



# City of Killeen

## Agenda

### City Council Workshop

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Tuesday, September 20, 2022

5:00 PM

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

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#### Citizen Comments

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.*

#### Discuss Items for Regular City Council Meeting

##### Consent Agenda

1. [MN-22-025](#) Consider Minutes of Special City Council Meeting of September 6, 2022.
2. [RS-22-133](#) Consider a memorandum/resolution to approve the Killeen Arts Commission rule changes to be effective October 1, 2022.  
**Attachments:** [Rules and Regulations](#)  
[Presentation](#)
3. [RS-22-134](#) Consider a memorandum/resolution awarding a contract to The Roof Company for roof repair to the Fleet Services building in the amount of \$159,707.  
**Attachments:** [Proposal](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
4. [RS-22-135](#) Consider a memorandum/resolution authorizing an Interlocal Agreement between the Killeen Independent School District and the Killeen Fire Department Academy.  
**Attachments:** [Interlocal Agreement](#)  
[Presentation](#)

##### Resolutions

5. [RS-22-136](#) Consider a memorandum/resolution approving a lease agreement with Skydive Addiction, LLC, d.b.a. Skydive Killeen at Skylark Field.

**Attachments:** [Lease Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

6. [RS-22-137](#) Consider a memorandum/resolution approving the appointment of an Executive Director of Recreation Services.

**Attachments:** [Resume](#)  
[Presentation](#)

7. [RS-22-138](#) Consider a memorandum/resolution approving an Interlocal Agreement with the City of Harker Heights and Bell County regarding the design and construction of Chaparral Road.

**Attachments:** [Interlocal Agreement](#)  
[Presentation](#)

## Ordinances

8. [OR-22-016](#) Consider an ordinance amending the Code of Ordinances Chapter 26, Subdivisions and Other Property Developments, and adopting a Pavement Design Manual.

**Attachments:** [Pavement Design Manual](#)  
[Ordinance](#)  
[Presentation](#)

9. [PH-22-068](#) Consider an ordinance requested by Killeen Engineering and Surveying, LTD, on behalf of JOF Developers (Case #Z22-40) to amend the Planned Unit Development (PUD) standards for approximately 62.876 acres out of the 172.58 acre tract from the Azra Webb Survey, Abstract No. 857 to allow for lessened setback requirements for two-hundred and forty-six (246) lots. The property is locally addressed as 6600 S. Fort Hood Street, Killeen, Texas. (Tabled from August 23, 2022 Regular City Council Meeting.

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

## Public Hearings (Public Hearings Will be Held September 27)

10. [PH-22-073](#) HOLD a public hearing and consider an ordinance requested by Republic Engineering & Development Services, on behalf of Michael and Rhonda Jung (Case #Z22-41), to rezone approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7, from “A” (Agricultural District) and “AR-1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District) with a Conditional Use Permit (CUP) to allow boat, recreational vehicle, and semi-trailer parking and storage. The property is addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.
- Attachments:** [Maps](#)  
[Minutes](#)  
[Site Photos](#)  
[Ordinance](#)  
[Zoning Narrative](#)  
[Site Plan](#)  
[Considerations](#)  
[Presentation](#)

### Items for Discussion at Workshop

11. [DS-22-111](#) Receive P&Z Update
- Attachments:** [Presentation](#)
12. [DS-22-112](#) Discuss Proposed Parkland Dedication and Development Ordinance
- Attachments:** [Draft Ordinance](#)  
[Presentation](#)
13. [DS-22-113](#) Discuss Issuing G.O. Bond to Fund Major Infrastructure Projects, Service Updates, as well as Proactive Initiatives

### Future Agenda Item Requests

14. [RQ-22-029](#) Reinstatement of the Required Landscaping Ordinance for Commercial Property(s)
- Attachments:** [Request](#)
15. [RQ-22-030](#) Backyard Hens Ordinance
- Attachments:** [Request](#)
16. [RQ-22-032](#) Lack of Informative Signage
- Attachments:** [Request](#)
17. [RQ-22-033](#) Fort Hood Regional Economic Development Foundation Branding

## Strategy

Attachments: [Request](#)

18. [RQ-22-034](#) GRK Concourse Naming - General Robert M. Shoemaker
- Attachments: [Request](#)
19. [RQ-22-035](#) Section 31.903 - Garages (Architectural & Site Design Standards)
- Attachments: [Request](#)
20. [RQ-22-036](#) Annexation Service Plan - Brandy Loop
- Attachments: [Request](#)

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on September 14, 2022.*

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*Laura J. Calcote, Interim City Secretary*

*The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.*

*This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.*

## Notice of Meetings

*The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.*

- Killeen Chamber of Commerce Banquet, September 15, 2022, 6:00 p.m., Killeen Civic & Conference Center*
- Military Relations Luncheon, September 20, 2022, 11:30 a.m., CTC - Anderson Hall*
- Hispanic Heritage Month Celebration, September 20, 2022, 4:00 p.m., Killeen City Hall*
- Community Walk Against Domestic Violence, October 1, 2022, 11:00 a.m., Lions Club Park*

- *TML Annual Conference, October 5-7, 2022, San Antonio*
- *AUSA Annual Meeting, October 8-12, 2022, Washington, DC*
- *Rio Carnival Masquerade Ball, October 20, 2022, 6:00 p.m., Killeen Civic & Conference Center*

**Dedicated Service -- Every Day, for Everyone!**



# City of Killeen

## Staff Report

File Number: MN-22-025

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### City of Killeen

Special City Council Meeting

Killeen City Hall

September 6, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jose Segarra, Jessica Gonzalez, Riakos Adams, Michael Boyd, and Nina Cobb (*arrived via Zoom at 5:12 p.m.*)

Absent: Ramon Alvarez

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, Interim City Secretary Laura Calcote and Sergeant-at-Arms Officer Kimble.

### Approval of Agenda

*Motion was made by Councilmember Adams to approve the agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously (5-0).*

### Citizen Comments

There were no citizen comments.

### Public Hearings

**PH-22-072** HOLD a public hearing on the proposed Fiscal Year 2023 Annual Budget and proposed rate changes in the Code of Ordinances Chapter 24, Solid Waste and Chapter 30, Water, Sewers and Sewage Disposal.

**Staff Comments:** Miranda Drake, Director of Budget

Local Government Code and City of Killeen Charter require that a public hearing be held prior to the adoption of the final budget. A Fiscal Year 2023 budget summary was presented.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the proposed Fiscal Year 2023 budget.

