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City of Killeen

Agenda

City Council

Tuesday, August 5, 2025	3:00 PM	City Hall
ruesuay, August 3, 2023	3.00 F N	Council Chambers
		101 N. College Street
		Killeen, Texas 76541
Call to Order and Roll Call		
Debb	ie Nash-King, Mayor Jessica Gonzalez	

_ Jose Segarra

_ Joseph Solomon

_ Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

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

2. PR-25-018 Killeen Cooperative Grocery Store Interest Survey

Ramon Alvarez

Nina Cobb

Anthony Kendrick

Attachments: Presentation

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

Attachments: Presentation

Work Session

Discuss agenda items 4-14 for the August 5, 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

4.	MN-25-018	Consider Minutes of Regular City Council Meeting of July 1, 2025.
	<u> </u>	Constact timester of regular only Courter incoming of Carly 1, 2020.

- **5.** MN-25-019 Consider Minutes of Regular City Council Meeting of July 15, 2025.
- **6.** MN-25-020 Consider Minutes of Special City Council Meeting of July 15, 2025.
- **7.** RS-25-123 Consider a memorandum/resolution authorizing the sale of City-owned real property at 1510 Linda Lane.

Attachments: Sales Contract

Deed

Release of Lien

Maps

Site Photos

Presentation

8. RS-25-124 Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Airfield Pavement Preservation - Runway and Taxiway Project at Killeen Regional Airport.

Attachments: Pre-Grant Application

Presentation

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

Attachments: Agreement

Memorandum

Certificate of Interested Parties

Presentation

10. RS-25-126

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

Attachments: PD Headquarters Estimate

PD Evidence Building Estimate

Vendor Information

Contract Verification

Conflict of Interest Questionnaire

Certificate of Interested Parties

Presentation

Discussion Items

11. DS-25-042

Discuss and consider changes to Proposed Fiscal Year 2026 Operating and CIP Budget.

Attachments: Presentation

Resolutions

12. RS-25-127

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

Attachments: Presentation

Public Hearings

13. PH-25-041

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

Attachments: Maps

Site Photos

Minutes

Ordinance

Letter of Request

PUD Concept Plan

Presentation

PH-25-042 14.

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

Attachments: Maps

Site Photos

Minutes

Ordinance

Letter of Request

Presentation

Executive Session

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

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on July 29, 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.

- Military Relations Council Luncheon, August 8, 2025, 11:30 a.m., Central Texas College
- Innovation Gala 2025, August 16, 2025, 6:00 p.m., 3011 N. 3rd Street, Temple, TX
- Downtown ROI: Where Vision Meets Value, September 18, 2025, 4:30 p.m., 324 N. Gray St.
- Greater Killeen Chamber of Commerce 92nd Annual Membership Banquet, September 18, 2025, 6:00 p.m., Killeen Civic and Conference Center

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-25-017

Student Occupation Awareness and Recognition (SOAR) program certificate presentation



City of Killeen

Staff Report

File Number: PR-25-018

Killeen Cooperative Grocery Store Interest Survey



A co-op grocery store is important for several reasons:

- 1. Community Ownership: A co-op is owned and driven by its members, who share resources and make decisions collectively. This collaboration enhances community engagement and accountability.
- 2. Local Economic Development: Co-ops frequently prioritize sourcing products from local farmers and suppliers, thereby boosting the local economy and supporting regional food systems.
- 3. Increased Food Access: Co-ops can offer affordable, healthy food options to underserved communities, tackling food deserts and advocating for food justice.
- 4. Sustainable Practices: Numerous co-ops prioritize environmental sustainability by minimizing waste, promoting eco-friendly products, and supporting regenerative agriculture.

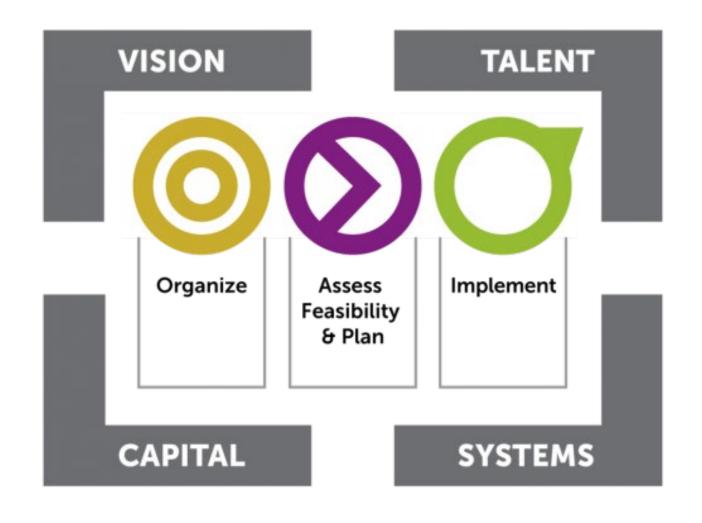


A co-op grocery store is important for several reasons:

- 5. Education and Community Building: Co-ops often provide workshops, cooking classes, and events that foster connections within the community and increase food literacy.
- 6. Democratic Governance: Co-ops operate on a democratic decision-making process, ensuring that members have a say in shaping the store's policies and future.
- 7. Supporting Small-Scale Farmers: Co-ops frequently collaborate with small-scale, local farmers, helping preserve agricultural diversity and promote fair trade practices.
- 8. Promoting Food Sovereignty: By enabling community members to control their food systems, co-ops strengthen food sovereignty, allowing communities to define their own food systems.

Cooperative grocery stores play an essential role in building stronger, more resilient communities by addressing social, economic, and environmental needs.

Cooperative Development Services, along with members of the CDS Consulting Co-op, created the Four Cornerstones in Three Stages Development Model (4-in-3). This model outlines the key steps for launching a new food co-op. It applies to all types of co-ops. The Food Co-op Initiative uses the 4-in-3 model to assist new food co-op organizers in making informed decisions about learning, planning, and investment.





Framework

Vision: The ideal concept for the community.

Talent: Individuals possessing the necessary skills.

Capital: The funding needed to establish and launch a sustainable retail grocery store.

Systems: The plans, management strategies, financial resources, technical tools, and all other elements vital for ensuring the store's success.

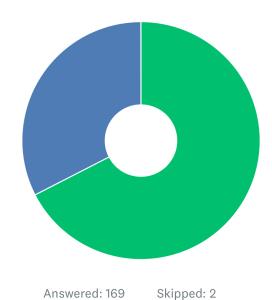
How a Cooperative Functions

People become members of a grocery cooperative by buying one or more shares, usually investing \$100 to \$250. Some coops let members buy extra shares if they wish. The majority of co-ops permit the share price to be paid in installments, and some offer discounted shares or grants to assist low-income members with sharing costs.



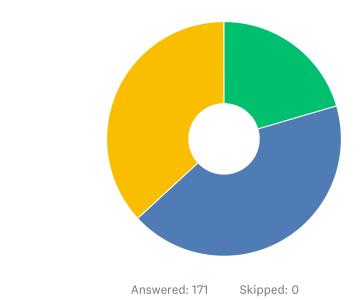
What have we learned

8. Would you be interested in participating in a meeting to learn more about the food cooperative?



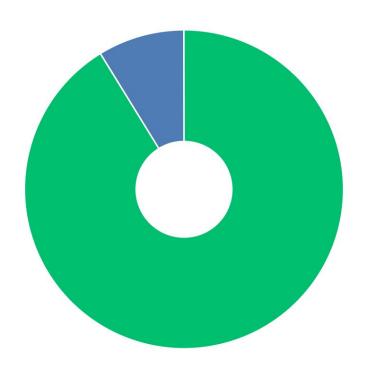
Yes	67.46%	114
No	32.54%	55

9. How involved would you like to be in co-op decision-making (e.g., voting on board members or policies)?



Very involved	20.47%	35
somewhat involved	42.69%	73
not at all	36.84%	63

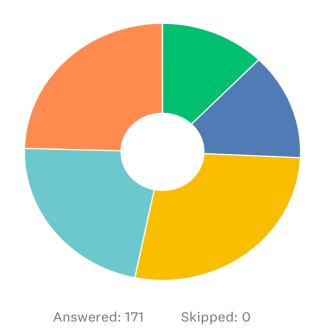
2. Would you support the creation of a cooperative grocery store in North Killeen?



Answered: 171	Skipped: 0
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Yes	91.23%	156
No	8.77%	15

1. Describe your familiarity with a cooperative grocery store



Extremely familiar	12.28%	21
Very familiar	13.45%	23
Somewhat familiar	27.49%	47
Not so familiar	22.22%	38
Not at all familiar	24.56%	42

Concerns and Potential Partnerships

Concerns

Improving awareness and understanding of what a food cooperative is

Foster a willingness to support actively

Identify both perceived and actual barriers that impede the establishment of a cooperative.

Potential Partnerships

Culinary School

School of Social Work

Local farmers and ranchers

City of Killeen

Future Farmers of America

Hospitality Programs

Senior Programs

Research interns -Central Texas, Texas A&M



City of Killeen

Staff Report

File Number: PR-25-019

Innovation Black Chamber of Commerce Grocery Store Agreement



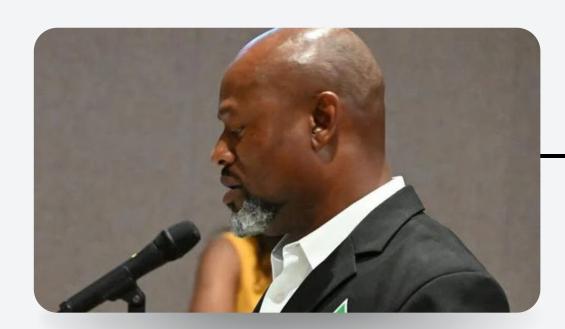
NORTH KILLEEN GROCERY STORE DEVELOPMENT PROJECT

ABOUT

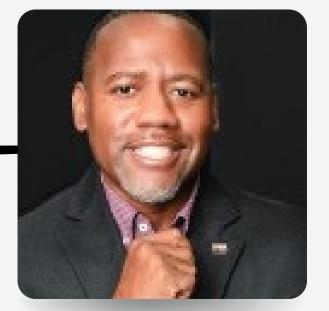


A comprehensive 24-month initiative to address food desert concerns through a Professional Services Agreement for Economic Development Consultation to procure a Grocery Store with strategic grocery store recruitment and development in the North Killeen food desert.

IBCC TEAM



Ronnie Russell, President



Lashavio Little



Angie Wilkerson



Jacqueline Townsend



Dr. Roque Aguon



Dr. Sonjanette Cossley



Ernest Wilkerson



Raye Mayhorn



Kadeem Speller



Dr. Steven Jordan

IBCC EXPERIENCE



Ecosystem

Listed in the Killeen
Economic Development
Policy as an ecosystem
support organization
equal access to business
and workforce
development addressing
economic vitality across
the community.



Excellence

Our excellent service
have championed and
influencing over 19% of
businesses in the
downtown Killeen area.
We're proud of the
tangible impact we've
made in fostering the
growth



Collaboration

We empower
underserved
entrepreneurs and
small disadvantaged
businesses by
providing targeted
support, resources, and
guidance.



Innovation

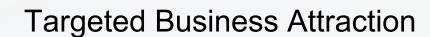
IBCC offers strategic outreach and training in cutting edge tools such as AI with a goal of giving equal access

SCOPE OF SERVICES

Strategic Planning - Market Assessment

- Deep dive retail gap analysis to identify underserved areas in North Killeen
- Identify at least two market gaps with potential weekly sales of>\$50,000
- Utilize STI: PopStats, Maptitude GIS, and SiteSeer Technologies







Proactive recruitment of diverse grocery formats

- Present 5+ qualified potential grocers
- Initiate direct contact with at least 3 identified grocers
- Research and attend Trade Shows
- Establish Potential Grocer Site Visits

Incentive Recommendations

• Support City/KEDC in analyzing incentive options Incentive Mix: Infrastructure; Training; Tax Abatemer Rebates/Refunds; Loans/Grants/Financing Program' State-TX Capital Fund; TX Agricultural Finance Aut (TAFA); Property Tax, Sales Tax Incentives; TIRZ; Fre and Goods in Transit Exemption; Sales Tax-County Assistance District; Type B ED Sales Tax; Chapter 380/5





Community Engagement

Community Market Strategy

- Execute a minimum three community walkshops
 - Collect 50+ unique feedback points from the total number of engagements

GROCERY

Provide a summary report of community input

COMMUNITY PROFILE

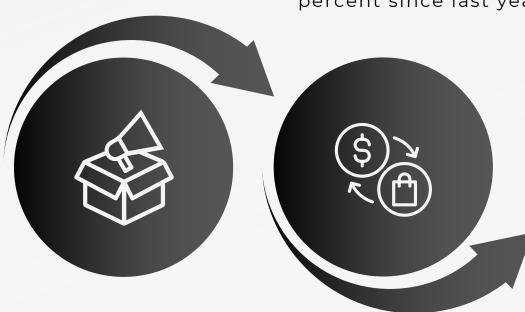
CURRENT JOB GROWTH RATE

Ranked 15th in employment growth among Texas cities, with a growth rate of 1.9 percent since last year.

LOCAL GROCER ECOSYSTEM

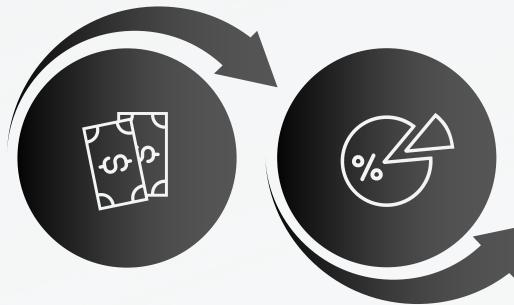
Although there are smaller grocery and food retailers are present, but H-E-B and Walmart hold considerable market share





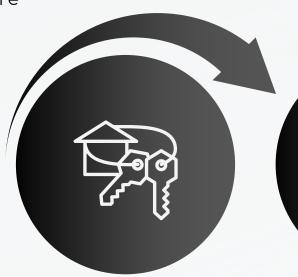
POPULATION GROWTH

Killeen, Texas, and the surrounding Bell County region are experiencing consistent population growth, largely driven by migration.



GROCER RETAIL LEAKAGE

This indicates that a large portion of potential grocery spending by Killeen residents is occurring outside the city. This aligns with the "food desert" concerns for North Killeen.





Killeen draws its workforce from

- Bell County,
- Coryell County,
- Hamilton County
- Lampasas County
 - Milam County
- San Saba County
 - Mills County

PROCESS

RESEARCH/PLAN/IMPLEMENT/EVALUATE



01

Marketing

- Product development;
- Target Industry Analysis;
- Marketing

03

Unique Community Profile

- Place
- People
- Values
- Interaction

02

Evaluation

- # of Jobs
- Capital Investment
- Community building

04

Online promotion and marketing of development project

- Email
- Social Media
- Web
- IoT
- Trade Shows



Incentive approvalproduct marketing



UNIQUE RECRUITMENT STRATEGY

IBCC's approach differentiates from previous attempts through :

- Utilizing detailed market study data to target grocers precisely whose business models align with North Killeen's specific needs
- Site -Specific Analysis

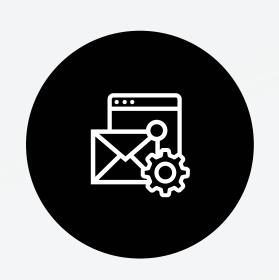
 Presenting specific site evaluations with identified strengths and actionable recommendations
- Customized Incentives

 Developing financially modeled incentive recommendations tied to specific grocery needs
- Community Alignment

 Highlighting documented community support to demonstrate genuine local demand



PRO-ACTIVE MARKETING



- Identify development policy strategies for council approval; potential contract relationship development services; call on grocery ownership/Senior Executives; HQ Meets; Site Visits; Community meetings with developers; lead generation;
- IBCC sponsored a Marketing Trip to Killeen, including appointment setup, a letter-sending campaign, follow-up calls for appointments, interactions with developers and retail grocers, a visit to HQ, and Target x Group Site Tours.

KEY DELIVERABLES

Market Analysis Report

- Refined Retail Trade
 Area map and description
- Demographic and economic data analysis
- Competitive market evaluation of 8+ existing supermarkets
- Retail Leakage Analysis
- Grocer attraction strategy document
- Site selection options based on 2022 COMP Plan

Recruitment Strategy

- List of potential grocers
- Customized information packages
- Negotiation support documentation
- Trade Shows
- Site Visits

Community Engagement Reports

- Meeting summaries with attendance figures
- Categorized feedback compilation
- Integration of feedback into project strategy
- Assessment of community sentiment

Comprehensive Final Report

- Executive summary of project outcomes
- All previous deliverables integrated
- Detailed project log and assessment
- Recommendations for future actions

PROJECT OVERVIEW & TIMELINE

Phase 1: Months 1-6

M arket Analysis and Strategy Development

- Refine Retail Trade Area
- Analyze demographics and economics
- Evaluate competition
- Develop grocer attraction strategy

Phase 2: Months 4-6

Grocer Recruitment and Negotiation Support

- Identify and contact potential grocers
- Provide market information
- Support negotiations

Phase 3: Months 7-9

Community
Engagement and
Implementation
Support

- Organize minimum 3 community meetings
- Gather and document feedback

Phase 4: Months 10-12

Project Finalization and Reporting

- Final project report
- Project review
- Ongoing support

PROJECT MANAGEMENT & REPORTING

Comprehensive Management Approach

- Ongoing project
 planning and strategy
 refinement
- Risk identification and mitigation
- Internal and external communication management
- Quality control and deliverable assurance
- Performance monitoring and reporting
- Post-agreement facilitation (if applicable)
- Documentation and archiving

Regular Progress Reports

Quarterly meetings
with key City staff on
first Fridays of the
month unless schedules
conflict.

Executive summa

 Progress against objectives ry

- Completed activities
- Upcoming activities
- Challenges and solutions

FINANCIAL STRUCTURE



\$49,999

Base Agreement Cost

Total cost for the initial twelve months of services

- Future budget earmarking is planned for FY25-26 and FY26-27, subject to a mutual agreement on scope and deliverables, with an additional one-year extension.
- BOARD DISCUSSION & ACTION : IBCC Matching Fund Pledge of \$50,000 from donor, event, or operations capital campaigns per fiscal year of the program (FY25-26 and FY26-27).
- Associated expenses subject to City of Killeen preapproval and reimbursement.



INNOVATION BLACK CHAMBER OF COMMERCE

Email : Info@innovationbcc.org

Phone : 254.415.9951

Web: www.innovationbcc.org



City of Killeen

Staff Report

File Number: MN-25-018

Consider Minutes of Regular City Council Meeting of July 1, 2025.

City of Killeen

City Council Meeting Killeen City Hall July 1, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick, Nina Cobb (arrived

at 3:08 p.m.), Jose Segarra, Joseph Solomon (via Zoom) and Jessica Gonzalez

Absent: Councilmember Ramon Alvarez

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson,

City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and

Sergeant-at-Arms Paholek

Antonio Murphy gave the invocation. Mayor Nash-King led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Presentations

PR-25-014 2025 Killeen Rodeo Presentation

Brett Gordon, Co-Chairman of the Rodeo Committee, provided a presentation regarding the May 2025 Killeen Rodeo. Mr. Gordon was available to provide additional information and to answer questions.

Work Session

Discuss agenda items 2 - 8 for the July 1, 2025 Regular Session

Citizen Comments on Agenda Items

James Sills spoke regarding RS-25-107.

Mellisa Brown spoke regarding RS-25-107, RS-25-108, DS-25-036 and DS-25-037.

Leo Gukeisen spoke regarding RS-25-107 and DS-25-036.

Regular Session

Consent Agenda

MN-25-015	Consider Minutes of Regular City Council Meeting of June 3, 2025.
MN-25-016	Consider Minutes of Special City Council Meeting of June 3, 2025.
RS-25-104	Consider a memorandum/resolution declaring a vacancy on the Senior Citizen Advisory Board and appointing a new member.
RS-25-105	Consider a memorandum/resolution accepting a grant for Homeland Security Grant Program Fiscal Year 2025, Project #5102801.
RS-25-106	Consider a memorandum/resolution approving the purchase of furniture and equipment for the Killeen Emergency Operations Center, Fire Station #4, Fire Training/Support Facilities and Police Department from multiple vendors, in the amount of \$624,581.93.
RS-25-108	Consider a memorandum/resolution setting July 22, 2025, at 3:00 p.m. as the date and time for the public hearing on the Fiscal Year 2026 Proposed Budget to be held in City Council Chambers, 101 N. College Street, Killeen, Texas.

Motion was made by Councilmember Gonzalez to approve the Consent Agenda, with the exception of RS-25-107. Motion was seconded by Councilmember Solomon. The motion carried unanimously (6-0).

Resolutions

RS-25-107 Consider a memorandum/resolution readopting the Governing Standards and Expectations with amendments.

Staff Comments: Holli Clements, City Attorney

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

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

Motion of direction was made by Mayor Protem Adams to add procedures for City Council inquiries and investigations to the Governing Standards and Expectations. The motion died for lack of a second.

Motion of direction was made by Mayor Protem Adams to establish an additional public comment period. The motion died for lack of a second.

Motion of direction was made by Mayor Protem Adams to retain the four (4) minute public hearing comment time. Motion was seconded by Councilmember Gonzalez. The motion failed 2-4, with Councilmembers Kendrick, Segarra, Cobb and Solomon in opposition.

Motion of direction was made by Councilmember Gonzalez to add a question to Sec. 3-20 (h) Criteria for Appointment, regarding whether an applicant to a board, commission or committee has completed the Killeen Citizens Academy or the Killeen Police Department Citizen Police Academy. Motion was seconded by Councilmember Segarra. The motion carried unanimously (6-0).

Motion of direction was made by Councilmember Solomon to amend the public comment time for public hearings and citizen comments to three (3) minutes per speaker. Motion was seconded by Councilmember Segarra. The motion carried 4-2, with Mayor Protem Adams and Councilmember Gonzalez in opposition.

Motion was made by Councilmember Segarra to approve RS-25-107, as amended. Motion was seconded by Councilmember Kendrick. The motion carried 5-1, with Mayor Protem Adams in opposition.

Discussion Item

DS-25-035 Compensation Survey Review

Staff Comments: Kate McDaniel, Executive Director of Human Resources

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

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

DS-25-036 Receive Fiscal Year 2026 Proposed Annual Budget and Overview Provided by the City Manager

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

Motion of direction was made by Councilmember Cobb for staff to explore funding \$30,000 for the Mental Health Advisory position at the Killeen Police Department in the FY26 budget. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (5-0).

Motion of direction was made by Councilmember Cobb for staff to discuss services provided to the city by the International Black Chamber of Commerce (IBCC) and to consider funding no more than \$50,000 dollars to IBCC in the FY26 budget. Motion was seconded by Mayor Protem Adams. The motion carried unanimously (5-0).

Motion of direction was made by Councilmember Gonzalez for staff to explore funding opportunities for the Killeen Economic Development Corporation's FY26 request using potential residual funds at the end of FY25. Motion was seconded by Councilmember Cobb. The motion carried unanimously (5-0).

Motion of direction was made by Councilmember Segarra for staff to explore funding opportunities for the Children's Advocacy Center of Central Texas' FY26 request with potential residual funds at the end of FY25. Motion was seconded by Councilmember Cobb. The motion carried 4-0-1, with Mayor Protem Adams abstaining.

DS-25-037 Receive Fiscal Year 2026 Proposed Capital Improvement Program Overview

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

Councilmember Requests for Future Agenda Items

RQ-25-007 Report regarding Women in Municipal Government Conference

Motion was made by Councilmember Cobb to approve RQ-25-007 for discussion at the July 15, 2025 Regular City Council Meeting. Motion was seconded by Councilmember Gonzalez. The motion carried 4-1, with Councilmember Segarra in opposition.

Adjournment

With no further business, upon motion being made by Mayor Protem Adams, seconded by Councilmember Kendrick, and unanimously approved, the meeting was adjourned at 6:36 p.m.



City of Killeen

Staff Report

File Number: MN-25-019

Consider Minutes of Regular City Council Meeting of July 15, 2025.

City of Killeen

City Council Meeting Killeen City Hall July 15, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Councilmembers Anthony Kendrick, Nina Cobb, Jose Segarra, Joseph Solomon, Ramon

Alvarez and Jessica Gonzalez

Absent: Mayor Protem Riakos Adams

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson,

City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and

Sergeant-at-Arms Marquez

Don Smith gave the invocation. Councilmember Solomon led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Presentations

PR-25-015 Killeen Star Award

Mayor Nash King and Councilmember Alvarez recognized Kristin Smith, President and CEO of Fort Cavazos Community Habitat for Humanity, for being an outstanding community member.

PR-25-016 Parks and Recreation Proclamation

Mayor Nash-King presented a proclamation recognizing the month of July as Parks and Recreation month.

Work Session

Discuss agenda items 3 - 19 for the July 15, 2025 Regular Session

Citizen Comments on Agenda Items

Mellisa Brown spoke regarding RS-25-118, RS-25-119 and DS-25-041.

James Rodgers spoke regarding DS-25-041.

Regular Session

Consent Agenda

MN-25-017	Consider Minutes of Regular City Council Meeting of June 17, 2025.
RS-25-109	Consider a memorandum/resolution approving a Professional Services Agreement with Blue Skies Associates, for FileOnQ data migration to the Niche Records Management System, in the amount of \$75,000.00.
RS-25-110	Consider a memorandum/resolution suspending the effective date of Oncor's requested rate change and approving cooperation with the Steering Committee of Cities served by Oncor.
RS-25-111	Consider a memorandum/resolution awarding Bid Number 25-26, Automated Weather Observing System (AWOS) Relocation at Skylark Field to F&W Electrical Contractors, Inc., in the amount of \$300,250.00.
RS-25-112	Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Terminal Passenger Mechanical and Security Improvements Project.
RS-25-113	Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Terminal Rehabilitation Design Project.
RS-25-114	Consider a memorandum/resolution awarding Bid Number 25-31, Airfield Lighting Control Monitoring System for Killeen Regional Airport to KOBO Utility Construction, in the amount of \$470,000.00.
RS-25-115	Consider a memorandum/resolution granting a utility easement to Bartlett Electric Cooperative, Inc. to provide power to the EOC/Fire Station #4 Complex.
RS-25-116	Consider a memorandum/resolution approving a one-year License Agreement with Environmental Systems Research Institute, Inc. for the Geographic Information System division, in the amount of \$55,781.29.00.
RS-25-117	Consider a memorandum/resolution awarding a design/build contract to CORE Construction for the design and construction of a new Parks Maintenance Building, Fleet Services Facility and Police Evidence Storage Building, in the amount of

\$23,890,278.00.

