



KILLEEN-TEMPLE
METROPOLITAN PLANNING ORGANIZATION

TPPB

**Transportation
Planning Policy Board**

June 17, 2026

Agenda



**Killeen-Temple Metropolitan Planning Organization
Transportation Planning Policy Board (TPPB)**

Wednesday, June 17, 2026

Central Texas Council of Governments Building
2180 North Main Street, Belton, Texas 76513

Regular Meeting: 9:30 A.M.

Virtual Link: [KTMPO TPPB Meeting](#)

Call in Number: [+1 \(872\) 240-3212](#)

Access Code: 756-809-085

AGENDA

1. Call to Order.
2. Opportunity for Public Comment.
3. **Action Item:** Regarding approval of Meeting Minutes from the May 20, 2026, meeting. (*pgs. 5-9*) [Presenter: Bobby Whitson, KTMPO Chair]
4. **Discussion and Action Item:** Regarding nomination and election of TPPB Vice Chair for the remainder of FY2026 (*pgs. 10-11*). [Presenter: Bobby Whitson, KTMPO Chair]
5. **Discussion and Action Item:** Regarding the July TPPB meeting date (*pgs. 12-14*) [Presenter: Uryan Nelson, KTMPO]
6. **Discussion Item:** Regarding amendments to the Transportation Planning Policy Board (TPPB) Bylaws related to the appointment, annual appraisal, and disciplinary actions, including termination of the MPO Director (*pgs. 15-26*). [Presenter: Uryan Nelson, KTMPO]
7. **Discussion Item:** Regarding the updated Metropolitan Planning Agreement between KTMPO, Central Texas Council of Governments (CTCOG), and TxDOT for the upcoming agreement cycle (*pgs. 27-46*). [Presenter: Uryan Nelson, KTMPO]
8. **Discussion Item:** Regarding Draft Category 2, 7, and 9 Fund Balance Policy (*pgs. 47-54*) [Presenter: Kendra Coufal, KTMPO]
9. **Discussion Item:** Regarding Draft Project Phasing Policy (*pgs. 55-59*) [Presenter: Kendra Coufal, KTMPO]
10. **Discussion Item:** Regarding public input received through the previous month (*pgs. 60-61*). [Presenter: Anita Janke, KTMPO]
11. Director's Update: (*pgs. 62-64*). [Presenter: Uryan Nelson, KTMPO]

The Killeen-Temple Metropolitan Planning Organization is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the KTMPO office at 254-770-2200 24 hours in advance if accommodation is needed. Citizens who desire to address the Board on any matter may sign up to do so prior to this meeting. Public comments will be received during this portion of the meeting. Comments are limited to 3 minutes maximum. No discussion or final action will be taken by the Board.

- a) Meeting Schedule;
 - b) Other Updates;
 - c) Air Quality.
12. Member comments. [Presenter: Bobby Whitson, KTMPPO Chair]
13. Adjourn.

Workshop - To Follow Regular Scheduled Meeting (If Needed)
AGENDA

- 1. Call to order.
- 2. Discussion on any KTMPPO items (No action will be taken on items discussed).
- 3. Adjourn.

ITEM #3

Meeting Minutes



**Killeen-Temple Metropolitan Transportation Planning Organization (KTMPPO)
Transportation Planning Policy Board**

Wednesday, May 20, 2026

9:30 AM

Regular Meeting

2180 North Main Street

Belton, TX 76513

Representing	Member	Attended	Alternate Attended
City of Belton	Mayor David Leigh	Y	
City of Copperas Cove	Councilmember Dale Treadway	Y	
City of Harker Heights	Mayor Michael Blomquist	Y	
City of Killeen	Ramon Alvarez	N	
City of Killeen	Vice Chair, Riakos Adams	Y	
City of Killeen	Mayor Joseph Solomon	Y	
City of Temple	Mayor Tim Davis	Y	
City of Temple	Karl Kuykendall	N	
City of Temple	Councilmember Mike Pilkington	Y	
HCTD	Raymond Suarez	Y/A	Darrell Burtner
Bell County	Commissioner Greg Reynolds	N	
Bell County	Chair, Commissioner Bobby Whitson	Y	
Coryell County	Judge Roger Miller	N	
Lampasas County	Commissioner Bobby Carroll	N	
TxDOT – Waco	Stan Swiatek, PE	Y	
TxDOT – Brownwood	Greg Cedillo, PE	N	

*Y= Attended Y/A= Alternate Attended N=Did not attend*denotes online attendance*



Meeting Minutes:

1. **Call to Order:** Commissioner Bobby Whiston called the meeting to order at 9:34 am.
2. **Opportunity for Public Comment:** There were no public comments.
3. **Action Item:** Regarding approval of minutes from the April 15, 2026, meeting.

Riakos Adams made a motion to approve the April 15, 2026, meeting minutes, seconded by Darrell Burtner; the motion passed unanimously.

4. **Discussion and Action Item:** Regarding approval of the Draft FY27-30 Transportation Improvement Program (TIP) and amendments to the 2050 Metropolitan Transportation Plan (MTP) and Public Engagement Plan (PEP).

Callie Tullos, KTMPO Regional Planner, provided an update on the Draft FY27-30 TIP and amendments to the 2050 MTP and PEP. Anita Janke, KTMPO Regional Planner, provided an update on the completion of the public engagement period for the amendments and the public comments received by KTMPO.

Riakos Adams made a motion to approve the Draft FY27-30 Transportation Improvement Program (TIP) and amendments to the 2050 Metropolitan Transportation Plan (MTP) and Public Engagement Plan (PEP), seconded by Mayor David Leigh; the motion passed unanimously.

5. **Discussion and Action Item:** Regarding approval of the Draft Regional Active Transportation Plan (RATP).

Anita Janke, KTMPO Regional Planner, provided an update on the Draft RATP, the completion of the public engagement period, and the public comments received by KTMPO.

Mayor Michael Blomquist made a motion to approve the Draft Regional Active Transportation Plan (RATP), seconded by Councilmember Dale Treadway; the motion passed unanimously.



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6. **Discussion and Action Item:** Regarding approval of Citizen Representative for the Active Transportation Advisory Committee (ATAC).

Anita Janke, KTMPO Regional Planner, provided an update on the request for approval of a new Citizen Representative for ATAC.

Riakos Adams made a motion to approve the Citizen Representative for the Active Transportation Advisory Committee (ATAC), seconded by Councilmember Dale Treadway, the motion passed unanimously.

7. **Discussion Item:** Regarding NHTSA Early Estimates for 2025 Traffic Fatalities.

David Lopez, KTMPO Regional Planner, provided an update on NHTSA Early Estimates for 2025 Traffic Fatalities.

8. **Discussion Item:** Regarding yearly update on Speed Sign Loaner Program usage and presentation of data.

David Lopez, KTMPO Regional Planner, provided an update on Speed Sign Loaner Program usage and presentation of data. Mr. Lopez encouraged the Policy Board to contact staff if their jurisdictions would like to utilize the Speed Sign Loaner Program.

9. **Discussion Item:** Regarding the Draft Federal Certification Report and Acknowledgments.

Uryan Nelson, KTMPO Director, provided an update on the draft Federal Certification Report received by KTMPO, as well as the acknowledgments KTMPO staff received from the Federal Certification Review reviewers following the review.

10. **Discussion Item:** Regarding public input received through previous months.

Anita Janke, KTMPO Regional Planner, provided an update on the public input received through previous months.

11. **Director's Update:**

Uryan Nelson briefed the TPPB on several items, including upcoming meeting dates, AMPO and reauthorization updates, and air quality updates.



12. **Member Comments:**

None.

13. **Adjourn:** The meeting adjourned at 10:34 am.

These meeting minutes were approved by TPPB at their meeting on _____.

ATTEST:

Commissioner Bobby Whitson, Chair

Uryan Nelson, KTMPO Director

ITEM #4

Nomination and Election of
TPPB Vice Chair for FY2026

June 17, 2026

Transportation Planning Policy Board

Agenda Item # 4

Nomination and Election of TPPB Vice Chair for the remainder of FY2026

Background

Due to the outcomes of the May 2026 elections and the subsequent appointment of new representatives by the City of Killeen, Riakos Adams no longer serves as a member of the KTMPO Policy Board and is therefore unable to continue serving as Vice Chair.

KTMPO Bylaws state, "Should the Vice Chairperson be unable to serve, the Chairperson shall call a special election at the next regular, special, or Annual Meeting to fill the office of Vice Chairperson for the remaining portion of the term."

Staff welcomes discussion, nominations, and the election of a Vice Chair to serve the remainder of FY 2026, until the next Chair and Vice Chair elections are held at the Annual Meeting.

City Members	
Entity	Name
City of Belton	Mayor David Leigh
City of Copperas Cove	Councilmember Dale Treadway
City of Harker Heights	Mayor Michael Blomquist
City of Killeen	Councilmember Charles Kimble
City of Killeen	Councilmember Debbie Nash-King
City of Killeen	Mayor Joseph Solomon
City of Temple	Mayor Tim Davis
City of Temple	Councilmember Mike Pilkington
City of Temple	Karl Kuykendall
Hill Country Transit	Raymond Suarez
County Members	
Bell County	Commissioner Greg Reynolds
Coryell County	Judge Roger Miller
Lampasas County	Commissioner Bobby Carroll
TxDOT Members	
Waco District	Stan Swiatek
Brownwood District	Greg Cedillo

Action Needed: Consider nomination and approval of new Vice Chair for the remainder of FY2026.

ITEM #5

July TPPB Meeting Date

June 17, 2026

Transportation Planning Policy Board

Agenda Item # 5

July TPPB Meeting Date

Background

The TxDOT Transportation Planning Conference (PLANCON26) will be held in San Antonio on July 14-16, 2026. KTMPO staff will be attending the conference during this time. As a result, the regularly scheduled TPPB meeting date of July 15, 2026, needs to be moved.

KTMPO staff recommends moving the July 2026 TPPB meeting from July 15, 2026, to July 22, 2026.

A revised meeting calendar is included in the meeting packet for review.

Action Needed: Consider approval of moving the July 2026 TPPB meeting from July 15, 2026, to July 22, 2026.

