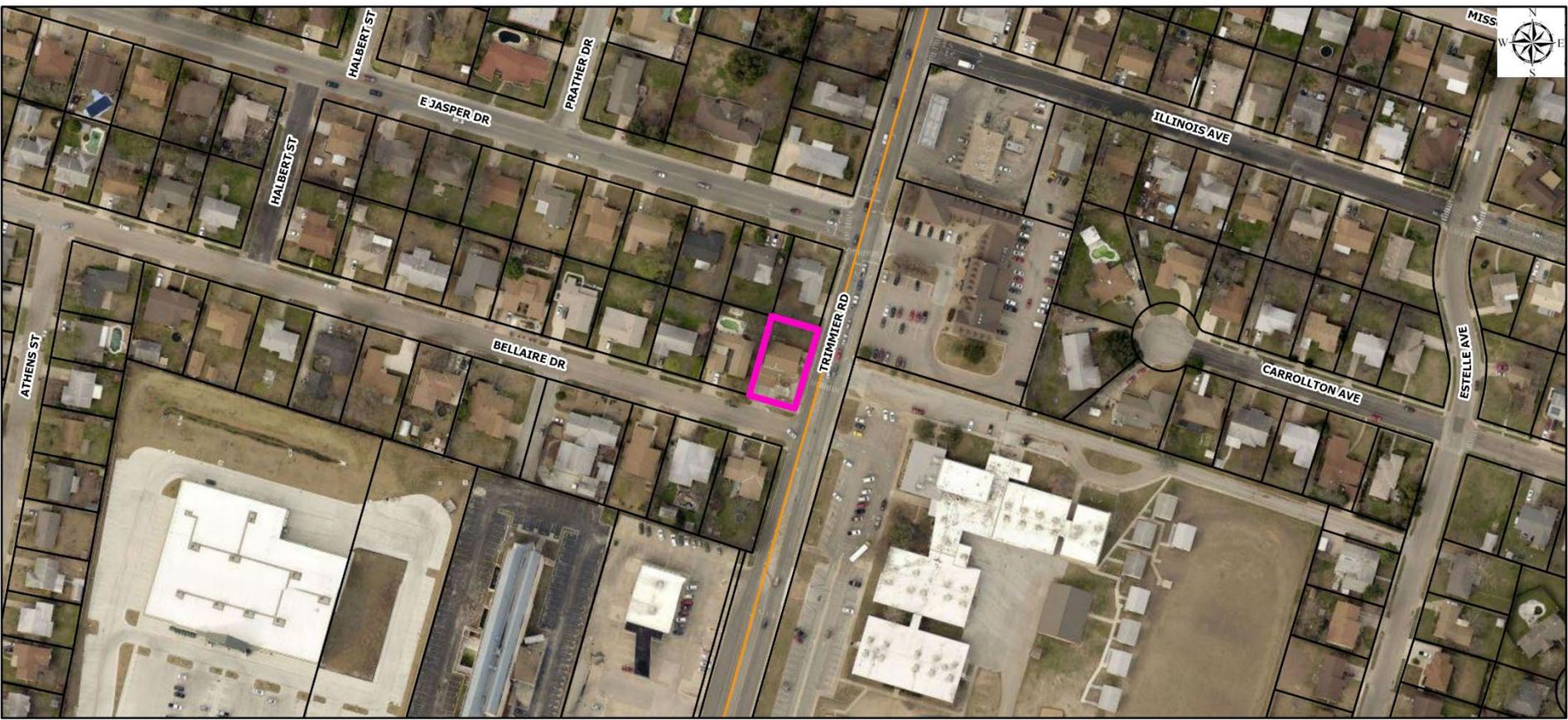
Zoning Case 2025-24

B-1 TO R-1

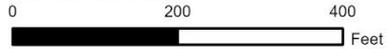
Legend

-  Major Roads
-  City Limit
-  Zoning Case Location

Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25



AERIAL MAP
Council District: 1



Zoning Case 2025-24

B-1 TO R-1

Legend
 Zoning Case

Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25

Case #Z25-24: “B-1” to “R-1”

7

View of the subject property from Bellaire Drive facing north:



Case #Z25-24: “B-1” to “R-1”

8

View from the subject property facing south across Bellaire Drive:



Case #Z25-24: “B-1” to “R-1”

9

View from the subject property facing east across Trimmier Road:



Case #Z25-24: “B-1” to “R-1”

