

City of Killeen

Agenda

City Council

Tuesday, December 2, 2025

3:00 PM

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

Call to Order and Roll Call

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

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-25-029](#) Killeen Star Award
2. [PR-25-030](#) Presentation of Bell County Child Safety Check

Work Session

Discuss agenda items 3-12 for the December 2, 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-25-029](#) Consider Minutes of Regular City Council Meeting of November 4, 2025.

4. [MN-25-030](#) Consider Minutes of Special City Council Meeting of November 4, 2025.
5. [RS-25-185](#) Consider a memorandum/resolution approving the investment reports for the quarter ended September 30, 2025.
Attachments: [Quarterly Investment Report September 30, 2025](#)
[Presentation](#)
6. [RS-25-186](#) Consider a memorandum/resolution awarding RFP 25-38, Contract Generator Acquisition-Maintenance Station 4, to The Brandt Companies, LLC, in the amount of \$837,000.00.
Attachments: [Proposal](#)
[Agreement](#)
[Grant Documentation](#)
[Certificate of Interested Parties](#)
[Presentation](#)
7. [RS-25-187](#) Consider a memorandum/resolution entering into an Interlocal Agreement with the Hill Country Transit District to provide for a public transportation system.
Attachments: [Agreement](#)
[Presentation](#)
8. [RS-25-188](#) Consider a memorandum/resolution authorizing a professional services agreement with Landscapes Unlimited for the renovation of the golf course irrigation system at Stonetree Golf Club, in the amount of \$2,669,640.29.
Attachments: [Agreement](#)
[TIPS Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)
9. [OR-25-015](#) Consider an ordinance amending Chapters 7, 12, and 31 of the Code of Ordinances by consolidating certain appeals and adjustment boards into a single Board of Adjustment.
Attachments: [Ordinance](#)
[Presentation](#)
10. [OR-25-016](#) Consider an ordinance amending Killeen Code of Ordinances Chapter 8, Building and Construction Regulations, and Chapter 11, Fire Prevention and Protection, to adopt the 2024 International Code Council Construction Codes, 2024 International Fire Code, 2023 National Electrical Code, and local amendments to Killeen Code of Ordinances Chapters 8, Building and Construction Regulations and Chapter 11, Fire Code.
Attachments: [Ordinance](#)
[Summary of Changes](#)

[Presentation](#)**Public Hearings**

11. [PH-25-071](#) Hold a public hearing and consider an ordinance amending Chapter 18 of the City of Killeen Code of Ordinances by prohibiting the open storage of nuisance vehicles and updating the junk vehicle ordinance.
Attachments: [Ordinance](#)
[Presentation](#)
12. [PH-25-072](#) Hold a public hearing and consider an ordinance submitted by Cecilia Leon, on behalf of Tong Min and Claudia Lizeth Kim, (Case# Z25-35) to rezone part of Lot 1, Block 11 out of the Killeen Original Addition from "B-5" (Business District) with "HOD" (Historic Overlay District) to "B-C-1" (General Business and Alcohol Sales District) with "HOD" (Historic Overlay District). The subject property is locally addressed as 301 East Avenue D, Killeen, Texas.
Attachments: [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Letter of Request](#)
[Presentation](#)

Discussion Items

13. [DS-25-054](#) Receive Quarterly Financial Report
Attachments: [Presentation](#)

Councilmember Requests for Future Agenda Items

14. [RQ-25-010](#) Killeen Children's Museum and Immersion Center Initiative
Attachments: [Request](#)
15. [RQ-25-011](#) Original Fire Station #1 (Avenue D Fire Station) Request for Proposal (RFP)
Attachments: [Request](#)

Executive Session

16. [DS-25-055](#) Conduct Annual Evaluation of the City Manager

Resolutions

17. [RS-25-189](#) Consider a memorandum/resolution confirming the City Manager's annual evaluation and consideration for an adjustment to pay.

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on November 25, 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.

- Annual Snowball Express Event, December 6, 2025, 6:15 a.m., Killeen Regional Airport, 8101 Clear Creek Road
- Annual Killeen Police Department Boots and Badges Awards Ceremony, December 6, 2025, 6:00 p.m., Courtyard Marriott, 1721 E. Central Texas Expy.
- Killeen Fire Department Badge Pinning Ceremony, December 10, 2025, 2:00 p.m., Potter's House Church, 8838 Trimmier Road
- 2025 City of Killeen Annual Christmas Parade, December 13, 2025, 6:00 p.m., Historic Downtown Killeen

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-25-029

Killeen Star Award



City of Killeen

Staff Report

File Number: PR-25-030

Presentation of Bell County Child Safety Check



City of Killeen

Staff Report

File Number: MN-25-029

Consider Minutes of Regular City Council Meeting of November 4, 2025.

City of Killeen

City Council Meeting

Killeen City Hall

November 4, 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

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

Mayor Protem Adams gave the invocation. Mayor Nash-King led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro Tem Adams to approve the agenda, as presented. Motion was seconded by Councilmember Solomon. The motion carried unanimously (7-0).

Presentations

PR-25-024 2025 Citizen Survey Results

Staff Comments: Torrie Bethany, Executive Director of Communications and Marketing

Ms. Bethany and ETC Institute Representative, Robert Heacock, presented this item to City Council. Ms. Bethany and Mr. Heacock were available to provide additional information and to answer questions.

PR-25-025 Check presentation

Staff Comments: Kent Cagle, City Manager

Mr. Cagle introduced Bell County Commissioners, Bobby Whitson and Louie Minor, who presented a check in the amount of \$50,000 for a tax abatement agreement for a solar farm, and another check in the amount of \$3,000,000 for the

development of Chapparral Road.

Work Session

Discuss agenda items 3 - 13 for the November 4, 2025 Regular Session

Citizen Comments on Agenda Items

Michael Fornino spoke regarding PR-25-024.

Sean Price spoke regarding PR-25-024, PR-25-025, RS-25-179 and RS-25-180.

Regular Session

Consent Agenda

- MN-25-025** Consider Minutes of Regular City Council Meeting of September 16, 2025.
- MN-25-026** Consider Minutes of Special City Council Meeting of September 16, 2025.
- MN-25-027** Consider Minutes of Regular City Council Meeting of October 7, 2025.
- RS-25-176** Consider a memorandum/resolution awarding RFP 26-01, Parking Lot Management for Killeen Regional Airport to Premium Parking Service, LLC, for a Parking Lot Operator Service Agreement.
- RS-25-177** Consider a memorandum/resolution authorizing the procurement of fleet parts for Fiscal Year 2026 from TNTX/Lonestar Truck Group and NAPA/Third Coast Distributors, in the amount of \$260,000.00, and tires through Southern Tire Mart, in the amount of \$210,000.00.
- RS-25-178** Consider a memorandum/resolution approving the BuyBoard purchase of consumable medical supplies from Bound Tree and Henry Shein, in the combined amount of \$449,544.00.
- RS-25-179** Consider a memorandum/resolution approving the purchase/repairs of portable radios and mobile radios from Dailey & Wells Communications Inc., in the amount of \$385,736.00.
- RS-25-180** Consider a memorandum/resolution approving the purchase of 24 cardiac monitors/defibrillators and associated accessories from Zoll Medical Corporation, in the amount of \$1,590,728.62.
- RS-25-181** Consider a memorandum/resolution approving a firework display permit application for a firework display at the Killeen Municipal Court on December 5, 2025.

Motion was made by Councilmember Alvarez to approve the Consent Agenda, as presented.

Motion was seconded by Mayor Protem Adams. The motion carried unanimously (7-0).

Public Hearings

PH-25-062 Hold a public hearing and consider an ordinance submitted by Theresa Lau on behalf of 440 Group, Ltd. (Case# Z25-28) to rezone approximately 0.04 acres out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition, from "B-5" (Business District) to "B-5" (Business District) with a "CUP" (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption. The subject property is locally addressed as 1044 South Fort Hood 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 0.04 ACRES OUT OF LOT 4, BLOCK 1 OF THE 440 PLAZA SHOPPING CENTER ADDITION FROM "B-5" (BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT) WITH A "CUP" (CONDITIONAL USE PERMIT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: David Hermosillo, Senior Planner

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

Applicant, Theresa Lau, spoke in favor of ordinance.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Adams to approve PH-25-062. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

PH-25-063 Hold a public hearing and consider an ordinance submitted by National Logistics Training Center, Inc., on behalf of the Catholic Diocese of Austin, (Case# Z25-29) to rezone approximately 14.751 acres, being Lot 11 of the Willie F. Stefek addition, and approximately 13.711 acres out of the G. W. Farris Survey, Abstract No. 306 from "R-1" (Single-Family Residential District) to "B-4" (Business District). The subject properties are locally addressed as 102, 108, and 110 West Elms 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 14.751 ACRES, BEING LOT 11 OF THE WILLIE F. STEFEK ADDITION, AND APPROXIMATELY 13.711 ACRES OUT OF THE G. W. FARRIS SURVEY, ABSTRACT NO. 306 FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-4" (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE

DATE.

Staff Comments: David Hermosillo, Senior Planner

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

Application Representative, Armando Prescott, spoke in favor of the ordinance.

Mayor Nash-King opened the public hearing.

Amber Huguley spoke regarding the request.

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

Motion was made by Councilmember Gonzalez to approve PH-25-063. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

Discussion Item

DS-25-051 Discuss nominations and voting procedure for the entity appointed members of the Board of Directors of the Bell County Tax Appraisal District

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.

Executive Session

DS-25-052 Discuss duties and responsibilities of the City Manager

At 5:58 p.m., Mayor Nash King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.074 - Personnel Matters, the City Council will discuss the duties and responsibilities of the City Manager. Public discussion of this matter would not be in the best interest of the city.

At 6:20 p.m., Mayor Nash King reconvened the City Council meeting into Regular Session.

Adjournment

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Gonzalez, and unanimously approved, the meeting was adjourned at 6:21 p.m.



City of Killeen

Staff Report

File Number: MN-25-030

Consider Minutes of Special City Council Meeting of November 4, 2025.

City of Killeen

Special City Council Meeting

Killeen City Hall

November 4, 2025 at 6:21 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

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

Approval of Agenda

Motion was made by Mayor Protem Adams to approve the agenda, as presented. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

Public Hearings

PH-25-064 Hold a public hearing and consider an ordinance authorizing Substantial Amendment to the HOME American Rescue Plan (ARP) Allocation Plan reallocating funds from ARP Supportive Services to ARP Tenant Based Rental Assistance, in the amount of \$288,155.15.

The City Secretary read the caption of the ordinance:

AN ORDINANCE ADOPTING A SUBSTANTIAL AMENDMENT TO THE ALLOCATION OF HOME AMERICAN RESCUE PLAN (ARP) PROGRAM FUNDS REALLOCATING \$288,155.15 FROM THE SUPPORTIVE SERVICES ACTIVITY TO THE TENANT BASED RENTAL ASSISTANCE ACTIVITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Tiffanie McNair, Executive Director of Community Development
Ms. McNair presented this item to City Council for discussion and consideration. Ms. McNair was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Alvarez to approve PH-25-064. 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 Mayor Protem Adams, and unanimously approved, the meeting was adjourned at 6:29 p.m.



City of Killeen

Staff Report

File Number: RS-25-185

Consider a memorandum/resolution approving the investment reports for the quarter ended September 30, 2025.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Quarterly Investment Report

BACKGROUND AND FINDINGS:

The attached investment reports summarize all investment activity for the quarter ended September 30, 2025. The highlights of the report are as follows:

Quarter ended September 30, 2025:

	Apr. - June 2025	July -Sept. 2025	Change
Interest Income	\$2,979,106	\$3,179,662	6.73%
Investment Balance	\$285,355,891	\$284,690,582	-.23%
Average Yield	4.28%	4.20%	-1.87%

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The City of Killeen's investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly report includes a detailed description of the investment position of the City, summarizes the investment activity in each pooled fund group, states the total rate of return on the investment portfolio, and contains information regarding the market value and book value of each separately invested asset.

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:

City Council approve the attached investment reports for the quarter that ended September 30, 2025.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quarterly Investment Report September 30, 2025
Presentation



PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

SCOTT GRUBER, CMT - DIRECTOR, ADVISORY SERVICES

SEPTEMBER 30, 2025



MEEDER
PUBLIC FUNDS

Compliance Certification



The undersigned have acknowledged that they have reviewed this quarterly investment report for the period ending September 30, 2025. The City officials designated as investment officers by the City’s Investment Policy attest that all investments are in compliance with the Texas Public Funds Investment Act and the City’s Investment Policy.

Executive Director of Finance

Assistant Director of Executive Finance

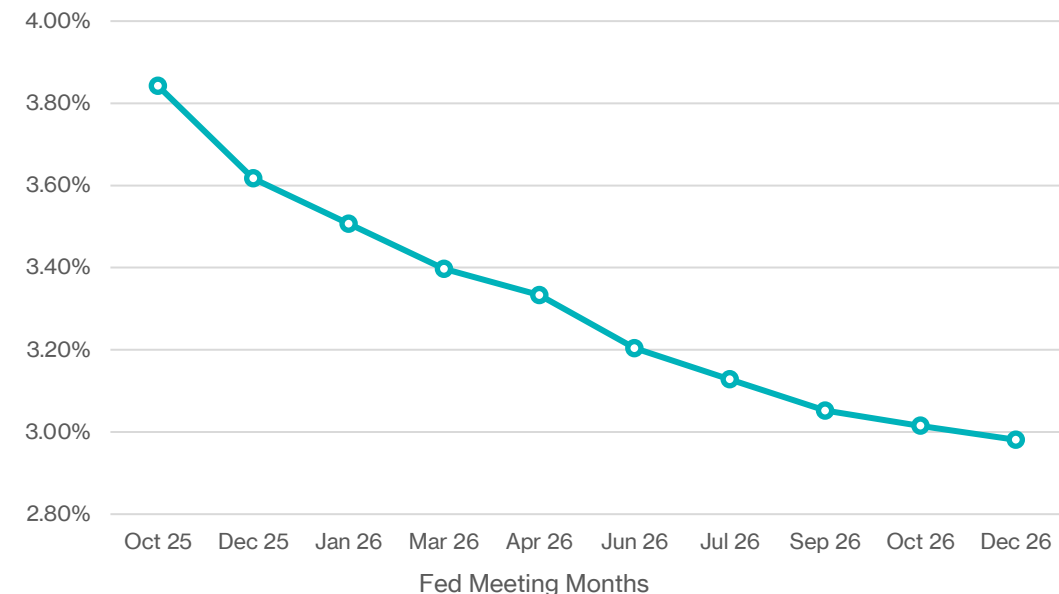
Controller

OBSERVATIONS AND EXPECTATIONS

- Fed lowered the Fed Funds rate by .25% at the September 17th meeting
- Labor market continued to show signs of slowing as 22,000 jobs were created in September
- U.S. Treasury rates were generally lower for the month of September
- GDP rebounded in Q2 to 3.8% from the tariff-induced decline of -0.5% in Q1
- Atlanta Fed's GDPNow forecast is projecting a 3.9% GDP for Q3
- The futures market and the Fed are expecting two more .25% cuts this year; more cuts in 2026

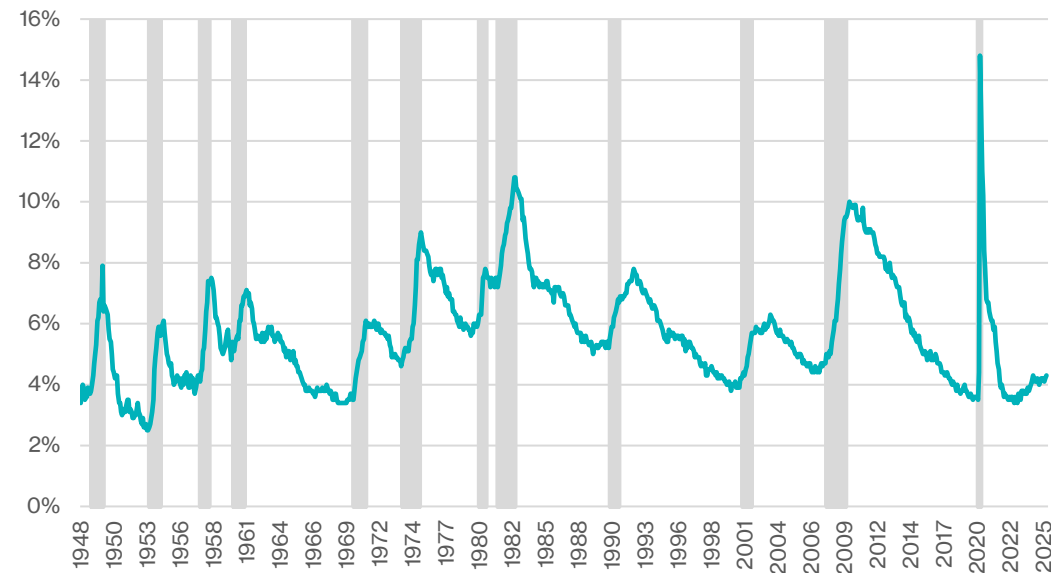
- The Fed Funds futures market is expecting the Fed Funds rate to end 2025 at about 3.6% and 2026 at approximately 3.0%.
- The Fed is watching both of their mandates (employment and inflation) closely to determine the path of Fed Funds. They say the risk is more tilted to slower job growth.

Fed Funds Futures Yields

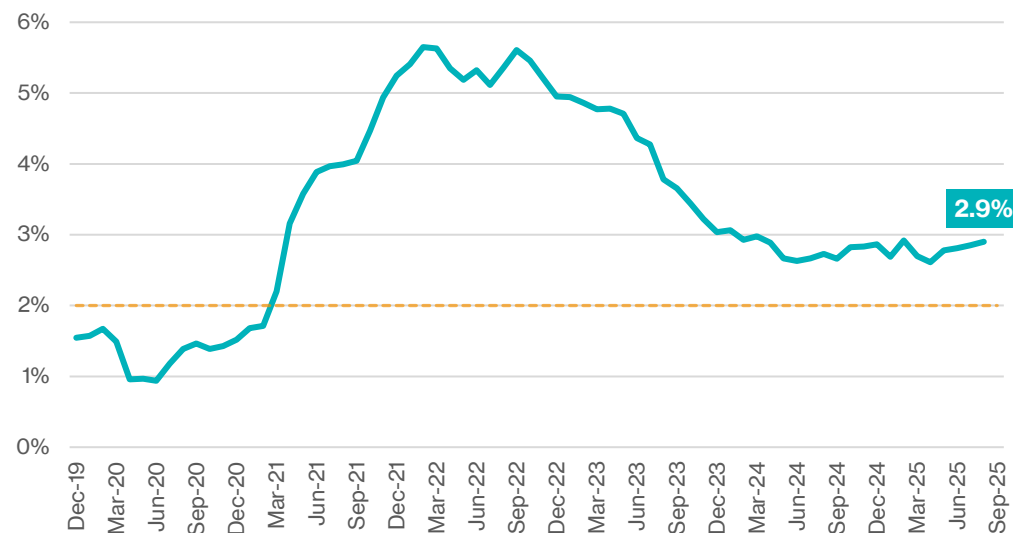


- The current unemployment rate of 4.3% has moved up from earlier this year but remains low by historical standards.
- Lower immigration during 2025 has clouded the conclusions from lower nonfarm payrolls.
- Economists estimate not as many jobs are needed as compared to the previous few years to keep the unemployment rate low.

U.S. Unemployment Rate

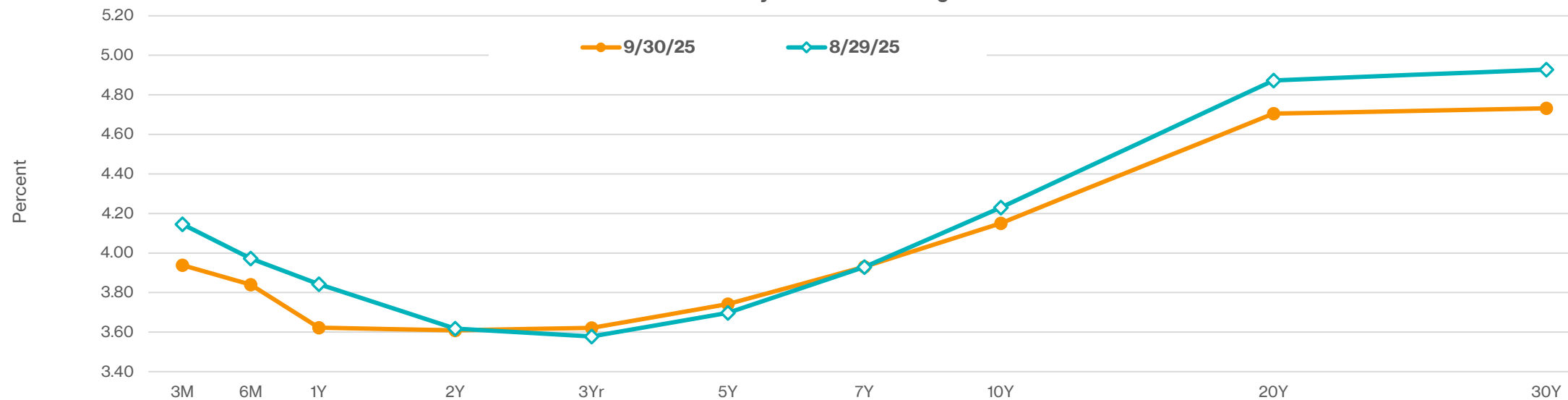


Core PCE YoY

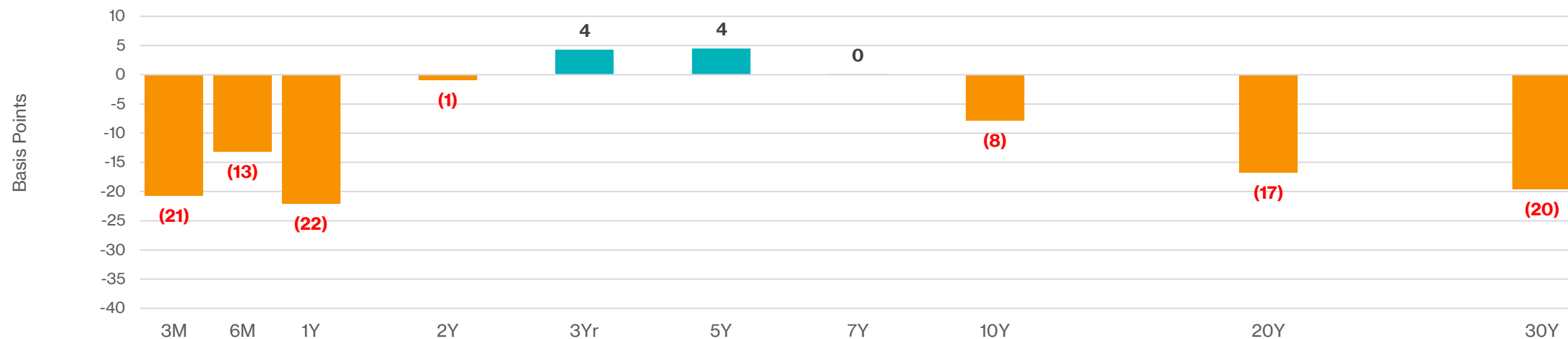


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.9% and has been above the Fed's 2% target for 54 consecutive months.

U.S. Treasury Yield Curve Change



Basis Point Change





PORTFOLIO REVIEW

Quarterly Portfolio Summary – All Funds



This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City of Killeen and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of June 30, 2025		Portfolio as of September 30, 2025	
Beginning Book Value	\$285,761,373	Ending Book Value	\$285,188,478
Beginning Market Value	\$287,119,929	Ending Market Value	\$286,789,958
Unrealized Gain/(Loss)	\$1,358,556	Unrealized Gain/(Loss)	\$1,601,479
		Change in Unrealized Gain/(Loss)	\$242,924
Weighted Average Maturity	500 days	Weighted Average Maturity	545 days
Weighted Average Yield	4.27%	Weighted Average Yield	4.20%

Portfolio Market Value by Fund	6/30/2025	9/30/2025	Change
Pooled Investments	\$286,714,447.16	\$286,292,061.65	(\$422,385.51)
Internal Services Fund	\$189,897.89	\$189,553.28	(\$344.61)
Enterprise Funds	\$242.38	\$261.47	\$19.09
General Fund	<u>\$215,341.49</u>	<u>\$308,081.11</u>	<u>\$92,739.62</u>
Total	\$287,119,928.92	\$286,789,957.51	(\$329,971.41)

Portfolio Summary – Investment Pool

As of 9/30/2025

Your Portfolio

Cash/LGIPs	\$74,072,351
Securities Book Value	\$210,618,231
Total Portfolio Book Value	\$284,690,582

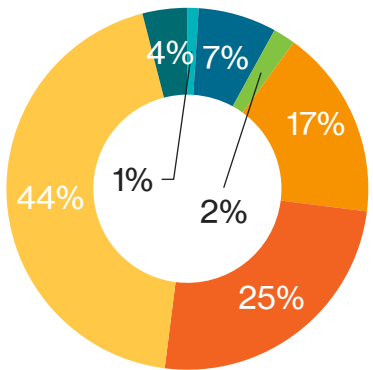
Your Securities

Weighted Average Maturity	1.50 years
Weighted Average Yield	4.20%

Interest Earnings:

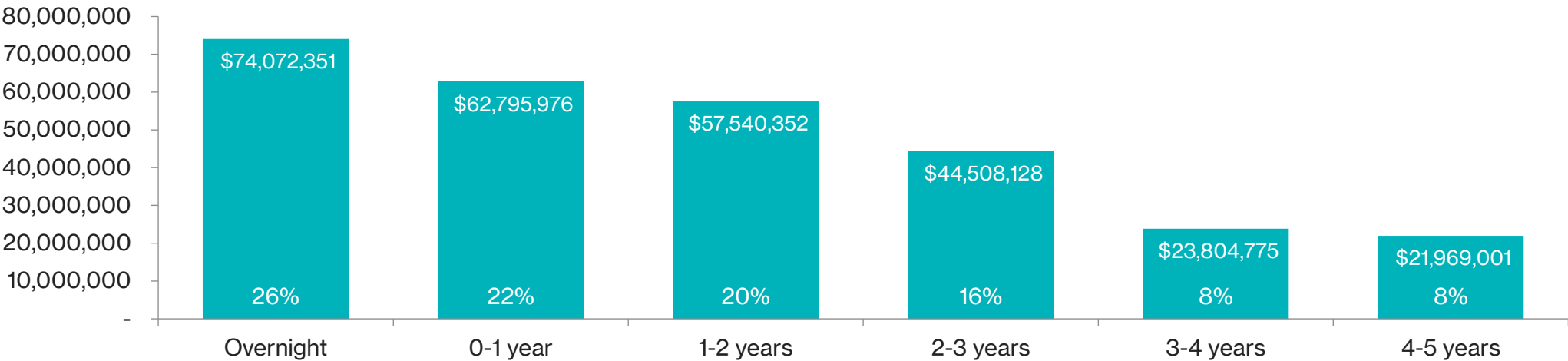
Quarterly Interest Earned	\$3,179,662
Year-to-date Interest Earned	\$11,303,238

Your Asset Allocation



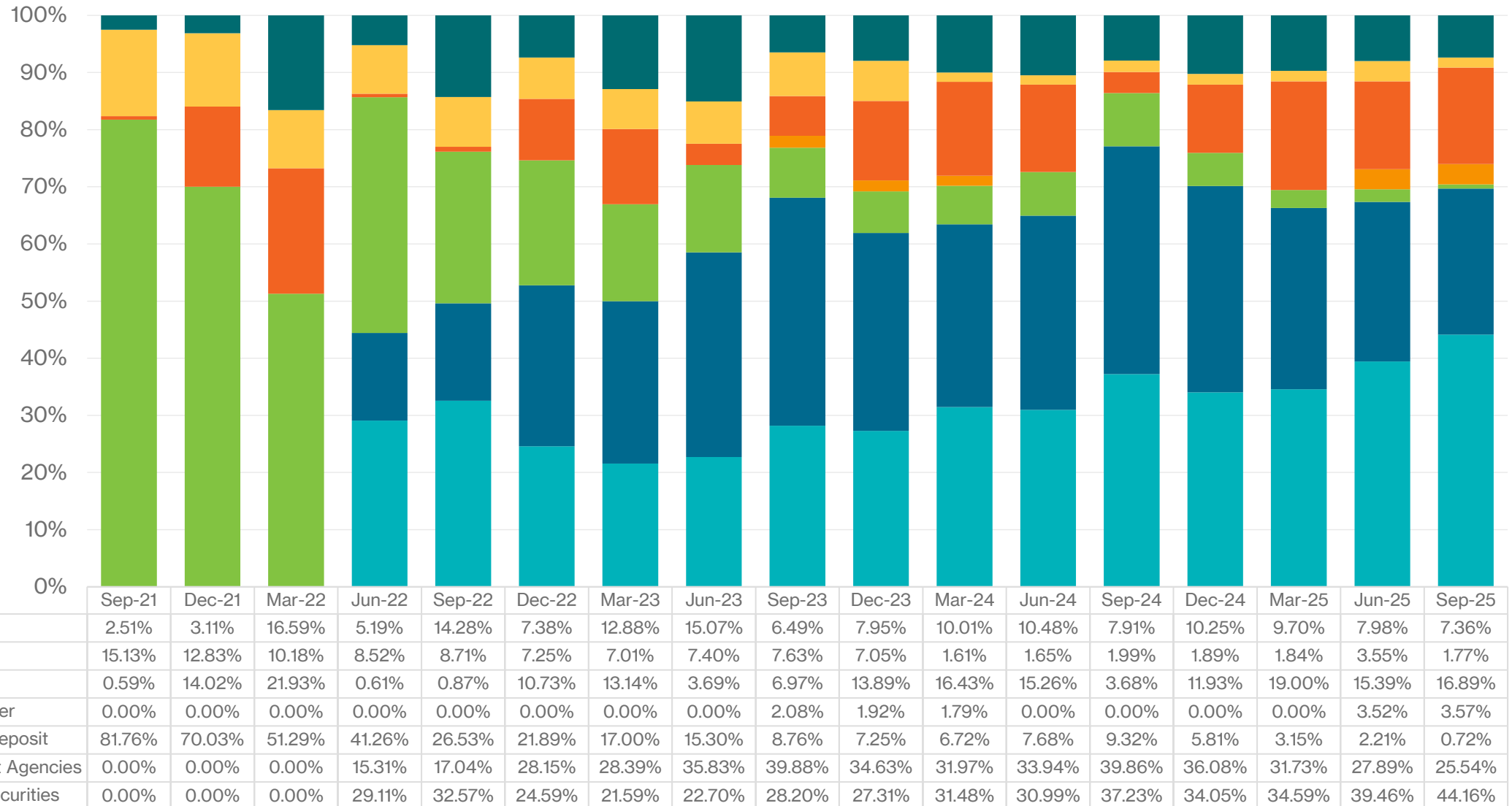
- Certificates of Deposit
- Cash & Equivalents
- Money market
- Local Government Investment Pools
- US Government Agencies
- US Treasuries
- Commercial Paper

Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

Asset Composition



Meeder Public Funds, Inc. is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Past performance does not guarantee future results. Opinions and forecasts are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation of any specific security. Investing in securities involves inherent risks, including the risk that you can lose the value of your investment. Any forecast, projection, or prediction of the market, the economy, economic trends, and fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Meeder Public Funds, Inc. cannot and does not claim to be able to accurately predict the future investment performance of any individual security or of any asset class. There is no assurance that the investment process will consistently lead to successful results. The investment return and principal value of an investment will fluctuate, thus an investor's shares, or units, when redeemed, may be worth more or less than their original cost.

Meeder Public Funds
901 Mopac Expressway South
Building 1, Suite 300
Austin, TX 78746

866.633.3371



M E E D E R

PUBLIC FUNDS

MeederPublicFunds.com



PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

SCOTT GRUBER, CMT - DIRECTOR, ADVISORY SERVICES

SEPTEMBER 30, 2025

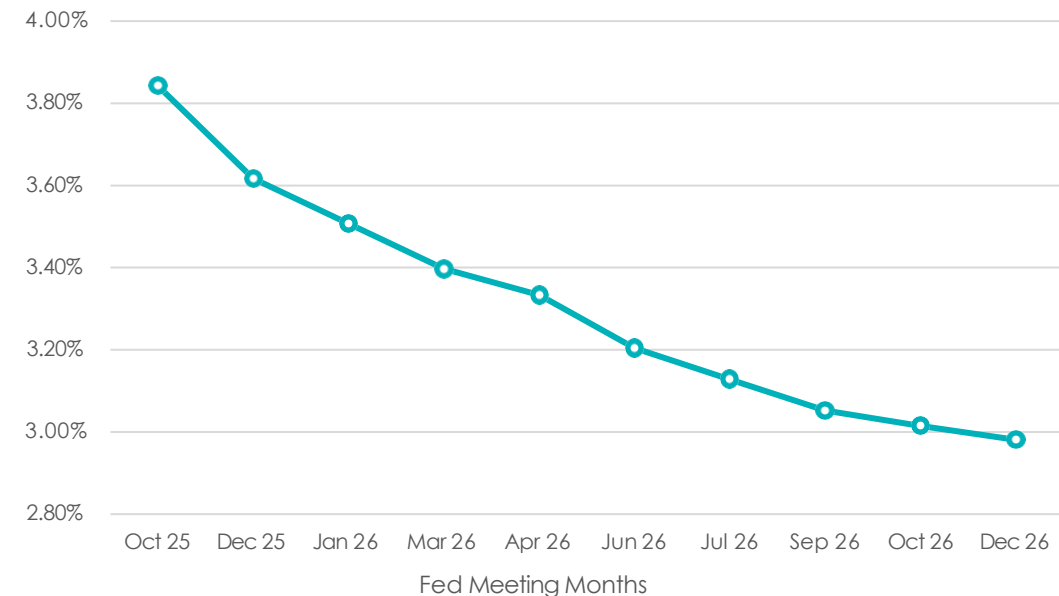


OBSERVATIONS AND EXPECTATIONS

- Fed lowered the Fed Funds rate by .25% at the September 17th meeting
- Labor market continued to show signs of slowing as 22,000 jobs were created in September
- U.S. Treasury rates were generally lower for the month of September
- GDP rebounded in Q2 to 3.8% from the tariff-induced decline of -0.5% in Q1
- Atlanta Fed's GDPNow forecast is projecting a 3.9% GDP for Q3
- The futures market and the Fed are expecting two more .25% cuts this year; more cuts in 2026

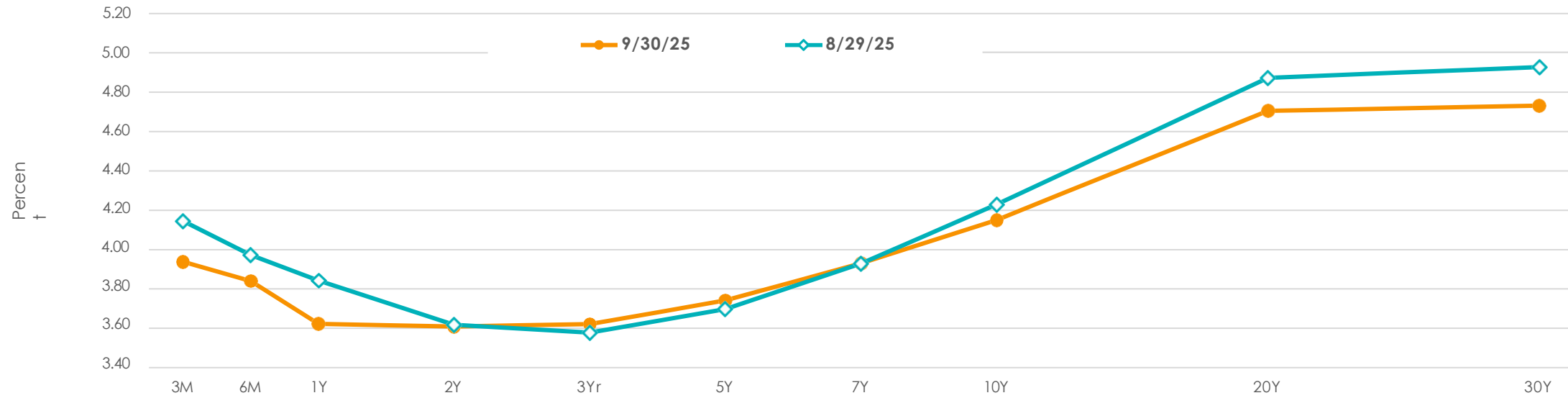
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Fed Funds Futures Yields

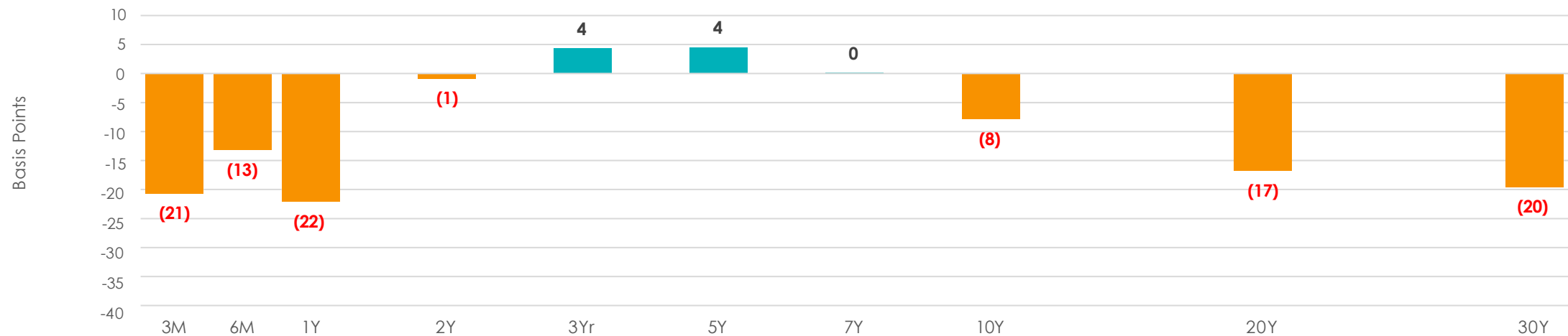


SOURCE: BLOOMBERG

U.S. Treasury Yield Curve Change



Basis Point Change



Quarterly Portfolio Summary – All Funds



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Enterprise Funds	\$242.38	\$261.47	\$19.09
General Fund	<u>\$215,341.49</u>	<u>\$308,081.11</u>	<u>\$92,739.62</u>
Total	\$287,119,928.92	\$286,789,957.51	(\$329,971.41)

Portfolio Summary – Investment Pool

As of 9/30/2025

Your Portfolio

Cash/LGIPs	\$74,072,351
Securities Book Value	\$210,618,231
Total Portfolio Book Value	\$284,690,582

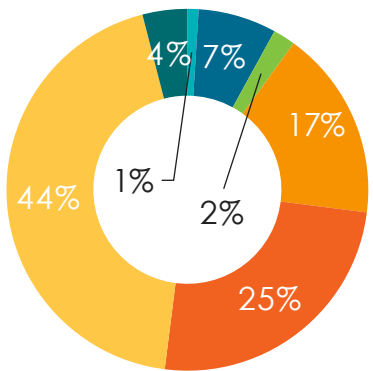
Your Securities

Weighted Average Maturity	1.50 years
Weighted Average Yield	4.20%

Interest Earnings:

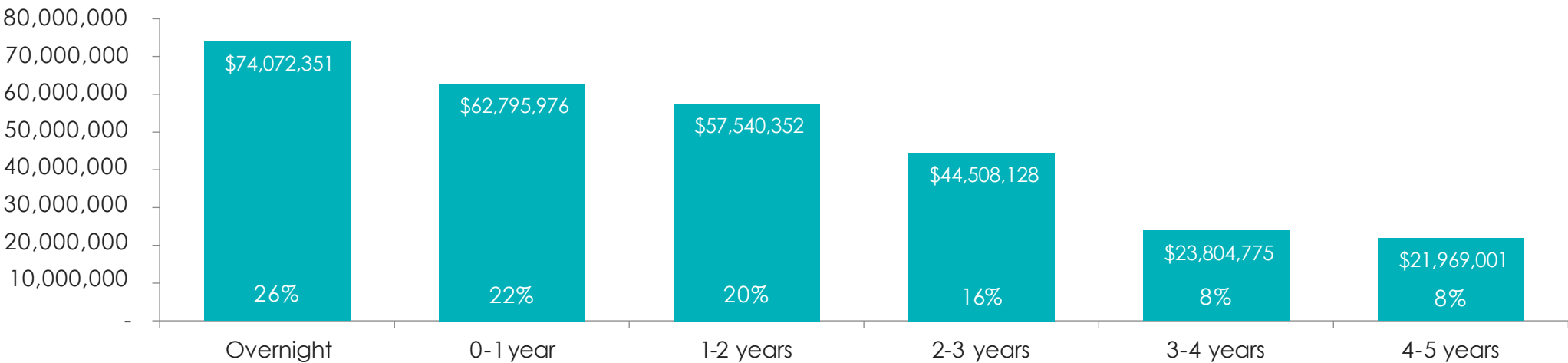
Quarterly Interest Earned	\$3,179,662
Year-to-date Interest Earned	\$11,303,238

Your Asset Allocation



- Certificates of Deposit
- Cash & Equivalents
- Money market
- Local Government Investment Pools
- US Government Agencies
- US Treasuries
- Commercial Paper

Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.