CY 2026

KTMPO Meeting Calendar

 TAC typically 1st Wednesday of Month

 TPPB typically 3rd Wednesday of Month

January						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
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March						
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29	30	31				

April						
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19	20	21	22	23	24	25
26	27	28	29	30		

May						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

No Meetings Scheduled* August						
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23	24	25	26	27	28	29
30	31					

September						
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20	21	22	23	24	25	26
27	28	29	30			

October						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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No Meetings Scheduled* November						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

No Meetings Scheduled* December						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**If a meeting is needed in the months of August, November, or December, the Policy Board Chair will call a special meeting.*

 TAC
 TPPB

 Holidays
 AMPO Annual Conference

ITEM #6

Amendments to the TPPB Bylaws

Amendments to the TPPB Bylaws

Background

TxDOT recently developed a draft Metropolitan Planning Agreement that further defines the respective roles and responsibilities of the MPO, Fiscal Agent, and TxDOT, including provisions related to the MPO Director. Although TxDOT has notified MPOs that the draft agreement is currently undergoing additional review and refinement, staff believes it is appropriate to discuss potential amendments to the TPPB Bylaws that would align KTMPO's governance framework with the provisions contained in the draft agreement.

The proposed bylaw amendments are intended to clarify the roles, responsibilities, and lines of authority among the TPPB, MPO Director, and Fiscal Agent.

Specifically, the proposed amendments would:

- formally clarify the role of the MPO Fiscal Agent within KTMPO governance;
- clarify the MPO Director's role as the lead staff person for KTMPO;
- establish that the Fiscal Agent has authority related to hiring, supervision, evaluation, and removal of duties of the MPO Director; and
- confirm that this authority must follow the Metropolitan Planning Agreement, the bylaws, and policy direction from the TPPB.

The proposed amendments also provide that, in the event of a conflict between the KTMPO Bylaws and an executed Metropolitan Planning Agreement, the provisions of the Metropolitan Planning Agreement shall govern until such time as the bylaws can be formally amended.

The draft Bylaws are included in the meeting materials for review and discussion. Additional information regarding the draft Metropolitan Planning Agreement is provided under the subsequent agenda item.

Action Needed: No action needed; for discussion only.



Bylaws of the Transportation Planning Policy Board (TPPB)

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*Federally Designated Metropolitan Planning
Organization (MPO) for the Killeen-Temple Urbanized Area Central
Texas*

LATEST REVISION: ~~October 25, 2023~~ June 17, 2026

**Transportation Planning Policy Board
Killeen-Temple Metropolitan Planning Organization**

Articles of Organization

WHEREAS, the Federal Aid Highway Act of 1962 required a continuing, comprehensive transportation planning process carried on cooperatively by the State and local communities of each urban area of more than 50,000 population in order to qualify transportation projects for federal aid; and

WHEREAS, in the Killeen-Temple area the transportation study process was established by agreement among the local governments and the State of Texas for the purpose of developing suitable transportation plans, with the prospectus for the Killeen-Temple Urban Transportation Study (FY 1982-1986) establishing the organization and composition of the Transportation Planning Committee; now called the Transportation Planning Policy Board (TPPB); and

WHEREAS, the Metropolitan Planning Organization shall work for the designated area; and

WHEREAS, the main functions of the Transportation Planning Policy Board shall be to provide policy guidance to the transportation planning process; approve the Metropolitan Transportation Plan (MTP), Transportation Improvement ~~Plan~~-Program (TIP) and the Unified Planning Work Program (UPWP); and promote the implementation of the TIP and UPWP.

Now, THEREFORE, the members of this committee do hereby agree to the purposes stated in these articles of organization and do associate themselves for those purposes.

Name

The name of this committee shall be the Transportation Planning Policy Board for the Killeen-Temple Metropolitan Planning Organization (KTMPPO).

ARTICLE I

Purpose

The Transportation Planning Policy Board provides regional transportation policy guidance for those participating government entities and agencies which comprise the Killeen-Temple metropolitan planning area. See Appendix A.

Code of Ethics

The KTMPO shall adopt an Ethics Policy applicable to both KTMPO committees and employees representing the KTMPO. As stated in Texas Transportation Code, Title 7, Section 472.034, each new employee or official representing the KTMPO shall receive a copy of the Ethics Policy no later than the third business day after the date the person begins employment, or the person qualifies for office. KTMPO staff shall keep a record of the Ethics Policy distribution method.

Membership

Transportation Planning Policy Board

The voting membership of the Transportation Planning Policy Board will be representative of the population makeup of the MPO planning area and will consist of one representative for each city with a population between 10,000 and 40,000, two representatives for cities with populations between 40,000 and 75,000 and three representatives for cities with populations over 75,000 based on population counts from the most recent Decennial census; two representatives for Bell County, one to represent the KTMPO metropolitan planning area boundary prior to the June 17, 2009 expansion and one to represent the KTMPO metropolitan planning area boundary post June 17, 2009 expansion; one representative each for the counties of Coryell and Lampasas; one representative each for TxDOT Waco District and TxDOT Brownwood District, and one representative for Hill Country Transit District. All cities within the KTMPO metropolitan planning area with a population under 10,000 shall be represented by their county or County Commissioners Court appointee. See Appendix A.

*Incarcerated persons shall not count toward the population numbers used to determine jurisdictional/ voting membership in the MPO.

Based upon the most recent completed Decennial Census results, the composition of the Transportation Planning Policy Board (TPPB) voting membership will be as follows:

- | | |
|----------------------------------|-----------|
| a) Killeen | 3 members |
| b) Temple | 3 members |
| c) Copperas Cove | 1 member |
| d) Belton | 1 member |
| e) Harker Heights | 1 member |
| f) Bell County | 2 members |
| g) Coryell County | 1 member |
| h) Lampasas County | 1 member |
| i) Texas Dept. of Transportation | |

- | | |
|--|----------|
| (Waco District) | 1 member |
| j) Texas Dept. of Transportation
(Brownwood District) | 1 member |
| k) Hill Country Transit District | 1 member |

Title 23, U.S.C. Section 134(d) (2) outlined the membership goal stating that Transportation Planning Policy Boards shall consist of elected officials. Therefore, member entities shall appoint elected officials to the Transportation Planning Policy Board. In the event an elected official is unseated from their elected status, their term on the Transportation Planning Policy Board will end at the next Annual Meeting. All Transportation Planning Policy Board members are appointed and may be removed by their Governing Body at any time. The Transportation Planning Policy Board shall provide policy direction to the MPO Director and support the cooperative transportation planning process in accordance with applicable federal and state requirements and the Metropolitan Planning Agreement. Additionally, if a Transportation Planning Policy Board member will be unable to attend a meeting, that member may, in writing, appoint a voting proxy to vote in his stead and be counted for quorum purposes.

Each of the following agencies or offices ~~shall may~~ be represented and shall be referred to by one (1) non-voting member and they shall be referred to as ex-officio members.

- a) Fort ~~Gavazos~~~~Hood~~ Military Installation
- b) State Senators, State Representatives, and US Representatives serving the KTMPO area
- c) Federal Highway Administration
- d) Federal Transit Administration
- e) ~~Texas Air Control Board~~Texas Commission on Environmental Quality
- f) Federal Aviation Administration
- g) Airport Managers-Killeen and Temple
- h) Central Texas Council of Governments
- i) Others, as may be appropriate

Cities within the planning area with a population of under 10,000 (presently Nolanville, Troy, Little River/Academy, Kempner, Village of Salado, Bartlett, Holland, Rogers, and Morgan's Point Resort) shall be represented by their County Transportation Planning Policy Board member. However, they will be encouraged to attend all meetings and to participate in deliberations.

Individuals serving on this Policy Board shall be designated in writing by the following:

- | | |
|---|--|
| ➤ County Members | County Commissioners Court |
| ➤ TxDOT Districts | Waco and Brownwood District Engineers |
| ➤ City Members | Mayor, City Council or Manager as designated by the Governing Body |
| ➤ Transit Member | Hill Country Transit District Board of Directors |
| ➤ Fort Gavazos Hood | III Corps Commander or his/her designee |

MPO Director and Fiscal/Staffing Agent

The Central Texas Council of Governments (CTCOG) shall serve as the Fiscal and Staffing Agent for the KTMPO unless otherwise designated by the Transportation Planning Policy Board.

The MPO Director shall serve as the lead staff person for the KTMO and shall oversee the metropolitan transportation planning process and implementation of Transportation Planning Policy Board actions.

The MPO Fiscal/Staffing Agent shall exercise the authority to appoint, direct, evaluate, and relinquish duties of the MPO Director in accordance with the Metropolitan Planning Agreement, these bylaws, and policy direction provided by the Transportation Planning Policy Board.

The MPO Fiscal/Staffing Agent shall provide administrative, financial, human resource services, and procurement support necessary for KTMO operations and activities.

The MPO Director shall coordinate with the Transportation Planning Policy Board, MPO Fiscal/Staffing Agent, TxDOT, local governments, transit agencies, and other regional partners in carrying out KTMO responsibilities.

The MPO Director or his/her designee shall provide updated organizational and staffing information to TxDOT as required by the Metropolitan Planning Agreement.

Technical Advisory Committee

There shall be a Technical Advisory Committee formed, whose purpose will be to review technical issues and develop preferred technical alternatives for Policy Board action. The membership of this committee is as follows:

The following entities shall have one voting seat on the Technical Advisory Committee: Killeen, Temple, Copperas Cove, Belton, Harker Heights, Bell County, Coryell County, Lampasas County, Hill Country Transit District, TxDOT-Waco District, TxDOT-Brownwood District, and a Small and Rural Representative from one of the jurisdictions with a population of under 10,000.

The Small and Rural Representative shall be nominated in writing by their local jurisdiction, and formally approved by the Transportation Planning Policy Board at each annual meeting. Should the Policy Board receive more than one nomination for this representative, the Policy Board shall make the final determination as to which individual will serve in this capacity.

The following entities shall have one non-voting seat on the Technical Advisory Committee: Nolanville, Troy, Little River/Academy, Morgan's Point Resort, Village of Salado, Kempner, Bartlett, Holland, Rogers, Fort CavazosHood, Federal Highway's Administration, Federal Transit Administration, and KTMO Staff. TxDOT may appoint up to two non-voting members.