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

*Motion was made by Mayor Protem Wilkerson to set the date of September 13, 2022 to adopt the FY 2023 Proposed Budget at which meeting will start at 5:00 p.m. and will be held at 101 N. College Street, Killeen, Texas. Motion was seconded by Councilmember Adams. Motion carried unanimously (6-0).*

### **Adjournment**

With no further business, upon motion being made by Councilmember Adams, seconded by Mayor Protem Wilkerson, and unanimously approved, the meeting was adjourned at 5:13 p.m.



# City of Killeen

## Staff Report

File Number: RS-22-133

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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

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

**SUBJECT:** Arts Commission Requested Rule Changes

### **BACKGROUND AND FINDINGS:**

The Killeen Arts Commission Rules and Regulations provide the basic framework for the Arts Commission to administer grants for the arts. Revisions have been approved several times to enhance the operation of the Commission and facilitate the Commission in accomplishing its mission. The rules were last revised in April 2020.

Beginning in May 2022, the Arts Commission's Rules and Regulations subcommittee and City staff reviewed the current document and presented recommended changes to the Arts Commission for discussion and consideration. In July 2022, the Commission voted to accept the changes and to approve the document. The changes to the rules and regulations must be approved by City Council to be effective.

Significant changes include:

Section II.201. Quorum. (Page 3)

Added language to read that the chair may be used to establish a quorum;

Section II.204. Regular Meetings/Recording of Votes

Added language to read that the chairperson can vote if needed to establish a quorum;

Section VI.604.A. Required Grant Conditions

Changed language to read that for startup grants of up to \$3,000 or Minor and Major grants for each \$5,000 granted by the Arts Commission, the grantee shall submit proof that at least one (1) hotel or motel rooms within the City of Killeen were utilized by patrons or vendors.

### **THE ALTERNATIVES CONSIDERED:**

There are three alternatives to consider:

- 1) Do not approve the requested changes;
- 2) Modify the requested changes; and/or
- 3) Approve the requested changes.

**Which alternative is recommended? Why?**

Staff recommends alternative 3 to approve the requested changes to the Arts Commission Rules and Regulations.

**CONFORMITY TO CITY POLICY:**

The review of the Arts Commission Rules and Regulations and the requested changes follow the Texas Tax Code and the City of Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

N/A

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

City Council approve the Killeen Arts Commission rule changes to be effective October 1, 2022.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Rules and Regulations



# Rules and Regulations

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## KILLEEN ARTS COMMISSION RULES AND REGULATIONS

### I. Organization and Officers

#### 101. Organization

The Arts Commission of the City of Killeen shall consist of nine (9) regular members appointed by the City Council and shall be organized and shall exercise such powers and responsibilities as prescribed by all City Council Ordinances relating to the Killeen Arts Commission.

#### 102. Officers

A Chairperson and Vice Chairperson shall be elected annually from among the Commission's membership at the first meeting in October and at such times as these offices become vacant. In the absence of both the Chairperson and the Vice Chairperson, the Commission shall elect an Acting Chairperson. A secretary shall be appointed from staff personnel assigned by the City's chief executive officer.

#### 103. Duties and Powers

A. The Commission shall solicit applications for arts events, review and hear requests for funding, schedule interviews, and adopt guidelines and criteria for applicants requesting funding. The Commission will advise the City Council on the expenditure of the hotel/motel tax allocation for the arts. The Arts Commission Chairman, or an alternate representative as designated by the chairman, must attend all City Council workshops and meetings at which Arts Commission issues are agendaized.

The Commission may also seek and administer funding by state, federal, and private grants, gifts, and admission fees as provided herein. They may also decline acceptance of any state, federal, private grant, donation or gift which is subject to terms or conditions which are not acceptable to or performable by the Commission.

The Commission may itself produce and promote a cultural/arts event or projects in addition to and apart from its role as a funding source for Arts Commission Grants to other groups and individuals. Events or projects may also include a public permanent art component.

B. The Chairperson shall preside at all meetings. The Chairperson shall decide on all points of order or procedure in accordance with these rules and regulations and the Scott, Foresman Roberts Rules of Order, the most current edition. All letters of transmittal from the Commission to the City Council shall be over the signature of the Chairperson.

C. The secretary shall be the custodian of the minutes and other official records, shall attend to the correspondence of the Commission, and shall

cause such notices to be given as are required and in the manner prescribed by law.

- D. In accordance with the Killeen City Code, *Section 2-133. "Community encouragement of the arts and producing of activities," Section b* the Killeen Arts Commission will submit their Annual Advisory Report along with a presentation to the City Council **prior to Council's budget consideration**, of the following calendar year.
- E. The Arts Commission will keep the City Council informed of all activities throughout the year.

104. Mission Statement

The Mission of the Arts Commission of the City of Killeen shall be:

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

105. Rules of Order

The most current edition of The Scott, Foresman Roberts Rules of Order, shall be the Commission's final authority on all questions of procedure and parliamentary law not covered by these rules and regulations and all City Council Ordinances relating to the Killeen Arts Commission Rules and Regulations.

## II. Meetings

### 201. Quorum

A quorum shall consist of a majority of members then in office eligible to vote on any given matter. **The chair may be used to establish a quorum.**

### 202. Simple Majority

Simple majority is the majority vote of those Commissioners present.

### 203. Agenda

A. In order for an item to be placed on the Arts Commission agenda, a request must be sent via email or phone to the Arts Commission Secretary no later than 12:00 p.m. two (2) Mondays prior to the scheduled meeting. The item will then be placed on the agenda to be approved by the City Staff Executive Sponsor and by the Arts Commission Chairperson.

B. An agenda shall be prepared by the secretary for the meeting of the Commission. There shall be attached to each agenda a report of matters pending further action by the Commission. A copy of the agenda shall be publicly posted on the information bulletin board at the Police Department (24 hour entrance), the information bulletin board at City Hall, and on the City's website as required by law for a period of seventy-two (72) hours before the meeting.

C. Discussion of agenda items shall be in compliance with the Open Meetings Law of the State of Texas. Each item must be specifically described in the agenda.

### 204. Regular Meetings/Recording of Votes

Regular meetings shall be held on the second Friday of the month unless otherwise determined by the Commission. The regular meetings will occur in the Utility Collections Conference Room at 12:15 p.m. or a time and location determined by a simple majority of the Commissioners present at any previous meeting.