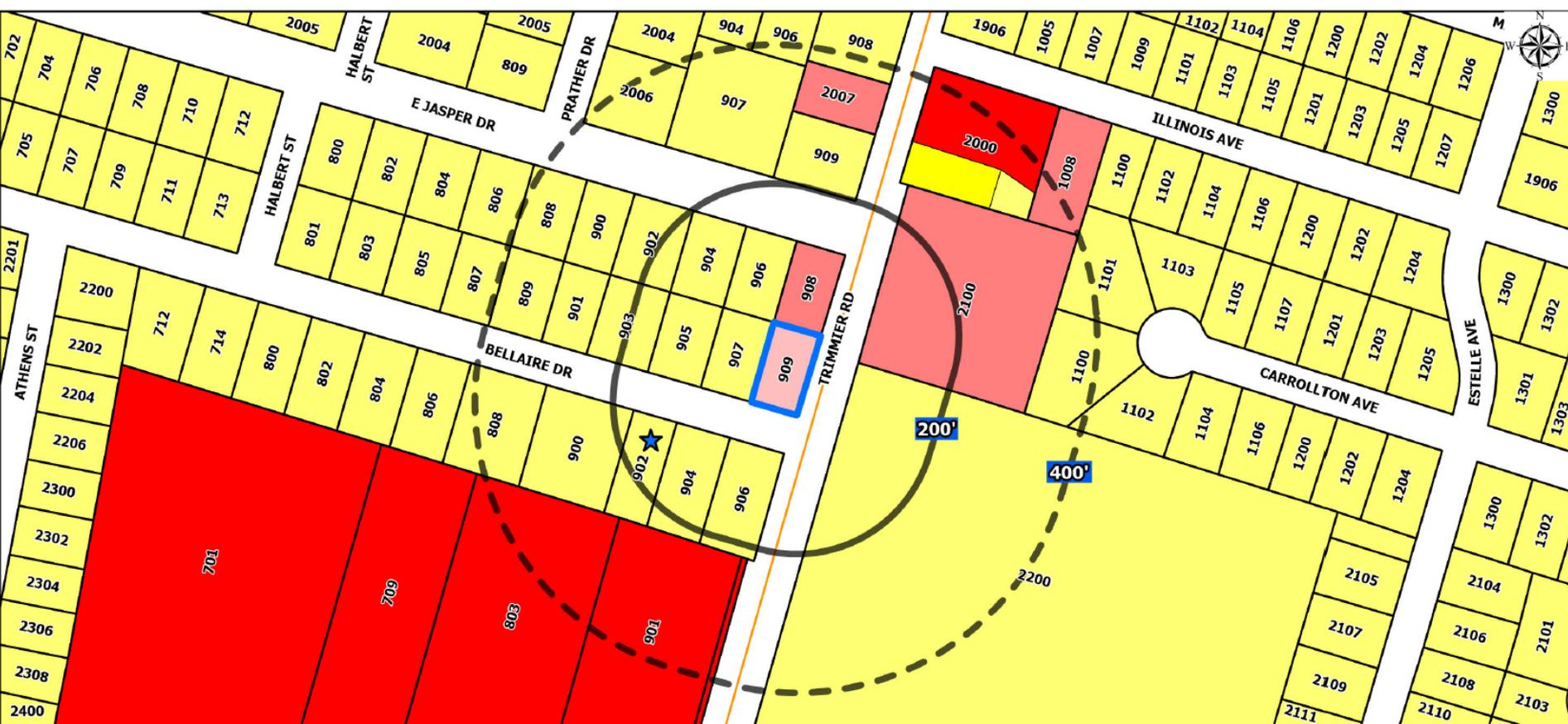
10

View from the subject property facing west on Bellaire Drive:



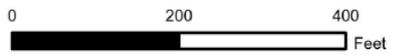
Public Notification

- Staff notified property owners of thirty-six (36) surrounding properties regarding this request.
- To date, staff has received one (1) written response in support of this request.
- Two (2) citizens spoke in support of the request during the Public Hearing at the Planning and Zoning Commission meeting on July 14th.



RESPONSE MAP

Council District: 1



Zoning Case 2025-24
B-1 TO R-1



Subject Property Legal Description: BELLAIRE ADDITION SECTION I, BLOCK 001, LOT 0011. ACRES 0.25

Staff Findings

- Staff finds that the proposed “R-1” zoning is consistent with the adjacent single-family development and compatible with the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

Staff Recommendation

14

- Staff recommends approval of the applicant's request to rezone the subject property from "B-1" (Professional Business District) to "R-1" (Single-Family Residential District) as presented.

Commission Recommendation

15

- At their regular meeting on April 14, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-25-050

Hold a public hearing and consider an ordinance amending Killeen Code of Ordinances, Chapter 31 - Zoning by amending the zoning amendment approval requirements; providing for additional signage and public hearing notification requirements; amending home occupation regulations; providing for multi-family and mixed uses in business districts; and providing for small lot regulations.

DATE: August 19, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Ordinance Amending Chapter 31

BACKGROUND AND FINDINGS:

During their 89th Regular Session, the Texas Legislature passed several bills into law that will affect the City's zoning and land use regulations. The following bills were passed into law and will become effective on September 1, 2025:

- S.B. 840 - Mixed Use & Multifamily in Commercial Areas
- S.B. 15 - Single-Family Density Preemption (3,000 sq. ft. lots)
- H.B. 24 - Zoning Amendment Notification & Protests

The proposed amendments to Chapter 31 are intended to address the changes made to the Local Government Code (LGC) during the 89th Texas Legislature. Staff is proposing the following amendments to Killeen Code of Ordinances, Chapter 31 - Zoning:

- Adding a section regarding signage, requiring the applicant to be responsible for erecting a sign on the property of a requested zoning change. Per H.B. 24, the sign must be at least 24" x 48" and must be erected at least 10 days before the date of the Planning and Zoning Commission meeting. Requirements for color, font size, etc. will be in accordance with standards promulgated by the Department of Development Services.
- Adding a section requiring notice of all public hearings, relating to zoning regulations and zoning district boundaries, to be posted on the City's website at least 15 days before the public hearing, per H.B. 24.
- Amending the protest requirements to align with LGC Section 211.0061 and remove the three-fourths majority affirmative vote needed for approval of a request that has been recommended for disapproval by the Planning & Zoning Commission. This change is recommended as this provision was repealed by H.B. 24.

- Amending the Home Occupation standards to state: "The total number of employees and clients or patrons of the business shall not, at any time, exceed the maximum occupancy of the building or property." This change is required due to H.B. 2464.
- Amending the use regulations in all commercial/business districts to allow for multifamily residential and mixed-use residential uses. This change is needed to comply with S.B. 840. Residential uses in commercial districts are limited to those areas not located within 3,000 feet of an airport or military base.
- Adding a section to Chapter 31 addressing "Small Lots", which are defined as a residential lot that is four thousand (4,000) square feet or less. The section regarding Small Lots applies only to properties meeting the criteria outlined in LGC Section 211.052. To mitigate the impact of S.B. 15 on the character and density of new residential development, staff is proposing to amend Chapter 31 to require that all single-family lots less than 50 feet in width be alley-loaded. The proposed standards for Small Lots include provisions regarding:
 - Lot size and setbacks
 - Impermeable surface
 - Architectural elements
 - Off-street parking and access

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to State and Local policy.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff finds that the proposed amendments to Chapter 31 are necessary to comply with State law and ensure that new development is compatible with the character of the surrounding area. Therefore, staff recommends approval of the proposed ordinance amending Chapter 31 - Zoning as presented.

During a Special Meeting on August 5, 2025, the Planning and Zoning Commission recommended approval of the proposed ordinance by a vote of 5 to 1 with Commissioner Purifoy voting in opposition. Commissioner Purifoy noted concern that the proposed ordinance does not solve affordability. He also expressed concern that small lot single family homes are likely to be owned by companies, rather than individual homeowners.

DEPARTMENTAL CLEARANCES:

Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

- Minutes
- Ordinance
- Presentation

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
AUGUST 4, 2025
CHAPTER 31- ZONING AMENDMENTS**

Hold a public hearing and consider an ordinance amending Killeen Code of Ordinances, Chapter 31 – Zoning by amending the zoning amendment approval requirements; providing for additional signage and public hearing notification requirements; amending home occupation regulations; providing for multi-family and mixed uses in business districts; and providing for small lot regulations.

Ms. Meshier presented the staff report for this item during the workshop. Ms. Meshier stated that the purpose of the proposed amendments is to comply with changes made to the Local Government Code by the Texas Legislature, which become effective on September 1, 2025.

Vice Chairman Wilson opened the public hearing at 5:04 p.m.

Mr. Travis Whitis of WBW Developments and Yalgo Engineering spoke in opposition to the proposed amendments. He stated that the intent of S.B. 15 is to address affordability of housing. Mr. Whitis suggested that staff hold a stakeholder meeting regarding the proposed amendments.