- **RS-25-118** Consider a memorandum/resolution authorizing the award of Bid No. 25-33, Reuse Water for Golf Course Irrigation Project to Bell Contractors, Inc. in the amount of \$770,362.29.
- **RS-25-119** Consider a memorandum/resolution authorizing the award of Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project to BP3 Utilities, LLC, in the amount of \$243,133.53.
- **RS-25-120** Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to update the City's Water and Wastewater Impact Fees, in the amount of \$136,080.00.
- **RS-25-121** Consider a memorandum/resolution authorizing an agreement and easement with Bartlett Electric Cooperative, Inc. to provide power to the Chaparral Pump Station.

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

Public Hearings

PH-25-034 Hold a public hearing and consider an ordinance submitted by Tracy Epting on behalf of Marlboro Heights Missionary Baptist Church Inc. (Case# Z25-15) to rezone approximately 0.52 acres, being Lots 23, 24, and 25; Block 12, out of the Marlboro Heights Revised Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The subject properties are locally addressed as 3103 and 3105 Longview Drive and 706 Rev R.A. Abercrombie Drive, 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 0.52 ACRES BEING PART OF LOTS 23, 24, AND 25; BLOCK 12, OUT OF THE MARLBORO HEIGHTS REVISED ADDITION, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Councilmember Solomon to approve PH-25-034. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).

PH-25-035

Hold a public hearing and consider an ordinance submitted by Jason Jinks on behalf of Alejandro Gabriel Llorente Alvarado (Case# Z25-16) to rezone approximately 0.21 acres, being Lot, 1, Block 13 out of the Evening Hollow 3rd Extension Replat, from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District). The subject property is locally addressed as 2018 Cedarhill Drive, 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 0.21 ACRES BEING LOT 1,
BLOCK 13 OUT OF THE EVENING HOLLOW 3RD EXTENSION REPLAT FROM
"B-1" (PROFESSIONAL BUSINESS DISTRICT) TO "R-3F" (MULTIFAMILY
RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING
FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN
EFFECTIVE DATE.

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

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Councilmember Alvarez to approve PH-25-035. Motion was seconded by Councilmember Segarra. The motion carried unanimously (6-0).

PH-25-036

Hold a public hearing and consider an ordinance submitted by Gary W. Purser Jr., on behalf of True Fountain, LLC, (Case# Z25-17) to rezone approximately 5.251 acres, being Lots 18 and 19, Block 1 out of the Southwest Crossing Addition, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 6306 Trimmier Road and 6309 Turkey Trot 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 5.251 ACRES BEING LOTS
18 AND 19, BLOCK 1, OUT OF THE SOUTHWEST CROSSING ADDITION
FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY
RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING
FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN
EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services

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

Applicant, Gary W. Purser Jr., was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Anca Neagu spoke in favor of the ordinance.

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

Motion was made by Councilmember Segarra to approve PH-25-036. The motion died for lack of a second.

Motion was made by Councilmember Alvarez to deny PH-25-036. The motion was seconded by Councilmember Cobb. The motion carried unanimously (6-0).

Discussion Item

DS-25-038 Report regarding Women in Municipal Government Conference

Councilmember Cobb presented this item to City Council for discussion. Councilmember Cobb was available to provide additional information and to answer questions.

DS-25-039 Discuss and consider changes to Proposed Fiscal Year 2026 Operating and CIP Budget.

Staff Comments: Kent Cagle, City Manager

Mr. Cagle presented this item to City Council for discussion and consideration. Mr. Cagle was available to provide additional information and to answer questions.

DS-25-040 Discuss Reunification Center Project Status

Staff Comments: Tiffanie McNair, Executive Director of Community Development

Ms. McNair presented this item to City Council for discussion. Ms. McNair was
available to provide additional information and to answer questions.

Motion of direction was made by Councilmember Solomon to suspend and reserve \$1,800,000 in CIP funds for the Reunification Center. Motion was seconded by Councilmember Alvarez.

Motion was made by Councilmember Alvarez to amend the initial motion of direction to include directing staff to continue searching for community partners to manage the Reunification Center operations. Motion was seconded by Councilmember Gonzalez. The amendment to the motion carried 5-1, with Councilmember Segarra in opposition.

The original motion of direction, as amended, carried unanimously (6-0).

DS-25-041 Discuss changes to Chapter 31 - Zoning of the Killeen Code of Ordinances in response to the 89th Texas Legislative Session

Staff Comments: Wallis Meshier, Executive Director of Development Services

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

Meshier was available to provide additional information and to answer questions.

Adjournment

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Cobb, and unanimously approved, the meeting was adjourned at 5:55 p.m.



City of Killeen

Staff Report

File Number: MN-25-020

Consider Minutes of Special City Council Meeting of July 15, 2025.

City of Killeen

Special City Council Meeting Killeen City Hall July 15, 2025 at 5:56 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Councilmembers Anthony Kendrick, Nina Cobb, Jose Segarra, Joseph Solomon (arrived

at 6:00 p.m.), Ramon Alvarez (arrived at 6:04 p.m.) and Jessica Gonzalez

Absent: Mayor Protem Riakos Adams

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson,

City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and

Sergeant-at-Arms Howell

Approval of Agenda

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

Public Hearings

PH-25-037

Hold a public hearing and consider an ordinance authorizing a Substantial Amendment to Annual Action Plans for Program Years 2017, 2021, 2022, and 2023 to reprogram HOME funds to provide for affordable housing activities and to remove the City's requirement under the 2020-24 Consolidated Strategic Plan for HUD Certified Housing Counseling to provide services to recipients as a provision of the HOME Program Tenant Based Rental Assistance (TBRA).

The City Secretary Read the caption of the ordinance:

AN ORDINANCE ADOPTING A SUBSTANTIAL AMENDMENT TO COMMUNITY DEVELOPMENT ANNUAL ACTION PLANS FOR FY 2017, 2021, 2022 AND 2023 FOR THE REPROGRAMMING OF HOME PROGRAM FUNDS TO TENANT BASED RENTAL ASSISTANCE PROGRAM ACTIVITIES AND THE REMOVAL OF THE REQUIREMENT FROM THE 2020-24 CONSOLIDATED PLAN FOR THE USE OF HUD CERTIFIED HOUSING

COUNSELORS TO PROVIDE SERVICES TO TENANT BASED RENTAL ASSISTANCE RECIPIENTS AS A PROVISION TO RECEIVING ASSISTANCE; 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.

John Haun spoke in favor of the ordinance.

Mellisa Brown spoke in opposition of the ordinance

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

Motion was made by Councilmember Segarra to approve PH-25-037. Motion was seconded by Councilmember Solomon. The motion carried unanimously (6-0).

PH-25-038

Hold a public hearing and consider an ordinance authorizing the 2025-2029 Consolidated Plan and the proposed activities under the Fiscal Year 2025-26 Annual Action Plan describing use of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and the use of HOME American Rescue Plan (ARP) program funds (2nd Public Hearing).

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2025-29 CONSOLIDATED PLAN AND THE YEAR-ONE 2025-26 ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR, ALLOCATION AND EXPENDI-TURE OF \$1,350,070.00 IN FY 2025-26 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND THE USE OF \$40,375.09 CDBG REPROGRAMMED FUNDS; AND THE APPLICATION FOR, ALLOCATION AND EXPENDITURE OF \$545,001.73 IN HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM FUNDS; PROVIDING A SEVERABIL-ITY 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.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Councilmember Segarra to approve PH-25-038. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).

PH-25-039 Hold a public hearing and consider a memorandum/resolution adopting revision to the City of Killeen Citizen Participation Plan (2nd Public Hearing).

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.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Councilmember Alvarez to approve PH-25-039. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (6-0).

Adjournment

With no further business, upon motion being made by Councilmember Solomon, seconded by Councilmember Cobb, and unanimously approved, the meeting was adjourned at 6:45 p.m.



City of Killeen

Staff Report

File Number: RS-25-123

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

DATE: August 5, 2025

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Sale of City-owned real property at 1510 Linda Lane

BACKGROUND AND FINDINGS:

In February 2025, City staff identified a parcel of property, in the Sugar Loaf Estates Addition, that it owns in fee simple. The parcel is a 6,615 square foot tract and addressed as 1510 Linda Lane. The property is vacant and undeveloped. The City acquired the property in February 2017 from Goodnight Homes.

The City does not have any plans for the property. Selling the parcel would allow it to be put back on the tax rolls and would put maintenance responsibility on the new owner instead of the City. Staff engaged a realty company to advertise and list the property with the Multiple Listing Service. The property was listed for sale for a minimum of 30 days. The City received three cash offers in response. However, prior to Council acceptance, all three offerors withdrew their bids. The property was then listed again, and the City received a single cash offer of \$13,500 in response.

The City does have liens recorded on the property in connection with the abatement of high grass and weeds prior to the conveyance to the City in 2017. Excluding interest, the liens total \$5,849.00. Article XXI of the Financial Governance Policy allows the City to waive these liens upon a finding that the waiver would constitute a public purpose. Staff believes that, due to the amount of the liens, waiver of the liens would constitute a public purpose as it would make the properties more marketable. The proposed sales contract renders the offer contingent on the City waiving those liens

If approved, the City will convey the properties to the offeror via a Special Warranty Deed. In accordance with Section 145 of the City Charter, the effective date of the sale will not occur for 30 days following the passage of a resolution authorizing the sale.

THE ALTERNATIVES CONSIDERED:

- 1. Do not authorize the sale of 1510 Linda Lane.
- 2. Authorize the sale of 1510 Linda Lane for a greater amount.

3. Authorize the sale of 1510 Linda Lane for \$13,500.

Which alternative is recommended? Why?

Staff recommends Alternative 3. Staff believes that the offer is a fair market value and selling the property would allow it to be put back on the tax rolls and would put maintenance responsibility on the new owner instead of the City.

CONFORMITY TO CITY POLICY:

This item conforms to all State and Local policies. Texas Local Government Code Section 253.014 provides that, if using a real estate broker, a city may sell a tract of real property to a ready, willing, and able buyer who submits the highest cash offer without complying with the notice and public auction requirements provided by State law.

FINANCIAL IMPACT:

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

The financial impact includes \$13,500 in revenue from the sale of an asset and a \$1,500 brokerage fee expense.

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

One-time

Is this revenue/expenditure budgeted?

Yes

If not, where will the money come from?

N/A

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

The total revenue for the land sale is \$13,500, with net proceeds of \$12,000 after accounting for \$1,500 in closing costs. The full revenue will be recorded under the General Fund Account 100-49860-100-100-000000, Sale of Assets, while the closing costs will be recorded in the General Fund, Non-Departmental Account 100-54250-700-701-000000, Professional Services.

RECOMMENDATION:

Staff recommends that the City Council authorize the sale of 1510 Linda Lane for \$13,500, authorize the waiver of liens for the property, and authorize the City Manager, or designee, to execute and deliver all contracts, deeds, fillings, closing statements, and any and all additional documents

necessary to complete the sale in accordance with the sales contract and this resolution.

DEPARTMENTAL CLEARANCES:

Legal

Finance

ATTACHED SUPPORTING DOCUMENTS:

Sales Contract

Deed

Release of Lien

Maps

Site Photos

Presentation



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1.	PARTIES: The parties to this contract are (Seller)
	and John Crenshaw (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2.	PROPERTY: Lot 0008 Block 027 SUGAR LOAF ESTATES ADDITION SECOND EXTENSION Addition,
	SUGAR LOAF ESTATES ADDITION SECOND EXTENSION Addition,
	City of Killeen County of Bell
	Texas, known as 1510 Linda Ln 76549
	(address/zip code), or as described on attached exhibit together with all rights, privileges and
	appurtenances pertaining thereto (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3.	SALES PRICE:
J.	A. Cash portion of Sales Price payable by Buyer at closing
	kind or selling other real property except as disclosed in this contract.
	B. Sum of all financing described in the attached: Third Party Financing Addendum,
	Loan Assumption Addendum, Seller Financing Addendum\$
	C. Sales Price (Sum of A and B)
	D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.
4.	LEASES:
	 A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following: (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases. Seller shall
	provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective
	Date. Buyer may terminate the contract within days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5.	EARNEST MONEY AND TERMINATION OPTION:
	A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer
	must deliver to (Escrow Agent) at NA,,
	as earnest money and \$ as the Option Fee. The earnest money and Option
	Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single
	payment.
	(1) Buyer shall deliver additional earnest money of \$0to Escrow Agent within
	days after the Effective Date of this contract.
	(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next
	day that is not a Saturday, Sunday, or legal holiday. (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the
	Option Fee, then to the earnest money, and then to the additional earnest money. (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
nitial-	120
muale	ed for identification by Buyer /// and Seller TREC NO. 9-1

Fax:.

Contra	act Concerning		Page 2 of 10 11-04-2024
E	and Buyer's unrestricted days paragraph r specified. If not be refu	(Address of Property) ON OPTION: For nominal consideration, the receipt of what agreement to pay the Option Fee within the time required right to terminate this contract by giving notice of tens after the Effective Date of this contract (Option Permust be given by 5:00 p.m. (local time where the Property Buyer gives notice of termination within the time prescribed and Escrow Agent shall release any Option Fee remains the contract of the contr	, Seller grants Buyer the mination to Seller within tod). Notices under this is located) by the date d: (i) the Option Fee will
c	C. FAILURE T within the	 ii) any earnest money will be refunded to Buyer. O TIMELY DELIVER EARNEST MONEY: If Buyer fails to c time required, Seller may terminate this contract or exercise or both, by providing notice to Buyer before Buyer delivers the ear 	Seller's remedies under
). FAILURE TO Buyer fails unrestricted	O TIMELY DELIVER OPTION FEE: If no dollar amount is state to deliver the Option Fee within the time required, Buright to terminate this contract under this Paragraph 5.	ed as the Óption Fee or if uyer shall not have the
	performance	e is of the essence for this paragraph and strict comple is required.	lance with the time for
	TITLE POLICY A	ND SURVEY: CY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expe	ense an owner's policy of
·	title insuranc	ce (Title Policy) issued by	
		pany) in the amount of the Sales Price, dated at or afters under the provisions of the Title Policy, subject to the	
		isting building and zoning ordinances) and the following exceptions:	
	(1) Restricti	ve covenants common to the platted subdivision in which the Proper	ty is located.
		ndard printed exception for standby fees, taxes and assessments. eated as part of the financing described in Paragraph 3.	
		easements created by the dedication deed or plat of the ris located.	subdivision in which the
		itions or exceptions otherwise permitted by this contract or	as may be approved by
	(6) The star	ndard printed exception as to marital rights. andard printed exception as to waters, tidelands, beache	s, streams, and related
	(8) The sta lines, en	andard printed exception as to discrepancies, conflicts, shorta acroachments or protrusions, or overlapping improvements:	ges in area or boundary
		be amended or deleted from the title policy; or amended to read, "shortages in area" at the expense of ☐ Buyer ☐	Seller
		ception or exclusion regarding minerals approved by the	
В	Insurance COMMITME shall furnish		by of this contract, Seller and, at Buyer's expense,
	(Exception Company to shown in I Buyer withir	Documents) other than the standard printed exceptions. So deliver the Commitment and Exception Documents to B Paragraph 21. If the Commitment and Exception Document the specified time, the time for delivery will be automated days before the Closing Date, whichever is earlier. If the C	eller authorizes the Title uyer at Buyer's address its are not delivered to cally extended up to 15
		are not delivered within the time required, Buyer may ter noney will be refunded to Buyer.	minate this contract and
С	SURVEY: T	he survey must be made by a registered professional land s	urveyor acceptable to the
	Title Compar (1) Within	ny and Buyer's lender(s). (Check one box only) NA days after the Effective Date of this contract, Selle	er shall furnish to Buver and
L	Title Co Declarat T-47.1	mpany Seller's existing survey of the Property and a Residential ion promulgated by the Texas Department of Insura Declaration). Buyer shall obtain a new survey at Seller's expectosing Date if Seller fails to furnish within the time prescription.	Real Property Affidavit or nce (T-47 Affidavit or nse no later than 3 days
-	survey; accept t Seller	and (ii) affidavit or declaration. If the Title Company or the existing survey, or the affidavit or declaration, Buyer shalls Buyer's expense no later than 3 days prior to Closing Date.	Buyer's lender does not l obtain a new survey at
	the date Buyer r	NA days after the Effective Date of this contract, Buyer is expense. Buyer is deemed to receive the survey on the expecified in this paragraph, whichever is earlier. If Buyer for any not terminate the contract under Paragraph 2B of the purpose the survey and tables and	date of actual receipt or ails to obtain the survey,
	(3) Within _	um because the survey was not obtained. NA days after the Effective Date of this contract, Selle	r, at Seller's expense shall
D		new survey to Buyer. S: Buyer may object in writing to (i) defects, exceptions, o	or encumbrances to title:
,	disclosed o	n the survey other than items 6A(1) through (7) abov	e; or disclosed in the
	Commitment	other than items 6A(1) through (9) above; (ii) any portion flood hazard area (Zone V or A) as shown on the cu	of the Property lying in
		Agency map; or (iii) any exceptions which prohibit the	
منافتهامحا	for identification	hy Buyer 10 and Seller	TREC NO. 9-17

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Contract Con	· · · · · · · · · · · · · · · · · · ·
Co allc Scl exp day nec Sel mo wit Co	(Address of Property) yer must object the earlier of (i) the Closing Date or (ii) O- days after Buyer receives the mmitment, Exception Documents, and the survey. Buyer's failure to object within the time owed will constitute a waiver of Buyer's right to object; except that the requirements in needule C of the Commitment are not waived. Provided Seller is not obligated to incur any pense, Seller shall cure any timely objections of Buyer or any third party lender within 15 yes after Seller receives the objections (Cure Period) and the Closing Date will be extended as clearly life objections are not cured within the Cure Period, Buyer may, by delivering notice to be used to be described to Buyer; or (ii) waive the objections. If Buyer does not terminate thin the time required, Buyer shall be deemed to have waived the objections. If the mmitment or survey is revised or any new Exception Document(s) is delivered, Buyer may ext to any new matter revealed in the revised Commitment or survey or new Exception
Do	cument(s) within the same time stated in this paragraph to make objections beginning when revised Commitment, survey, or Exception Document(s) is delivered to Buyer.
E. TIT	LE NOTICES: ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
(2)	MÉMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the
	foreclosure of the Property. Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
	If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association
(3)	should be used. STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to
(4)	final execution of this contract. TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or
(5)	required by the parties must be used. ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
(6)	PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer 1 and Seller TREC NO. 9-17

Fax:.

required to pay and the period (Adjusted Transfor Property actions of the property over property.) The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the foregoing notice at or before the execution of a binding contract for the purchase of the foregoing notice at or before the execution of a binding contract for the purchase of the real property. (PUBLIC IMPROVEMENT DISTRICTS If the Property is in a public improvement district. Seller as the property of the purchase of the real property. The property Code. An addendum containing the required notice shall be attached to this contract. (B) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT. The Property District on the purchase of the rexas Department of Agriculture. (B) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property. Code requires Seller to notify Buyer as follows. The private transfer fee obligation of the property is code of the property is located in a propane gas system (19) ROFANE CAS SYSTEM SERVICE AREA of the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice approved by TREC or required by \$14.10.1. Texas Utilities Code. An addendum containing the notice approved by TREC or required by the paries should be used. (11) NOTICE OF work LEVE ELUCTUATIONS of the Property adjoins an impoundment of water adjoining the Property includiates for vanous reasons, including as a result of (1) an entity swiftly exercising its right to use the water stored in the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment's normal operating level, Seller should experiment by TREC or otherwise permitted by law to make inspections. Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract. Buyer's agreement to accept the Property suitable to satis	Contract Concerning 1510 Linda Ln, Killeen, TX 76549 Page 4 of 10 11-04-202
must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract. (8) TEXAS AGRICULTURAL DEVELLOPMENT DISTRICT: The Property is [in] a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture. Property is subject to a private transfer fee obligation, \$5.205. Property Code Experience Property is subject to a private transfer fee obligation may be governed by Chapter 5. Subchapter 6 of the Texas Property Code. (10) PROPANE GAS SYSTEM SERVICE AREA, if the Property is located in a propane gas system service area owned by a distribution system retailer, Selfer must give Buyer written notice as required by \$14.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used. (11) NOTICE or required by the parties should be used. (11) NOTICE of required by the parties should be used. (11) NOTICE of the Property adjoins an impoundment of water, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Selfer hereby notifies Buyer: The water level of the impoundment's normal operating level, Selfer hereby notifies Buyer: The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of, (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions. (12) REQUIRED NOTICES. The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): NA. Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract. 13. A ACCESS. INSPECTIONS AND UTILUTIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property suitable to satisfy with any and all defects and without warranty except	your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real proper described in Paragraph 2 or at closing of purchase of the real property.
a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture. (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter S, Subchapter G of the Texas Property Code. (10) For owned by a distribution system of the Texas Property Code. (11) Review of the Code of the Texas Property of the Seller in a propane gas system of the Code of the Texas Property of the Code of the Texas Property and the Code of the Texas Property of the Code of the Texas Property of the Code of the Code of the Texas Property Code of the Texas Property Code of the Code of the Code of the Texas Property Code of the Co	must give Buyer written notice as required by §5.014, Property Code. An addendu containing the required notice shall be attached to this contract.
(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, \$5.205, Property Code requires Selier to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code. (10) PROPANE GAS SYSTEM SERVICE AREA, if the Property is located in a propane gas system service area owned by a distribution system retailer, Selier must give Buyer written notice as required by \$14.1010, Texas Utilities Code. An addendum containing the notice aproved by (11) NOTICE OF WATER LEVEL FLUCTUATIONS. If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment of water, adjoining the Property fluctuates for various reasons, including as a result of; (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions. (2) REQUIRED NOTICES. The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): NA Seller's failure to provide applicable statutory notices may provide Buyer with remedies or right to terminate the contract. 7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect. NOTICE: Buyer should determine the availability of utilities to the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract Buyer's agreement t	a Texas Agricultural Development District. For additional information, contact the Texa
(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer writer notice as required by §141.010, Texas Utilities Code, An addendum containing the notice approved by TREC or required by the parties should be used. (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lade, constructed and maintained under Chapter 11, Water Code, the control of the property distributions of the property ground in the ground in the property at reasonable times. Buyer may have the Property inspected by inspected by inspected by ground in the ground	(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.20. Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation.
(11) NOTICE OF WATÉR LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acro-feet at the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of. (1) an entity lawfully exercising its right to use the water stored in the impoundment, or (2) drought or flood conditions. (12) REQUIRED NOTICES The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): NA Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract. 7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILLITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect. NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs. A. ACCEPTANCG. PROPERTY CONDITION: "As Is" means the present condition of the Property water and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is on the property and the Property and the Paragraph 7A, from regolating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. (Check one box only) (I) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments. (Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and tre	(10) PROPAÑE GAS SYSTÉM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice a required by §141.010, Texas Utilities Code. An addendum containing the notice approved by
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PROPERTY CONDITION: A ACCESS INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect. NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs. B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from (1) or (2) does not preclude Buyer from inspecting the Property ander Paragraph 7A from (2) Buyer accepts the Property As Is. (2) Buyer accepts the Property As Is. (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: (Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.) C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (iii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatm	(12) REQUIRED NOTICES: The following notices have been given or are attached to this contra
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(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: (Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.) C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments. D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used. E. SELLER'S DISCLOSURE: (1) Seller is Xis not aware of any flooding or threatened litigation, condemnation, or special assessment affecting the Property. (2) Seller is Xis not aware of any environmental hazards that materially and adversely affect the Property.	B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Proper with any and all defects and without warranty except for the warranties of title and th warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7 (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, froi negotiating repairs or treatments in a subsequent amendment, or from terminating the contract during the Option Period, if any.
C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments. D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used. E. SELLER'S DISCLOSURE: (1) SellerisX is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property. (2) SellerisX is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property. (3) SellerisX is not aware of any environmental hazards that materially and adversely affect the Property.	(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the
complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments. D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used. E. SELLER'S DISCLOSURE: (1) Seller is X is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property. (2) Seller is X is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.	repairs and treatments.)
agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments. D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used. E. SELLER'S DISCLOSURE: (1) Seller is is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property. (2) Seller is is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property. (3) Seller is is is not aware of any environmental hazards that materially and adversely affect the Property.	complete all agreed repairs and treatments prior to the Closing Date and obtain any require permits. The repairs and treatments must be performed by persons who are licensed to provid such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties.
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 E. SELLER'S DISCLOSURE: (1) Seller is is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property. (2) Seller is is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property. (3) Seller is is is not aware of any environmental hazards that materially and adversely affect the Property. 	D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances including asbestos and wastes or other environmental hazards, or the presence of a threatene or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer concerned about these matters, an addendum promulgated by TREC or required by the parties.
 (2) Seller is x is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property. (3) Seller is x is not aware of any environmental hazards that materially and adversely affect the Property. 	E. SELLER'S DISCLOSURE: (1) Seller \square is $\overline{\mathbf{X}}$ is not aware of any flooding of the Property which has had a materia
affect the Property	(2) Seller is x is not aware of any pending or threatened litigation, condemnation, of special assessment affecting the Property.
	affect the Property

City of Killeen

Cor	ntract Concerning	1510 Linda Ln, Killeen, TX 76549	Page 5 of 10 11-04-2024
	(4) Soller Die Vie	(Address of Property)	or underground tanks or containers
	now or previously l	s not aware of any dumpsite, landfill, located on the Property.	or underground tanks or containers
		s not aware of any wetlands, as de	efined by federal or state law or
		s not aware of any threatened or e	endangered species or their habitat
	affecting the Prope (7) Seller is X floodplain.	erty. is not aware that the Property is I	located wholly partly in a
	(8) Seller ☐ is 🗶 is	s not aware that a tree or trees loca y of the items above, explain (attach additiona	ated on the Property has oak wilt. al sheets if necessary):
	DROWERS AND SALES AS	OFNTO.	
о.	agent who is a party entity in which the b or sales agent acts agent's spouse, pare	SENTS: S AGENT DISCLOSURE: Texas law requiver on the second of the seco	of a spouse, parent, child, business 0%, or a trust for which the broker sales agent or the broker or sales
		Il obligations of the parties for payment	t of brokers' fees are contained in
9.	separate written agreen CLOSING:	nents.	
0.	A. The closing of the sale after objections made (Closing Date). If eit	will be on or before under Paragraph 6D have been cured ther party fails to close the sale by the remedies contained in Paragraph 15.	or waived, whichever date is later
	(1) Seller shall execu Buyer and showi	ute and deliver a general warranty deeding no additional exceptions to those pe	ermitted in Paragraph 6 and furnish
	tax statements or c	ertificates showing no delinquent taxes on the Sales Price in good funds acceptable to the	e Property. Escrow Agent
	(3) Seller and Buyer	r shall execute and deliver any notice:	s, statements, certificates, affidavits,
	releases, loan d	documents, transfer of any warranties, sing of the sale and the issuance of the Title I	and other documents reasonably Policy.
	(4) There will be no	o liens, assessments, or security interest out of the sales proceeds unless se	sts against the Property which will
	assumed by Buyer	and assumed loans will not be in default.	
	will be the oblig	ees (as defined by Chapter 5, Subchap gation of Seller unless provided otherw	vise in this contract. Transfer fees
	assessed by a Subject to Mandato	property owners' association are govern bry Membership in a Property Owners Associa	ned by the Addendum for Property
10.	POSSESSION: Seller sha	all deliver to Buyer possession of the	Property in its present or required
11.	condition upon closing and fi	unding. (This paragraph is intended to be us	sed only for additional informational
	items. An informational it	tem is a statement that completes a l	blank in a contract form, discloses
	factual information, or pr	rovides instructions. Real estate brokers	s and sales agents are prohibited
	drafted by a party to this co	shall not add to, delete, or modify ar intract or a party's attorney.) SEE ATTACHE	ED "EXHIBIT A" Purchaser does not
4.0	have buyer agent represen	ntation.	
12.	A The following expenses	R EXPENSES: must be paid at or prior to closing:	
	(1) Seller shall pay the	following expenses (Seller's Expenses):	
	(a) releases of e	existing liens, including prepayment pena liability; tax statements or certificates;	Ilties and recording fees; release of
	escrow fee; k	brokerage fees that Seller has agreed to	
	by Seller under	r this contract; amount to be applied to brokerage fe	and that Ruyer has pareed to new
	(b) the following \$0-	or % of the Sales Price (check one	
	(c) an amount not	to exceed \$ 0- to be applie the following expenses (Buyer's Expense	ed to other Buyer's Expenses.
	fees; origination	charges; credit reports; preparation of	loan documents; interest on the
	notes from date recording fees: o	of disbursement to one month prior to copies of easements and restrictions; I	o dates of first monthly payments;
	required by lend	ler; loan-related inspection fees; photo:	s; amortization schedules; one-half
	insurance, reserve	all prepaid items, including required e deposits for insurance, ad valorem	n taxes and special governmental
	assessments; fina	al compliance inspection; courier fee; e; expenses incident to any loan; Pri	repair inspection; underwriting fee;
	(PMI), VA Loan F	Funding Fee, or FHA Mortgage Insurance	Premium (MIP) as required by the
	lender; brokerage Buyer under this co	fees that Buyer has agreed to pay intract.	; and other expenses payable by
nitiale	ed for identification by Buyer	<i>JC</i> and Seller	TREC NO. 9-17

Contract Concerning

1510 Linda Ln, Killeen, TX 76549

Page 6 of 10 11-04-2024

(Address of Property)

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of
- Seller. Obligations imposed by this paragraph will survive closing.