All members of the Arts Commission, except the chairperson, may vote. The chairperson can ~~only~~ vote to break a tie **or if needed to establish a quorum.**

### 205. Special/Workshop Meetings

Special/workshop meetings for any purpose may be held: (1) on the call of the Chairperson, or (2) on request of three or more commissioners and by giving written notice to all commissioners at least seventy-two hours before the meeting, or (3) as may be scheduled by a simple majority of the Commission at any previous

meeting. City staff will be responsible for reserving the location and notifying the Commissioners for any changes in the location due to unavailability.

206. Public Meetings/Workshop

All meetings shall be held in full compliance with the provision of state law; Texas Open Meetings Act, V.T.C.A., Government Code, §551.001 *et. seq.*; Ordinances of the City of Killeen; and these rules and regulations.

At meetings/workshops where applications are being considered for specific ethnic groups, the City will attempt to provide a bilingual representative fluent in English and the language of the ethnic group provided the request for a translator is received 72 hours prior to the meeting.

207. Commission Member Attendance

Commission Members' attendance is subject to the attendance policy and procedure adopted by the City Council (Section 2-118, Killeen City Code).

208. Conflict of Interest

A member of the Arts Commission shall refrain from voting on any matter before the Commission for which that member, or the member's relative, has a direct or indirect financial interest. For purposes of this section a "relative" is a person related to the member in the first degree by consanguinity or affinity as determined under Chapter 573 of the Texas Government Code.

A member of the Commission shall not discuss or vote on the funding request and evaluation reports of any applicant or recipient of which the Commission member is an officer or director.

A member of the Commission shall not be the point of contact or answer questions regarding the funding request and evaluation reports of an organization for which the Commission member is an officer or director.

A member of the Commission shall not be the signer of a funding request, evaluation report, grant agreement, or the witness to the grant agreement.

### III. Official Records

301. Definition - Official Records

The official records shall be these rules and regulations, the written transcribed minutes, and the voice recordings obtained at the meeting, the agenda and attachments, all applications, findings, and decisions of the Commission.

302. File - Retention

All matters coming before the Commission shall be filed in the City's records. Original grant applications and evaluations shall be retained in accordance with the City's record retention policy.

303. Public Record

The official records shall be open to public inspection as prescribed by the Texas Public Information Act, V.T.C.A., Government Code, §552.001 *et. seq.*

**IV. Tax and Grant Revenue Allocations**

401. Arts Commission Grants

The Hotel/Motel Tax Revenue Allocations and any other funding acquired through federal, state, and private grants will hereafter be referred to as Arts Commission Grants. These do not include Cultural/Arts Events provided for in section VII. Arts Commission Grants are provided on a cost reimbursement basis. The grantee is required to finance its operations with its own working capital, and payments are made to reimburse the grantee for actual cash disbursements with required supporting documentation (see Section 605 for definition of supporting documentation).

Grant costs are reimbursed after any required cash match has been met. An exception to this rule is for drawdown requests in which costs may be reimbursed up to 50% of the grant award without the required cash match.

402. Classification of Arts Commission Grants

There will be four classifications of Arts Commission grants: Start-Up Grant, Minor Grant, Major Grant, and Public Permanent Art Grant.

- A. A Start-up Grant will be in an amount up to three thousand dollars ( $\leq$  \$3,000) and requires a ten percent (10%) match of eligible expenses. This grant is only available to first-time grantees.
- B. A Minor Grant will be in an amount up to five thousand dollars ( $\leq$  \$5,000) and requires a twenty-five percent (25%) match of eligible expenses.
- C. A Major Grant will be in an amount over five thousand dollars ( $>$  \$5,000) and requires a fifty percent (50%) match of eligible expenses.

D. Public Permanent Art Grant:

1. A Public Permanent Art Minor grant will be in an amount up to five thousand dollars ( $\leq$  \$5,000) and requires a twenty-five percent (25%) match of eligible expenses.
2. A Public Permanent Art Major Grant will be in an amount over five thousand dollars ( $>$  \$5,000) and requires a fifty percent (50%) match of eligible expenses.

A Public Permanent Art Grant cannot include an advertising component and must be easily accessible to the public.

In-kind funding cannot be used towards the grant match.

403. Allocation of Arts Commission Grants

A. Staff will review the applications for correctness and adjust grant requests for the following:

1. Ineligible expenses as specified in Section 501(C) will be removed.
2. If an applicant's grant request does not include the required cash match, the grant request will be adjusted so that the cash match requirement is met as established in Section 402.

B. A meeting will be scheduled for the applicants to present their art grant request to the Arts Commissioners. The Arts Commissioners will score the art grant request based on the following:

1. Does the art grant request promote tourism and the hotel and convention industry as required by Texas Tax Code Section 351.101? In the event that the majority of Arts Commissioners find the art grant request does not satisfy this criterion, the grant request will be disqualified;
2. The artistic merit of the art grant request (30 points maximum);
3. The experience of the applicant:
  - a. Previous Arts Grant recipient - ability to meet the stated goals and objectives of the grant rules and regulations; or
  - b. First-time applicants - the length of time hosting the event and experience in undertaking projects of similar complexity as the one for which funds are being requested. (10 points maximum);
4. Expected number of Killeen hotel rooms sold for the event with credible objective supporting data or information (15 points maximum);

5. Expected “Tourism”, as defined under Texas Tax Code Section 351.001 as guiding or managing individuals who are traveling to a different city, county, or state for pleasure, recreation, education, or culture (15 points maximum);
6. Marketing effort of the art grant request to attract tourists and hotel guests (20 points maximum); and
7. Applicant’s knowledge and ability to address the Arts Commission’s questions (10 points maximum).

C. The grant recommendation = adjusted grant x average score ÷ total of maximum grant amounts x budget for grants.

1. Definitions:

a. Adjusted grant – original grant request minus any adjustments for ineligible expenses and matching requirements.

b. Average score – the average of all the Arts Commissioner’s scores as a percentage.

c. Total of maximum grant amounts – Sum of all maximum grant amounts. The maximum grant amount for each grant request is determined by multiplying the adjusted grant amount by the average score.

D. City staff will present the recommended grant awards to the Arts Commissioners for review in the presence of the eligible applicants. Afterwards, the art grant recommendations will be presented to the City Council for approval.