City of Killeen

Staff Report

File Number: RS-25-186

Consider a memorandum/resolution awarding RFP 25-38, Contract Generator Acquisition-Maintenance Station 4, to The Brandt Companies, LLC, in the amount of \$837,000.00.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

FROM: Sara Willians, Director of OHSEM

SUBJECT: Contract for Purchase and Install of Generators

BACKGROUND AND FINDINGS:

The EOC/Fire Station 4 Complex-home to Fire Station 4 (FS4), the Emergency Operations Center (EOC), Fire Training Academy, and Support Services-is a vital public safety facility. To ensure continuous operations during power outages, the city proposes acquiring and installing permanent standby generators. These generators will support emergency communications, training, and response functions.

Staff pursued grant funds under the Hazard Mitigation Grant Program from the Federal Emergency Management Agency and was awarded a total of \$709,750 for the two generators with a local cost match of \$135,397.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms with state and local policies.

FINANCIAL IMPACT:

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

The current year expenditure is \$837,000:

- 450 KW Generator Package A for FS4/EOC Building: \$505,000
- 250 KW Generator Package B for Support Services Building: \$332,000

Estimated ongoing maintenance cost is \$16,143 per year.

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

This is a one-time expenditure. The general maintenance of this equipment will be incorporated into the existing generator maintenance contract within the Fire Department's operations budget.

Is this revenue/expenditure budgeted?

Yes, this expenditure is budgeted.

If not, where will the money come from?

N/A

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

Yes, sufficient budget is in the following line items:

- \$512,655 in 300-56315-900-250-925025 Equipment and Machinery (Generator A)
- \$332,492 in 300-56315-900-250-925024 Equipment and Machinery (Generator B)

RECOMMENDATION:

Authorize the City Manager, or their designee, to award RFP 25-38 Contract Generator Acquisition EOC/Station 4 to The Brandt companies, LLC in the amount of \$837,000.00 and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Fire
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Agreement
Grant Documentation
Certificate of Interested Parties
Presentation

Project ID 25-38

Nov 12, 2025

City of Killeen

SUBJECT: Generator Acquisition and Continued Support at Fire Station #4- Rev 4

Thank you for the opportunity to offer our Proposal for the above subject project. Our bid includes the following items related to the installation of the Electrical:

I. DOCUMENTS:

- RFP/Bid Instructions: 25-38
- Drawings: Killeen Fire Station No.4 & EOC Dated 9-26-2023 IFB Project ID 24-11
- Specifications: Killeen Fire Station No.4 EOC/Training Facility Project ID 24-11
- **Brandt has ensured that quoted equipment complies with specifications and drawings for original building that were previously issues as part of Project 24-11. These specifications were more stringent and detailed than those contained in current RFP 25-38. Our proposal complies with both.**

II. SCOPE OF WORK:

1. Provide and install Basis of Design Cummins Generators
2. Provide and install Load banks, ATS and MTS as specified.
3. Installation and final connection of equipment listed above.
4. Commissioning and startup of equipment listed above.
5. Hoisting and rigging required for setting of equipment
6. Provide and install wiring for connection of equipment to building per post bid walk

III. EXCLUSIONS:

1. TERP tax.
2. Sales or Remodel Taxes (exempt).
3. Overtime or afterhours work.
4. Any installation of required conduit, wire, or terminations. All wiring and conduit from building to generators is assumed to be provided by building electrical contractor as part of a separate scope of work. Brandt has included connections and wiring at the generator pad itself. All wiring, conduit and connections to buildings should be existing or completed by others.
5. Installation of the ATS or MTS docking station by others.

AUSTIN

19001 N. Heatherwilde Blvd., Ste. 120
Pflugerville, TX 78660
512.491.9100
TACLA00027367C
TECL 20109
M35506

DALLAS

1728 Briercroft Court
Carrollton, TX 75006
972.395.6000
TACLA00019981C
TECL 20109
M35506

FORT WORTH

5020 Anderson Blvd, Ste. 300
Haltom City, TX 76117
817.626.0033
TACLA00060298C
TECL 20109
M35506

HOUSTON

8848 N Sam Houston Pkwy W., Ste 410
Houston, TX 77064
832.714.3200
TACLA00015221C
TECL 20109
M35506

SAN ANTONIO

6023 Corridor Parkway, Ste. 100
Schertz, TX 78154
210.599.6120
TACLA00021186C
TECL 20109
M35506

WACO

8175 Robinson Industrial Park Blvd., Ste 1
Robinson, TX 76706
254.772.1693
TACLA00024051C
TECL 20109
M35506

6. Mechanical, Electrical or Structural Engineering Services.
7. Bid or Performance Bonds.
8. Coordination, arch-fault, short circuit study or third-party testing.
9. Any work with Controls, interlocks, fire system or Building automation systems.
10. Lightning Protection modifications.
11. Furnish / install of any new electrical services, metering or energy management systems. We are assuming that the capability within the existing gear package to provide the required power
12. Utility company charges or power conditioning.
13. BIM, BIM Coordination, Engineering fees unless specifically noted in "Scope of Work".
14. Energy or Green construction codes, LEED, alt. energy codes or seismic certifications and compliance.
15. BIM or 3D Modeling Coordination.
16. Maintenance, Warranty or repairs to existing equipment.
17. Repairs due to existing Code violations.
- 18. Concrete pad work of any nature. Pads are existing and were poured to match the quoted Cummings equipment**

IV. CLARIFICATIONS:

1. COVID protocols can be added for additional costs, if required.
2. This proposal is based on preliminary engineering design. If final design results in changes to equipment selections or electrical plans additional cost may be incurred.
3. Due to the current volatility in commodity material costs that underlies our pricing, Brandt's proposal will expire 30 days from the date above. After that period, Brandt's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance.
4. Brandt's proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment in order to meet the project schedule.
5. Brandt reserves the right to review and approve all contract conditions as a condition of this proposal offer. Brandt's proposal is an offer expressly conditioned upon the parties reaching mutually-agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
6. Brandt will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Brandt will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually-agreed upon price. If Brandt is directed to proceed and time is of the essence, Brandt will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Brandt's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. Brandt's proposal is expressly conditioned up on the acceptance of this provision and this provision is

incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.

7. Payment Terms: Brandt will invoice 25% upon contract award for procurement of equipment. Remainder to be invoiced as monthly progress billings.

V. PRICING:

Base Electrical:	\$749,000
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Add Alt: Additional Electrical Wiring	\$88,000
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PRICING Breakouts of Above

450KW Generator Package:	Mobilization:	\$18,000
	ATS:	\$18,000
	Generator:	\$340,000
	MTS:	\$10,000
	Rigging:	\$5,000
	Installation Labor:	\$14,000
	Supervision:	\$12,000

Wiring Alternate:	Material:	\$17,000
	Install Labor:	\$38,000
	Supervision:	\$33,000

250KW Generator Package:	Mobilization:	\$2,000
	ATS:	\$12,000
	Generator:	\$290,000
	MTS:	\$9,000
	Rigging:	\$1,000
	Installation Labor:	\$14,000
	Supervision:	\$4,000

Please do not hesitate to call if you need clarification or have any questions. This Estimate is valid for 30 days.

Sincerely,



CODY WETSEL | DIVISION MANAGER- WACO

THE BRANDT COMPANIES, LLC

M 254.252.2472

cody.wetsel@brandt.us | www.brandt.us

Brandt's Proposal is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

1. **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
2. **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.

3. **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
4. **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 7:00 am to 3.30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
5. **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
6. **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed through cancellation date.
7. **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
8. **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the

Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.

9. **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any provision to the contrary herein, Customer and Brandt mutually and expressly waive all claims (including, but not limited to, pass-through claims by Owner or Brandt) against one another for consequential damages regardless of the basis of the claim or the theory of recovery upon which such claim may be based. These damages include, but are not limited to lost revenue and profit, loss of goodwill, loss of use or opportunity, cost of substitute goods, services or facilities and cost of capital, regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
10. **Indemnity.** To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 7-10 ABOVE.
11. **Hazardous Materials.** Brandt shall bear no responsibility or liability for the identification or removal of hazardous waste, chemical or substances existing on or at the job site (including, but not limited to, asbestos) which were not created or brought onto the site by Brandt. Should Brandt discover such hazardous waste, chemicals or substances on or at the site, Brandt shall (without any penalty for associated delay) immediately stop work and notify Customer, who shall have sole and exclusive responsibility for rectifying or remediating the hazardous waste, chemical or substance. Brandt shall not return to work until Customer has provided written confirmation that the hazardous waste, chemical or substance has been removed or remediated and it is safe for Brandt to resume the Work. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER EXPRESSLY AGREES TO INDEMNIFY AND HOLD BRANDT HARMLESS FROM ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH THAT MAY BE BROUGHT AGAINST BRANDT IN CONNECTION WITH THE EXISTENCE OF OR EXPOSURE TO HAZARDOUS WASTE, CHEMICALS OR SUBSTANCES EXISTING AT OR ON THE SITE. THIS INDEMNITY APPLIES REGARDLESS OF THE BASIS FOR THE CLAIM, REGARDLESS OF WHO EMPLOYS THE CLAIMANT AND REGARDLESS OF THE TYPE OF DAMAGES SOUGHT OR BY WHOM SUCH DAMAGES ARE SOUGHT.**
12. **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law

and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.

13. **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
14. **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.
15. **Force Majeure.** Brandt and Customer agree that an extension of time is appropriate if Brandt's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not caused by an act or omission of a Party, which results in a delay in, or total or partial failure of, performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid or limit the impact of the event.
16. **Force Majeure-Definition.** Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages prior to continued use of the facility or continuation of the Work, war and fire or explosions other than from construction equipment or supplies under control of Brandt. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date.

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into by and between the City of Killeen (“City”) and **The Brandt Companies, LLC** (“Contractor”); collectively, the “Parties”.

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

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

Acquisition and Installation of Generator at Fire Station 4; as more thoroughly described in the RFP 25-38 Generator Acquisition & Continued Support at Fire Station # 4, attached hereto and incorporated herein as Exhibit “A” (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate upon completion of the Project, as determined by mutual agreement of both parties confirming that all obligations under this agreement have been fulfilled.

Consideration. Contractor agrees to provide the Services stated above:

_____ at the rate of \$ _____ per hour, for a total amount not to exceed \$ _____ ;

X _____ for the lump sum payment not to exceed \$837,000.00; or

_____ for progress payments in the total amount not to exceed \$ _____ , as detailed in Exhibit A.

Tariff Clause. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that directly affect the cost of goods or services provided under this contract, the following provisions shall apply:

- Notification Requirement: The Contractor shall notify the City in writing within 10 business days upon becoming aware of any such changes. The notification must include:
 - The specific tariff or duty imposed or changed.
 - The effective date of the change.
 - The impact on the cost of the goods or services provided.
 - Supporting documentation, such as official notices or tariff schedules.
- Adjustment Mechanism: Upon receipt of the notification and supporting documentation, the City and the Contractor shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to both parties.
- Maximum Increase Limit: Any price adjustment due to tariff changes shall not exceed 10% of the original contract price.
- Limitations: Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- Response Timeline: A response to the request for adjustment will be prepared by the City within 10 business days of receipt of the request.
- Finality of Determinations: All determinations made by the City regarding tariff-related adjustments are final.

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

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

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

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

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

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

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

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

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

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

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

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

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

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

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

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

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

City

Contractor

Kent Cagle
City Manager

Date

R.Cody
Wetsel

Digitally signed by R.Cody Wetsel
DN: cn=R.Cody Wetsel, c=US,
o=Brandt,
email=Cody.Wetsel@brandt.us
Date: 2025.10.27 15:17:59 -0500

Name: Cody Wetsel

Date

Title: Division Manager

V. Base Electrical:
PRICING: \$749,000
Add Alt: Additional Electrical Wiring
\$88,000
PRICING Breakouts of Above

Generator A		FS4/EOC Bldg.
450KW Generator Package:	Mobilization:	18,000.00
	ATS:	18,000.00
	Generator:	340,000.00
	MTS:	10,000.00
	Rigging:	5,000.00
	Installation Labor:	14,000.00
	Supervision:	12,000.00
Wiring Alternate:	Material:	17,000.00
	Install Labor:	38,000.00
	Supervision:	33,000.00
Generator A Total Cost		505,000.00
Total Budget		512,654.30
Variance		7,654.30
Grant Funds		410,506.11
19.92% Match		102,148.19
Subgrant Amount		512,654.30
Generator B		Support Bldg.
250KW Generator Package:	Mobilization:	2,000.00
	ATS:	12,000.00
	Generator:	290,000.00
	MTS:	9,000.00
	Rigging:	1,000.00
	Installation Labor:	14,000.00
	Supervision:	4,000.00
Wiring Alternate:	Material:	-
	Install Labor:	-
	Supervision:	-
Generator B Total Cost		332,000.00
Total Budget		332,491.95
Variance		491.95
Grant Funds		299,242.76
19.92% Match		33,249.19
Subgrant Amount		332,491.95
Both Generators Cost		837,000.00

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.

Southland Industries
Robinson, TX United States

Certificate Number:
2025-1384769

Date Filed:
11/04/2025

Date Acknowledged:

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

City of Killeen

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

RFP 25-38
Provide and Install Generators for Fire Station #4

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 Cody Wetzel, and my date of birth is 12/26/1990.

My address is 909 Heston Circle, Robinson, Tx, 76706, US.
(city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 4 day of November, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



AWARD RFP 25-38 GENERATOR
ACQUISITION-MAINTENANCE
STATION #4 COMPLEX

RS-25-186

December 2, 2025

Background

2

- The newly built Fire Station #4 Complex consists of 2 buildings and houses:
 - ▣ Fire Station #4
 - ▣ Fire Support Services Division
 - ▣ Homeland Security & Emergency Management
 - ▣ Fire Training Academy
- Designed to incorporate 2 generators to ensure the continuous operation of the complex.

Background

3

- ❑ These generators provide backup power to both structures to include all mechanical and IT infrastructure within the buildings.
- ❑ Staff sought and was awarded 2 grants under FEMA's Hazard Mitigation Grant Program for the purchase and installation of these generators.
- ❑ Multiple unforeseen delays with the grant awards did not allow for the generators to be installed during the original construction of the complex
- ❑ Concrete pads and underground piping were completed during original construction of the complex

Background

4



Procurement Process

5

- ❑ Advertised July 27 - August 3, 2025
 - ▣ Killeen Daily Herald, OpenGov Portal and CivCast
- ❑ Optional pre-bid meeting was held August 26, 2025
 - ▣ 3 contractors in attendance
- ❑ Proposals were opened on September 4, 2025 at 3:00PM
- ❑ Thorough review of each bid was completed by staff from emergency management and public works.

Procurement Process (continued)

6

- ❑ The bids were scored based on:
 - ▣ Price
 - ▣ Ability to complete the project within the grant performance period
 - ▣ Expertise
 - ▣ Availability of resources
- ❑ Staff found that the bid submitted by Brandt meets all the of bid requirements and is the best value for the City of Killeen.

Discussion

7

- The total cost of the acquisition and installation for the two generators, as proposed by Brandt, is \$837,000
 - ▣ Total award / fund match budgeted for this project was \$845,147.00
- The timeline proposed by Brandt is within the performance period of the grant awards.

Fiscal Impact

8

- The cost for the Building A generator is \$505,000.00
 - ▣ grant funds \$404,000.00
 - ▣ grant match city share \$101,000.00

- The grant for the Building B generator is \$332,000.00
 - ▣ grant funds \$298,800.00
 - ▣ grant match city share \$ 33,200.00

Recommendation

9

- Staff recommends the City Council award the contract for the installation of the generators to Brandt, and authorize the City Manager, or designee, be expressly authorized to execute any and all change orders set within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-25-187

Consider a memorandum/resolution entering into an Interlocal Agreement with the Hill Country Transit District to provide for a public transportation system.

DATE: December 2, 2025

TO: City Council

FROM: Kent Cagle, City Manager

SUBJECT: Interlocal Agreement with Hill Country Transit District

BACKGROUND AND FINDINGS:

Texas Government Code, Chapter 791, authorizes local governments to contract for government functions and services to increase efficiency and effectiveness. Hill Country Transit District (HCTD) is a political subdivision of the State of Texas that operates the public transit system known as the HOP. The City of Killeen does not operate its own public transportation system. The cities of Copperas Cove, Harker Heights and Killeen formed into an integral geographic part of the federally established Killeen Urbanized-Zone-Area (UZA) for federal formula funding purposes.

The purpose of the interlocal agreement (ILA) is to provide for a public transportation system to be operated and managed by the Hill Country Transit District within the Killeen UZA for the local government.

The current agreement, approved at the November 5, 2024, City Council Meeting, expires December 31, 2025.

City Council approved funding for the Hill Country Transit District in the FY 2026 Adopted Budget.

THE ALTERNATIVES CONSIDERED:

1. Authorize entering into an Interlocal Agreement with Hill Country Transit District with revisions to the current agreement.
2. Authorize entering into the Interlocal Agreement with Hill Country Transit District as written.

Which alternative is recommended? Why?

City Staff recommends entering into the Interlocal Agreement with Hill Country Transit District as written to provide public transportation services to the Killeen UZA.

CONFORMITY TO CITY POLICY:

The City of Killeen's Financial Management Policy recognizes City Council's ability to approve interlocal agreements authorized by Texas Government Code, Chapter 791, Interlocal Cooperation Contracts.

FINANCIAL IMPACT:

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

\$650,000.00.

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

Recurring

Is this revenue/expenditure budgeted?

Yes, funds are available in the General Fund Non-Departmental account 100-55118-700-705-000000

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:

City Council authorize the City Manager or his designee to execute an Interlocal Agreement with Hill Country Transit District as written to provide public transportation within the Killeen Urbanized-Zone-Area.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Presentation

HILL COUNTRY TRANSIT DISTRICT dba THE HOP

4515 W. U.S. 190
Belton, TX 76513
Phone (254) 933-3700 | FAX (254) 933-3724
www.takethehop.com

INTERLOCAL AGREEMENT – TRANSIT SERVICES

This Interlocal Agreement (ILA) (hereinafter the “Agreement”) is being made between the **Hill Country Transit District** (hereinafter “the HCTD”) and the Local Government of the City of **Killeen**, (hereinafter “the Local Government”), a Texas home rule city, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code 5791.001 et seq. This Agreement includes any addendum between the Local Government and the HCTD that is attached hereto and incorporated herein by reference.

PREAMBLE

WHEREAS, the Local Government historically created an urban transit district (UTD) under Chapter 458 of the Texas Transportation Code and entitled it Hill Country Transit District (the HCTD); and

WHEREAS, the HCTD is a political subdivision under the laws of the State of Texas as defined by Chapter 458 of the Texas Transportation Code and Chapter 791 of the Texas Government Code, under which this Agreement is made, and

WHEREAS, Copperas Cove, Harker Heights, and Killeen further formed into an integral geographic part of the federally established Killeen Urbanized-Zone-Area (“Killeen UZA”), designated as a large UZA for federal formula funding purposes, and

WHEREAS, the HCTD is the designated recipient of both federal and state transportation funds for the Local Government to provide public transportation services within the Killeen UZA; and

WHEREAS, it is the sense of the Local Government that a specialized agency of government should supervise the performance of this agreement and operate and manage the public transportation system (the “system”) for the Local Government; and

WHEREAS, the HCTD is trained and experienced in the operation and management of a public transportation system, has operated the Local Government Urban Transit System

since 1999, and is currently designated under Chapter 458 of the Texas Transportation Code as the sole authorized provider of public transportation services within the Local Government; and

WHEREAS, the Local Government finds that it will increase the efficiency and effectiveness of operations to contract with and designate the HCTD to provide public transportation services; and

WHEREAS, the boundaries of the UZA in effect when this Agreement is adopted may change through growth of the UZA, through expansion or annexation, or through the addition of, or withdrawal of, Local Governmental entities; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act of 1971, as amended and codified in Chapter 791 of the Texas Government Code; and

WHEREAS, the governing body of the Local Government and the HCTD have authorized their undersigned representative to enter into this Agreement; and

WHEREAS, the Bylaws of HCTD require HCTD to enter into an interlocal agreement for transit services before transit services may be provided; and

THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, it is agreed that:

SECTION 1 – PURPOSE

The purpose of this Agreement is to provide for a public transportation system to be operated and managed by the HCTD within the UZA for the Local Government as per the terms and conditions hereinafter set forth.

SECTION 2 – GOVERNANCE

The HCTD shall be exclusively governed by a Board of Directors as set forth in the HCTD By-Laws.

SECTION 3 – RIGHTS AND DUTIES

Contracting and Support Services:

The HCTD may contract with the Local Government for the provision of support services such as fueling stations and for the lease of real property and use of other Local Governments-owned facilities under supplemental agreements. The Local Government may contract with the HCTD for special services that are not included in the day-to-day operations of the system. The HCTD's provision of these special services shall not interfere with or reduce the quality of service offered to the public by the system and cannot violate any federal or state regulations governing the use of state or federally funded transit equipment or operations.

Management and Operation of the System:

1. The HCTD shall provide management services and operate a public transportation system which includes all properties, equipment, facilities, routes, runs, zones, and services designed for such purposes.
2. The HCTD shall employ, furnish, and supervise employees and contract for services with third parties as necessary for the operation of the system.
3. The HCTD shall assume the active direction of the system including transportation, maintenance, schedule preparation, accounting, purchasing and contracting, public relations, and human resources.
4. Management and operation of the system shall be provided at the principal office of the HCTD in Belton, Texas, and such other locations designated by the HCTD Board of Directors.
5. The use of public streets within the geographical service areas of the Local Government shall be subject to the control of such Local Governments and may require the HCTD to comply with ordinances requiring permits and certificates of necessity.

Grants:

The HCTD will apply for grants on behalf of the Local Government of the UZA from the Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) and any other grant source deemed applicable. The HCTD will serve as both the grantee and the designated recipient for the Local Government. The parties will ensure federal and state requirements for substituting the HCTD for the Local Government in this capacity are completed and maintained.

1. The HCTD shall be solely responsible for executing grant agreements and receiving and managing grant funds.
2. The HCTD shall be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the FTA, or TxDOT, or other entity.
3. The HCTD shall comply with all applicable grant laws, regulations, ordinances, rules, guidelines, and requirements of the United States and the State of Texas and the Local Government within which it provides public transportation service.

Contributions to the HCTD:

1. The Local Government may provide local funds through imposed service fees levied by HCTD, or in-kind contributions, to the HCTD for the enhancement of the system. The HCTD may use such local funds as matching funds as allowed by Federal and State law.
2. If any funds or in-kind contributions are provided by a Local Government, said funds or in-kind contributions may be specified by the Local Government to be used to enhance and support the transportation services in the contributing Local Government's geographical area and may further be apportioned to fund mutually agreed upon regional transit services to enhance mobility and access to important destinations outside a specific Local Government's designated boundaries. Funding for regional services shall be

approved on an annual basis as authorized by addendums to this agreement. HCTD shall maintain accounting records that will track how the funds are used to support the public transportation service in the contributing Local Government's geographical area. The Local Government shall have the right to inspect the financial records of the HCTD during regular business hours to assure compliance with this Agreement. Moreover, the HCTD shall comply with the Texas Open Meetings Act and Public Information Act.

3. It is understood that any local share funds shall constitute a current expense of the Local Government during the year in which the contribution is made and shall not be considered or construed as a debt of the Local Government in contravention of a constitutional, statutory, or charter provision.

Specific Powers:

The HCTD shall have the powers to operate the system including but not limited to the authority to contract, to acquire and own real and personal property, and to accept and expend grant funds from governments, legal entities, and individuals.

The HCTD shall not have the power to tax, to obligate Local Governments, to assess Local Governments, or to adopt ordinances, laws, or regulations.

The HCTD shall provide expert management services and efficiently operate, maintain, and own all assets unless stated otherwise herein. The HCTD shall also ensure the system, including all properties, equipment, facilities including but not limited to bus shelters (shelters, signs, benches, pads), routes, and services now or hereafter existing for such purposes.

The HCTD shall employ and supervise employees and contract for services with third party service providers as necessary for such operation of the system. The HCTD shall be responsible for transportation, maintenance, equipment purchase, schedule preparation, routing, accounting, budgeting, purchasing, contracting, human resources, safety and accident prevention, public relations and advertising, customer relations, and security necessary for the efficient operation of the system. The HCTD shall comply with all federal, state, and local laws, regulations, and ordinances that apply to its operation of the system, including those local regulations regarding the use of the Local Government's public streets and right-of-way. It is understood that the HCTD has Policies and Procedures applicable to transit operations, and that they will be made available to the Local Government for review upon request.

Emergency Services:

The transportation service provided by the HCTD in accordance with this section is for emergency evacuation services in a disaster related incident. A disaster is an occurrence such as a tornado, severe storm, flood, high water, fire, explosion, building structural collapse, commercial transportation accident, or other incident that endangers persons that require outside assistance.

The HCTD will provide vehicles and drivers to assist in evacuation of those persons as determined by emergency management administration. The HCTD management will determine the availability of transportation service based on priority of need and contractual requirements for normal service.

The HCTD staff responsibilities will be limited to operating vehicles. At no time will the HCTD staff administer medications.

To request emergency service, or the possibility of emergency services, the HCTD staff can be reached weekdays from 8 AM until 5 PM by calling 254-933-3700 in Belton. For emergency contact after the HCTD normal business hours, please call the Chief Safety Officer at 254-394-3680.

The Local Government will attempt to utilize available private charter providers before requesting assistance from the HCTD.

The Local Government will notify the HCTD, as soon as possible, of the need for emergency evacuation.

The Local Government emergency management administration will determine persons to be evacuated, a safe location to load/unload evacuees, and the destination of those evacuated. The Local Government emergency management administration will record and track evacuee manifests information and provide the HCTD with the number of evacuees transported.

The Local Government will be invoiced for emergency services by the HCTD for transportation on a minimum three (3) hour per-vehicle basis. The per hour charge will be the current HCTD cost per hour rate. The HCTD, at its sole discretion, may consider waiving these costs in catastrophic events that affect a large geographical area or a large number of people.

SECTION 4 – INDEMNIFICATION

To the extent allowed by law, the HCTD shall indemnify the Local Government and hold them harmless from claims, causes of action, damages, attorney fees, costs, suits, or liability. The HCTD shall obtain and maintain industry-standard amounts of insurance sufficient to cover the maximum joint and severable liability (if any) of all parties under the Texas Tort Claims Act (as amended) for all claims, suits, causes of action, damages, attorney fees, and costs, arising out of or related to acts or omissions in the maintenance or operations for the provision of transportation services.

SECTION 5 – INSURANCE

The HCTD shall obtain and maintain industry-standard Workers' Compensation insurance in an amount sufficient to cover the statutory requirements, Commercial (Public) Liability, and

Comprehensive Automobile Liability insurance. The HCTD shall provide certificates of insurance to parties upon request.

SECTION 6 – SERVICE PARAMETERS AND COSTS

1. This section defines the specific service parameters that outline the service area (via a service map), service hours, days of operations, funding sources & uses, and are included as ATTACHMENT A to this Agreement. Each local government unit shall authorize by signature the parameters and funding levels each calendar year. HCTD shall invoice for the local commitment share after October 1st of each year so that the HCTD can provide services prior to the next calendar year of service. Funds must be received by November 30 of each year to ensure continuity of transit services delivery.
2. Funds allocated to HCTD but not spent shall be reserved for each funding partner and can be used for future years.

SECTION 7 – CONFLICT OF INTEREST

3. The HCTD covenants and agrees that it, its officers and employees have no interest or contract and shall not acquire any interest or contract, direct or indirect, which conflicts with the HCTD's efficient, diligent, and faithful performance of the terms of this contract and agreement.
4. This agreement shall not be assigned or transferred by the HCTD without the prior written consent of the Local Government.

SECTION 8 – LEGAL

Legal Liability:

The HCTD is a Political Subdivision of the State of Texas performing a governmental function and service and shall have the immunities and liabilities of a district under the Texas Civil Practices and Remedies Code.

Interruption of Service:

The HCTD shall not be liable to the Local Government for any failure, delay, or interruption of service or for any failure or delay in the performance of any duties and obligations under this Agreement or similar acts beyond the control of the HCTD.

Venue:

The parties agree that in any legal action brought hereunder, venue shall lie in Bell County, Texas.

Choice of Law:

The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the state of Texas.

SECTION 9 – CAPTIONS AND SEVERABILITY

1. The descriptive captions of this Agreement are for informational purposes only and shall not limit nor affect the terms and conditions of the paragraphs.
2. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and if any designated portion is declared invalid, such invalidity shall not affect any remaining portions of this Agreement.

SECTION 10 – TERMINATION AND ASSIGNMENT

Any party at any time may terminate this Agreement or any extension thereof for convenience upon ninety (90) days prior written notice to the other party. Upon termination, all obligations under this Section shall cease and HCTD shall be reimbursed for all reasonable expenses incurred to complete its obligations to the Local Government and other parties to this agreement. This Agreement shall not be assigned or transferred by the HCTD.

SECTION 11 – FORCE MAJEURE

No party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

SECTION 12 – PREVIOUS AGREEMENTS

All previous agreements regarding transportation services between the parties are superseded upon execution of this agreement.

SECTION 13 - ENTIRE AGREEMENT

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement.

SECTION 14 – EFFECTIVE DATE AND TERM

This Agreement shall take effect January 1, 2026, upon execution by the Local Government and the HCTD and shall remain in effect as authorized by the Local Government through approval of annual funding allocations by Federal, State and Local funding sources, and annual approval of service levels by the Local Government Unit as defined in Attachment A on an annual basis.

HCTD services shall be delivered without interruption to the Local Government until such time that the Local Government provides HCTD notice of cancellation at least 90 days prior to the end or service stoppage. HCTD shall commence orderly shutdown of services upon notice and will be reimbursed by the Local Government Unit for all reasonable expenses incurred for services rendered and required activities necessary to provide for orderly shutdown of service and cancellation of contracts.

Attachment A, which dictates annual Service Parameters and Cost/Revenue Assumptions for each Local Government is tied to this base Agreement but is subject to change and therefore shall be subject to annual execution by both the Local Government Unit and the HCTD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

SIGNED AND AGREED TO this _____ day of _____, 2025.

THE LOCAL GOVERNMENT:

For Killeen, TX
Mr. Kent Cagle, City Manager

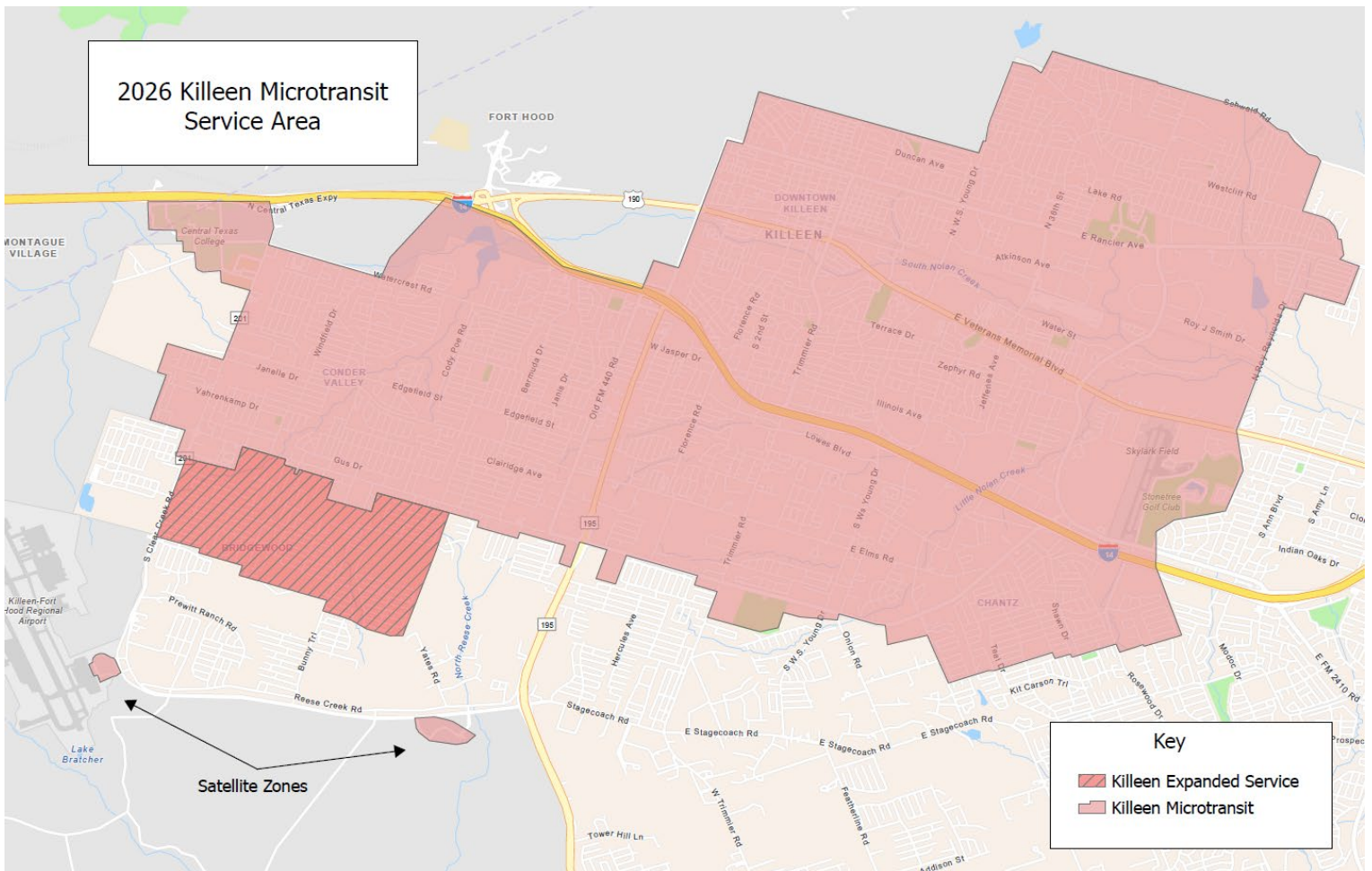
THE HILL COUNTRY TRANSIT DISTRICT

For Hill Country Transit District
Mr. Raymond Suarez, General Manager

ATTACHMENT: A

This attachment A is incorporated into the 2026 Interlocal Agreement Dated _____ by reference in Section 6 and is subject to annual execution by all participating Local Government members and Hill Country Transit District. The following Service Parameters and Cost / Revenue projections for FY2026 are hereby included in the Base ILA.

SERVICE AREA MAP



URBAN INTERLOCAL AGREEMENT - FY2026
SERVICE PARAMETERS AND COSTS/REVENUE

Parameters:	Killeen
Killeen Service Parameters	
Planned Hours of Operation Weekday (Monday - Friday)	6am-8pm
Planned Connector Service from Copperas Cove Through Temple	6:30am-7:30pm To be a shared cost between all Local Governments
Not to Exceed Total Service Hours per Year	34,024
Avg. Targeted Wait Times During Peak Times	30 min.
Avg. Targeted Wait Times During Off-Peak Times	40 min.
Cost and Revenue Assumptions	
Cost:	
Total Projected Costs*	\$ 3,721,784
Revenue:	
Anticipated Fare Box Revenue	\$ 405,281
Anticipated Federal and State Revenue	\$ 2,491,588
Fort Hood Impact Allocation	\$ 174,915
Total Revenue without Local Subsidy	\$ 3,071,784
Local Share:	
Net Required Local Government Subsidy**	\$ 650,000

**Total Costs includes on and off peak Microtransit Services, TNC's, and Commuter Bus allocations*

***HCTD shall invoice Local governments for local share by October 31 annually.*

For Killeen, TX
Mr. Kent Cagle, City Manager

For Hill Country Transit District
Mr. Raymond Suarez, General Manager



ILA WITH HILL COUNTRY TRANSIT DISTRICT FOR HOP SERVICES

RS-25-187

December 2, 2025

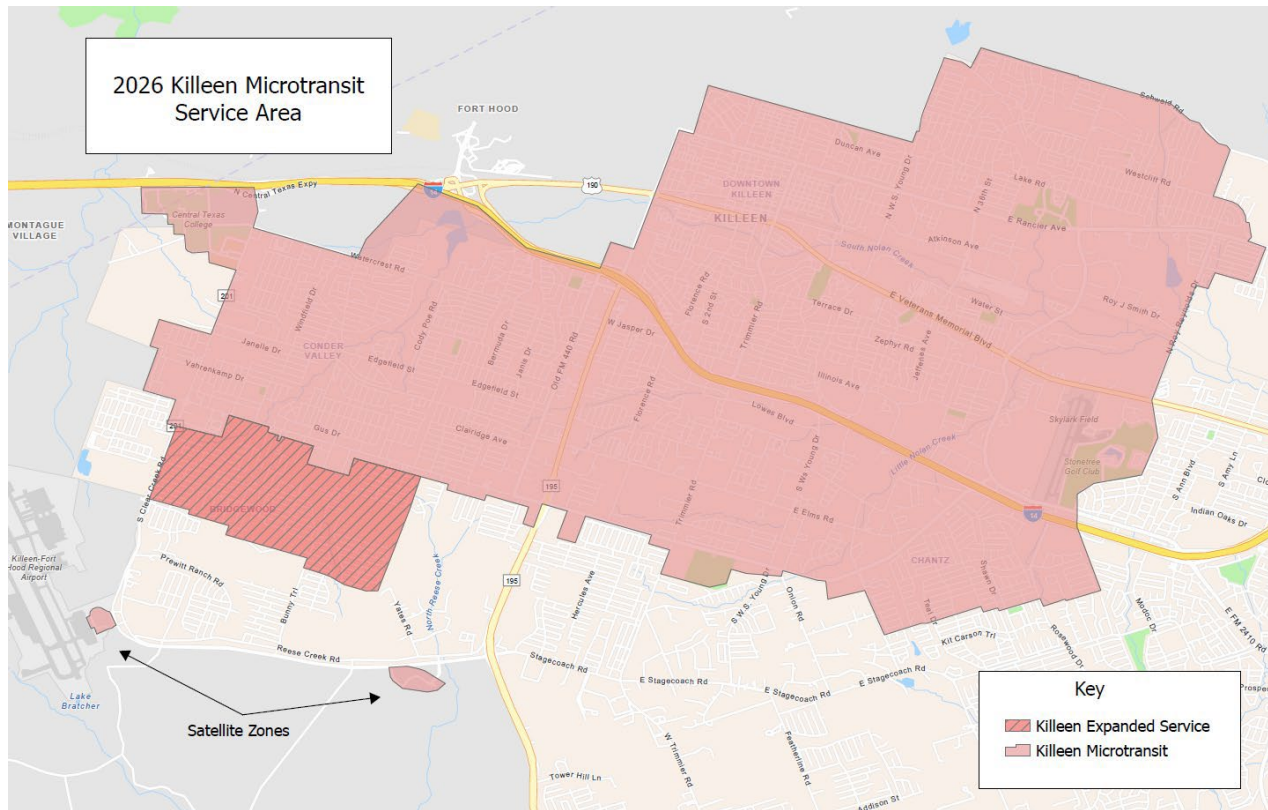
Background

2

- ❑ Texas Government Code, Chapter 791 authorizes local governments to contract for services to increase efficiency and effectiveness
- ❑ The City of Killeen does not operate its own public transportation system
- ❑ Hill Country Transit District (HCTD) is a political subdivision of the State of Texas that operates the public transit system known as the HOP
- ❑ Cities of Copperas Cove, Harker Heights and Killeen entered into Killeen Urbanized-Zone-Area (UZA) for federal formula funding purposes
- ❑ City Council approved funding for the HCTD in the FY 2026 Adopted Budget in the amount of \$650,000
- ❑ Interlocal agreement is needed to provide for a public transportation system to be operated and managed by the Hill Country Transit District within the Killeen UZA

2026 Killeen Microtransit Service Area

3



Recommendation

4

City Council authorize the City Manager or his designee to execute an Interlocal Agreement with Hill Country Transit District to provide public transportation within the Killeen Urbanized-Zone Area



City of Killeen

Staff Report

File Number: RS-25-188

Consider a memorandum/resolution authorizing a professional services agreement with Landscapes Unlimited for the renovation of the golf course irrigation system at Stonetree Golf Club, in the amount of \$2,669,640.29.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

FROM: Laurie Wilson, Assistant City Manager

SUBJECT: Authorizing a Professional Services Agreement with Landscapes Unlimited for renovation of the golf course irrigation system at Stonetree Golf Club

BACKGROUND AND FINDINGS:

City Council authorized the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2025 for capital projects on April 1, 2025, to include Golf Course improvements. The bond funding approved for golf course projects, to include the irrigation system replacement and the bunker renovation, will be supported by golf course revenue. City Staff identified the renovation of the golf course irrigation system as the best golf course improvement project for these funds.