With no one else wishing to speak, the public hearing was closed at 5:08 p.m.

Commissioner Ploeckelmann moved to recommend approval of the proposed ordinance with the condition that staff include standards for required zoning signs. Commissioner Sabree seconded, and the motion passed by a vote of 5 to 1 with Commissioner Purifoy in opposition.

Commissioner Purifoy noted concern that the proposed ordinance does not solve affordability. He also expressed concern that small lot single family homes are likely to be owned by companies, rather than individual homeowners.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING CHAPTER 31 OF THE CITY OF KILLEEN CODE OF ORDINANCES; AMENDING ZONING AMENDMENT APPROVAL REQUIREMENTS; PROVIDING FOR ADDITIONAL SIGNAGE REQUIREMENT FOR ZONING AMENDMENT REQUESTS; AMENDING PERMISSIBLE HOME OCCUPATION REGULATIONS; PROVIDING FOR MULTI-FAMILY AND MIXED USES IN BUSINESS DISTRICTS; PROVIDING FOR SMALL LOT REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Killeen has declared the application and enforcement of the City's zoning regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity, and general welfare of the City; and,

WHEREAS, the Texas Legislature passed Senate Bill 15, Senate Bill 840, and House Bill 24 at its 89th Regular Session; and,

WHEREAS, the City Council finds that such amendments to Chapter 31 are necessary to remain consistent with Texas State Law as amended by said bills; and,

WHEREAS, a public hearing was held by the Planning and Zoning Commission of the City of Killeen on August 4, 2025 at 5:00 p.m.; and,

WHEREAS, a public hearing was held by the City Council of the City of Killeen on August 19, 2025, at 3:00 p.m.; and,

WHEREAS, due notice of all public hearings was provided as required by law.

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

SECTION I. That Chapter 31 of the Code of Ordinances of the City of Killeen, Texas, is hereby amended to read as follows:

Chapter 31 – ZONING

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. – GENERALLY

Sec. 31-39. Amendments.

- (a) *Authority.* The city council may from time to time amend, supplement or change by ordinance the boundaries of the districts or overlays or the regulations herein established. Each person making application for an amendment to the zoning ordinance shall furnish with his written application the fee set by the council, payable to the city, to be used in defraying the administrative and legal costs necessary to process the rezoning application. Such sum or portion thereof shall not be refunded to the applicant in the event the rezoning request is denied or withdrawn by the applicant. However, the fee is waived for the first application for a zoning change or amendment after property is annexed, so long as the applicant for the zoning change or amendment owned the property at the time it was annexed.
- (b) *Public notification.* All property owners within four hundred (400) feet in all directions of the area for which a zoning change or future land use map (FLUM) amendment is requested shall be notified in accordance with Section 211.007, as amended, of the Texas Local Government Code, so long as those properties are within the corporate limits of the City of Killeen.
- (c) *Signage.* An applicant for a zoning amendment shall cause to be erected, at least ten (10) days before the date of the hearing before the planning & zoning commission, a sign that is at least twenty-four (24) inches long by forty-eight (48) inches wide indicating that the property is subject to a proposed zoning change. The sign must be placed on the property subject to the change and must remain in place and visible by the public until final action is taken by the City Council. Standards regarding sign content, color, and font size shall be in accordance with standards promulgated by the Development Services Department.
- (ed) *Submission to planning & zoning commission.* Before taking action on any proposed amendment, supplement or change, the city council shall submit the proposed revision to the planning & zoning commission for its recommendation and report.
- (de) *Public hearing.* A public hearing shall be held by the city council before adopting any proposed amendment, supplement, or change. Notice of such hearing shall be given by publication one (1) time in a paper of general circulation in the city and on the city's website, stating the time and place of such hearing, which time shall not be earlier than fifteen (15) days from the first date of publication.

(ef) *In case of protest.* ~~Unless such proposed amendment, supplement, or change has been recommended for approval by the planning commission, or in case of a protest by the owners of twenty (20) percent or more of either the area of the lots included in such proposed change, or the area of those lots or land immediately adjacent thereto and extending two hundred (200) feet from that area~~ If a proposed change to a regulation or district boundary is protested in accordance with Section 211.0061 of the Texas Local Government Code, then such change shall not become effective except ~~by the favorable vote of three-fourths (3/4) of all the members of the city council~~ as prescribed therein. In order to allow for proper verification of land ownership and area calculations, all protests shall be: (1) in writing and signed, with both the name of the protester and the physical address of the property owned by that person legibly stated; and, (2) delivered to the office of the director of planning ~~and economic development~~ not later than ~~close of business~~ noon on the day the planning & zoning commission is to consider the zoning change, amendment, or supplement. The staff of the ~~planning and economic~~ development services department shall: (1) accept and file such protests; (2) prior to the city council vote on the matter verify, by the city tax roll and a current plat of the city, that the protester owns property within an area described above and calculate the percentage of land area represented by that protest; and, (3) when the protest(s) represent ~~twenty (20) percent or more~~ that percentage of an area ~~described above~~ described in Section 211.0061 of the Texas Local Government Code, then inform the city council of such fact prior to its vote on the matter. Any written protest not presented to the city in compliance with this ordinance shall not be considered in determining the necessity of a three-fourths (3/4) city council vote to approve.

(fg) *Petition by owners.* Whenever the owners of at least fifty (50) percent of all the property situated within the area bounded by a line two hundred (200) feet in all directions from the site of any proposed change shall present a petition, duly signed and acknowledged, to the city council, requesting an amendment, supplement or change of the regulations prescribed for such property, it shall be the duty of the city council to vote upon the proposal presented by such petition within ninety (90) days after the filing of same with the city council, in accordance with the above procedure.

(gh) *Limitation on resubmission of petition.* When a zoning petition fails to be approved by city council, the same petition shall not be resubmitted to either the city council or the planning and zoning commission for a period of twelve (12) months from the date of such failure, unless the petition is substantially changed from the original petition. A petition shall be considered substantially changed if:

- 1) A different zoning classification from that originally sought is requested; or
- 2) A combination of zoning classifications are requested, the net result of which is to decrease density by at least twenty (20) percent of that originally proposed; or
- 3) The area petitioned to be rezoned is reduced in size by at least twenty (20) percent from the area in the original petition; or

4) In relation to established overlays provided by this code, a different use is proposed or the proposed concept or site plan reflects at least a twenty (20) percent change in density, realigns major thoroughfares, reflects comparable changes in any comprehensive plan adopted and changes in code requirements or contains changes that the executive director of ~~planning and~~ development services determines to be substantially different from the original request.