Individuals serving on this Technical Advisory Committee shall be designated in writing by the following:

- | | |
|--------------------|--|
| ➤ County Members | County Commissioner's Court |
| ➤ TxDOT Districts | Waco and Brownwood District Engineers |
| ➤ City Members | Mayor, City Council or Manager as designated by the Governing Body |
| ➤ Transit Member | Hill Country Transit District Board of Directors |
| ➤ Fort CavazosHood | III Corps Commander or his/her designee |

Alternates will be allowed to vote in the place of the member they are representing provided they are designated in writing prior to the start of any Technical Committee Meeting.

The Chairperson of the Technical Advisory Committee will be the MPO Director or his/her designee who shall preside over all meetings of the Technical Advisory Committee.

Other Sub-committees may be established by the Transportation Planning Policy Board chairman as deemed necessary, including specifying the membership and duration of each. Transportation Planning Policy Board members and Technical Advisory Committee members may be designated for sub-committee membership.

Meetings

A. Frequency

Meetings will be called on a schedule to be determined by a majority vote of the members as necessary, with at least four public meetings per year. The Annual Meeting will normally be held no later than September 30th of each year.

B. Method of Calling Meetings

1. The chairperson may call meetings.
2. Any five (5) members may request that a meeting be called by written request to the Chairperson.

C. Meeting Notices

The MPO Director or his/her designee will be responsible for all meeting notices and publicity. Specifics of the meeting will be provided to each Transportation Planning Policy Board member in writing and to the general public in accordance with the provisions of the Texas Open Meetings ~~Act~~^{Law}. The Transportation Planning Policy Board members will be notified of all meetings at least three (3) days prior to the meeting, other than emergency meetings which will be called in accordance with the ~~open-meeting-act~~^{Open Meetings Act}.

D. Meeting Facilities

It will be the responsibility of the ~~K~~^TMPO Director or his/her designee to make arrangements for the meeting place.

E. Date and Time of Meetings

If the date is different than the dates established in the currently approved Public Participation Plan, it will be the responsibility of the ~~K~~^TMPO Director or his/her designee to poll the membership to select a date and time for the meeting that would be convenient for the majority of the members.

F. Minutes

The ~~KTMPO~~ Director or his/her designee shall keep a record of the proceedings of the board. These minutes will be recorded ~~electronically on tape~~ and summarized in writing.

Vote of the Membership

Each member shall have one (1) vote.

A simple majority vote of the quorum will be sufficient to authorize action.

The vote will be open (show of hands or voice).

The ~~KTMPO~~ Director or his/her designee will serve to validate membership credentials.

Quorum

Fifty percent plus one of the voting members or their alternates, with a minimum of representatives from four (4) voting membership entities or agencies, will constitute a quorum.

Special Circumstances

A. In times of a declared disaster or emergency impacting the KTMPO region, the ~~KTMPO~~ Director and CTCOG ~~Executive~~ Director ~~will may~~ take action on KTMPO matters which will be ratified by the KTMPO Policy Board following the lifting of the disaster or emergency declaration.

B. In times of a declared disaster or emergency impacting the KTMPO, special called meetings may be held and action taken via conference call with a quorum of fifty percent plus one of the voting members or their alternates, with a minimum of four (4) membership entities or agencies.

ARTICLE II

Officers

A. Chairperson

The Chairperson shall be chosen by a simple majority vote of the membership present at the election with a quorum established. The Chairperson shall perform the duties usually assigned to the office, such as; preside over all meetings of this committee; be an ex-officio member of any subcommittee formed within this body; and vote as a regular member of the board.

B. Vice Chairperson

The Vice Chairperson shall be chosen by a simple majority vote of the membership present at the election with a quorum established. In the absence of, or in case of the inability of the Chairperson to act, it shall be the duty of the Vice Chairperson to perform all the duties of the Chairperson.

Term of Office

Both the Chairperson and the Vice Chairperson shall serve one (1) year terms and may not succeed themselves in those offices more than once. The term of office shall run from October 1st of the year of the election through September 30th of the following year.

Time of Election

The officer election will be held at the Annual Meeting every year.

Special Elections

In the event that the Chairperson is unable to serve, the Vice Chairperson shall assume the office of Chairperson and call a special election at the next regular, special, or Annual Meeting to fill the office of Vice Chairperson for the remaining portion of the term. Should the Vice Chairperson be unable to serve, the Chairperson shall call a special election at the next regular, special or Annual Meeting to fill the office of Vice Chairperson for the remaining portion of the term. If both the Chairperson and Vice Chairperson are unable to serve, the MPO Director or his/her designee shall call a special election at the next regular, special or Annual Meeting to fill these vacancies for the remaining portion of the term.

ARTICLE III

Amendments

These bylaws may be amended by a two-thirds affirmative vote of the membership present and voting at any regular, special or Annual Meeting of the members, provided that official notice of the proposed amendment is included in the agenda packets in advance of the scheduled meeting and a quorum is established.

In the event of a conflict between these bylaws and an executed Metropolitan Planning Agreement required by federal or state law, the applicable provisions of the Metropolitan Planning Agreement shall prevail until these bylaws can be formally amended.

Required Review

These bylaws shall be reviewed every 5 years, within 6 months of the release of relevant census data, and membership evaluated to ensure it is representative of the MPO Planning Region. Between Decennial Census count, data retrieved from the American Community Survey will be used.

These bylaws shall be reviewed following any expansion of the MPO boundary to ensure adequate representation.

These bylaws shall also be reviewed following significant changes to federal or state metropolitan transportation planning requirements.

APPROVED

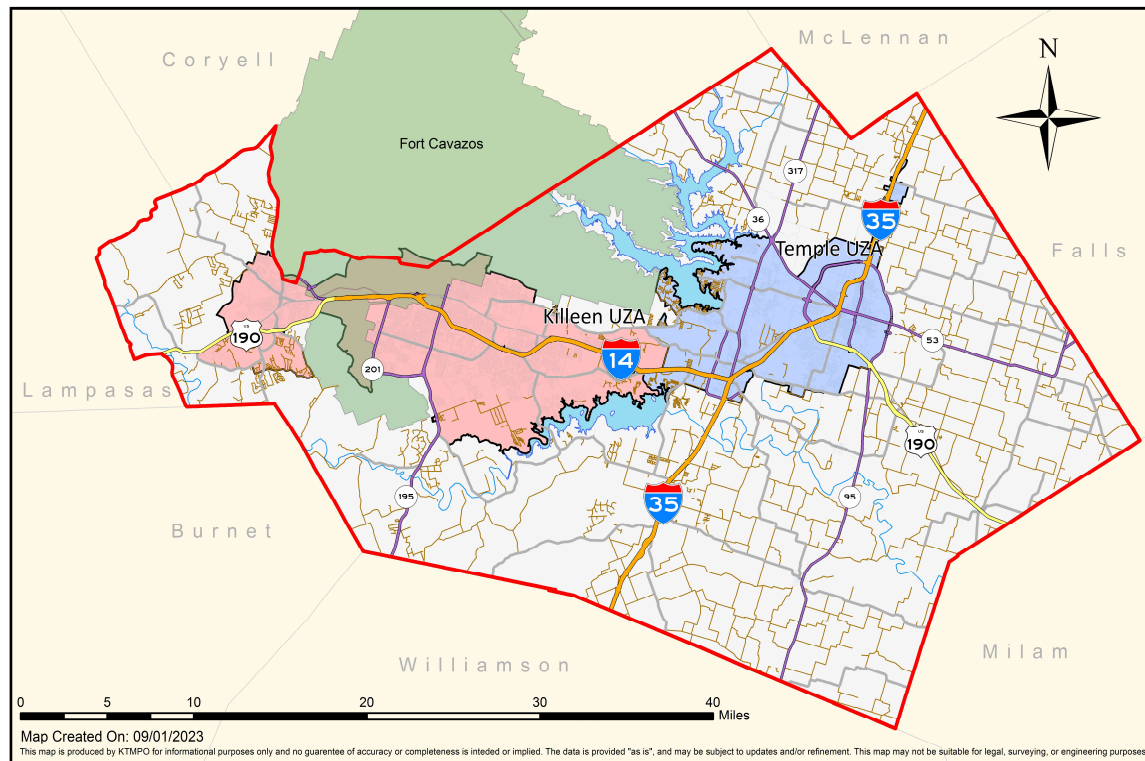
These bylaws were approved by a two-thirds affirmative vote of the voting members of the Transportation Planning Policy Board with a quorum present on _____.

Bobby Whitson, Bell County Commissioner
Chairperson

Uryan Nelson
KTMPD Director

APPENDIX A

KTMPO Metropolitan Planning Area



Legend

- KTMPO Planning Boundary
- Fort Cavazos
- Temple Urbanized Areas
- Killeen Urbanized Area
- Interstate Highways
- US Highway
- State Highways
- Farm-to-Market Road
- County Roads

ITEM #7

Updated Metropolitan Planning
Agreement between KTMPO,
CTCOG, and TxDOT

Metropolitan Planning Agreement

Background

Following TxDOT's initial draft Metropolitan Planning Agreement, TxDOT notified MPOs that it is conducting further review of the document and is not prepared to execute the previously circulated version at this time.

The draft agreement is intended to clarify the respective roles and responsibilities of the MPO, Fiscal Agent, and TxDOT in the metropolitan transportation planning process. TxDOT has confirmed that existing planning agreements will remain in effect through September 2027 while the proposed agreement undergoes further review.

The draft agreement and TxDOT's recent correspondence are included in the meeting materials for informational purposes. Staff welcomes discussion and feedback from the Policy Board.

Action Needed: No action needed; for discussion only.

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STATE OF TEXAS §

COUNTY OF TRAVIS §

METROPOLITAN PLANNING AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “Department,” **{Name of MPO}** (MPO), and **{Name of Fiscal Agent}**, which serves as the Fiscal Agent for the MPO.