Through the TIPS co-op contract 230201 City Staff received a proposal from Landscapes Unlimited to replace the golf course irrigation system. If approved, the vendor is ready to begin construction in January with the expected completion time of 120 days. In an effort to limit disruption to play, we plan to close 9 holes at a time during construction.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Yes, Landscapes Unlimited is part of co-op contract number TIPS 230201 and exempt from the competitive bidding process.

FINANCIAL IMPACT:

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

\$2,669,640.29

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

One-time

Is this revenue/expenditure budgeted?

The expenditure is budgeted in the following accounts:

Governmental CIP Fund construction account 300-56201-900-300-924006
2025 Certificate of Obligation Fund construction account 307-56201-900-300-924006

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Staff recommends the City Council authorize the City Manager or his designee sign a letter of agreement with Landscapes Unlimited in the amount of \$2,669,640.29 to renovate the golf course irrigation system at Stonetree Golf Club.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
TIPS Contract 23020102
Certificate of Interested Parties
Presentation

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (“City”) and Landscapes Unlimited, LLC (“Contractor”); collectively, the “Parties”.

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

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

Furnish all labor, material, supplies, and services necessary to provide a new 18-hole irrigation system for Stonetree Golf Club as defined in the Proposal and as depicted in the Design Review, both of which are attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 150 days. The above notwithstanding, the termination date of this Agreement may be extended due to delays outside of Contractor’s control (e.g., weather, supply chain issues, etc.) upon the written request by Contractor to City. The decision to approve the additional days is in City’s sole discretion but should not be unreasonably denied.

Consideration. Contractor agrees to provide the Services for the lump sum payment of \$ 2,669,640.29.

Contractor may submit monthly invoices during the term of this Agreement for payment of work already performed. City shall issue payment within 30 days of receipt of this invoice.

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

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

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

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

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

On all policies, except Worker’s Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

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

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

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same. If City terminates this Agreement for convenience, Contractor shall be compensated for all work completed at that time in accordance with this Agreement, plus 15% to cover losses by Contractor resulting from the termination.

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

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

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

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

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

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.

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

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

City

Contractor

Kent Cagle
City Manager

Date



11/21/2025

Name: Tim Hubbard

Date

Title: Vice President, Landscapes Unlimited LLC.

September 15, 2025

PROPOSAL FORM

Irrigation System

Stonetree Golf Club

1600 Stonetree Dr
Killeen, Texas 76543

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I. General

A. Proposal Submittal

1. The undersigned Contractor warrants, by submittal of this Proposal Form, compliance with the Instructions To Contractors and having examined the plans, specifications, related documents and the construction site hereby proposes to furnish all labor, material, supplies and services necessary to provide a complete project in accordance with the contract documents within the time requested and at the prices stated below.
2. The undersigned Contractor further warrants and guarantees the compliance with all material specifications and substitutions specifically approved by written documentation by the Design Consultant and that any and all repair or replacement cost associated with the installation of unauthorized materials shall be to the Contractor's account and shall in no way relieve the Contractor from any obligation accepted by this submittal and other contractual agreements with the Owner.
3. The undersigned Contractor fully accepts all provisions and conditions of the Contract Documents and Drawings.
4. This proposal submittal shall remain valid for thirty (30) days after the bid opening or as required by the Owner.

B. Special Notes

1. **The irrigation proposal is a lump sum proposal** for the complete materials including the TORO/Rain Bird materials and installation of the irrigation system as specified. All materials shown on the Contract Drawings or mentioned in the written specifications shall be included. Due to the diagrammatic nature of the drawings and necessary field adjustments, it is normal for some changes in the routing of pipe and wire or the location of components, such as sprinkler heads and valves to be anticipated. The Contractor shall not seek additional compensation for changes of this nature. However, significant changes in the amount of work, whether addition or reduction, shall be adjusted in accordance with unit proposal items or if not specifically listed in the unit proposals, negotiated with the Owner.
2. The closing of golf holes is restricted to nine (9). Installation will be restricted to the closing of nine (9) holes at any one time.
3. All hole closings and openings shall be with adequate notice and coordination with the Pro Shop and Golf Course Superintendent.
4. The existing irrigation system shall be maintained fully operational except for the holes that are under construction. The Contractor shall coordinate and have approval for the sequence and timing of the abandonment of portions of the existing irrigation system as the installation progresses. In no case, shall portions of the existing irrigation system be disabled without the permission of the Golf Course Superintendent.
5. The installation of a golf hole will not be considered complete until it is fully operational on the central control computer. Hole by hole programming will be required as the installation progresses from hole to hole.

6. Special care in the removal, preservation, re-laying, and rolling of sod along all trenches.
7. Coordination of all construction traffic and routing shall be by the Owner's instructions.
8. The Contractor shall supply and maintain a sufficient number of workers on site for the irrigation installation. The crew shall be balanced with skilled and unskilled workers. Balance of the work force shall mean that in the areas of excavation, piping, electrical, and backfill/clean-up, sufficient labor be dedicated to each area, such that each area progresses at the same speed.
9. The Contractor shall make the connection to the Owner provided pump station discharge pipe. The construction of the wet well and installation of a new pumping station is not in the Irrigation Contractor's scope of work.
10. By prior negotiations and selection, all Rain Bird/TORO materials and distributor support shall be provided by Keeling/PTP.
11. If pipe bedding material is necessary, the Contractor will provide bedding material and place the bedding material at a convenient single location for each golf hole.
12. When there is excavated material not suitable for trench backfill, the Contractor shall place the excavated spoils to a single designated location adjacent to each golf hole. Further handling and disposal of the excavated spoils will be by the Contractor.

C. Removal of Existing Irrigation Components

1. The Contractor shall remove the existing irrigation sprinkler heads, valve boxes, quick couplers, and satellite controllers. The removal of the sprinklers and quick coupler valves shall include the capping of the swing joint. Existing piping and electrical wire are to be abandoned in place. There are approximately 1,000 existing sprinklers and 22 satellites.
2. The Contractor shall place the removed irrigation components at the maintenance shop where directed by the Owner.
3. The Contractor will provide all backfill materials necessary to restore the grade where existing irrigation components are removed. The contractor shall transport the backfill material from the location designated on or near the course by the Owner.

D. Station Verification & Review (Proposal Allowance)

1. The installation of the sprinkler heads will not be considered complete without the field verification by the Owner, or Design Consultant.
2. The Contractor is required to assist the Owner, or Design Consultant in reviewing and confirming the proper head and nozzle types are installed and that the sprinkler identification address and wire connections are in accordance with the as staked installation drawings.
3. The Contractor shall make all head corrections and amendments necessary to conform the installation to the as staked installation drawings.

E. As Built Drawing Development and Mapping Tools (Proposal Allowance)

1. To achieve the desired quality and the desired content of the irrigation as built records and operational maps, the as built development shall be provided by CIPD, LLC with the as-built mapping tools as specified.

2. Mapping Tools submittals shall include the following for the golf course.

- a) 100 scale PDF and one (1) set of wall drawings
- b) 200 scale PDF and one (1) set of wall drawings
- c) Hole by Hole PDF sets; including;
 - (1) Golf Hole Features
 - (2) Central Operation Station ID
 - (3) Feature Area Measurement
 - (4) Sprinkler to Head Yardage

F. Central Computer Programming (Proposal Allowance).

- 1. Full completion of the central programming database for ET base irrigation.
- 2. Flow Management by engineering method of flow allocation by demand

TIPS Contract # 230201

G. Contractor

Identification	<u>Tim Hubbard</u>
Representative's Name	<u>Vice President</u>
Title	
Company Name	<u>Landscapes Unlimited, LLC</u>
Address	<u>1201 Aries Dr</u>
City, State, Zip	<u>Lincoln, NE 68512</u>
(Area Code) Telephone	<u>(402)423-6653</u>

H. Irrigation Contractor's Qualification Statements

All questions on the following pages must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he so desires.

1. When was your company organized? 1976
2. Is your company a corporation? If so, where is it incorporated?
Lincoln, NE
3. List on-going contracts. When are they due to be completed?

4. Have you failed to complete any work awarded to you? If so, where and why.
None
5. Give bank reference: First National Bank of Omaha - Tim Huber (thuber@lockton.com)

I. Similar HDPE Pipe Installation Experience

The following recent projects were completely constructed by our company, staff, or project manager and are currently in operation.

1. HDPE Pipe Installation Reference 1

Course Name _____ Owner _____
Location _____ Contact Person _____
Date Completed _____ Phone (A/C) _____

2. HDPE Pipe Installation Reference 2

Course Name _____ Owner _____
Location _____ Contact Person _____
Date Completed _____ Phone (A/C) _____

3. HDPE Pipe Installation Reference 3

Course Name _____ Owner _____
Location _____ Contact Person _____

Date Completed _____ Phone (A/C) _____

J. Construction Time Window

1. Projected Start Date: January 4, 2026 (pending material delivery timelines)

2. Projected Completion Date: May 15, 2026

K. On-Site Irrigation Project Foreman/Superintendent

Name: To Be Determined

II. Proposal Form

A. Proposal Outline Summary

Item 1 Irrigation System Installation Complete as Specified
Item 2 Mobilization
Item 3 Removal of Existing Sprinkler Heads
Item 4 Station Verification & Review (Allowance)
Item 5 Mapping Tools (Allowance)
Item 6 Full Central Computer Programming (Allowance)

B. Line Item Proposal Amounts

Proposal Items	Description	Proposal Amount Rainbird	Proposal Amount Toro
1	Irrigation System Installation Complete as Specified	\$ _____	\$ <u>2,564,290.29</u>
2	Mobilization (Max. 5% of project)	\$ _____	\$ <u>80,000.00</u>
3	Removal of Existing Sprinkler Heads and Quick Couplers	\$ _____	\$ <u>15,000.00</u>
4	Station Verification & Review (Allowance)	\$ _____	\$6,250.00
5	Mapping Tools (Allowance)	\$ _____	\$1,975.00
6	Full Central Computer Programming (Allowance)	\$ _____	\$1,975.00
	Proposal Amount Column Total	_____	\$ <u>2,669,640.29</u>

III. Unit Proposals

A. Unit Proposal Amounts

1. The items listed below shall be proposal on a per unit basis. The unit proposal shall include all necessary materials and labor to provide an installed unit price. The installation shall be complete in every way. The unit head price shall include pipe, swing joint, fittings, wire, and all other connections or fittings necessary to make the head fully operational.
2. The purpose of the unit proposal is to provide a predetermined amount for establishing the scope of work and the amounts required for additions or subtractions from the lump sum contract amount due to Owner approved adjustments during construction.

B. Numbered Unit Proposal Items

1.	TORO INF54; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 596.00
2.	TORO INF55; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 610.00
3.	Rain Bird A-702/TORO INF34; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 650.00
4.	Rain Bird A-752/TORO INF35; sprinkler head, swing joint, pipe, necessary fittings, wire and all connections	\$ 630.00
5.	Rain Bird/TORO 5RC; quick coupler valve with swing joint, pipe, necessary fittings, wire and all connections	\$ 285.00
6.	Rain Bird/TORO 1.5" remote control valve and necessary fittings and wire connections	\$ 650.00
7.	14" Resilient Seat Cast Iron Isolation Valve	\$ 13,500.00
8.	12" Resilient Seat Cast Iron Isolation Valve	\$ 7,400.00
9.	10" Resilient Seat Cast Iron Isolation Valve	\$ 5,500.00
10.	8" Resilient Seat Cast Iron Isolation Valve	\$ 3,800.00
11.	6" Resilient Seat Cast Iron Isolation Valve	\$ 2,600.00
12.	4" Resilient Seat Cast Iron Isolation Valve	\$ 1,800.00
13.	2" Harco Swivel Valve for HDPE as specified	\$ no bid
14.	2" Polyvalve Ball Valve for HDPE as specified	\$ 550.00
15.	Bermad 1" automatic pressure air release valve	\$ 1,200.00
16.	14" HDPE DR11 pipe per foot	\$ 60.00
17.	12" HDPE DR11 pipe per foot	\$ 45.00
18.	10" HDPE DR11 pipe per foot	\$ 30.00
19.	8" HDPE DR11 pipe per foot	\$ 22.00

20.	6" HDPE DR11 pipe per foot	\$ 12.00
21.	4" HDPE DR11 pipe per foot	\$ 9.00
22.	2" HDPE DR11 pipe per foot	\$ 3.50
23.	Weather Station, grounding, concrete set	\$ 7,500.00
24.	Rain Bird/TORO 72/64 station, Wireless Communication, Satellite, necessary fittings, wire, grounding, connections and concrete set	\$ 11,500.00
25.	Rock Trenching per foot for pipe 6" or less	\$ 45.00
26.	Rock Trenching per foot for pipe 8" or greater	\$ 65.00
27.	Pipe Bedding handling & placement per foot	\$ 25.00
28.	For additional work the Irrigation Contractor will be compensated for extra costs in the amount of the Irrigation Contractor's actual net cost plus a percentage.	\$ 15% (percentage)

IV. Addenda

Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

Addendum No. None Date

Addendum No. Date

Addendum No. Date

v. Proposal Signature

The signature of an authorized individual or corporation is required. Clearly identify the individual by typing the name and title underneath the signature.

Contractor Name or Company Landscapes Unlimited, LLC.
Authorized Signature *Tim Hubbard*
Name (typed) Tim Hubbard
Title (typed) Vice President
Date 11/10/25

Seal - if corporation

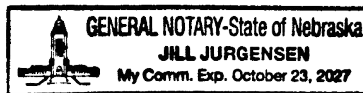
Attest: N/A
(Secretary)

State of Nebraska)
County of Lancaster) ss

Subscribed and sworn to before me this 10th day of
November, 2025

My commission expires: October 23, 2027

Jill Jurgensen
(Notary Public)



IRRIGATION CLARIFICATIONS FOR STONETREE GOLF CLUB

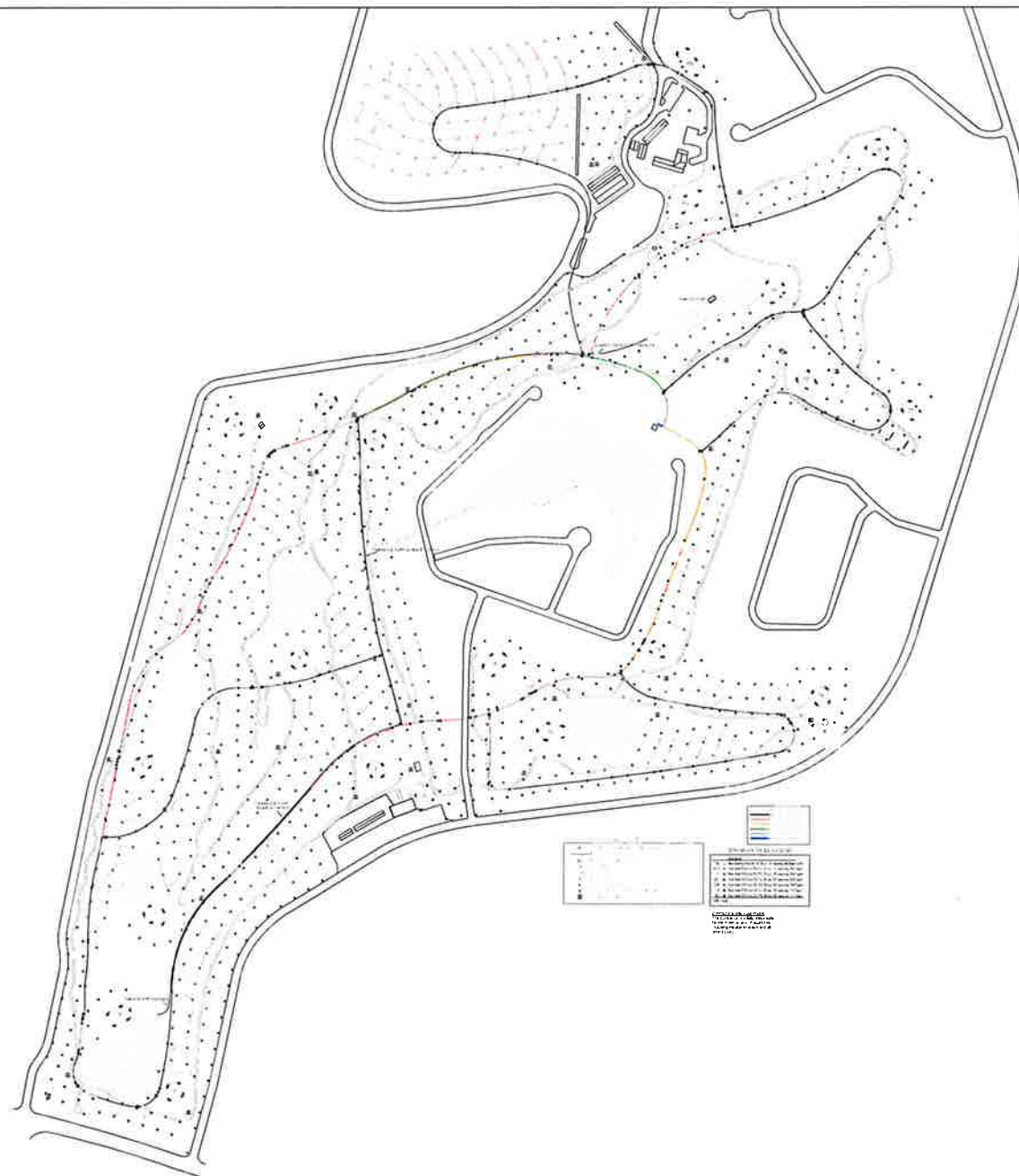
November 5, 2025

Landscapes Unlimited would like to thank you for the opportunity to provide a proposal for Stonetree Golf Club. There are additional assumptions and clarifications that we wish to communicate so that you have a thorough understanding of our approach and what is included in our proposal.

Our proposal is based on the following:

- TIPS Contract # 230201. The 2% TIPS rate is included in this proposal (\$42,605.00).
- Material quantities listed on plans and specifications by Cobb Irrigation Planning and Design dated 9/16/2025 and 9/15/2025 respectively.
- Quotes and pricing as noted below. Any changes that increase project costs shall be reimbursed to the contractor at cost plus contract fee:
 - A diesel price of \$3.25/gallon and a gas price of \$2.75/gallon.
 - A lodging rate of \$1,100 per worker per month.
 - A 0% sales tax on materials.
 - The Consumer Price Index at the time of the bid for any items not listed.
 - Safety protocols mandated by state and local law at the time of bid.
- A mutually agreeable contract.
- Excluding bonding, Builder's Risk and Floater insurance, permitting, inspection fees, surveys, regulatory approvals, engineered plans, or city/county/business licenses.
- Excluding any cost related to substances of an environmental or archeological concern (e.g., asbestos or transite pipe, artifacts).
- Excluding the removal, repair, or remediation of any aquatic flora, fauna, or vegetation.
- Excluding the services of a licensed plumber or electrician, including all work related to the supply and installation of the satellite controllers.
- Excluding prevailing wages or the use of union forces.
- Including removal of existing sprinklers and other irrigation hardware.
- Final programming of the system to be completed by the consultant and/or distributor.
- Including a one-time adjustment of part circle sprinklers after system is charged.
- Owner assisting with the location of existing golf irrigation components. Any non-golf, landscape, or residential irrigation damaged will be repaired on a T&M basis. We will call for utility location but will not be liable for any utilities, private or public, not located.
- Using a Case 960 trencher, a Cat 305 (12,000 lb.), a Cat 308 (18,000 lb.) mini excavator or equivalent for the mainline installation and a Case 960 vibratory plow or 26 rubber track mini excavator for the 2" lateral installation. Any larger equipment, trenchers, rock saws, pneumatic hammers, or blasting would be charged at a negotiated T&M rate.
- Disposing of all excess spoils, including rock and boring mud, on site.
- Bedding being provided by the owner, if required.

- This proposal is considering using the existing Toro Satellite Controllers. By utilizing / upgrading existing satellites as well as incorporating 13 new satellites, this saves a lot of money. This package also includes extending the NSN coverage from 2026 to 2031.
- We have considered in this proposal using new Toro Flex Sprinklers with Surge Guard solenoids for extra lightning protection.
- The plans provided did not have a wire routing page so we considered 30,000 linear feet of #8/2 direct bury power wire to all of the satellites. We are not comfortable using the existing power wire. The correct power wire sizes will need to be calculated by the irrigation designer.
- LU will need 120 working days to complete this system. Our schedule would be to start as soon as possible and be completed within this 120 days.
- This proposal includes sod budget of \$7,500 for damage or need to replace any sod on the new mainline trenches.
- We have a cart path repair budget of \$7,500. This would be used to replace any cart path that needs to be cut for mainline installation.
- This proposal includes \$25,000 for the road bore. Any savings from this amount can be credited back to the club if we find better pricing on the bore under the road. Open cutting the road would save money also.
- This proposal does not include a weather station.
- Rain Bird numbers consider an IC system with Cirrus Pro Central including a weather station. Wire quantities for the IC system include 110,000 linear feet of #14/2 Maxi cable for the sprinklers and 20,000 linear feet of #12/2 Maxi cable for the mainline.



Stonetree Golf Club
Killeen, Texas

IRRIGATION SYSTEM DESIGN REVIEW NEW DRIVING RANGE 80' SPACING LATERAL PIPING W/ VALVES



Golf RUs, LLC TX U22504
Cobb Irrigation Planning & Design
4710 Westfield Pines Dr
Katy, Texas 77449
Tel: 346-213-9684 10/29/25



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



LANDSCAPES
UNLIMITED

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

MARKETING



Print

VENDOR [Landscapes Unlimited LLC](#)

1201 Aries Drive Lincoln NE, 68512

WEBSITE www.landscapesunlimited.com

SERVICE/PRODUCTS DESCRIPTION Golf course construction (new, renovation, and remodel), irrigation, athletic fields (synthetic and natural), landscaping, parks, trails and other recreational development.

CONTRACT: **23010402** Trades, Labor, and Materials (JOC)

End Date: Apr-30-2026 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **23020102** Synthetic Turf or Natural Sports Fields, Grounds, Courts, and Tracks Goods and Services (JOC)

End Date: Apr-30-2026 EDGAR COMPLIANCE: [View Doc.](#)



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.

Landscapes Unlimited
Lincoln, NE United States

Certificate Number:
2025-1392793

Date Filed:
11/24/2025

Date Acknowledged:

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, TX

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

620-001B
Installation of irrigation system at Stonetree Golf Club, Killeen, TX

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hart, Phillip	Lincoln, NE United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is PHILLIP C. HART, and my date of birth is 05-04-1963.

My address is 48 HARBOUR TOWN ST, ARLENE, TX, 75606, TAYLOR
(city) (state) (zip code) (country)

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

Executed in TAYLOR County, State of TEXAS, on the 24 day of Nov, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

LETTER OF AGREEMENT FOR
RENOVATION OF GOLF COURSE
IRRIGATION SYSTEM

RS-25-188

December 2, 2025

Background

2

- April 1, 2025 City Council authorized the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2025 for capital projects to include Golf Course Improvements
- The Bond funding for Golf Course improvements will be supported by golf course revenue.
- These improvements include the bunker renovation project and the irrigation system replacement
- Through TIPS co-op contract (#230201) Landscapes Unlimited submitted a proposal for the irrigation system replacement

Background continued

3

- Landscapes Unlimited Proposal:
 - ▣ Total Cost \$2,669,640.29
 - ▣ Projected start date January 4, 2025
 - ▣ 1 20 day timeline, closing 9 holes at a time

Background continued

4

- The new irrigation system will connect to the re-use water tank approved by Council July 15, 2025 and will allow the course to be irrigated solely by re-use water.
- The re-use tank is currently under construction and will be completed by or before completion of the irrigation system.

Recommendation

5

City Council authorize the City Manager or his designee to sign a letter of agreement with Landscapes Unlimited in the amount of \$2,669,640.29 to renovate the Golf Course Irrigation System.



City of Killeen

Staff Report

File Number: OR-25-015

Consider an ordinance amending Chapters 7, 12, and 31 of the Code of Ordinances by consolidating certain appeals and adjustment boards into a single Board of Adjustment.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Consolidation of various boards of appeal and adjustment

BACKGROUND AND FINDINGS:

The City of Killeen currently has the following citizen boards and commissions:

Zoning Board of Adjustment
Construction Boards and Appeals
Fire Board of Adjustments and Appeals
Aviation Board of Adjustment

State law does not require that the City maintain four separate boards to handle the various matters handled by these boards. On October 21, 2025, City Council directed City Staff to draft an ordinance that would consolidate these four boards into a single Board of Adjustment (BOA).

The proposed amendments establish a BOA and assign those decisions and recommendations, currently assigned to those four boards above, to the BOA. As such, the BOA will hear (i) appeals from any order or decision made by the Building Official, (ii) variance requests, (iii) special exceptions requests, and (iv) dangerous building cases. The BOA will also provide City Council with recommendations as to any future amendments to Chapter 8 of the Code of Ordinances and the adoption of international and national building codes.

The BOA would be made up of nine regular members. The composition of the BOA would consist of four members with training or experience in the construction or building industry, one member with aviation experience, one member with fire suppression or fire prevention experience, and three at large community members. There would also be two at-large alternate members.

THE ALTERNATIVES CONSIDERED:

1. Approve the ordinance as presented;
2. Approve the ordinance with modifications; or

3. Disapprove the ordinance.

Which alternative is recommended? Why?

Approve the amendments as presented. The ordinance amendments satisfy the direction of council by consolidating the four boards.

CONFORMITY TO CITY POLICY:

This item conforms with local and state policies.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that the City Council approve the amendments to Chapters 7, 12, and 31 consolidating the four separate appeals and adjustment boards into a single Board of Adjustment as presented.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Presentation

AN ORDINANCE AMENDING CHAPTERS 7, 12, AND 31 OF THE CITY OF KILLEEN CODE OF ORDINANCES; REPEALING CERTAIN APPEALS AND ADJUSTMENTS BOARDS; CREATING A BOARD OF ADJUSTMENT; 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, 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 Texas Local Government Code;

WHEREAS, the City of Killeen maintains four citizen boards to handle various matters related to variance and special exceptions requests, dangerous buildings, appeals, and recommendations to City Council;

WHEREAS, the City Council finds it to be unnecessary to maintain four different boards to handle these matters; and

WHEREAS, the City Council desires to create a single citizen board to make those decisions and recommendations.

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

SECTION I. That Section 7-59 of the Code of Ordinances, City of Killeen, Texas, is hereby repealed in its entirety and replaced to read as follows:

Sec. 7-59 – Aviation Board of Adjustment

(a) The Board of Adjustment, as created pursuant to Section 31-66 of this Code, shall serve as the Aviation Board of Adjustment for the City of Killeen.

(b) The Board of Adjustment is granted the authority to exercise the following powers:

(1) To hear and decide appeals from any order, requirement, decision or determination made by the building official in the enforcement of this Article.

(2) To hear and decide special exceptions to the terms of this Article upon which such Board of Adjustment under such regulations may be required to pass.

(3) To hear and decide specific variances under this Article.

SECTION II. That Section 12-40 of the Code of Ordinances, City of Killeen, Texas, is hereby amended to read as follows:

Sec. 12-40. - Variance procedures.

- (a) The ~~zoning~~ board of adjustment as established by the city council, pursuant to Chapter 31-66 of this Code, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The ~~zoning~~ board of adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
- (c) Any person aggrieved by the decision of the ~~appeal~~ board of adjustment may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the federal emergency management agency upon request.
- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the national register of historic places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this chapter.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 12-39(b) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this article, the ~~zoning~~ board of adjustments may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) The prerequisites for granting variances under this section shall be as follows:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - a. Showing a good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

- c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (j) Variances may be issued by a community for new construction and substantial improvement and for other development necessary for the conduct of a functionally dependent use provided that:
 - (1) The criteria outlined in (a) through (i) above are met, and
 - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION III. That Chapter 31, Article II, Division 3 of the Code of Ordinances, City of Killeen, Texas, is hereby amended to read as follows:

DIVISION 3. - BOARD OF ADJUSTMENT; APPEALS, VARIANCES, ETC.

Sec. 31-66. - Established.

A board of adjustment is hereby reestablished in accordance with the provisions of V.T.C.A., Local Government Code § 211.008.

Sec. 31-67. - Membership.

The board shall consist of ~~seven~~nine (9) regular members who shall be citizens of the city or of the city's extraterritorial jurisdiction, each to be appointed or reappointed by the mayor and confirmed by the city council, for staggered terms of two (2) years respectively. Four (4) members shall have training or experience in the construction or building industry; one (1) member shall have aviation experience; one (1) member shall have fire suppression or fire prevention experience; At least one (1) member of the board shall be a member of the city planning and zoning commission and his term shall expire at the same time as his term on such commission and three (3) members shall be at-large. Each member of the board shall be removable for just cause by the city council upon written charges ~~and after public hearings~~, or as otherwise provided by this code. Vacancies shall be filled by the city council for the unexpired term of any member whose term becomes vacant. The board shall elect its own chairman, who shall serve

for a period of one (1) year or until a successor is elected. Up to two (2) alternates may be appointed by the mayor and confirmed by the city council who shall serve in the absence of one (1) or more regular members. Alternate members shall be at-large and serve of the same period as the regular members and any vacancies shall be filled in the same manner. Alternate members shall be subject to removal in the same manner as the regular members.

Sec. 31-68. - Meetings.

Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine.

Sec. 31-69. - Hearings.

The hearings of the board of adjustment shall be public. However, the board may go into executive session in accordance with State law. The board shall hear the intervention of any owner of property adjacent to, in the rear of, or across the street from a lot as to which the granting of any building permit is pending, and shall also hear any other parties in interest.

Sec. 31-70. - Rules and regulations.

The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. ~~The board of adjustment shall act by resolution in which six (6) members must concur.~~ The board shall adopt from time to time such additional rules and regulations as it may deem necessary to carry into effect the provisions of this chapter, and shall furnish a copy of the same to the building inspector, all of which rules and regulations shall operate uniformly in all cases. All of its resolutions and orders shall be in accordance therewith.

Sec. 31-71. - Appeals procedure generally.

Appeals may be taken to and before the board of adjustment by any person aggrieved, or by any officer, department, or board of the city. Such appeal shall be made by filing with the office of the board a notice of appeal and specifying the grounds thereof. The office or department from which the appeal is taken shall forthwith transmit to the board of adjustment all of the papers constituting the record upon which the action appealed from was taken. ~~All cases to be heard by the board of adjustment shall always be heard by a minimum number of six (6) members.~~

Sec. 31-72. - Stay of proceedings.

An appeal shall stay all proceedings in furtherance of the action appealed from unless the ~~b~~Building ~~inspector~~Official shall certify to the board of adjustment that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment or by a court of equity, after notice to the officer from whom the appeal is taken and on due cause shown.

Sec. 31-73. - Notice of hearing on appeal.

The board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and shall mail notices of such hearing to the petitioner and to the owners of property lying within two hundred (200) feet of any point of the lot or portion thereof on which a variation is desired, and to all other persons deemed by the board to be affected thereby, such owners and persons being determined according to the current tax rolls of the city and depositing of such written notice in the mail shall be deemed sufficient compliance therewith.

Sec. 31-74. - Decision by board.

The board shall decide the appeal within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the order, requirements, decision, or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the premises, and to that end, shall have all powers of the officer or department from whom the appeal is taken. The concurring vote of ~~six~~ seven (67) members of the board shall be necessary to reverse any order, requirement, decision or determination of the officer or department from which the appeal is taken, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter or to effect any variation in this chapter.

Sec. 31-75. - Subpoena witnesses, etc.

The board shall have the power to subpoena witnesses, administer oaths, and punish for contempt, and may require the production of documents, under such regulations as it may establish.

Sec. 31-76. - Appeals based on error.

The board shall have the power to hear and decide appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the ~~b~~Building ~~inspector~~Official in the enforcement of this chapter.

Sec. 31-77. - Special exceptions.

- (a) The board shall have the power to hear and decide special exceptions to the terms of this chapter upon which the board is required to pass as follows or elsewhere in this chapter, to:
- (1) Permit the erection and use of a building or the use of premises for railroads.
 - (2) Permit a public utility or public service use or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety or general welfare.
 - (3) Permit a transitional use between a business or industrial and a residential district where the side of a lot in district "R-1," "SF-2," or "R-2" abuts upon a lot zoned for business or industrial purposes as follows:
 - a. On a lot in district "R-1" or "SF-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.
 - b. On a lot in district "R-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a four-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.
 - c. Provided, however, that in no case shall any transitional use have a width of more than one hundred (100) feet.
 - (4) Grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of the ordinance from which this article is derived.
 - (5) Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than fifty (50) percent of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use and the primary purpose of continuing the nonconforming use is not to continue a monopoly.
 - (6) Waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.
 - (7) Permit land within three hundred (300) feet of a multifamily dwelling to be improved for the parking spaces required in connection with a multifamily

dwelling, but only when there is positive assurance that such land will be used for such purpose during the existence of the multifamily dwelling.

(8) Determine whether an industry should be permitted within district "M-1," light industrial, and district "M-2," heavy industrial, because of the methods by which it would be operated and because of its effect upon uses within surrounding zoning districts.

(9) Determine in cases of uncertainty the classification of any use not specifically named in this chapter.

(b) The Board shall have the power to hear and decide appeals to staff determinations regarding the construction of unique commercial buildings or custom homes that do not conform to the standards in article VI of this chapter. In considering such request, the board shall consider whether the proposed design meets the intent, if not the letter, of the architectural and site design standards set forth in this chapter.

~~(b)~~(c) Any special exception requested pursuant to this section will only be granted upon the affirmative vote of at least seven (7) concurring members.

Sec. 31-78. - Variances.

Upon the affirmative vote of at least seven (7) concurring members, ~~the~~ the board shall have the power to authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done, including the following:

- (1) Permit a variance in the yard requirements of any district where there are unusual and practical difficulties or unnecessary hardships in the carrying out of these provisions due to an irregular shape of the lot, topographical or other conditions, provided such variance will not seriously affect any adjoining property or the general welfare.
- (2) Authorize upon appeal, whenever a property owner can show that a strict application of the terms of this chapter relating to the use, construction or alteration of buildings or structures or the use of land will impose upon him unusual and practical difficulties or particular hardship, such variances from the strict application of the terms of this chapter as are in harmony with its general purpose and intent, but only when the board is satisfied that a granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a variance from the comprehensive plan as established by this chapter, and at the same time, the surrounding property will be properly protected.

Sec. 31-79. - Administrative approval of minor encroachments.

- (a) This section establishes authority for administrative authorization of certain minor encroachments into zoning setback areas.
- (b) The building official, or his designee, may grant an administrative variance of a building or other permanent improvement encroachment of eight (8) inches or less into a front, side, or rear zoning setback area.
- (c) In order to administratively approve such a variance, the building official must find that the encroachment does not:
 - a. obstruct light, air, movement, or traffic visibility;
 - b. lead to overcrowding of land or undue concentration of population;
 - c. increase fire risk;
 - d. violate a building or safety code; or
 - e. pose any hazards to or hardships upon the public.
- (d) The building official shall refer to the board any request involving an encroachment exceeding eight (8) inches into the required setback.
- (e) A property owner or building may receive only one administrative variance in any 12-month period. Subsequent requests must be reviewed by the board.
- (f) The building official's denial of an administrative variance may be appealed to the board by filing a written notice of appeal within 10 calendar days of the building official's decision.

Sec. 31-80. – Variances to Fire Prevention Code

The board of adjustment shall serve as the city's fire prevention board of adjustment and appeals as provided for in the fire prevention code adopted pursuant to Chapter 11 of this Code. The board shall have those powers enumerated in Section 11-122 of this Code.

Sec. 31-81 – Dangerous Buildings and Construction Standards

The board of adjustment shall serve as the city's board of adjustment and appeals. The board shall have the jurisdiction and those powers enumerated in Chapter 8, Article II, Division, 3 of this Code.

Sec. 31-82 – Aviation Board of Adjustment

The board of adjustment shall serve as the city's aviation board of adjustment. The board shall have those powers enumerated in Section 7-59 of this Code.

Sec. 31-803. - Jurisdiction limited.

The board shall have no authority to change any provisions of this chapter and its jurisdiction is limited to hardship and borderline cases that may arise from time to time.

Sec. 31-8~~14~~. - Administrative fee.

A fee in accordance with the adopted fee schedule shall be paid to the city at the same time any application is made either to the board of adjustment requesting the board to take any action, or to the building official requesting an administrative variance. If an applicant wishes to appeal the building official's denial of an administrative variance, the fee originally paid for the building official's review shall also cover the appeal to the board. The purpose of such fee is to defray the cost to the city for the administration and handling of such requests. The fee is nonrefundable.

Secs. 31-8~~25~~—31-120. - Reserved.

SECTION IV. 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 V. 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 VI. That this ordinance shall take effect on January 1, 2026.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 2nd day of December 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



CREATION OF A SINGLE BOARD OF ADJUSTMENT

OR-25-015

December 2, 2025

Background

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- Currently, the City of Killeen has four citizen boards that hear and decide appeals to building official decisions, variance requests, special exception requests, and dangerous buildings:
 - ▣ Zoning Board of Adjustment
 - ▣ Construction Board of Appeals
 - ▣ Aviation Board of Adjustment
 - ▣ Fire Board of Adjustments and Appeals

Background

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- ❑ In September 2025, the City Council was unable to fill all the positions within the Zoning Board of Adjustment due to low application numbers.
- ❑ State law does not require four separate boards.
- ❑ On October 21, 2025, the City Council directed Staff to bring an amendment to the Code of Ordinances consolidating these boards into a single board.

Board of Adjustment

4

- ❑ The proposed amendments to Chapters 7, 12, and 31 would consolidate the four boards and create a single board of adjustment.
- ❑ The amendments would place the responsibilities of the four current boards under the single “Board of Adjustment.” Corresponding changes to Chapters 8 and 11 are included in the ordinance adopting new construction and fire codes.
- ❑ The new Board of Adjustment would be comprised of 9 members:
 - ▣ 4 members with construction/building experience;
 - ▣ 1 member with aviation experience;
 - ▣ 1 member with fire suppression/prevention experience; and
 - ▣ 3 citizens at-large also have 2 at-large alternate members.

Recommendation

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- Staff recommends that the City Council approve the amendments as presented.



City of Killeen

Staff Report

File Number: OR-25-016

Consider an ordinance amending Killeen Code of Ordinances Chapter 8, Building and Construction Regulations, and Chapter 11, Fire Prevention and Protection, to adopt the 2024 International Code Council Construction Codes, 2024 International Fire Code, 2023 National Electrical Code, and local amendments to Killeen Code of Ordinances Chapters 8, Building and Construction Regulations and Chapter 11, Fire Code.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Executive Director of Development Services

SUBJECT: Adoption of New Construction and Fire Codes

BACKGROUND AND FINDINGS:

New construction codes become available in three-year cycles. By updating and adopting newer building construction and fire codes, the community is afforded safer buildings in which to live and work. Designers and builders have access to newer construction materials and methods and property owners are afforded lower insurance rates due to improved Insurance Services Office (ISO) insurance ratings.

Currently, Killeen is enforcing the 2021 International Construction and Fire Codes and the 2020 National Electrical Code which became effective March 1, 2022.

On October 16, 2025, the Building Inspections staff and the local Killeen Construction Board of Appeals (CBOA) participated in a public meeting to review the significant changes between the existing and proposed new construction codes and proposed changes to Chapter 8 of the Code of Ordinances. On October 16, 2025, after taking comments from attending local builders, the Board voted unanimously to recommend to City Council adoption of the 2024 International Construction Codes, 2023 National Electrical Code, and the proposed amendments to Chapter 8 as presented.