 14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this
- 15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
- DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer 1

___ and Seller

TREC NO. 9-17

1.	closing. If any representation of Seller in this in default. Unless expressly prohibited by we Property and receive, negotiate and accept back up FEDERAL REQUIREMENTS: If Seller is a "frand its regulations, or if Seller fails to deliver Buyer that Seller is not a "foreign person," to amount sufficient to comply with applicable ta Service together with appropriate tax forms, written reports if currency in excess of specified and	oreign person," as defined by Internal Revenue Code an affidavit or a certificate of non-foreign status to then Buyer shall withhold from the sales proceeds at a law and deliver the same to the Internal Revenue. Internal Revenue Service regulations require filingounts is received in the transaction.
	Phone: E-mail/Fax: E-mail/Fax: With a copy to Buyer's agent at:	Phone: E-mail/Fax: E-mail/Fax: With a copy to Seller's agent at:
		contains the entire agreement of the parties and greement. Addenda which are a part of this contract. Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum Addendum for Property Located Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by Buyer Addendum for Property in a Propane Gas System Service Area Addendum for Section 1031 Exchange Other (list):
	Assessment	TREC rules prohibit real estate brokers and sales agents AREFULLY. Seller's Attorney is: Phone:
	Fax:	Fax:

Contract Concerni	ng 1510 Linda Ln, Kille (Address of Prope		Page 8 of 10 11-04-2024
	(Address of Fight	nty)	
EXECUTED the	day of		(Effective Date).
(BROKER: FILL	IN THE DATE OF FINAL ACCEPTANCE	.)	
)			
Authentis			
John Crenshau Buyer		Seller	
John Crenshaw	v	City of Killeen	
Buyer		Seller	
-			
			- i
	The form of this contract has been approve intended for use only by trained real estate	ed by the Texas Real Estate Comm	nission. TREC forms are
TDEC	validity or adequacy of any provision in	any specific transactions. It is no	t intended for complex
IKEC	transactions. Texas Real Estate Commission (http://www.trec.texas.gov) TREC NO. 9-17. The commission of the commission o		11-2188, (512) 936-3000

TREC NO. 9-17

Contract Concerning	1510 Linda Ln, Killeen, TX 76549	Page 9 of 10 11-04-2024
0_	(Address of Property)	3

only. Do not sign)
Hacienda Texas Realty
Listing Broker Firm License No.
represents Seller and Buyer as an intermediary
X Seller only as Seller's agent
Andres Lopez
Listing Associate's Name License No.
3
Team Name
andres@haciendatexasrealty.com (254)466-0892
Listing Associate's Email Address Phone
Licensed Supervisor of Listing Associate License No.
Licensed Supervisor of Listing Associate License No.
211 E Ave D (254)466-0892
Listing Broker's Office Address Phone
Killeen TX 76541
City State Zip
Selling Associate's Name License No.
Team Name
Team Name Selling Associate's Email Address Phone
····
Selling Associate's Email Address Phone

TREC NO. 9-17

Contract Concerning

	OPTION FEE	RECEIPT	
Receipt of \$is acknowledged.	(Option Fee) in the	e form of	
Escrow Agent NA			Date
	EARNEST MON	NEY RECEIPT	
Receipt of \$is acknowledged.	Earnest Money in th	e form of	
Escrow Agent	Received by	Email Address	Date/Time
Address			Phone
City	State	Zip	Fax
	CONTRACT	RECEIPT	
Receipt of the Contract is a	acknowledged.		
Escrow Agent	Received by	Email Address	Date
Address			Phone
City	State	Zip	Fax
	ADDITIONAL EARNES	ST MONEY RECEIPT	
Receipt of \$is acknowledged.	additional Earnest M	loney in the form of	
Escrow Agent	Received by	Email Address	Date/Time

1510 Linda Ln, Killeen, TX 76549 (Address of Property)

TREC NO. 9-17

Page 10 of 10 11-04-2024

Address

City

Phone

Fax

Zip

State

CELLED

EXHIBIT A

STATE OF TEXAS § COUNTY OF BELL§

The provisions of the Unimproved Property Contract between the City of Killeen ("Seller") and JACC Homes LLC ("Buyer") are hereby clarified or amended as follows:

Section 6(A): Seller will not obtain or furnish a Title Policy prior to or after closing. If

Buyer wishes to obtain a Title Policy, it will be Buyer's sole responsibility

and at Buyer's expense.

Section 6(C): Seller does not have, nor is it aware of, a survey for the Property. It will not

obtain a survey prior to or after closing. If Buyer wishes to obtain a Survey, it

will be Buyer's sole responsibility and at Buyer's expense.

Section 9(B)(1): At closing, Seller will deliver a Special Warranty Deed. Seller will not furnish

tax statements showing no delinquent taxes on the Property. The Property is currently delinquent on taxes for 2012-2017 and Buyer agrees to assume

that debt without offset from the Sales Price.

Section 9(B)(2): Buyer will split payment into two payments: (i) \$12,000 made payable to

Seller, as sales price minus brokerage fees; and (ii) \$1,500 made payable

to Seller's Agent.

Section 9(B)(4): At closing Seller will deliver to Buyer a release of all liens, including accrued

interest, recorded by the City of Killeen prior to its ownership to be recorded by buyer. Seller is not aware of any other liens, assessments, or security interests. None were recorded during the ownership of Seller. However, if any were recorded prior to Seller's ownership, they shall be the responsibility of Buyer. In any event, no proceeds will be used to satisfy those interest, if any.

DIIVED

Section 12: At closing, Seller will provide Buyer with the original Special Warranty Deed.

Buyer will be responsible for recording fees of the deed.

John Crenshaw	07/04/25
John Crenshaw	
	John Crenshaw

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDATION IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL	KNOW ALL MEN DI THESE I RESERVIS
of the County of Bell, State of Texas for and in co (\$10.00) cash and other good and valuable considereby acknowledged, paid by JACC HOMES company, whose current address is 1401 Lavaca SGRANTED, SOLD, and CONVEYED, and be	e-rule Texas municipal corporation ("Grantor") nsideration of the sum of Ten and No/100 Dollars deration, the receipt and sufficiency of which are S, LLC, ("Grantee") a Texas limited liability Street, Austin, Travis County, Texas, 78701, HAS by these presents DOES GRANT, SELL, and I property situated in Bell County, Texas (the
Lot 8, Block 27, Sugar Loaf Estates Ac Killeen, Bell County, Texas, as describe Volume 1147, Page 350 of the plat readdressed as 1510 Linda Lane, Killeen, E	ed in the plat of the addition recorded in ecords of Bell County, Texas. Locally
appurtenances lawfully accompanying it, by the Gorever. Grantor binds itself and successors and a against every person lawfully claiming or to claim under the Grantor but not otherwise; provided, I	ibed property, together with all the rights and Grantee and the Grantee's successors and assigns ssigns to warrant and forever defend the property im all or any part of the property by, through, or however, this conveyance is made subject to all estrictions, reservations, and rights appearing of
"WHERE IS", WITHOUT ANY REPRESEN	IS SPECIFICALLY MADE "AS IS" AND NTATION OR WARRANTY, EXPRESS OR NAFTER LIMITED), INCLUDING WITHOUT STREET ANY PARTICULAR PURPOSE
EXECUTED to be effective as of	, 20

[Signature on following page]

		CITY OF KILLEEN, TEXAS, a municipal corporation.
		By: Kent Cagle City Manager
	ACK	NOWLEDGMENT
STATE OF TEXAS	§	
COUNTY OF BELL	§ § §	
Before me, the und		y Public, on this day personally appeared, known to me to be the person whose name is
subscribed to the foregoing for the purposes and cons	ng instrument, ar	nd acknowledged to me that he executed the instrument
Given under my hand and	l seal of office o	n
		NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

RELEASE OF LIEN

STATE OF TEXAS	§ &	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL	§	

That the undersigned, the legal and equitable owner and holder of thirty-four (34) certain privileged liens which have been filed against the following described property, to-wit:

LOT 8, BLOCK 27, Sugar Loaf Estates Addition Second Extension, Killeen, Bell County, Texas, Property ID No. 42024, located at 1510 Linda Lane and originally owned by Goodnight Homes, Inc.

Said thirty-four (34) privileged liens are described as follows:

A privileged lien, Case File #1998-1967, in the principal amount of ONE HUNDRED TWENTY-NINE DOLLARS AND 00/100 (\$129.00) dated January 15, 1999, executed by David Blackburn, in favor of the City of Killeen, filed January 22, 1999, and duly recorded as Instrument #1999-002660 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #1999-1452, in the principal amount of SIXTY-NINE DOLLARS AND 00/100 (\$69.00) dated March 31, 2000, executed by David Blackburn, in favor of the City of Killeen, filed April 17, 2000, and duly recorded as Instrument #2000-011644 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2000-1702, in the principal amount of EIGHTY-FOUR DOLLARS AND 00/100 (\$84.00) dated February 20, 2001, executed by David Blackburn, in favor of the City of Killeen, filed March 7, 2001, and duly recorded as Instrument #2001-006631 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2001-0844, in the principal amount of ONE HUNDRED FIFTY-ONE DOLLARS AND 50/100 (\$151.50) dated July 26, 2001, executed by David Blackburn, in favor of the City of Killeen, filed July 31, 2001, and duly recorded as Instrument #2001-024746 of the Official Public Records of Bell County, Texas:

A privileged lien, Case File #2002-0574, in the principal amount of ONE HUNDRED SIXTY-FOUR DOLLARS AND 00/100 (\$164.00) dated September 6, 2002, executed by David Blackburn, in favor of the City of Killeen, filed September 16, 2002, and duly recorded as Instrument #2002-034885 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2002-2294, in the principal amount of ONE HUNDRED SEVENTY DOLLARS AND 00/100 (\$170.00) dated April 15, 2003, executed by David Blackburn, in favor of the City of Killeen, filed April 28, 2003, and duly recorded as Instrument #2003-017262 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2002-0043, in the principal amount of ONE HUNDRED SEVENTY DOLLARS AND 00/100 (\$170.00) dated May 28, 2003, executed by David Blackburn, in favor of the City of Killeen, filed June 3, 2003, and duly recorded as Instrument #2003-023405 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2003-1460, in the principal amount of ONE HUNDRED SEVENTY DOLLARS AND 00/100 (\$170.00) dated July 10, 2003, executed by David Blackburn, in favor of the City of Killeen, filed July 15, 2003, and duly recorded as Instrument #2003-030803 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2003-2735, in the principal amount of ONE HUNDRED FIFTY-SEVEN DOLLARS AND 50/100 (\$157.50) dated August 20, 2003, executed by David Blackburn, in favor of the City of Killeen, filed August 25, 2003, and duly recorded as Instrument #2003-038471 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2003-4396, in the principal amount of ONE HUNDRED SEVENTY DOLLARS AND 00/100 (\$170.00) dated January 21, 2004, executed by David Blackburn, in favor of the City of Killeen, filed January 27, 2004, and duly recorded as Instrument #2004-003178 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2006-13093, in the principal amount of ONE HUNDRED SEVENTY DOLLARS AND 00/100 (\$170.00) dated August 3, 2004, executed by David Blackburn, in favor of the City of Killeen, filed August 5, 2004, and duly recorded as Instrument #2004-033535 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2004-3527, in the principal amount of ONE HUNDRED SEVENTY DOLLARS AND 00/100 (\$170.00) dated October 12, 2004, executed by David Blackburn, in favor of the City of Killeen, filed October 21, 2004, and duly recorded as Instrument #2004-045216 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2005-3718, in the principal amount of ONE HUNDRED FORTY-FIVE DOLLARS AND 00/100 (\$145.00) dated August 24, 2005, executed by Connie Green, in favor of the City of Killeen, filed August 30, 2005, and duly recorded as Instrument #2005-038868 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2005-6801, in the principal amount of TWO HUNDRED SEVEN DOLLARS AND 00/100 (\$207.00) dated November 14, 2005, executed by Connie Green, in favor of the City of Killeen, filed November 28, 2005, and duly recorded as Instrument #2005-052951 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2006-13251, in the principal amount of ONE HUNDRED NINETY-FOUR DOLLARS AND 50/100 (\$194.50) dated October 20, 2006, executed by Connie Green, in favor of the City of Killeen, filed October 30, 2006, and duly recorded as Instrument #2006-050929 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2009-3715, in the principal amount of TWO HUNDRED ONE DOLLARS AND 00/100 (\$201.00) dated September 14, 2009, executed by Connie Green, in favor of the City of Killeen, filed September 17, 2009, and duly recorded as Instrument #2009-035876 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2010-3227, in the principal amount of TWO HUNDRED ONE DOLLARS AND 00/100 (\$201.00) dated September 13, 2010, executed by Glenn Morrison, in favor of the City of Killeen, filed September 16, 2010, and duly recorded as Instrument #2010-033573 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2011-2916, in the principal amount of TWO HUNDRED ONE DOLLARS AND 00/100 (\$201.00) dated June 29, 2011, executed by Glenn Morrison, in favor of the City of Killeen, filed July 11, 2011, and duly recorded as Instrument #2011-023295 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2011-4537, in the principal amount of ONE HUNDRED NINETY-SEVEN DOLLARS AND 00/100 (\$197.00) dated August 16, 2011, executed by Glenn Morrison, in favor of the City of Killeen, filed August 23, 2011, and duly recorded as Instrument #2011-028970 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2012-3004, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated June 11, 2012, executed by Glenn Morrison, in favor of the City of Killeen, filed June 15, 2012, and duly recorded as Instrument #2012-024083 of the Official Public Records of Bell County. Texas:

A privileged lien, Case File #2012-5307, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated August 24, 2012, executed by Glenn Morrison, in favor of the City of Killeen, filed August 30, 2012, and duly recorded as Instrument #2012-036024 of the Official Public Records of Bell County, Texas:

A privileged lien, Case File #2012-7747, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated December 27, 2012, executed by John Sutton, in favor of the City of Killeen, filed January 4, 2013, and duly recorded as Instrument #2013-000399 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2013-3234, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated July 15, 2013, executed by John Sutton, in favor of the City of Killeen, filed July 19, 2013, and duly recorded as Instrument #2013-031509 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2013-6701, in the principal amount of ONE HUNDRED EIGHTY-FOUR DOLLARS AND 50/100 (\$184.50) dated September 23, 2013, executed by John Sutton, in favor of the City of Killeen, filed September 26, 2013, and duly recorded as Instrument #2013-042135 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2013-10345, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated January 27, 2014, executed by John Sutton, in favor of the City of Killeen, filed January 30, 2014, and duly recorded as Instrument #2014-003363 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2014-3212, in the principal amount of ONE HUNDRED NINETY-SEVEN DOLLARS AND 00/100 (\$197.00) dated July 9, 2014, executed by John Sutton, in favor of the City of Killeen, filed July 16, 2014, and duly recorded as Instrument #2014-025473 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2014-5587, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated September 23, 2014, executed by John Sutton, in favor of the City of Killeen, filed September 29, 2014, and duly recorded as Instrument #2014-035618 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2014-8215, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated November 7, 2014, executed by John Sutton, in favor of the City of Killeen, filed November 18, 2014, and duly recorded as Instrument #2014-042484 of the Official Public Records of Bell County, Texas:

A privileged lien, Case File #2015-4143, in the principal amount of ONE HUNDRED NINETY-SEVEN DOLLARS AND 00/100 (\$197.00) dated June 26, 2015, executed by John Sutton, in favor of the City of Killeen, filed July 1, 2015, and duly recorded as Instrument #2015-024363 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2015-6001, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated August 11, 2015, executed by John Sutton, in favor of the City of Killeen, filed August 19, 2015, and duly recorded as Instrument #2015-031704 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2015-7016, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated August 24, 2015, executed by John Sutton, in favor of the City of Killeen, filed August 27, 2015, and duly recorded as Instrument #2015-033028 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2016-2209, in the principal amount of ONE HUNDRED NINETY-SEVEN DOLLARS AND 00/100 (\$197.00) dated May 25, 2016, executed by Lillian Farris, in favor of the City of Killeen, filed May 31, 2016, and duly recorded as Instrument #2016-020671 of the Official Public Records of Bell County, Texas;

A privileged lien, Case File #2016-4695, in the principal amount of ONE HUNDRED NINETY-SEVEN DOLLARS AND 00/100 (\$197.00) dated August 2, 2016, executed by Lillian Farris, in favor of the City of Killeen, filed August 11, 2016, and duly recorded as Instrument #2016-032017 of the Official Public Records of Bell County, Texas;

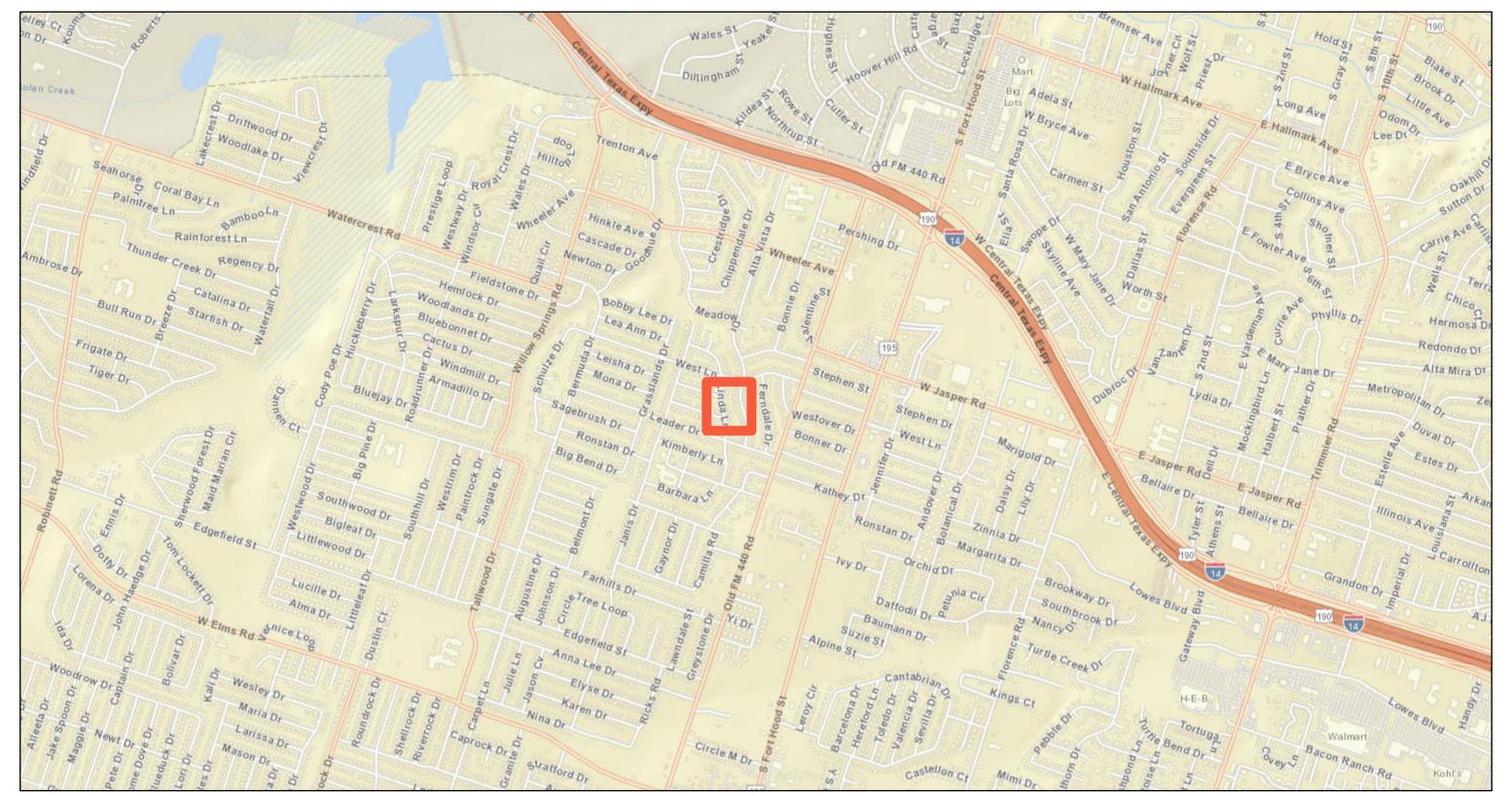
A privileged lien, Case File #2016-8183, in the principal amount of ONE HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$172.00) dated November 28, 2016, executed by Lillian Farris, in favor of the City of Killeen, filed December 2, 2016, and duly recorded as Instrument #2016-048555 of the Official Public Records of Bell County, Texas;

for and in consideration of forgiveness of all indebtedness secured by the aforesaid liens and other valuable consideration, the receipt of which is hereby acknowledged, has released and discharged the above-described property from the aforesaid liens held by the undersigned securing said indebtedness.