**V. Guidelines and Criteria for Arts Commission Grants**

501. Use of Funding

A. Arts Commission Grants will be distributed in the following manner to events and public permanent art that have as their primary purpose

1. The promotion of the Arts and cultural enhancement of the city and:

2. Promote tourism and the convention and hotel/motel industry in the City of Killeen by developing the arts in this community through the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design, and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation,

performance, execution, and exhibition of these major art forms, as authorized by Texas Tax Code Section 351.101(a)(4).

B. Guidelines for Arts Commission Grant Applicants:

1. A copy of the organization's most recently filed Form 990 must be submitted with its application.
2. Grant recipients will be required to demonstrate how the grant funding will accomplish the purposes stated above. The City of Killeen shall monitor the use of funds by the recipient. Failure of a recipient to use funds for the stated purpose may cause forfeiture of the grant and/or rejection of future grant applications and/or legal action.
3. The event(s) or public permanent art must have the majority of its involvement in the arts inside the city limits of Killeen.
4. The grantee is required to obtain liability insurance for all events held on City property. At a minimum, the insurance coverage must be in effect through the duration of the events. If the grantee purchases liability insurance covering multiple events, the eligible cost to be included in the grant will be prorated based on the ratio of events sponsored by the Commission compared to the total number of events covered by the policy. The City of Killeen must be named as an additional insured, and proof of insurance must be submitted to the City of Killeen Finance Department a minimum of 10 business days prior to the event. The cost of the liability insurance will not be a reimbursable expense if the grantee fails to submit the correct insurance documents by the deadline.
5. Applicant must estimate what percentage of the audience or participants will come from outside the City of Killeen. Applicant must show effective marketing efforts to draw audiences and participants from outside the City of Killeen. The applicant will document, when possible, those who attend.
6. The proposed event or public permanent art must be of artistic quality and a majority must be of artistic merit as determined by the Commission.
7. Grant recipients will be required to inform the Arts Commission of any changes in the scheduled activities that were approved in the original contract. Any such change in the location or schedule will be conveyed at least 45 days prior to the event or public permanent art change to City staff via the Event Change Notification form. The event change must be presented to the Arts Commission and the Commission will vote on the event change request. Failure to provide this information by the deadline may result in a penalty of 10% reduction per each business day late from the adjusted grant amount. Grantees may also be subject to rejection of future grant applications and/or legal action.

Grantees shall notify City staff in writing if there is a change in the point of contact for the grant to ensure the city staff can brief the replacement regarding the grant requirements. Failure to notify shall result in forfeiture of the funding.

8. A Budget Adjustment Request must be submitted if the organization needs to modify the approved Grant Budget by more than 10% of the total. If a Budget Adjustment Request is not submitted, the maximum eligible amount identified per budget category on the Grant Budget will be used to determine the reimbursement. The Budget Adjustment Request shall be submitted to City staff prior to the due date of the evaluation report.

9. A minimum of six (6) tickets to the event (performance/event) or unveiling of the public permanent art must be provided to the Finance staff for Commission use ten days in advance of the event or unveiling.

10. The proposed event(s) or public permanent art must be completed within the City's Fiscal Year (October 1 through September 30) for which funding is provided.

11. Public permanent art must be accessible to the public. Publicly accessible art means produced works of art installed, presented or performed in a location that is accessible to the public.

12. The grant recipient shall not make cash payments for expenses that will be submitted to the City for reimbursement.

C. Ineligible Activities for Arts Commission Grants.

The Commission will not fund the following:

1. Social functions, parties and receptions; the primary purpose of the event should be artistic in nature and not a secondary factor of the event.

2. Events involving high school, college, or university credit that will ultimately be used toward a degree, diploma or certificate.

3. Events at public and private schools, colleges, and universities that primarily relate to curriculum and that have minimal or no community involvement.

4. Operating expenses for privately owned for-profit corporations.

5. Operating expenses for Federal-, State- or County-owned facilities, and general governmental operations of a municipality.

6. Transportation and lodging expenses, other than those for the performers.

7. Capital improvements, bricks and mortar, and permanent equipment; capital improvements are assets of a long-term character which are intended to continue to be held or used over a life span of several years. Examples include land, buildings, major machinery and equipment purchases and other types of equipment which cost over \$250 and have a factory lifespan of at least one year, with the exception of Public Permanent Art Grants.

8. Retroactive funding;

9. Any related party transactions. A related party is an entity that can control or significantly influence the management or operating policies of another entity to the extent one of the entities may be prevented from pursuing its own interests. A related party may be any party the entity deals with that can exercise that control. Each applicant shall disclose to the Commission in their grant application, any related party relationship or common control relationship even if no related party transactions have occurred, if the relationship could significantly affect the entity's financial position or results of operation.

10. An event or public permanent art that does not have as its primary purpose the promotion of the Arts and cultural enhancement of the city.

11. A public permanent art grant that includes advertising and/or is not publicly accessible.

12. Public permanent art that does not have permission from the land/property owner or other concerned parties.

13. Gifts, prizes, and awards that exceed \$50 per individual. A roster of individuals receiving the gifts, prizes, or awards is required as supporting documentation.

14. Meals, refreshments, and catering expenses, other than those for volunteers and performers; meal expenses for volunteers and performers that exceed \$50 per individual. A roster of volunteers and performers is required as supporting documentation.

15. Sales taxes.

D. Organization Eligibility

To be eligible for an Arts Commission grant, an organization must:

1. Be a tax-exempt, nonprofit corporation incorporated under the laws of the State of Texas. In addition, the organization must be a 501 (C) tax-exempt organization under the rules and regulation of the Internal Revenue Service, if required by the Tax Code. All corporations applying for a grant must have a valid nonprofit organization charter on file with the Texas

Secretary of State. A Certificate of Fact, dated in the current year, from the Texas Secretary of State must be submitted with the application. If the organization is a 501 (C) tax-exempt organization under the rules and regulation of the Internal Revenue Service, the organization must also submit with their application a letter of exemption, dated in the current year, from the Internal Revenue Service. Failure to submit these necessary documents will result in the organization being ineligible for funding.

Organizations which are not incorporated may apply under the umbrella of a nonprofit organization. The umbrella organization is the official applicant and is responsible for compliance with the Arts Commission's Rules and Regulations and the reporting requirements and financial commitments of the funded applicants. An entity of government may also apply directly for an Arts Commission grant for an eligible event or program.

Individuals applying for Public Permanent Art Grants must apply under the umbrella of a nonprofit organization.