THE ALTERNATIVES CONSIDERED:

1. Approve the adoption of the 2024 International Construction Codes, 2024 International Fire Code, 2023 National Electrical Code and the proposed amendments to Chapter 8 and Chapter 11 as presented, with a suggested effective date of January 1, 2026.
2. Postpone or delay new code adoptions and amendments until the 2028 codes become available (Fall 2028).
3. Make amendments to the changes as presented.

Which alternative is recommended? Why?

Building Inspections and Fire Department staff both recommend adoption of the 2024 International Construction Codes, 2024 International Fire Code, and 2023 National Electrical Code as well as approval of the proposed changes to Chapters 8 and 11 as submitted. The adoption of new codes keeps Killeen up to date with the latest construction codes, and on October 16, 2025, the Killeen Construction Board of Appeals recommended these changes for adoption.

CONFORMITY TO CITY POLICY:

This item conforms to all applicable City Policies.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City staff recommends that City Council adopt the 2024 International Construction Codes, the 2024 International Fire Code, the 2023 National Electrical Code, and the proposed amendments to Chapter 8 and Chapter 11 of the Code of Ordinances as presented

DEPARTMENTAL CLEARANCES:

Development Services
Fire Department
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Summary of Changes
Presentation

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING CHAPTERS 8 AND 11 OF THE CITY OF KILLEEN CODE OF ORDINANCES; ADOPTING THE 2024 INTERNATIONAL CONSTRUCTIONS CODES, THE 2024 INTERNATIONAL FIRE CODE, AND THE 2023 NATIONAL ELECTRICAL CODE; ADOPTING LOCAL AMENDMENTS TO THESE CODES; TERMINATING RELATED BOARDS AND REASSIGNING DUTIES TO A SINGLE BOARD OF ADJUSTMENT; 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, 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 Texas Local Government Code;

WHEREAS, the establishing of minimum regulations governing the construction, maintenance, and use of property, buildings, and structures is essentials to protect the health, safety, and general welfare of the public and property; and

WHEREAS, the City of Killeen desires to provide for the protections and welfare of the citizens of and visitors to the City of Killeen, the most current life safety codes as standards for compliance, and the protections of the life and property located within its jurisdictional boundaries.

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

SECTION I. That Chapter 8 of the Code of Ordinances, City of Killeen, Texas, is hereby amended to read as follows:

CHAPTER 8 BUILDING AND CONSTRUCTION REGULATIONS

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning. Additional terms and definitions are found in the adopted construction codes:

Board shall mean the construction board of appeals of the city as appointed by the city council.

Building official shall mean the officer or other designated authority, or his duly authorized representative, charged with the administration and enforcement of this chapter.

Construction codes shall mean the adopted construction codes and regulations listed within this chapter as amended.

Conveyor car wash shall mean a car wash in which sprays and/or brushes are mounted on stationary arches and spray a vehicle that moves underneath along a conveyor.

Department shall mean the City of Killeen Development Services Department.

Existing shall mean in operation or under construction prior to the effective date of ordinance enacting the applicable section.

Homeowner shall mean person or persons residing in a single-family dwelling that is lawfully recorded as his or her homestead.

In-bay automatic car wash shall mean a car wash in which the vehicle remains stationary within a wash bay while automatic arms move back and forth over the vehicle.

Inspector shall mean an employee of the city duly authorized and charged with the enforcement of this chapter under the direction of the building official.

Mobile car wash shall mean a vehicle or trailer-mounted self-contained washing system with water or detergent solution, storage tank, pumping equipment, hoses, spray wand, and related appurtenances.

New shall mean constructed on or after the effective date of the ordinance enacting the applicable section.

Project shall mean any new construction, addition, alteration, demolition or repair of a building or structure within the City of Killeen, which requires a construction permit.

Positive cutoff device shall mean a device which permits water to flow through it only when an outside force or pressure is applied to it.

Registered contractor shall mean any person lawfully registered with the City and possessing any and all state required licenses, certifications, endorsements and/or registrations required to perform such regulated work who is engaged in a business of installation or altering, by contract, a structure or equipment to whom permits may be issued to. It shall include any authorized person, whether actually doing work or not, and any authorized person who subcontracts to do such work, but does not include bona fide employees employed by such contractor to do or supervise such work.

Registration shall mean the contractor registration by type(s) issued by the city under this chapter.

Registration year shall mean the calendar year, from January first to December thirty-first.

Self-service carwash shall mean a commercial car wash in which the vehicle remains stationary within a wash bay and is washed manually by the customer using high-pressure sprayers and brushes.

Water recycling system shall mean a system of pumps, tanks, and treatment components used to treat and reuse water continuously for a single purpose.

Sec. 8-2. Penalty.

Unless stated otherwise, violations of this chapter shall be punished as provided in section 1-8.

Secs. 8-3—8-10. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. PERMIT FEES

Sec. 8-11. Fees.

- (a) *Fee adjustment.* Permits that have not expired in accordance with section 8-28 below may be extended at no fee. However, an owner of an expired permit may make written request within thirty (30) days after date of expiration to the building official to reinstate said permit and shall be charged a fee of one-half the amount required for a new permit for such work, provided no changes have been made in the original plans and specifications for such work or there have been no applicable code amendments or code revisions made since the original project permit issuance.
- (b) *Penalty.* Where construction is commenced before a permit is obtained, the permit fees shall be doubled.
- (c) *Occupy without a certificate of occupancy.* It shall be an offense for the contractor or the building owner, whether commercial or residential, to allow an owner or tenant of property to occupy a new or remodeled building or space before the contractor obtains a certificate of occupancy. Upon conviction, a person violating this section shall be fined in an amount not less than two hundred fifty dollars (\$250.00), nor more than two thousand dollars (\$2,000.00). For the second or subsequent conviction within a twelve-month period, such person shall be fined not less than five hundred dollars (\$500.00), nor more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate and distinct offense and shall be punishable as such.
- (d) *Fees waived.* Projects for city-owned facilities requiring permits shall be exempt from permit fees. However, contractors shall be responsible for contractor registration, construction trailers and/or other temporary construction structures, failed inspection penalties, or other penalties and fees.
- (e) *Fee refunds.* The building official shall authorize the refund of fees as follows:
 - (1) The full amount of any fee paid hereunder which was erroneously paid or collected.

- (2) Not more than fifty (50) percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.
- (3) Not more than fifty (50) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.
- (4) Once the application has been received and the application technology fee has been collected, the application technology fee shall not be refunded.

The building official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

~~Sec. 8-12. Reserved.~~

Secs. 8-1~~2~~²³—8-20. Reserved.

DIVISION 2. BUILDING ~~AND~~ INSPECTIONS DIVISION

Sec. 8-21. Established.

There is hereby established a department to be called the building ~~and~~ inspections division and the person charged with the administration and enforcement of this chapter shall be known as the building official.

Sec. 8-22. Restrictions on employees.

An inspector or employee connected with the department shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building system, or in the making of plans or of specifications thereof, unless he or she is the owner of such building. Such inspector or employee shall not engage in any other work which is inconsistent with his duties or conflicts with the interests of the department.

Sec. 8-23. Permit required and issuance.

- (a) *Permit required.* Any owner or authorized agent who intends to construct, enlarge, alter, repair, make structural repairs (including foundation repair), move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this chapter, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.
- (b) *Permit issuance.* Construction permits shall only be issued to a registered contractor or to a homeowner as defined in this chapter performing such work with their own hands.

Sec. 8-24. Single permit projects.

Projects with only one permit required shall be issued only to the registered contractor performing such work or to the homeowner as defined in this chapter performing such work with their own hands.

Sec. 8-25. Multi-permit projects.

Projects requiring more than one permit issuance shall be issued to a registered general contractor. The contractor is responsible for all inspections, failed inspection penalties, and any other fees.

Sec. 8-26. Permit application and plan review.

- (a) *Application review time.* Construction permit applications shall be reviewed and either approved or disapproved within 45 calendar days from the date submitted. Such applications shall be submitted on forms through the city online permitting software furnished by the building and inspections division. In addition, the applicant shall provide all necessary technical data sufficient to perform the permit review. The building ~~and~~ inspections division shall provide written notice and reasons why the city is unable to grant the permit application.
- (b) *Project submittals.*
 - (1) Project submittals for the construction of new buildings, additions and other development shall include documents necessary for the review and approval of the proposed land use development, the proposed private and/or public water, sewer and drainage infrastructure to include the proposed connections to all public infrastructure, the proposed connectivity and access to public streets, the proposed landscaping plan, exterior building architectural design elevations, exterior lighting plans for buildings and property, applicable aeronautical and floodplain and drainage details, if required, and all details of the proposed building to include its fire rated construction, building, plumbing, electrical, mechanical, energy and other system requirements for the project.
 - (2) Projects proposing the construction of one or more buildings at the same time will require a separate permit application for each building.

Sec. 8-27. Expired permit application.

Construction permit applications shall expire forty-five (45) calendar days from the date such permit has been either approved and applicable fees remain unpaid or remains disapproved for more than forty-five (45) calendar days. The building official may grant an additional thirty-day extension upon written evidence justifying the delay to complete the permit issuance.

Sec. 8-28. Expired permit.

Construction permits issued shall become invalid because of failure to commence work within one hundred eighty (180) days after the issuance of the permit, when work is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced, or failure to perform substantial amount of work authorized by

such permit within one hundred eighty (180) days after the issuance of the permit, such substantial work will be reviewed based from the project's last recorded inspection date. The building official is authorized to grant one (1) or more extensions of time, for periods not more than one hundred eighty (180) days each. The extension shall be requested by the applicant in writing and justifiable cause demonstrated.

Sec. 8-29. Inspections required.

Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code or of other ordinances of the city. Inspections presuming to give authority to violate or cancel the provisions of this Code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to provide the means for adequate illumination and for the safe access to the work areas to be inspected to include providing ladders installed and make ready for safe means for the inspector to use and shall cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the city shall be liable for any expense entailed in the installation or removal of or replacement of any material required to perform allowan inspection. The city will accept live video inspections to be performed and recorded by using city approved IVR software.

Sec. 8-30. Inspection penalty fees paid.

Inspection penalty fees (re-inspection fees) shall be paid upon notice and before the project's final inspection and/or certificate of occupancy is issued. Contractors or applicants more than thirty (30) days past due on any failed inspection penalty fees shall be suspended from further inspections until the past due amount is paid in full.

Sec. 8-31. Limitations on buildings and structures placed in easements.

Buildings, accessory buildings or structures, ground signs, in-ground swimming pools and storable above ground swimming pools over twenty-four (24) inches in height are prohibited from being placed in public utility easements without prior written approval from the director of public works~~city engineer~~ or his designee. Fences, portable sheds not anchored to a permanent concrete foundation and not more than eighty (80) square feet, and landscaping (excluding trees) may be placed over public utility easements; however, these obstructions are subject to removal by the city or utility provider, at the landowner's sole expense, when access to the easement is necessary for the installation, removal, replacement and/or maintenance of utilities. In addition, no buildings, accessory buildings, ground signs, swimming pools, fences or other objects that may impede the functionality of a drainage easement shall be permitted to encroach into any public drainage easement without prior written approval from the ~~director of public works~~City Engineer, or ~~his~~ designee.

Sec. 8-32. Form check building placement verification required.

For projects involving the construction of new buildings or additions to existing buildings, a form placement verification document, sealed by a Texas Registered

Professional land surveyor, must be submitted for approval at the time the foundation forms are set. The form check verification document shall verify and document that there are no encroachments into the required building setbacks. No foundation related inspections can be performed until the sealed form check verification document has been submitted.

This document may either be a sealed field survey or a sealed written narrative document stating the building placement does not intrude over boundary lines, easements or encroach into building setbacks for its location on the property. In lieu of sealed documents for projects twelve (12) or more inches from such setbacks, the builder can accurately place string lines so the building placement can be verified during inspection.

Secs. 8-33—8-35. Reserved.

DIVISION 3. ~~CONSTRUCTION BOARD OF APPEALS~~BOARD OF ADJUSTMENT

~~Sec. 8-36. Membership.~~

~~(a) There shall be a board to be called the construction board of appeals, which shall consist of seven (7) members as follows:~~

~~(1) An architect.~~

~~(2) An engineer.~~

~~(3) A mechanical contractor.~~

~~(4) A representative from the county health department.~~

~~(5) A general contractor/builder.~~

~~(6) An electrical contractor.~~

~~(7) A plumbing contractor.~~

~~(b) Up to two (2) alternate members with similar qualifications as one of the members listed above may be appointed, who shall serve in the absence of one (1) or more of the regular members.~~

~~(c) Members and alternates shall serve for terms of three (3) years or until their successors are appointed.~~

Sec. 8-~~37~~36. Jurisdiction.

(a) The Board of Adjustment, as created pursuant to Section 31-66 of this Code, ~~construction board of appeals~~ shall hear appeals and requests for variances, as provided in this Cchapter. The board shall have no authority to waive requirements of the construction standards adopted in this chapter. However, the board may consider modifications of the adopted construction standards.

(b) The term "board" or similar term in such construction codes shall mean the ~~construction board of appeals~~Board of Adjustment and all characteristics and duties of such board shall be as provided herein.

- (c) The board shall hold hearings for the revocation or suspension of a holder of contractor's registration as set forth in this chapter.
- (d) The board shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this chapter. A three-fourths majority vote is required to overturn a decision made by the building official.
- (e) The board shall hold hearings regarding dangerous buildings, structures, or building portions and its systems.

~~Sec. 8-38. Quorum.~~

~~Four (4) members of the board shall constitute a quorum. The concurring vote of four (4) members of the board shall be necessary to modify an order of the building official or to vary the application of any provision of the construction codes over which it has jurisdiction.~~

~~Sec. 8-39. Procedures.~~

~~The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this article. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.~~

Sec. 8-~~40~~37. Appeals and hearings.

- (a) *General.* The board shall hear all appeals from the decision of the building official and shall hear all requests for variances from the provisions of this chapter. Such appeals and variances shall be limited to the following situations:
 - (1) When the building official shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in the installation, construction, or alteration of a building, structure, electrical system, plumbing system, gas system, mechanical system, energy conservation system, landscaping requirements, or swimming pool or other system regulated by this chapter; or
 - (2) When appellant claims that the provisions of the construction codes over which the board has jurisdiction do not apply or that any equally good or more desirable form of installation can be employed in a specific case; or
 - (3) When appellant claims that the true intent and meaning of the construction codes or any of the regulations thereunder have been misconstrued or incorrectly interpreted; or
 - (4) When appellant claims any matter related to the securing of a dangerous structure in accordance with the provisions of section 8-390 or emergency; or
 - (5) When a structure is unsecured, dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare. A hearing shall be conducted by the board to determine whether the structure complies with the standards set out in the adopted construction codes in this chapter

and order the repair, rehabilitation, demolition, or removal of the structure if violations exist. The board may also order the structure to be vacated.

- (b) *Notice of appeal.* Notice of appeal shall be in writing and filed with the required application fee within thirty (30) days after the decision is rendered by the building official. Appeals shall be on forms provided by the building official.

Exception: In case of building construction or alteration, plumbing installation, electrical installation, mechanical installation, gas installation or swimming pool construction which, in the opinion of the building official, is unsafe or dangerous, the official may, in his order, limit time for such appeal to a shorter period but never less than ten (10) days.

- (c) *Regulation of unsafe buildings or other structures.* The board shall preside over hearings required by article V of this chapter.

Sec. 8-~~41~~38. Decisions.

- (a) *Appeals.* After a hearing, the board may vary the application of any provision of the construction codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of said codes or public interest, or when, in its opinion, the interpretation of the building official should be modified or reversed, provided the board does not waive requirements of the construction standards adopted in this chapter. However, the board may consider modifications of the adopted construction standards.
- (b) *Action.* The board shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official, or varies the application of any provision of the construction codes over which it has jurisdiction, the building official shall immediately take action in accordance with such decision.
- (c) *Decisions final.* Every decision of the board, pursuant to this Chapter, shall be final, subject to appeal to the district court of the county, provided such appeal is made within thirty (30) days from rendition of such decision.

Sec. 8-~~42~~39. Advisory responsibility.

The board shall submit to the city council such recommendations for the adoption of the construction codes as it may from time to time deem necessary and to establish the minimum requirements to safeguard the public health, safety, and general welfare, and provide safety to life and property from fire and other hazards attributed to the built environment.

Secs. 8-~~4340~~—8-59. Reserved.

ARTICLE III. CONSTRUCTION CONTRACTORS

Sec. 8-60. Required; scope.

- (a) Before any person shall perform, contract to perform, or obtain a permit to perform a construction operation within the city limits for which a permit is required under this chapter, he or she shall first obtain a construction registration issued by the city. This registration does not substitute for any permit required under this chapter, nor does it substitute for any license required under this chapter or under state law.
- (b) Issuance of the registration is conditioned that the person engaged in the construction operation shall faithfully observe all of the ordinances pertaining to this chapter, as now written or as they may hereafter be amended, and shall faithfully observe, as well, any and all state laws governing construction operations performed under this chapter or as they may hereafter be amended; further, that the city shall be indemnified and saved harmless from all claims arising from accidents and any damage of any character whatsoever caused by the negligence of such person engaged in any construction operation, or by any other unfaithful or inadequate work done either by such person, or his agents or employees.
- (c) It shall be unlawful to perform or contract to perform a construction operation within the city limits without first obtaining a construction registration issued by the city as described in this article.
- (d) No construction registration shall be required for a construction operation solely performed by a homeowner in a building owned and occupied by him or her as his or her homestead. Requirements for applicable permits, inspections, and fees remain in effect.

Sec. 8-61. Application for registration; updates.

- (a) Persons shall file an application for a registration with the ~~d~~Department through city online permitting software, on a form provided by the department, giving full name, residence address, name and address of business, phone number, email address, type of construction operation to be performed, proof of state license where required, proof of insurance (as specified below), persons authorized to obtain permits, and such additional information as may be needed for proper guidance of the ~~d~~Department in issuing the registration.
- (b) The registrant shall update the application for registration upon the expansion of types of construction operations, change in persons authorized to obtain permits, or upon addition of state-licensed workers not already recorded on the original application. Such update shall be recorded by the department at no charge to the registrant.
- (c) The registrant shall notify the ~~d~~Department of any change of address, email, or phone number.
- (d) *Types of contractor registrations:*

1. *General contractor.* A responsible person or company to oversee the construction project, ensure that all required permits and fees for ~~the a total~~ project are obtained and to ensure that all required inspections are performed for compliance with the adopted construction codes.
 2. *Electrical contractor.* A responsible person or company that possesses a valid Electrical Contractor license by the Texas Department of Licensing and Regulation (TDLR) to contract and perform electrical work.
 3. *Plumbing contractor.* A person that possesses or a company that employs a Responsible Master Plumber licensed by the Texas State Board of Plumbing Examiners (TSBPE) to contract or perform plumbing work.
 4. *Mechanical contractor.* A person or company lawfully licensed by the Texas Department of Licensing and Regulation (TDLR) to contract and perform mechanical work.
 - ~~5. *Fire sprinkler contractor.* A person or company that employs a person as who is lawfully licensed by the state fire marshal's office as possessing a person with a responsible managing employee (RME) License.~~
 - ~~65. *Sign contractor.* A person or company that permits, installs, repairs or makes changes to all types of signs. Sign contractors and sign companies who requests to permit sign work for or on electrical type signs Such person or company must possess a valid *electrical sign contractor license* issued by the Texas Department of Licensing and Regulation (TDLR) to perform such work. The installation of non-electrical portable signs and/or banners does not require a contractor registration.~~
 - ~~76. *Lawn irrigator contractor.* A person or company that possesses a valid irrigator's license, Landscape Irrigator License issued by the Texas Commission on Environmental Quality (TCEQ).~~
 - ~~87. *Whole house water softener contractor.* A person possessing or a company employing a person who possesses a valid ~~w~~Water ~~t~~Treatment ~~s~~Specialist (WTS), Class ~~2~~II or ~~3~~III license issued by the Texas Commission on Environmental Quality (TCEQ).~~
 - ~~98. *Swimming pool contractor.* A person or company who contracts to install swimming pools and/or hot tubs.~~
- (e) *Contractor types not defined.* Contractor types not listed above shall be considered a general contractor. A person or company may be issued more than one type of registration, as he or she may be qualified. All contractors required to possess state licenses, certifications, endorsements and/or registrations shall provide proof of such in order to permit or work within the city.
- (f) *Insurance requirements.* Any person, firm or corporation seeking to obtain permits required by this code shall have in force a comprehensive general liability insurance policy in a minimum amount of one hundred thousand dollars (\$100,000.00) per occurrence and including coverage for bodily injury and property damage with products liability and completed operations coverage. The certificate

shall include the company name and DBA, if applicable. The insurance coverage shall include a provision that in the event such coverage is cancelled or reduced, the insurance carrier shall notify the building official at least ten (10) days prior to such cancellation or reduction in coverage. Any active permit shall be automatically suspended during any period in which the applicant fails to maintain in effect the required insurance coverage.

Sec. 8-62. Fees.

Fees for registrations, other than registration for electrical, plumbing, and mechanical contractors, shall be paid at time of application. Unless prohibited by state law, contractor registration fees shall be in accordance with the adopted fee schedule, paid per calendar year, renewable each January first.

Sec. 8-63. Issuance or refusal.

The registration required by this article shall be issued or refused in writing not more than ten (10) days after the application has been made. If the registration is refused, the reasons for the refusal shall be given in writing. Nothing in this article shall be interpreted as granting or attempting to grant to any city inspector or employee any discretionary authority to issue a registration or to refuse to issue a registration. Registrations shall be issued to each applicant complying with all applicable state laws and city ordinances, and registrations shall be refused for any applicant failing to comply with all such applicable laws and ordinances.

Sec. 8-64. Restrictions imposed.

The registration issued under this article shall show on its face the restrictions placed thereon by reason of the types of construction operations to be performed, including but not limited to, general, electrical, plumbing or mechanical.

Sec. 8-65. Transfer prohibited.

It shall be unlawful for any person holding a general construction registration to transfer same or to allow the use of same directly or indirectly by any other person for the purpose of obtaining a permit to do any construction operation work herein specified.

Sec. 8-66. Display.

It shall be the duty of any person conducting a registered construction operation in the city to keep his registration in such convenient location so as to be able to present such registration upon the request of the building official or his designated inspector.

Sec. 8-67. Records.

The building official shall establish and maintain records of each registration application and each registration issued. Such records shall be retained in the official records for the period required by the city's retention schedule.

Sec. 8-68. Expiration.

Each registration issued under this article shall expire on the thirty-first day of December following the issuance thereof.

Sec. 8-69. Suspension.

- (a) *Generally.* Any registration issued under this division may be suspended by the board at any time during the life of the registration for any violation by the registrant of the ordinance provisions relating to the registration or the subject matter of the registration, as outlined below. Such suspension may be in addition to any fine imposed.
- (b) *Grounds.* The board may suspend the registration of any registrant for a period of not more than one (1) year, after determining at a proper hearing as set out in this article that the registrant has done any of the following:
 - (1) Taken out a permit in the name of a person authorized to do the work and thereafter permitted a person not authorized by this code to do the work;
 - (2) Tampered with, diverted from, or in any way interfered with the proper action, connection, or registration of any public utility service;
 - (3) Employed any person not licensed as provided in this chapter to do work which requires a license under state law or city ordinance;
 - (4) Permitted an unlawful or fraudulent use of the registration issued under this article;
 - (5) Habitually violated this code, where "habitual" means a registrant who has failed to first obtain the required permits prior to work being performed on two (2) or more projects within a twelve (12) month period;
 - (6) Performed any work that is in violation of this chapter, ~~and then~~ failed or refused to make required inspections and, or failed to make corrections necessary for the work to conform to this chapter, ~~or has~~ failed to pay any permit fees, ~~failed~~ to pay inspection penalties, ~~or failed to pay any~~ other penalties; or
 - (7) Performed any work in violation of any restrictions imposed on a registration issued to him or her.

Sec. 8-70. Procedure and hearing.

- (a) In determining any charges listed for the suspension of a registration issued under this article, the building official shall proceed upon sworn information furnished it by:
 - (1) An official, employee, or inspector of the city; or
 - (2) Any person aggrieved by the action of a registrant in the performance of construction work for which a registration is required by this code.
- (b) Such information shall be in writing and shall be verified by the person familiar with the facts therein charged.

- (c) The building official, if he deems the information sufficient to support further action by the board, shall make a written complaint setting out the charges and shall set a hearing before the board at a specified time and place, and shall cause a copy of the complaint and notice of setting for the hearing to be served upon the licensee by certified mail, return receipt requested, no less than ten (10) days before the date appointed in the notice of setting.
- (d) The registrant may appear in person, or by counsel, at the time and place named in the notice of setting and may make his defense to the charges.
- (e) All such hearings shall be open to the public, as provided under V.T.C.A., Texas Government Code ~~ch.~~Chapter 551 [Texas Open Meetings Act].
- (f) The building official and the city attorney or his designee shall be entitled to present evidence and argument at such hearing. If the registrant fails or refuses to appear, the board may proceed to hear and determine the charges in his absence. The board shall have the power, through its chairman, to administer oaths and to compel the attendance of witnesses before it by subpoena issued over the name of the chairman.
- (g) When the board has completed such hearing and made its decision, it shall cause one (1) copy of its decision to be filed with the building official and one (1) copy to be forwarded to the registrant.

Sec. 8-71. Surrender and return of registration.

Any registration which has been suspended under this article shall be surrendered to and be retained by the building official. At the end of the period of suspension, in the absence of further violations, the surrendered registration shall be returned to the registrant and shall be valid under the provisions of this article. If the period of suspension extends beyond the normal expiration date of the registration, the registrant shall pay all registration fees without proration in order to receive a valid registration to continue construction operations following the suspension period.

Sec. 8-72. Appeals.

- (a) *Scope.* This section shall apply to all appeals from any action by any city officer or employee refusing to issue a registration. (This section shall also apply to appeals from any action by the board suspending a registration.)
- (b) *Appeal to building official.* Any decision made by any employee of the city with a lower rank than building official may be taken to the building official. Such appeal may be taken by filing a written note, notice, or letter with the building official, briefly describing the decision being appealed. The person seeking the appeal must file the note, notice, or letter within ten (10) business days of the date of being notified of the decision from which the appeal is sought. The building official shall provide an opportunity for conference and shall decide the appeal promptly.
- (c) *Appeal to ~~construction board of appeals~~Board of Adjustment.* Any decision made by the building official, whether an original decision or a decision on appeal from an employee's decision, may be appealed to the ~~construction board of appeals~~.

- (d) *Board decisions.* Any person affected by a decision of the board relating to issuance or suspension of a registration shall have a right to file ~~a petition for appeal~~ judicial review within ten (10) business days thereafter ~~for a hearing in district court in accordance with Texas Local Government Code Section 54.039. before the city council. The city council shall set the matter for hearing upon fourteen (14) days' written notice to the aggrieved person and thereupon take testimony, examine the facts of the case, and determine whether the petitioner is entitled to a registration or is subject to suspension of this registration under the provisions of this article.~~

Secs. 8-73—8-179. Reserved.

ARTICLE IV. CONSTRUCTION STANDARDS

DIVISION 1. BUILDING CODE

Sec. 8-180. Adopted.

There is hereby adopted by the city the International Building Code, 2021~~2024~~ Edition, together with Appendices C [Group U—Agricultural Buildings], F [Rodent Proofing], H [Signs], I [Patio Covers], K [Administrative Provisions (Electrical)] and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-181. Amendments.

The following sections of the International Building Code, 2021~~2024~~ Edition, together with Appendices C [Group U—Agricultural Buildings], F [Rodent Proofing], H [Signs], I [Patio Covers], K [Administrative Provisions (Electrical)] and amendments, are hereby amended to read as follows:

- (1) Section 101.1 of the International Building Code, 2021~~2024~~ Edition, is amended to read as follows:

"101.1 Title. These regulations shall be known as the building code of the City of Killeen, Texas, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Building Code, 2021~~2024~~ Edition, is amended to read as follows:

"103.1 Creation of enforcement agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

- (3) Section 105.2 of the International Building Code, 2021~~2024~~ Edition, is amended by deleting Building, item 6 and amending Building, items 1 and 2 to read as follows:

"Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet.
 2. Fences not over 2 feet high."
- (4) Section 107.1 of the International Building Code, 20212024 Edition, is amended to read as follows:

"107.1 ~~Submittal documents~~General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in a digital format with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

1. Group A - assembly occupancies with a design occupant load of 100 or more persons.
2. Group E - educational occupancies with a design occupant load over 50.
3. All group H - hazardous and I - institutional occupancies.
4. Projects that require engineer sealed drawings and details:
 - a. As required by state law.
 - b. Structural repair projects, including foundation repair of slab on grade -structures.
 - c. Masonry columns or walls; retaining walls; all over four (4) feet in overall height.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."

- (5) Section 110 of the International Building Code, 20212024 Edition, is amended by adding subsections 110.7.1, 110.7.2, and 110.7.3 to read as follows:

"110.7.1 *Reinspection*. Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to

the code official for reinspection. A fee shall be paid to the department for each failed inspection.

110.7.2 Subsequent reinspection. Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A fee shall be paid to the department prior to each subsequent failed inspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

110.7.3 Requirements prior to inspections. No inspection for new commercial or new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.
2. Project address number posted and visible from street.
3. Construction worker toilet facilities shall be provided as required in 311.1 of the [20212024](#) IPC."

- (6) Section 113 of the International Building Code, [20212024](#) Edition, is amended by amending the title and section 113.1 to read as follows and by deleting sections 113.2 through 113.4 to read as follows:

"SECTION 113 CONSTRUCTION BOARD OF APPEALSBOARD OF ADJUSTMENT

113.1 General. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall~~In order to~~ hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code,~~there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter.~~ Where board of appeals appears in this code, it shall hereinafter read ~~construction board of appeals~~Board of Adjustment."

- (7) Section ~~114.1~~115 of the International Building Code, [20212024](#) Edition, is amended by adding section ~~114.1.1~~115.5 to read as follows:

"114.1.115.5 Project nuisances. A stop work order may be issued if any of the following occur:

1. Construction litter and debris not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public property or any right-of-way.

2. Project address is not posted or visible from the street or the construction worker toilet facility missing or not in sanitary condition.
 3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."
- (8) Section 406.7.2 of the International Building Code, 2021~~2024~~ Edition, is amended to read as follows:
- "*406.7.2 Canopies.* Canopies under which fuels are dispensed shall have a clear, unobstructed height of not less than 14 feet 0 inches (4,267.2 mm) to the lowest projecting element in the vehicle drive through area. [The remaining section in the code remains in effect and is not amended].
- (9) Chapter 10 of the International Building Code, 2024 Edition, is amended by adding section 1006.3.4.6, Single stairway exit for apartment buildings to read as follows:
- 1006.3.4.6. An apartment building meeting the requirements listed in Texas Government Code Section 214.301(b) is permitted to have a single stairway.
- (10) Chapter 11 of the International Building Code, 2021~~2024~~ Edition, is amended by deleting sections 110~~32~~ through ~~444~~1112 in their entirety, and amending section ~~4401.21102.1~~ to read as follows:
- "~~4401.21102.1 Design.~~ Buildings and facilities shall be designed and constructed ~~to be accessible~~ in accordance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act. Buildings subject to the requirements of the ~~ASTexas Accessibility Standards~~ are described in ~~Administrative Rules of the Texas Department of Licensing and Regulation, Title 16 Texas Administrative Code Section 68.20., Part 4, Chapter 68 Elimination of Architectural Barriers.~~
- Exception:* Buildings regulated under State Law and built-in accordance with State certified plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of this chapter."
- (~~40~~11) Section 1612.3 of the International Building Code, 2021~~2024~~ Edition, is amended to read as follows:
- "*1612.3 Establishment of flood hazard areas.* To establish flood hazard areas, the governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Killeen, effective September 26, 2008" as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section. (REF. Chapter 12 Flood Damage Prevention of the City of Killeen's Code of Ordinances)"

Secs. 8-182—8-185. Reserved.

DIVISION 2. EXISTING BUILDING CODE

Sec. 8-186. Adopted.

There is hereby adopted by the city the International Existing Building Code, ~~2021~~2024 Edition, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-187. Amendments.

The following sections of the International Existing Building Code, ~~2021~~2024 Edition, is hereby amended to read as follows:

- (1) Section 101.1 of the Existing International Building Code, ~~2021~~2024 Edition, is amended to read as follows:

"*101.1 Title.* These regulations shall be known as the ~~E~~existing ~~B~~building ~~C~~ode of the City of Killeen, Texas, hereinafter referred to as 'this code.'"

- (2) Section ~~s~~ 103.1 ~~– 103.3~~ of the Existing International Building Code, ~~2021~~2024 Edition, is amended to read as follows:

"*103.1 Creation of agency.* The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official, hereinafter referred to as 'the building official' or 'the code official.' The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

- (3) Section 105.2 of the International Existing Building Code, ~~2021~~2024 Edition, is amended by deleting Building, items 1 and 5.

- (4) Section 106.1 of the International Existing Building Code, ~~2021~~2024 Edition, is amended to read as follows:

"*106.1 Submittal documents.* Construction documents, special inspection and structural observation programs, and other data shall be submitted in a digital format with each application for a permit. The construction documents shall be prepared by a registered design professional where required by statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

1. Group A - assembly occupancies with a design occupant load of 100 or more persons.

2. Group E - educational occupancies with a design occupant load over 50 persons.
3. All Group H - hazardous occupancies and I - institutional occupancies.
4. Projects that require engineer sealed drawings and details:
 - a. As required by state law.
 - b. Structural repair projects, including foundation slab on grade repair.
 - c. Masonry columns or walls; retaining walls; all over four (4) feet in height.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."

- (5) Section 109.6 of the International Building Code, 20212024 Edition, is amended by adding subsections 109.6.1, 109.6.2, and 109.6.3 to read as follows:

"109.6.1 Reinspection. Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for failed reinspection. A fee shall be paid to the department for each failed inspection.

109.6.2 Subsequent reinspection. Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

109.6.3 Requirements prior to inspections. No inspection for new commercial or new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.
2. Project address number posted and visible from street.
3. Construction worker toilet facilities shall be provided as required in 311.1 of the 20212024 IPC."

- (6) Section 112 of the International Existing Building Code, 2021~~2024~~ Edition, is amended by amending the title and section 112.1 to read as follows and by deleting sections R112.2 through R112.4~~to read as follows:~~

"SECTION 112 ~~CONSTRUCTION BOARD OF APPEALS~~BOARD OF ADJUSTMENT

112.1 General. ~~In order to~~The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, ~~there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter.~~ Where board of appeals appears in this code, it shall hereinafter read ~~construction board of appeals~~Board of Adjustment."

- (7) Section ~~114.1~~114 of the International Existing Building Code, 2021~~2024~~ Edition, is amended by adding section ~~114.1.4~~114.5 to read as follows:

"~~114.1.1~~114.5 Project nuisances. A stop work order may be issued if any of the following occur:

1. Litter not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public right-of-way.
2. Project address is not posted or visible from the street or the construction worker toilet facility missing or not in sanitary condition.
3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."

- (8) Section 110.1 of the Existing International Building Code, 2021~~2024~~ Edition, is amended by adding sections 110.1.2 and 110.1.3 to read as follows:

"110.1.2 Change in tenancy. It shall be unlawful to make a change in tenancy of any existing commercial use building, business lease space including an apartment complex business office without first making application for and obtaining approval for a certificate of occupancy.

110.1.3 Nontransferable. Once issued, a property used for a business activity, its certificate of occupancy is not transferable to another owner, person, business or property."

Secs. 8-188—8-189. Reserved.

DIVISION 3. RESIDENTIAL CODE

Sec. 8-190. Same—Adopted.

There is hereby adopted by the city the International Residential Code for One- and Two-Family Dwellings, 2021~~2024~~ Edition, together with Appendices AACA [Sizing and

Capacities of Gas Piping], [ABCE](#) [Sizing of Venting Systems], [AGCB](#) [Exit Terminals of Mechanical Draft and Direct-vent Venting Systems], [ADCC](#) [Recommended Procedure for Safety Inspection of an Existing Appliance Installation], [AEBA](#) [Manufactured Housing -used as Dwellings], [AFBE](#) [Radon Control Methods], [AGCD](#) [Piping Standards for Various Applications], [AHBF](#) [Patio Covers], [AJBO](#) [Existing Buildings and Structures], [AKBG](#) [Sound Transmission], [AMBD](#) [Home Day Care], [ANCE](#) [Venting Methods], [AOBH](#) [Automatic Vehicular Gates], AP [Sizing of Water Piping], [AQBB](#) [Tiny Houses], [ATNB](#) [Solar-Ready Provisions], [BM](#) [3D-Printed Building Construction], [BA](#) [Manufactured Housing Used as Dwellings], [BB](#) [Tiny Houses], [BC](#) [Accessory Dwelling Units], [BD](#) [Home Day Care – R3 Occupancy], [BF](#) [Patio Covers], [BG](#) [Sound Transmission], [BH](#) [Automatic Vehicular Gates], [BM](#) [3D-Printed Building Construction], [BN](#) [Extended Plate Wall Construction], [BO](#) [Existing Buildings and Structures], [CA](#) [Sizing and Capacities of Gas Piping], [CB](#) [Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents], [CC](#) [Recommended Procedure for Safety Inspection of an Existing Appliance Installation], [CD](#) [Piping Standards for Various Applications], [CE](#) [Venting Methods], [CF](#) [Sizing of Water Piping System], -and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-191. Same—Amendments.

The following sections of the International Residential Code for One- and Two-Family Dwellings, [2021/2024](#) Edition and amendments, are hereby amended to read as follows:

- (1) Section R101.1 of the International Residential Code for One- and Two-Family Dwellings, [2021/2024](#) Edition, is amended to read as follows:

“R101.1 Title. These provisions shall be known as the ~~r~~Residential ~~e~~Code for One- and Two-Family Dwellings, of the City of Killeen, hereinafter referred to as ~~“this code.”~~”

- (2) Section R105.1 of the International Residential Code for One- and Two-Family Dwellings, [2021/2024](#) Edition, is amended by adding Section R105.1.1 to read as follows:

“R105.1.1 Structural Repairs. A permit is required to perform structural repairs to buildings covered by this code including foundation repair projects.”

- (3) Section R105.2 of the International Residential Code for One- and Two-Family Dwellings, [2021/2024](#) Edition, is amended by deleting Building, items 5 and 10 and amending Building, items 1 and 2 to read as follows:

“Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet (3.71 m²).
2. Fences not over 2 feet high.”

- (4) Section R106.1 of the International Residential Code for One- and Two-Family Dwellings, 20212024 Edition, is amended by adding Section ~~R105.1.1~~R106.1.1.1 to read as follows:

~~"R106.1~~R106.1.1.1 *Submittal Documents*. Engineered documents are required to perform structural repairs or structural changes to buildings covered by this code to include foundation slab repair projects; ~~consisting of but not limited to~~including masonry or concrete columns or walls or retaining walls, all over four (4) feet in height."

- (5) Section R109.4 of the International Residential Code for One- and Two-Family Dwellings, 2021 Edition, is amended by adding subsections R109.4.1, R109.4.2, and R109.4.3 to read as follows:

R109.4.1 Reinspection. Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for reinspection. A failed inspection fee shall be paid to the department for each failed inspection.

R109.4.2 Subsequent reinspection. Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

R109.4.3 Requirements prior to inspections. No inspection for new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.
2. Project address number posted and visible from street.
3. Construction worker toilet facilities shall be provided as required in R306.5 of the 20212024 IRC."

- (6) Section R112 of the International Residential Code for One- and Two-Family Dwellings, 20212024 Edition, is amended by amending the title and section R112.1, to read as follows and by deleting sections R112.2 through R112.4 ~~to read as follows~~:

"SECTION R112 ~~CONSTRUCTION BOARD OF APPEALS~~BOARD OF ADJUSTMENT

R112.1 General. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall~~In order to~~ hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, ~~there~~

~~shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter.~~ Where board of appeals appears in this code, it shall hereinafter read ~~construction board of appeals~~Board of Adjustment."

- (7) Section 114.1 of the International Residential Code for One and Two-Family Dwellings, 2021~~2024~~ Edition, is amended by adding section 114.1.2 to read as follows:

"114.1.2 *Project nuisances*. A stop work order may be issued if any of the following occur:

1. Litter not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public property or right-of-way.
2. Project address is not posted or visible from the street or the construction worker toilet missing or not in sanitary condition.
3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."