[signature page follows]

Executed this	day of	, 20
		CITY OF KILLEEN
		Kent Cagle City Manager
STATE OF TEXAS	ş	
COUNTY OF BELL	\$ \$ -	
This foregoing instru	ument was acknow	ledged before me on,
		known to me as the
		for the City of Killeen.
er recordation, plea	ase return to:	

1510 Linda Lane



7/7/2025, 10:22:20 AM

1:18,056

0 0.17 0.35 0.7 mi

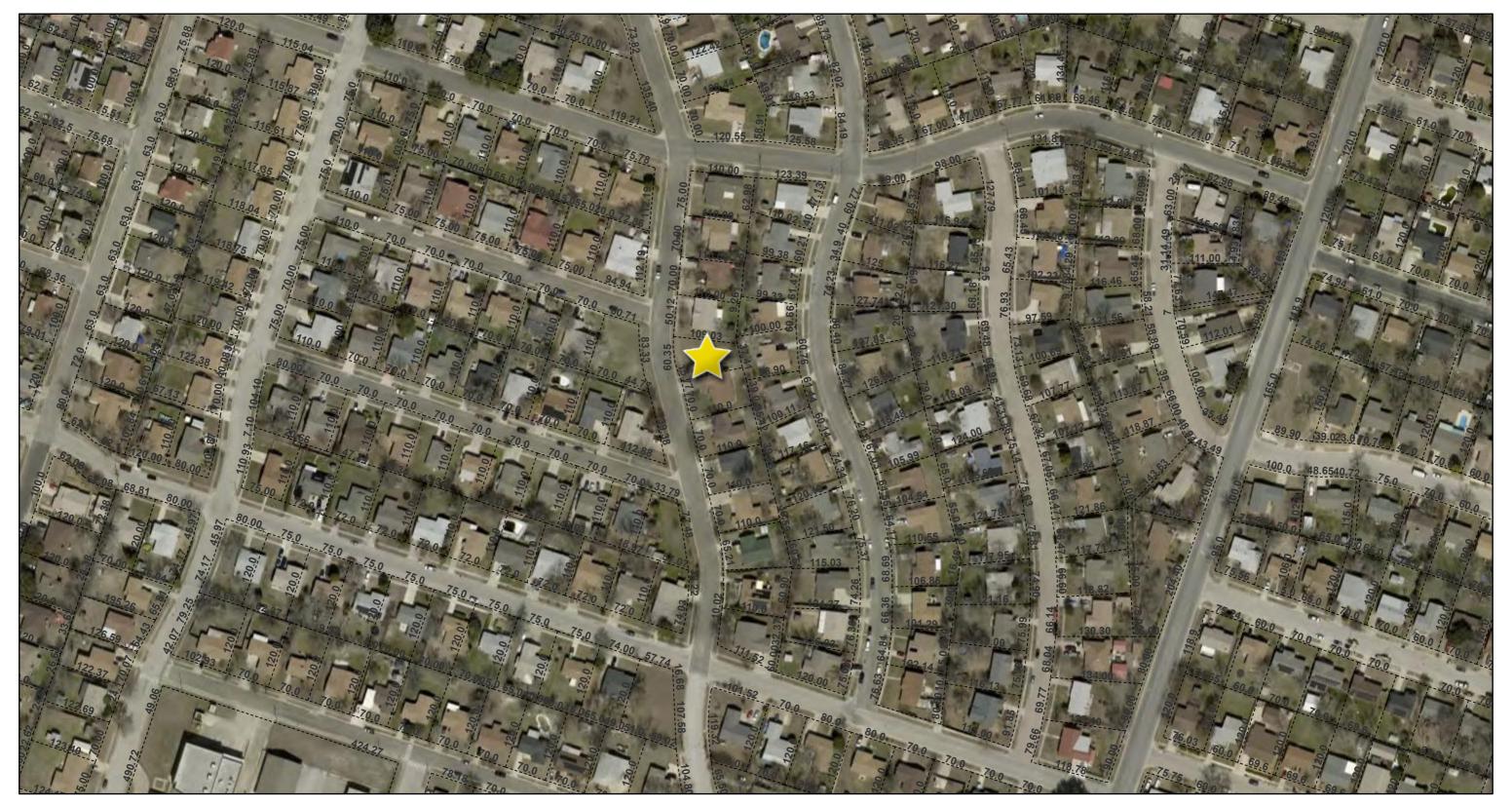
Esri, HERE, Garmin, INCREMENT P, NGA, USGS

0.6

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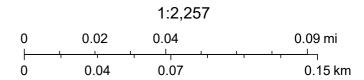
1.2 km

1510 Linda Lane



7/7/2025, 10:18:36 AM

Lot Lines



© OpenStreetMap (and) contributors, CC-BY-SA

SITE PHOTOS – 1510 Linda Ln.



View of the property looking east:



View of the property looking west:



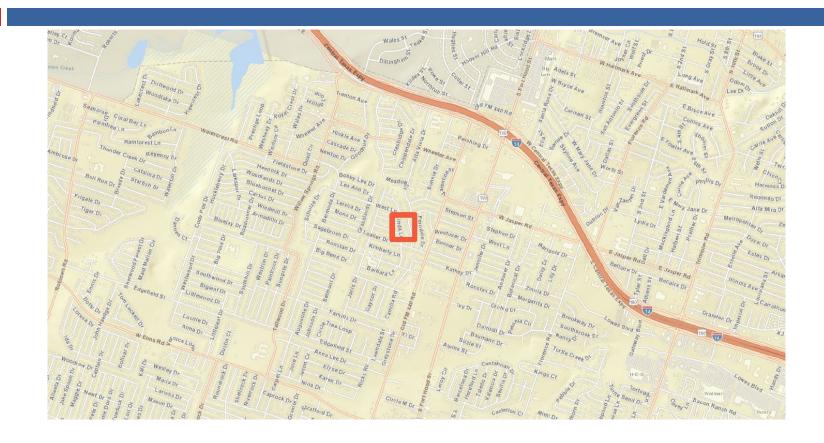


SALE OF REAL PROPERTY

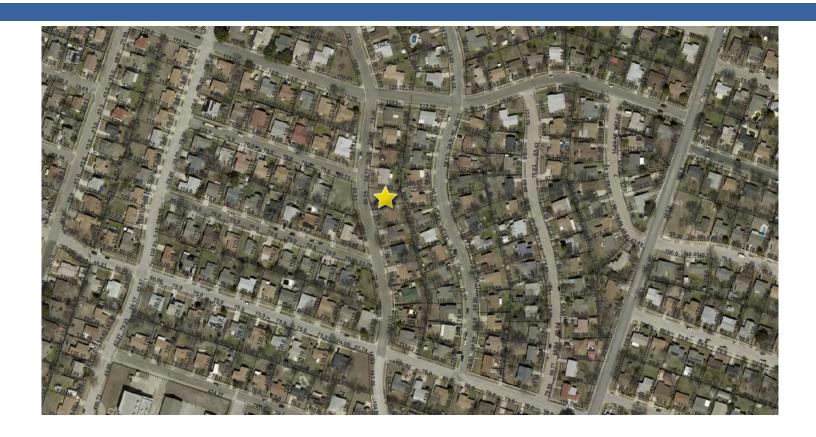
RS-25-123 August 5, 2025

Background

- In February 2025, Staff identified a parcel of vacant and unimproved property that it owns in fee simple.
- □ The property is located at 1510 Linda Lane and is 6,615 sq ft.
- □ The property was conveyed to the City in February 2017.
- The property is located within a residential district (Sugar Loaf Estates) and is surrounded by existing single-family homes.
- The City does not have plans to use the property.



Location



4

Property Taxes

- □ The property is currently delinquent in property taxes from 2012-2017.
- The delinquent taxes amount to \$1,105.10.
- These past due taxes will become the responsibility of the new owner and would not be affected by the sale.

- □ 1510 Linda Lane has liens recorded by the City of Killeen in connection with the abatement of high grass and weeds.
- □ The liens total \$5,849.00.
- City Policy allows for the waiver of these liens if it would constitute a public purpose.
- Staff believes that waiver of the liens would constitute a public purpose as it would make the properties more marketable.
- The sale would waive these liens.

1510 Linda Lane

View of the property looking east from Linda Lane



View of the property looking west toward Linda Lane



- Staff engaged a realty company to publicly advertise the properties for 30 days on the Multiple Listing Service.
- The properties were listed for cash only offers on an "as-is" basis.
- □ The City received 3 cash offers. However, all three offerors withdrew their bids. The property was relisted.
- □ The City received a single cash offer for \$13,500.
- If approved, the property will be conveyed to the highest bidder via a Special Warranty Deed with a Release of Liens.

- 9
- □ The City Council may:
 - Not authorize the sale of 1510 Linda Ln;
 - Authorize the sale of 1510 Linda Ln for more than \$13,500; or
 - Authorize the sale of 1510 Linda Ln for \$13,500.

Recommendation

Staff recommends that the City Council authorize the sale of 1510 Linda Lane for \$13,500, and authorize the City Manager, or designee, to execute all documentation necessary to complete the sale.



City of Killeen

Staff Report

File Number: RS-25-124

Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Airfield Pavement Preservation - Runway and Taxiway Project at Killeen Regional Airport.

DATE: August 5, 2025

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Authorization for City Manager to accept a Federal Aviation Administration

Grant for the Airfield Pavement Preservation - Runway and Taxiway

Project at Killeen Regional Airport

BACKGROUND AND FINDINGS:

The City of Killeen Aviation Department has applied and expects to receive a grant from the Federal Aviation Administration (FAA) to cover the costs of the design of the project. This will include project administration, design services, bidding services, and other engineering fees.

To comply with the FAA's timeline requirements for returning signed grant offers, staff is requesting that the City Council authorize the City Manager to accept a FAA Grant for the Airfield Pavement Preservation - Runway and Taxiway Project once the grant is received.

The grant will cover 95% of the total project cost, with the required local match provided through the FAA Passenger Facility Charge (PFC) Program Application, approved by the FAA on March 14, 2025.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

The financial impact will be determined once quotes are received and evaluated.

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

One-time

Is this revenue/expenditure budgeted?

Yes

If not, where will the money come from?

N/A

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

Yes. The maximum grant revenue and corresponding expenditure are budgeted with a 90/10 split between the Aviation AIP Fund and the Aviation PFC Fund. Only the approved portion will be expended and subsequently reimbursed.

RECOMMENDATION:

City Council approve a memorandum/resolution authorizing the City Manager, or designee, to accept an Airfield Pavement Preservation Grant, with the Federal Aviation Administration, for the Airfield Pavement Preservation - Runway and Taxiway Project at Killeen Regional Airport.

DEPARTMENTAL CLEARANCES:

Finance Legal

Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Pre-Grant Application Presentation



Yeur Central Texas Hemeteum Airport
City of Killeen
Department of Aviation

June 27, 2025

Ms. Sarah Conner FAA-SW Region Texas Airports District Office, ASW650 10101 Hillwood Parkway Fort Worth, TX 76177

Re: FAA Grant Application Submittal- Airfield Pavement Preservation-Taxiways

Enclosed is the FAA Grant Application submittal for the Airfield Preservation Project – Taxiways at Killeen Regional Airport.

This project is eligible under Chapter 3, Table 3-2, Sections a and b of the FAA AIP Handbook. The City followed FAA's Small Purchase Procurement and Contracting guidance, as outlined in *Contracting Under AIP – Small Purchase Procurement*, for contractor selection.

If you have any questions, please feel free to contact me at (254) 501-8700.

Thank you,

Mike Wilson

Executive Director of Aviation

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Enclosures



Your Central Texas Hometown Airport

APPLICATION FOR FEDERAL ASSISTANCE

GRANT NO. AIP 3-48-0361-0XX-2025

Airfield Pavement Preservation

ARP SOP No. 6.00 Effective Date: 10/1/2015

AIP Grant Application Checklist

AIRPORT NAME:	Killeen Regional Airport	DATE:	5/13/2025	
SYSTEM FOR AWA	ARD MANAGEMENT (SAM) CAGE CODE #:			
SYSTEM FOR AWA	ARD MANAGEMENT (SAM) EXPIRATION DATE:	04/20/20	026	

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.

Ref.		Yes	No	N/A	Comments Attached
	ITEMS REQUIRED TO COMPLETE APPLICATION		EVI	EW:	
1.	Standard Form 424 (signed)	Y			
2.	Project Cost Breakdown (attached)	Y			
3.	Project Sketch (at the request of the ADO)	Υ			
4.	Project Narrative (attached or within Form 5100-100/101 Part IV)	Y			
5,	Form 5100-100 (parts II – IV) (airport development grants) Form 5100-101 (parts II- IV) (planning grants)	Y			
6.	Bid Tabulations/Negotiated Amounts (attached or previously submitted to the ADO)	Y			
7.	Exhibit A (attached or previously submitted to the ADO)	Ÿ			
8.	Title Certificate or Long Term Lease Agreement (at the request of the ADO)				N/A

STANDARD FORM 424

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for Federal Assistance SF-424								
* 1. Type of Submission: Preapplication Application Changed/Corrected		New [* If Revision, select appropriate letter(s): * Other (Specify):					
* 3. Date Received:	* 3. Date Received: 4. Applicant Identifier:							
5a. Federal Entity Identif	5a. Federal Entity Identifier: 5b. Federal Award Identifier:							
State Use Only:								
6. Date Received by Star	ate:	7. State Application I	Identifier:					
8. APPLICANT INFORM	MATION:							
* a. Legal Name: City	y of Killeen							
* b. Employer/Taxpayer I	Identification Number	r (EIN/TIN):	* c. UEI:					
74-6001504			J6MNLASJ9GC8					
d. Address:								
* Street1: 81	101 Clear Creek	: Rd						
Street2: Bo	Box C							
* City:	Killeen							
County/Parish: Be	Parish: Bell							
* State:	TX: Texas							
Province:								
* Country:			USA: UNITED STATES					
* Zip / Postal Code: 76	5549-2673							
e. Organizational Unit:								
Department Name:			Division Name:					
Killeen Regional	Airport							
f. Name and contact information of person to be contacted on matters involving this application:								
Prefix: Mr.		* First Name	Mike					
Middle Name:								
* Last Name: Wilsor	n							
Suffix:								
Title: Executive Di:	rector of Avia	tion						
Organizational Affiliation:	§							
*Telephone Number: 254.501.8700 Fax Number: 254.501.8744								
*Email: mwilson@ki	*Email: mwilson@killeentexas.gov							

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Federal Aviation Administration, Southwest Region
11. Catalog of Federal Domestic Assistance Number:
20.106
CFDA Title:
Airport Improvement Program
* 12. Funding Opportunity Number:
AIP 3-48-0361-0XX-2025
* Title:
Airport Improvement Program
13. Competition Identification Number:
13. Competition Identification Number.
Title
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
Airfield Pavement Preservation - Taxiways
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

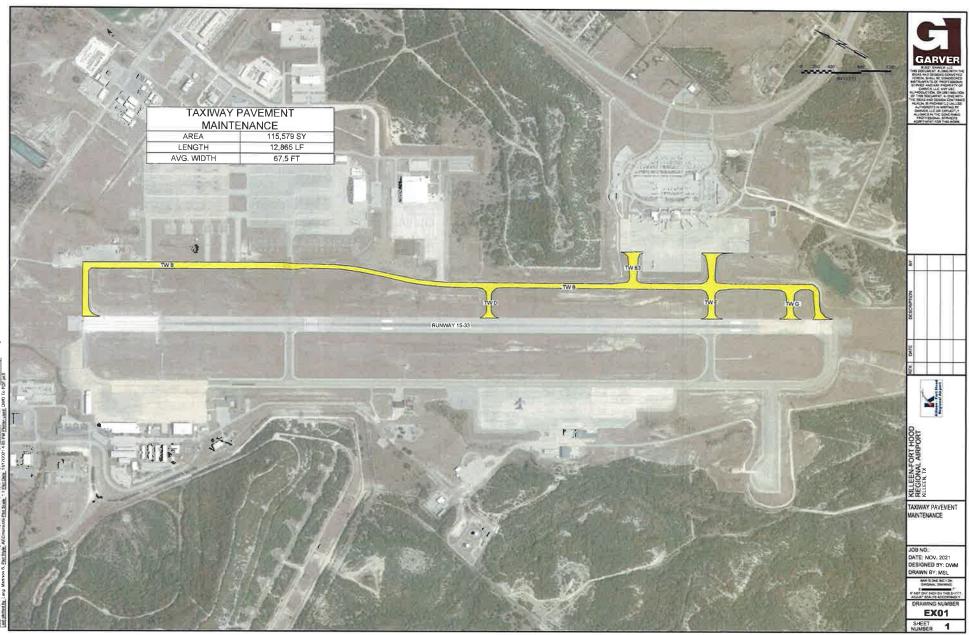
Application for Federal Assistance SF-424							
16. Congressional Districts Of:							
* a. Applicant	TX-031			* b. Pro	ogram/Project TX-03	1	
Attach an addi	tional list of Program/Project Co	ngressional Districts	if needed.				
			Add Attachme	nt Delete	Attachment Vie	w Attachment	
17. Proposed	Project:						
* a. Start Date:	* a. Start Date: 09/01/2025 * b. End Date: 09/30/2025						
18. Estimated Funding (\$):							
* a. Federal		47,500.00					
* b. Applicant		2,500.00					
* c. State		0.00					
* d. Local		0.00					
* e. Other		0.00					
* f. Program In	come	0.00					
* g. TOTAL		50,000.00					
* 19. Is Applic	ation Subject to Review By	State Under Execut	tive Order 1237	2 Process?			-tri
a. This ap	plication was made available	to the State under	the Executive (order 12372 Pr	ocess for review on].
🔲 b. Prograi	m is subject to E.O. 12372 bu	it has not been sele	cted by the Sta	te for review.			
C. Program is not covered by E.O. 12372.							
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)							
Yes No							
If "Yes", provide explanation and attach							
Add Attachment Delete Attachment View Attachment							
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)							
★* I AGREE							
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.							
Authorized Representative:							
Prefix:	Mr.	* First N	lame: Mike				
Middle Name:							
* Last Name:	Wilson						
Suffix:							
*Title: Executive Director of Aviation							
* Telephone Number: 254.501.8700 Fax Number: 254.501.8744							
*Email: mwilson@killeentexas.gov							
* Signature of Authorized Representative: * Date Signed: 06/24/2025							

PROJECT COST BREAKDOWN

PROJECT COST BREAKDOWN

PROJECT NAMEAIP FUNDSNON-AIPSPONSORTOTALAirfield Pavement Preservation-Taxiways\$47,500 (95%)\$2,500 (5%)\$50,000

PROJECT SKETCH



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PROJECT NARRATIVE

Killeen Regional Airport

Project Narrative – Airfield Pavement Preservation – Taxiways

This project includes routine cleaning, filling, and or sealing of longitudinal and transverse cracks; grading pavement edges; maintaining pavement drainage systems; patching pavement; and remarking pavement areas

Additional preventative maintenance will include any regular or recurring work necessary to preserve existing airport pavement in good condition, any work involved in the care or cleaning of existing airport pavement, and any incidental or minor repair work on existing airport pavement.

FORM 5100-100 PARTS II-IV



Application for Federal Assistance (Development and Equipment Projects)

PART II - PROJECT APPROVAL INFORMATION

	Part II - SECTION A						
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.							
Item 1. Does Sponsor maintain an active registre (www.SAM.gov)?	ation in the System for Award Management	⊠ Yes	□No				
Item 2. Can Sponsor commence the work identification of the second secon	ied in the application in the fiscal year the he grant is made, whichever is later?	⊠ Yes	□No	□ N/A			
Item 3. Are there any foreseeable events that we provide attachment to this form that lists	ould delay completion of the project? If yes, the events.	☐Yes	⊠ No	□ N/A			
Item 4. Will the project(s) covered by this request environment that require mitigating measures to this application at environmental document(s).	sures? If yes, attach a summary listing of	☐ Yes	⊠No	□ N/A			
Item 5. Is the project covered by this request inc Charge (PFC) application or other Feder identify other funding sources by checking	al assistance program? If yes, please	⊠ Yes	□No	□ N/A			
☑ The project is included in an approve	ed PFC application.						
If included in an approved PFC	application,						
does the application <i>only</i> address AIP matching share? $oximes$ Yes $oxdot$ No							
☐ The project is included in another Federal Assistance program. Its CFDA number is below.							
Item 6. Will the requested Federal assistance inc 2 CFR Appendix VII to Part 200, States a Indirect Cost Proposals?	clude Sponsor indirect costs as described in and Local Government and Indian Tribe	Yes	⊠ No	□ N/A			
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:							
De Minimis rate of 10% as permitted by 2 CFR § 200.414.							
Negotiated Rate equal to on	% as approved by (Date) (2 CFR part 200, appendix VII).	(the	Cogniza	nt Agency)			
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.							

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

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

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

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Property 1800 feet east of the runway, two (2) miles west of the runway, and five (5) miles beyond the end of the runway are part of the Fort Hood military reservation. The City of Killeen has annexed the terminal site and lands within 500 feet of Clear Creek Drive to preclude non compatible land use near the Airport

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

9. Exclusive Rights — There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows: None
10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1] The City of Killeen has a fifty (50)-year property lease with the Department of the Army for the Airport site.
The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests. (b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1] N/A
(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1] N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog Number: 21.106

2. Functional or Other Breakout: AIP

2.	Administration expense	revisions)	(Use only for revisions)	Amount Required
3.	Preliminary expense			
	Land, structures, right-of-way			
4.	Architectural engineering basic fees			
5.	Other Architectural engineering fees			
6.	Project inspection fees			
7.	Land development			
8.	Relocation Expenses			
9. (Relocation payments to Individuals and Businesses			
10.	Demolition and removal			
11. (Construction and project improvement			50,000
12. I	Equipment			
13 ₋ [Miscellaneous			
14.	Subtotal (Lines 1 through 13)			\$ 50,000
15. I	Estimated Income (if applicable)			
16. I	Net Project Amount (Line 14 minus 15)			50,000
17. I	Less: Ineligible Exclusions (Section C, line 23 g.)			
18. S	ubtotal (Lines 16 through 17)			\$ 50,000
19. I	Federal Share requested of Line 18			47,500
20. 0	Grantee share			2,500
21. (Other shares			

SECTION C - EXCLUSIONS					
23. Classification (Description of non-participating work)	Amount Ineligible for Participation				
a.					
b.					
c.					
d.					
e.					
f.					
g. Total					

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE				
24. Grantee Share – Fund Categories	Amount			
a. Securities				
b. Mortgages				
c. Appropriations (by Applicant)				
d. Bonds				
e. Tax Levies				
f. Non-Cash				
g. Other (Explain): PFC	2,500			
h. TOTAL - Grantee share	\$ 2,500			
25. Other Shares	Amount			
a. State				
b. Other				
c. TOTAL - Other Shares				
26. TOTAL NON-FEDERAL FINANCING	\$ 2,500			

26. TOTAL NON-FEDERAL FINANCING	\$ 2,500
SECTION E – REMARKS (Attach sheets if additional space is required)	
Grantee share to be financed with PFC funds.	

PART IV - PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Airfield Pavement Preservation Project Taxiways
AIRPORT: Killeen Regional Airport
 Objective: Objective to extend the useful life of the taxiways per FAA grant assurances 11 (Pavement Preventative Maintenance) and 19 (Operations and Maintenance) Rehabilitation includes pavement preparation, crack sealing, rubber removal, and markings Eligible per Table 3-2 sections a and b of the AIP Handbook PCI as of 2019 ranges from 46-98 (taxiways) Total Taxiway length 12,865 ftx67.5 ft Total Rehab Area 115,579 SY
2. Benefits Anticipated:
Fully functional taxiways with extended useful life
3. Approach: (See approved Scope of Work in Final Application)
Routine cleaning, filling, and or sealing of longitudinal and transverse cracks; grading pavement edges; maintaining pavement drainage systems; patching pavement; and remarking pavement areas. 4 Geographic Location:
4. Geographic Location:
Airport Taxiways
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number)
Mike Wilson, Executive Director of Aviation, Killeen Regional Airport 8101 Clear Creek Road, Killeen, Texas 76549 254.501.8700

AIRFIELD PAVEMENT PRESERVATION PROJECT – FAA GRANT ACCEPTANCE

- The City of Killeen Aviation Department has applied and expects to receive a grant from the FAA to cover the costs of the design of the project. This will include project administration, design services, bidding services, and other engineering fees.
- □ This project will include routine maintenance activities such as cleaning, crack filling and sealing, pavement edge grading, drainage system upkeep, patching, and pavement remarking.

□ To comply with the FAA's timeline requirements for returning signed grant offers, staff is requesting that the City Council authorize the City Manager to accept a FAA Grant for the Airfield Pavement Preservation — Runway and Taxiway Project once the grant is received.

- □ The grant will cover 95% of the total project cost, with the required local match provided through the FAA Passenger Facility Charge (PFC) Program Application, approved by the FAA on March 14, 2025.
- □ No impact to the operational fund or fund balance.

5

□ City Council approve a memorandum/resolution authorizing the City Manager, or designee, to accept an Airfield Pavement Preservation Grant, with the Federal Aviation Administration, for the Airfield Pavement Preservation - Runway and Taxiway Project at Killeen Regional Airport.



City of Killeen

Staff Report

File Number: RS-25-125

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

DATE: August 5, 2025

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director Public Works

SUBJECT: Approve a lease agreement and access utility easement with Crown Castle

Towers, LLC, for the construction of a cell tower

BACKGROUND AND FINDINGS:

In November 2024, Crown Castle Towers, LLC, contacted City Staff to discuss the availability of land suitable for the construction of a cell tower on the southeastern side of the City of Killeen. Crown Castle identified City-owned property south of Stagecoach Road and east Acorn Creek as a prime location for the tower. Crown Castle would like to enter into a lease agreement with the City in order to secure the property and obtain a utility/access easement with the location.

The lease agreement contains a two-year option period for \$3,000. The option period may be extended for two years for \$1,500. The option period will allow Crown Castle time to seek and obtain all necessary local, state, and federal permits and regulatory approvals. At the expiration of the option period, the lease agreement and easement will have an initial five-year term. Crown Castle will pay \$2,000 per month during the initial term. The agreement may then be extended for nineteen additional five-year terms. Rent payments during any subsequent renewal term will increase by 15%.

Cell towers provide significant benefits to cities by enhancing mobile communications and ensuring reliable connectivity for residents and emergency services. Crown Castle has identified the proposed area as one with limited cell coverage. The lease agreement would help alleviate this issue and provide valuable benefits to the City and its residents.

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?

Revenue for FY 2025 will be \$3,000. Once the tower is constructed, revenue will amount to \$24,000 per year for the first five years with a 15% increase per extension period.

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

This is a recurring revenue.

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

N/A

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

The option payment for FY 2025 will be posted to revenue account 100-46712-100-100-000000 (General Fund - Tower Leases), which is currently budgeted for the City's existing tower leases. Revenue from the proposed lease will be incorporated into future fiscal year budgets.

RECOMMENDATION:

Authorize the City Manager, or designee, to approve the lease agreement and utility/access easement with Crown Castle, LLC, for a cell tower and the utilization of a 25-foot-wide access/utility easement from Stagecoach Road, and authorize the City Manager, or designee, to execute any and all additional documentation necessary to effectuate the lease agreement.

DEPARTMENTAL CLEARANCES:

Public Works Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Memorandum
Certificate of Interested Parties
Presentation

OPTION AND GROUND LEASE AGREEMENT

- 1. <u>Lessor's Property</u>. Lessor's Property shall refer to the parcel of land located in the City of Killeen, County of Bell, State of Texas, as shown on the Tax Map of said County as Tax Parcel Number 400599, being further described on **Exhibit** "A".
- **Leased Premises.** "Leased Premises" shall refer to that portion of Lessor's Property consisting of a parcel of approximately 3,600 square feet as described in the sketch attached hereto as Exhibit "B". The boundaries of the Leased Premises may be subject to modification as set forth in Section 7.
- **3.** Grant of Option to Lease. In consideration of Three Thousand and 00/100 Dollars (\$3,000.00) ("Option Fee") to be paid by Lessee to Lessor within sixty (60) days of Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option, for a period of twenty-four (24) months, commencing on the Effective Date ("Option Period"), to lease the Leased Premises, on the terms and conditions set forth in this Agreement.