(h) A determination that a petition has not been substantially changed by the executive director of ~~planning and~~ development services may be appealed by the applicant to the planning and zoning commission. A determination by the planning and zoning commission as to whether a substantial change has been made to the petition shall be final.

(i) *Consistency with comprehensive plan.* Requests to amend the zoning designation of a piece of a property shall be in accordance with the future land use map (FLUM) of the comprehensive plan. If a request is not consistent with the future land use map (FLUM), a request to amend the future land use map (FLUM) may be submitted prior to submitting a request to amend the zoning. Future land use map (FLUM) amendment requests shall not be processed concurrently with a zoning request for the same property.

(j) When considering whether to approve a request to amend the city's future land use map (FLUM) the city council shall consider the following factors:

- 1) Is the proposed amendment consistent with the principles and policies set forth in the comprehensive plan?
- 2) Is the proposed amendment compatible with the character of the surrounding area?
- 3) What is the impact of the proposed amendment on infrastructure provision including water, wastewater, drainage, and the transportation network?
- 4) What is the impact of the proposed amendment on the city's ability to provide, fund, and maintain services?
- 5) What is the impact of the proposed amendment on environmentally sensitive and natural areas?
- 6) What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date?
- 7) Do city staff, the planning and zoning commission, and/or the city council have sufficient information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)?

ARTICLE IV. - DISTRICT REGULATIONS

DIVISION 4. DISTRICT "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 31-186. Use regulations.

A building or premises in a district "R-1" single-family residential district shall be used only for the following purposes:

- (1) One-family dwellings, including site-built and modular construction.
- (2) Churches or other places of worship.
- (3) Colleges, universities or other institutions of higher learning.
- (4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.
- (5) Farms, nurseries or truck gardens, limited to the proportion and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than normal household pets shall be housed within one hundred (100) feet of any property line.
- (6) Parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the municipality or other public agency.
- (7) Public buildings, including libraries, museums, police and fire stations.
- (8) Real estate sales offices during the development of residential subdivisions but not to exceed two (2) years. Display residential houses with sales offices, provided that if such display houses are not moved within a period of one (1) year, specific permission must be obtained from the city council for such display houses to remain on their locations.
- (9) Schools, public elementary or high.
- (10) Schools, private with curriculum equivalent to that of a public elementary or high school.
- (11) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
- (12) Water supply reservoirs, pumping plants and towers.
- (13) Accessory buildings and uses, incident to the uses in this section and located on the same lot therewith, not involving the conduct of a retail building.
 - a. A sign or outside advertising display (as defined by subsection 101.1 of the International Building Code) shall not be allowed as an accessory use, except that:
 1. An on-premises ground sign, limited to the provisions of subsection 31-507(A)(3) may be allowed as an accessory use to churches, places of worship, libraries, museums and public buildings.

2. Any unilluminated signs allowed in section 31-503 may be allowed as an accessory use to any primary use authorized by this chapter.
3. An on-premises sign, limited to the provisions of subsection 31-503(2), may be allowed as an accessory use to those primary uses authorized by subsection (8), provided that such signs shall be allowable only so long as these specified primary uses are allowed.

No authorized accessory use sign shall be located in a required side or rear yard which is adjacent to any other lot designated for residential use.

- b. A private garage with or without storeroom and/or utility room shall be permitted as an accessory building; provided that such garage shall be located not less than twenty-five (25) feet from the front lot line and shall not be less than five (5) feet from any interior side lot line and ten (10) feet from any rear lot line and in the case of corner lots not less than the distance required for residences from side streets. A garage or servants' quarters constructed as an integral part of the main building shall be subject to the regulations affecting the main building.
- c. The term "accessory use" shall include home occupations subject to the following provisions:
 1. *Definition.* A home occupation is an accessory use of a dwelling unit or garage for gainful employment, involving the provision of goods and/or services.
 2. When a use is a home occupation, the owner, lessee or other resident occupant persons having a legal right to the use of the dwelling unit shall also have the vested right to conduct the home occupation without securing special permission from the city to do so.
 3. Notwithstanding subsection 31-186(13)c.2. above, persons conducting a home occupation are required to comply with, and are subject to, any other city ordinance conditions affecting the occupation and its property, such as off-street parking, building permits, business licenses, fire safety and ~~the~~-life safety codes.
 4. Notwithstanding subsection 31-186(13)c.2. above, persons conducting a home occupation are required to comply with, and are subject to, any and all local, state and/or federal rules, regulations, ordinances, or laws, including, but not limited to, those regarding environmental protection.
 5. Home occupations are permitted accessory uses only so long as all the following conditions are observed:
 - (i) ~~No persons other than resident occupants of the premises shall be engaged in such occupation~~The total number of employees and clients or patrons of the business shall not, at any time, exceed the maximum occupancy of the building or property;

- (ii) The home occupation shall not involve the use of advertising signs or window displays on the premises or any other local advertising media which call attention to the fact that the home is being used for business purposes; except that for purposes of a telephone directory listing, a telephone number, but no business address, may be published;
 - (iii) In no way shall the outside appearance of the dwelling be altered from its residential character;
 - (iv) Performance of the occupation activity shall not be visible from the street;
 - (v) The use shall not increase vehicular or pedestrian traffic flow beyond what normally occurs in the applicable zoning district. Additionally, the use shall not increase the number of vehicles parked on the premises by more than two (2) additional vehicles at a time. All customer/client parking shall be off-street and other than in unpaved areas of the front yard;
 - (vi) There shall be no outside storage, (to include trailers), or display related to the home occupation;
 - (vii) No home occupation shall cause an increase in the use of any one (1) or more public utilities (water, sewer, electricity, garbage, etc.) so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood;
 - (viii) One (1) commercial vehicle, capacity of one (1) ton or less (excluding attached trailers) may be used or parked on the property in connection with the home occupation;
 - (ix) Except for articles produced on the premises, no stock in trade shall be displayed or sold on the premises;
 - (x) No mechanical or electrical equipment shall be employed other than the quality and quantity of machinery or equipment customarily found in a home associated with a hobby or avocation not conducted for gain or profit; and
 - (xi) The home occupation use shall not generate noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the applicable zoning district.
6. Home occupations may, subject to the requirements of subsections 31-186(13)c.1—5, include, but are not necessarily limited to, the following:
- (i) Office facility of an accountant, architect, attorney, engineer, consultant, insurance agent, real estate broker or member of similar professions;

- (ii) Author, artist or sculptor;
- (iii) Dressmaker, seamstress, or tailor;
- (iv) Music/dance teacher, or similar school of instruction, provided that instruction shall be limited to no more than one (1) pupil at a time;
- (v) Individual tutoring;
- (vi) Millinery;
- (vii) Minister, rabbi, priest or member of religious orders;
- (viii) Home crafts such as rug weaving, model making;
- (ix) Office facility of a salesman, sales representative, manufacturer's representative, or service provider, for sale of goods or services, whether said individual or individuals are self-employed or otherwise, and provided that no retail or wholesale transactions or provision of services are made on the premises;
- (x) Repair shops for small electrical appliances (such as irons, portable fans and the like), typewriters, cameras and other similar small items, provided the item does not have an internal combustion engine; and
- (xi) Food preparation establishments such as cake maker, provided there is compliance with all state health laws and no consumption of food items by customers on the premises.