- (8) Section R301.2 of the International Residential Code for One-and Two-Family Dwellings, 2021~~2024~~ Edition, is amended by inserting the appropriate design criteria in Table R301.2~~(1)~~ as follows:

Ground Snow Load	Wind Speed ^d (mph)	Seismic Design Category ^f
5 lb/ft ²	115 (3-sec-gust)	A

Subject to damage from

Weathering ^a	Frost line depth ^b	Termite ^c	Decay ^d	Winter Design Temp ^f	Flood Hazards ^g
Moderate	4"	Moderate to heavy	Slight to moderate	26° F	Local code

- (9) Section ~~R326~~R306 of the International Residential Code for One- and Two-Family Dwellings, 2021~~2024~~ Edition, is amended by adding section ~~306-5~~R326.5 to read as follows:

"~~R306-5~~R326.5 *Toilet facilities for workers*. Each contractor shall provide toilet facilities for construction workers and such facilities shall be maintained in a sanitary condition. Construction worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. The path of travel to required facilities shall not exceed a distance of 150 feet (45.5 m)."

- (10) Section ~~R313-2~~R309.2 of the International Residential Code for One-and Two-Family Dwellings, 2021~~2024~~ Edition, is amended by deleting section 313.2

One- and two-family dwellings automatic fire sprinkler systems in its entirety; in accordance with Texas ~~Occupational~~ Code section 1301.55(i).

~~(11) Chapters 34 through 4043 of the International Residential Code for One- and Two-Family Dwellings, 2021 Edition [Electrical Requirements], are amended by deleting them in their entirety.~~

Secs. 8-192—8-209. Reserved.

DIVISION 4. ELECTRICAL CODE

Subdivision 1. Code Adoption

Sec. 8-210. Adopted.

There is hereby adopted by the city the National Electrical Code (NFPA 70), ~~2020~~2023 Edition, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-211. Amendments.

Section 80.15, Annex H of the National Fire Code, 2023 Edition, is amended by amending Section 80.15(A) to read as follows and by deleting Sections 80.15(B) through 80.15(D):

(1) “(A): Board of Adjustment. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. Where “electrical board” or “board” appears in this code, it shall hereinafter read Board of Adjustment.”

Secs. 8-21~~12~~—8-219. Reserved.

Subdivision 2. Additional Local Requirements

Sec. 8-220. General installation requirements for residential and commercial buildings and structures.

- (a) All electrical construction and all materials and appliances used in connection with the installation, maintenance, and operation of electrical wiring, apparatus, or equipment for the utilization of electrical energy for light, heat or power shall conform to the rules and regulations of this section, the adopted electrical code, and in harmony with the electrical service guidelines of the local electrical utility provider.
- (b) *Abandoned wiring.* Whenever new wiring is replacing old wiring, the old wiring shall be completely removed where possible. Abandoned wiring that cannot be removed shall be rendered unusable for future use before final approval shall be given for the new wiring.

- (c) *Additions to existing wiring.* Where additions or extensions are made, and part of the existing wiring remains in use, and if defects exist in same, the existing wiring must be corrected and shall meet standards for new work.
- (d) *Electrical service upgrade required.* The electrical service shall be upgraded on a structure when electrical power is disconnected for any of the following conditions:
 - (1) Dangerous or unsafe electrical hazards;
 - (2) Substantial damage to electrical service over fifty percent (50%); or
 - (3) Loss of electrical power for a period of one (1) year or longer.
- (e) *Electrical system upgrade required (total rewire).* The electrical system shall be upgraded on a structure when any of the following occur:
 - (1) Dangerous or unsafe electrical hazards.
 - (2) Substantial damage to electrical system over fifty percent (50%).
 - (3) Building Change of use from residential use to commercial use. For the purpose of this section, apartment dwellings are considered residential use and hotel/motel structures are considered commercial use.
- (f) *Service masts as supports.* In addition to the requirements in the NEC, section 230-28, all service masts installed as support for service-drop conductors shall meet the following:
 - (1) Service conduit extending through the roof and used for a service support shall be sealed at the roof with an approved flashing and extend a minimum of thirty of thirty-six (36) inches above the roof. Such service conduit shall be anchored just before entering the roof.
 - ~~(2) A minimum size of two (2) inches rigid conduit shall be used for service mast. E.M.T. or I.M.C are not acceptable for service masts supports.~~
- (g) *Services—General.* In addition to the requirements in the NEC, Section 230, all services installed shall meet the following:
 - (1) All entrance service conductors shall be enclosed in galvanized conduit or electrical metallic tubing. A minimum of one and one-quarter inch (1-1/4") conduit shall be used for service other than for service masts.
 - (2) Length of outside service wire extension beyond service weatherhead shall not be less than (1) one foot.
 - (3) Unless otherwise allowed in Section 230 of the adopted NEC, tenant or lease space buildings shall have only (1) electrical service meter allowed for each individual tenant space.
 - (4) Reconfigured tenant spaces that combine the interior spaces, through interior openings, doors, or other access points, of two or more originally separate tenant spaces in order to serve one (1) tenant exclusively shall be required to remove all but one (1) electrical service meter.

~~(h) *Electrical metallic tubing installation.* Electrical metallic tubing shall not be permitted for direct burial in earth or installed in or under concrete on grade or below grade. (REF. NEC Article 348-10 Uses Permitted.)~~

~~(i)~~(h) *Main disconnects.* Service entrance conductors hereafter installed on all buildings, shall require a single main disconnect or manual shunt-trip device located outside the building or structure. When a remote shunt-trip button is installed, it shall be located on the exterior of the building or structure and shall have a visual indication that the service has been disconnected when the trip has been activated. The shunt-trip button shall be in a sturdy, exterior cabinet that can be secured with a padlock. The cabinet shall be permanently marked on the exterior, stating "shunt-trip disconnect."

~~Sec. 8-221. Reserved.~~

Sec. 8-22~~1~~¹². Additional commercial requirements for hotel, motel, and other non-residential use buildings or structures.

~~(a) *Wiring requirements.* All electrical wiring installed in nonresidential buildings and dwelling buildings over three (3) stories tall shall be installed with code approved conduit materials and methods. Non-metallic sheathed cable (Romex type wire) shall not be used.~~

~~(a)~~^b *Receptacle requirements.* Receptacles and switches in commercial buildings shall be rated a minimum of twenty (20) ampere.

~~(b)~~^e *Minimum building service.* Except for small unoccupied buildings and structures such as ATM booths, billboards, and similar uses all nonresidential buildings shall have a minimum of a two hundred (200) ampere service.

Secs. 8-~~223~~²²²—8-239. Reserved.

DIVISION 5. PLUMBING CODE

Sec. 8-240. Adopted.

There is hereby adopted by the city the International Plumbing Code, ~~2021~~²⁰²⁴ Edition, together with Appendices B (Rates of Rainfall for Various Cities, C (Structural Safety), D (Degree Day and Design Temperatures, and E (Sizing of Water Pipe System) and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-241. Amendments.

The following sections of the International Plumbing Code, ~~2021~~²⁰²⁴ Edition, together with Appendices B, C, D and E, and amendments, are hereby amended to read as follows:

- (1) Section 101.1 of the International Plumbing Code, ~~2021~~²⁰²⁴ Edition, is amended to read as follows:

"101.1 Title. These regulations shall be known as the plumbing code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Plumbing Code, ~~2021~~2024 Edition, is amended to read as follows:

"103.1 *Creation of agency.* The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official, hereinafter referred to as 'the building official' or 'the code official.' The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

- (3) Section 112 of the International Plumbing Code, 2024 Edition, is amended by amending Section 112.1 to read as follows and by deleting Sections 112.2 through 112.4:

"112.1: *Board of Adjustment.* The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. Where board of appeals appears in this code, it shall hereinafter read Board of Adjustment."

- (4) Section 113.1 of the International Plumbing Code, 2024 Edition, is amended to read as follows:

"113.1: *Membership of the Board.* The membership of the board is as established in Section 31-67 of the Code of Ordinances, City of Killeen."

- ~~(53)~~ Section 305.4.1 of the International Plumbing Code, ~~2021~~2024 Edition, is amended to read as follows:

"305.4.1 *Building Sewers.* Building sewers that connect to private sewage systems shall be a minimum of 6 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches below grade."

- ~~(64)~~ Section ~~903.1~~903.1.1 of the International Plumbing Code, 2021 Edition, is amended to read as follows:

~~"903.1~~903.1.1 *Roof extension.* Open vent pipes that extend through a roof shall be terminated at least 6 inches (152 mm) above the roof."

Sec. 8-242. Water conservation.

(a) Car washes.

- (1) The Executive Director of the Department, or designee, shall develop and implement an annual certification program that shall ensure that all car washes comply with the requirements of this section.
- (2) New conveyer and in-bay automatic car washes must be equipped with and utilize a water recycling system that reuses a minimum of fifty (50) percent of water from previous vehicle rinses in subsequent washes.

- (3) Any existing conveyer or in-bay automatic car wash that is equipped with a water recycling system, as of the effective date of this section, shall use the water recycling system and reuse a minimum of fifty (50) percent of water from previous vehicle rinses in subsequent washes.
 - (4) New conveyer systems shall not use more than thirty-five (35) gallons of water per vehicle.
 - (5) New in-bay automatic car washes shall use no more than forty-five (45) gallons of water per vehicle.
 - (6) New self-service car washes shall utilize positive cutoff device spray wands with a flow rate of no more than three (3) gallons of water per minute.
 - (7) New and existing car washes owners shall ensure that no water leaks are present in the vehicle washing equipment.
- (b) *Enforcement.* Pursuant to section 8-2, any person violating any provision of this section is subject to a fine as provided in section 1-8. Each day any violation of this section shall continue shall constitute a separate offense.

Secs. 8-243—8-259. Reserved.

DIVISION 6. FUEL GAS CODE

Sec. 8-260. Adopted.

There is hereby adopted by the city the International Fuel Gas Code, ~~2021~~2024 Edition, together with Appendix A (Sizing and Capacities of Gas Piping), B (Sizing of Vent Systems), C (~~Exit Terminations~~), ~~D~~ (Recommended Procedures for Safety Inspections) and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-261. Amendments.

The following sections of the International Fuel Gas Code, ~~2021~~2024 Edition, are hereby amended to read as follows:

- (1) Section 101.1 of the International Fuel Gas Code, ~~2021~~2024 Edition, is amended to read as follows:

"101.1 *Title.* These regulations shall be known as the fuel gas code of the City of Killeen, hereinafter referred to as "this code."
- (2) Section 103.1 of the International Fuel Gas Code, ~~2021~~2024 Edition, is amended to read as follows:

"103.1 *Creation of agency.* The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official, hereinafter referred to as 'the building official' or 'the code official.' The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

(3) Section 112 of the International Fuel Gas Code, 2024 Edition, is amended by amending Section 112.1 to read as follows and by deleting Sections 112.2 through 112.4:

112.1: Board of Adjustment. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. Where board of appeals appears in this code, it shall hereinafter read Board of Adjustment."

Secs. 8-262—8-279. Reserved.

DIVISION 7. MECHANICAL CODE

Sec. 8-280. Adopted.

There is hereby adopted by the city the International Mechanical Code, ~~2021~~2024 Edition, together with Appendix A (Chimney Connector Pass-Throughs), and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-281. Amendments.

The following sections of the International Mechanical Code, ~~2021~~2024 Edition, are hereby amended to read as follows:

- (1) Section 101.1 of the International Mechanical Code, ~~2018~~2024 Edition, is amended to read as follows:

"101.1 Title. These regulations shall be known as the mechanical code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Mechanical Code, ~~2021~~2024 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official, hereinafter referred to as 'the building official' or 'the code official.' The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

- (3) Section 112 of the International Mechanical Code, 2024 Edition, is amended by amending Section 112.1 to read as follows and by deleting Sections 112.2 through 112.4:

"112.1: Board of Adjustment. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. Where

board of appeals appears in this code, it shall hereinafter read Board of Adjustment."

- (4) Section 113 of the International Mechanical Code, 2024 Edition, is amended to read as follows:

"113.1: Membership of the Board. The membership of the board is as established in Section 31-67 of the Code of Ordinances, City of Killeen."

Secs. 8-282—8-299. Reserved.

DIVISION 8. ENERGY CONSERVATION CODE

Sec. 8-300. Adopted.

There is hereby adopted by the city the International Energy Conservation Code, 2021~~2024~~ Edition, together with Appendix RARB (Solar-Ready Provisions) with amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-301. Amendments.

The following sections of the International Energy Conservation Code, 2021~~2024~~-Edition, are hereby amended to read as follows:

- (1) Section C101.1 of the International Energy Conservation Code, 2021~~2024~~-Edition, is amended to read as follows:

"C101.1 Title. These regulations shall be known as the energy conservation code of the City of Killeen, hereinafter referred to as "this code."

- ~~(2) Section R101.1 of the International Energy Conservation Code, 2021~~2024 ~~Edition, is amended to read as follows:~~

~~"R101.1 Title. These regulations shall be known as the energy conservation code of the City of Killeen, hereinafter referred to as "this code."~~

- ~~(3) Section Table R402.1.3 of the International Energy Conservation Code, 2021 Edition, is amended to read as follows:~~

~~"Table R402.1.3 Insulation minimum R-Values and Fenestration Requirements by Component. The Ceiling R-Value for Zone 2 is R38."~~

- (2) Section C109 of the International Energy Conservation Code, 2024 Edition, is amended by amending Section C109.1 to read as follows and by deleting Sections C109.2 through C109.4:

"C109.1: Board of Adjustment. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. Where board of appeals appears in this code, it shall hereinafter read Board of Adjustment."

Secs. 8-302—8-309. Reserved.

DIVISION 9. SWIMMING POOL AND SPA CODE

Sec. 8-310. Adopted.

There is hereby adopted by the city the International Swimming Pool and Spa Code, ~~2021~~2024 Edition, together with amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-311. Amendments.

The following sections of the International Swimming Pool and Spa Code, ~~2021~~2024 Edition, are hereby amended to read as follows:

- (1) Section 101.1 of the International Swimming Pool and Spa Code, ~~2021~~2024 Edition, is amended to read as follows:

"101.1 Title. These regulations shall be known as the swimming pool and spa code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Swimming Pool and Spa Code, ~~2021~~2024 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official, ~~hereinafter referred to as 'the building official' or 'the code official.'~~ The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

- (4) ~~Section 112 of the International Swimming Pool and Spa Code, 2024 Edition, is amended by amending Section 112.1 to read as follows and by deleting Sections 112.2 through 112.4:~~

~~*"112.1: Board of Adjustment.* The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. Where board of appeals appears in this code, it shall hereinafter read Board of Adjustment."~~

Secs. 8-312—8-319. Reserved.

DIVISION 10. PROPERTY MAINTENANCE CODE

Sec. 8-320. Adopted.

There is hereby adopted by the city the International Property Maintenance Code, 2021 Edition, and amendments, a copy of which is attached hereto and made a part of

this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-321. Amendments.

The following sections of the International Property Maintenance Code, 2021~~2024~~ Edition, and amendments, are hereby amended to read as follows:

- (1) Section 101.1 of the International Property Maintenance Code, 2021~~2024~~ Edition, is amended to read as follows:

"101.1 Title. These regulations shall be known as the property maintenance code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Property Maintenance Code, 2021~~2024~~ Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Code Enforcement Division is hereby created, and the official in charge thereof shall be known as the building code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

- (3) Section ~~407~~106 of the International Property Maintenance Code, 2021~~2024~~ Edition, is amended by amending section ~~407.1~~106.1 to read as follows and by deleting sections ~~407.2~~106.2 through ~~407.8~~106.8 ~~to read as follows~~:

"SECTION ~~407~~106 ~~CONSTRUCTION BOARD OF APPEALS~~BOARD OF ADJUSTMENT

~~407.1~~106.1 General. ~~In order to~~ The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions or determinations made by the Code official relative to the application and interpretation of this code, ~~there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter.~~ Where board of appeals appears in this code, it shall hereinafter read ~~construction board of appeals~~Board of Adjustment."

- (4) Section 302.4 of the International Property Maintenance Code, 2021~~2024~~ Edition, is amended to read as follows:

"302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches (304.8 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."

- (5) Section 302.7 of the International Property Maintenance Code, 2021~~2024~~ Edition, is amended to add Section 302.7.1 to read as follows:

"302.7.1 Fence Maintenance.

For the purposes of the chapter, fence shall be as defined in Chapter 31, Division 10 of the Killeen Code of Ordinances.

All fences shall be maintained as follows:

- a. Fences shall not be out of vertical alignment more than one (1) foot from the true vertical (90-degree angle from adjacent grade) measured at the top of the fence.
- b. Any and all broken, loose, damaged, insect damaged, or missing parts (i.e., slats, posts, wood rails, bricks, panels) shall be replaced, removed, or repaired within a reasonable time to make corrections as indicated in the notification of non-compliance. Fences enclosing swimming pools or spas must be repaired immediately.
- c. Repairs of any nature shall be made with materials of comparable composition, color, size, shape, and quality of the original fence to which the repair is being made. Nothing herein shall be construed so as to prohibit the complete removal of a fence, unless such fence encloses a swimming pool or spa, or the fence is required for screening purposes in accordance with Chapter 31 - Zoning."

- (6) Section 304.14 of the International Property Maintenance Code, [2021/2024](#) Edition, is amended to read as follows:

"304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved tightly fitted screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed."

- (7) Sections 602.3 and 602.4 of the International Property Maintenance Code, [2021/2024](#) Edition, are amended to read as follows:

"602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

Exception: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code."

"602.4 Occupied workspaces. Indoor occupiable workspaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the space is occupied. Exceptions:

1. Processing, storage, and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

(8) Section 607 of the International Property Maintenance Code, 20212024 Edition, is amended to add Section 607.2607.3 to read as follows:

"607.2607.3 *Duct Cleaning*. Existing heating and/or air conditioning ducts are required to be free of excessive dust, lint, mold, or other contaminants."

Secs. 8-322—8-339. Reserved.

DIVISION 11. AIRCRAFT NOISE ATTENUATION REQUIREMENTS

Sec. 8-340. Aircraft noise attenuation requirements.

I. Aircraft Noise Zones.

- A. For the purposes of this code, certain sections of the city are declared to be and are hereby established as zones subject to significant noise from aircraft. These zones shall be known and designated as the 65-70 LDN Noise Zone and the Over 70 LDN Noise Zone, as such are identified within the 1991 Killeen municipal airport master plan.
- B. These noise zones shall include, and be limited to, such territory or portions of the city as is designated and shown within aircraft noise impact maps of the 1991 Killeen Municipal airport master plan, which are hereby incorporated into this code and made a part hereof for all intents and purposes.

II. Noise Level Reduction Standards.

- A. Plans for the construction of buildings or structures within noise zones shall be certified as achieving at least the outdoor to indoor noise level reductions as measured in decibels within the building as follows:

BUILDING USE	65-70 LDN NOISE ZONE	OVER 70 LDN NOISE ZONE
RESIDENTIAL		
Residential within each unit including transient lodgings	25	30
PUBLIC USE		
Schools, Hospitals, Nursing Homes	25	30

III. Certification of Plans Prior to Issuance of Building Permit.

- A. The building official shall not issue a building permit for any buildings or structures within the noise zones established by this ordinance unless:

1. The plans and specifications accompanying the application for said permit are certified by a bona fide acoustical consultant as meeting the Noise Level Reduction standards required by this ordinance; or
2. By certification of the building official that the following construction standards have been met:
 - a. Building Requirements for a Minimum Noise Level Reduction of 25 dB (within the 65-70 LDN):

Exterior Walls

Masonry walls shall be equivalent in weight to six-inch minimum light-weight concrete block. At least one surface shall be painted or plastered. A furred interior wall is not required on the inside of masonry walls.

Siding-on-sheathing, stucco or brick veneer shall be installed on the outside of minimum 4-inch nominal deep studs.

Interior wall surface of exterior wall shall be minimum half-inch gypsum board or plaster installed on the inside of the wall studs.

Continuous sheathing as required by the code shall cover the exterior said of the wall studs behind wood, asphalt or aluminum siding. The sheathing shall be minimum half-inch thick.

Sheathing boards or panels shall be butted tightly and covered on the exterior with overlapping and airtight building paper when wood sheathing is used.

Brick veneer, masonry blocks or stucco walls shall be constructed airtight except as otherwise required by the code. All surface joints shall be grouted or caulked airtight. Weep Holes shall be installed in the bottom vertical joint a maximum of eight foot on center.

Penetration of wall by pipes or ducts shall be caulked or filled with mortar.

Windows

Glass of single-glazed windows shall be minimum three-sixteenth's of an inch thick.

Glass of double-glazed windows shall be of standard manufacturers' thickness and separation of not less than one-quarter inch.

All operable windows in these dwellings shall contain hinged-type sash or double-hung sash. The sash shall be rigid and weather stripped with an efficiently airtight, flexible nonmetallic material that is compressed airtight when the window is closed.

Horizontally sliding sash windows may be used only if the sash is weather stripped with an efficiently airtight gasket and if the window has a laboratory sound transmission rating of STC-28 or greater.

Glass for fixed-sash windows shall be set and sealed in an airtight non-hardening glazing compound or in an elastomer gasket.

The perimeter of window frames shall be sealed airtight to the exterior wall construction and all gaps between the window frame and the wall framing shall be filled with an insulating foam or stuffed with batt insulation.

Doors

All exterior doors shall be one and three-quarter inch solid core wood or metal clad door and shall be fully weather stripped in an airtight manner and all gaps between the window frame and wall framing shall be filled with an insulating foam or stuffed with batt insulation.

Sliding doors may be used if the operable sash is weather stripped with an efficient airtight gasket and if the door has a laboratory sound transmission rating of STC-28 or greater. Glass of sliding doors shall be minimum three-sixteenth's of an inch thick.

The perimeter of door frames shall be sealed airtight to the exterior wall construction.

Ceilings

Minimum half inch thick gypsum board or plaster ceilings shall be provided below attic space or roof rafters or roof construction less than eight psf.

A minimum thermal resistance @ factor of nineteen shall be provided above the ceiling between the joists. Insulation in attic space shall have no paper or foil covering on the face exposing to the attic.

Ventilation

Mechanical ventilation shall be provided of a type and design to provide adequate environmental comfort with all doors and windows closed during all seasons.

Window and through-the-wall ventilation units shall not be allowed.

Vent openings in attic or crawl spaces shall be minimum in number and size to provide proper ventilation. A "vent" shall mean a conduit or passageway, vertical or nearly so, for conveying products of combustion to the outside atmosphere.

Return air duct lining shall be one-inch minimum coated glass fiber duct liner.

Fireplaces shall be provided with well-fitted dampers.

- b. Building Requirements for a Minimum Noise Level Reduction of 30 dB (within the 70 and above LDN):

Exterior Walls

Masonry block units shall be equivalent in weight to minimum six-inch dense concrete block. At least one surface shall be painted or plastered. A furred interior wall is not required on the inside of masonry walls.

Siding-on-sheathing, stucco or brick veneer shall be installed on the outside of minimum four-inch nominal deep studs.

Interior wall surface of exterior walls shall be minimum five-eighth inch gypsum board or plaster installed on the inside of the wall studs.

Continuous sheathing as required by the code shall cover the exterior side of the wall studs behind wood, asphalt or aluminum siding. The sheathing shall be minimum half-inch thick. The weight of the sheathing and facing shall be at least four psf.

Sheathing boards or panels shall be butted tightly and covered on the exterior with overlapping and airtight building paper. The top and bottom edges of the sheathing shall be sealed airtight.

A minimum thermal resistance R-value ~~@-factor~~ of thirteen shall be provided in the cavity space behind the exterior sheathing and between wall studs with glass fiber or mineral wool.

Brick veneer, masonry blocks or stucco walls shall be constructed airtight except as otherwise required by the code. All surface joints shall be grouted or caulked airtight.

Penetration of wall by pipes or ducts shall be caulked or filled with mortar.

Windows

Single-glazed windows may be used if the window is fixed and if the glazing is acoustical glass with a laboratory sound transmission rating of minimum STC-35.

Glass of double-glazed windows shall be minimum of three-sixteenth's of an inch in thickness. Panes of glass shall be separated by a minimum quarter-inch air space and shall not be equal in thickness.

Glass of triple-glazed windows shall be of standard manufacturer's width and separation.

Double and triple glazed windows shall contain fixed sash or efficiently weather-stripped operable sash. The sash shall be rigid and weather stripped with an efficiently airtight material that is compressed airtight when the window is closed.

Glass of fixed-sash windows shall be set and sealed in an airtight non-hardening glazing compound or in a elastomer gasket.

The perimeter of window frames shall be sealed airtight to the exterior wall construction and all gaps between the window frame and the wall framing shall be filled with an insulating foam or stuffed with batt insulation.

The total area of glass of both windows and doors in sleeping spaces shall not exceed twenty percent of the net floor area.

Doors

Double-door construction is required for all door openings to the exterior. If doors are separated by a vestibule of three-foot minimum depth, each door shall be one and a half-inch minimum solid core wood or metal clad door. One door shall be weather stripped in an airtight manner. The other door shall be tightly fitted to the door frame or shall be weather stripped.

If no vestibule is used, a one and three-quarters of an inch minimum solid core wood door may be used in series with a storm door. Both doors shall be weather stripped in an airtight manner.

Single-frame sliding glass doors shall not be used. The glass of double sliding doors shall be separated by a minimum one-quarter of an inch airspace. Each sliding frame shall be provided with an efficiently airtight weather-stripping material.

Glass of storm and sliding doors shall be minimum three sixteenth's of an inch. Glass of double sliding doors shall not be equal in thickness.

The perimeter of door frames shall be sealed airtight to the exterior wall construction.

Roofs

Roof sheathing shall be minimum three-quarter inch thick continuous plywood. Spaced board-sheathing shall not be used.

Roof sheathing joints shall be sealed airtight and shall be covered with overlapping, airtight building paper.

Exposed roof decks shall be minimum two-inch-thick wood or concrete, and the total weight of the roof construction shall be a minimum of twelve psf.

Ceilings

A minimum half inch thick gypsum board or plaster ceiling shall be provided below attic spaces or below the roof rafters or roof decks less than two inches thick and weighing less than twelve psf.

The ceiling shall be a minimum of twelve inches below the roof sheathing.

A minimum thermal resistance ~~@ factor~~ R-value of twenty-three shall be provided above the ceiling between the joists. Insulation in attic

space shall have no paper or foil covering on the face exposing to the attic.

Ventilation

Mechanical ventilation shall be provided of a type and design to provide adequate environmental comfort with all doors and windows closed during all seasons.

Window and through-the-wall ventilation units shall not be used.

Vent openings in attic or crawl spaces shall be minimum in number and size. The openings shall be provided with five-foot long transfer ducts containing at least one ninety-degree elbow and internal acoustical lining.

Ventilation ducts connecting the interior space to the outdoor or attic space shall contain at least ten-foot-long internal duct lining plus one limited ninety degree elbow.

Duct lining shall be coated glass fiber duct liner of one-inch minimum thickness.

Operational vented fireplaces shall not be used.

Building heating units with flues or combustion air vents shall be located in a closet or room closed off from the occupied space by doors.

Doors to mechanical equipment areas shall be one and three-quarter inch minimum solid core wood or twenty-gauge steel hollow metal and shall be fully weather stripped.

Other

All sleeping spaces shall be provided with either carpeting or an acoustically treated ceiling.

Through-the wall/door mailboxes shall not be allowed.

- B. Bona fide acoustical noise consultants shall include members of the National Council of Acoustical Consultants and others who are approved by the building official, such approval being based on the demonstration of competence and credentials in the area of architectural acoustics.
- C. A building or structure which is located partly within a noise zone and partly without, or located partly within one noise zone and partly within another noise zone shall be considered to be entirely within the most restrictive of the noise zones within which it is located.

Secs. 8-341—8-369. Reserved.

ARTICLE V. UNSAFE BUILDINGS OR OTHER STRUCTURES

DIVISION 1. GENERALLY

Sec. 8-370. Scope.

This chapter shall apply to all dangerous buildings or other structures and/or any of its components or systems and shall apply equally to new and existing conditions.

Sec. 8-371. Definitions.

Board means the ~~construction board of appeals~~ Board of Adjustment of the City of Killeen.

Building official shall mean the officer or other designated authority, or his duly authorized representative, charged with the administration and enforcement of this chapter.

Construction standards means all of the construction codes adopted in this chapter.

Dangerous building or structure means any premises, building or structure that is:

- (a) Regardless of the structural condition of the building or structure, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by minors; or
- (b) Boarded up, fenced, or otherwise secured in any manner if:
 - (1) The building constitutes a danger to the public even though secured from entry; or
 - (2) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described in subdivision (a) of this definition; or
- (c) Dilapidated, substandard or unfit for human habitation and a hazard to the public health, safety and welfare. A building, premises or structure that contains the following defects shall be considered a dangerous building or structure under this definition:
 - (1) Those buildings or structures whose interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
 - (2) Those buildings or structures which, exclusive of the foundations, show 33 percent or more damage or deterioration to the supporting member or members, or 50 percent damage or deterioration to the nonsupporting enclosing or outside walls or covering;

- (3) Those buildings or structures:
 - a. Which have improperly distributed loads upon floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used; or
 - b. In which the stress in any material, member or portion thereof, due to all imposed loads, including dead load, exceeds the stresses allowed in the construction standards adopted by the city;
- (4) Those buildings or structures which have been damaged by fire, flood, earthquake, wind, or other causes so as to have become dangerous to life, safety or the general health and welfare of the occupants or the general public;
- (5) Those buildings or structures which have been damaged by fire, flood, earthquake, wind, or other causes to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the construction standards adopted by the city for new buildings;
- (6) The condition of the structure or building is likely to cause sickness or disease, so as to work injury to the health, safety or general welfare of those living therein or to persons or property in its vicinity;
- (7) A building, structure, or portion thereof which, as a result of decay, deterioration or dilapidation, is reasonably likely to fully or partially collapse;
- (8) Those buildings or structures having light, air and sanitation facilities which are inadequate to protect the health, safety or general welfare of human beings who occupy the building or structure;
- (9) Those buildings or structures having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other means of communication in order to evacuate in a timely and expedient manner in order to avoid injury or peril from within;
- (10) Those buildings or structures which have:
 - a. Parts thereof which are detached that they may reasonably be expected to fall and injure members of the public or property, or
 - b. Any exterior appendage or portion of the building or structure that is not securely fastened, attached or anchored such that it is capable of resisting wind or similar loads as required by the construction standards adopted.
- (11) Those buildings, structures, or a portion thereof, that do not contain sufficient space for sleeping or occupation of the building;
- (12) Those buildings or structures which because of their condition are unsafe, unsanitary or dangerous to the health, safety or general welfare;

- (13) Those buildings or structures that are unsafe, unsanitary or not provided with adequate egress, or which constitute a fire hazard, or is otherwise dangerous to human life, or, which in relation to existing use, constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment;
- (14) Those buildings or structures that have been constructed or maintained in violation of a specific requirement of any of the construction codes adopted in chapter 8 or contrary to any State law.

Structure means a building or other structure, or part of a building or other structure.

Unsafe equipment means equipment on the premises or within a structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure to include any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment.

Unsafe building or structure means one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Vacate means to leave the premises and not return until further allowed by the building official or the board.

Secs. 8-372—8-380. Reserved.

DIVISION 2. ENFORCEMENT AND ABATEMENT

Sec. 8-381. Public nuisance.

All "dangerous buildings or structures" within the terms of section 8-371 are declared to be public nuisances, and shall be abated as provided in this [Chapter](#).

Sec. 8-382. Standards for repair, vacation, or demolition.

The standards for ordering repair, vacation and/or demolition of a building or other structure shall be as follows:

- (a) *Ordered repaired.* If the dangerous building or structure can be feasibly repaired or the condition remedied so that it will no longer exist in violation of the terms of this chapter, it shall be ordered remedied or repaired. Repairs shall be deemed feasible only if less than 50 percent of the structure of the building must be repaired or replaced or the value of the structure is reduced by less than 50 percent because of the violations. Value shall be determined by comparing the most recent valuation for the building or structure by the Bell County Tax Appraisal District with the valuation of the building or structure two years prior to the most recent valuation by the Bell County Tax Appraisal District.

- (b) *Ordered vacated and/or secured.* If the dangerous building or structure is in such a condition as to make it hazardous to the health, safety or general welfare of its occupants or the public, it shall be ordered vacated and secured, and the order may also require the occupants to be relocated.
- (c) *Ordered demolished.* In any case where more than 50 percent of a building or structure is damaged, decayed or deteriorated, it shall be ordered demolished or removed, unless the board deems that the structure can be feasibly repaired or the condition remedied. In all cases where a building cannot be repaired, it shall be ordered demolished.

Sec. 8-383. Minimum standards for continued use or occupancy.

In this ~~e~~Cchapter, the minimum standards that shall determine the suitability of a building for continued use or occupancy, regardless of the date of construction, are those found in article IV of the city's adopted construction standards, as amended by the city.

Sec. 8-384. Commencement of proceedings.

Whenever the building official has determined that a structure is a dangerous building or structure, he shall obtain a date and time for a public hearing before the board to determine whether the building complies with the standards set out in this ~~e~~Cchapter. The building official may seek voluntary compliance with this ~~e~~Cchapter with the owner, lienholder, or mortgagee of the building or structure before seeking a hearing before the board. If the building official receives voluntary compliance from the owner, lienholder or mortgagee, the building official need not seek a public hearing from the board.

Sec. 8-385. Notice of hearing.

- (a) Notice of the public hearing required under section 8-384 shall be sent to the owner of record, lienholder, and mortgagee of the affected property. The notice shall be served at least fifteen (15) calendar days there from prior to the hearing date. The notice may be served personally or by certified mail, return receipt. The executed return receipt shall be prima facie evidence of service. If the owner of record, lienholder, or mortgagee of the building cannot be identified, the city shall make a diligent effort, use its best efforts, or make a reasonable effort to determine the identity and address of an owner, a lienholder, or mortgagee. If a notice is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice shall be deemed to be delivered.
- (b) The city may file a notice of the hearing in the official public records of real property for Bell County.
- (c) The filing of the notice of hearing in the official public records of real property for Bell County is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and

constitutes notice of the hearing on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

Sec. 8-386. Contents of notice.

- (a) The notice shall contain:
 - (1) The name and address of the owner of the affected property if that information can be determined;
 - (2) A legal description of the affected property; and
 - (3) A description of the hearing.
- (b) A notice of a public hearing required by section 8-384 sent to an owner, lienholder or mortgagee shall:
 - (1) Include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing written proof of the scope of any work that may be required to comply with this chapter and the time it will reasonably take to perform the work; and
 - (2) Contain a description of each violation which allegedly exists, a statement that the city may perform the required work to abate the violation if the owner fails to do so, and an explanation of the owners right to a hearing before the board.

Sec. 8-387. Public hearing.

At the hearing the building official shall present evidence of the condition of the structure and may recommend a course of action. The owner, lienholder, mortgagee, or any other interested party may present evidence on any relevant issues.

Sec. 8-388. Board orders.

- (a) After the public hearing, if a structure is found in violation of standards set out in this chapter or any other applicable ordinances, the board may:
 - (1) Find the structure to be a dangerous building or structure and order that the building or structure be vacated, secured, repaired, removed, or demolished by the owner within a reasonable time. The board may order that the owner relocate the occupants within a reasonable time; or
 - (2) Grant a variance in order to avoid the imposition of an unreasonable hardship; or
 - (3) In the case of a single-family dwelling occupied by the owner where the health, safety and welfare of other persons will not be affected, grant an exception to any provision of this Chapter to avoid the imposition of an unreasonable hardship.
- (b) The mortgagees and lienholders may be provided an additional reasonable amount of time to comply with the ordered action in the event the owner fails to comply with the order within the time provided for action by the owner.

- (c) A board order shall require the owner, lienholder, or mortgagee of the building to within 30 days:
 - (1) Secure the building from unauthorized entry; or
 - (2) Repair, remove or demolish the building, unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within 30 days.
- (d) If the board allows the owner, lienholder, or mortgagee more than 30 days to repair, remove or demolish the building, the board shall set specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined by the board.
- (e) The board may not allow the owner, lienholder, or mortgagee more than 90 days to repair, remove or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:
 - (1) Submits a written detailed plan and time schedule for the work at the hearing; and
 - (2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
- (f) If the board allows the owner, lienholder, or mortgagee more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the board will require the owner, lienholder, or mortgagee to regularly submit progress reports, as defined by the board, to the building official to demonstrate compliance with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder, or mortgagee appear before the board or the building official to demonstrate compliance with the time schedules.
- (g) If the board allows the owner, lienholder, or mortgagee to repair, remove or demolish the building, the work shall be done in compliance with all permitting requirements of the city and State of Texas. Any repair work must comply with the applicable codes for the work to be completed.
- (h) If the owner, lienholder, or mortgagee owns property, including structures and improvements on property, within the city limits of the city with a value that exceeds \$100,000.00 in total value, the board may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate ~~enough~~ to cover the cost of repairing, removing, or demolishing a building or structure under subsection (f) of this section. In lieu of a bond, the board may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or guaranty from a third party approved by the board. The bond must be posted, or the letter of credit or third-party guaranty provided, not later than the 30th day after the board issues the order. Value may be determined by using the appraised value of real property and improvements as determined by the Bell County Tax Appraisal District, or its successor in interest.

- (i) The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with the applicable city ordinances and the time it will take to reasonably perform the work.

Sec. 8-389. Actions subsequent to board order.

- (a) Within ten (10) days after the date the order is issued, the city shall:
 - (1) File a copy of the order in the office of the city secretary; and
 - (2) Publish in a newspaper of general circulation in the city in which the building is located a notice containing:
 - a. The street address or legal description of the property;
 - b. The date of the hearing;
 - c. A brief statement indicating the results of the order; and
 - d. Instructions stating where a complete copy of the order may be obtained.
- (b) The building official shall promptly mail by certified mail, return receipt requested, a copy of the order to the owner of the building and to any lienholder or mortgagee of the building. The city shall use its best efforts to determine the identity and address of any owner, lienholder, or mortgagee of the building. If a copy of the order is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the mailing is not affected, and the copy of the order shall be deemed to be delivered.

Sec. 8-390. Compliance with board order.

- (a) If the building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the city may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.
- (b) If the city incurs expenses under subsection (a) of this section, the city may assess the expenses on, and the city has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the building is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk of Bell County. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city, and the balance due. The lien is a privileged lien, subordinate only to tax liens.
- (c) This section does not limit the city's ability to collect on a bond or other financial guaranty that may have been required by section 8-388(h).

Sec. 8-391. City's authority to secure a dangerous structure.

- (a) The city may secure a building the building official determines:

- (1) Violates the minimum standards; and
 - (2) Is unoccupied or is occupied only by persons who do not have a right of possession to the building.
- (b) Before the 11th day after the date the building is secured, the building official shall give notice to the owner by:
 - (1) Personally serving the owner with written notice;
 - (2) Depositing the notice in the United States mail addressed to the owner at the owner's post office address;
 - (3) Publishing the notice at least twice within a ten (10) day period in a newspaper of general circulation if personal service cannot be obtained and the owner's post office address is unknown; or
 - (4) Posting the notice on or near the front door of the building if personal service cannot be obtained, and, the owner's post office address is unknown.
- (c) The notice must contain:
 - (1) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (2) A description of the violation of the city standards that is present at the building;
 - (3) A statement that the city will secure or has secured, as the case may be, the building; and
 - (4) An explanation of the owners entitlement to request a hearing about any matter relating to the city's securing of the building.
- (d) The board shall conduct a hearing at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if, within 30 days after the date the city secures the building, the owner files with the building official a written request for the hearing. The board shall conduct the hearing within 20 days after the date the request is filed.
- (e) If the city incurs expenses under this section, the city may assess the expenses on, and the city has a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the building is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which building was located, the amount of expenses incurred by the city, and the balance due.
- (f) After the hearing conducted in accordance with subsection (d) of this section, the board may:
 - (1) Uphold the city's actions;

- (2) Order that the amount of the lien assessed under subsection (e) of this section be reduced or extinguished.
- (g) The authority granted by this section is in addition to any other remedy provided in this chapter or by state law.

Sec. 8-392. Additional authority regarding substandard building.