4. Due Diligence Investigation.

- (A) <u>Inspection Rights</u>. During the Option Period, and the Lease Term, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "<u>Due Diligence</u>"). Activities conducted in connection with Lessee's Due Diligence shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements, as defined in Section 12. Upon completion of Lessee's Due Diligence activities, Lessee shall promptly restore Lessor's Property to its prior condition, reasonable wear and tear excepted.
- (B) <u>Temporary Access Road and Easement for Due Diligence</u>. To facilitate Lessee's Due Diligence, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right, and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements, as defined in Section 12, herein.

5. Extension, Termination and Exercise of Option.

- (A) <u>Right to Extend Option Period</u>. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for One (1) additional one (1) year period (an "<u>Option Renewal Period</u>") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. Lessee shall pay Lessor the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) ("<u>Option Extension Fee</u>") within sixty (60) days of the commencement of the Option Renewal Period.
- (B) <u>Right to Terminate Option</u>. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or the Option Renewal Period, by sending written notice of termination to Lessor.
- (C) <u>Expiration of Option Period</u>. If, upon expiration of the Option Period or the Option Renewal Period, Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid.
- (D) <u>Exercise of Option</u>. Prior to expiration of the Option Period or the Option Renewal Period, Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the first day of the month following such exercise ("<u>Commencement Date</u>"), the Lease Term, as defined in Section 9 herein,

shall commence and the Easements, as defined in Section 8, shall become effective.

- 6. Lessor's Cooperation. During the Option Period, the Option Renewal Period, and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence and to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.
- 7. <u>Leased Premises; Survey</u>. Following exercise of the Option, Lessee shall provide Lessor with a copy of a boundary survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit** "B" (the "Survey"). The Survey shall be deemed to be incorporated into this Agreement as **Exhibit** "C" even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit** "C" shall control in the event of discrepancies between **Exhibit** "B" and **Exhibit** "C".
- 8. Easements. Effective on the Commencement Date, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein; (ii) a thirty foot (30') wide easement in the location shown in Exhibit "B", as may be amended by Exhibit "C", for access, ingress, egress and for construction purposes including without limitation staging and storing of equipment, vehicles, cranes and materials seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iii) a utility easement (the "Utility Easement") in the location shown in **Exhibit** "B", as may be amended by **Exhibit** "C", for the installation, repair, replacement and maintenance of utility wires, poles, fiber, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit "B", as may be amended by Exhibit "C", at the sole option of Lessee Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility; and, (iv) an easement for a right to install, maintain and replace guy wires, and an easement over Lessor's Property extending from each guy wire anchor point to the guy wire attachment point on the tower, as shown in **Exhibit "B"**, as may be amended by **Exhibit "C"** (collectively, the "<u>Easements</u>"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements.
- **9.** <u>Lease Term</u>. Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for a period of Five (5) years ("<u>Initial Term</u>"). This Agreement shall automatically be extended for Nineteen (19) additional terms (each a "<u>Renewal Term</u>") of five (5) years each, together the ("<u>Lease Term</u>"), unless this Agreement is terminated pursuant to the provisions set forth herein.
- 10. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with ninety (90) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.
- **11.** <u>Rent</u>. Beginning on the Commencement Date, Lessee shall pay Lessor Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year, to be paid in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000.00) ("<u>Rent</u>"). The first (1st) payment of Rent shall be due and payable on the first (1st) day of the first (1st) full month following the Commencement Date. Commencing on the first day of the first (1st) Renewal Term and every Renewal Term thereafter, the Rent shall increase by fifteen percent (15%) above the Rent being paid during the most recent Renewal Term.

12. <u>Use of Property</u>. The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining, and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, radios, cables, fiber, data storage systems and related communications equipment ("<u>Improvements</u>") and, (ii) any uses incidental thereto, including without limitation, use of back-up power systems, and installation of equipment to accommodate new technologies or future innovations for receiving, storing and transmitting signals for Lessee's use and the use of its sublessees, licensees customers, or invitees (collectively the "<u>Permitted Use</u>"). Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's Improvements shall not constitute a fixture.

13. Hazardous Materials.

- (A) <u>Lessee's Obligation and Indemnity</u>. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.
- (B) <u>Lessor's Obligation and Indemnity</u>. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.
- (C) For purposes of this Agreement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.
- **14.** <u>Insurance</u>. At all times during the performance of its Due Diligence and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and shall name the Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.
- **15.** <u>Removal of Obstructions</u>. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.
- **16.** Right of First Refusal. If, during the Option Period, any Option Renewal Period, or the Lease Term, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the

Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

- 17. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, and provides Lessee with documentation supporting any such payment(s), within one (1) year after the date such taxes became due.
- 18. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

19. Default.

- (A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.
- (B) <u>Consequences of Lessee's Default</u>. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon ninety (90) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to three months' Rent.
- (C) <u>Consequences of Lessor's Default</u>. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate this Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; and to perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.
- **20.** <u>Limitation on Damages</u>. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.
- **21.** <u>Hold Harmless</u>. To the greatest extent allowed by law, each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.
- 22. <u>Lessor's Covenant of Title</u>. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

- **23.** <u>Interference with Lessee's Business</u>. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.
- **24.** Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to pursue all available remedies at law or equity.
- **25.** Applicable Law and Venue. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.
- **26.** <u>Notices</u>. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

CITY OF KILLEEN, TEXAS Attn: City Attorney PO BOX 1329 KILLEEN, TX 76540

Lessee:

Crown Castle Towers 06-2 LLC Attn: Legal - Real Estate 2000 Corporate Drive Canonsburg, PA 15317-8564

- 27. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable time after such notice with respect to any non-monetary default.
- **28.** <u>Mortgages</u>. In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form.
- **29.** <u>Sale of Property</u>. If during the Option Period, any Option Renewal Period, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.
- **30.** <u>Surrender of Property</u>. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.
- **31. Quiet Enjoyment**. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.
- **32.** <u>Lessor's Waiver</u>. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.
- 33. Required Bonds. In performing any construction or alterations to the Leased Premises, Lessee must:
 - (a) include in any contract, with a contractor performing the work, a provision that requires the contractor to execute:
 - i. a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code; and

- ii. a performance bond in an amount equal to the contract.
- (b) provide Lessor at least ninety days' advance notice, that complies with Texas Government Code Section 2252.909(c), before the construction begins.

34. Miscellaneous.

<u>Recording</u>. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

<u>Captions</u>. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

<u>Construction of Document</u>. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

<u>Partial Invalidity</u>. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

<u>Counterparts</u>. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

<u>Electronic Signatures</u>. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or email electronic signatures.

<u>IRS Form W-9</u>. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Execution Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

By:		
Print Name:		

CITY OF KILLEEN, a Texas municipality

Print Title (if any): ______

Lessor affirms that this Agreement was approved at a duly noticed public meeting held on

[Lessee Execution Page Follows]

LESSEE: CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company

By:
Print Name:
Print Title (if any):
Date:

EXHIBIT "A"

[Legal Description of Lessor's Property]

All that certain tract or parcel of land lying and being situated in the County of Bell, State of Texas, more particularly described in;

Being a 55.096 acre tract of land out of the D. B. Harris Survey, Abstract No. 453, the A.A. Sutton Survey, Abstract No. 1213 and the Wm. J.C. Hill Survey, Abstract No. 383, Bell County, Texas, being the remainder of that tract of land conveyed to Killeen Hymesa, Ltd. as recorded in Vol. 4151, Pg. 290, Deed Records of Bell County, Texas; said 55.096 acre tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod set (all set rods having a Killeen E and S cap) at the intersection of the South margin of Stagecoach Road and the East margin of Rosewood Drive, said rod being the Northwest corner of the remainder of said Killeen Hymesa tract for the Northwest corner of the herein described tract;

THENCE, N 70° 09' 58" E, 206.63 feet with the South margin of Rosewood Drive, the North line of the remainder of said Killeen Hymesa tract, and the North line of the herein described tract to a 3/8" iron rod set, said rod being the Northwest corner of a tract of land conveyed to the City of Killeen as recorded in Vol. 4042, Pg. 330 and Vol. 4164, Pg. 661, being the Northeast corner of the remainder of said Killeen Hymesa tract for the Northeast corner of the herein described tract;

THENCE, S 19° 50' 24" E, 190.00 feet with the West line of said City of Killeen tract, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of said City of Killeen tract, and a corner in the East line of the remainder of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, N 70° 09' 36" E, 90.00 feet with the South line of said City of Killeen tract, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract to a 3/8" iron rod found, said rod being the Southeast corner of said City of Killeen Tract, being in the West line of White Rock Estates Phase Six Section One as recorded in Cabinet D, Slide 224-A&B, said county plat records, and being a corner in the East line of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, with the West line of said White Rock Estates Phase Six Section One, the West and South lines of White Rock Estates Phase Six Section Three as recorded in Cabinet D, Slide 224-C, said plat records, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract the following calls:

- 1. S 51° 6' 42" E, 203.78 feet to a 3/8" iron rod found;
- 2. S 45° 12' 03" E, 266.50 feet to a 3/8" iron rod found;
- 3. S 38° 24' 27" E, 363.94 feet to a 3/8" iron rod found;
- 4. **S 41° 20' 32" E, 288.42 feet** to a 3/8" iron rod found;
- 5. S 58° 28' 22" E, 108.52 feet to a 3/8" iron rod found;
- 6. S 83° 04' 41" E, 122.63 feet to a 3/8" iron rod found;
- 7. N 82° 25' 13" E, 158.62 feet to a 3/8" iron rod found;
- 8. S 83° 29' 58" E, 78.80 feet to a 3/8" iron rod found;
- 9. S 52° 38' 46" E, 116.53 feet to a 3/8" iron rod found;
- 10. **S 31° 20' 47" E, 133.62 feet** to a 3/8" iron rod found; 11. **S 73° 02' 36" E, 605.79 feet** to a 3/8" iron rod found;
- 12. **S 43° 04' 16" E, 279.73 feet** to a 3/8" iron rod found;
- 13. S 35° 34' 53" E, 279.94 feet to a 3/8" iron rod found;
- 14. N 69° 53' 29" E, 325.26 feet to 3/8" iron rod found;
- 15. **N 07° 39' 57" E, 61.66 feet** to a 3/8" iron rod found in the West line of a tract of land conveyed to the City of Harker Heights as recorded in Instrument No. 2007-39948, said deed records, being the Southeast corner of said White Rock Estates Phase Six Section Three, and in the East line of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, S 21° 01' 51" E, 2598.13 feet with the West line of said City of Harker Heights tract, the West line of Skipcha Mountain Estates Phase Twenty-two as recorded in Cabinet D, Slide 152-A, said county plat records, crossing said Killeen Hymesa tract and with the East line of the herein described tract to a 3 /8" iron rod set in the East margin of Rosewood Drive for the South corner of the herein described tract;

THENCE, with the East margin of Rosewood Drive, the West line of the remainder of said Killeen Hymesa tract, and the West line of the herein described tract the following calls:

- 1. on a curve to the left having a length of 498.90 feet, a radius of 1045.00 feet, and a chord bearing and distance of **N 34° 42° 28" W, 494.17 feet** to a 3 /8" iron rod set;
- 2. N 48° 23' 05" W, 1140.06 feet to a 3 /8" iron rod set;
- 3. on a curve to the right having a length of 397.24 feet, a radius of 655.00 feet, and a chord bearing and distance of **N 31° 00' 38" W, 391.18 feet** to a 3 /8" iron rod set;
- 4. N 13° 38' 10" W, 327.87 feet to a 3 /8" iron rod set;
- 5. on a curve to the left having a length of 1036.83 feet, a radius of 845.00 feet, and a chord bearing and distance of **N 48° 47° 15" W, 973.00 feet** to a 3 /8" iron rod set;
- 6. N 83° 56' 20" W, 425.00 feet to a 3 /8" iron rod set;
- 7. on a curve to the right having a length of 421.07 feet, a radius of 655.00 feet, and a chord bearing and distance of **N 65° 31' 20" W, 413.86 feet** to a 3 /8" iron rod set;
- 8. N 47° 06' 21" W, 390.63 feet to 3 /8" iron rod set;
- 9. on a curve to the right having a length of 300.87 feet, a radius of 1455.00, and a chord bearing and distance of **N 41° 10' 55" W, 300.34 feet** to 3 /8" iron rod set;
- 10. N 35° 15' 28" W, 404.02 feet to a 3/8" iron rod set;
- 11. on a curve to the right having a length of 386.21 feet, a radius of 1455.00 feet, and a chord bearing and distance of **N 27° 39°** 13" **W, 385.08 feet** to a 3 /8" iron rod set;
- 12. N 20° 02' 58" W, 173.57 feet to the POINT OF BEGINNING, containing 55.096 acres of land, more or less.



EXHIBIT "C"

Survey (to be added)

Site Number: «BUN» Site Name: «Site_Name» Candidate Name: «Candidate»

Prepared out of state by:

Weiss Brown, PLLC 6263 N. Scottsdale Rd., Suite 340 Scottsdale, AZ 85250

RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:

Crown Castle c/o Post Closing – Recording 8020 Katy Freeway Houston, TX 77024

Tax Parcel No.: 400599 Geographic ID: 0524600106

Cross References: None

Official Public Records of Bell County, Texas

Space above this line for Recorder's Use

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

This Memorandum of Option and Ground Lease Agreement is dated as of the date of Lessor's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between CITY OF KILLEEN (hereinafter referred to as "Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated as of _______, 2025 (the "Agreement"). Lessor and Lessee desire to execute this Memorandum for the purpose of placing third parties on record notice of a right and option created and granted to Lessee with respect to the property described herein.

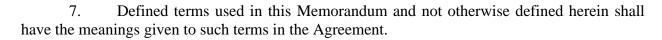
AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Pursuant to the Agreement, Lessee has the right and option ("Option"), exercisable at any time during the twenty-four (24) month period following the date of the Agreement ("Option Period"), to exercise such option in the manner set forth in the Agreement, which provides Lessee with an exclusive and irrevocable right to lease a portion of Lessor's property ("Lessor's Property"), described on Exhibit "A" attached hereto and made a part hereof for all purposes, consisting of approximately 3,600 square feet ("Leased Premises"), together with the following

easements appurtenant to the Leased Premises: a thirty (30) feet wide access and utility easement extending from the Leased Premises to the nearest public right of way or public utility easement, as more particularly described in the Agreement.

- 2. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for one (1) additional one (1) year period, unless the Option is exercised or terminated by Lessee in accordance with the terms of the Agreement.
- 3. If the Option is exercised, the initial term of the Lease shall extend for a period of five (5) years. The initial term will automatically extend for nineteen (19) additional terms of five (5) years each, unless Lessee elects not to extend the term in accordance with the terms of the Agreement.
- 4. By the Agreement, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property on the following terms:
 - If, during the Option Period, any Option Renewal Period, or the Lease Term, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.
- 5. The Agreement also grants Lessee has the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility.
- 6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



8. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR: CITY OF KILLEEN

	CITY OF KILLEEN
	By: Print Name:
	Title:
STATE OF)
STATE OF))
and for said State and County, personally	2025, before me, the subscriber, a Notary Public in appeared, the CITY OF KILLEEN, known or identified to me to be the
person whose name is subscribed to the Agreement, and in due form of law acl	e foregoing Memorandum of Option and Ground Lease knowledged that he/she is authorized on behalf of said ning hereto and acknowledged to me that he/she executed
IN TESTIMONY WHEREOF, State and County on the day and year las	I have hereunto set my hand and affixed my seal in said t above written.
Notary Seal	
	(Signature of Notary)
	(Printed Name of Notary)
	My Commission Expires:

CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company By: _____ Print Name: Title: STATE OF _____)ss. COUNTY OF On this _____ day of ______ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared ____ of CROWN CASTLE TOWERS 06-2 LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Option and Ground Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written. Notary Seal (Signature of Notary)

LESSEE:

(Printed Name of Notary)

My Commission Expires: _____

EXHIBIT A (Legal Description of Lessor's Property)

All that certain tract or parcel of land lying and being situated in the County of Bell, State of Texas, more particularly described in;

Being a 55.096 acre tract of land out of the D. B. Harris Survey, Abstract No. 453, the A.A. Sutton Survey, Abstract No. 1213 and the Wm. J.C. Hill Survey, Abstract No. 383, Bell County, Texas, being the remainder of that tract of land conveyed to Killeen Hymesa, Ltd. as recorded in Vol. 4151, Pg. 290, Deed Records of Bell County, Texas; said 55.096 acre tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod set (all set rods having a Killeen E and S cap) at the intersection of the South margin of Stagecoach Road and the East margin of Rosewood Drive, said rod being the Northwest corner of the remainder of said Killeen Hymesa tract for the Northwest corner of the herein described tract;

THENCE, N 70° 09' 58" E, 206.63 feet with the South margin of Rosewood Drive, the North line of the remainder of said Killeen Hymesa tract, and the North line of the herein described tract to a 3/8" iron rod set, said rod being the Northwest corner of a tract of land conveyed to the City of Killeen as recorded in Vol. 4042, Pg. 330 and Vol. 4164, Pg. 661, being the Northeast corner of the remainder of said Killeen Hymesa tract for the Northeast corner of the herein described tract;

THENCE, S 19° 50' 24" E, 190.00 feet with the West line of said City of Killeen tract, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of said City of Killeen tract, and a corner in the East line of the remainder of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, N 70° 09' 36" E, 90.00 feet with the South line of said City of Killeen tract, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract to a 3/8" iron rod found, said rod being the Southeast corner of said City of Killeen Tract, being in the West line of White Rock Estates Phase Six Section One as recorded in Cabinet D, Slide 224-A&B, said county plat records, and being a corner in the East line of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, with the West line of said White Rock Estates Phase Six Section One, the West and South lines of White Rock Estates Phase Six Section Three as recorded in Cabinet D, Slide 224-C, said plat records, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract the following calls:

- 1. S 51° 6' 42" E, 203.78 feet to a 3/8" iron rod found;
- 2. S 45° 12' 03" E, 266.50 feet to a 3/8" iron rod found;
- 3. S 38° 24' 27" E, 363.94 feet to a 3/8" iron rod found;
- 4. S 41° 20' 32" E, 288.42 feet to a 3/8" iron rod found;

- 5. S 58° 28' 22" E, 108.52 feet to a 3/8" iron rod found;
- 6. S 83° 04' 41" E, 122.63 feet to a 3/8" iron rod found;
- 7. N 82° 25' 13" E, 158.62 feet to a 3/8" iron rod found;
- 8. **S 83° 29' 58"** E, **78.80 feet** to a 3/8" iron rod found;
- 9. **S 52° 38' 46" E, 116.53 feet** to a 3/8" iron rod found;
- 10. S 31° 20' 47" E, 133.62 feet to a 3/8" iron rod found;
- 11. S 73° 02' 36" E, 605.79 feet to a 3/8" iron rod found;
- 12. **S** 43° 04' 16" E, 279.73 feet to a 3/8" iron rod found;
- 13. **S 35° 34' 53" E, 279.94 feet** to a 3/8" iron rod found;
- 14. N 69° 53' 29" E, 325.26 feet to 3/8" iron rod found;
- 15. N 07° 39' 57" E, 61.66 feet to a 3/8" iron rod found in the West line of a tract of land conveyed to the City of Harker Heights as recorded in Instrument No. 2007-39948, said deed records, being the Southeast corner of said White Rock Estates Phase Six Section Three, and in the East line of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, S 21° 01' 51" E, 2598.13 feet with the West line of said City of Harker Heights tract, the West line of Skipcha Mountain Estates Phase Twenty-two as recorded in Cabinet D, Slide 152-A, said county plat records, crossing said Killeen Hymesa tract and with the East line of the herein described tract to a 3 /8" iron rod set in the East margin of Rosewood Drive for the South corner of the herein described tract:

THENCE, with the East margin of Rosewood Drive, the West line of the remainder of said Killeen Hymesa tract, and the West line of the herein described tract the following calls:

- 1. on a curve to the left having a length of 498.90 feet, a radius of 1045.00 feet, and a chord bearing and distance of **N 34° 42' 28" W, 494.17 feet** to a 3 /8" iron rod set;
- 2. N 48° 23' 05" W, 1140.06 feet to a 3 /8" iron rod set;
- 3. on a curve to the right having a length of 397.24 feet, a radius of 655.00 feet, and a chord bearing and distance of **N 31° 00' 38" W, 391.18 feet** to a 3 /8" iron rod set;
- 4. N 13° 38' 10" W, 327.87 feet to a 3 /8" iron rod set;
- 5. on a curve to the left having a length of 1036.83 feet, a radius of 845.00 feet, and a chord bearing and distance of **N** 48° 47' 15" **W**, 973.00 feet to a 3 /8" iron rod set;
- 6. N 83° 56' 20" W, 425.00 feet to a 3 /8" iron rod set;
- 7. on a curve to the right having a length of 421.07 feet, a radius of 655.00 feet, and a chord bearing and distance of **N** 65° 31′ 20″ **W**, 413.86 feet to a 3 /8″ iron rod set;
- 8. N 47° 06' 21" W, 390.63 feet to 3 /8" iron rod set;
- 9. on a curve to the right having a length of 300.87 feet, a radius of 1455.00, and a chord bearing and distance of **N 41° 10′ 55″ W, 300.34 feet** to 3 /8″ iron rod set;
- 10. N 35° 15' 28" W, 404.02 feet to a 3/8" iron rod set;
- 11. on a curve to the right having a length of 386.21 feet, a radius of 1455.00 feet, and a chord bearing and distance of N 27° 39' 13" W, 385.08 feet to a 3 /8" iron rod set;
- 12. N 20° 02' 58" W, 173.57 feet to the POINT OF BEGINNING, containing 55.096 acres of land, more or less.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1011
	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	5.	CI	OFFICE US ERTIFICATION	
1	Name of business entity filing form, and the city, state and of business.	country of the business entity's pla		rtificate Number: 25-1340121	
	CROWN CASTLE TOWERS 06-2 LLC		20,	25-15-0121	
	Killeen, TX United States		Dat	te Filed:	
	Name of governmental entity or state agency that is a party	to the contract for which the form i	s 07/	/22/2025	
	being filed.				
	City of Killeen, a Texas municipality		Dat	te Acknowledged	:
3	Provide the identification number used by the governmenta description of the services, goods, or other property to be p	al entity or state agency to track or i provided under the contract.	dentify the	contract, and pro	ovide a
	BU TX18 / Meunier/ OPT-641 /A_ Construction and maintaining of Wireless Communicatio	n Tower			
		1		Nature o	of interest
4	Name of Interested Party	City, State, Country (place o	business)		pplicable)
	··· •			Controlling	Intermediary
Th	omson, Robert	Houston, TX United States	5		Х
Sa	ngster, John	Cedar Park, TX United Sta	ates		Х
			W (4)		
				·	
-					
				_	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Sophie Truong	, and my	date of birth	is <u>02/25/1987</u>	
	My address is 8020 Katy Freeway	, Houston	, <u>TX</u>	<u>,</u> 77024	_, <u>USA</u>
		(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and	correct.			
	Executed in Harris	County, State of Texas,	on the <u>22</u>	_day of _ <mark>July</mark> (month	, 20 <u>25</u> .) (year)
		C c		(monut)
	(Sophie / Rui	na		
		Signature of authorized agen (Declarar		ting business entity	/



ACORN CREEK CELL TOWER

- In November 2024, Crown Castle Towers, LLC contacted city staff to discuss availability of land for the construction of a cell tower on the southeastern side of the city.
- The city owned property south of Stagecoach Road and East Acorn Creek, would be a prime location for a cell tower.
 - Tax Parcel Number 400599

Terms

- Option Period
 - Period of twenty-four (24) months, with \$3,000 to be paid within 60 days of execution of agreement.
 - Grants lessee rights and access to facilitate the "Due Diligence" and construction of the tower.
- Lease Term
 - □ Initial lease will be for five (5) years at \$2,000 per month.
 - Up to nineteen (19) additional terms of five (5) years each, with a 15% increase at the beginning of each term.

Site Sketch of Lease Area



Recommendation

Authorize the City Manager, or his designee, to approve the lease agreement and utility/access easement with Crown Castle Towers, LLC, for a cell tower and the utilization of a 25foot-wide access/utility easement from Stagecoach Road, and authorize the City Manager, or his designee, to execute any and all additional documentation necessary to effectuate the lease agreement.



City of Killeen

Staff Report

File Number: RS-25-126

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

DATE: August 5, 2025

TO: Kent Cagle, City Manager

FROM: Tiffanie McNair, Executive Director of Community Development

SUBJECT: Agreement with Quick Roofing for roof repair/replacement at Killeen

Police Department Headquarters

BACKGROUND AND FINDINGS:

Two major sections of the roof at Killeen Police Department (KPD) Headquarters are in need of repair/replacement. The third-floor roof and the west roof over the evidence room, are in complete disrepair. The third-floor roof requires repair, while the west roof will be a replacement.

Building Services has performed temporary patching for several years; these measures are no longer effective. The roof's current condition now jeopardizes the integrity of the facility and the preservation of vital police records and evidence. Since January 2024, eighteen (18) documented roof repair requests have been made to Building Services. In June 2024, an attempt was made to file an insurance claim, but it was denied by TML. On May 13, 2025, a formal assessment was completed, and it was determined the entire roof system must be rebuilt. The Police Department has expended funds in the amount of approximately \$9,000.00 patching the roof.

Without the repair the department risks contaminated/destroyed evidence; compromised investigations; and legal and reputational liability.

Staff secured a quote from Quick Roofing, utilizing TIPS Contract #25010401, in the amount of \$265,255.19 for the repair and replacement of the damaged roof at KPD Headquarters. Council approval is requested to authorize the City Manager to enter into an agreement for the work.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Staff recommends City Council authorize the City Manager, or their designee, to execute an agreement with Quick Roofing for roof repairs at the Police Headquarters in the amount of \$265,255.19 and authorize the City Manager or designee to execute any and all change orders as permitted by state and local law.

CONFORMITY TO CITY POLICY:

Yes, entering into an agreement with Quick Roofing conforms to city policy based on their TIPS Contract #25010401. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code (TLGC) §271.102, subchapter F; local government that purchases goods or services under subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The amount is \$265,255.19 in FY2025. No anticipated expenses in future years for this project.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes. Funds are available in 300-53110-900-210-925027.

If not, where will the money come from?