W I T N E S S E T H

WHEREAS, 23 United States Code (USC) §134 and 49 USC §5303 require that MPOs, in cooperation with the Department and transit agencies, develop transportation plans and programs for urban areas of the State; and

WHEREAS, 23 Code of Federal Regulations (CFR) §450.314 requires the MPO, State, and public transportation operators within each metropolitan planning area (MPA) to enter into a written agreement to clearly identify the responsibilities of the parties in carrying out the metropolitan planning process; and

WHEREAS, 23 USC §104(d) authorizes Metropolitan Planning funds and 49 USC §5305 authorizes funds to be made available to MPOs to support the urban transportation planning process; and

WHEREAS, the Department participates in the Consolidated Planning Grant program in which federal transit planning funds authorized under 49 USC §5305 are transferred to the Federal Highway Administration (FHWA), combined with additional federal funds, and distributed to the state as a single distribution; and

WHEREAS, the federal share payable for authorized activities using the Consolidated Planning Grant funds, also known as Transportation Planning Funds (TPF), is eighty percent (80%) of allowable costs; and

WHEREAS, Texas Transportation Code §221.003 authorizes the Department to expend federal and state funds for improvements to the state highway system; and

WHEREAS, Texas Transportation Code §201.703 authorizes the Department to expend federal funds and to provide state matching funds for allowable costs necessary for the improvement of roads not in the state highway system; and

WHEREAS, this agreement outlines the requirements and responsibilities of the parties for federal reimbursement using TPF and other federal transportation funds that may be used for

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planning (e.g., Surface Transportation Program, National Highway System, Congestion Mitigation and Air Quality, etc.); and

WHEREAS, an area equal to or larger than the above-mentioned urban area(s) has been delineated in accordance with federal and state guidelines where required metropolitan transportation planning activities may take place; and

WHEREAS, 23 CFR §420.117 requires that in accordance with 49 CFR §18.40, the Department shall monitor all activities performed by its staff or by Subrecipients with FHWA planning and research funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met;

NOW, THEREFORE, it is agreed as follows:

A G R E E M E N T

Article 1. Definitions

- A. **Department** – Texas Department of Transportation acting on behalf of the State of Texas.
- B. **Federal Fiscal Year** – A twelve-month period commencing on October 1 of each calendar year and ending on September 30 of the following calendar year, inclusive of both dates.
- C. **Fiscal Agent** – The third-party entity that accepts and is responsible for providing various financial, grants, and administrative duties on behalf of the MPO.
- D. **Metropolitan Planning Area (MPA)** – The geographic area and boundaries cooperatively determined by agreement between the metropolitan planning organization and the Governor under 23 CFR §450.312 as the subject area for conducting the metropolitan planning process as required by 23 USC §134 and 49 USC §§5303-5306.
- E. **Metropolitan Planning Organization (MPO)** – The policy-making body, often referred to as the policy board, policy committee, or regional transportation council designated under 23 USC §134, 49 USC §5303, and Texas Transportation Code §472.031, responsible for overseeing the metropolitan transportation planning process, establishing overall transportation policy for the MPO, and making necessary approvals. The MPO consists of governmental agencies and any additional agencies or organizations added, as specified in the MPO's bylaws, as amended.
- F. **Nonattainment Area** – A geographic area as defined in 42 USC §7501 under section 107 of the Clean Air Act that does not meet the national primary or secondary ambient air quality standard for the air pollutant for which a national ambient air quality standard exists.
- G. **MPO Director** – The MPO's lead staff member responsible for overseeing the planning process and implementing the MPO's goals and policies. This role includes supporting and reporting to the MPO governing body, as well as interacting with local, state, and federal agencies. The MPO Director may also be referred to as the Executive Director or a similar title, as specified in the MPO bylaws, as amended.
- H. **Pass-Through Entity** – A non-federal entity that provides a Subaward to a Subrecipient to carry out part of a federal program as defined in 2 CFR §200.1, as amended.
- I. **State Fiscal Year** – A twelve-month period commencing on September 1 of each calendar year and ending on August 31 of the following calendar year, inclusive of both dates.

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- J. **Subaward** – As defined in 2 CFR §200.1, as amended, an award provided by a pass-through entity to a Subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A Subaward may be provided through any form of legal agreement consistent with criteria in 2 CFR §200.331, including an agreement the pass-through entity considers a contract.
- K. **Subcontractor** – An entity that receives a subcontract.
- L. **Subrecipient** – As defined in 2 CFR §200.1, as amended, a non-federal entity that receives a Subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- M. **Transportation Management Area (TMA)** – An urban area with a population over 200,000, as defined by the Bureau of the Census and designated by the Secretary of the U.S. Department of Transportation (USDOT), or upon special request from the Governor and the MPO designated for the area as described in 49 USC 5303(k), as amended.
- N. **Transportation Planning Funds (TPF)** – In accordance with 23 CFR Part 420, FHWA Metropolitan Planning (PL-112) funds and Federal Transit Administration (FTA) Section 5303 (§5303) funds provided by the Department to MPOs to carry out metropolitan planning provisions under 23 USC §134. TPF are allocated through a distribution formula developed by the Department and approved by FHWA. At the federal level, TPF are referred to as Consolidated Planning Grants.

Article 2. Agreement Period

- A. This Agreement becomes effective when signed by all parties making the agreement fully executed. The Department shall not continue its obligation to the MPO under this agreement if: the MPO designation is withdrawn; federal funds cease to become available; or the agreement is superseded, terminated, or expired.
- B. This Agreement expires on **August 31, 2031**. No fewer than one hundred and twenty (120) days before the expiration date, the Department may, at its sole discretion, exercise in writing an option to extend the agreement by a period of no more than two years. The Department may exercise this option no more than two times. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or new agreement is required, a letter from the Department to the MPO shall constitute renewal of this agreement subject to all terms and conditions specified in this agreement. However, an amendment or a new agreement may be executed, if necessary.

Article 3. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Article 4. Responsibilities of the Department

The responsibilities of the Department are as follows:

- A. Assist in the development of the Unified Planning Work Program (UPWP), approve the format of work programs submitted by the MPO, and, where required by federal law or regulation, monitor the MPO's performance of activities and expenditure of funds under a UPWP. Where monitoring is not required, the Department is responsible for reviewing the

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MPO's activities and expenditure of funds and will comment on and make suggestions relating to those activities and expenditures.

- B. Develop a timeline for development of the UPWP, Annual Performance and Expenditure Report (APER), and Transportation Improvement Program (TIP) by the MPO. In consultation with the MPOs, establish a standard format for each to be used by all MPOs in accordance with Texas Administrative Code (TAC), Title 43, §§16.52 and 16.101.
- C. Make available to the MPO its share of all TPF and provide any non-federal match authorized by the Texas Transportation Commission. The Department will distribute TPF to the MPO based on a formula developed by the Department, in consultation with the MPOs, and approved by FHWA, FTA, and other applicable federal agencies.
- D. Provide to the MPO, as appropriate, technical assistance and guidance for the collection, processing, and forecasting of socio-economic data needed for the development of traffic forecasts, plans, programs, and planning proposals within the MPA, including collecting, processing, and forecasting vehicular travel volume data in cooperation with the MPO, as appropriate.
- E. Jointly promote with the MPO the development of the intermodal transportation system within the MPA by identifying points in the system where access, connectivity, and coordination between the modes and inter-urban facilities would benefit the entire system.
- F. Share with the MPO information, data, and sources to assist the MPO in carrying out required planning activities, including but not limited to the development of financial plans and future funding estimates.
- G. Cooperatively develop and share information with the MPO related to transportation performance data, the selection of performance targets, the reporting of performance targets, tracking progress toward attainment of critical regional outcomes, and the collection of data for the State asset management plan for the National Highway System (NHS).
- H. Provide the MPO with an updated organizational chart reflecting any changes to, and contact information for, planning personnel assigned to support the MPO in a timely manner.
- I. Provide oversight in cooperation with the MPO on federal awards, including monitoring the activities of the MPO under federal awards to ensure compliance with all requirements and in meeting performance expectations.
- J. Ensure sufficient processes are in place to monitor Subrecipients in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This includes:
 1. Evaluating Subrecipient's risk of non-compliance,
 2. Monitoring Subrecipient activities, and
 3. Verifying Subrecipients are audited as required by 2 CFR Part 200 and Article 12 (Single Audit Report) of this Agreement.
- K. Ensure that Subrecipients of federal funds comply with federal statutes, regulations, and the terms and conditions of the Subaward.
- L. Evaluate each Subrecipient's fraud risk and risk of noncompliance with a Subaward to determine the appropriate Subrecipient monitoring described in 2 CFR Part 200.

Article 5. Responsibilities of the MPO

The MPO is the policy-making body, often referred to as the policy board, policy committee, or regional transportation council as defined above, and is the organization created to ensure that the comprehensive performance-based multimodal transportation planning process is based on

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a continuing, cooperative, and comprehensive (commonly referred to as the 3C) planning process.

The responsibilities of the MPO are as follows:

- A. Ensure that all state and federally required metropolitan planning and programming activities are carried out in accordance with applicable laws and regulations, as amended, including but not limited to those set forth in:
 1. 23 USC §134. Metropolitan transportation planning
 2. 23 USC §135. Statewide and nonmetropolitan transportation planning
 3. 49 USC §5303. Metropolitan transportation planning
 4. 49 USC §5326. Transit asset management (c) Performance Measures and Targets
 5. 49 USC §5329. Public transportation safety program (d) Public Transportation Agency Safety Plan
 6. 23 CFR Part 420 Planning and Research Program Administration
 7. 23 CFR Part 450 Planning Assistance and Standards
 8. 23 CFR Part 490 National Performance Management Measures
 9. 43 TAC Part 1 Chapter 16 Subchapter B Transportation Planning, and Subchapter C Transportation Programs
 10. Transportation Code §201.9911 Planning Organization 10-Year Plan
- B. Use funds provided in accordance with this Agreement to develop and maintain a comprehensive regional transportation planning program, including but not limited to the development of financial plans, in accordance with federal and state laws and regulations, including the requirements of the Texas Comptroller of Public Accounts Texas Grant Management Standards (TxGMS).
- C. To prevent plan or program lapses and meet update frequencies or schedules, the MPO shall initiate development well in advance of lapse dates. Furthermore, the MPO shall coordinate with the Department, notify them and their stakeholders of any anticipated lapse dates, and implement corrective actions to mitigate or prevent impacts due to delays.
- D. Produce the following, as applicable, in coordination with the Department ensuring adherence to applicable requirements and regulations in a professional, orderly, and timely manner accurately reflecting high standards of work:
 1. Metropolitan Transportation Plan (MTP)
 2. 10-Year Transportation Plan
 3. Transportation Improvement Program (TIP)
 4. Unified Planning Work Program (UPWP)
 5. Public Participation Plan (PPP)
 6. Congestion Management Process (CMP), if the MPO is within a Transportation Management Area (TMA)
 7. MPA boundary designation
 8. Other planning documents as may be required by the Department or state or federal laws or regulations
- E. Produce or develop the following, as applicable, in coordination with the Department in a professional, orderly, and timely manner accurately reflecting high standards of work:
 1. Annual Listing of Obligated Projects (ALOP or APL)
 2. Annual Performance and Expenditures Report (APER)