- (a) A board order issued pursuant to section 8-388 may require that after the expiration of the time allotted for repair, removal, or demolition of a building:
 - (1) That the city repair, remove or demolish the building or structure at the expense of the city and may place a lien on the land which the building stands or to which it is attached for the expenses of the repair; or
 - (2) Assess a civil penalty against the property owner for failure to repair, remove or demolish the building and may recover the penalty by placing a lien on the property.
- (b) The city may repair a building under subsection (a) of this section only to the extent necessary to bring the building into compliance with the minimum standards and only if the building is a residential building with ten or fewer dwelling units. The repairs may not improve the building to the extent that the building exceeds minimum housing standards.
- (c) If the board orders the building or structure repaired or assesses a civil penalty against the owner under subsection (a) of this section, the city shall impose a lien against the land on which the structure stands or stood, unless it is a homestead as protected by the Texas Constitution, to secure the payment of the repair expenses or the civil penalty. Promptly after the imposition of the lien, the city must file for record, in recordable form in the office of the county clerk of Bell County, a written notice of the imposition of the lien. The notice must contain a legal description of the land.
- (d) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten (10) percent per year from the date of the assessment until paid in full.
- (e) The city's right to the assessment lien cannot be transferred to third parties.
- (f) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.
- (g) The board may assess by order, and the city may recover, a civil penalty against a property owner at the time of the board hearing on violations of this chapter in an amount not to exceed \$1,000.00 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 a day for each violation, if the city proves:
 - (1) The property owner was notified of the requirements of the ordinance and the owner's need to comply with the requirements; and

- (2) After notification, the property owner committed acts in violation of the ordinance or failed to take an action necessary for compliance with the ordinance.
- (i) Notice of an action taken under subsection (a) of this section shall be the same notice provided for in section 8-389.
- (j) The authority granted by this section is in addition to any other remedy provided in this chapter or by state law.

Sec. 8-393. Diligent or best efforts by the city.

Under this chapter, the city is deemed to have made a diligent effort, used its best efforts, or made a reasonable effort to determine the identity and address of an owner, a lienholder, or mortgagee if it searches the following records:

- (a) County real property records of the county in which the building is located;
- (b) Appraisal district records of the appraisal district in which the building is located;
- (c) Records of the secretary of state;
- (d) Assumed name records of the county in which the building is located;
- (e) Tax records of the city; and
- (f) Utility records of the city.

Sec. 8-394. Responsibility for expense of repair, removal, demolition, etc.

- (a) Demolition, closure, removal, or repair of a structure may be accomplished by the owner in compliance with this section or by the city. The expense of demolition, closure, correction, removal, or repair, when performed under contract with the city or by city forces and filed in accordance with the law, constitutes a lien against the real property on which a structure stood and the lien runs and is attached to the land.
- (b) The city may use all other lawful means to collect costs from an owner.

Sec. 8-395. Timely vacation of structure.

- (a) Each occupant of a structure or dwelling unit that has been ordered vacated shall vacate the structure or dwelling unit within the time specified in the order. It is unlawful for any person to occupy a structure or dwelling unit that has been ordered vacated.
- (b) A person who is ordered to vacate a structure shall not be considered a displaced person and shall not be eligible for relocation assistance if:
 - (1) The person is ordered to vacate a structure as a consequence of his own intentional or negligent conduct; or
 - (2) The person began occupying the structure after the building official placed a red placard on the structure warning of its dangerous condition.

Sec. 8-396. Placing of placard on structure.

The building official may place a red placard on a structure or dwelling unit that is unsanitary or unsafe warning of its dangerous condition. A person commits an offense if:

- (a) Without authority from the building official, he removes or destroys a red placard placed by the building official;
- (b) He occupies a vacant structure or dwelling unit on which the building official has placed a red placard; or
- (c) As owner of a structure or dwelling unit, he allows a person to occupy or continue to occupy a structure or dwelling unit on which he is aware or should be aware that the building official has placed a red placard.

Sec. 8-397. Emergency cases.

- (a) In cases where it reasonably appears there is an immediate and imminent danger to the life or safety of any person unless a dangerous building as defined in this chapter is immediately vacated, repaired, closed, or demolished, the building official shall cause the immediate vacation, repair, closure, or demolition of such dangerous building or part thereof. The building official shall use the least intrusive means to abate the emergency.
- (b) The building official shall make reasonable attempts to notify the affected persons in accordance with section 8-388. The costs of such emergency repair, vacation, or demolition of such dangerous building shall be collected in the manner as provided for by section 8-394.

Sec. 8-398. Disconnecting public utilities.

The building official may request that public utilities be disconnected in order that demolition may be accomplished without delay when an order for demolition has been issued or when an emergency situation exists.

Sec. 8-399. Violation, penalty.

Any violation of any provision of this chapter constitutes a misdemeanor and upon conviction thereof is subject to a fine in accordance with the provisions of section 1-8 of this Code of Ordinances. Each and every day a violation continues constitutes a separate offense.

Sec. 8-400. Civil penalty.

In addition to imposing a criminal penalty, the city may, in accordance with ~~section 1175(f) of Vernon's Civil Statutes~~ Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this Cchapter relating to dangerous buildings. The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed one thousand dollars (\$1,000.00) for each day or portion of a day during which the violation is committed, continued, or permitted.

Sec. 8-401. Judicial review.

- (a) Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the board issued under section 8-388 may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by the owner, lienholder, or mortgagee within thirty (30) calendar days after the respective dates a copy of the final decision of the municipality is mailed to them by first class mail, certified return receipt requested, or such decision shall become final as to each of them upon the expiration of each such thirty-calendar day period.
- (b) On the filing of the petition, the court may issue a writ of certiorari directed to the city attorney to review the order of the board and shall prescribe in the writ the time within which a return on the writ must be made, which must be longer than ten (10) days, and served on the relator or the relator's attorney.
- (c) The city attorney may not be required to return the original papers acted on by it, but it is sufficient for the city attorney to return certified or sworn copies of the papers or of parts of the papers as may be called for by the writ.
- (d) The return must concisely set forth other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.
- (e) The issuance of the writ does not stay proceedings on the decision appealed from.
- (f) Appeal in the district court shall be limited to a hearing under the substantial evidence rule. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.
- (g) Costs may not be allowed against the City of Killeen.
- (h) If the decision of the board is affirmed or not substantially reversed but only modified, the district court shall allow to the city all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners, lienholders, or mortgagees as well as all persons subject to the proceedings before the board.

Sec. 8-402. Seizure and sale of property to recover expenses.

The city may foreclose a lien on property under this article in a judicial proceeding, if:

- (a) a building or other structure on the property has been demolished;
- (b) a lien for the cost of demolition of the building or other structure on the property has been created and that cost has not been paid more than 180 days after the date the lien was filed; and
- (c) ad valorem taxes are delinquent on all or part of the property.

Secs. 8-403—8-499. Reserved.

ARTICLE VI. RESERVED

Secs. 8-500—8-530. Reserved.

ARTICLE VII. DONATION CONTAINER REGULATIONS

Sec. 8-531. Short title.

The following regulations are hereby adopted and shall be known and may be cited as "City of Killeen Donation Container Regulations."

Sec. 8-532. Purpose.

The purpose of this article is to establish standards and regulations for new and existing donation containers within the city limits. In the event of a conflict, the more stringent regulations shall apply.

Sec. 8-533. Definitions.

Building shall mean any commercial building lawfully occupied by a business or charitable organization pursuant to a valid certificate of occupancy.

Donation container shall mean any box, structure, container, trailer or other receptacle, whether permanently or temporarily affixed or placed on real property, that is intended for use as a collection point for clothing, other household materials or other new and/or used personal property to be donated to a charitable organization; the term does not include recycle bins or any donation container located within a building.

Donation container operator shall mean an individual, sole proprietorship, corporation, association, nonprofit corporation, partnership, joint venture, limited liability company, estate, trust, public or private organization that is not a state agency, business trust, public corporation, or any other legal or commercial entity that has obtained written permission from a property owner to locate or place a donation container on private property.

Property owner shall, for purposes of this article, mean the owner of real property upon which a permitted or unpermitted donation container is located or placed.

Recycle bin shall mean a receptacle used for the collection of recycle materials governed or regulated by the city's zoning code and/or building code.

Sec. 8-534. Permit required.

- (a) It shall be unlawful for a property owner or donation container operator to locate, maintain, or allow a donation container to be placed on property within the city without first obtaining a permit from the city.
- (b) A property owner wishing to locate a donation container on his or her property shall be responsible for obtaining a permit. To obtain a permit, a property owner must:

- (1) Provide a site plan indicating the location where the donation container will be placed and the dimensions of the container; and
- (2) Provide the name and phone number for the donation container operator.
- (c) Both the property owner and donation container operator shall acknowledge and affirm on the application their understanding of and willingness to comply with all requirements of this article.
- (d) An annual permit fee, as prescribed on the city's fee scheduled, shall be required for each donation box. All permits shall expire on December 31 of each year. Any permits issued prior to the effective date of the ordinance from which this section is derived shall expire on December 31, 2024, and a new permit shall be required in accordance with this section.
- (e) Permits issued pursuant to this section shall only be valid for the address and location stated on the permit application.
- (f) In the event that a permit of any permit holder is revoked as provided for by this article, no additional permit shall be issued to such person within one (1) year from the date the permit was revoked.

Sec. 8-535. Placement.

- (a) Donation containers shall not be located on any property within the Neighborhood Business District (NBD), University District (UD), Cemetery District (CD), or Historical Overlay District (HOD). Donation containers shall not be located within any residential zoning district except on the premises of allowed non-residential uses such as churches and schools.
- (b) No more than two (2) donation containers may be located on a single platted lot or unplatted tract of land.
- (c) When located on different tracts of land or lots, a donation container shall not be permitted closer than three hundred (300) feet from another permitted container.
- (d) A donation container shall not be located within ten (10) feet of the travelled portion of any street, road or highway or placed in a manner that blocks driveways or interferes with traffic flow or visibility.
- (e) A donation container shall not be located within any right-of-way or easement dedicated to and/or owned by any governmental entity.
- (f) A donation container shall not be located at any location the city determines:
 - (1) May pose a safety hazard to public;
 - (2) Constitutes an obstruction to traffic entering, existing or circulation within the property on which the donation container is located;
 - (3) Constitutes an obstruction to pedestrian traffic using any public sidewalk; or
 - (4) Constitutes an obstruction to the flow of surface water on the property such that surface water will be diverted to other properties or otherwise inhibits or prevents surface water from draining to an existing drainage facility.

- (g) The donation box may not block or occupy any parking spaces that are required to meet the minimum amount or parking spaces that are required by this Code for the primary use structure.
- (h) No donation box shall be placed within two hundred (200) feet from a residential dwelling use district. Said distance shall be measured from lot line to lot line.

Sec. 8-536. Construction.

- (a) Donation containers must:
 - (1) Be constructed of metal or fiberglass;
 - (2) Be labeled "no dumping" and include written notice that placement of bulky donations outside of the donation container is prohibited;
 - (3) Indicate the name, address and telephone number of the donation container operator responsible for collection;
 - (4) Be secured at all times, except when they are being emptied;
 - (5) Have a lid or a top to protect the contents from the weather; and
 - (6) Be no larger than one hundred fifty (150) cubic feet.

Sec. 8-537. Maintenance.

- (a) The donation box operator and property owner shall be jointly and severally liable and responsible for the maintenance and servicing of the donation box.
- (b) The area around the donation container shall be kept free of any junk, debris, or other materials, including large bulky donation items that do not fit inside the container. Donations of large bulky items that do not fit inside the donation container shall be prohibited.
- (c) Donation containers shall be emptied at least once every two (2) weeks, or more often if necessary to ensure that donations do not overflow. The property owner shall indicate on the permit application the days that the donation container is scheduled to be emptied.
- (d) Donation containers shall be maintained in good condition and appearance with no structural damage, holes, or visible rust. Containers shall be kept free of graffiti.
- (e) The donation box shall be used for the solicitation and collection of clothing and small household items that can fit within the donation box. Large items or items placed outside of a donation container shall be considered a public nuisance and may be removed by the city. The city shall give the property owner twenty-four (24) hours written notice to clear any junk, debris, bulky items, overflow donations, or other materials placed outside of the donation container. If the debris or materials are not cleared after the expiration of that time, the city may clear it and bill the property owner for the cost to abate any violation.

Sec. 8-538. Existing donation containers.

- (a) The owner or owners of real property on which a new or existing donation container is located shall be given written notice that they have thirty (30) days to obtain a permit. Written notice shall be mailed to the address of the property owner listed on the appraisal district records, and to the address on the donation container if available. Notice shall also be posted on the donation container itself. The property owner shall have thirty (30) days from the day a letter is mailed or posted on the container to obtain a permit.
- (b) If the property owner does not obtain a permit within thirty (30) days of receiving written notice, the city may remove the donation container(s) and bill the property owner for the cost to abate the violation.

Sec. 8-539. Failure to comply.

- (a) If, within thirty (30) days of receiving written notice of the requirement to obtain a permit, a property owner fails to do so, the city may remove the donation container and bill the property owner for the cost to abate the violation.
- (b) The city may revoke a permit for failure of the operator or property owner to comply with the requirements in this article. In such case, the donation container must be removed within seventy-two (72) hours of the permit revocation or appeal hearing, as applicable. If the property owner fails to remove the donation container within seventy-two (72) hours, the city may remove it and bill the property owner for the cost to abate the violation.
- (c) If the city removes a donation container, as provided above, it shall be released to the donation container operator or property owner only upon payment of all applicable charges and storage fees. Any donation container not claimed within fourteen (14) calendar days shall be considered abandoned property subject to disposal or sale at the city's sole discretion.

SECTION II. That Chapter 11 of the Code of Ordinances, City of Killeen, Texas, is hereby amended to read as follows:

CHAPTER 11 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 11-1. Penalty.

Unless stated otherwise, violations of this chapter shall be punished as provided in section 1-8.

Sec. 11-2. Definition.

As used in this chapter the words or offices of the fire chief and fire marshal and their duly authorized representatives shall be deemed to be equivalent statements. Any duty to be performed by one may legally be performed by another.

Sec. 11-3. Arson reward.

- (a) Any person who shall hereafter supply information leading to the arrest and conviction of any person found guilty of committing the crime of arson within the city shall be offered a reward of one thousand dollars (\$1,000.00).
- (b) This offer shall be a standing offer of reward which shall be paid out of the general fund of the city.

Sec. 11-4. Use of fire hydrants.

It shall be unlawful for any person to use any fire hydrant in the city without first obtaining the consent of the utility collections manager of the city. Any time a fire hydrant is used in the city by any person other than the fire department of the city, the turning on and turning off of a fire hydrant shall be under the direct supervision of the director of utility services of the city or his/her designee.

Sec. 11-5. Fireworks—Prohibited use.

- (a) Except as hereinafter provide in section 11-6, it shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks within the corporate limits of the city.
- (b) The fire chief shall seize, take, remove, or cause to be destroyed, at the expense of the owner, any fireworks offered or exposed for sale, stored, or held in violation of this section and section 11-6.
- (c) Any firefighter, police officer or other peace officer is empowered to detain any fireworks found being transported illegally or to close any building while any fireworks are found stored illegally until the fire department can be notified in order that such fireworks may be seized and destroyed.
- (d) The city attorney is authorized to file suit on behalf of the city for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or using fireworks within the jurisdiction of the city and to prevent any person from interfering or attempting to interfere with the seizure and destruction of such fireworks; provided, however, that it shall not be necessary to obtain such injunctive relief as a prerequisite to such seizure and destruction.
- (e) In any instance where the fire chief or any of his duly authorized assistants have probable cause to believe that fireworks are being stored in a building, they shall promptly enter the building for the purposes of inspection. It shall be the duty of the owner, lessee or person otherwise in charge of such building or their agents or employees to open and permit entry into the building by persons charged with the enforcement of this chapter.

Sec. 11-6. Same—Permitted use.

- (a) The ~~city council~~fire chief or his designee may permit the use of fireworks for public displays within the corporate limits of the city and within the area immediately adjacent and contiguous to the city limits and extending outside the city limits for a distance of five thousand (5,000) feet, unless such area is within the corporate limits of another municipality. Nothing in this section shall permit the use of common class C fireworks by members of the general public.
- (b) Applications for permits shall be made in writing to the ~~city manager~~fire marshal at least twenty-one (21) days in advance of the date of the outdoor display. The ~~city manager~~fire marshal shall forward the application to the fire chief, who shall cause a site investigation to be made to determine whether the proposed fireworks display is of a nature or in a location that may be hazardous to property or dangerous to any persons. The fire chief shall forward his or her recommendation of approval or disapproval, along with any reasonable conditions that he or she recommends should be placed on the permit by the city council. The application shall also be forwarded to the police chief, who shall also forward his or her recommendations to the city manager.
- (c) The application shall set forth the following:
 - (1) The name of the individual, group, or organization sponsoring the outdoor fireworks display, together with the names of persons actually in charge of the firing of the display;
 - (2) Evidence of financial responsibility in accordance with the requirements of V.T.C.A., Occupations Code § 2154.205, as may hereafter be amended and naming the city as an additional insured;
 - (3) The date and time of day at which the outdoor fireworks display is to be held and any alternate date;
 - (4) Confirmation of the State of Texas issued license of the operator and the number of assistants that will be present;
 - (5) Copies of the State of Texas issued public display permit if required;
 - (6) The approximate number and kinds of fireworks to be discharged;
 - (7) The manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site; and
 - (8) A diagram of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, and the location of other possible overhead obstructions.
- (d) Upon authorization of the city council, and in addition to any conditions placed on the permit holder by the city council, the permit holder must comply with the following requirements:
 - (1) Comply with the provisions of NFPA 1123 and Title 37, Texas Administrative Code, chapter 591, and any amendments thereto; and

- (2) Immediately dispose of any fireworks that remain unfired after the display is concluded in a way safe for the particular type of fireworks remaining.
- (e) Any permit issued by the city council is not transferable and is valid for only one (1) outdoor display to be held during the hours authorized on the approved date, or alternate date.

Secs. 11-7—11-30. Reserved.

ARTICLE II. FIRE MARSHAL

Sec. 11-31. Office created.

The office of fire marshal is hereby created. Such office shall be independent of other departments within the fire department. The fire marshal shall report directly to the fire chief. The fire marshal shall be properly qualified for the duties of his office.

Sec. 11-32. General duties.

- (a) The fire marshal or other qualified designated representative shall investigate the cause, origin and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of carelessness or design. The fire marshal shall keep in his office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this article.
- (b) In addition to his other duties, the fire marshal shall be the head of the fire marshal's office and responsible for its accomplishment of all of the tasks delegated to it by the fire chief.

Sec. 11-33. Testimony of witnesses; evidence of crimes.

The fire marshal, when in his opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing. If he shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or the attempt to commit the crime of arson, or of conspiracy to defraud, or other criminal conduct, he shall cause such person to be lawfully arrested and charged with such offense or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

Sec. 11-34. Power to summons witnesses.

The fire marshal shall have the power to summon witnesses before him to testify in relation to any matter which is by the provisions of this article a subject of inquiry and investigation, and may require the production of any book, paper or document deemed pertinent thereto.

Sec. 11-35. Refusal of witness.

Any witness who refuses to be sworn, or who refuses to appear or testify, or who disobeys any lawful order of the fire marshal, or who disobeys, fails or refuses to produce any book, paper or document touching any matter under examination, after being summoned to give testimony in relation to any matter under investigation, shall be deemed guilty of a misdemeanor.

Sec. 11-36. Investigation may be private.

All investigations held by or under the direction of the fire marshal may, in his discretion, be private, and persons other than those required to be present may be excluded from the place where such investigation is held. Witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.

Sec. 11-37. Right to enter premises.

The fire marshal shall have the authority at all times of day or night, when necessary, in the performance of the duties imposed upon him by the provisions of this article, to enter upon and examine any building or premises where any fire has occurred, and other buildings and premises adjoining or near the same, which authority shall be exercised only with reason and good discretion.

Sec. 11-38. Investigations and orders.

The fire marshal, for good cause, shall have a right at all reasonable hours, for the purpose of examination, to enter into and upon all buildings and premises within the city. It shall be his duty to enter upon and make or cause to be entered and made, a thorough examination of a mercantile, manufacturing and public buildings, together with the premises belonging thereto. At the end of each month the fire marshal shall report to the state fire marshal a report on each fire in the city during the month.

Secs. 11-39—11-60. Reserved.***ARTICLE III. FIRE PREVENTION CODE*****Sec. 11-61. Adopted.**

There is hereby adopted by the city for the purpose of prescribing regulations consistent with nationally recognized practices for the reasonable protection of life and property from the hazards of fire and explosion within the city, that certain code known as the International Fire Code, [2021/2024](#) edition, together with Appendices B [Fire-Flow Requirements For Building], D [Fire Apparatus Access Roads], E [Hazard Categories], F [Hazard Ranking], G [Cryogenic Fluids - Weight and Volume Equivalents] thereto, save and except such portions as are hereinafter deleted, modified or amended. Such code shall be controlling within the limits of the city and shall become a part of this Code.

Sec. 11-62. Amendments.

The fire prevention code adopted by this article is hereby amended and changed in the following respects:

- (1) Section 202 of the International Fire Code, [2021-2024](#) Edition, is amended by adding the definition to read as follows:

"Standby personnel is qualified fire service personnel, approved by the fire chief. When utilized, the number required shall be as directed by the fire chief. Charges for utilization shall be as normally calculated by the jurisdiction."

- (2) Section 307.1 of the International Fire Code [2021-2024](#) Edition, is amended to read as follows:

"A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and in accordance with this section. Burning shall be commenced and completed between 7:00 a.m. and 6:00 p.m. The fire department shall be notified before the fire is kindled and when the fire is exhausted or extinguished."

- (3) Section 307.2 of the International Fire Code, [2021-2024](#) Edition, is amended to read as follows:

"307.2 Permit required. A permit shall be obtained from the code official in accordance with section 105.6 prior to kindling a fire for recognized land development or silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. A permit shall likewise be obtained prior to kindling a fire for land clearing, farming, or agricultural purposes, which shall be permitted only on tracts zoned and used A (agricultural) or A-R1 (agricultural single-family residential). Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled."

- (4) Section 307.4 of the International Fire Code, [2021-2024](#) Edition, is amended to read as follows:

"307.4 Location. The location for open burning shall not be less than 300 feet (91440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91440 mm) of any structure."

- (5) Section 503.1.1 of the International Fire Code, [2021-2024](#) Edition, is amended by deleting the exceptions.

- (6) Section 503.2.1 of the International Fire Code, [2021-2024](#) Edition, is amended to read as follows:

"503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 14 feet 0 inches (4,752 mm)."

- (7) Section 503.2.3 of the International Fire Code, [2021-2024](#) Edition, is deleted in its entirety.

- (8) Section 507.5.1 of the International Fire Code, [20212024](#) Edition, is amended to read as follows:

"507.5.1 Where required. Fire hydrants and mains shall be provided where required by local ordinance."

- (9) Section 913 of the International Fire Code, [20212024](#) Edition, is amended to read as follows:

"913 Fire pump system supervision. The fire-pump system shall be supervised for 'loss of power,' 'phase reversal' and 'pump running' conditions by the supervisory signal on distinct circuits."

- (10) Section 5601.1.3 of the International Fire Code, [20212024](#) Edition, is amended to read as follows:

"5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fireworks as permitted in section 5604.
2. Manufacture, assembly and testing of fireworks as permitted in section 5605.
3. The use of fireworks for display as permitted by local ordinances."

- (11) Section 5608 of the International Fire Code, [20212024](#) Edition, is amended by deleting sections 5608.2 through 5608.10 and amending section 5608.1 to read as follows:

"5608.1 General. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions shall comply with local ordinances and NFPA 1123 or NFPA 1126."

- [\(12\) Section 903.2 of the International Fire Code 2024 Edition, is amended to read as follows:](#)

[An approved automatic fire sprinkler system shall be installed throughout all buildings or structures having a total area greater than 12,000 square feet \(1,115 m²\), regardless of occupancy classification, construction type, or separation by fire areas.](#)

[Exceptions:](#)

- [1. Open parking structures in accordance with Section 406.5 of the International Building Code.](#)
- [2. Detached Group U occupancies not used for human habitation.](#)
- [3. Single-family and two-family dwellings constructed in accordance with the International Residential Code.](#)

(13) Section 112 of the International Fire Code, 2024 Edition, is amended by amending Section 112.1 to read as follows and by deleting Sections 112.2 through 112.4:

“112.1: Board of Adjustment. The City of Killeen Board of Adjustment, as established in Section 31-66 of the Code of Ordinances, City of Killeen, shall hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code. Where board of adjustment and appeals appears in this code, it shall hereinafter read Board of Adjustment.”

Secs. 11-63—11-85. Reserved.

ARTICLE IV. LIQUEFIED PETROLEUM GAS

Sec. 11-86. Application of article.

This article shall apply to all storage and handling of liquefied petroleum gas and the installation of all equipment pertinent to systems for such uses.

Sec. 11-87. Regulations.

Any and all aspects or phases of the liquefied petroleum gas industry shall be governed by V.T.C.A., Natural Resources Code ch. 113 and the acts amendatory thereof and supplementary thereto, now or hereafter enacted and any and all rules promulgated thereunder by the Railroad Commission of Texas.

Secs. 11-88—11-110. Reserved.

ARTICLE V. FIRE HYDRANTS AND FIRE LANES

Sec. 11-111. Authority.

The location of fire hydrants and fire lanes shall be determined by the chief of the fire department or his designated representative, in conformity with the provisions of this article.

Sec. 11-112. Fire hydrants—Location.

- (a) *All residential zoned property and use.* As property is developed, fire hydrants shall be located at a maximum spacing of six hundred (600) feet as measured along the length of the roadway(s) and no part of the structure shall be farther than five hundred (500) feet from the fire hydrant as measured by the route that a fire hose would be laid.
- (b) *All nonresidential zoned property or use.* As the property is developed, fire hydrants shall be located at a maximum spacing of three hundred (300) feet as measured along the length of the roadway(s) and no part of the structure shall be farther than five hundred (500) feet from the fire hydrant as measured by the route that a fire hose is laid.

Sec. 11-113. Same—Restrictions.

- (a) All required fire hydrants shall be of the national standard three-way breakaway type no less than five and one-fourth (5-1/4) inches in size and shall conform to the provisions of the latest A.W.W.A. specifications C-502 and shall be placed upon water mains of no less than six (6) inches in size.
- (b) Valves shall be placed on all fire hydrant leads.
- (c) Required fire hydrants shall be installed so the breakaway point will be no less than three (3) inches, and no greater than five (5) inches above the grade surface.
- (d) A spacing of no less than six (6) inches shall be provided between the bottom of the barrel of the large steamer connection and the grade surface.
- (e) No fire hydrant located more than one thousand eight hundred (1,800) feet on a six-inch dead-end water main shall be considered as a required fire hydrant in the enforcement of this article.
- (f) No fire hydrant on a six-inch looped water main exceeding three thousand five hundred (3,500) feet in length shall be considered as a required fire hydrant in the enforcement of this article.
- (g) Except when it is determined by the fire chief that the required maximum hour demand plus the needed fire flow demand will be met, fire hydrants shall be installed on a separate water main when required on private property.
- (h) Fire hydrants when located on public property shall be located a minimum of two (2) feet and a maximum of six (6) feet behind the curb line.
- (i) All required fire hydrants placed on private property shall be adequately protected by either curb stops or concrete posts or other methods as approved by the fire chief, such stops or posts to be the responsibility of the landowner on which the fire hydrant is placed.
- (j) All required fire hydrants shall be installed so that the steamer connection will face the fire lane or street.
- (k) Fire hydrants, when placed at intersections or access drives to parking lots, when practical shall be placed so that no part of the fire truck will block the intersection or parking lot access when connections to the fire hydrant are made.
- (l) Fire hydrants required by this article located on private property shall be accessible to the fire department at all times.
- (m) The fire chief may, for cause, increase the distance of fire hydrants within ten (10) percent of the footage given in section 11-112.
- (n) All required fire hydrants shall be approved by the fire marshal and installed by the contractor prior to any construction above the structure's foundation. The building official may issue foundation permits prior to the installation and approval of all required fire hydrants.

Sec. 11-114. Fire lanes—Location.

No building used for any purpose other than single-family or two-family dwellings shall be constructed so that any part of the perimeter of the structure is greater than one

hundred fifty (150) feet from a public street or highway unless the owner constructs and maintains a fire lane having a minimum width of twenty (20) feet and a minimum height throughout of no less than fourteen (14) feet and terminating within one hundred fifty (150) feet from the farthest point of such structure.

Sec. 11-115. Same—Restrictions.

- (a) Required fire lanes when not connected at both ends to a public street shall terminate in a turnaround having a minimum radius of fifty (50) feet or approved hammerheads as seen in the International Fire Code, ~~2021~~2024 Edition Appendix D figure D 103.1.
- (b) All required fire lanes shall be all-weather surfaced. For the purposes of this article, "all-weather surface" means asphalt or concrete.
- (c) Fire lanes shall be installed prior to the issuance of the certificate of occupancy.
- (d) All required fire lanes shall be approved by the fire marshal.
- (e) All required fire lanes shall not be used as loading zones.
- (f) There shall be no parking in any fire lane at any time.

Sec. 11-116. Maintenance.

- (a) All fire hydrants shall be inspected, flushed and painted at least once yearly and such inspection, flushing and painting shall be the responsibility of the public works department.
- (b) Any maintenance or repairs required to keep fire hydrants in proper working order, other than the once yearly inspection, flushing and painting done by the public works department, shall be the responsibility of the owner, or owners of the property on which the fire hydrant, or hydrants, are located.

Sec. 11-117. Posting of signs and markings.

- (a) All required fire lanes shall be conspicuously marked as follows:

Striping—All fire lanes shall be marked by painted lines of red traffic paint six (6) inches in width to show the boundaries of the fire lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at a maximum spacing of thirty (30) feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the stripping shall be on the vertical face of the curb.

Signs—When approved by the code official, signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be painted on a white background with letters and borders in red, using not less than two-inch (2") lettering. Signs shall be permanently affixed to a stationary post or structure's wall and the bottom of the sign shall be six feet six inches (6'6") above finished grade. Signs shall be spaced no less than thirty (30) feet and no greater than forty (40) feet apart.

- (b) Required fire hydrant markings shall be placed on both sides of a distance no less than fifteen (15) feet.
- (c) All required fire lane signs and fire hydrant markings shall be maintained in good condition and legible at all times, and shall be the responsibility of the owner, or owners, on whose property they are located.

Sec. 11-118. Abandonment of fire lanes.

No owner or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without first complying with the following procedure:

- (1) A request shall be made in writing by the owner to the fire chief stating his reasons for abandoning the fire lane.
- (2) Verification shall be obtained by the fire chief from the building official that such property is no longer subject to the requirements of this article.

Sec. 11-119. Required extensions.

The fire chief may require that an individual extend a six-inch or larger water main, and maintain a hydrant in the case of a structure that will be situated farther than the maximum distance from the hydrant as set forth in section 11-112, but in no case shall such extension be greater than three hundred (300) feet in length as measured along the length of the roadway.

Sec. 11-120. Applicability.

All construction within the city shall be undertaken in conformance with the provisions of this article and only after the approval of the authority.

Sec. 11-121. Violations and penalties.

- (a) Any violation of the provisions of any part of this article shall be punishable as provided in section 1-8.
- (b) Failure to remedy any violation of this article after notice of violation, and each subsequent notice of violation thereafter given prior to the remedy of the violation, shall constitute a separate violation of this article by the person responsible for the remedy of such violation.

Sec. 11-122. Variances.

- (a) *Jurisdiction.* The board of adjustment, ~~s and appeals~~ as established in ~~the fire prevention code~~ Section 31-66 of this Code, adopted in this chapter may vary the application of any provision of this article, except section 11-115(b) and section 11-121, to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this chapter or public interest, or when, in its opinion, the interpretation of the fire marshal should be modified or reversed.
- (b) *Notice of appeal.* Notice of appeal shall be in writing and filed with the fire marshal within thirty (30) days after the decision is rendered by the fire marshal.

- (c) *Action*. The board of adjustments~~s and appeals~~ shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board of adjustments~~s and appeals~~ shall also include the reasons for the decision. If a decision of the board of adjustments~~s and appeals~~ reverses or modifies a refusal, order, or disallowance of the fire marshal, or varies the application of any provision of this article, the fire marshal shall immediately take action in accordance with such decision.
- (d) *Decisions are final*. Every decision of the board of adjustments~~s and appeals~~ shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

Secs. 11-123—11-132. Reserved.

ARTICLE VI. FIREMEN'S RELIEF AND RETIREMENT FUND BOARD

Sec. 11-133. Created.

- (a) There is hereby created and recognized as an official board of the city that certain body previously established under the laws of Texas as the board of directors of the city of Killeen firemen's relief and retirement fund.
- (b) The board of directors shall be established in accordance with Article 6243e of the Texas Revised Civil Statutes, commonly referred to as the Texas Local Fire Fighters Retirement Act, as that article provides at the time this section is enacted, and as said article from time to time thereafter may be revised or amended. The members of such board shall be of the number, and possess the qualifications required by state law.
- (c) The persons serving as trustees of such board as of July 9, 1991, shall continue in office and thereafter be replaced, as necessary, as provided for by state law.

Secs. 11-134—11-139. Reserved.

ARTICLE VII. FALSE FIRE ALARMS

Sec. 11-140. Definitions.

For the purposes of this section the following definitions shall apply:

Alarm site means a single premises or location (one street address) served by a fire alarm system or systems that are under the control of one owner.

Fire alarm system(s) means any equipment, device or devices arranged to signal the presence of fire, smoke, heat or other hazards requiring urgent attention and to which the fire department is expected to respond.

Fire alarm system user means the owner, agent or person in control of the property on which a fire alarm system or systems is maintained within the corporate limits of the city.

Automatic dialing device means a fire alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a pre-recorded voice

message or coded signal indicating the existence of the emergency situation that the alarm system is designed to detect.

False alarm means any fire alarm, which was discharged falsely, accidentally, through mechanical failure, malfunction, improper installation, lack of maintenance, or by negligence of the owner or lessee of the alarm system or of his and/or her employees or agents. False alarms shall not include:

1. Alarms that occur during electrical storms, tornadoes, hurricanes, ice storms, earthquakes, other natural disaster or Acts of God.
2. Disruption of the telephone circuits beyond the control of the alarm company and/or the alarm user.
3. Electrical power disruption or any failure not caused by the user.
4. Alarms which occur as a result of an actual fire or emergency condition.
5. Alarms designed to alert only the inhabitants of a premise.

Fire department response means the dispatching of a fire unit to investigate a fire alarm.

Health care occupancies are those occupancies used for the purposes of treatment or care of persons suffering from physical or mental illness, disease or infirmity; or the care of infants, convalescents or aged persons. Health care occupancies provide sleeping facilities for the occupants and are occupied by persons who are mostly incapable of self-preservation because of age, physical or mental disability, or because of security measures not under the occupant's control.

Non-residential occupancies are those occupancies used for or engaged in commerce, business, or manufacturing.

Permit means a certificate of authorization issued by the fire marshal's office to the owner, agent, or person in control of the property, which authorizes the operation of a fire alarm system or systems at an alarm site.

Permit holder means any individual, corporation, partnership or other legal entity to which an alarm system permit is issued.

Person means any individual, corporation, partnership or other legal entity.

Residential occupancies are those private occupancies that provide living accommodations for persons not under medical care.

Sec. 11-141. Applicability.

The provisions of this article apply to all fire alarm systems installed within the corporate limits of the city of Killeen, except for those fire alarm systems installed upon the premises occupied by the United States Government, the state of Texas, the city of Killeen, or any county government.

Sec. 11-142. Permit application issuance.

- (a) It shall be unlawful for any person to operate, cause to be operated, or permit the operation of a fire alarm system or systems at an alarm site unless a valid permit has been issued by the fire marshal's office for such system. Alarm sites in existence before the effective date of this article must be permitted within one hundred eighty (180) days of the effective date of this article. A fire alarm system user shall be in violation of this article if he permits the operation of such system without a proper permit.
- (b) A fire alarm system user or his agent shall obtain a permit for each alarm site.
- (c) Application for a permit for the operation of a fire alarm system or systems at an alarm site shall be made with the fire marshal's office by the owner, agent, or person having control over the property on which the fire alarm system is to be installed and operated. Application shall be made in writing on a form designated by the city. On such application form, the applicant shall set forth:
 - (1) The name, address, and telephone number of the owner, agent, or person in control of the property to be protected;
 - (2) The street address of the property on which the alarm system is to be installed and operated;
 - (3) A brief description of the type of property to be protected (i.e. commercial, residential, or industrial, etc.);
 - (4) Any business name or title used for the premises on which the alarm system is to be installed and operated;
 - (5) Name, address, and telephone number of the alarm company or person who will install and service the alarm system;
 - (6) Names and telephone numbers of two or more persons who are able to and have agreed to receive notification at any time from the fire department in order to deactivate the alarm system if it becomes necessary;
 - (7) Any other pertinent information required by the fire department or the fire marshal's office, which is necessary for the enforcement of this article.
- (d) The fire marshal's office shall issue a permit to the individual, corporation or other legal entity in control of the property to be protected upon submission in person or by mail of a completed application and payment of the appropriate fee, unless any statement made in the application is incomplete or false.
- (e) The fire marshal's office shall treat all information on the application as confidential within the limits of state law.
- (f) Any permit issued pursuant to this article shall be applicable only to the permit holder and is not transferable.
- (g) Each permit issued to a fire alarm system user shall be valid for the duration of the permit unless one of the following occurs earlier:
 - (1) Control of protected property is transferred from the permit holder;

- (2) Permit holder voluntarily discontinues services provided by a particular alarm protective service, and/or disconnects an alarm system not required by the fire code;
- (3) Revocation of the permit by the fire marshal's office pursuant to this article.

Sec. 11-143. Permit fee.

The fee for a permit issued pursuant to this article shall be as provided in the adopted fee schedule.

Sec. 11-144. Service fee for fire department responses to excessive false alarms.

- (a) The user of any fire alarm system, which upon activation elicits a fire department response from the fire department, shall be subject to the following answering fee schedule for each false alarm in the calendar year.
- (b) The fire marshal's office shall impose a service fee for each fire department response to any false alarm. The owner of the property shall be subject to the fee schedule below. The fee schedule for each premises shall be as follows in each calendar year:
 - (1) First and second false alarms: no charge.
 - (2) Third and fourth false alarms: \$100.00 each.
 - (3) Fifth through tenth false alarms: \$200.00 each.
 - (4) Eleventh and subsequent false alarms: \$500.00 each.
- (c) The service fee shall be imposed whether the fire department received the alarm by direct connection or through an intermediary, such as an answering service or modified central station.
- (d) If the fire marshal's office is notified in writing prior to the day of installation of a new alarm system, the fee imposed by this section shall be waived for a thirty (30) day period beginning with the date of the installation.
- (e) All service fees authorized in this article shall be billed and collected by the finance department, according to its procedures.

Sec. 11-145. Duty to respond.

It shall be a violation of this article if a fire alarm system user cannot be contacted or refuses to respond to the alarm site within one-half hour after receiving a request by fire department or the fire marshal's office, unless there is a bona fide emergency preventing response as determined by the fire marshal's office. Fire alarm system user may be subject to a fine for failure to respond under the penalty section of this ordinance in addition to any applicable service fee.

Sec. 11-146. Revocation of permits.

- (a) The fire marshal may revoke a fire alarm system permit if he determines that:
 - (1) There is a false statement of a material matter on the application for a permit;

- (2) The permit holder has violated this article or any of its provisions;
- (3) The permit holder has failed to make timely payment of a service fee.
- (b) It shall be unlawful for any person to operate an alarm system during the period in which his alarm permit is revoked.

Sec. 11-147. Appeal of service fee; denial or revocation of a permit.

- (a) Any permit holder aggrieved by the decision to assess a service fee by the fire marshal as provided for in section 11-144 may appeal the decision to the ~~fire appeals board~~board of adjustment. The permit holder may appeal by filing with the fire marshal a written request for a hearing, setting forth the reasons for the appeal, within ten (10) days after the fire marshal or his designated representative renders the decision.
- (b) If the fire marshal refuses to issue or revokes a permit, he shall send to the applicant or permit holder by certified mail, return receipt requested, written notice of his action and a statement of the right to an appeal. The applicant or permit holder may appeal the decision of the fire marshal to the ~~fire appeals~~-board by filing with the fire marshal a written request for a hearing, setting forth the reasons for the appeal, within ten (10) days after receipt of the notice from the fire marshal.
- (c) The filing of a request for an appeal hearing with the board stays an action of the fire marshal in assessing a service fee, refusing to issue a permit or in revoking a permit until the board makes a final decision. If a request for an appeal hearing is not made within the ten (10) day period, the action of the fire marshal is final.
- (d) If revoked, the revoked permit holder may reapply when conditions which caused the action have been corrected and if the fire marshal's office determines that the alarm system is likely to be maintained and operated in a responsible manner in accordance with the provisions of this article.

Sec. 11-148. Defense of prosecution.