2. Demonstrate sound artistic direction.
3. Promote tourism and the convention and hotel/motel industry.
4. Not have any outstanding financial obligations with the City of Killeen.
5. Not have any outstanding financial obligations related to previous arts grant funded events or public permanent art.

502. Types of Events or Public Permanent Art

There will be four types of events/public permanent art funded by Arts Commission Grants.

- A. Single event – Only one event.
- B. Multiple events (other than year-long) – More than one event, but not occurring throughout the course of twelve months.
- C. Year-long events - Events occurring over the course of twelve months.
- D. Public Permanent Art Projects

The applicant may only have one active application per year, if eligible. The application may cover more than one event or public permanent art. If the applicant is disapproved for funding, the applicant may reapply during the next funding period, if eligible. The amount of funding requested for each event or public permanent art listed on the grant application shall determine if the grant request is for a major grant or a minor grant.

503. Guidelines for Document Submissions

Please follow the guidelines below when submitting any documentation to City staff.

- A. Provide one copy of all forms and supporting documentation.
- B. All documents that are not 8 ½ x 11 inch need to be taped down to an 8 ½ x 11 inch piece of paper (including, but not limited to, newspaper ads, clippings, fliers, etc.). This includes cutting out any necessary items larger than 8 ½ x 11 inches (i.e. newspaper clippings) and taping down as well.
- C. All submissions must be given to the Finance Department's Executive Assistant for recording purposes.
- D. All documents submitted must be one sided.
- E. If City staff identifies any necessary corrections or adjustments, they must be made by the grantee.
- F. The grantee is ultimately responsible for providing complete and accurate documentation for all required submissions. If City staff identifies any necessary corrections, adjustments, or missing documentation, the grantee is the responsible party to make the adjustments and provide additional documents in order to be considered complete and timely.
- G. Any requests made by City staff must be fulfilled by the grantee within 10 business days. After the 10 day window expires, the submission will be processed as is, if sufficient enough to do so. If it is determined insufficient for processing as is, the submission will be considered incomplete and deemed not received by the required deadline. This could result in the grantee forfeiting a portion or all of unpaid grant funds.

**VI. Applications and Administration for Arts Commission Grants**

601. Application Packet

An application form, approved by the simple majority vote of the Commission, shall be completed by all applicants. The applicants will, upon request, receive a packet containing the application, instructions, and these rules and regulations. Applicants must submit their request on the "City of Killeen Arts Commission Grant Application" form provided by the Killeen Arts Commission. Application information will be limited to the provided "City of Killeen Arts Commission Grant Application" form.

602. Administrative and Fiscal Responsibility

All applicants applying for an Arts Commission grant must demonstrate efficient and effective organization. Applicants who have previously been funded by the Arts Commission must have a history of submitting all financial reports with the Arts Commission accurately, completely, and in a timely manner.

603. Calendar

The grant year shall be October 1 through September 30.

- A. The Arts Commission will solicit applications during the month of February.
- B. City staff will hold an application workshop to brief the potential grantees on the requirements of the grant requests, the process of application review, and the allocation of grant awards. A deadline will be established for application submission. Applications will not be accepted after the deadline.
- C. The Arts Commission will review requests and conduct interviews at the Grant Review Workshop.
- D. The Arts Commission will submit recommendations to the City Council after the Grant Recommendations Workshop.
- E. Grants awards will be approved by the City Council, at a regular City Council meeting, subject to later adoption of the City's annual budget.
- F. Contracts shall be executed after October 1.

604. Required Grant Conditions, Contract and Payment of Arts Commission Grants

After grant awards are announced, the City of Killeen will execute a contract with the recipient specifying the amount and the conditions under which the grant is given.

A. Required Grant Conditions

1. For **startup grants of up to \$3,000 or Minor and Major grants for each \$5000 each \$3,000** granted by the Arts Commission, the grantee shall submit proof that at least one (1) hotel or motel rooms within the City of Killeen were utilized by patrons or vendors. A statement from a hotel or motel showing paid stays shall be required. Charges for rooms to be counted toward this requirement shall not be allowable expenses of a grant. This provision shall not apply to public permanent art grants. Grantees that fail to meet this requirement may have a 10% reduction in grant reimbursement for each unfulfilled hotel or motel room.

2. All printed materials must include the name of a host hotel or motel. This provision shall not apply to grants for public permanent art grants.

3. The grantee shall display an Arts Commission banner at the site of an event unless the grantee can show that such display would interfere with the artistic value of the event or otherwise hinder the event. An Arts Commission member shall be responsible for delivering and retrieving the banner. The grantee shall be excused from displaying the banner if it is unavailable or if no Arts Commission member is available to deliver it. This requirement shall not apply to year-long events or public permanent art grants

4. The grantee shall provide a booth to the Arts Commission if requested by the Arts Commission. One or more Arts Commission member(s) shall be appointed to represent the Arts Commission at the booth for the duration of the event. The grantee may be excused from this requirement if the grantee can show that a booth would interfere with the artistic value of the event or otherwise hinder the event. This requirement shall not apply to year-long events or public permanent art grants.

**B. Single Event - Only one event or public permanent art**

No sooner than 45 days prior to completion of the event the grantee may request an initial payment (not to exceed 50% of the grant amount) by submitting Exhibit A-DDR (Drawdown Request), the corresponding Exhibit B's (Expense Summary), and supporting documentation (see section 605 for definition of supporting documentation). City staff will review the request before payment is disbursed. If City staff has any questions or requests additional documentation, the request must be fulfilled by the grantee within 10 business days. After the 10 day window expires, the Drawdown Request will be processed as is, if sufficient enough to do so. If it is determined insufficient for processing as is, the Drawdown Request will be denied.

No later than 45 days after the completion of the event the grantee may request the remaining grant funds by submitting Exhibit A (Evaluation Report), corresponding Exhibit B's (Expense Summary) and supporting documentation (see section 605 for definition of supporting documentation) for the entire grant year. If City staff has any questions or requests additional documentation, the request must be fulfilled by the grantee within 10 business days. After the 10 day window expires, the Evaluation Report will be processed as is if sufficient enough to do so. City staff will recommend to the Arts Commission that the grantee be denied the portion of grant funds related to the requests that were not fulfilled. If it is determined insufficient for processing as is, the Final Evaluation will be considered incomplete and deemed not received by the required deadline. City staff will recommend to the Arts Commission that the grantee be denied any unpaid grant funds.