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3. Congestion Mitigation and Air Quality Improvement Program (CMAQ) Annual Report, if applicable
 4. Transportation Alternatives Annual Report, if applicable
 5. Performance Measures targets, which may include adoption of the State's targets or MPO specific targets
 6. Other reports as may be required by the Department or state or federal laws or regulations
- F. Provide an explanation in the APER if task expenditures exceed or fall short of the budgeted task amount by twenty-five percent (25%) or more.
 - G. Provide planning policy direction to the MPO director, as the lead MPO staff person, and ensure MPO duties are carried out in a cooperative manner.
 - H. Assemble and maintain an adequate, competent staff, including an MPO director, with the knowledge, skills, abilities, and experience to perform all MPO activities required by law. The MPO shall provide the Department with an updated organizational chart and contact information following any lead personnel changes in a timely manner.
 - I. Ensure accurate charging, including MPO staff hours, vacation, sick and other forms of paid leave.
 - J. Exercise the authority to appoint, direct, evaluate, and relinquish duties of the MPO director in accordance with the MPO bylaws and this Agreement. If the MPO bylaws do not address this responsibility, this Agreement shall take precedence. If the MPO bylaws assign this responsibility to a different entity, the MPO bylaws shall prevail.
 - K. Forecast, collect, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with the Department.
 - L. Share information and resources with the Department and appropriate stakeholders concerning transportation planning issues.
 - M. Participate in other related planning efforts and studies with the Department and other regional partners.
 - N. Ensure the settlement of all contractual and administrative issues arising out of procurement entered into in support of work under this Agreement.
 - O. Monitor the activities of the MPO staff and Subcontractors under the federal award to ensure compliance with all requirements and performance expectations.

Article 6. Responsibilities of the Fiscal Agent

The responsibilities of the Fiscal Agent are as follows:

- A. Maintain required accounting records for state and federal funds consistent with federal and state record retention requirements.
- B. Make available funding approved in the UPWP to ensure the MPO can fulfill its obligations in this Agreement.
- C. Provide human resource services to the MPO in a timely manner to ensure the MPO can fulfill its obligations in this agreement.
- D. Provide benefits for the MPO staff that shall be the same as the Fiscal Agent normally provides its own employees; or as determined through an agreement between the MPO and the Fiscal Agent. Costs incurred by the Fiscal Agent for these benefits may be reimbursed by the MPO, in accordance with federal and state laws, rules, and regulations.

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- E. Establish procedures and policies for procurement and purchasing by or for the MPO, in cooperation with the MPO, and subject to prior approval by the Department, including any subsequent updates.

Article 7. Unified Planning Work Program (UPWP)

- A. The MPO shall annually or biennially develop and submit an approved UPWP and any subsequent amendments to the Department that meet federal and state requirements in accordance with the Department's established format and timeline.
- B. A UPWP submitted in a format other than the standard format developed by the Department will not be approved.
- C. Failure to adhere to the timeline developed by the Department may result in a delay in the authorization for the MPO to incur costs.
- D. The UPWP shall include:
 - 1. Goals, objectives, and tasks required by each of the agencies involved in the metropolitan transportation planning process.
 - 2. Transportation planning work tasks to be funded by federal, state, or local planning funds.
 - 3. A description of all planning work within the MPA and the resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds for a period of one (1) year or two (2) years unless otherwise agreed to by the Department and the MPO. The UPWP shall reflect only that work that can be accomplished during the time period of the UPWP.
- E. The MPO may engage with other agencies, non-profit organizations, or contractors for specific UPWP elements pursuant to 23 CFR Part 450.
- F. The use of MPO staff time in a UPWP product or task shall be clearly described in the UPWP, accounting for administrative tasks with details for staff roles and responsibilities.
- G. The MPO shall approve the UPWP and any subsequent revisions, and shall not delegate the approval authority, except for corrective actions. Corrective actions are those that do not change the scope of work, result in an increase or decrease in the amount of task funding, or affect the overall budget. Examples of corrective actions include typographical, grammatical, or syntax corrections.
- H. The effective date of each UPWP will be October 1st of each year or the date of approval from the appropriate oversight agency, whichever occurs later. On that date, the UPWP shall constitute a new federal project and shall supersede the previous UPWP.
- I. The MPO shall not incur any costs for work outlined in the UPWP or any subsequent amendments (i.e., adding new work tasks or changing the scope of existing work tasks) prior to receiving approval from the Department. Any costs incurred prior to receiving Department approval or not included in the approved UPWP are not eligible for reimbursement from TPF.
- J. The use of TPF shall be limited to transportation planning activities affecting the transportation system within the boundaries of a designated MPA. Costs incurred for transportation planning activities outside the boundaries of a designated MPA are not eligible for reimbursement unless an MPO determines that data collection and analysis activities relating to land use, demographics, or traffic or travel information conducted outside its boundaries affects the transportation system within its boundaries and the activities are specifically identified in the MPO's approved UPWP.

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- K. The use of TPF is limited to corridor/subarea level planning or multimodal or system-wide transit planning studies. Major investment studies and environmental studies are considered corridor level planning. Use of TPF by the MPO for engineering plans, specifications, and estimates (PS&E) and construction administration is not allowed unless otherwise authorized by federal law or regulation and in cooperative agreement with the Department.
- L. Costs incurred by the MPO shall not exceed the total budgeted amount of the UPWP without prior approval of the MPO and the Department. Costs incurred on individual work tasks shall not exceed that task budget by twenty-five percent (25%) without prior approval of the MPO and the Department. If the costs exceed 25% of the task budget, the UPWP shall be revised, approved by the MPO, and submitted to the Department for approval.
- M. Travel outside the State of Texas by MPO staff and other agencies participating in the MPO planning process must be approved by the Department if funded with TPF. The MPO must receive approval prior to incurring any costs associated with the actual travel (e.g., registration fee). This provision will not apply if the travel is at the request of the Department. Travel to the State of Arkansas by the Texarkana MPO staff and travel to the State of New Mexico by the El Paso MPO staff shall be treated as in-state travel if applicable.
- N. The cost of travel incurred by elected officials serving on the MPO for MPO-related business is eligible for reimbursement with TPF.
- O. The Department closely monitors progress of the UPWP. If the Department finds that the MPO is not making adequate progress toward fulfilling the work program, it may request mitigating actions.
- P. Should any conflict be discovered between the terms of this agreement and the UPWP, the terms of this Agreement shall prevail.

Article 8. Compensation

The Department's reimbursement of any cost incurred under this Agreement is contingent upon all of the following:

- A. Federal funds are available to the Department in a sufficient amount for making payments.
- B. The incurred cost is authorized in the UPWP. The maximum amount payable under this Agreement shall not exceed the total budgeted amount.
- C. The cost has actually been incurred by the MPO and meets the following criteria:
 - 1. Is verifiable from MPO records;
 - 2. Is not included as match funds for any other federally assisted program;
 - 3. Is necessary and reasonable for the proper and efficient accomplishment of program objectives;
 - 4. Is allowable under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the state's TxGMS; and
 - 5. Is not paid by the Department or federal government under another assistance program unless authorized to be used as match under the other federal or state agreement and the laws and regulations to which it is subject.
- D. After October 1st of each year, the Department will issue a work order to the MPO establishing the effective date of work and the total funds authorized. If the UPWP is subsequently revised, necessitating a revision to the original work order, or the Department deems a revision necessary, a revised work order may be issued at any time throughout the federal fiscal year. If the amount in the UPWP differs from the amount in the work order, the amount in the work order prevails.

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- E. The MPO is authorized to submit requests for reimbursement (RFR) of authorized costs incurred under this Agreement no more than fifteen (15) times a year and no less than monthly as expenses occur. Each RFR shall be submitted in a manner and format specified to the Department. An RFR submitted in a format other than the standard format developed by the Department will not be accepted.
- F. The MPO shall submit the final RFR from the previous federal fiscal year to the Department no later than ninety (90) days after the end of the federal fiscal year. Any RFRs submitted more than ninety (90) days after the end of the fiscal year in which the funds have been de-obligated will be processed against the current federal fiscal year's UPWP.
- G. Reimbursement of costs is contingent upon compliance with the terms of Article 5 (Responsibilities of the MPO) of this Agreement. Noncompliance may result in cancellation of authorized work and suspension of reimbursements after a thirty (30) day notification by the Department to the MPO.
- H. A compliant RFR shall be reimbursed by the Department to the MPO within fifteen (15) business days of submission.
- I. If corrections are needed to the RFR, including but not limited to mistakes or missing information, the Department will notify the MPO that the RFR has been rejected and provide an explanation within fifteen (15) business days of submission. The Department may coordinate with the MPO to resolve any discrepancies or inconsistencies.
- J. A corrected invoice for an RFR that was previously submitted, whether the original RFR was rejected or under review, will restart the fifteen (15) business day review period for the Department to reimburse an MPO.
- K. The MPO shall be responsible for any funds determined to be ineligible for federal reimbursement and shall reimburse the Department the amount of those funds previously provided to it by the Department.
- L. The Department's acceptance of an invoice does not constitute approval or acceptance of work performed nor work products.

Article 9. Procurement and Property Management Standards

- A. The parties to this Agreement shall adhere to the procurement standards in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the state's TxGMS. The Department must pre-approve the MPO's procurement procedures for purchases to be eligible for state or federal funds.
- B. The MPO agrees to comply with applicable Build America, Buy America requirements set forth in the Infrastructure Investment and Jobs Act (Pub. Law 117-58), 23 USC §313, 23 CFR §635.410, 49 CFR Part 661, and 2 CFR Part 184, Buy America Preferences for Infrastructure Projects.
- C. The Subrecipient shall pay invoices to vendors within thirty (30) days of receipt in accordance with Texas Government Code §2251.021.

Article 10. Subcontracts

- A. Any subcontract for services in implementing any tasks specified in the UPWP, rendered by individuals or organizations not a part of the MPO, shall not be executed without prior authorization and approval of the subcontract by the Department and, when federal funds are involved, the USDOT. All work in the subcontract is subject to the state's TxGMS. If the work for the subcontract is authorized in the current approved UPWP, and if the MPO's

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procurement procedures for negotiated contracts have been approved by the Department either directly or through self-certification by the MPO, the subcontract shall be deemed to be authorized and approved, provided that the subcontract includes all provisions required by the Department and the USDOT.