N/A

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

Yes.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager, or their designee, to execute an agreement with Quick Roofing for roof repairs at the Police Headquarters in the amount of \$265,255.19 and authorize the City Manager or designee to execute any and all change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

PD Headquarters Estimate
PD Evidence Building Estimate
Vendor Information
Contract Verification
Conflict of Interest Questionnaire
Certificate of Interested Parties
Presentation



Bill To

City of Killeen

8707 CR 6820 Unit A Lubbock, TX 79407 Phone: 806-503-6350

ESTIMATE

Ext. Price

Date 07/23/2025

Estimate # 893320

07-23-2025

Job Address

Date

Killeen PD HQ

3304 Community Blvd

x Teve Milon

101 N College St Killeen, TX 76542 Killeen, TX 76541 Phone: Phone: Email: tswanson@killeentexas.gov Oty **Price** Description

D COOLING COLOR			
Quick Roofing Proposal			
Cut existing TPO membrane per manufacturer requirements in prep of	overlay		
Mechanically attached HD board			
Mechanically attach 60 mil TPO per manufacturer spec			
Flash and seal all penetrations			
Install coping cap			
Clean work area and haul off job site waste material and debris			
Sky track rental			
20 yr NDL warranty			
Total	1	\$130,801.27	\$130,801.27
Proposal per TIPS #25010401			
Fully adhere TPO to walls			
· · · · · · · · · · · · · · · · · · ·			
		and the state of t	
City of Killeen Authorized Representative	Salesperson: S Phone: 806-577-	-8423	
Print Name	Email: steven.me	ccord@quickroofir	ig.com

Date ____



Description

8707 CR 6820 Unit A Lubbock, TX 79407 Phone: 806-503-6350

ESTIMATE

Estimate # 893320

Date

07-23-2025

Oty

Price

Ext. Price

Total

\$130,801.27

Updated pricing is valid thru October 30th, 2025. Estimate does not include any engineered stamped plans. If engineering is requested from Quick Roofing, there will be an additional charge to customer for the expense of an engineers work plus 10% overhead.

City	of	Killeen	Authorized	Representative

Print Name _____

Salesperson: Steven McCord

Phone: 806-577-8423

Email: steven.mccord@quickroofing.com

(Date
·	

x Halfalord Date

ate 07/23/2025



8707 CR 6820 Unit A Lubbock, TX 79407 Phone: 806-503-6350

ESTIMATE

Estimate # 893321

Date 07-23-2025

Bil		

City of Killeen - City Hall

101 N. College St. Killeen, TX 76541

Phone:

Email: tswanson@killeentx.gov

	J	0	b	A	d	d	ress
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Police Evidence Building 3304 Community Blvd Killeen, TX

Phone:

Description	Oty	<u>Price</u>	Ext. Price
Quick Roofing Proposal			
Proposal per TIPS #25010401			
Removed existing TPO membrane and water damaged ISO down to decking			
Mechanically attach 7.5" of ISO and HD board on top of decking			
Mechanically attach 60 mil TPO to HD board			
Fully adhere TPO to walls			
Flash and seal all penetrations			
Install coping cap			
Clean work area and haul off job site waste			
Sky track rental			
20 yr NDL warranty			
Total	1	\$134,453.92	\$134,453.92
그 그리 하는 아무리 아무리 아무리 중에서 되면 하면 하면 하는			

City of Killeen - City Hall	Authorized	Representative
Print Name		

Salesperson: Steven McCord

Phone: 806-577-8423

Email: steven.mccord@quickroofing.com

Date X Date 07/23/2025
Date X Date 07/



8707 CR 6820 Unit A Lubbock, TX 79407 Phone: 806-503-6350

ESTIMATE

Estimate # 893321

Date

07-23-2025

Description

Oty

Price

Ext. Price

Total

\$134,453.92

Updated pricing is valid thru October 30th, 2025. Estimate does not include any engineered stamped plans. If engineering is requested from Quick Roofing, there will be an additional charge to customer for the expense of an engineers work plus 10% overhead.

City of Killeen - City Hall Authorized Representative	Salesperson: Steven McCord
	Phone: 806-577-8423
Print Name	Email: steven.mccord@quickroofing.com

×	Date
-	

x TEE Melos 1

Date 07/23/2025

The Interlocal Purchasing System

Purchasing Made Personal



Printed 28 July 2025

www.quickroofing.com

Quick Roofing LLC

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

ADDRESS 925 E, Kennedale Parkway NAME David Mabe
CITY Kennedale Parkway PHONE (866) 839-8477
STATE TX FAX (866) 839-8472
ZIP 76060 EMAIL david.mabe@tips-usa.com

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

SERVING STATES

TX | OK | MN | FL | AL | LA | IA | NE | NM | NV | AR | TN | GA | IA | CO

Overview

Quick Roofing is a full-service roofing company that specializes in commercial roof replacement, restoration, repair and maintenance,

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
25010401	Trades, Labor, and Materials (NON-JOC)	04/30/2030	See EDGAR Certification Doc.
25010402	Trades, Labor, and Materials (JOC)	04/30/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

25010401						
Steven McCord	Manager	(806) 577-8423	Steven.McCord@quickroofing.com			
Daniel Halpain	Manager	(806) 500-9129	daniel.halpain@quickroofing.com			
25010402						
Steven McCord	Manager	(806) 577-8423	Steven.McCord@quickroofing.com			
Daniel Halpain	Manager	(806) 500-9129	daniel.halpain@quickroofing.com			
•	3	(1 -1 5			



Contract Verification

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

- Texas Government Code, Chapter 2271 the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- Texas Government Code, Chapter 2274 the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.
- Texas Government Code, Chapter 2276 the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

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

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

Signature

SIEVEN //

Printed Name

Company Name

Title

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Guick Roofing LLC	an incest het you file an undated
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.	oc out, union the
Name of local government officer about whom the information is being disclosed.	
Not Applicable Name of Officer	
Describe each employment or other business relationship with the local government of officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attain CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	ch additional pages to this Form likely to receive taxable income,
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	maintains with a corporation or officer or director, or holds an
Not Applicable	
Check this box if the vendor has given the local government officer or a family memb as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b) (c) (d) (d) (d) (d) (e) (e) (e) (e) (e) (e) (e) (e) (e) (e	er of the officer one or more gifts 6.003(a-1).
Signature of vendor doing business with the governmental entity	23/25 Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

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		
 Name of business entity filing form, and the city, state and cou of business. Quick Roofing LLC 	Certificate Number: 2025-1340610			
Kennedale, TX United States		Date Filed:		
2 Name of governmental entity or state agency that is a party to	the contract for which the form is	07/23/2025		
being filed. City of Killeen		Date Acknowledged:		
Provide the identification number used by the governmental eduscription of the services, goods, or other property to be proved 25010402 Reroof	ntity or state agency to track or identify vided under the contract.			
4 Name of Interested Party	City, State, Country (place of busin	Nature of interest (check applicable) Controlling Intermediary		
Quick Rooting, LLC.	Kennedale, TX USA			
	8			
5 Check only if there is NO Interested Party.				
My name is Donald Halpoin	and my date of	f birth is 11/0 1/19 \$3		
My address is 6410 Cotton Country	Ropesville 7	state) (zip code) (country)		
I declare under penalty of perjury that the foregoing is true and con				
Executed in LubbockCou	unty, State of Texas, on the	(month), 2025 (year)		
	1)_1			
	Signature of authorized agent of co (Declarant)	ntracting business entity		



POLICE HEADQUARTERS ROOF REPAIR/REPLACEMENT

August 5, 2025

Background

- This request is to seek approval to repair two major sections of the roof located at the Police Headquarters located at 3304 Community Blvd.
- The third-floor roof and the west roof over the evidence room, are in complete disrepair.
- Building Services has performed temporary patching for several years; these measures are no longer effective.
- The roof's current condition now jeopardizes the integrity of the facility and the preservation of vital police records and evidence.

- 3
- □ Since January 2024, eighteen (18) documented roof repair requests have been made to Building Services.
- In June 2024, an attempt was made to file an insurance claim, but it was denied by TML.
- On May 13, 2025, a formal assessment was completed, and it was determined the roof system over the Evidence Room must be replaced.
- □ The Police Department has expended funds in the amount of approximately \$9,000.00 patching the roof.

- 4
- Initial plans were to delay the repair until FY 2027 to happen concurrently with the evidence room expansion.
- Recent severe rainstorms has worsened roof condition.
- □ Immediate concern/risks:
 - Water intrusion into the evidence room and third floor.
 - Risk of:
 - Contaminated/destroyed evidence;
 - Compromised investigations;
 - Legal and reputational liability; and
 - Air quality issues.

Damage to Roof





Damage to Roof





Roof Repair/Replacement Cost

□ Quick Roofing (TIPS Contract #25010401)

Estimate Number	Site	Amount
#893320	3 rd Floor (Repair)	\$130,801.27
#893321	Evidence Room (Replacement)	\$134,453.92
	TOTAL	\$265,255.19

Recommendation

Staff recommends City Council authorize the City Manager, or their designee, to execute an agreement with Quick Roofing for roof repairs at the Police Headquarters in the amount of \$265,255.19 and authorize the City Manager or designee to execute any and all change orders as permitted by state and local law.



City of Killeen

Staff Report

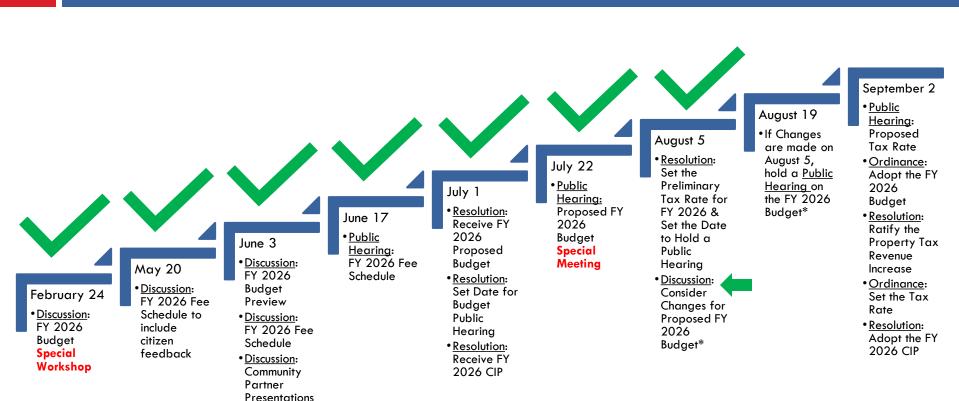
File Number: DS-25-042

Discuss and consider changes to Proposed Fiscal Year 2026 Operating and CIP Budget.



FY 2026 PROPOSED BUDGET DISCUSSION-REQUEST FOR MOTION

Budget Calendar



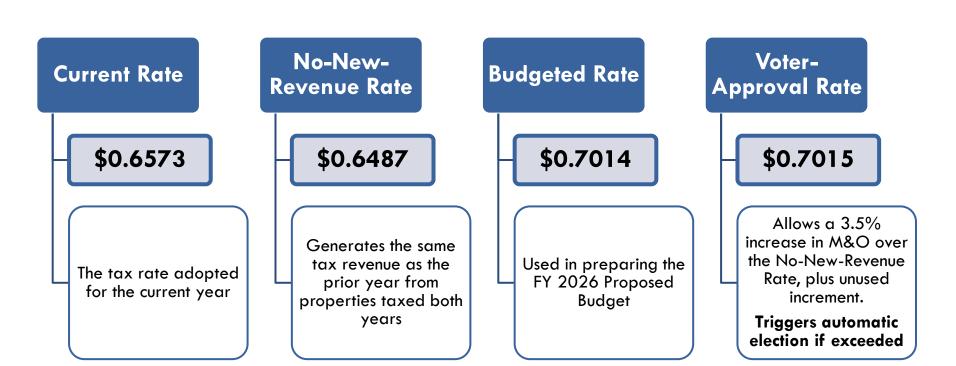
Motion of Direction 7/1/2025

Amount	Motion of Direction	Status
215 000	KEDC	Upon completion of FY 2025 audit in April
215,000 KEDC		2026, consider use of excess fund balance
50,000	IBCC-Grocery Store Services (1 year contract)	In progress-not included in FY 2026 budget
41,500	Children's Advocacy	Included in FY 2026 Proposed Budget
30,000	Police: Mental Health	Included in FY 2026 Proposed Budget

Motion of Direction 7/22/2025

Amount	Motion of Direction	Status
(80,250)	Reduce the Travel & Training budget to \$6,000 per Council Member and \$9,000 for the Mayor.	Reduction made to FY 2026 Proposed Budget
	Options at a tax rate near .72 cents, prioritizing Compensation and Public Safety:	
852,577	PD 4 Officers & 1 Sergeant (Vehicle/Equipment*)	Public Safety
628,106	1% COLA/Comp Plan Implementation	Compensation
663,000	Traffic Signal Inventory & 5 Year Maintenance Plan	Public Safety
600,000	FD Training Tower*	Public Safety
289,306	FD Deputy Chief (Vehicle/Equipment*)	Public Safety
281,584	Assistant City Manager	
200,000	PD Impound Lot*	Public Safety
113,253	IT Security Manager	
63,724	Municipal Court Bailiff	Public Safety
41,500	Children's Advocacy Center	Public Safety
39,202	PD Body Armor	Public Safety
37,087	PD Field Training Officer Incentive Pay Increase	Public Safety
12,772	FD Reclass Captain to Battalion Chief	Public Safety
7,428	FD Arson Investigator Assignment Pay Increase	Public Safety
3,749,289		

Tax Year 2025 / Fiscal Year 2026



Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 130,848,166	\$ 130,848,166
Add: Property Tax	2,499,289	-
Add: 1% COLA/Comp Plan Implementation	-	628,106
Add: Traffic Signal Inventory & 5 Year Maintenance Plan	-	663,000
Add: PD 4 Officers & 1 Sergeant	-	522,577
Add: Assistant City Manager	-	281,584
Add: FD Deputy Chief	-	169,306
Add: Transfer to IT Fund for New FTE: IT Security Manager	-	113,253
Add: Municipal Court Bailiff	-	63,724
Add: Children's Advocacy Center	-	41,500
Add: PD Body Armor	-	39,202
Add: PD Field Training Officer Incentive Pay Increase	-	37,087
Add: FD Reclass Captain to Battalion Chief	-	12,772
Add: FD Arson Investigator Assignment Pay Increase	-	7,428
Reduce: City Council Travel & Training	-	(80,250)
New Total	\$ 133,347,455	\$ 133,347,455

One Time Cost		Expense
FD Training Tower	\$	600,000
PD Impound Lot		200,000
Vehicle/Equipment for PD 4 Officers & 1 Sergeant		330,000
Vehicle/Equipment for FD Deputy Chief		120,000
New Total	\$	1,250,000

Debt Service Fund		
Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 20,207,374	\$ 21,087,558
Add: Property Tax	189,367	-
New Total	\$ 20,396,741	\$ 21,087,558

Hotel Occupancy lax runa						
Descr	iption		ŀ	Revenues	E	Expenses
FY 2026 Proposed Budget		\$;	3,110,515	\$	3,110,515
Add: Interest Income				8,906		-
Add: 1% COLA/Comp Plan Im	plementation					8,906
New Total				3,119,421	\$	3,119,421

Aviation Enterprise Fund			
Description		Revenues	Expenses
FY 2026 Proposed Budget	\$	7,011,248	\$ 6,403,363
Add: 1% COLA/Comp Plan Implementat	on	-	58,241

6,461,604

7,011,248 \$

Solid Waste Enterprise Fund

New Total

The second secon		
Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 28,393,641	\$ 28,393,641
Add: Interest Income	58,020	-
Add: 1% COLA/Comp Plan Implementation	-	58,020
New Total	\$ 28,451,661	\$ 28,451,661

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Water & Sewer Enterprise Fund		
Description	Revenues	Expenses
FY 2026 Proposed Budget	\$ 52,309,845	\$ 52,309,845
Add: Interest Income	96,892	-
Add: 1% COLA/Comp Plan Implementation	-	96,892
New Total	\$ 52,406,737	\$ 52,406,737

Drainage Utility Enterprise Fund			
Description	F	Revenues	Expenses
FY 2026 Proposed Budget	\$	5,532,601	\$ 5,532,601
Add: Interest Income		49,629	-
Add: 1% COLA/Comp Plan Implementation		-	49,629
New Total	\$	5,582,230	\$ 5,582,230

Fleet Internal Service Fund				
Description		Revenues		Expenses
FY 2026 Proposed Budget	\$	2,040,503	\$	2,040,503
Add: 1% COLA/Comp Plan Implementation		-		15,779
New Total	\$	2,040,503	\$	2,056,282
Risk Management Internal Service Fund				
Description		Revenues		Expenses
FY 2026 Proposed Budget	\$	2,399,975	\$	2,399,975
Add: 1% COLA/Comp Plan Implementation		_		2,223
New Total	\$	2,399,975	\$	2,402,198
Information Technology Internal Service Fund				
Description	F	Revenues	E	xpenses
FY 2026 Proposed Budget	\$	8,255,575	\$	9,220,033
Add: Transfer from General Fund		113,253		-
Add: Information Technology Security Manager		-		113,253
Add: 1% COLA/Comp Plan Implementation		-		17,645
New Total	\$	8,368,828	\$	9,350,931

FY 2026 Proposed Budget with Changes

Fund	_	Projected Beginning		FY 2026	FY 2026	Change in	Projected Ending	Fund Balance
Group		und Balance	<u> </u>	Revenues	Expenses	Fund Balance	 und Balance	Reserve
General Fund	\$	34,594,025	\$	133,347,455	\$ 133,347,455	\$ -	\$ 34,594,025	25.94%
Water & Sewer Fund		12,047,696		52,406,737	52,406,737	-	12,047,696	22.99%
Capital Project Funds		26,480,878		24,509,303	39,357,498	(14,848,195)	11,632,683	29.56%
Solid Waste Fund		6,610,715		28,451,661	28,451,661	-	6,610,715	23.23%
Internal Service Funds		7,824,728		22,340,464	23,340,569	(1,000,105)	6,824,623	29.24%
Debt Service Fund		5,060,622		20,396,741	21,087,558	(690,817)	4,369,805	20.72%
Other Special Revenues		5,465,085		12,549,024	14,570,258	(2,021,234)	3,443,851	23.64%
Street Maintenance Fund		7,408,128		10,245,240	9,686,850	558,390	7,966,518	82.24%
Aviation Fund		6,770,344		7,011,248	6,461,604	549,644	7,319,988	113.28%
Drainage Utility Fund		1,474,785		5,582,230	5,582,230	-	1,474,785	26.42%
Hotel Occupancy Tax		716,982		3,119,421	3,119,421	-	716,982	22.98%
Golf Course Fund		292,914		1,548,836	1,696,977	(148,141)	144,773	8.53%
Subtotal	\$	114,746,900	\$	321,508,360	\$ 339,108,818	\$ (17,600,458)	\$ 97,146,442	
Less Interfund Activity				(34,633,257)	(34,633,257)			
Less Health Insurance Tra	nsfe	er		(7,469,990)	(7,469,990)			
Adjusted Total			\$	279,405,113	\$ 297,005,571			

Council Direction

- No motion
- Motion of direction to amend staff recommendations
- Motion of direction to approve staff recommendations

Recommendation

Motion of direction to approve staff recommendations



City of Killeen

Staff Report

File Number: RS-25-127

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

DATE: August 5, 2025

TO: Kent Cagle, City Manager

FROM: **Judith Tangalin, Executive Director of Finance**

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

BACKGROUND AND FINDINGS:

Truth-in-taxation laws require the governing body to publish notice and hold a public hearing if the proposed tax rate exceeds the lower of the no-new-revenue tax rate or the voter-approval rate. The following tax rates per \$100 valuation are relevant to the proposed FY 2026 Budget:

Current Rate 0.6573

No-New-Revenue Rate 0.6487 Notice and Hearing Rate 0.6487

Budgeted Rate (Preliminary Tax Roll) 0.6830 Budgeted Rate (Certified Tax Roll) 0.7014

Voter-Approval Rate 0.7015

The preliminary tax rate serves as the maximum rate the City Council may adopt. The final rate may be equal to or lower than this amount but cannot exceed it.

Since the proposed rate of \$0.7014 exceeds the no-new-revenue rate, setting the preliminary rate at this level requires a record vote and a public hearing.

The public hearing is scheduled for September 2, 2025, with adoption of the tax rate to occur the same day. State law permits the governing body to adopt the rate at the hearing or within seven days following it. The required notice must be published at least five days before the hearing.

Taxpayer Impact Cu		Cu	rrent FY 2025	Propo	Difference	
Median-Valu	ued Home	stead	\$220,915	\$233,428	\$12,513	
Tax Rate	0.6573	0.7014	0.0441			
		_			1.00	

Annual Property Tax Levy \$1,452.07

\$1,637.26 \$185.19

Monthly Cost \$121.01 \$136.44 \$15.43

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

THE ALTERNATIVES CONSIDERED:

Rate Type Tax Rate Tax Levy Difference

Current Rate \$0.6573 \$71,903,875 (\$4,561,587)

No-New-Revenue Rate \$0.6487 \$71,014,313 (\$5,451,148)

Budgeted Rate (Preliminary Tax Roll) \$0.6830 \$74,185,638 (\$2,176,387)

Budgeted Rate (Certified Tax Roll) \$0.7014 \$76,465,462

Voter-Approval Rate \$0.7015 \$76,475,805 \$10,344

Which alternative is recommended? Why?

Staff recommends setting the preliminary tax rate at **\$0.7014** and setting the date of September 2, 2025 for the public hearing. The certified roll supports the same rate.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

This action does not impact the current fiscal year budget. It determines the maximum tax rate allowable for the upcoming FY 2026 Budget.

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends setting the preliminary tax rate at **\$0.7014**.

DEPARTMENTAL CLEARANCES:

Finance

Legal

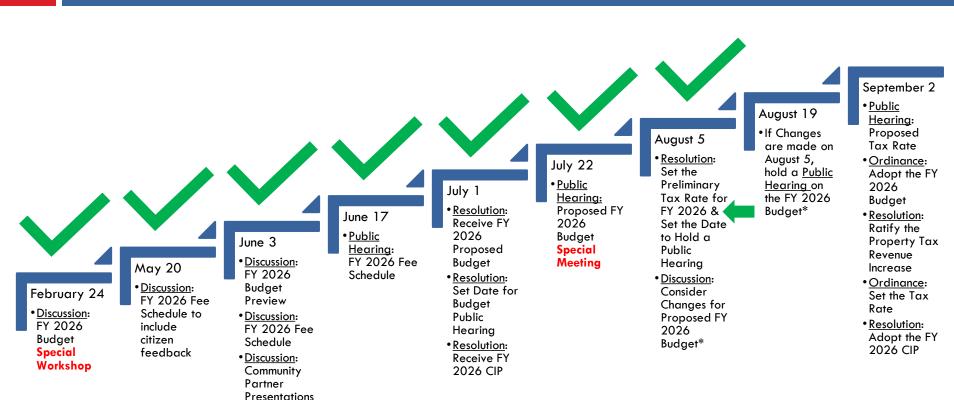
ATTACHED SUPPORTING DOCUMENTS:

Presentation



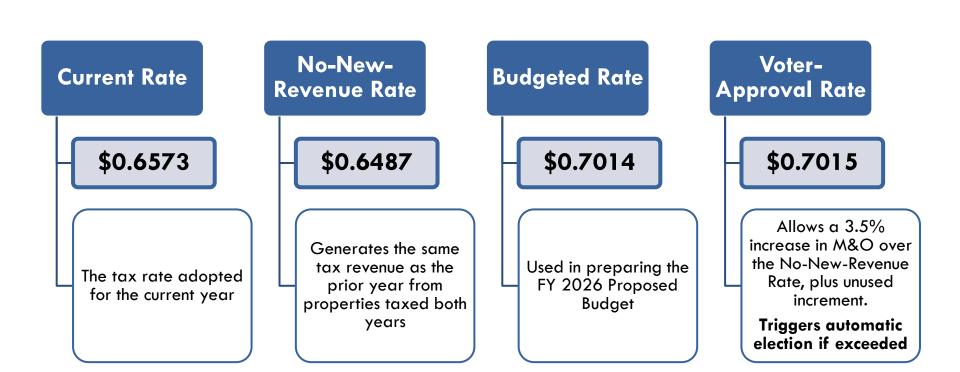
FY 2026 PROPOSED BUDGET SETTING THE PRELIMINARY TAX RATE

Budget Calendar



Key Tax Rates

Tax Year 2025 / Fiscal Year 2026

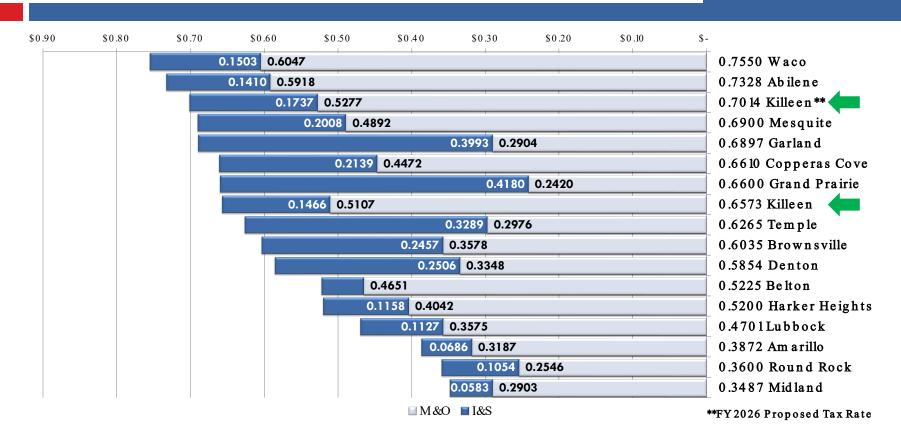


Proposed Tax Rate (Certified)

	FY 2025	FY 2026	Increase/ (Decrease)
Operations M&O	0.5107	0.5277	0.0170
Debt I&S	0.1466	0.1737	0.0271
Total Tax Rate	0.6573	0.7014	0.0441

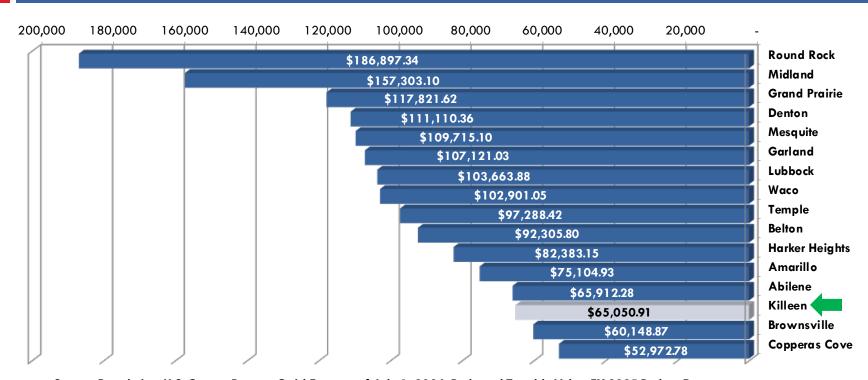
Current Tax Rates

Peer City Comparison



Budgeted Taxable Value Per Capita

Peer City Comparison



Rate Type	Tax Rate	Total Levy	Difference from Budgeted Rate (Certified)
Current Rate	\$0.6573	\$71,903,875	- \$4,561,587
No-New-Revenue Rate	\$0.6487	\$71,014,313	-\$5,451,148
Budgeted Rate (Preliminary Tax Roll)	\$0.6830	\$74,185,638	- \$2,176,387
Budgeted Rate (Certified Tax Roll)	\$0.7014	\$76,465,462	_
Voter-Approval Rate	\$0.7015	\$76,475,805	+\$10,344

Taxpayer Impact

	Current FY 2025	Proposed FY 2026	Difference
Median-Valued Homestead Property	\$220,915	\$233,428	\$12,513
Tax Rate	0.6573	0.7014	0.0441
Annual Property Tax Levy	\$1,452.07	\$1,637.26	\$185.19
Monthly Cost	\$121.01	\$136.44	\$15.43
Property tax amount = tax rate x taxable value of your property $/$ 100			

City Council Tax Rate Process

- Today: Set Preliminary Tax Rate
 - Establishes the maximum rate Council may adopt for the coming fiscal year
 - Recommendation is \$0.7014
- Today: Set the Date of the Tax Rate Public Hearing
 - □ Date: September 2, 2025
 - Time: 3:00 PM
 - Location: City Council Chambers, 101 N. College Street, Killeen, TX
- □ September 2: Adopt Final Tax Rate
 - Council may adopt a rate equal to or lower than the preliminary rate



City of Killeen

Staff Report

File Number: PH-25-041

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

DATE: August 5, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Zoning Case # Z25-14: "A" & "SR-1" to PUD w/ "SR-1" and "B-3" uses

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Herring Legacy Developers, Inc. **Agent:** Central Texas Land Development Services

Current Zoning: "A" and "SR-1"

Proposed Zoning: Planned Unit Development (PUD) w/"SR-1" and "B-3"

FLUM Designation: 'Residential Mix' (RM)

Growth Sector Designation: 'Intended Growth' (IG)

Summary of Request:

Central Texas Land Development Services, behalf Herring Developers, on Legacy submitted a request to rezone approximately 99.83 acres out of the W. E. Wall Survey, Abstract 1116 from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and approximately 3.89 acres will be "B-3" (Local Business District) uses.