Final payment will be disbursed no later than 30 days after the Arts Commission has voted to approve the required Evaluation, and all other

contract conditions have been met. If the Evaluation is not received in the Finance Department by close of business on the 45<sup>th</sup> day (as identified per the grantee's signed contract or Budget Adjustment Request form) after the completion of the event, the grantees grant reimbursement may be reduced 10% per business day past the deadline. The Evaluation must include Exhibit A, all relevant Exhibit B's, and supporting documentation (see definition of supporting documentation in section 605). Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department as soon as received.

C. Multiple Events (other than year-long) –More than one event, but not occurring throughout the course of twelve months.

No sooner than 45 days prior to completion of each specific event the grantee may request an initial payment (not to exceed 50% of the grant amount for the specific event) by submitting to City staff Exhibit A-DDR (Drawdown Request), the corresponding Exhibit B's (Expense Summary), and supporting documentation (see section 605 for definition of supporting documentation). City staff will review the request before payment is disbursed. If City staff has any questions or requests additional documentation, the requests must be fulfilled by the grantee within 10 business days. After the 10 day window expires, the Drawdown Request will be processed as is, if sufficient enough to do so. If it is determined insufficient for processing as is, the Drawdown Request will be denied.

No later than 45 days after the completion of each specific event, the grantee may request the remaining grant funds for the specific event by submitting to city staff Exhibit A (Evaluation Report), corresponding Exhibit B's (Expense Summary), and supporting documentation (see section 605 for definition of supporting documentation). City staff will review the request before payment is disbursed. If City staff has any questions or requests additional documentation, the requests must be fulfilled by the grantee within 10 business days. After the 10-day window expires, the Evaluation Report will be processed as is if sufficient enough to do so. City staff will recommend to the Arts Commission that the grantee be denied the portion of grant funds related to the requests that were not fulfilled. If it is determined insufficient for processing as is, the Evaluation will be considered incomplete and deemed not received by the required deadline. City staff will recommend to the Arts Commission that the grantee be denied any unpaid grant funds.

Final payment will be disbursed no later than 30 days after the Arts Commission has voted to approve the required Evaluation, and all other contract conditions have been met. If the Evaluation is not received in the Finance Department by close of business on the 45<sup>th</sup> day (as identified per the grantee's signed contract or Budget Adjustment Request form) after the completion of the event, the grantees grant reimbursement may be reduced 10% per business day past the deadline. The Evaluation must include

Exhibit A (Evaluation Report), all relevant Exhibit B's and their supporting documentation. Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department staff as soon as received.

D. Year-long Event – Events occurring over the course of twelve months.

To receive quarterly payments grantees should submit Exhibit A-DDR (Drawdown Request) with the corresponding Exhibit B's (Expense Summary) and supporting documentation (see section 605 for definition of supporting documentation) for quarters one (January), two (April) and three (July). For the fourth quarter payment grantee must submit Exhibit A (Evaluation Report) with the corresponding Exhibit B's (Expense Summary) for the entire grant year by close of business on the 45th day after the completion of the final event. If City staff has any questions or requests additional documentation, the requests must be fulfilled by the grantee within 10 business days. After the 10 day window expires, the Evaluation Report will be processed as is if sufficient enough to do so. City staff will recommend to the Arts Commission that the grantee be denied the portion of grant funds related to the requests that were not fulfilled. If it is determined insufficient for processing as is, the Evaluation will be considered incomplete and deemed not received by the required deadline. City staff will recommend to the Arts Commission that the grantee be denied any unpaid grant funds.

Final payment will be disbursed no later than 30 days after the Arts Commission has voted to approve the required Final Evaluation, and all other contract conditions have been met. If the Evaluation is not received in the Finance Department by close of business on the 45<sup>th</sup> day (as identified per the grantee's signed contract or Budget Adjustment Request form) after the completion of the final event, the grantees grant reimbursement may be reduced 10% per business day past the deadline. The Evaluation must include Exhibit A, all relevant Exhibit B's and their supporting documentation. Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department staff as soon as received.

605. Record Keeping and Supporting Documentation

- A. All recipients of Arts Commission Grants will be required to establish records detailing the use of the funds under the program. These records are subject to examination and audit by the City of Killeen and by the State of Texas.
- B. Supporting documentation, as referenced in this document, is defined as evidence that costs were incurred and paid by the grantee. Generally, this will take the form of an invoice, receipt, or contract, supported by a copy of a cancelled check/electronic copy or other document, for example, bank

statements, electronic reference, cashier's checks, money orders, etc., supporting that the transaction occurred. Note that all copies of cancelled checks, submitted as documentation, should include both the front and back of the check. If the back side is not available, a copy of the respective bank statement can be submitted. For reimbursement of the grantee's staff salaries (Category 1), personnel activity reports are required. The personnel activity report must contain enough detail to identify the portion of staff salaries devoted to the event/project. The reports must be signed by the employee and the employee's supervisor.

606. Acknowledgement of City Funding for Arts Commission Grants

The recipient shall acknowledge the City of Killeen's participation in the funding of the event or public permanent art in all promotional materials using the context below. This shall include and not be limited to printed programs, posters, mailers, advertisements, social media, audio, video and internet promotions.

Printed Items: "This event/program/performance/exhibition/public permanent art is supported, in part, by funds from the City of Killeen, Texas, Municipal Hotel Occupancy Tax Revenues and other funding sources as stated in the contract." The font used in print materials shall be proportional to the advertisement style.

Printed materials also shall use the official logo of the Killeen Arts Commission or the following statement: "Sponsored in part by the City of Killeen, Texas, Arts Commission." The font used for the logo must be sized the same as sponsors that have contributed amounts similar to the grant from the Arts Commission.

Radio/Audio ONLY: "Sponsored in part by a grant from the City of Killeen, Municipal Hotel Occupancy Tax Revenues."

607. Application Workshop

All grant applicants must have informed representation at the Killeen Arts Commission Application Workshop. A makeup session may be provided by City Staff within 30 days of the original workshop. If the applicant does not have informed representation at the Application Workshop or the makeup session the application will be disqualified for funding. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. Failure to do so will cause the organization to be ineligible for consideration of funding.

608. Grant Review Workshop

All grant applicants will be required to have informed representation at the Killeen Arts Commission Grant Review Workshop. Failure to attend this workshop will disqualify the application for funding. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must be familiar enough with the grant

application to answer any questions about it and the organization, both definitively and with authority. Failure to do so will cause the organization to be ineligible for consideration of funding.