- B. Subcontracts exceeding \$10,000 shall contain all required provisions of this Agreement.
- C. No subcontract will relieve the MPO of its responsibility under this Agreement.
- D. Subcontractors shall comply with the Fiscal Agent procurement policy and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article 11. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.
- B. The MPO or Fiscal Agent, as applicable, agrees that it shall annually obtain and provide to the Department a Unique Entity Identifier (UEI), or the Entity ID, a unique twelve-character alphanumeric ID that allows the federal government to track the distribution of federal money.

Article 12. Single Audit Report

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$1,000,000 or more are met during the federal fiscal year, the MPO must submit a Single Audit Report and Management Letter (if applicable) to the Department's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact the Department's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the federal fiscal year, the MPO must submit a statement to the Department's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the UPWP remains open for federal funding expenditures, the MPO will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of this Agreement, unless otherwise amended or the UPWP has been formally closed out and no charges have been incurred within the current federal fiscal year.

Article 13. Inspection of Work and Retention of Documents

- A. The Department, and USDOT when federal funds are involved, and their authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises on which it is being performed.
- B. If any inspection or evaluation is made on the premises of the MPO or a Subcontractor, the MPO shall provide or require its Subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their

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duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

- C. The MPO agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed under this Agreement and shall make those materials available at its office during the time period covered and for seven (7) years from the date of final payment under the UPWP, or as required under the Texas State Records Retention Schedule, as amended. A state record may not be destroyed if its retention period has expired or expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record; its destruction shall not occur until the completion of the action and the resolution of all issues. Within fifteen (15) business days of receiving notice from the Department, these materials shall be made available for inspection by the Department, the USDOT, the Office of the Inspector General of the USDOT, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
- D. The state auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit under the state's TxGMS.

Article 14. Non-Collusion

The MPO shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the MPO, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the MPO, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the MPO breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

Article 15. Force Majeure

Except with respect to defaults of Subcontractors, the MPO shall not be in default by reason of failure in performance of this Agreement in accordance with its terms (including any failure by the MPO to progress in the performance of the work) if that failure arises out of causes beyond the control, and without the fault or negligence, of the MPO. Those causes may include, but are not limited, to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the MPO.

Article 16. Remedies

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This Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 17. Gratuities

- A. Employees of the Department or the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the Department or the MPO under this Agreement.
- B. Any person doing business with, or who may do business with the Department or the MPO under this Agreement, may not make any offer of benefits, gifts, or favors to the Department or the MPO employees. Failure on the part of the Department or the MPO to adhere to this policy may result in termination of this Agreement.

Article 18. Compliance with Laws

The parties to this Agreement shall comply with all applicable federal and state laws, statutes, rules, and regulations, as well as the orders and decrees of any courts or administrative bodies or tribunals, as may be amended from time to time, in any matter affecting the performance of this Agreement. This includes, but is not limited to, compliance with workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations, civil rights compliance, nondiscrimination, and equal opportunity statutes and authorities. When required, the MPO shall furnish the Department with satisfactory proof of its compliance.

Article 19. Debarment Certifications

The MPO is prohibited from making any award or permitting any award at any tier to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. By executing this Agreement, the MPO certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. The MPO shall require any party to a subcontract or purchase order awarded under this agreement as specified in 49 CFR Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification. The MPO shall verify with the Comptroller of Public Accounts and System for Award Management (SAM.gov) that vendors are not suspended or debarred before executing the contract.

Article 20. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. As applicable, the parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. As applicable, the MPO shall incorporate into its contracts with Subcontractors a DBE goal consistent with the State's DBE goal and in consideration of the local market, project size, and nature of the goods or services to be acquired. As applicable, the MPO shall submit its proposed scope of services and quantity estimates to the State to allow the State to

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establish a DBE goal for each MPO contract with a Subcontractor. As applicable, the MPO shall be responsible for documenting its DBE actions.

- C. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or, as applicable, in the administration of its DBE program. The MPO shall take all necessary and reasonable steps to ensure non-discrimination in award and administration of subcontracts. The State's DBE program, as applicable, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation. As applicable, failure to comply shall be treated as a violation of this Agreement. Upon notification to the MPO of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC §1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC §3801 et seq.).
- D. Each contract the MPO signs with a Subcontractor (and each subcontract the prime contractor signs with a Subcontractor) must include the following assurance: *The Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

Article 21. Environmental Protection and Energy Efficiency

- A. The MPO agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC §7602; Section 508 of the Clean Water Act 33 USC §1368; Executive Order 11738 and Title 40 CFR, "Protection of Environment." The MPO further agrees to report violations to the Department.
- B. The MPO agrees to recognize standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Article 22. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid, or will be paid, by or on behalf of the parties to any person for influencing, or attempting to influence, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid, or will be paid to, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the MPO shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all Subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all Subrecipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty.

Article 23. Distribution of Products

- A. The MPO shall provide a number of copies to be specified by the Department of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the MPO and financed, in whole or in part, as provided in this Agreement. All reports published by the MPO shall contain the following prominent credit reference to the Department, USDOT, FHWA, and FTA:
Prepared in cooperation with the Texas Department of Transportation and the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The preparation of this document was financed in part through grants from the U.S. Department of Transportation. The content of the document does not necessarily reflect the official views or policy of the U.S. Department of Transportation, Federal Highway Administration, Federal Transit Administration, or the Texas Department of Transportation. Acceptance of this document does not constitute a commitment on the part of any federal or state agency to participate in the development depicted therein nor does it indicate that any proposed development is environmentally acceptable in accordance with public laws.
- B. Upon termination of this Agreement, all documents prepared by the MPO during the term of this Agreement, or furnished to the MPO by the Department, shall upon request be delivered to the Department. All documents, photographs, calculations, programs, and other data prepared or used under this Agreement may be used by the Department without restriction or limitation of further use.

Article 24. Copyrights

The Department and the USDOT shall, with regard to any reports or other products produced under this Agreement, reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

Article 25. Indemnification

- A. To the extent permitted by state law, the MPO and the Fiscal Agent shall indemnify and hold harmless the Department and its officers and employees from all claims and liability that are due to activities of the MPO, the Fiscal Agent, its agents, or its employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the MPO or of any person employed by the MPO.
- B. To the extent permitted by state law, the MPO and the Fiscal Agent shall indemnify and hold harmless the department from any and all expense, including but not limited to, attorney fees that may be incurred by the Department in litigation or otherwise resisting claims or liabilities that may be imposed on the Department as a result of the activities of the MPO, its agents, or its employees.
- C. To the extent permitted by state law, the Department shall indemnify and hold harmless the MPO, the Fiscal Agent, agents, officers, and employees from all claims and liability that are

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due to activities of the Department, its agents, or employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the Department or of any person employed by the Department.

- D. To the extent permitted by state law, the Department shall indemnify and hold harmless the MPO and the Fiscal Agent, agents, officers, and employees from all claims and liability that are due to activities of the from any and all expense, including but not limited to, attorney fees that may be incurred by the MPO or the Fiscal Agent, agents, officers, and employees from all claims and liability that are due to activities of the in litigation or otherwise resisting claims or liabilities that may be imposed on the MPO or its fiscal agent as a result of the activities of the Department, its agents, or employees.

Article 26. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Article 27. Termination

- A. The Department may terminate this Agreement at any time before the date of completion if the Governor withdraws designation of the MPO.
- B. The Department or the MPO may terminate this Agreement if either party fails to comply with the conditions of the Agreement. The Department, the MPO, or the Fiscal Agent shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.
- C. The Department may terminate this Agreement for any reason upon ninety (90) days' notice to the MPO and the Fiscal Agent.
- D. The parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.
- E. Upon termination of this Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the request of the Department, be delivered to the Department within ninety (90) days.
- F. The Department shall reimburse the MPO for those eligible expenses incurred during the Agreement period that are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

Article 28. Successors and Assigns

No party shall assign or transfer its interest in this Agreement without written consent of the other parties.

Article 29. Amendments

Any change to one or more of the terms and conditions of this Agreement shall not be valid unless made in writing and agreed to by all parties before the change is implemented.

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Article 30. Notices

All notices to any party by the other parties required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

MPO:	{Enter Name of Policy Board Chair} {Enter Name of MPO} {Enter Address of MPO}
Fiscal Agent:	{Enter Name of Fiscal Agent} {Enter Address of Fiscal Agent}
Department:	Director, Transportation Planning & Programming Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided in this Agreement. Any party may change the above address by sending written notice of the change to the other parties. Any party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be honored and carried out by the other parties.

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Article 31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Department, the MPO, and the Fiscal Agent in triplicate.

THE MPO

[MPO Chair Signature]

Signature

[MPO Chair Name]

Typed or Printed Name

{Enter Name of MPO} Policy Board Chair

Title

Date

THE FISCAL AGENT

Signature

Typed or Printed Name

Title

Date

THE DEPARTMENT

Signature

Humberto Gonzalez, Jr., P.E., M.B.A

Typed or Printed Name

Director, Transportation Planning and

Programming Division

Texas Department of Transportation

Title

Date

From: Uryan Nelson
Sent: Wednesday, June 3, 2026 1:07 PM
To:
Subject: FW: MPO Planning Agreement

From: Humberto "Tito" Gonzalez Jr <Humberto.Gonzalez@txdot.gov>
Sent: Wednesday, June 3, 2026 10:21 AM

Cc: Casey Wells <Casey.Wells@txdot.gov>; Mildred Litchfield <Mildred.Litchfield@txdot.gov>; Caroline Mays <Caroline.Mays@txdot.gov>; James Kirk II <James.Kirk@txdot.gov>
Subject: MPO Planning Agreement

Dear MPO Directors,

Please be advised that we are currently in the process of further reviewing the draft planning agreement we sent out to all MPO's and evaluating feedback we have received. At this time, TxDOT is not prepared to execute the previously circulated version and will update you all when appropriate to proceed.

As you are aware, the current agreements are still in effect and do not expire until September 2027. Thank you for your patience and understanding as we work to finalize the updated document.