7. Permitted home occupations shall not in any event be deemed to include:

- (i) Animal hospitals or clinics, commercial stables, or commercial kennels;
- (ii) Schools of instruction of any kind with more than one (1) pupil at a time unless such school was established prior to the date of passage of this section;
- (iii) Restaurants;
- (iv) Automobile, boat or trailer paint or repair shops (major or minor);
- (v) Doctor, dentist, veterinarian or other medically related offices;
- (vi) On-premises retail sales, except garage sales as otherwise provided in this Code;
- (vii) Laundromats with more than one (1) washing machine and one (1) dryer;
- (viii) Mortuaries;

- (ix) Private clubs;
- (x) Trailer rentals;
- (xi) Repair shops or service establishments, except as provided in subsection 31-186(13)c.6.(x) above;
- (xii) Carpentry work;
- (xiii) Photo developing or photo studios;
- (xiv) Upholstering;
- (xv) Antique shops;
- (xvi) Gift shops;
- (xvii) Repair shops for any item with an internal combustion engine; and
- (xviii) Those home occupation uses which, without regard to principal or accessory use conditions, would be classified as assembly, factory-industrial, hazardous, institutional or mercantile occupancies as defined by the 1988 Standard Building Code, as amended.

- 8. No conditional use permit as provided in section 31-456 of this chapter shall be issued for any home occupations prohibited by subsection 31-186(13)c.7. above.
- 9. The provisions of this section shall apply to all home occupations, regardless of the date of their creation/existence, unless specifically exempted by subsection 31-186(13)c.7.(viii), or temporarily exempted by subsection 31-186(13)c.8. above.

(14) Subdivision entry features, as described in section 26-202 of this code.

(15) Cemetery.

(16) Licensed community homes or group home for persons with disabilities having not more than six (6) persons with disabilities and two (2) supervisors in accordance with V.T.C.A., Human Resources Code, ch. 123.

(17) Short term rentals in accordance with Killeen Code of Ordinances Chapter 31, Article VII.

DIVISION 10. - DISTRICT "B-1" PROFESSIONAL BUSINESS DISTRICT

Sec. 31-276. Use regulations.

[Use regulations are as follows:]

- (1) Uses customarily incidental to the primary use, as hereinafter provided, subject to the special conditions contained in subsection 31-276(2).

- a. Physical therapy clinic.
 - b. Chemical or X-ray laboratory.
 - c. Dispensing optician.
 - d. Dispensing apothecary.
 - e. Dental laboratory.
 - f. Multifamily residential, provided that such development provides for at least three (3) dwelling units per building and is not located within 1,000 feet of an existing heavy industrial use, or within 3,000 feet of an airport or military base.
 - g. Mixed-use residential, as defined by Section 218.001 of the Texas Local Government Code, provided that such development shall be vertical mixed-use comprised of residential and nonresidential uses in the same building on the same lot and is not located within 1,000 feet of an existing heavy industrial use, or within 3,000 feet of an airport or military base.
- (2) Buildings may be used for one (1) or more of the uses prescribed in subsection 31-276(1) only under the following conditions:
- a. The total area of a professional building devoted to any single incidental use shall not exceed fifteen (15) percent of the gross floor area of the building.
 - b. The total area of a professional building devoted to incidental uses in the aggregate shall not exceed twenty-five (25) percent of the gross floor area of the building.
 - c. Public access to such incidental uses shall be from the interior of the building.
 - d. No parking space shall occupy any part of the required front yard, except as provided in subsection 31-287(a)(1)b.
 - e. Sign standards for this district shall apply to both primary and incidental uses.
 - f. No building in this district shall be constructed or altered to produce a storefront, show window or display window, and there shall be no merchandise visible from the exterior of the building.
 - g. No outside storage shall be permitted in this district.
- (3) Office, general business.
- (4) An on-premises residential use or living quarters may be included in one (1) structure in a commercial land use district when the main use of the structure is commercial, provided both uses are in compliance with appropriate building codes and the proprietor or an employee of the commercial activity is a resident in the living quarters.
- (5) All uses allowed in section 31-186, with the exception of one-family dwellings.

- (6) Studio for photography, interior decoration.

DIVISION 17. - DISTRICT "HOD" HISTORIC OVERLAY DISTRICT

Sec. 31-394. Use regulations.

- (a) A building or premises in the historic overlay district shall allow all uses within the "B-5" business district with the following exclusions:
 - (1) Mini self-storage facilities.
 - (2) Storage warehouses.
 - (3) Tire recapping or retreading.
 - (4) Impound yards.
 - (5) Auto upholstery or muffler shop.
 - (6) Auto repair.
 - (7) Appliance (household) sales and services.
 - (8) Electric utility substation.
 - [\(9\) Multifamily residential, as defined by Section 218.001 of the Texas Local Government Code.](#)
- (b) Notwithstanding the provisions in section 31-351(3), business establishments dispensing alcoholic beverages may be located within three hundred (300) feet of a church, public or private school or public or private hospital within the Historic Overlay District (HOD).
- (c) A building or premises in the historic overlay district may be used for mixed-use development or live/work purposes, provided that the following conditions are met:
 - (1) The ground floor of all mixed-use buildings shall be designated, constructed, and used only for commercial uses. Residential uses shall be permitted only on the second floor and above.
 - (2) Any structure or portion of a structure that is mixed-use or live/work shall comply with all applicable City of Killeen ordinances, including all building and residential codes.
- (d) The city council by an affirmative majority vote may by ordinance grant a conditional use permit as provided in section 31-456 of this chapter for any land use and may impose appropriate conditions and safe guards to assure that these land uses are compatible with the character of the district setting and buildings. Conditional use permits granted shall be considered permanent provided the property owner remains in continuous compliance with any conditions or safeguards imposed.

(e) Mixed-use residential, as defined by section 218.001 of the Texas Local Government Code, shall be permitted within the Historic Overlay District (HOD), provided that such development is vertical mixed-use comprised of residential and nonresidential uses in the same building on the same lot, and residential uses shall be prohibited on the first floor.

DIVISION 19. - DISTRICT "M-1" MANUFACTURING DISTRICT

Sec. 31-416. Use regulations.