609. Application Review for Approval

All grant applicants will be required to have informed representation when their application is being reviewed for approval by the Killeen Arts Commission. Failure to attend this review will disqualify the application for funding. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must be familiar enough with the grant application to answer any questions about it and the organization, both definitively and with authority. Failure to do so will cause the organization to be ineligible for consideration of funding.

If it is determined that an applicant submitted false information on their application, the application will be denied for the current grant cycle and the grantee will be ineligible to apply for the two (2) subsequent grant cycles.

610. Evaluation Report Review

All grant recipients are required to have informed representation when their Evaluation Report is being reviewed for approval by the Killeen Arts Commission. Failure to attend this review will result in the evaluation being placed on a future agenda. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must be familiar enough with the Evaluation Report to answer any questions about it and the organization, both definitively and with authority. Failure to do so will cause the organization to be ineligible for funding consideration. A 1-2 minute visual presentation compatible with city equipment must be submitted with the completed evaluation form.

611. Non-compliance with Program

Any grant applicant or grant recipient that does not timely and fully comply with the Killeen Arts Commission Rules and Regulations, Recipient Contract and all local, state and federal laws may be ineligible for funding for the current grant cycle and the grantee may be ineligible to apply for the two (2) subsequent open grant cycles. City staff will recommend to the Arts Commission that the grantee be denied any unpaid grant funds.

## **VII. Arts Commission Sponsored Cultural/Arts Activities**

The Arts Commission may choose to produce a Cultural/Arts event itself, rather than merely being a grant source for others.

701. Criteria

A Cultural/Arts Event must meet the criteria of section v.501.A and have the majority of its involvement within the City limits of Killeen. Moreover, the event must be of artistic quality as determined by the Commission and be responsive to the arts/cultural needs of the City.

702. Funding

- A. Allocations budgeted for Arts Grants, through other state, federal or private grants may be used, as well as private gifts, donations, and admission fees charged for the event. The Commission shall comply with the terms and conditions attached to any grant, gift or donation upon acceptance.
- B. Nothing herein prevents the use of funds, raised under this Section VII, as Arts Commission Grants provided for in Section V.
- C. The Purpose of a Cultural/Arts event shall be the same mission as stated in Section 351.101(4) of the Tax Code. The purpose of such Cultural/Arts event shall not be manifestly to create profit but to cover cost of the event.

**VIII. Motions**

A motion may be made by any Commissioner other than the presiding officer. A motion to approve any matter before the Commission or to recommend approval or disapproval shall require a simple majority approval vote.

**IX. Certification and Amendments**

901. Certified Copy

A certified copy of these rules and regulations and any amendments shall be filed in the office of the City Secretary within ten (10) business days of their adoption.

902. Amendments

Amendments to these rules and regulations may be adopted at any time at a public meeting, upon the affirmative vote of the simple majority of the commissioners, provided the amendment is proposed at a previous meeting and stated in the minutes of such meeting.

The amendment will not become effective until the next regular meeting. Amendments regarding guidelines and criteria for applicants requesting funding shall be approved by the City Council.



# ARTS COMMISSION REQUESTED RULE CHANGES

RS-22-133

September 20, 2022

# Background

2

- Arts Commission Rules and Regulations last revised April 2020
- Rules and regulations revision process:
  - Rules & Regulations Subcommittee and Staff (Finance and Legal) recommend rule changes
  - Arts Commission reviews and approves
  - Requested rules and regulations are presented to City Council for consideration

# Highlights of the Proposed Changes

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- Chairperson may be counted to establish a quorum
- Chairperson can vote if needed to establish a quorum
- Changed language to require grantee to submit proof that at least one (1) hotel or motel room within the City of Killeen was utilized by patrons or vendors for any of the following grantees:
  - Startup grants of up to \$3,000
  - Minor and major grants for each \$5,000 granted by the Arts Commission

# Alternatives

4

- ❑ Do not approve the requested rule changes
- ❑ Modify the requested rule changes
- ❑ Approve the requested rule changes as presented

# Recommendation

5

City Council approve the Killeen Arts Commission rule changes effective for the fiscal year 2023 grant cycle



# City of Killeen

## Staff Report

File Number: RS-22-134

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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Leslie Hinkle, Executive Director of Community Development

**SUBJECT:** Fleet Services Roof Hail Damage Repair

### **BACKGROUND AND FINDINGS:**

On April 12, 2022, the Fleet Services building suffered major hail damage to their roof. Insurance proceeds will cover repair to the roof, after the deductible of \$10,000 is met. The Roof Company (TIPS #6929) submitted a proposal to completely re-coat the existing roof to include a moisture scan over entire roof to detect any wet insulation, clean existing roof for prep, all new materials and services.

Warranty includes fifteen (15) years for materials and labor. Required equipment, and disposal of roof restoration and related debris is the responsibility of the Roof Company.

### **THE ALTERNATIVES CONSIDERED:**

- 1) Do not repair existing roof at the Fleet Services building.
- 2) Repair the existing roof at the Fleet Services building.

### **Which alternative is recommended? Why?**

Alternative #2 is recommended to prevent future water penetration, and damage to interior components of the Fleet Services building.

### **CONFORMITY TO CITY POLICY:**

Purchases made through a cooperative contract satisfies the state competitive bidding requirements as stated in Texas Local Government Code, section 271.102, subchapter F: a local government that purchases goods or services under this subchapter satisfies any state law requiring local government to seek competitive bids of the purchase of goods or services.

### **FINANCIAL IMPACT:**

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

The expenditure is in the amount of \$159,707.

**Is this a one-time or recurring expenditure?**

One-Time

**Is this expenditure budgeted?**

Yes, funds are available in the Fleet Services Internal Service Fund account 601-2033-415.44-85.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

Authorize the City Manager or his designee to executive a contract with The Roof Company, for the hail damage repair to the existing roof at the Fleet Services building in the amount of \$159,707 and to execute any change orders in an amount allowed by state law.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Proposal  
Certificate of Interested Parties



The Roof Co. Waco LLC

3605 Franklin Ave • Waco, TX 76710-7327 • Phone: 254-651-1776 • Fax: 254-651-1876

City of Killeen - Pat Martin  
Phone: 254-681-7287

Job Address:  
2003 Little Nolan Rd.  
Killeen, TX 76543

Print Date: 8-26-2022

**Proposal for City of Killeen Fleet Services Roof (TIPS #6929)**

Proposal is based on market conditions of (June) 2022 & is valid for (15) days from date of proposal.