Regards,

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ITEM #8

Draft Category 2, 7, and 9 Fund
Balance Policy

Draft Category Program Funding Balance Policy

Background

The City of Belton submitted a letter (included in the meeting packet) stating that the city recently received federal Community Project Funding (CPF) for the full Connell Street corridor (TIP project B40-07a). This funding award allows the previously programmed Category 7 \$4,695,000 to be redirected to another eligible project. The city requests the funds be applied to Southwest Parkway (B45-10a).

At this time, TxDOT plans to program the federal CPF funds toward the Connell Street project. KTMPO may wait until the November STIP amendment cycle to formally amend the TIP to address the Category 7 balance finding of \$4,695,000.

In addition to the recent request from the City of Belton, KTMPO has received multiple project funding increase requests dating back to early 2025 (included in the meeting packet).

Historically, KTMPO has generally maintained sufficient funding balances and UTP allocations to address project needs and cost increases. However, rising construction costs and reduced available funding have created new challenges in balancing funding requests, project readiness, and regional priorities.

As a result, KTMPO staff developed a draft Funding Balance Policy to help guide future programming decisions. The draft Policy includes several potential approaches for the use of available balances, such as supporting existing TIP projects with funding increases, advancing new MTP projects into the TIP, or in rare cases, initiating a new call for projects.

It is important that future decisions regarding pending funding requests and available balances are made through a policy-informed and policy-supported process, an extension of our Project Selection Process.

Staff would like to discuss the funding priorities and gather feedback. The draft Policy is included in the meeting packet for review. Based on feedback, a final version of the Policy will be presented at next month's meeting.

Action Needed: No action needed; for discussion only.



Killeen-Temple Metropolitan Planning Organization Category 2, 7, and 9 Fund Balance Policy

1. Purpose

The purpose of this policy is to establish procedures for managing Category 2 (Metropolitan & Urban Corridor Projects), Category 7 (Surface Transportation Block Grant – Metropolitan Mobility), and Category 9 (Transportation Alternatives Program) funds when funding balances, released funds, or additional funding become available.

This policy is intended to:

- Preserve the integrity of KTMP's Project Scoring and Selection Process;
- Provide a transparent and consistent framework for funding decisions;
- Support the timely obligation and expenditure of federal transportation funds;
- Maintain fiscal constraint within the Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP); and
- Promote the efficient delivery of transportation projects while minimizing unused, deferred, or carried-over funding.

2. Relationship to KTMP's Project Scoring and Selection Process

This policy serves as an extension of KTMP's adopted Project Scoring and Selection Process.

Funding awarded through KTMP's programming process is awarded to a specific project, not to the project sponsor.

If KTMP funding is no longer required for an approved project, or if the project is withdrawn, substantially modified, or otherwise unable to utilize the awarded funds, such funding shall revert to KTMP for reallocation in accordance with this policy. Project sponsors shall have no automatic claim to retain, transfer, or redirect those funds to another project.

3. Applicability and Definitions

This policy applies to Category 2, 7, and 9 funds programmed through KTMP planning and programming documents, including the MTP, TIP, TIP Amendments, Administrative Modifications, and related programming activities. Should additional MPO-controlled funding categories become available, this policy shall apply to those funds as well.

For purposes of this policy, "same funding category and project type" means projects eligible for and competing within the same KTMP funding program and intended to achieve similar transportation purposes. Funds made available from a previously awarded project should be reallocated within the same funding category whenever practicable.

4. Funding Allocation Considerations

When making funding allocation decisions, KTMP and the Transportation Policy Planning Board (TPPB) may consider:

- Project readiness and ability to meet letting schedules;
- Sponsor delivery history and milestone performance;
- Fiscal constraint and fund utilization;
- Risk of fund carryover or lapse;
- Availability of local match;
- Consistency with adopted plans and regional priorities; and
- Other factors deemed relevant by the TPPB.

KTMP may request supporting documentation necessary to evaluate project readiness and eligibility.

5. Pending Request Lists

KTMP shall maintain a Pending Request List documenting requests for additional funding for projects currently programmed in the Transportation Improvement Program (TIP).

The Pending Request List shall be maintained by funding category and shall identify, at a minimum:

- Project sponsor;
- Project name;
- Funding category;
- Date complete request received;
- Amount requested; and
- Project readiness status.

Requests shall be listed in chronological order based on the date a complete request is received by the KTMP TIP Planner.

A request shall not be considered received until KTMP staff determines that sufficient supporting documentation has been provided.

Placement on the Pending Request List shall not establish funding priority, reserve funding, establish funding eligibility, create an entitlement to funding, or constitute a future funding commitment by KTMP.

Funding recommendations shall be developed in accordance with this policy and may consider project readiness, sponsor delivery history, funding availability, fiscal constraint, timely obligation of funds, regional priorities, and other factors identified in this policy.



The Pending Request List shall be reviewed and updated periodically as requests are received, withdrawn, funded, modified, or otherwise updated.

Effect of a New Call for Projects

The Pending Request List shall apply only to projects currently programmed in the TIP.

Projects seeking advancement from the Metropolitan Transportation Plan (MTP) into the TIP shall be considered through KTMP's adopted project scoring, amendment, and programming processes and shall not be maintained on the Pending Request List.

Upon initiation of a new KTMP Call for Projects, all projects not currently programmed in the TIP shall be required to submit a new application for funding consideration. No project shall automatically carry forward from a previous Call for Projects.

Projects currently programmed in the TIP shall not be required to reapply.

6. Priorities for Use of Funding

A. Reallocation of Previously Awarded KTMO Funds

When KTMO-programmed funds become available because a previously awarded project receives alternate funding sources sufficient to replace KTMO funding, including Community Project Funding (CPF), Transportation Alternatives Program (TAP) funding, discretionary grants, or similar state and federal funding sources, those funds shall be reallocated within the same funding category and project type whenever practicable.

Priority shall be:

1. Advance eligible projects of the same funding category and project type already included in the fiscally constrained MTP into the TIP based on adopted rankings, readiness, and available funding.
2. Address eligible inflationary increases for existing TIP projects appearing on the Pending Request List.
3. In rare cases, initiate a new Call for Projects if funding remains available.

B. Allocation of New Funding Made Available Through the Unified Transportation Program (UTP)

When additional funding becomes available through the UTP, revised allocation formulas, or other new funding sources not associated with released KTMO project funds, priority shall be:

1. Address eligible inflationary increases for existing TIP projects appearing on the Pending Request List.



2. Advance eligible MTP projects into the TIP based on adopted rankings, readiness, and available funding.
3. In rare cases, initiate a new Call for Projects if funding remains available.

7. Funding Increase Requests

Project sponsors may update project cost estimates as necessary to maintain accurate planning and programming documents. Cost updates shall not constitute a request for additional KTMPO funding and shall not increase KTMPO's funding commitment to the project.

Requests for additional KTMPO funding shall be submitted via email to the KTMPO TIP Planner and are limited to one request per project unless otherwise authorized by the TPPB.

A request shall not be considered complete until KTMPO staff determines that sufficient supporting documentation has been provided.

Funding increase requests must:

1. Be limited to inflationary increases associated with previously approved construction phase activities.
2. Maintain the project's original scope, purpose, goals, benefits, priorities, and scoring assumptions.
3. Exclude new phases, scope enhancements, geographic expansions, or project elements not previously evaluated and approved.
4. Be submitted prior to project letting.
5. Demonstrate the sponsor's commitment to provide the required local match.

Sponsors shall provide sufficient information to demonstrate eligibility under KTMPO's Project Application Form and Project Scoring Process. KTMPO may request updated application information or other supporting documentation as necessary.

Funding increases shall be limited to construction phase activities and shall not be used for preliminary engineering, environmental studies, right-of-way acquisition, utility relocation, or other non-construction phases.

8. Funding Increase Limits

Total Project Cost	Maximum Federal Funding Increase	Amendment Type
\$0 - \$1,499,999	Up to 50% of the original federal funding award	Administrative Amendment*
\$1,500,000 - \$4,999,999	Up to 25% of the original federal funding award, not to exceed \$1,500,000	Formal Amendment



\$5,000,000 - \$14,999,999	Up to 15% of the original federal funding award, not to exceed \$1,500,000	Formal Amendment
\$15,000,000 and above	Up to 5% of the original federal funding award, not to exceed \$1,500,000	Formal Amendment

*Any request resulting in an increase exceeding 25 percent of the original federal funding award shall require TPPB approval regardless of amendment type.

The project sponsor shall be responsible for providing the required local match associated with any approved federal funding increase and shall remain responsible for the applicable 20 percent local cost share. KTMPO shall not provide additional local matching funds.

Requests exceeding the limits established in this policy shall be deemed ineligible unless specifically authorized by the TPPB.

9. Administration and Policy Discretion

KTMPO shall administer this policy in coordination with TxDOT and applicable federal and state requirements.

The TPPB retains the authority to deviate from the priorities, procedures, funding limits, and other provisions established in this policy when unique circumstances, regional priorities, funding requirements, project delivery considerations, emergency conditions, or other factors warrant an alternative course of action.

Any deviation from this policy shall be approved by formal action of the TPPB and documented in the meeting record.

This policy shall be reviewed periodically and updated as necessary to remain consistent with federal requirements, TxDOT guidance, KTMPO planning practices, and evolving funding conditions.

Funding Reference

Category 2 – Metropolitan & Urban Corridor Projects – Large Highway Projects

This funding helps pay for large highway projects that reduce traffic and make travel faster.

Examples of projects

- Widening a busy highway
- Building new interchanges or overpasses
- Fixing major traffic bottlenecks
- Rebuilding large highway corridors

Category 7 – Metropolitan Mobility (STBG-MM) - Local Mobility Projects

This funding helps cities and regions improve local roads and transportation options.

Examples of projects

- Improving intersections
- Widening busy city streets
- Adding traffic signals or smart traffic technology
- Transit improvements
- Bike lanes or sidewalks

Category 9 – Transportation Alternatives Program (TAP) - Walking and Biking Projects

This funding helps communities build projects that make it safer and easier to walk or bike.

Examples of projects

- Sidewalks
- Hike and bike trails
- Safer routes for kids walking to school
- Pedestrian crossings and streetscape improvements

ITEM #9

Draft Project Phasing Policy

Draft Project Phasing Policy

Background

KTMP staff developed a draft Project Phasing Policy to provide guidance for how transportation projects may be divided into multiple phases while maintaining fairness in project selection and supporting timely project delivery.