A building or premises in the district "M-1" manufacturing district shall be used only for the following purposes:

(1) Any use permitted in the "B-5" district, excluding those uses described in Section 31-276(1)(f) and (g).

- (2) Paper products manufacture.
- (3) Wood, paper, plastic container manufacture.
- (4) Stone monument works.
- (5) Petroleum products wholesale storage.
- (6) Processing of chemicals or mineral extractions, not elsewhere classified.
- (7) Food processing.
- (8) Foundry, forge plant, rolling mill, metal fabrication plant.
- (9) Feed mill.
- (10) Petroleum or chemical products manufacture (indoors).
- (11) Planing mill.
- (12) Railroad yard, roundhouse, shop.
- (13) Textile or garment manufacture.
- (14) Automobile, mobile home, heavy equipment manufacture.
- (15) Electroplating.
- (16) Sewage treatment plant.
- (17) Electrical equipment or appliance manufacture (large).
- (18) Furniture, cabinet, kitchen equipment manufacture.
- (19) Oil well tools, oil well equipment manufacture.
- (20) Aircraft, aircraft hardware or parts manufacture.
- (21) Crematoriums.

DIVISION 22. - DISTRICT "CD" CEMETERY DISTRICT

Sec. 31-449. Use regulations.

- (a) Building on premises in "CD" district shall be used only for the following purposes:
- (1) Offices of practitioners of the recognized professions, as herein defined:
 - a. *Professional building.* Any structure used solely for the housing of professional offices of recognized professions.
 - b. *Professions, recognized.* Members of a recognized profession include those persons and customary staff normally considered as professional, and shall be deemed to include doctors, dentists, lawyers, architects, certified public accountants, registered engineers and related professions.
 - (2) Uses customarily incidental to the primary use, as hereinafter provided, subject to the special conditions contained in subsection 31-276(3).
 - a. Physical therapy clinic.
 - b. Chemical or X-ray laboratory.
 - c. Dispensing optician.
 - d. Dental laboratory.
 - (3) Buildings may be used for one (1) or more of the uses prescribed in subsection (2) only under the following conditions:
 - a. Public access to such incidental uses shall be from the interior of the building.
 - b. No parking space shall occupy any part of the required front yard, except as provided in article V, division 3.
 - c. Sign standards for this district shall apply to both primary and incidental uses.
 - d. No building in this district shall be constructed or altered to produce a storefront, show, window or display window, and there shall be no merchandise visible from the exterior of the building.
 - e. No outside storage shall be permitted in this district.
 - (4) Office, general business.
 - (5) Business day care
 - (6) Bakery shop (retail sales only).
 - (7) Personal services.
 - (8) Construction field office and yard: on the job site; for duration of construction only.

- (9) Mortuary or funeral chapel.
 - (10) Drugstore or pharmacy.
 - (11) Florist (retail) retail sales of flowers and small plants. No flowers or plant raising or outside display or storage.
 - (12) Cafeteria or catering service.
 - (13) Restaurant or café (dine-in service).
 - (14) Tennis, swim club, health club or gym.
 - (15) Art gallery, bookstore or library.
 - (16) Mixed-use residential, as defined by Section 218.001 of the Texas Local Government Code, provided that such development shall be vertical mixed-use comprised of residential and nonresidential uses in the same building on the same lot and is not located within 1,000 feet of an existing heavy industrial use or within 3,000 feet of an airport or military base. ~~development, being located nine hundred fifty (950) feet to one thousand five hundred (1,500) feet east of the east right-of-way of State Highway 195, for the commercial and residential use of a building, set of buildings, or neighborhood, where the first floor is designed, constructed and used for commercial use only while allowing access to residential uses.~~
 - (17) Multifamily residential, provided that such development provides for at least three (3) dwelling units per building and is not located within 1,000 feet of an existing heavy industrial use, or within 3,000 feet of an airport or military base.
- (b) Any conflict between this district and the districts incorporated herein, or the regulations provided by the other districts, shall be resolved so that the most stringent provision shall control.

ARTICLE V. - SUPPLEMENTAL REGULATIONS

DIVISION 2. - HEIGHT AND AREA EXCEPTIONS AND MODIFICATIONS

Secs. 31-475—31-485.—Reserved. Small lots.

This section applies only to properties meeting the criteria outlined in Section 211.052(a)(2) of the Texas Local Government Code but is not applicable to those properties outlined in Section 211.052(b). In this Section, “Small Lot” means a residential lot that is four thousand (4,000) square feet or less.

- (a) Except as provided in Section 211.055(a-1) of the Texas Local Government Code, the lot-size requirements for a property in which this Section applies shall be as follows:

- (1) Lot area. The size of the lot shall not be less than three thousand (3,000) square feet.
 - (2) Lot width. The width of the lot shall not be less than thirty (30) feet.
 - (3) Lot depth. The depth of the lot shall not be less than seventy-five (75) feet.
- (b) For a Small Lot, the following shall apply:
- (1) Size of Yards.
 - a. Front yard. There shall be a front yard having a depth of not less than fifteen (15) feet.
 - b. Side yard. There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
 - c. Rear yard. There shall be a rear yard having a depth of not less than ten (10) feet.
 - (2) Impermeable surface. In no event shall impermeable surfaces exceed seventy (70) percent of the area of a lot.
 - (3) Architectural elements. The Architectural and Site Design regulations contained in this Chapter do not apply. However, the following architectural elements are required:
 - a. Enhanced windows. Windows on the front elevation shall incorporate at least one (1) window enhancement, including: transoms, bay windows, shutters, dormers, eyebrow windows, headers, or other similar window enhancements.
 - b. Covered front entry. A covered front entry at least forty (40) square feet in area shall be provided.
 - c. Repetition. Single-family homes of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from one another. For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section. Mirrored elevations shall not be considered different elevations for purposes of this section.
 - (4) Off-Street Parking. All Small Lots must contain at least one off-street parking space per residential unit. If the Small Lot is less than fifty (50) feet in width, then said parking space and garage, if provided, shall be accessed from the rear of the lot via an alley.

Secs. 31-476—31-485 – Reserved.

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 September 1, 2025.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 19th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY



ORDINANCE AMENDING CHAPTER 31 - ZONING

PH-25-050

August 19, 2025

Ordinance Amending Ch. 31 – Zoning

- Hold a public hearing and consider an ordinance amending Killeen Code of Ordinances, Chapter 31 – Zoning by amending the zoning amendment approval requirements; providing for additional signage and public hearing notification requirements; amending home occupation regulations; providing for multi-family and mixed uses in business districts; and providing for small lot regulations.