It shall be an affirmative defense to prosecution under this article that:

- (1) The activation of the fire alarm system was a result of an actual fire or emergency.
- (2) The alarm system was sounded solely for the purpose of testing the alarm and the person who tested the alarm took reasonable precautions to avoid any request being made to the fire department to respond to such alarm. This section shall not apply to conduct which is in violation of section 42.06 of the Penal Code of the state of Texas.

Sec. 11-149. Penalty for violation of section.

Any violation of any provision of this article shall be deemed a Class C Misdemeanor and any person convicted of any such violation shall be fined not less than seventy-five dollars (\$75.00) nor more than two thousand dollars (\$2,000.00). Each day and every day that such violation shall continue shall be a separate offense.

Sec. 11-150. Reserved.

ARTICLE VIII. FIRE SERVICE FEE RECOVERY

Sec. 11-151. Definitions.

Emergency incident means a situation that requires the response of the fire department.

Fire service fees means charges imposed for services provided during an emergency incident that requires a fire department response.

Person means a natural person, corporation, partnership or other entity with legal capacity.

Response means an arrival at the scene of an emergency incident by fire department vehicles to provide fire services.

Sec. 11-152. Fee Recovery.

The fire department shall have the authority to bill a person, including an insurance company that provides insurance coverage to a person, for the reasonable costs related to the use, loss, damage, and wear and tear to fire department apparatus, tools equipment, and materials necessary to provide fire services and 911 response to a person involved in an emergency incident, subject to the conditions and limitations of this article.

Sec. 11-153. Billing.

- (a) The fire department shall bill for such fire response services by and through its EMS billing department. The fire department shall use incident report information as the basis for the charge and recovery of fire service fees for each incident.
- (b) The EMS billing department shall submit an invoice for the fire services provided to the person or relevant insurance company of a person determined to be at fault by the fire or police department in an emergency incident. If it can be reasonably determined that there is insurance coverage for a particular emergency incident, the EMS billing department shall attempt to recover any such fees from the insurance company before seeking payment from the person. The billing department shall also be authorized to act as an agent and bill for, at the approved rate, any authorized responding mutual aid fire department upon the request of an authorized Incident Command Officer of the fire department to provide for reimbursement of services and reimbursable consumable products provided in the service to the fire department.

Sec. 11-154. Schedule of Fire Service Fees.

Fire service fees will be charged in accordance with the adopted fee schedule.

SECTION III. 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 IV. 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 V. That this ordinance shall take effect on January 1, 2026.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 2nd day of December 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

Summary of Significant Construction Code Changes

October 30, 2025

Residential Building Code Changes:

- R310.0 = Smoke alarms in sleeping lofts.
- R310.3.1 = Prohibited smoke alarm installation near cooking appliances.
- R315 = Sleeping lofts.
- R317 = Garages – EV charging stations and automotive lift requirements.
- R329 = Solar Energy Systems – Building-Integrated Photovoltaics (BIPV) systems should be marked from below to identify hazardous areas for emergency responders.
- R330.8 = Impact protection regarding Energy Storage System (ESS) installation from vehicle impact.
- R506.3.3 = Vapor retarders for concrete slab was changed from 10 mil back to 6 mil.
- R703 = Multiple clarifications to exterior wall coverings.
- R905 = Clarifications added to mineral surfaced roll roofing. Wind resistance to multiple roof material types added.

Plumbing & Gas Code Changes:

- P2717.2 = Dishwasher Waste Connection- Code gives three options to connect the dishwasher to the waste line.
- P2801.5.3 = Appliance, Equipment, and Insulation in Pans when subject to flooding. The code requires the water heater to be blocked up above the flood level rim of the pan.
- P2903.6 = Existing metal pipe used for grounding – New approved grounding method must be provided before piping is replaced by non-metallic pipe.
- G2417.7.3.1 = Purging abandoned gas piping.

Mechanical Code Changes:

- M1411 = Approved refrigerants must be installed per their listing.

Energy Code Changes:

- N1102.1.3 = Ceiling R Values– Reduced R49 attic installation back to R38.
- N1102.1.5 = Component performance alternative, UA replaced with total building thermal envelope conductance (TC).
- N1103.3.1 = Duct systems must be designed and sized using ACCA Manual D procedures.
- N1103.6.4 = Intermittent exhaust control for bathrooms and toilet rooms. There are now four types of controls.
- N1104.4 = Where renewable energy generation is used renewable energy certification required.

Electrical Code Changes (for reference only, already adopted by the state):

- 210.8(A) = Dwelling Units - GFCI protection is required for all 125-volt through 250-volt receptacles installed in the locations specified. New Item (7) areas with sinks and permanent provisions for food preparation, beverage preparation or cooking.
- 210.8(D) = Specific Appliances- GFCI protection shall be provided for the branch circuit or outlet supplying the list of 12 specific appliances rated 150 volts or less to ground and 60 amperes or less, single – or 3-phase.
- 210.18 = Branch circuits not over 1000 volts – Branch circuits recognized by this article shall be rated in accordance with the maximum permitted ampere taking or setting of the over current device. The rating for other than individual branch circuits shall be 10 (New), 15,20,30,40 and 50 amperes.
- 210.23 = Permissible loads, Multiple – Outlet Branch Circuits.
- 210.52 (C) (2) = Dwellings, Receptacles, Island and Peninsular changes.
- 210.52 (C) (3) = Receptacles serving the kitchen countertop shall be located above the work surface.

Commercial Building Code Changes:

- 717.2.4 = MEP controls shall not be installed in air duct systems.
- 718.2.1 = Concealed Spaces – New fire blocking materials allowed.
- 907.2.11.3 = Residential Smoke Alarm and Detection Systems – Installation near cooking appliances shall not be less than 10 ft apart.
- 915.1.1 = Carbon Monoxide (CO) – Required in buildings with a CO source.
- 1014.3 = Handrails – Lateral location along walking surfaces.
- 1208.3 = Interior Space Dimensions – Dwelling unit size clarifications.

Commercial Plumbing Code Changes:

- 306.2.4 = Trenching, Excavation and Backfill – Tracer Wire required.
- 312.4 = Tests and Inspections – Drainage and vent tests, code now allows a vacuum test method.
- 419.6 = Lavatories – Soap Dispensers are required.
- 504.7 = Safety Devices – Required Pan for Water Heater. A plastic pan installed beneath a gas-fired water heater shall be constructed of material having a flame spread index of 25 or less.

Commercial Mechanical Code Changes:

- 306.5 = Access and Service Space – Permanent access required for equipment and appliances on roofs or elevated structures located more than 16 ft above grade.

Commercial Energy Code Changes:

- C402.6.1.2.2 = Air Leakage- Building Thermal Envelope – Electrical and communication boxes shall either be caulked, taped, gasketed, or sealed.
- C403.8.6.2 = Fans and Fan Controls – Intermittent exhaust control for bathrooms and toilet rooms the code allows four options.
- C405.2.1 = Occupant sensor controls, the code requires these in sixteen different room type uses.
- C405.2.10 = Sleeping Unit and Dwelling Unit Lighting and Switched Receptacle Controls. Sleeping units and dwelling units in hotels, motels and vacation timeshare properties shall be provided with lighting controls and switched receptacles.
- C406.2.3.2 = Service Hot Water Piping Insulation Increase. All service hot water piping shall be insulated from the hot water source to the fixture shutoff.

Swimming Pool Construction Code Changes:

- 305.2.4 = Screen Enclosure as a Barrier.
- 305.2.4.1 = Mesh for Screen Enclosures.
- 320.3 = Secondary Disinfection Systems.

Chapter 8: Building and Construction Standards Changes:

- Make minor amendments necessary to convert from current construction codes to the new construction codes.
- Sec. 8-29 = Interactive Voice Response (IVR) - Added the contractors option of using the new live video recorded inspection, in lieu of waiting for next day.
- Sec. 8-36 through 39 = Construction Board of Appeals (CBOA) is being modified to create a universal Board of Adjustment (BOA).
- Sec. 8-61 = Contractor Liability Insurance – established a \$100,000 minimum contractor liability insurance will be required upon contractor's annual registration.
- Sec. 8-181 (item 10) = Allows a new design option for apartments with a single exit design to be constructed in accordance with local government code section 214.301 (b).

Fire Code Changes:

- **Section 11-62 (item 12). Amendments:**
 - Require new buildings or structures greater than 12,000 square feet to install an automatic fire sprinkler system.



2024 INTERNATIONAL BUILDING AND FIRE CODES ADOPTION

OR-25-016

December 2, 2025

Code Adoption History (3-Year Cycle)

2

Code Set	Effective Date	Years Enforced
1988 SBC / 1990 NEC	May 1990	12 years
2000 IBC / 1999 NEC	May 2002	4 years
2003 IBC / 2005 NEC	Feb 2006	3 years
2006 IBC / 2009 NEC	Feb 2009	3 years
2009 IBC / 2008 NEC	Feb 2011	5 years
2012 IBC / 2011 NEC	(Tabled)	
2015 IBC / 2014 NEC	Jan 2016	3 years
2018 IBC / 2017 NEC	Jan 2019	3 years
2021 IBC / 2020 NEC	Mar 2022	3 years
2024 IBC / 2023 NEC	Jan ,01 2026 (Target Date)	

Area Code Adoptions

3

□ Currently:

- ▣ Harker Heights is on the 2024 Codes and 2023 NEC
- ▣ Hutto is on the 2024 Codes and the 2023 NEC
- ▣ Cedar Park is on the 2021 Codes and the 2020 NEC
- ▣ Killeen is on the 2021 Codes and the 2020 NEC
- ▣ Georgetown is on the 2021 Codes and 2023 NEC
- ▣ Leander is on the 2021 Codes and the 2023 NEC
- ▣ Waco is on 2018 Codes and 2023 NEC
- ▣ Temple is on the 2015 Codes and 2017 NEC

Area Code Adoptions

4

□ Future Code Adoptions:

- ▣ Marble Falls plans to adopt the 2024 Code this year
- ▣ Copperas Cove is in the process of reviewing to adopt the 2024 Code

Benefits of Adopting New Codes

4

- Provide up to date, **highest quality codes**, standards and products in which to construct.
- Improve the health, safety, and general welfare of our citizens by creating **safer buildings**.
- Improve the standards for **energy-efficient buildings**.
- Maintain and/or improve our **ISO** (Insurance Services Office) Rating.

ISO Building Code Effectiveness Grading Schedule

5

The City of Killeen's past ISO Building Code Effectiveness scores:

Year	Residential	Commercial
2008	5	5
2014	5	4
2018	4	4
2022	4	4

- Grading scores are between 1 and 10, with 1 being the best and 10 being the worst.
- The state average score in 2019 was 6 and 6.
- This audit occurs every 4 to 6 years.

Joint Public Hearing with Construction Board, Local Builders and Citizens

6



A Public Hearing on the proposed changes was held on October 16, 2025, and had approximately 22 attendees.

Joint Public Hearing with Construction Board, Local Builders and Citizens

6



Staff presented over 40 significant code changes affecting construction in Killeen.

Summary of Significant Residential Building Code Changes

9

- ❑ R310.0 = **Smoke alarms** in sleeping lofts.
- ❑ R310.3.1 = **Prohibited smoke alarm** installation near cooking appliances.
- ❑ R315 = **Sleeping loft** construction.
- ❑ R317 = **Garages** – Electric Vehicle (EV) charging station requirements.
- ❑ R329 = **Solar Energy Systems** – Building-Integrated Photovoltaics (BIPV) systems should be marked from below to identify hazardous areas for emergency responders.

Estimated Cost of Compliance for New Home Construction

10

2021 IRC vs. 2024 IRC:

- ❑ City of Harker Heights reports that moving to the 2024 is a cost savings.
- ❑ Home Innovation Research Labs report (July 2024) reports that costs saving are estimated to be as low as \$13 to high of \$2,154.

Summary of Significant Commercial Building Code Changes

11

- 717.2.4 = **Mechanical, Electrical, Plumbing (MEP)** controls shall not be installed in air duct systems.
- 718.2.1 = **Concealed Spaces** – New fire blocking materials allowed.
- 907.2.11.3 = **Residential Smoke Alarms** – Installation near permanent cooking appliances shall not be less than 10 ft apart.
- 915.1.1 = **Carbon Monoxide (CO)** – Required in buildings with a CO source.
- 1014.3 = **Handrails** – Lateral location along walking surfaces shall be within a 6-inch reach.
- 1208.3 = **Interior Space Dimensions** – Dwelling unit size clarifications for habitable spaces.

Summary of Significant National Electrical Code Changes

12

- 210.8(A) = **Dwelling Units - GFCI protection** is required for all 125-volt through 250-volt receptacles installed in the locations specified. New Item (7) added that require areas with sinks and permanent provisions for food preparation, beverage preparation or cooking to have GFCI protection.
- 210.8(D) = **Specific Appliances- GFCI protection** shall be provided for the branch circuit or outlet supplying the 12 listed specific appliances rated 150 volts or less to ground and 60 amperes or less, single – or 3-phase. Including electric ranges, wall-mounted ovens, counter-mounted cooking units, clothes dryers, and microwaves.
- 210.18 = **Branch circuits not over 1000 volts** – Branch circuits recognized by this article shall be rated in accordance with the maximum permitted ampere taking or setting of the over current device. The rating for other than individual branch circuits shall be **10 (New)**, 15,20,30,40 and 50 amperes.

Summary of Local Amendments to Chapter 8 – Building & Construction Regulations

13

- Minor text amendments necessary to adopt the new construction codes.
- Sec. 8-29 = **Interactive Voice Response (IVR)** - Added the option for contractors to use the new live video recorded inspection in lieu of waiting for next day field inspections.
- Sec. 8-36 through 39 = **Construction Board of Appeals (CBOA)** is being modified to create a universal Board of Adjustment (BOA).
- Sec. 8-61 = **Contractor Liability Insurance** – established a \$100,000.00 minimum contractor liability insurance will be required upon contractor's annual registration to improve contractor responsibility.

Summary of Local Amendments to Chapter 11 – Fire Prevention & Protection

17

Automatic Fire Sprinkler Systems:

- ❑ Require new buildings or structures greater than 12,000 square feet to install an automatic fire sprinkler system.

Recommendation

18

The Killeen Construction Board of Appeals and the Building Inspections staff both recommend the adoption of the new construction codes with changes to Chapter 8 as presented, and the Fire Marshal's office recommends adoption of the new Fire Code as amended in Chapter 11:

- ❑ New 2024 International Construction Codes
- ❑ New 2023 National Electric Code
- ❑ New 2024 International Fire Code
- ❑ Local amendments to Chapters 8 and 11



City of Killeen

Staff Report

File Number: PH-25-071

Hold a public hearing and consider an ordinance amending Chapter 18 of the City of Killeen Code of Ordinances by prohibiting the open storage of nuisance vehicles and updating the junk vehicle ordinance.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Ordinance Amending Chapter 18

BACKGROUND AND FINDINGS:

Effective January 1, 2025, the Texas Transportation Code, Chapter 548, was amended, removing vehicle safety inspections for most passenger vehicles. This allows vehicles to be registered without undergoing vehicle safety inspections. Thus, potentially allowing the registration of vehicles that may have been previously classified as Junk Vehicles.

The proposed amendments to Chapter 18 are intended to address the changes made to the Transportation Code and allow the City to now identify and address the open storage of nuisance vehicles and provide a penalty for doing so.

Staff is proposing the following amendments to Killeen Code of Ordinances, Chapter 18, Article V - Junk Vehicles:

- Changing the definition of a Junk Vehicle by removing language relating to the vehicle safety inspection.
- Adding a definition of a Nuisance Vehicle.
- Adding a definition of a Vehicle.
- Adding and declaring that the newly defined Nuisance Vehicles are detrimental to the safety and welfare of the public, tends to reduce the value of private property, invites vandalism, creates a fire hazard, is an attractive nuisance, creating a hazard to the health and safety of minors, produces urban blight adverse to the maintenance and continuing development of the city, and is a public nuisance
- Changing the abatement enforcement designee from the building official to the Executive Director of Development Services, or designee.
- Adding Nuisance Vehicles to the relocation regulations, ensuring that they remain as such regardless of their location in city limits.

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 18 are necessary to effectively abate junk vehicles and identify and address the open storage of nuisance vehicles while protecting the public safety, health, convenience, comfort, prosperity, and general welfare of the City. Therefore, staff recommends approval of the proposed ordinance amending Chapter 18 as presented.

DEPARTMENTAL CLEARANCES:

Code Enforcement and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Presentation

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING CHAPTER 18 OF THE CITY OF KILLEEN CODE OF ORDINANCES; MAKING THE OPEN STORAGE OF NUISANCE VEHICLES UNLAWFUL; PROVIDING A PENALTY; 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, 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 Texas Local Government Code; and,

WHEREAS, the City of Killeen has declared the application and enforcement of the City's nuisance control and abatement regulations found in Chapter 18 of the Killeen Code of Ordinances to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity, and general welfare of the City; and,

WHEREAS, the City Council desires to amend nuisance control and abatement regulations to encourage voluntary compliance and discourage repeat offenses; and,

WHEREAS, the City Council finds that such amendments are necessary and desirable to minimize the establishment of nuisance conditions within the City in order to protect the public safety, health, convenience, comfort, prosperity, and general welfare of the City.

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

SECTION I. That Chapter 18, Article V of the Code of Ordinances, City of Killeen, Texas, is hereby amended to read as follows:

ARTICLE V. JUNK VEHICLES AND NUISANCE VEHICLES

* * * *

Sec. 18-51. Definitions.

Whenever the following terms are used in this [Article](#), they shall have the meanings respectively ascribed to them in this section:

Antique vehicle shall mean a passenger car or truck that is at least twenty-five (25) years old.

Code enforcement director shall mean the director of code enforcement or his designee.

Demolisher shall mean a person whose business is to convert a motor vehicle into processed scrap or scrap metal or to otherwise wreck or dismantle a motor vehicle.

Junked vehicle shall mean a ~~v~~Vehicle that: ~~is self-propelled and~~

(1) Displays an expired ~~license plate or invalid motor vehicle inspection certificate~~vehicle registration sticker or does not display a license plate or ~~motor vehicle inspection certificate~~vehicle registration sticker; and

(2) Is

(A) Wrecked, dismantled, or partially dismantled, or discarded; or

(B) ~~is i~~noperable and has remained inoperable for more than:

(i) Seventy-two (72) consecutive hours, if the vehicle is on public property; or

(ii) Thirty (30) consecutive days, if the vehicle is on private property.

Motor vehicle collector shall mean a person who owns one or more Antique or Special interest vehicles and acquires, collects, or disposes of an Antique or Special interest vehicle or part of them for personal use to restore and preserve an ~~a~~Antique or ~~s~~Special interest vehicle for historic interest.

Nuisance vehicle shall mean any Vehicle or trailer that is:

(1) wrecked, disassembled, dismantled (wholly or partially), discarded, substantially disfigured or damaged, disintegrated, ruined, destroyed, or demolished, or

(2) unattended on jack stands, blocks, or other means so that the vehicle is not supported by its wheels, or

(3) in a condition with one or more flat tires or is missing one or more wheels, or

(4) inoperable and has remained inoperable for more than:

(A) seventy-two (72) hours, if the vehicle is on public property; or

~~(A)~~(B) thirty (30) consecutive days if the vehicle is on private property.

Special interest vehicle shall mean a motor vehicle of any age that has not been altered or modified from the original manufacturer's specifications and, because of its historic interest, is being preserved by hobbyists.

Vehicle shall mean any passenger or cargo vehicle, and shall include a motorcycle, all-terrain vehicle, trailer, boat, or personal watercraft.

Sec. 18-52. Declaration of nuisance.

A ~~J~~junked vehicle or a Nuisance vehicle, including a part of a ~~j~~Junked ~~V~~Vehicle or Nuisance vehicle, that is visible at any time of the year from a public place or public right-of-way:

A. Is detrimental to the safety and welfare of the public;

B. Tends to reduce the value of private property;

C. Invites vandalism;

- D. Creates a fire hazard;
- E. Is an attractive nuisance, creating a hazard to the health and safety of minors;
- F. Produces urban blight adverse to the maintenance and continuing development of the city; and
- G. Is a public nuisance.

Sec. 18-53. Exception.

The following are exempt from the provisions of this ~~a~~Article:

- A. A ~~V~~vehicle or vehicle part that is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or
- B. A ~~V~~vehicle or vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an ~~a~~Antique or ~~S~~special interest vehicle stored by a ~~M~~motor vehicles collector on the collector's property, if the ~~V~~vehicle and the outdoor storage area are:
 - 1. Maintained in an orderly manner;
 - 2. That do not constitute a health hazard; and
 - 3. Are screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery. ~~;~~~~or~~
- C. A ~~motor-v~~Vehicle designed or altered for competitive racing, ~~or~~ used for hunting, or used for off-road activities and that is stored on private property for not more than ~~thirtyfifteen~~ (3015) days, except, however, only one (1) such ~~V~~vehicle is allowed on the property at any one time.

D. It shall be an affirmative defense for a notice of a Nuisance Vehicle if the Nuisance Vehicle is stored or parked in a lawful manner on private property in connection with the business of an auto body repair shop. This defense does not apply to a Junked Vehicle at the same location.

Sec. 18-54. Abatement requirements for a Junked vehicle.

- A. The city shall abate and remove from private or public property or public right-of-way any ~~J~~junked vehicle or part of a ~~J~~junked vehicle which is a public nuisance.
- B. Procedures to abate:
 - 1. If requested by the owner, A public hearing as set forth in section 18-57 shall be ~~required~~held before removal of the ~~public nuisance~~Junked vehicle.
 - 2. A ~~j~~Junked vehicle removed pursuant to this Article shall not be allowed to be reconstructed or made operable after removal by the city.
 - 3. Notice shall be sent to the Texas Department of Transportation no later than the fifth day after the date of removal.
- C. The municipal court may issue necessary orders to enforce the order from the ~~building official~~Executive Director of Development Services, or designee, to ~~remove~~ abate the public nuisance.

D. Procedures for abatement and removal of the public nuisance shall be administered by the code enforcement director, and he may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.

E. Any person authorized by the city may enter private property to abate or remove the nuisance.

Sec. 18-55. Relocation of a ~~J~~junked vehicle or a Nuisance vehicle.

The relocation of a ~~J~~junked vehicle or Nuisance vehicle that is a public nuisance to another location within the city limits after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the ~~J~~junked vehicle or Nuisance vehicle constitutes a public nuisance at the new location.

Sec. 18-56. Notice to abate.

A. The procedures for the abatement and removal of a public nuisance under this ~~A~~article shall provide not less than ten (10) days' notice of the nature of the violation and must be sent by certified mail with a five-day return requested or delivered by the United States Postal Service with signature confirmation service to:

1. The last known registered owner of the nuisance;
2. Each lien holder of record of the nuisance; and
3. The owner or occupant of:
 - a. The property on which the nuisance is located; or
 - b. If the nuisance is located in a public right-of-way, the property adjacent to the right-of-way.

B. The notice must state:

1. The nuisance must be abated and removed not later than the tenth (10th) day after the date on which the notice was mailed; and
2. Any request for a hearing must be made before the ten (10) day period expires.

C. If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, hand delivered.

D. If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the eleventh (11th) day after the date of the return.

Sec. 18-57. Hearing.

A. If a person for whom notice was sent regarding the removal or abatement of a Junked vehicle requests an administrative hearing not later than the date by which the ~~nuisance-Junked vehicle~~ must be abated and removed, such hearing shall be held before the ~~building official~~Executive Director of Development Services, or designee, not earlier than the eleventh (11th) day after the date of service of notice.

B. At the hearing, the ~~J~~junked ~~motor~~ vehicle is presumed to be inoperable, unless demonstrated otherwise by the owner.

C. Any order requiring the removal ~~of a vehicle or vehicle part~~under this Article must include the ~~V~~vehicle's description, identification number, and license number of the ~~V~~vehicle if the information is available at the location of the nuisance.

Sec. 18-58. Voluntary abatement.

~~If, w~~Within ten (10) days after receipt of notice to abate the nuisance as provided in this ~~A~~article, the owner of the ~~V~~vehicle ~~shall~~may give ~~his~~ written permission to the code enforcement director for the removal of the ~~J~~junked ~~motor~~ vehicle or Nuisance vehicle from the premises. ~~, t~~The giving of such permission shall be considered compliance with the provisions of this ~~A~~article.

Sec. 18-59. Disposal of ~~j~~Junked vehicles; remedies.

A. A ~~J~~junked vehicle or ~~vehicle~~ part of a Junked Vehicle shall be disposed of by removal to a scrapyards, motor vehicle demolisher, or any suitable site operated by the city for processing as scrap or salvage.

B. Any individual who fails to timely abate a nuisance may be required to pay the city restitution for the city's cost in removing, abating, or curing such nuisance, plus an administrative fee ~~of one hundred dollars (\$100.00)~~as stated in the adopted fee schedule.

C. Any Junked vehicle or vehicle part, after removal by this ~~A~~article, shall not be reconstructed or made operable.

Sec. 18-60. Obstructions to traffic.

Nothing in this ~~A~~article shall affect a law or ordinance authorizing the immediate removal, as an obstruction to traffic, of a ~~V~~vehicle left on public property.

Sec. 18-61. Criminal penalties.

It shall be unlawful for any owner, lessee, occupant, or person in control of any lot, parcel of land, or premises within the city to allow a Junk vehicle or Nuisance vehicle to remain on any private or public property in violation of this Article. A person who commits an offense under ~~section 18-52 is~~this Article, on conviction, ~~subject to a fine not to exceed \$200.00~~shall be punished under the provisions of section 1-8. On conviction, the court shall order removal and/or ~~and~~ abatement of the nuisance.

Secs. 18-62-18-80. 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 immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 2nd day of December 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



ORDINANCE AMENDING CHAPTER 18 – JUNK VEHICLES

PH-25-071

December 2, 2025

Ord. Amending Ch. 18 – Junk Vehicles

2

- Hold a public hearing and consider an ordinance amending Chapter 18 of the City of Killeen Code of Ordinances; making the open storage of nuisance vehicles unlawful; providing a penalty; providing a severability clause; providing a savings clause; and providing for the repeal of conflicting provisions.

Background

3

- During their 88th Regular Session in 2023, the Texas Legislature passed House Bill 3297, abolishing the vehicle safety inspection program for non-commercial vehicles.
- Effective January 1, 2025, Chapter 548 of the Texas Transportation Code was amended, removing vehicle safety inspections for most passenger vehicles, allowing vehicles to be registered without undergoing vehicle safety inspections, and thus potentially allowing the registration of vehicles that may have been previously classified as Junk Vehicles.

Background

4

- The proposed amendments to Chapter 18 are intended to address the changes made to the Transportation Code during the 88th Texas Legislature and allow the City to now identify and address the open storage of nuisance vehicles and provide a penalty for doing so.

Definition Changes

5

- Staff is proposing the following amendments to Killeen Code of Ordinances, Chapter 18, Article V - Junk Vehicles:
 - ▣ Changing the definition of a Junk Vehicle by removing language relating to vehicle safety inspections.
 - ▣ Adding a definition of “Vehicle” to mean any passenger or cargo vehicle, including all-terrain vehicles, boats, or personal watercrafts.

Definition Changes

6

- Adding a new definition of Nuisance Vehicle to mean any Vehicle that is:
 1. Wrecked, dismantled or partially dismantled, discarded, substantially disfigured, damaged, disintegrated, ruined, destroyed, or demolished, or
 2. Unattended on jack stands, blocks, or other means so that the vehicle is not supported by its wheels, or
 3. In a condition with one or more flat tires or is missing one or more wheels, or

Definition Changes

7

- ▣ Adding a new definition of Nuisance Vehicle to mean any Vehicle that is:
 - 4. Inoperable and has remained inoperable for more than:
 - A. Seventy-two (72) hours if on public property; or
 - B. Thirty (30) consecutive days if on private property.

Nuisance Declaration

8

- Adding and declaring that the newly defined Nuisance Vehicles are detrimental to the safety and welfare of the public, tends to reduce the value of private property, invites vandalism, creates a fire hazard, is an attractive nuisance, creating a hazard to the health and safety of minors, produces urban blight adverse to the maintenance and continuing development of the city, and is a public nuisance.

Abatement Requirements & Relocation

9

- Changing the abatement enforcement designee from the Building Official to the Executive Director of Development Services, or designee.
- Adding Nuisance Vehicles to the relocation regulations, ensuring that they remain as such regardless of their location in City limits.

Staff Recommendation

10

- Staff finds that the proposed amendments to Chapter 18 are necessary to identify and address the open storage of nuisance vehicles.
- Therefore, staff recommends approval of the proposed ordinance amending Chapter 18 – Junk Vehicles as presented.



City of Killeen

Staff Report

File Number: PH-25-072

Hold a public hearing and consider an ordinance submitted by Cecilia Leon, on behalf of Tong Min and Claudia Lizeth Kim, **(Case# Z25-35)** to rezone part of Lot 1, Block 11 out of the Killeen Original Addition from "B-5" (Business District) with "HOD" (Historic Overlay District) to "B-C-1" (General Business and Alcohol Sales District) with "HOD" (Historic Overlay District). The subject property is locally addressed as 301 East Avenue D, Killeen, Texas.

DATE: December 2, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Zoning Case # Z25-35: "B-5" w/HOD to "B-C-1" w/HOD

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Tong Min and Claudia Lizeth Kim

Agent: Cecilia Leon

Current Zoning: "B-5" (Business District) with "HOD" (Historic Overlay District)

Proposed Zoning: "B-C-1" with "HOD" (General Business and Alcohol Sales District)

FLUM Designation: 'Urban Village' (UV)

Growth Sector Designation: 'Infill & Enhance' (IE)

Summary of Request:

Cecilia Leon, on behalf of Tong Min and Claudia Lizeth Kim, has submitted a request to change the underlying zoning of the property located at 301 East Avenue D from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is located within the Historic Overlay District, and therefore has a zoning overlay designation of "HOD" (Historic Overlay District). If the request is approved, the applicant intends to operate a bar with a concept similar to a speakeasy. The applicant states in the letter of request that the project aligns with ongoing efforts to enhance the vibrancy of the downtown area. They believe that the zoning change will have a positive impact on the downtown area.

Zoning/Plat Case History:

The subject property was annexed into the City limits on April 30, 1882. This property is part of Lot 1 and Lot 2, Block 11, of the Killeen Original plat from around 1882. Staff is unable to determine the date when the property was designated with its current zoning.

Character of the Area:

North: Developed commercial property zoned "B-5" (Business District) with "HOD" (Historic Overlay District)

South: Developed commercial property zoned "B-5" (Business District) with "HOD" (Historic Overlay District)

East: Developed commercial property zoned "B-5" (Business District) with "HOD" (Historic Overlay District)

West: Developed commercial property zoned "B-5" (Business District) with "HOD" (Historic Overlay District)

Future Land Use Map Analysis:

This property is located within the 'Infill & Enhance' area on the Growth Sector Map and designated as 'Urban Village' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The Growth Sector Map indicates that these parcels are in the 'Infill & Enhance' sector and as such, have existing development and full service, but are located in areas where additional population, higher development intensities, and integration of uses is desired. This sector is primarily located in downtown and the neighborhoods immediately around it. Growth policies for this area should support infill, redevelopment, and infrastructure projects. These projects should accommodate more residents and small businesses while improving walkability.

The 'Urban Village' place type is intended to be an area with active streets and a focus on people walking and cycling. Uses should be pedestrian-centric. When uses have large parking requirements, parking should be hidden behind building frontages. Commercial uses on the ground floor should have a higher proportion of glazing to create a more interesting interface between the public and private realms. It is important to remember that vertical mixing of uses is not necessary in this place type, but developments should be of a walkable urban form where buildings are close to the street, and pedestrians take precedence over automobiles. This place type encourages eighty percent (80%) nonresidential and forty percent (40%) residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.
- **LU4** - Prioritize infill and revitalization in north Killeen.
- **DT4** - Embrace the small/incremental approach to add residential units and small-scale commercial spaces.

The Comprehensive Plan promotes incremental redevelopment of properties in Killeen that can add to a widespread improvement. Additionally, staff finds the proposed rezoning is consistent with the surrounding area, which consists of mixed commercial uses.

Development Zone Analysis:

The subject property is located within the City of Killeen Development Zone #1. This development zone is north of Veterans Memorial Boulevard and west of WS Young Drive. This development zone consists of 66.38% residential uses and 33.17% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

<u>District</u>	<u>Acre</u>	<u>Percent</u>
Special Districts	1.36	0.13%
Residential	667.36	66.25%
Industrial	58.91	5.85%
Commercial	275.23	27.32%
Agricultural	0.04	0.45%
Total	1007.39	100.00%

Vacant Property	118	11.71%
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Water, Sewer and Drainage Services:

Existing Conditions - Water, Sewer, and Drainage Service

Provider: City of Killeen

Within Service Area: Yes

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

Water services are available for the property via an existing 2" water distribution main located in North Gray Street.

Wastewater services are available for the property via an existing 6" wastewater main located in the alley north of East Avenue D.

An existing curb inlet is located to the northwest of the property in North Gray Street. No information is available for the existing stormwater infrastructure.

Transportation and Thoroughfare Plan:

Access to the property is via North Gray Street (85' ROW) and East Avenue D (100' ROW), both of which are classified as local roads in the currently adopted Comprehensive Plan.

TRAFFIC IMPACT ANALYSIS SUMMARY:

The current zoning classification for the property is "B-5" w/"HOD". The property is currently vacant. The stated use for the property is a bar. Given this proposed use, the property will

generate approximately seventy-five (75) additional average daily trips. 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 trails or proposed parks on or near this site. Parkland dedication, fees in lieu of, and parkland development fees will not be required, as the property is already developed and is exempt from parkland dedication and development requirements in accordance with Sec. 26-129(B)1.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed. The property is located in Zone X (Outside the 0.2% Annual Chance Flood Hazard Area), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified the owners of sixty-nine (69) surrounding properties regarding this request. As of the date of this staff report, the staff has received no written responses regarding this request.

Staff Findings:

The current zoning of the subject property is "B-5" (Business District) with "HOD" (Historic Overlay District). The surrounding area includes predominantly commercial uses. The Comprehensive Plan envisions a vibrant downtown as the cultural and economic hub of the community. Staff finds that the applicant's request is consistent with the recommendations of the City of Killeen Comprehensive Plan and has determined that the request will not negatively impact the surrounding properties.

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 costs 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 change the underlying zoning of the subject property from "B-5" (Business District) with "HOD" (Historic Overlay District) to "B-C-1" (General Business and Alcohol Sales District) with "HOD" (Historic Overlay District) as presented.

At their regular meeting on October 27, 2025, the Planning and Zoning Commission recommend approval of the request as presented by a vote of 4 to 1, with Commissioner Sabree in opposition.

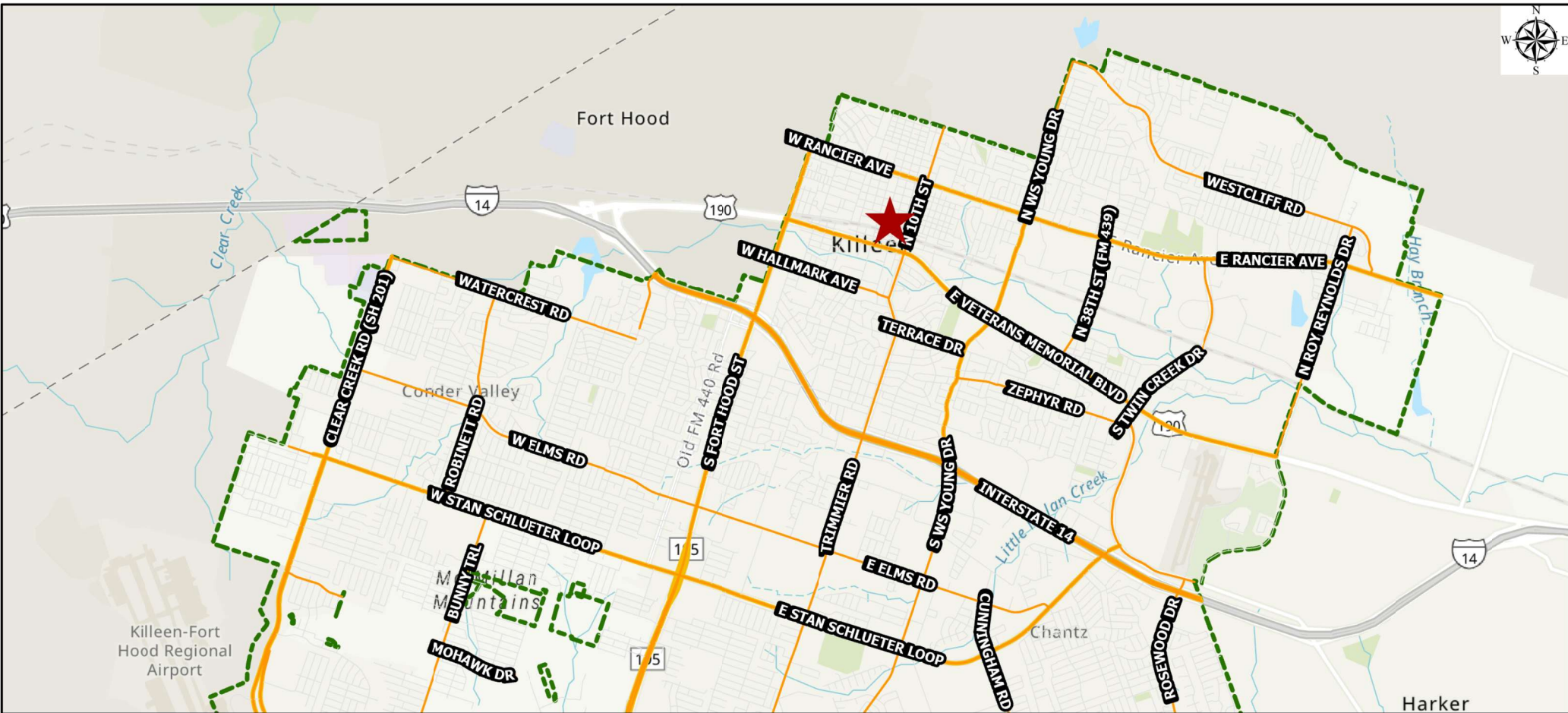
Commissioner Sabree stated that she does not vote for approval for establishments that sell alcohol.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Presentation

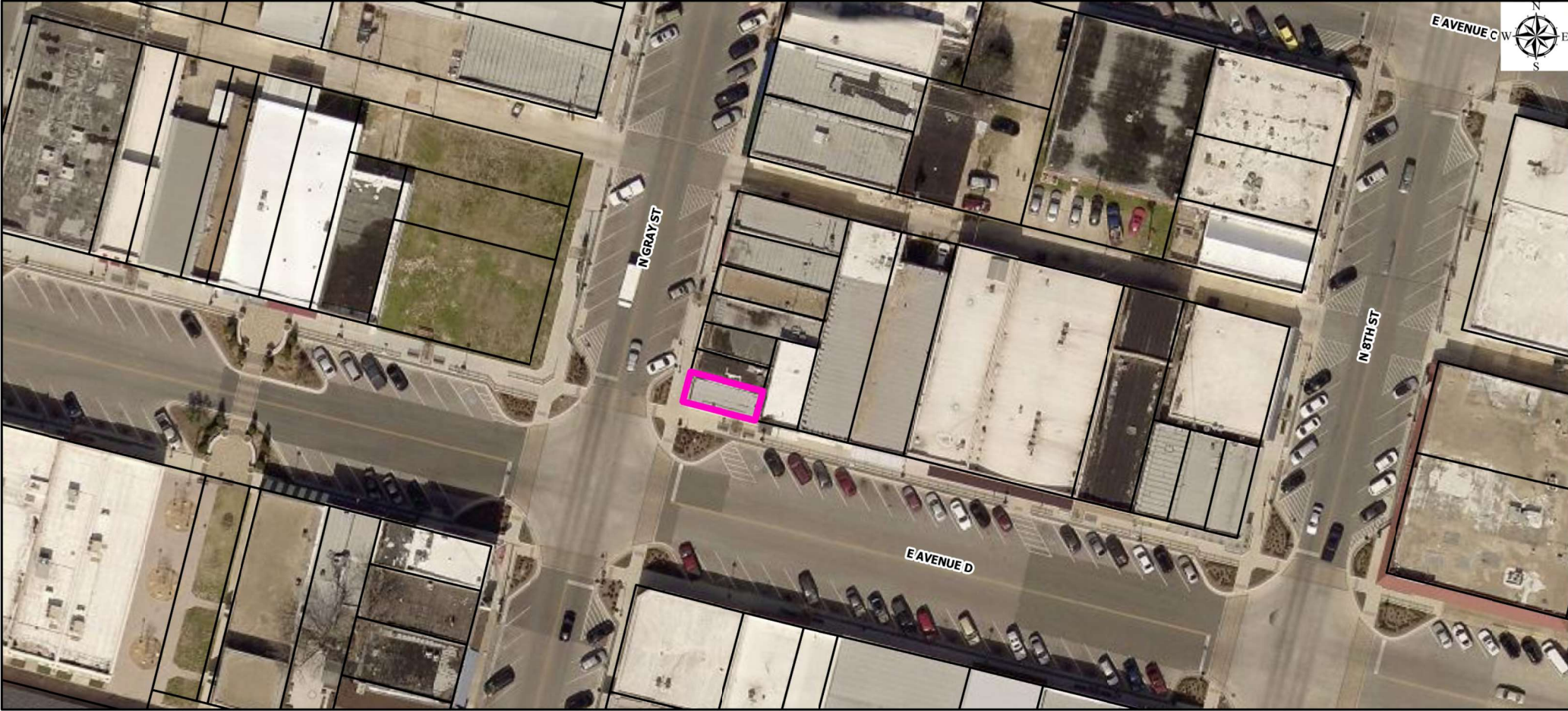


Zoning Case 2025-35

B-5 W/HOD TO B-C-1 W/HOD

 Major Roads
 City Limit

 Zoning Case Location



AERIAL MAP

Council District: 1

0

100

200

Feet

Zoning Case 2025-35

B-5 W/HOD TO B-C-1 W/HOD

Legend

Zoning Case

Subject Property Legal Description: KILLEEN ORIGINAL, BLOCK 011, LOT PT 1, 2, (S 15' OF 1 & S 15' OF W 10' OF 2)



NOTIFICATION MAP
 Council District: 1

Zoning Case 2025-35
 B-5 W/HOD TO B-C-1 W/HOD

Subject Property Legal Description: KILLEEN ORIGINAL, BLOCK 011, LOT PT 1, 2, (S 15' OF 1 & S 15' OF W 10' OF 2)

Legend

B-2	B-5	B-C-1	R-3
B-3	RC-1	R-1	Zoning Case

0 200 400 Feet

SITE PHOTOS

Case #Z25-35: "B-5" w/"HOD" to "B-C-1" w/"HOD"



View of the subject property facing east across N. Gray Street:



View from the subject property facing south down N. Gray Street:



SITE PHOTOS

Case #Z25-35: "B-5" w/"HOD" to "B-C-1" w/"HOD"



View of the surrounding properties facing west across N. Gray Street:



View of the surrounding properties facing north towards Rancier Avenue:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
OCTOBER 27, 2025
CASE # Z25-35
“B-5” w/“HOD” to “B-C-1” w/“HOD”

Hold a public hearing and consider a request submitted by Cecilia Leon on behalf of Tong Min and Claudia Lizeth Kim (**Case# Z25-35**) to rezone part of Lot 1, Block 11 out of the Killeen Original Addition from “B-5” (Business District) with “HOD” (Historic Overlay District) to “B-C-1” (General Business and Alcohol Sales District) with “HOD” (Historic Overlay District). The subject property is locally addressed as 301 East Avenue D, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Hermosillo was available to answer questions.