The primary intent of the proposed PUD is to reduce the minimum side yard setback in "SR-1" from 10 feet to 5 feet, and the minimum front yard setback from 25 feet to 20 feet, while still preserving the 70-foot minimum lot width. The applicant has proposed PUD development standards, as detailed

in the attached PUD Concept Plan.

Below is a summary of the typical lot dimensions in the proposed PUD in relation to the standards in the existing "R-1" and "SR-1" zoning districts:

SR-1 R-1 Proposed PUD

```
Lot Width
                        60 ft.
                                 70 ft.
Lot Depth
               100 ft. 100 ft. 100 ft.
Lot Area 8,400 sq. ft.
                            6,000 sq. ft.
                                               8,400 sq. ft.
Front Setback
                    25 ft.
                            20 ft.
                                      20 ft.
Side Setback
                    10 ft.
                            5 ft.
                                      5 ft.
Rear Setback
                   25 ft.
                            25 ft.
                                     25 ft.
```

Zoning/Plat Case History:

Part of the subject property was annexed into the city limits on April 30, 2004, via Ordinance No. 04-12, and subsequently zoned "A" (Agricultural District) on April 26, 2005, via Ordinance No. 05-31. On June 22, 2021, this portion was rezoned from "A" to "SR-1" (Suburban Residential Single-Family Residential District) via Ordinance No. 21-035. The remaining portion of the property was voluntarily annexed into the city on April 14, 2025, via Ordinance No. 25-020, and assigned the "A" (Agricultural District) zoning designation.

A preliminary plat for the property was previously approved on October 18, 2021. With this rezoning preliminary plat will be required, which will trigger compliance with request, new current standards, including parkland dedication, street subdivision perimeter walls, architectural standards, Traffic Impact Analysis (TIA), and other applicable requirements.

A portion of the property is being excluded from the Planned Unit Development (PUD) to accommodate an existing cell tower. According to Section 31-602(a)(1) of the Code of Ordinances, towers and antennas are permitted without a conditional use permit only in specific zoning districts, including "A" (Agricultural District). As such, this area is being retained under the "A" designation to remain in compliance.

Additionally, per Section 31-605(a), all towers must be sited such that, in the event of a collapse along their longest dimension, they remain entirely within the property boundaries and avoid public streets and utility lines.

Character of the Area:

North: Existing "A-R1" Agricultural Single-Family Residential District and "SR-1" (Suburban Residential Single-Family Residential District), developed and undeveloped, directly abutting this parcel.

East: Single-family homes zoned "SR-1" (Suburban Residential Single-Family Residential District).

South: A single-family residence situated on a large tract of land; the property is located within the

ETJ.

West: A single-family residence situated on a large tract of land; the property is located within the ETJ.

Future Land Use Map Analysis:

This property is located within the 'Intended Growth' area on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

The 'Intended Growth' sector includes property that is in close proximity to existing development and has access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

The 'Residential Mix' place type allows a flexible mix of residential building typologies. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4)units), up to etc. а use twenty-five percent This place type encourages mix of (25%)Neighborhood-scale nonresidential and up to ninety-five percent (95%)residential. should be allowed along avenues and higher intensity roadways. A key indicator of a successful Residential Mix area is if every property has access to some neighborhood scale commercial within walking distance.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #7. This development zone is east of Cunningham and East Trimmier Roads and south of Interstate Highway 14. This development zone consists of 83.99% residential uses and 16.01% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District	<u>Acres</u>	<u>Percentage</u>
Special Districts	9.57	0.37%
Residential	2164.53	83.62%
Industrial	1.71	0.07%
Commercial	131.39	5.08%
Agricultural	281.44	10.87%
Totals	2588.65	100.00%
Vacant Land	727.63	28.11%

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located

within the City of Killeen municipal utility service area and are available to the subject tract.

Water services are available for the property via an existing 12" water transmission main located in East Trimmier Road, and via an existing 16" water transmission main located on the south side of Chaparral Road, and via an existing 8" water distribution main located on the south side of Chaparral Road (Owned by West Bell WSC), and via an existing 30" water transmission main located on the north side of Chaparral Road (Owned by Central Texas Water), and via an existing 6" water distribution main located along the northern boundary of the tract near Kayla Christine Drive.

Wastewater services are available for the property via an existing 8" wastewater main located along the northern boundary of the tract near Kayla Christine Drive.

There is no existing stormwater infrastructure adjacent to the property.

Transportation and Thoroughfare Plan:

Access for the property is via East Trimmier Road (70' ROW) classified as a Proposed Minor Arterial, Chaparral Road (70' ROW) classified as a Minor Arterial, and Kayla Christine Dr (60' ROW) classified as a local road in currently adopted Comprehensive Plan. A proposed greenway and trail are indicated in the currently adopted Comprehensive Plan along the property fronting East Trimmier Road and Chaparral Road.

The property is currently undeveloped and generates no appreciable traffic. Based on the information contained in the 10th Edition of the ITA Trip Generation documents and the proposed use of the property, approximately 11,515 Average Daily Trips will be generated by the tract.

An individual traffic impact analysis is required at this time and should be coordinated with Bell County, given the proximity of the tract to the city limits. 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:

A proposed greenway and trail are indicated in the currently adopted Comprehensive Plan along the property fronting East Trimmier Road and Chaparral Road.

The proposed PUD Concept Plan indicates 245 single-family lots. Based on this number, the Parkland Dedication and Development Fees will be as follows:

Fees-In-Lieu of Parkland Dedication: \$ 183,750

Park Development Fees: \$ 110,250Total Park Fees: \$ 294,000

Environmental Assessment:

The property is in the Stillhouse Hollow Lake/Lampasas River Watershed. The property is located in

(Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management 48027C0295E Agency Flood Insurance Rate Мар 48027C0290E and with effective date September 26, 2008.

Two freshwater ponds are located on the property, 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 property owners of sixty-two (62) surrounding properties regarding this request.

As of the date of this staff report, staff has received no written responses regarding this request.

Staff Findings:

subject currently "A" (Agricultural District) "SR-1" (Suburban property is zoned as and Residential Single-Family Residential District). Ιf approved, the applicant intends to develop single-family homes and commercial property. The surrounding area features various residential lots, uses, including standard single-family existing large-lot single-family homes, and undeveloped property.

Staff finds that the applicant's request is consistent with the recommendations of the City of Killeen Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Recommend disapproval of the applicant's zoning request; or
- Recommend approval of the proposed PUD with conditions; or
- Recommend approval of the applicant's zoning request as presented.

Which alternative is recommended? Why?

"A" Staff recommends approval of the applicant's request to rezone the property from (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) "B-3" (Local Business District) uses as presented.

The applicant is proposing a Planned Unit Development primarily to accommodate minor deviations from the city's base zoning standards-specifically, adjustments to the front setback and side yard requirements within the residential portion of the development. These modifications are consistent with the flexibility intended under the PUD zoning framework and do not conflict with the overall character or intent of the surrounding land uses.

CONFORMITY TO CITY POLICY:

This zoning request does conform to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. However, subsequent development and dedication of public infrastructure will require maintenance funds over the life cycle of future development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the proposed PUD as presented.

The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses as presented by a vote of 8-0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps

Site Photos

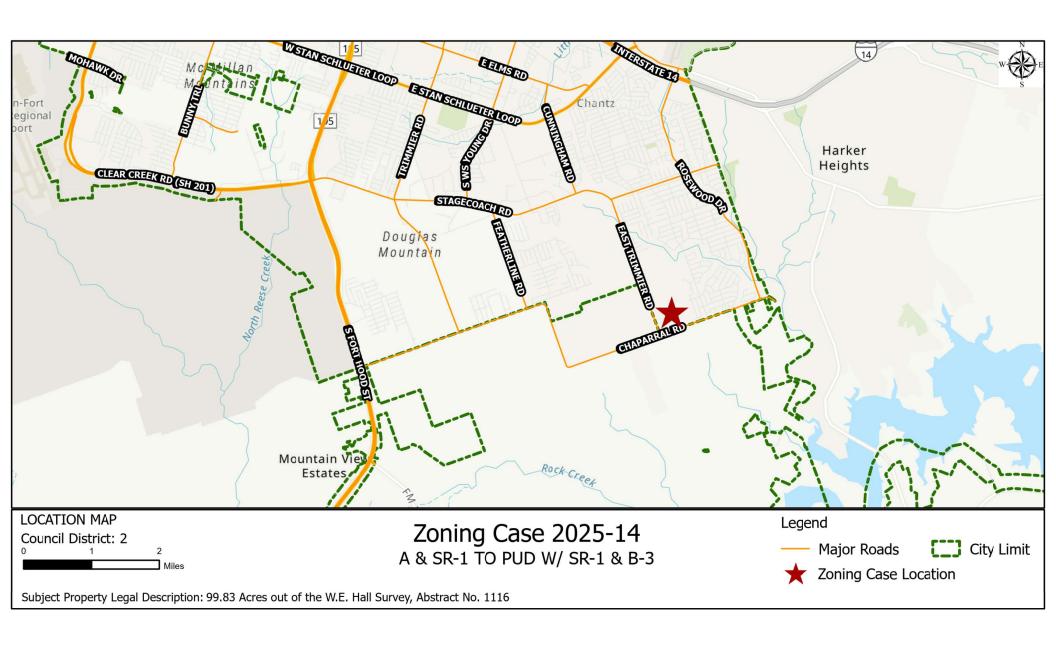
Minutes

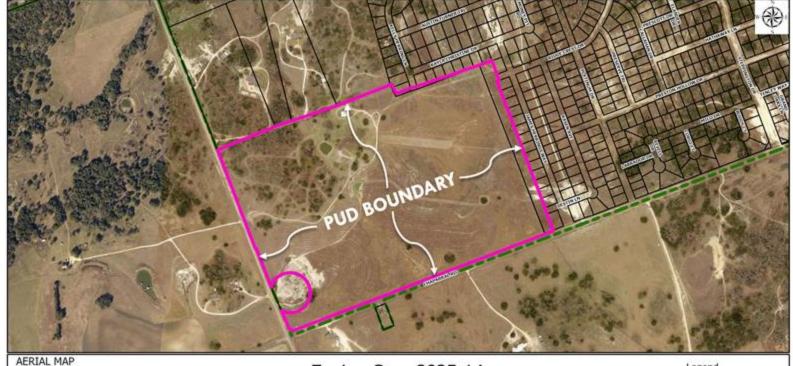
Ordinance

Letter of Request

PUD Concept Plan

Presentation





AERIAL MAP
Council District: 2
0 200 400
Feet

Zoning Case 2025-14 A & SR-1 TO PUD W/ SR-1 & B-3 Legend



Zoning Case

Subject Property Legal Description: 99.83 Acres out of the W.E. Hall Survey, Abstract No. 1116



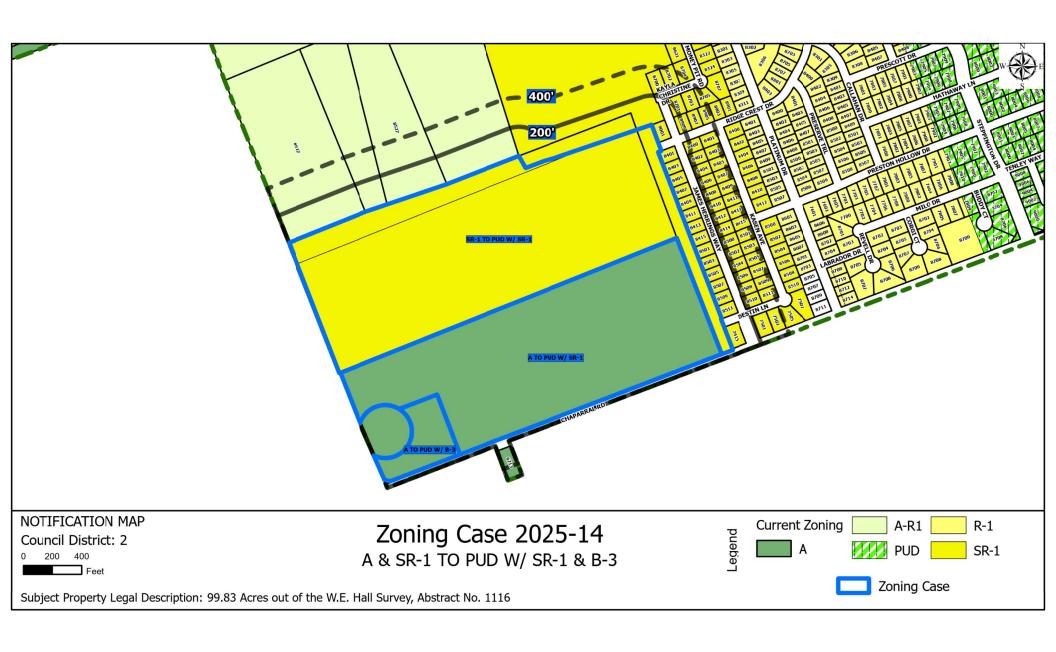
AERIAL MAP
Council District: 2
0 200 400
Feet

Zoning Case 2025-14 A & SR-1 TO PUD W/ SR-1 & B-3 Legend

___ Zo

Zoning Case

Subject Property Legal Description: 99.83 Acres out of the W.E. Hall Survey, Abstract No. 1116



SITE PHOTOS



Case #Z25-14: "A" and "SR-1" to (PUD) with "SR-1 & "B-3"

View of the subject property on Chaparral Road facing northwest:



View facing southwest from the subject property on Chaparral Road:



View facing west looking along Chaparral Road, across from the subject property:



View facing east from the subject property on Chaparral Road:



MINUTES PLANNING AND ZONING COMMISSION MEETING JUNE 23, 2025 CASE # Z25-14 "A" & "SR-1" to PUD W/"SR-1" & "B-3" USES

Hold a public hearing and consider a request submitted by Central Texas Land Development Services on behalf of Herring Legacy Developers, Inc. (Case# Z25-14) to rezone approximately 99.83 acres out of the W. E. Wall Survey, Abstract No. 1116 from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses. The subject property is generally located northeast of the intersection of East Trimmier Road and Chaparral Road, Killeen, Texas.

Ms. Lopez presented the staff report for this item. She stated that primary intent of the proposed PUD is to reduce the minimum side yard setback in "SR-1" from 10 feet to 5 feet and the minimum front yard setback from 25 feet to 20 feet, while still preserving the 70-foot minimum lot width. Ms. Lopez also stated that the PUD development standards are outline on the proposed PUD Concept Plan.

The subject property is located within the 'Intended Growth' growth sectors on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM).

Ms. Lopez stated that the applicant intends to develop single-family homes and commercial uses on the property. She further stated that staff finds that the applicant's request is consistent with the recommendation outlined in the Killeen 2040 Comprehensive Plan. Therefore, staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses as presented.

The agent, Ms. Michelle Lee of Central Texas Land Development Services, was present to represent the request. Ms. Lee stated that there is an approved preliminary plat for the property and explained that a revised preliminary plat will be required if the PUD is approved.

Chairman Minor opened the public hearing at 5:11 p.m.

Ms. Mellisa Brown spoke in opposition to the request. She stated that, in her opinion, not enough information was provided.

With no one wishing to speak, the public hearing was closed at 5:14 p.m.

Commissioner Ploeckelmann moved to recommend approval of the applicant's request as presented. Commissioner Ellis seconded, and the motion passed by a vote of 8 to 0.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Central Texas Land Development Services, on behalf of Herring Legacy Developers, Inc., presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 99.83 acres out of the W. E. Wall Survey, Abstract No. 1116, generally located northeast of the intersection of East Trimmier Road and Chaparral Road, from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses;

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 23, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 5, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 99.83 acres out of the W. E. Wall Survey, Abstract No. 1116, generally located northeast of the intersection of East Trimmier Road and Chaparral Road, from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses.

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 5th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq*.

	APPROVED:	
	Debbie Nash-King, MAYOR	
ATTEST:		
Laura J. Calcote, CITY SECRETARY		
APPROVED AS TO FORM		
Holli C. Clements, CITY ATTORNEY Case #25-14 Ord. #25		

Herring Legacy Developers, Inc. 1507 W. Stan Schlueter Loop, Suite 103 Killeen, Texas 76549

April 14, 2025

Wallis W. Meshier, Assistant Director of Development Services City of Killeen

Re: Zoning 99.83 Acres Northeast Corner of East Trimmier Road & Chaparral Road

Ms. Meshier,

Herring Legacy Developers, Inc. would like to request a zoning change for 99.83 acres at the Northeast corner of East Trimmier Road & Chaparral Road from A(Agricultural) and SR-1(Suburban Residential Single-Family Residential District) to PUD (Planned Unit Development) with a SR-1 and B-3 element to accommodate future development.

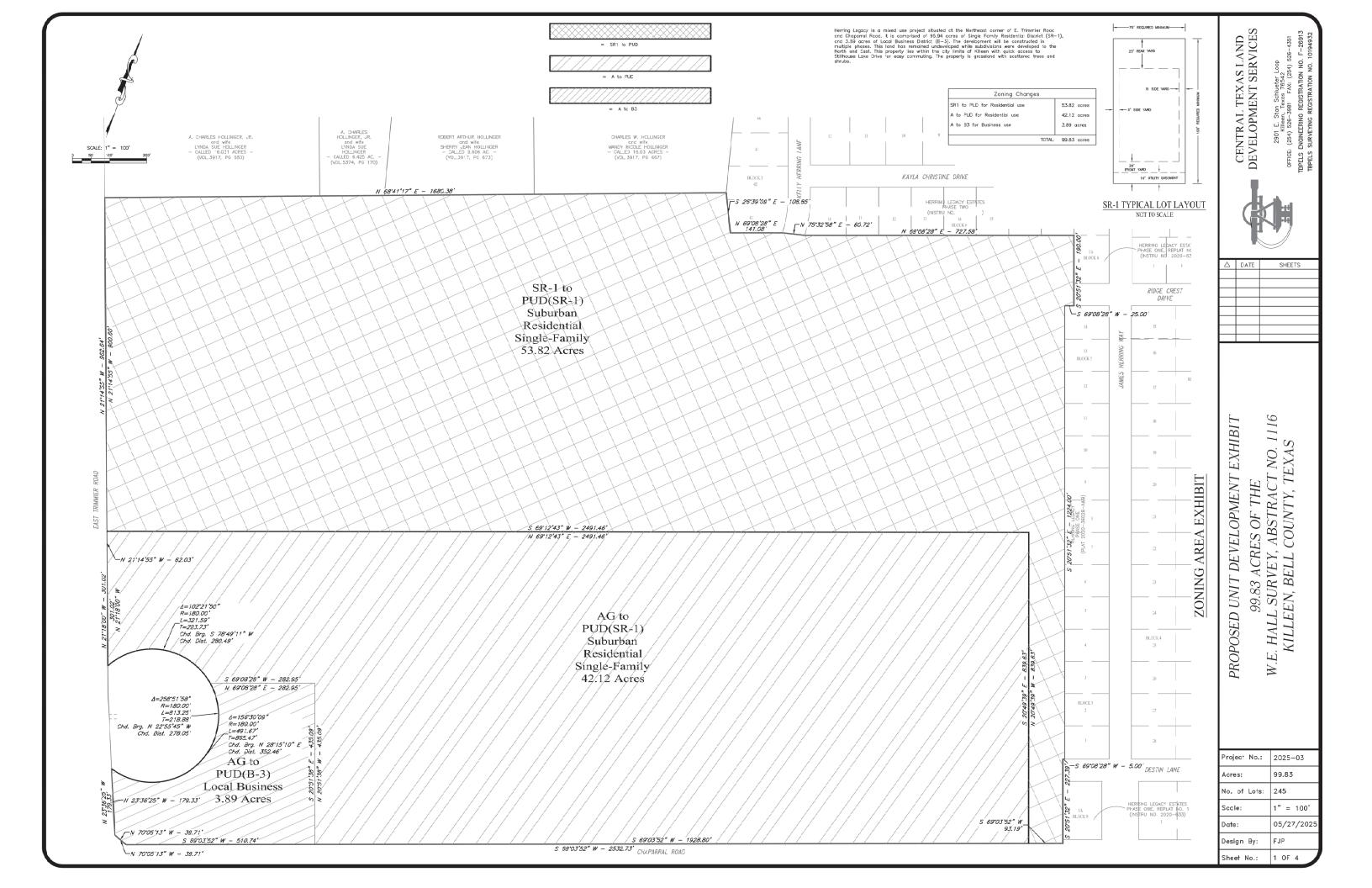
The zoning change will not impact the surrounding properties and is consistent with the approved preliminary plat.

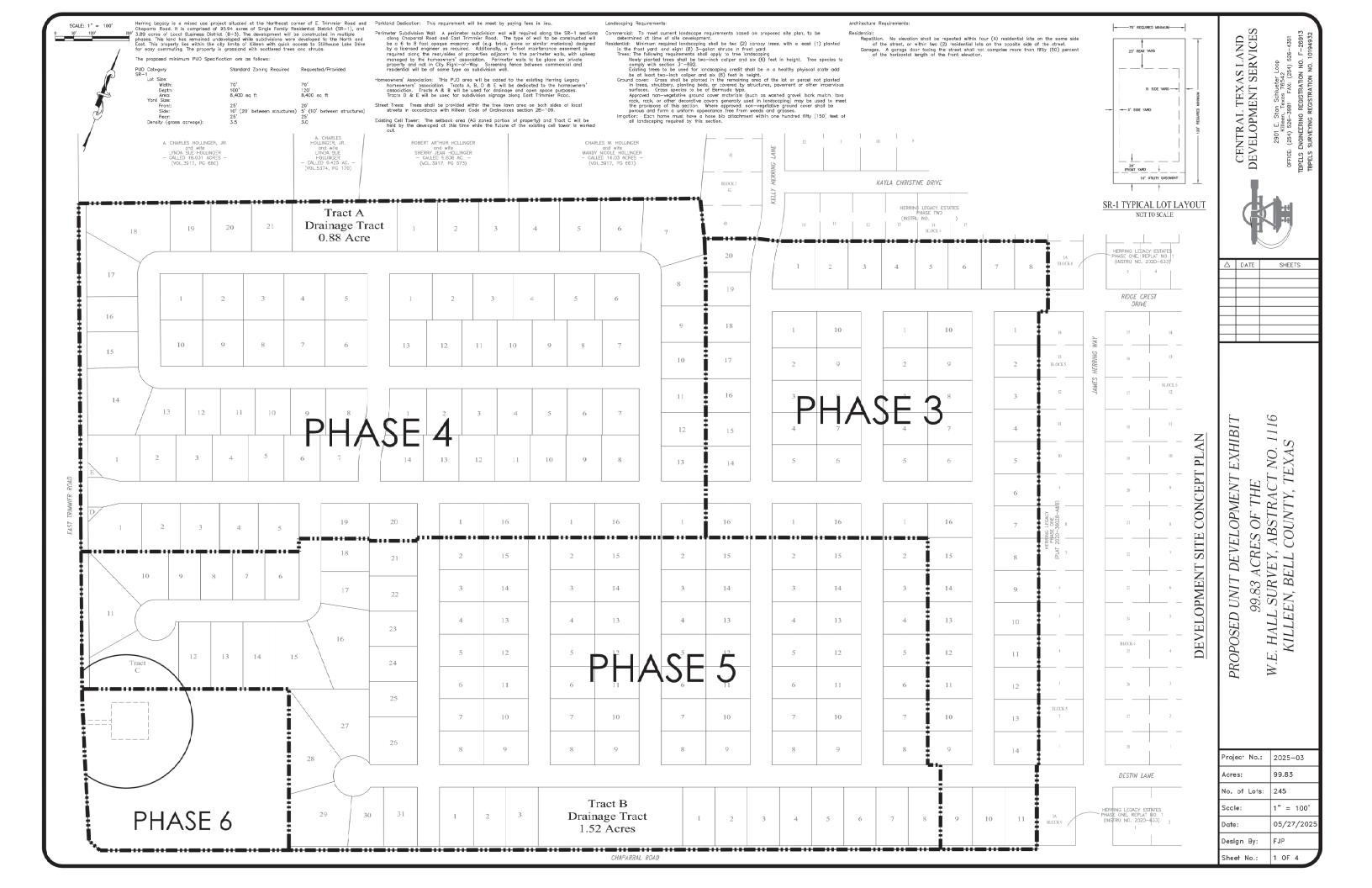
Respectfully,

James Herring

Herring Legacy Developers, Inc. 1507 W. Stan Schlueter Loop Ste 103

Killeen, TX 76549





CASE #25-14: "A" & "SR-1" TO PUD W/ "SR-1" & "B-3"

August 5, 2025

2

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

- The subject property is generally located northeast of the intersection of East Trimmier Road and Chaparral Road, Killeen, Texas.
- The primary intent of the proposed PUD is to reduce the minimum side yard setback in "SR-1" (Suburban Residential Single-Family), while still preserving the 70-foot minimum lot width.