Background

- During their 89th Regular Session, the Texas Legislature passed several bills into law that will affect the City's zoning and land use regulations.
- The following bills were passed into law and will become effective on September 1, 2025:
 - ▣ S.B. 840 – Mixed Use & Multifamily in Commercial Areas
 - ▣ S.B. 15 – Single-Family Density Preemption (3,000 sq. ft. lots)
 - ▣ H.B. 24 – Zoning Amendment Notification & Protests

Background

- The proposed amendments to Chapter 31 are intended to address the changes made to the Local Government Code during the 89th Texas Legislature.
- Staff is proposing the following amendments to Killeen Code of Ordinances, Chapter 31 - Zoning:

Notification & Protests – Signage

- Adding a section regarding signage, requiring the applicant to be responsible for erecting a sign on the property of a requested zoning change.
- Per H.B. 24, the sign must be at least 24” x 48” and must be erected at least 10 days before the date of the Planning and Zoning Commission meeting.
- Requirements for color, font size, etc. will be in accordance with standards promulgated by the Planning Department.

Notification & Protests – Public Hearings

6

- Adding a section requiring notice of all public hearings relating to zoning regulations and zoning district boundaries to be posted on the City's website at least 15 days before the public hearing, per H.B. 24.

Notification & Protests

7

- Amending the protest requirements to align with Sec. 211.0061 of the Texas Local Gov't Code.
- Removing the three-fourths majority affirmative vote needed for approval of a request that has been recommended for disapproval by the Planning & Zoning Commission.
- This change is recommended due to this provision having been repealed by H.B. 24.

Home Occupations

8

- Amending the Home Occupation standards to state: “The total number of employees and clients or patrons of the business shall not, at any time, exceed the maximum occupancy of the building or property.”
- This change is required due to H.B. 2464.

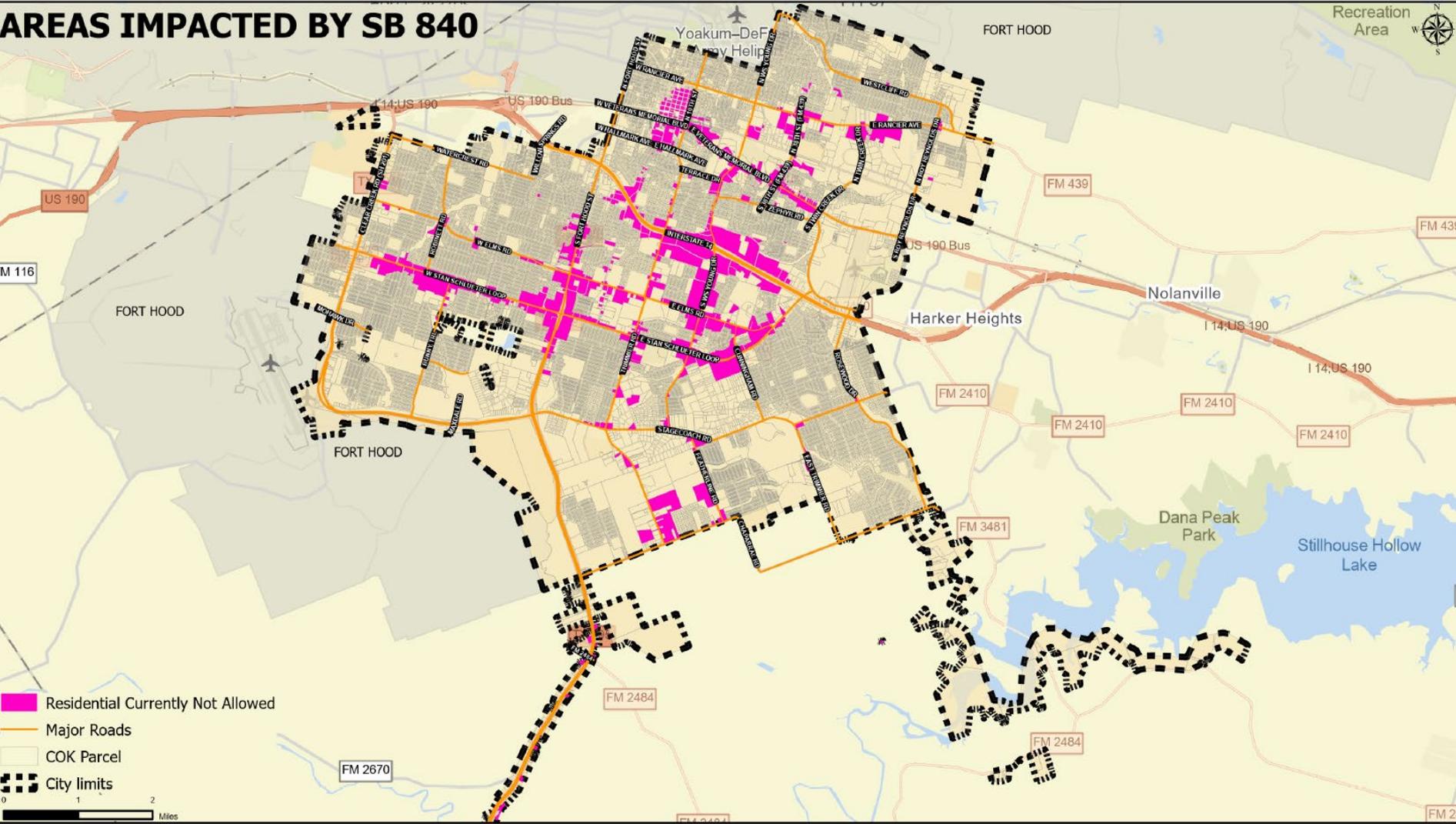
Multifamily & Mixed-Use Residential

- Amending the use regulations in all commercial/business districts to allow for multifamily residential and mixed-use residential uses.
- This change is needed to comply with S.B. 840.
- Residential uses in commercial districts are limited to those areas not located within 3,000 ft. of an airport or military base.

Multifamily & Mixed-Use Residential

- The proposed ordinance defines multifamily residential as providing for at least three (3) dwelling units per building.
- It also defines mixed-use residential as being vertical mixed-use comprised of residential and nonresidential uses in the same building on the same lot.