The applicant, Ms. Cecilia Leon, was present to represent the case with Ms. Erika Morena assisting the applicant with translating questions and answers.

Commissioner Jones asked the applicant why they needed to rezone the property to “B-C-1” (General Business and Alcohol Sales District). Ms. Leon stated that she felt that the speakeasy would enhance the downtown area, which would need the requested zoning.

Chairman Giacomozzi opened the public hearing at 5:07 p.m.

With no one wishing to speak, the public hearing was closed at 5:08 p.m.

Commissioner Cooper, having filed a Conflict of Interest Affidavit, recused herself from voting on this item.

Commissioner Jones moved to recommend approval of the request as presented. Commissioner Rowe seconded, and the motion passed by a vote of 4 to 1 with Commissioner Sabree in opposition.

Commissioner Sabree stated that she is opposition because she does not vote for establishments that are rezoning to allow for the sale of alcohol.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY PART OF LOT 1, BLOCK 11 OUT OF THE KILLEEN ORIGINAL ADDITION FROM “B-5” (BUSINESS DISTRICT) WITH “HOD” (HISTORIC OVERLAY DISTRICT) TO “B-C-1” (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT) WITH “HOD” (HISTORIC OVERLAY 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, Cecilia Leon, on behalf of Tong Min and Claudia Lizeth Kim, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of part of Lot 1, Block 11 out of the Killeen Original Addition, locally addressed as 301 East Avenue D, Killeen, Texas, from “B-5” (Business District) with “HOD” (Historic Overlay District) to “B-C-1” (General Business and Alcohol Sales District) with “HOD” (Historic Overlay District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on October 27, 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 December 2, 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 part of Lot 1, Block 11 out of the Killeen Original Addition, locally addressed as 301 East Avenue D, Killeen, Texas, be changed from “B-5” (Business District) with “HOD” (Historic Overlay District) to “B-C-1” (General Business and Alcohol Sales District) with “HOD” (Historic Overlay 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 2nd day of December 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 #25-35

Ord. #25-____

We respectfully request your favorable consideration and approval of the Zoning amendment for 301 E Avenue D. Our project represents a substantial private investment that will directly support the city's ongoing efforts to revitalize and strengthen the heart of our community by adding a critical component to its downtown and economy. We are confident that the proposed B-C-1 Zoning Change will have positive impact.

Cecilia G León Vivanco





CASE #Z25-35: “B-5” W/ “HOD”
TO “B-C-1” W/ “HOD”

PH-25-072

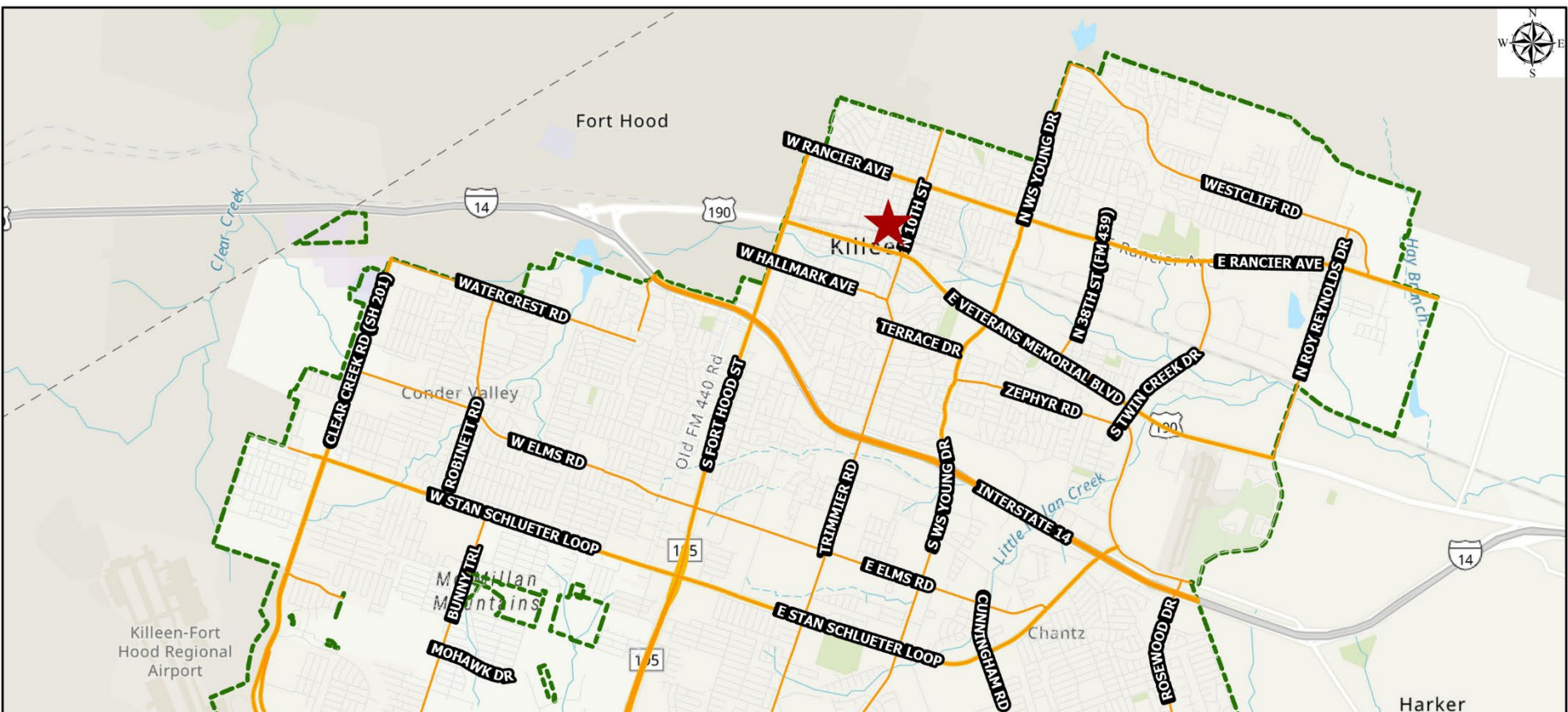
December 2, 2025

“B-5” w/ “HOD” to “B-C-1” w/ “HOD”

- Hold a public hearing and consider a request submitted by Cecilia Leon on behalf of Tong Min and Claudia Lizeth Kim (**Case# Z25-35**) to rezone part of Lot 1, Block 11 out of the Killeen Original Addition from “B-5” (Business District) with “HOD” (Historic Overlay District) to “B-C-1” (General Business and Alcohol Sales District) with “HOD” (Historic Overlay District). The subject property is locally addressed as 301 East Avenue D, Killeen, Texas.

“B-5” w/ “HOD” to “B-C-1” w/ “HOD”

- The subject property is located within the Historic Overlay District and therefore has a zoning overlay designation of “HOD” (Historic Overlay District).
- If approved, the applicant intends to operate a bar with a concept similar to a speakeasy at this location.

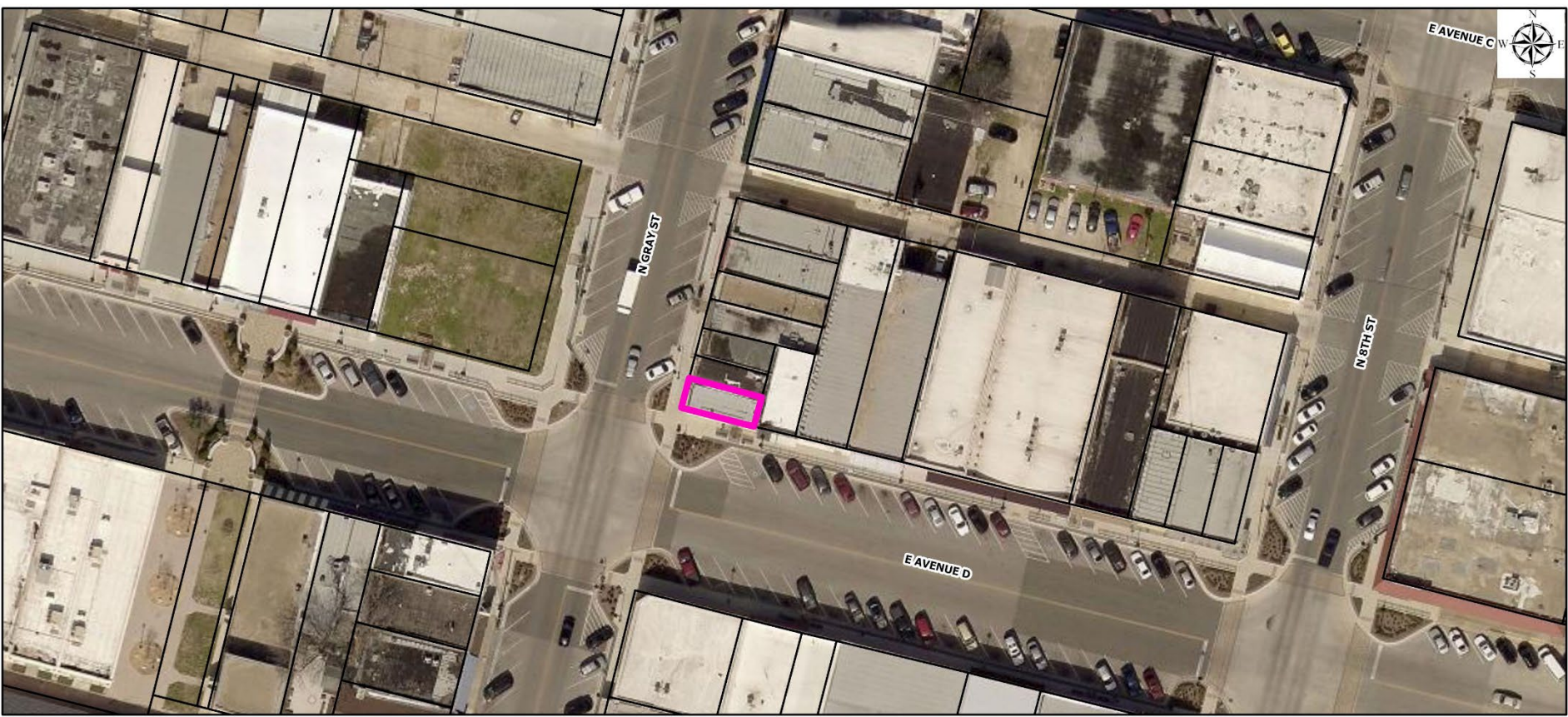


Zoning Case 2025-35

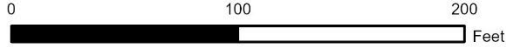
B-5 W/HOD TO B-C-1 W/HOD

 Major Roads
 City Limit

 Zoning Case Location



AERIAL MAP
Council District: 1



Zoning Case 2025-35

B-5 W/HOD TO B-C-1 W/HOD

Legend
 Zoning Case

Subject Property Legal Description: KILLEEN ORIGINAL, BLOCK 011, LOT PT 1, 2, (S 15' OF 1 & S 15' OF W 10' OF 2)

“B-5” w/ “HOD” to “B-C-1” w/ “HOD”

6

View of the subject property facing east from N. Gray Street:



“B-5” w/ “HOD” to “B-C-1” w/ “HOD”

7

View from the subject property facing south on North Gray Street:



“B-5” w/ “HOD” to “B-C-1” w/ “HOD”

8

View of the adjacent property to the west:



“B-5” w/ “HOD” to “B-C-1” w/ “HOD”

9

View from the subject property facing north on North Gray Street:



Case #Z25-34 “PUD Amendment”

- The subject property is located within the ‘Infill Enhance’ area on the Growth Sector Map and designated as ‘Urban Village’ on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Public Notification

11

- Staff notified the owners of sixty-nine (69) surrounding properties regarding this request.
- To date, staff has received no written responses regarding this request.



Legend

	B-2		B-5		B-C-1		R-3
	B-3		RC-1		R-1		Zoning Case

Recommendation

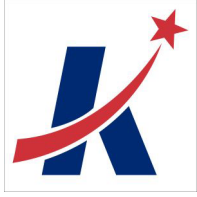
13

- Staff finds that the applicant's request will have no negative impacts on the surrounding properties.
- Therefore, staff recommends approval of the applicant's request to change the underlying zoning of the subject property from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District) as presented.

Commission Recommendation

14

- At their regular meeting on October 27, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 1.
- Commissioner Sabree voted in opposition, stating she does not support the sale of alcohol.



City of Killeen

Staff Report

File Number: DS-25-054

Receive Quarterly Financial Report



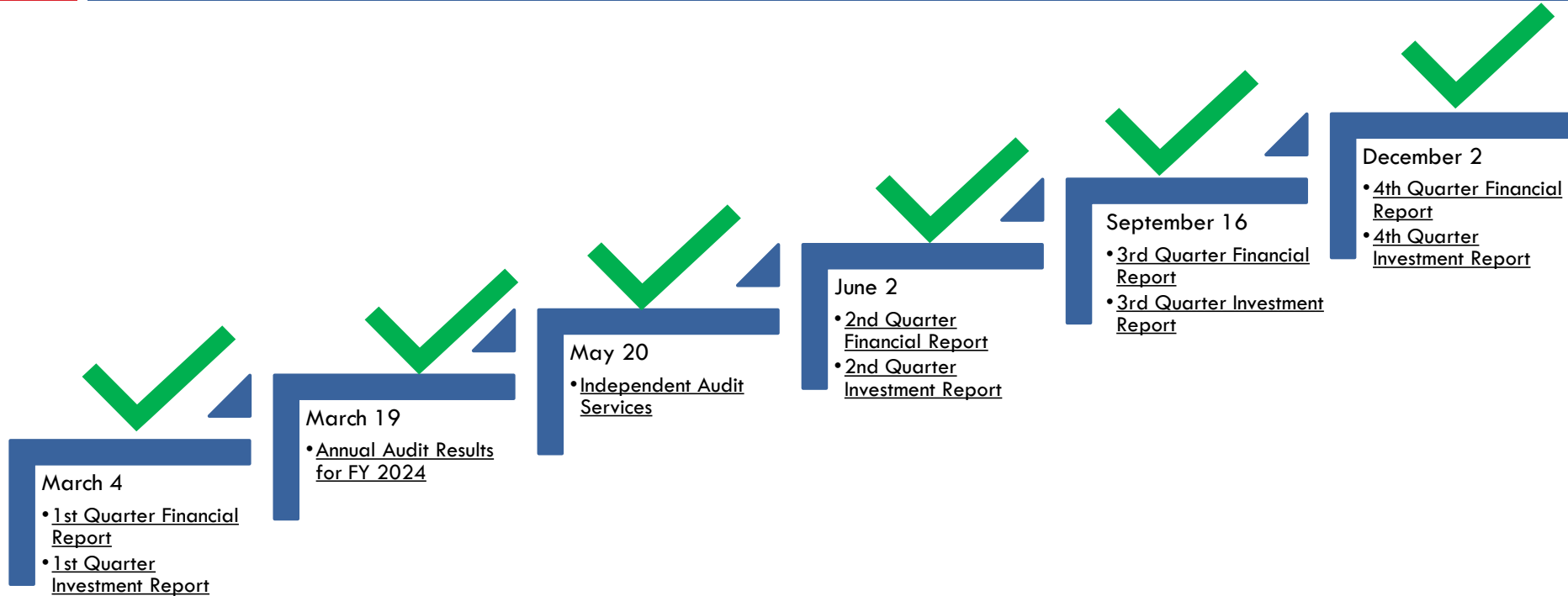
4TH QUARTER FINANCIAL REPORT

DS-25-054

December 2, 2025

Accounting Calendar FY 2025

2



Overview

3

- Staffing Indicators
- Review Major Operating Funds
- Special Revenue Funds

Staffing Indicators – Turnover

4

12-Month Annualized Turnover (as of September 2025)							
Departments	Total # of Approved Positions	YTD_Total Exiting Employees	YTD Dept. Turnover %	Departments	Total # of Approved Positions	YTD_Total Exiting Employees	YTD Dept. Turnover %
Animal Services	30.00	16	53.33%	Human Resources	16.00	4	25.00%
Aviation	47.00	4	8.51%	Information Technology	21.00	2	9.52%
City Manager	5.50	1	18.18%	Legal	10.00	3	30.00%
Communications and Marketing	8.00	3	37.50%	Parks and Recreation	86.99	23	26.44%
Community Development	78.63	15	19.08%	Police (non-civil)	71.00	16	22.54%
Development Services	41.00	10	24.39%	Public Works	272.00	53	19.49%
Engineering	32.00	2	6.25%	Public Safety:			
Finance	116.50	28	24.03%	Fire (civil)	262.00	15	5.73%
Fire (non-civil)	9.00	3	33.33%	Police (civil)	274.00	22	8.03%

Total of resigned employees	220
Total employees	1,380.62
Overall turnover	15.93%

	FY 2025	Filled	% Filled
Total Classified	844.62	624.62	73.95%
Public Safety Sworn Positions:			
Police	274.00	252.00	91.97%
Fire	262.00	247.00	94.27%

5

General Fund

Key Revenue Sources

General Fund

6

	YTD Total Sept 30, 2025	Revised Budget	% Budget	YTD Total Sept 30, 2024	Inc/Dec PY
Property Taxes	\$ 54,410,285	\$ 55,622,225	97.82%	\$ 49,237,795	10.51%
Sales and Excise Taxes	36,337,041	36,026,533	100.86%	36,186,786	0.42%
Franchise	5,001,978	5,871,975	85.18%	5,469,597	-8.55%
Licenses & Permits	2,787,168	2,280,904	122.20%	2,348,862	18.66%
Intergovernmental	4,828,142	3,472,059	139.06%	5,640,030	-14.40%
Charges For Services	8,044,578	6,682,789	120.38%	6,425,577	25.20%
Fines & Fees	3,568,791	2,897,356	123.17%	3,501,995	1.91%
Investment Income	2,500,977	1,546,751	161.69%	6,110,053	-59.07%
Miscellaneous Income	200,333	83,279	240.56%	388,259	-48.40%
Contributions & Donations	1,000	-	-	16,000	-93.75%
Other Financing Sources	11,364,519	11,323,744	100.36%	11,238,587	1.12%
Total Revenues	\$ 129,044,812	\$ 125,807,615	102.57%	\$ 126,563,541	1.96%



Key Expenses/Fund Balance

General Fund

7

	YTD Total Sept 30, 2025	Revised Budget	% Budget	YTD Total Sept 30, 2024	Inc/Dec PY
Personnel Services	\$ 89,668,368	\$ 93,325,796	96.08%	\$ 85,969,931	4.30%
Supplies	5,443,646	6,120,409	88.94%	5,674,238	-4.06%
Repairs & Maintenance	2,671,579	2,592,852	103.04%	2,839,188	-5.90%
Misc Services & Charges	11,046,718	12,150,936	90.91%	10,660,973	3.62%
Designated Expenses	6,029,358	6,582,552	91.60%	6,619,511	-8.92%
Capital Outlay	1,186,032	1,398,498	84.81%	860,307	37.86%
Debt Service	124,413	191,847	64.85%	170,383	-26.98%
Other Financial Uses	10,567,615	10,567,615	100.00%	11,272,539	-6.25%
Total Expenses	\$ 126,737,729	\$ 132,930,505	95.34%	\$ 124,067,071	2.15%
Net Change	\$ 2,307,083	\$ (7,122,890)			
Fund Balance - Beginning	34,357,833	34,357,833			
Fund Balance - Ending	\$ 36,664,916	\$ 27,234,943			



8

Water & Sewer Fund

Key Financials

Water & Sewer Fund

9

	<u>YTD Total Sept 30, 2025</u>	<u>Revised Budget</u>	<u>% Budget</u>	<u>YTD Total Sept 30, 2024</u>	<u>Inc/Dec PY</u>
Intergovernmental	-	-	-	1,039,777	-100.00%
Charges For Services	47,625,647	49,286,470	96.63%	46,854,499	1.65%
Investment Income	635,720	371,302	171.21%	522,180	21.74%
Miscellaneous Income	-	3,100	0.00%	289,942	-100.00%
Other Financing Sources	314,713	269,913	116.60%	403,283	-21.96%
Total Revenues	\$ 48,576,080	\$ 49,930,785	97.29%	\$ 49,109,682	-1.09%
Personnel Services	8,370,562	8,698,798	96.23%	8,102,810	3.30%
Supplies	905,060	1,015,087	89.16%	805,040	12.42%
Repairs & Maintenance	1,139,228	1,116,426	102.04%	809,385	40.75%
Misc Services & Charges	4,828,166	4,983,108	96.89%	4,355,508	10.85%
Designated Expenses	15,450,986	16,931,416	91.26%	15,419,087	0.21%
Capital Outlay	1,076,230	1,333,474	80.71%	431,312	149.52%
Debt Service	4,702,779	4,720,949	99.62%	5,500,953	-14.51%
Other Financial Uses	14,858,452	14,858,452	100.00%	12,242,356	21.37%
Total Expenses	\$ 51,331,465	\$ 53,657,710	95.66%	\$ 47,666,450	7.69%
Net Change	\$ (2,755,385)	\$ (3,726,925)			
Fund Balance - Beginning	13,780,972	13,780,972			
Fund Balance - Ending	\$ 11,025,587	\$ 10,054,047			



10

Solid Waste Fund

Key Financials

Solid Waste Fund

11

	YTD Total Sept 30, 2025	Revised Budget	% Budget	YTD Total Sept 30, 2024	Inc/Dec PY
Charges For Services	27,109,926	27,231,315	99.55%	26,100,695	3.87%
Investment Income	289,084	256,581	112.67%	280,607	3.02%
Miscellaneous Income	21,368	2,000	1068.38%	146	14510.26%
Other Financing Sources	298,900	235,987	126.66%	48,280	519.10%
Total Revenues	\$ 27,719,277	\$ 27,725,883	99.98%	\$ 26,429,728	4.88%
Personnel Services	5,900,973	6,306,081	93.58%	5,700,772	3.51%
Supplies	1,328,100	1,661,779	79.92%	1,429,804	-7.11%
Repairs & Maintenance	1,339,391	1,649,609	81.19%	1,663,565	-19.49%
Misc Services & Charges	2,073,317	2,094,624	98.98%	1,655,845	25.21%
Designated Expenses	7,698,653	8,115,001	94.87%	7,611,281	1.15%
Capital Outlay	74,599	97,100	76.83%	62,990	18.43%
Debt Service	692,420	692,424	100.00%	803,629	-13.84%
Other Financial Uses	8,830,476	8,830,476	100.00%	7,718,889	14.40%
Total Expenses	\$ 27,937,930	\$ 29,447,094	94.87%	\$ 26,646,776	4.85%
Net Change	\$ (218,653)	\$ (1,721,211)			
Fund Balance - Beginning	7,211,877	7,211,877			
Fund Balance - Ending	\$ 6,993,224	\$ 5,490,666			



12

Drainage Utility Fund

Key Financials

Drainage Utility Fund

13

	<u>YTD Total Sept 30, 2025</u>	<u>Revised Budget</u>	<u>% Budget</u>	<u>YTD Total Sept 30, 2024</u>	<u>Inc/Dec PY</u>
Charges For Services	5,296,022	5,454,401	97.10%	5,267,224	0.55%
Investment Income	55,188	34,778	158.69%	44,155	24.99%
Miscellaneous Income	-	2,020	0.00%	-	0.00%
Other Financing Sources	50,250	2,000	2512.50%	54,450	-7.71%
Pending	7,000	7,000	100.00%	-	0.00%
Total Revenues	\$ 5,408,460	\$ 5,500,199	98.33%	\$ 5,365,829	0.79%
Personnel Services	2,189,452	2,474,332	88.49%	2,077,308	5.40%
Supplies	149,143	221,074	67.46%	166,180	-10.25%
Repairs & Maintenance	181,780	246,252	73.82%	175,447	3.61%
Misc Services & Charges	397,933	453,927	87.66%	376,857	5.59%
Designated Expenses	21,435	131,758	16.27%	6,805	214.98%
Capital Outlay	-	943	0.00%	-	0.00%
Debt Service	515,869	518,919	99.41%	601,529	-14.24%
Other Financial Uses	1,990,062	1,990,062	100.00%	2,124,809	-6.34%
Total Expenses	\$ 5,445,674	\$ 6,037,267	90.20%	\$ 5,528,936	-1.51%
Net Change	\$ (37,214)	\$ (537,068)			
Fund Balance - Beginning	1,696,294	1,696,294			
Fund Balance - Ending	\$ 1,659,080	\$ 1,159,226			



14

Aviation Fund

Key Financials

Aviation Fund

15

	<u>YTD Total Sept 30, 2025</u>	<u>Revised Budget</u>	<u>% Budget</u>	<u>YTD Total Sept 30, 2024</u>	<u>Inc/Dec PY</u>
Intergovernmental	3,910,003	3,155,000	123.93%	801,095	388.08%
Charges For Services	3,370,925	3,454,953	97.57%	3,107,245	8.49%
Investment Income	44,828	30,404	147.44%	110,375	-59.39%
Miscellaneous Income	52	3,245	1.61%	584	-91.09%
Other Financing Sources	7,790	-	-	15,050	-48.24%
Total Revenues	\$ 7,333,598	\$ 6,643,602	110.39%	\$ 4,034,349	81.78%
Personnel Services	2,716,475	3,108,136	87.40%	2,423,028	12.11%
Supplies	216,928	250,197	86.70%	155,005	39.95%
Repairs & Maintenance	590,999	690,370	85.61%	353,885	67.00%
Misc Services & Charges	1,016,326	1,113,569	91.27%	800,852	26.91%
Designated Expenses	332,686	495,072	67.20%	347,404	-4.24%
Capital Outlay	119,350	121,200	98.47%	68,398	74.49%
Debt Service	3,720	6,364	58.45%	3,670	1.36%
Other Financial Uses	504,739	504,739	100.00%	-	0.00%
Total Expenses	\$ 5,501,224	\$ 6,289,647	87.46%	\$ 4,152,243	32.49%
Net Change	\$ 1,832,373	\$ 353,955			
Fund Balance - Beginning	1,478,785	1,478,785			
Fund Balance - Ending	\$ 3,311,158	\$ 1,832,740			



16

Golf Course Fund

Key Financials

Golf Course Fund

17

	<u>YTD Total Sept 30, 2025</u>	<u>Revised Budget</u>	<u>% Budget</u>	<u>YTD Total Sept 30, 2024</u>	<u>Inc/Dec PY</u>
Charges For Services	1,915,124	1,889,250	101.37%	1,780,405	7.57%
Investment Income	5,701	-	-	1,433	297.72%
Other Financing Sources	-	-	-	73,843	-100.00%
Total Revenues	\$ 1,920,825	\$ 1,889,250	101.67%	\$ 1,855,681	3.51%
Repairs & Maintenance	4,182	16,930	24.70%	-	0.00%
Misc Services & Charges	1,675,090	1,684,034	99.47%	1,622,597	3.24%
Capital Outlay	68,583	69,784	98.28%	46,011	49.06%
Total Expenses	\$ 1,747,855	\$ 1,770,748	98.71%	\$ 1,668,608	4.75%
Net Change	\$ 172,970	\$ 118,502			
Fund Balance - Beginning	187,074	187,074			
Fund Balance - Ending	\$ 360,044	\$ 305,576			



18

Hotel Occupancy Tax (HOT) Fund

Key Financials

Hotel Occupancy Tax Fund

19

	YTD Total Sept 30, 2025	Revised Budget	% Budget	YTD Total Sept 30, 2024	Inc/Dec PY
Taxes	1,815,637	3,054,232	59.45%	1,892,453	-4.06%
Intergovernmental	101,616	95,038	106.92%	238,621	-57.42%
Charges For Services	896,432	839,296	106.81%	846,200	5.94%
Investment Income	67,907	56,371	120.46%	88,303	-23.10%
Miscellaneous Income	2,420	500	484.07%	-	0.00%
Other Financing Sources	-	50	0.00%	-	0.00%
Total Revenues	\$ 2,884,012	\$ 4,045,487	71.29%	\$ 3,065,577	-5.92%
Personnel Services	972,321	981,595	99.06%	899,259	8.12%
Supplies	61,062	76,154	80.18%	70,112	-12.91%
Repairs & Maintenance	169,257	141,727	119.42%	791,407	-78.61%
Misc Services & Charges	809,749	947,902	85.43%	665,882	21.61%
Designated Expenses	547,984	779,357	70.31%	411,303	33.23%
Capital Outlay	480,075	480,076	100.00%	125,379	282.90%
Debt Service	720,286	723,060	99.62%	718,430	0.26%
Other Financial Uses	7,000	7,000	100.00%	-	0.00%
Total Expenses	\$ 3,767,734	\$ 4,136,871	91.08%	\$ 3,681,773	2.33%
Net Change	\$ (883,722)	\$ (91,384)			
Fund Balance - Beginning	1,688,692	1,688,692			
Fund Balance - Ending	\$ 804,970	\$ 1,597,308			



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Street Maintenance Fund

Key Financials

Street Maintenance Fund

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	YTD Total Sept 30, 2025	Revised Budget	% Budget	YTD Total Sept 30, 2024	Inc/Dec PY
Charges For Services	9,778,610	9,938,490	98.39%	9,774,059	0.05%
Investment Income	505,982	212,844	237.72%	678,228	-25.40%
Total Revenues	\$ 10,284,591	\$ 10,151,334	101.31%	\$ 10,452,287	-1.60%
Repairs & Maintenance	3,937,097	4,600,000	85.59%	4,452,395	-11.57%
Capital Outlay	639,822	8,314,969	7.69%	1,469,500	-56.46%
Debt Service	1,534,540	1,535,850	99.91%	1,531,450	0.20%
Total Expenses	\$ 6,111,459	\$ 14,450,819	42.29%	\$ 7,453,345	-18.00%
Net Change	\$ 4,173,132	\$ (4,299,485)			
Fund Balance - Beginning	12,807,606	12,807,606			
Fund Balance - Ending	\$ 16,980,738	\$ 8,508,121			





Questions



City of Killeen

Staff Report

File Number: RQ-25-010

Killeen Children's Museum and Immersion Center Initiative



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): J Gonzalez

Date: 11/16/2025

Problem/Issue/Idea Name for Agenda:

Childrens Museum + Immersion Center Initiative

Description of Problem/Issue/Idea:

Establish a regional destination that provides
educational, cultural + creative experiences for
children + families

Requested Action:

discuss, plan, activate, cultivate

One-Page Executive Summary

Killeen Children's Museum & Immersion Center Initiative

Prepared by: Jessica Gonzalez City Councilwoman, District 1

Date: 11/6/2025

Vision

To create a vibrant Children's Museum and Immersion Center in Killeen that fosters hands-on learning, creativity, and community engagement—repurposing an existing Killeen ISD facility to serve as an educational and cultural hub for families.

The Opportunity

Killeen ISD will soon have several buildings available as new schools open. Repurposing one of these facilities offers a unique, cost-effective opportunity to establish a regional children's museum while preserving public assets.

Local business leaders and community advocates are ready to launch a **Century Club**, a founding donor group that will provide initial funding to support planning, renovation, and program development.

Community Impact

- **Educational:** Enriches learning beyond the classroom; complements KISD curriculum.
 - **Economic:** Attracts visitors, boosts small business activity, and revitalizes nearby areas.
 - **Social:** Builds community pride and provides a safe, engaging space for families.
 - **Cultural:** Celebrates creativity, innovation, and local identity.
-

Partnership Framework

- **City of Killeen:** Facilitate property discussions, support zoning and infrastructure needs, and identify grant opportunities.
- **Killeen ISD:** Partner or gift an available property.
- **Community Leaders & Businesses:** Fundraising, sponsorships, and program collaboration.

City Council Presentation Outline

Project Title: *Killeen Children's Museum & Immersion Center Initiative*

Presenter: Jessica Gonzalez City Councilwoman District 1

Purpose: Introduce and seek support for launching a community-driven effort to establish a Children's Museum and Immersion Center in Killeen using a repurposed KISD facility.

Slide 1 – Introduction

- **Opening Statement:**
“Our community is rich with families, creativity, and potential. It’s time we invest in a place that reflects those values—a Children’s Museum and Immersion Center that inspires learning, imagination, and pride.”
 - **Vision Statement:**
Create a regional destination for education, exploration, and community engagement.
-

Slide 2 – The Opportunity

- **KISD Transition:** Several school buildings will soon be available.
 - **Proposal:** Request that KISD consider gifting or partnering to repurpose one facility for this project.
 - **Community Momentum:** Local leaders and businesses are ready to support through a *Century Club* donor campaign.
-

Slide 3 – Community Benefits

- Educational enrichment for children and families.
 - Economic development through tourism and local spending.
 - Preservation and adaptive reuse of an existing public facility.
 - Strengthened partnerships between city, schools, and business communities.
-

Slide 4 – The Partnership Model

Key Partners:

- City of Killeen
- Killeen ISD
- Chamber of Commerce / Economic Development Corp
- Business and Civic Leaders (Century Club)
- Local nonprofits and educators

City's Role:

- Facilitate property discussions and approvals.
 - Support infrastructure, planning, and grant identification.
 - Serve as liaison between stakeholders.
-

Slide 5 – Funding and Sustainability

- **Century Club:** 100+ founding donors contributing seed funding.
 - **Grants & Sponsorships:** Education, arts, and tourism-based funding sources.
 - **Nonprofit Governance:** Establish a foundation or 501(c)(3) for management and operations.
-

Slide 6 – Next Steps

Step	Action	Timeline
Draft concept proposal	Councilmember + partners	Month 1
Meeting with City Manager & KISD	Discuss property process	Month 1–2
Form planning committee	Include civic, business, education reps	Month 2
Public outreach & fundraising launch	Century Club campaign	Month 3–4
Secure MOU with KISD	Property commitment	Month 4
Begin architectural / feasibility work	Consultants + City staff	Month 5–6

Slide 7 – Questions for the City Manager

1. What is the process for city facilitation of donated or repurposed properties?
2. How can city staff assist with feasibility, zoning, and grant research?
3. Can this initiative be integrated with existing downtown or cultural development goals?

Slide 8 – Closing Message

“This project embodies what community leadership looks like—transforming opportunity into legacy. Together, we can create a space where Killeen’s children dream, discover, and grow.”

- **Nonprofit Management:** Establish a 501(c)(3) to oversee operations, programming, and sustainability.
-

Next Steps

1. Present concept to City Manager and Council for support.
 2. Request KISD partnership discussions regarding available property.
 3. Form core planning committee including city, school, and community partners.
 4. Launch Century Club fundraising campaign.
 5. Conduct feasibility and architectural assessments.
-

Mission Statement

Our mission is to inspire curiosity, creativity, and a lifelong passion for learning in every child of Killeen through hands-on exploration and immersive educational experiences. Rooted in the city's rich cultural diversity, we provide an inclusive space where children and families can imagine, discover, and grow together celebrating who we are while exploring who we can become.

Vision Statement

We envision the Killeen Children's Museum and Immersion Center as a cornerstone for the community where learning comes alive through play, innovation, and collaboration. By partnering with Killeen ISD, local organizations, and families, we will create an environment that connects classroom learning with real-world discovery, empowering the next generation of thinkers, creators, and leaders who will shape Killeen's—and the world's—future.



City of Killeen

Staff Report

File Number: RQ-25-011

Original Fire Station #1 (Avenue D Fire Station) Request for Proposal (RFP)



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): RAMON ALVAREZ

Date: 11/11/2025

Problem/Issue/Idea Name for Agenda:

ORIGINAL FIRE STATION #1 (AKA AVENUE D FIRE STATION) - RFP

Description of Problem/Issue/Idea:

VACANT, GOVERNMENT OWNED BUILDINGS ARE BOTH UNPRODUCTIVE AND
A STRAIN ON LOCAL RESOURCES. I BELIEVE THAT THIS BUILDING IN PARTICULAR,
IS AN OPPORTUNITY TO TURN A LIABILITY INTO A TAX-PRODUCING ASSET, NOT
ONLY FOR OUR DOWNTOWN BUT FOR OUR LOCAL TAXPAYERS AS WELL.

Requested Action:

STAFF TO CREATE AND DISSEMINATE AN RFP TO ATTRACT FOR-PROFIT BUSINESSES
TO RESPOND WITH POTENTIAL IDEAS AND/OR BUSINESS PLANS FOR THIS BUILDING.



City of Killeen

Staff Report

File Number: DS-25-055

Conduct Annual Evaluation of the City Manager



City of Killeen

Staff Report

File Number: RS-25-189

Consider a memorandum/resolution confirming the City Manager's annual evaluation and consideration for an adjustment to pay.

DATE: December 2, 2025

TO: Debbie Nash-King, Mayor

FROM: Kate McDaniel, Executive Director of Human Resources

SUBJECT: Annual Evaluation of and Consideration for an Adjustment to Pay for City Manager

BACKGROUND AND FINDINGS:

James "Kent" Cagle, City Manager was hired for this position on December 3, 2019. Pursuant to the City Manager's contract, the Council shall review the City Manager's job performance at least once annually and any pay increase shall be approved by resolution. The Mayor and the City Council shall conduct the City Manager's annual evaluation on December 2, 2025.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Article III. - The Council, Section 28 of the City Charter authorizes the City Council to set the salary for the City Manager.

FINANCIAL IMPACT:

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

The City Manager's current annual salary is \$280,800.21. Any additional COLA or merit-based increase would increase the total annual salary.

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

This is a recurring expenditure.

Is this revenue/expenditure budgeted?

Yes, it is budgeted in General Fund account 100-51110-120-121-000000.

If not, where will the money come from?

N/A

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

Yes, it is budgeted in General Fund account 100-51110-120-121-000000.

RECOMMENDATION:

Staff recommends that the Council pass a resolution to approve any salary increase for City Manager, James "Kent" Cagle, effective December 3, 2025.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

N/A