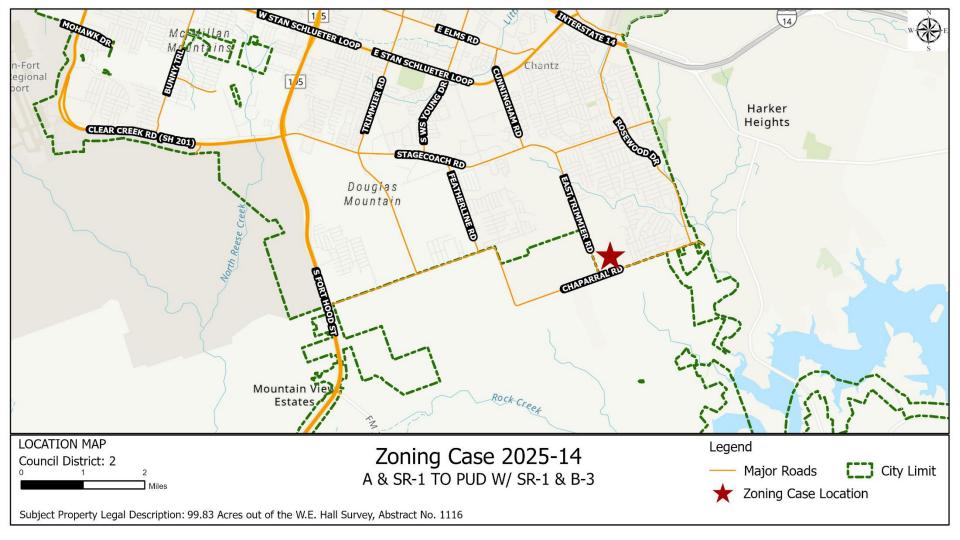
□ If approved, the proposed PUD will reduce the minimum setbacks in "SR-1" as follows:

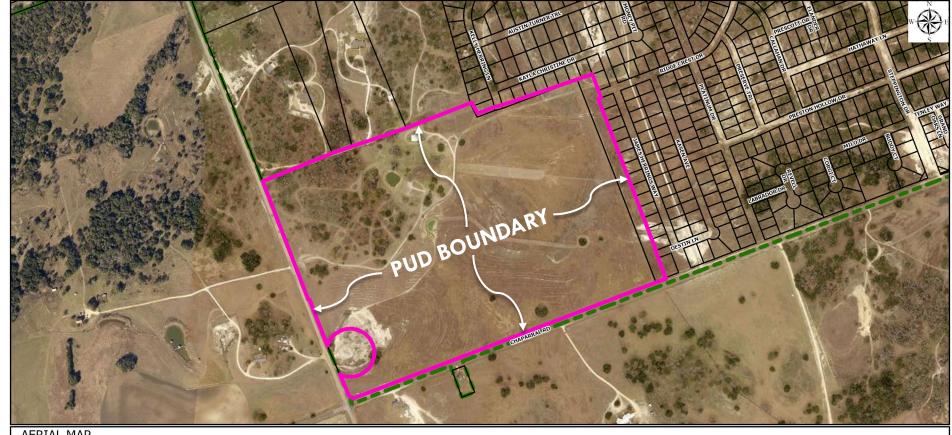
- □ Reduce the frontyard setback from 25 ft. to 20 ft.
- □ Reduce the side yard setback from 10 ft. to 5 ft.

	"SR-1"	Proposed PUD	"R-1"
Lot Width	70 ft.	70 ft.	60 ft.
Lot Depth	100 ft.	100 ft.	100 ft.
Lot Area	8,400 sq. ft.	8,400 sq. ft.	6,000 sq. ft.
Front Setback	25 ft.	20 ft.	20 ft.
Side Setback	10 ft.	5 ft.	5 ft.
Rear Setback	25 ft.	25 ft.	25 ft.

5

□ The proposed PUD Concept Plan indicates 245 single-family lots and approximately 3.89 acres designated for "B-3" (Local Business District).





AERIAL MAP

Council District: 2

0 200 400

Feet

Zoning Case 2025-14 A & SR-1 TO PUD W/ SR-1 & B-3 Legend

Zoning Case



AERIAL MAP

Council District: 2

0 200 400

Feet

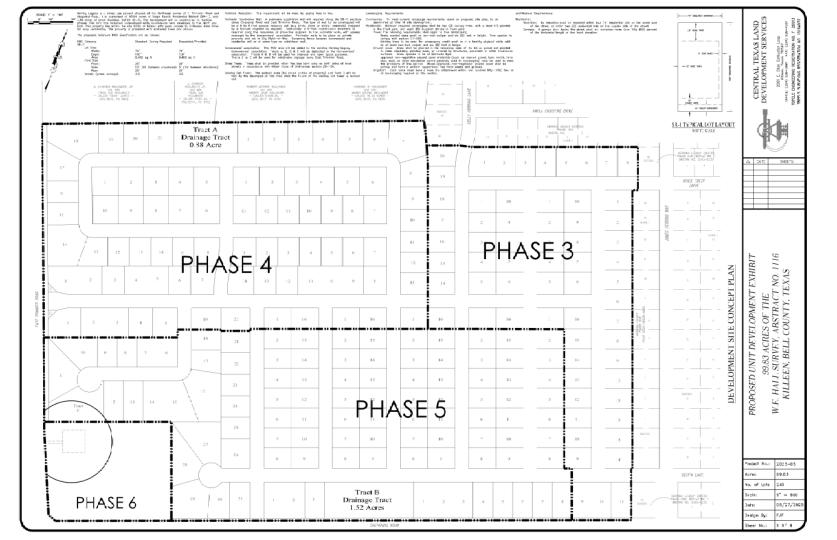
Zoning Case 2025-14 A & SR-1 TO PUD W/ SR-1 & B-3 Legend

Zoning Case

Subject Property Legal Description: 99.83 Acres out of the W.E. Hall Survey, Abstract No. 1116

- A portion of the property is being excluded from the Planned Unit Development (PUD) to accommodate an existing cell tower.
- Per Sec. 31-602(a)(1), towers and antennas are permitted by-right only in the "A" (Agricultural District), "M-1" (Manufacturing District) and "M-2" (Heavy Manufacturing) zoning districts.

- In accordance with Sec. 31-605(a), all towers shall be located such that if the tower should fall along its longest dimension, it will remain within the premises of the property owner.
- Therefore, the land area within the fall radius of the tower has been excluded from the zoning request and will remain zoned "A" (Agricultural District).



View of the subject property from Chaparral Road facing northeast:



14

View of the adjacent property on the south side of Chaparral Road:



Case #25-14: "A" & "SR-1" to "PUD"

View facing east on Chaparral Road (subject property on left):



Case #25-14: "A" & "SR-1" to "PUD"

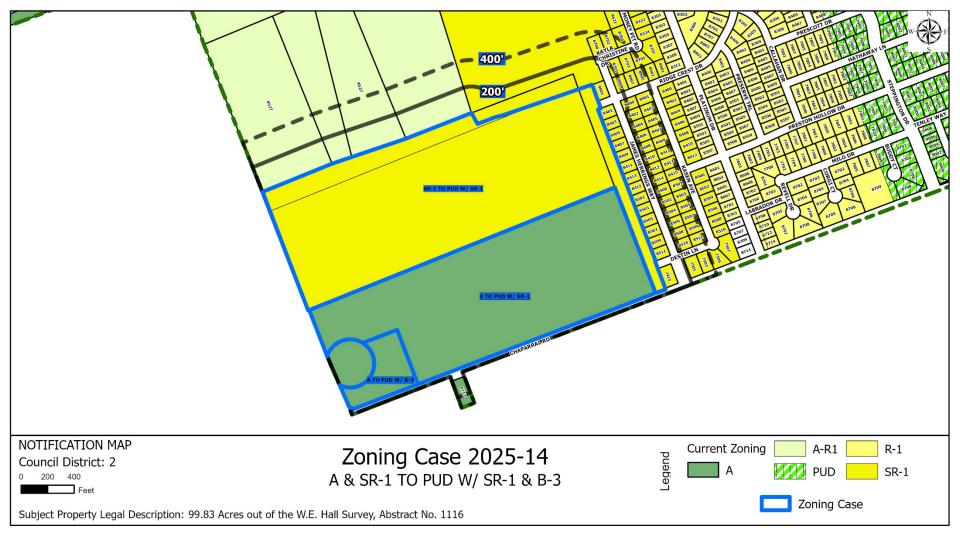
- □ A preliminary plat of the subject property was approved in October 2021.
- If the proposed PUD is approved, a new preliminary plat will be required, which will trigger compliance with current development standards, including parkland dedication, street trees, subdivision perimeter walls, architectural standards, a Traffic Impact Analysis (TIA), and all other applicable requirements.

Comprehensive Plan Analysis

The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

Public Notification

- □ Staff notified property owners of sixty-two (62) surrounding properties regarding this request.
- To date, staff has received no written response regarding this request.



Parkland Dedication

- The applicant intends to pay fees-in-lieu of parkland dedication.
- Based on 245 single-family lots, the parkland dedication requirements are as follows:
 - Fees-In-Lieu of Parkland Dedication: \$183,750
 - □ Park Development Fees: \$110,250
 - Total Park Fees: \$294,000

Staff Findings

Staff finds that the applicant's request is consistent with the recommendations outlined in the Killeen 2040 Comprehensive Plan.

Staff Recommendation

Therefore, staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural District) and "SR-1" (Suburban Residential Single-Family Residential District) to Planned Unit Development (PUD) with "SR-1" (Suburban Residential Single-Family Residential District) and "B-3" (Local Business District) uses as presented.

Commission Recommendation

□ At their regular meeting on June 23, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 8 to 0.



City of Killeen

Staff Report

File Number: PH-25-042

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

DATE: August 5, 2025

TO: Kent Cagle, City Manager

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

SUBJECT: Zoning Case # Z25-19: "B-5" to "R-1"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Marion Benjamin Bell

Agent: Marion Benjamin Bell

Current Zoning: "B-5" (Business District)

Proposed Zoning: "R-1" (Single-Family Residential District)

FLUM Designation: 'Traditional Neighborhood' (TN) **Growth Sector Designation:** 'Infill & Enhance' (IE)

Summary of Request:

Marion Benjamin Bell has submitted a request to rezone the property at 1914 North 10th from "B-5" (Business District) to "R-1" (Single-Family Residential District). If approved, the applicant intends to subdivide the lot and construct an additional single-family residence on the property. The proposed rezoning would also align the zoning designation with the existing residential land use.

Zoning/Plat Case History:

The property was annexed into the City of Killeen in 1948 and subsequently zoned "R-3" (Multifamily Residential District). In 1993, the property was rezoned to "B-5" (Business District) through Ordinance No. 93-45.

Character of the Area:

North: Undeveloped property on the military installation.

South: Developed residential property zoned "R-1" (Single-Family Residential District).

East: Developed commercial property zoned "B-2" (Local Retail District). **West:** Developed residential zoned "R-3" (Multifamily Residential District).

Future Land Use Map Analysis:

The property is located within the 'Infill & Enhance' (IE) area on the Growth Sector Map and designated as 'Traditional Neighborhood' (TN) on the Future Land Use Map (FLUM) of the Killeen 2040 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 `Traditional Neighborhood' place type recreates the pre-suburban development pattern smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and a mix of uses. Though it is not required for uses to always be mixed within the same building, it is important to note that large single use developments (such as large multiplex apartments or retail centers with large land area devoted to parking) do not suit traditional neighborhoods. Uses should be pedestrian in nature as mixed-use neighborhoods are places where residents can live, shop, work, and gather access all of these activities largely on foot. Buildings should be generally limited to three stories, though four is acceptable along avenues and higher intensity roadways. This place type encourages fifty percent (50%) nonresidential and eighty percent (80%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** Encourage incremental evolution of neighborhoods.
- NH6 Shift the market to include existing housing.

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

Development Zone Analysis:

This 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 is composed of the following acreages and percentages,

approximately:

District	Acres	Percent
Special Districts	1.36	0.13%
Residential	667.36	66.25%
Industrial	58.91	5.85%
Commercial	275.23	27.32%
Agricultural	0.45	0.45%
Total	1003.31	100.00%
Vacant Property	118	11.71%

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: Yes

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

Water services are available for the property via an existing 2'' water distribution main located on the west side of N. 10^{th} Street and via an existing 2'' water distribution main located along the northern boundary of the property.

Wastewater services are available via an existing 6" wastewater main located along the southern boundary of the property.

There is no existing stormwater infrastructure adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via N $10^{\rm th}$ Street (60' ROW), which is classified as a local road in the adopted Comprehensive Plan.

PARKS AND PROPOSED TRAIL PLAN:

Although the site is currently developed, any increase in residential density will trigger parkland dedication fees during the platting process.

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), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0115E 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 property owners of sixty-five (65) surrounding properties regarding this request.

As of the date of this staff report, no responses have been received regarding this request.

Staff Findings:

Staff finds that the proposed zoning aligns with existing land use, removes legal non-conforming restrictions, and is consistent with the Future Land Use Map and Killeen 2040 Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the property from "B-5" (Business District) to "R-1" (Single-Family Residential District) as presented.

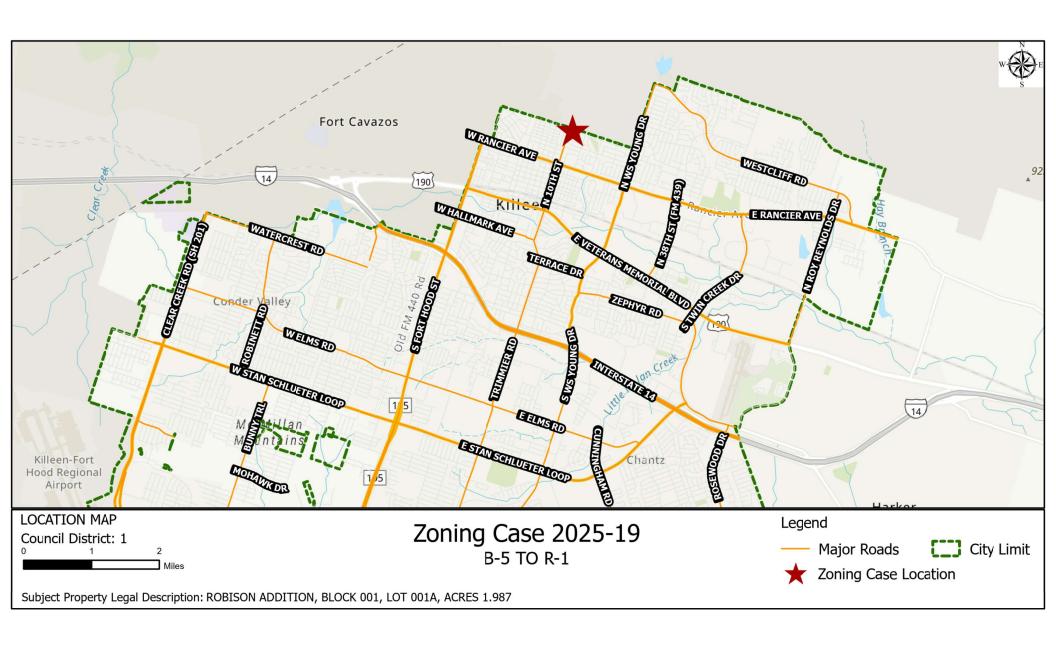
At their Regular Meeting on June 23, 2025, the Planning & Zoning Commission recommended approval of the applicant's request to change the zoning classification from "B-5" (Business District) to "R-1" (Single-Family Residential District) by a vote of 8 to 0.

DEPARTMENTAL CLEARANCES:

The Planning and Legal staff have reviewed this item.

ATTACHED SUPPORTING DOCUMENTS:

Maps Site Photos Minutes Ordinance Letter of Request Presentation





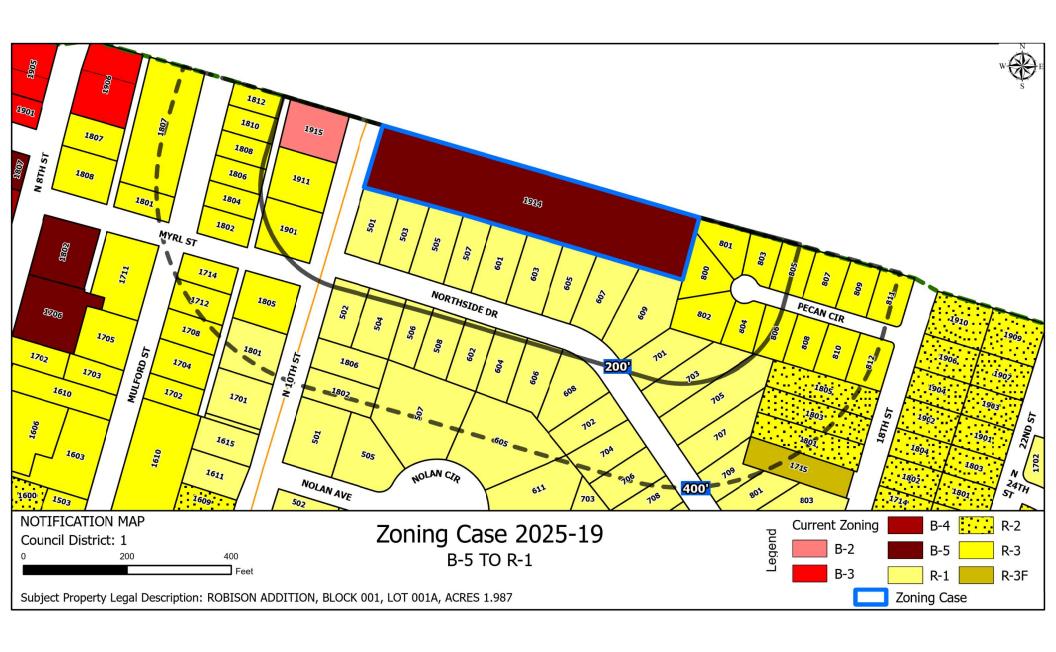
Council District: 1 200 400 Feet

Zoning Case 2025-19 B-5 TO R-1



Zoning Case

Subject Property Legal Description: ROBISON ADDITION, BLOCK 001, LOT 001A, ACRES 1.987



SITE PHOTOS

Case #Z25-19: "B-5" to "R-1"



View of the subject property from North 10th Street:



View facing Southwest from the subject property on North 10th Street:

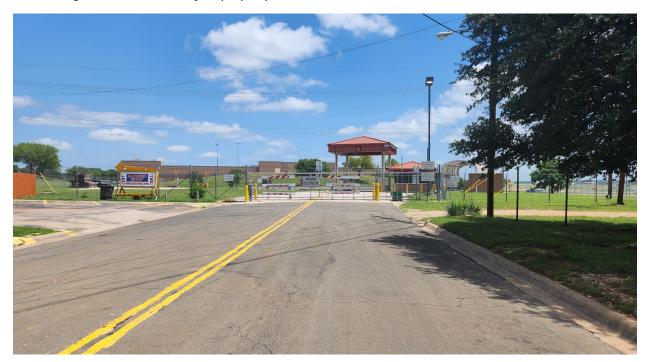


SITE PHOTOS

Case #Z25-19: "B-5" to "R-1"



View facing north from the subject property on North 10th Street:



View facing west from the subject property on North 10th Street:



MINUTES PLANNING AND ZONING COMMISSION MEETING

JUNE 23, 2025 CASE # Z25-19 "B-5" to "R-1"

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

Mr. Hermosillo presented the staff report for this item. He stated that the applicant's intent is to subdivide the lot and construct an additional single-family residence on the property. The proposed zoning would also align the zoning designation with the existing residential land use.

The subject property is located within the 'Infill & Enhance' growth sectors on the Growth Sector Map and is designated as 'Traditional Neighborhood' (TN) on the Future Land Use Map (FLUM).

Mr. Hermosillo stated that staff finds that the proposed zoning aligns with existing land use, removes legal nonconforming restrictions, and is consistent with the Future Land Use Map and Killeen 2040 Comprehensive Plan. Therefore, staff recommends approval of the request to rezone the property from "B-5" (Business District) to "R-1" (Single-family Residential District) as presented.

The applicant, Mr. Marion Benjamin Bell, was present to represent the request.

Chairman Minor opened the public hearing at 5:18 p.m.

With no one wishing to speak, the public hearing was closed at 5:18 p.m.

Commissioner Wilson moved to recommend approval of the applicant's request. Commissioner Sabree seconded, and the motion passed by a vote of 8 to 0.

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

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, Marion Benjamin Bell; presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 1.987 acres, being Lot 1A, Block 1, out of the Robison Addition, locally addressed as 1914 North 10th Street, Killeen, Texas, from "B-5" (Business District) to "R-1" (Single-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 23, 2025, duly recommended approval of the application for amendment:

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on August 19, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 1.987 acres, being Lot 1A, Block 1, out of the Robison Addition, locally addressed as 1914 North 10th Street,

Killeen, Texas, be changed from "B-5" (Business District) to "R-1" (Single-Family Residential District).

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 5th day of August 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq*.

	APPROVED:
	Debbie Nash-King, MAYOR
ATTEST:	
Laura J. Calcote, CITY SECRETARY	
APPROVED AS TO FORM	
Holli C. Clements, CITY ATTORNEY Case #25-19 Ord. #25	

Letter of Request:

I would like to change the zone from B-5 to residential, there is a house on the property now. I would like to build a single-family home on the property to my wants. I feel that it should bring up the property in this area. It is consisted with Flum it is TN

Mm S.S.Cll

CASE #Z25-19: "B-5" TO "R-1"

PH-25-042 August 5, 2025

Case #Z25-19: "B-5" to "R-1"

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

- Marion Benjamin Bell has submitted a request to rezone the property at 1914 North 10th from "B-5" (Business District) to "R-1" (Single-Family Residential District).
- If approved, the applicant intends to subdivide the lot and construct an additional single-family residence on the property. The proposed rezoning also aligns with the existing residential land use.

4

The subject property is located within the 'Infill & Enhance' (IE) area on the Growth Sector Map and designated as 'Traditional Neighborhood' (TN) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.





Council District: 1
0 200 400
Feet

Zoning Case 2025-19 B-5 TO R-1 Legend



Zoning Case

Case #Z25-19: "B-5" to "R-1"

View of the subject property facing east from North 10th Street:



View facing south on North 10th Street:



Case #Z25-19: "B-5" to "R-1"

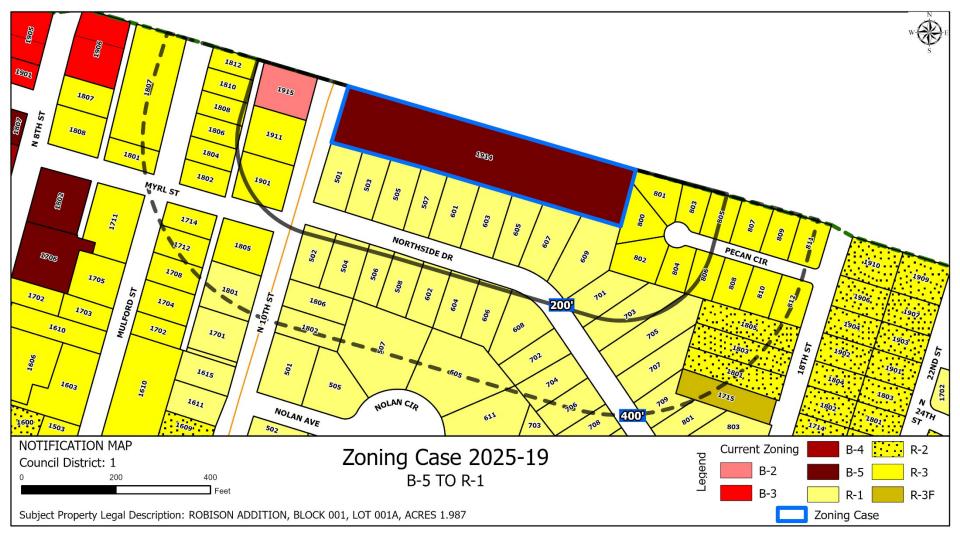
View facing north from the subject property on North 10th Street:



Case #Z25-19: "B-5" to "R-1"

View of the adjacent property to the west across North 10th Street:





Public Notification

- □ Staff notified owners of sixty-five (65) surrounding properties.
- □ To date, staff has received no written responses regarding this request.

Staff Recommendation

- Staff finds that the applicant's request is consistent with the recommendations outlined in the Killeen 2040 Comprehensive Plan.
- Therefore, staff recommends approval of the applicant's request as presented.

Commission Recommendation

At their regular meeting on June 23, 2025, the Planning & Zoning Commission recommended approval of the request by a vote of 8 to 0.



City of Killeen

Staff Report

File Number: DS-25-043

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