AREAS IMPACTED BY SB 840



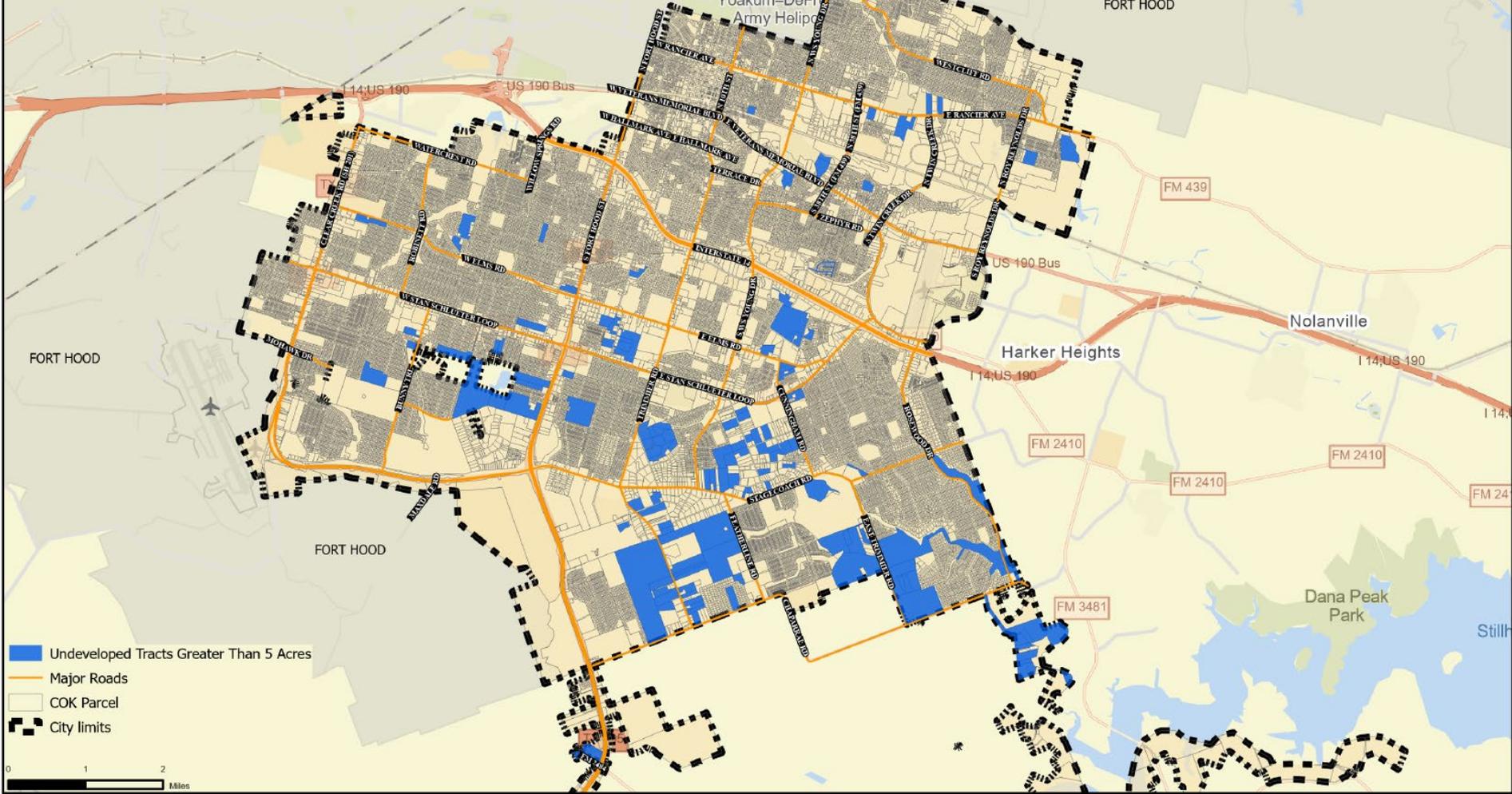
Small Lots

- Adding a section to Chapter 31 addressing “Small Lots”, which are defined a residential lot that is four thousand (4,000) square feet or less.

Small Lots

- The section regarding Small Lots applies only to properties meeting the criteria outlined in LGC Sec. 211.052:
 - ▣ Property will be platted and located in an area zoned for single-family homes;
 - ▣ Must be five (5) acres or more;
 - ▣ Has no recorded plat; and
 - ▣ Is not located within 3,000 ft. of an airport or military base.

AREAS IMPACTED BY SB 15



Small Lots

- To mitigate the impact of S.B. 15 on the character and density of new residential development, staff is proposing to amend Chapter 31 to require that all single-family lots less than 50 ft. in width be alley-loaded.

Small Lots

16

Permitted Small Lot Development:



Small Lots

17

Permitted Small Lot Development:



Small Lots

18

Permitted Small Lot Development:



Small Lots

19

Permitted Small Lot Development:



Small Lots

20

Permitted Small Lot Development:



Small Lots

21

NOT Permitted Small Lot Development:



Small Lots

22

NOT Permitted Small Lot Development:



Small Lots

23

NOT Permitted Small Lot Development:



Image: San Antonio

Small Lots

24

NOT Permitted Small Lot Development:



Small Lots

25

- The proposed standards for Small Lots include provisions regarding:
 - ▣ Lot size and setbacks
 - ▣ Impermeable surface
 - ▣ Architectural elements
 - ▣ Off-street parking and access

Small Lots

- As dictated by S.B. 15, the minimum lot standards for Small Lots are as follows:
 - ▣ Lot area: 3,000 sq. ft.
 - ▣ Lot width: 30 ft.
 - ▣ Lot depth: 75 ft.
 - ▣ Front yard setback: 15 ft.
 - ▣ Side yard setback: 5 ft.
 - ▣ Rear yard setback: 10 ft.

Small Lots

- *Impermeable surface.* Impermeable surfaces shall not exceed seventy(70) percent of the area of a lot.
- *Enhanced windows.* Windows on the front elevation shall incorporate at least one (1) window enhancement, including: transoms, bay windows, shutters, dormers, eyebrow windows, headers, or other similar window enhancements.

Small Lots

- *Covered front entry.* A covered front entry at least forty (40) square feet in area shall be provided.
- *Repetition.* Homes of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from one another.

Small Lots

- *Off-Street Parking.* Small Lots must contain at least one off-street parking space per residential unit. For Small Lots less than fifty (50) feet in width, the parking space or garage shall be accessed from the rear of the lot via an alley.

Staff Recommendation

- Staff finds that the proposed amendments to Chapter 31 are necessary to comply with State law and ensure that new development is compatible with the character of the surrounding area.
- Therefore, staff recommends approval of the proposed ordinance amending Chapter 31 – Zoning as presented.

Commission Recommendation

- During a Special Meeting on August 5, 2025, the Planning and Zoning Commission recommended approval of the proposed ordinance by a vote of 5 to 1 with Commissioner Purifoy voting in opposition.
- Commissioner Purifoy noted concern that the proposed ordinance does not solve affordability. He also expressed concern that small lot single family homes are likely to be owned by companies, rather than individual homeowners.