The draft policy states that phased projects should keep their original project priority as long as the project scope and purpose remain consistent with the original application.

The draft policy is included in the meeting materials for review and discussion.

Action Needed: No action needed; for discussion only.



Killeen–Temple Metropolitan Planning Organization Project Phasing Policy

1. Purpose

The purpose of this policy is to establish procedures for phasing transportation projects programmed through the Killeen–Temple Metropolitan Planning Organization (KTMPO) planning process while maintaining fairness in project prioritization and supporting timely project delivery.

2. Recognition of Project Phasing in Transportation Planning

KTMPO recognizes that transportation projects may be implemented in multiple phases due to funding limitations, construction staging needs, environmental considerations, or right-of-way constraints. Project phasing can allow large or complex projects to move forward in logical segments while maintaining consistency with regional transportation planning priorities.

KTMPO recognizes that project phasing may affect project delivery schedules and costs. Project sponsors are encouraged to develop phasing strategies that support efficient project delivery and minimize unnecessary increases in project costs while remaining consistent with project funding availability and implementation constraints.

KTMPO will make reasonable efforts to manage project phasing in a manner that preserves the intent of the original project evaluation and selection process.

3. Definition of Project Phasing

For the purposes of KTMPO planning and programming activities, project phasing occurs when a project originally programmed as a single implementation phase is divided into multiple segments or phases. Phasing may include:

- Segmenting a transportation corridor into multiple construction projects
- Dividing construction implementation across multiple fiscal years
- Separating project limits into logical segments due to engineering, environmental, or right-of-way considerations
- Coordinating project implementation with other planned transportation improvements

4. Applicability

This policy applies to projects selected and programmed through KTMPO planning and programming activities, including:

- Metropolitan Transportation Plan (MTP)
- Transportation Improvement Program (TIP)
- TIP amendments and administrative modifications
- Other regional transportation project programming activities

5. Preservation of Project Priority

Projects that have been selected through the KTMPO project evaluation and ranking process will retain their original priority when phased, provided that the project remains consistent with its original purpose and need and does not constitute a significant scope change under this policy. Phased projects must remain consistent with the adopted MTP. Phased segments of the original project may be programmed in future TIP updates or amendments as funding becomes available.

6. Limitations on Phasing

Project phasing will not be used to circumvent the KTMPO project selection process, expand the project scope beyond what was originally evaluated, or replace previously approved projects with substantially different improvements.

If a phased project experiences a significant scope change, the project may be subject to reevaluation under the KTMPO project selection criteria. For purposes of this policy, a significant scope change is one that fundamentally alters the project's original purpose and need, improvement type, or anticipated transportation benefits such that the project no longer reasonably reflects the project evaluated and selected by KTMPO.

Examples of significant scope changes may include:

- Converting a roadway reconstruction project into a capacity expansion project that was not originally evaluated;
- Converting an intersection improvement project into a corridor-wide improvement project;
- Expanding the project to serve substantially different travel markets or activity centers than those considered during project evaluation;
- Combining multiple independent projects into a single project that was not originally evaluated through the KTMPO project selection process; or
- Modifying the project in a manner that would likely have resulted in a materially different project score or ranking during project evaluation.

The following actions, by themselves, shall not constitute a significant scope change:

- Dividing a project into logical implementation phases;
- Adding or modifying project phases, including preliminary engineering, right-of-way acquisition, utility relocation, or construction;
- Changes to project costs, funding sources, letting dates, funding dates, or CSJ numbers;
- Adjustments to project termini, lane configurations, or other design elements processed through the approved MTP or TIP amendment procedures, provided such changes do not fundamentally alter the project's original purpose and need or anticipated transportation benefits; or



- Refinements resulting from engineering, environmental, right-of-way, operational, or construction considerations that do not substantially alter the project's original purpose and need.

As a general guideline, if a change can be accommodated through the approved MTP or TIP amendment process and the project remains substantially consistent with the project originally selected by KTMP, the change shall not be considered a significant scope change. Conversely, if a change transforms the project into something materially different from the project originally evaluated and ranked, KTMP staff, in consultation with the Technical Advisory Committee, may recommend that a phased project be reevaluated under the KTMP project selection criteria. The Policy Board retains final authority to determine whether reevaluation is warranted.

7. Documentation and Transparency

All project phasing actions will be documented through the appropriate KTMP planning and programming procedures. Documentation may include:

- TIP amendments or administrative modifications
- Presentations to the Technical Advisory Committee (TAC)
- Policy Board review and approval when funding adjustments are required

Project sponsors are encouraged to identify anticipated project phasing during the KTMP Call for Projects process when such information is reasonably known at the time of application. Sponsors may describe anticipated project phases, implementation sequencing, or logical project segments to assist KTMP in evaluating and programming projects. Identification of potential phasing during project application does not obligate the sponsor to implement the project exactly as described and does not preclude future phasing adjustments consistent with KTMP planning and programming procedures.

8. Policy Review

This policy will be reviewed periodically and updated as necessary to remain consistent with KTMP planning practices, federal transportation planning requirements, and regional transportation program implementation needs.

ITEM #10

Public Input Received through
Previous Month

Public Input Received through the Previous Month

Background

KTMPPO collects public input through a variety of channels, including online submissions, email, public meetings, workshops, community events, social media, and interactive web maps. Staff regularly present this input to the TAC and TPPB to ensure awareness of public concerns and provide an opportunity for appropriate response. Public comments received during the previous month are included in the meeting packet and documented in the Public Engagement Log.

Action Needed: No action needed; for discussion only.

ITEM #11

Director's Update

Director’s Update

a) Listed below are the upcoming KTMPO meetings:

Date	Meeting
July 1, 2026	Transportation Advisory Committee
July 22, 2026 *	Transportation Planning Policy Board Meeting
August 12, 2026	Active Transportation Advisory Committee
No TAC or TPPB meetings are currently scheduled for August. If a meeting is needed the Policy Board Chair may call a special meeting.	

*Subject to Policy Board Approval

All meetings are scheduled for 9:30am at the Central Texas Council of Governments offices in Belton, Texas, unless otherwise noted (i.e. – electronic meeting).

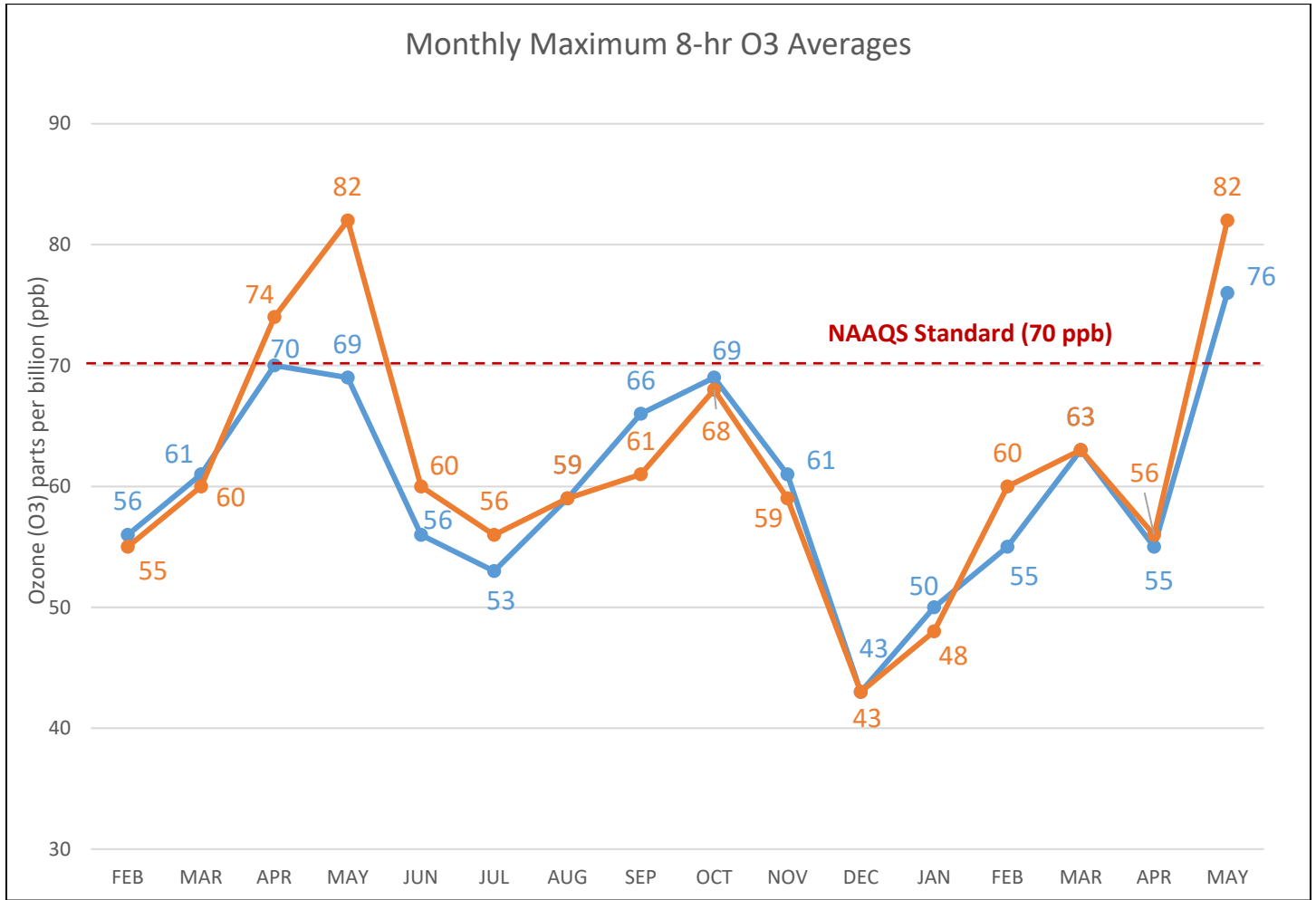
- b) Other Updates:
- i. AMPO/TEMPO Updates
 - ii. Reauthorization
 - iii. Other Updates

June 17, 2026

Transportation Planning Policy Board

Agenda Item # 11

c) Air Quality



2026	Compliance with EPA Ozone Standard:			3-year average	
	4th Highest Annual Value			(Calculated on May 27, 2026)	
	2024	2025	2026*		
	Temple	61	68	58	62
	Killeen	71	71	60	67

Action Needed: No action needed; for discussion only.

End of Packet