\*A moisture survey must be performed by a PM approved Thermographer and all wet material must be replaced (base bid excludes wet insulation removal & replacement)

Commercial - Roof Coating & Sheetmetal Work				
Items	Description	Qty/Unit	Unit Price	Price
<b>Moisture Scan</b>	Perform a moisture scan over entire roof to detect any wet insulation per manufacturer requirements.  Per manufacturer requirements if wet insulation is present, wet insulation must be removed and replaced with like kind materials *Wet insulation material & labor removal & replacement not included in base bid.	1 Each	\$1,358.50	\$1,358.50
<b>Clean &amp; Prep Existing Roof</b>	Labor to: -clean off existing roof w/ the use of pressure washer and cleaner per manufacturer requirements	179.86 Sqs	\$49.46	\$8,896.54
<b>Roof Base &amp; Top Coat Application</b>	Labor To: -Apply PM ponding eliminator as needed to alleviate ponding water *this does not eliminate  -Apply PM pro patch on major holes in existing foam roof  -Apply silicone base coat at a rate of 1.75 gallons per sq per manufacturer specification  -Apply silicone top coat at a rate 1.75 gallons per sq per manufacturer specification	244.15 Sqs	\$107.25	\$26,185.09
<b>Roof Base &amp; Top Coat Application</b>	Material To: -Apply PM ponding eliminator as needed to alleviate ponding water *this does not eliminate  -Apply PM pro patch on major holes in existing foam roof  -Apply silicone base coat at a rate of 1.75 gallons per sq per manufacturer specification  -Apply silicone top coat at a rate 1.75 gallons per sq per manufacturer specification	244.15 Sqs	\$393.25	\$96,011.99
<b>Equipment</b>	Equipment To: -Roof load materials	2 Equip.	\$3,018.56	\$6,037.12
<b>Disposal</b>	Disposal: -Haul off roof restoration related debris	2 Disposal	\$715.00	\$1,430.00
<b>General Conditions</b>	General Conditions: -commercial general liability -commercial workmans comp -commercial auto -site supervision & safety -project management & quality control	1 GC	\$13,357.43	\$13,357.43
<b>Warranty</b>	15 year material & labor warranty *First (30) Months of Warranty Period - Contractor responsible for all labor & non-silicone materials  *Remainder of Warranty Period - All costs covered by PM (Progressive Materials)  *Progressive Materials does NOT offer a 20 year material & labor warranty on recoats of existing foam roof systems	17,986 warranty	\$0.36	\$6,430.00

**Total Price: \$159,706.67****Excludes:**

- Existing roof removal or replacement
- Existing structural removal or replacement
- Existing deck removal or replacement
- Existing insulation removal or replacement
- New SPF insulation recover
- New tapered insulation to ensure positive drainage
- New drains or internal piping
- MEP related work
- Exterior facade work

**Terms & Conditions****Payment Terms:**

1. The contractor will furnish all of the labor and materials which are necessary to perform the work. Unless otherwise stated in this proposal, the labor and materials that are furnished will be those which are ordinarily used in the construction industry.
2. The contractor will perform the work in accordance with any applicable plans and specifications that have been provided prior to date of this proposal. The contractor however will not be responsible for the property of such plans or specifications.
3. In performing the work, the contractor will be entitled to assume that the work of the other contractors has been properly performed. The contractor will not be required to inspect the work of others and will not have the liability for any problems which may arise as result of other work.
4. All preparatory work at the site, which is to be undertaken by others, prior to work of the contractor must be properly completed for the contractor to perform the work described in this proposal. The contractor will have no responsibility for any preparatory work or the result thereof.
5. The contractor will only be responsible for the specific work which is described herein. If any additional work is required, or any changes are made during the construction which increase the cost of performance, the contractor will be entitled to add additional compensation.
6. Similarly, if any abnormal surface and subsurface conditions which could not reasonably have been expected by the contractor are encountered at the project site, the contractor will be entitled to add an additional charge for any increase in the cost of performance.
7. Any additional charges which are added by the contractor will be reasonable. If there is any disagreement regarding the reasonableness of its charges, the contractor may suspend all of its work until the disagreement is resolved or may terminate its contract without liability.
8. The contractor will perform the work with reasonable diligence but will not be responsible for any delays which may occur because of weather, strikes, transportation difficulties, and shortages of materials, mechanical breakdown or any other conditions that are beyond its reasonable control.
9. The contractor will not be responsible for any test or permits that may be required to perform the work unless otherwise provided by this proposal. Likewise, the contractor will not be responsible for engineering or surveying services unless otherwise provided herein.
10. When the work is completed, the contractor will leave the site in reasonably clean condition. All objections to its work, which are based on conditions that are visible at the time of completion, must be brought to its attention prior to the time it leaves the site or will be waived. The contractor will not perform any work hereunder if credit is not approved.
11. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate sum of one percent (10%).
12. Unless otherwise specifically agreed on the reverse side hereof, or required by law, no retainage will be withheld from the amounts which are payable to the contractor for the work performed hereunder. The contractor will be entitled to receive full payment as provided herein for all work performed.
13. This proposal contains all of the terms and conditions which constitute the offer of the contractor. Acceptance is strictly limited to the terms and conditions set forth herein and unless the contractor otherwise agrees in writing, no other terms or conditions will apply to the work.

**ACCEPTANCE:** All Proposals are subject to acceptance by The Roof Co. Waco, LLC ("Contractor"). Changes requested by Customer in writing or required hereunder, shall be subject to Contractor's approval and, if accepted, shall be paid by Customer in addition to the Proposal price. All of Contractor's rights and remedies hereunder extend to changes. Unless otherwise agreed in writing all changes are at Contractor's regular price. All surplus material remains Contractor's property. While the work is being performed, Contractor may use the Customer's utilities at no cost. If Contractor is unable to complete the work for any reason, it may assign its obligations hereunder to a contractor of its choice. All rights, remedies and privileges of Contractor hereunder inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that Contractor may require to carry out the terms of this Proposal or to comply with all applicable laws. Contractor may make minor variations in work or substitute material of equal or better quality without consent of Customer. The building owner will be responsible for any satellites, cables, data, IT, networking, antennas, boosters, dish, access controls, services, or any other work not related to the specific work included in the proposal that may need to be moved while performing the work. It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur, and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above-mentioned service. Contractor will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work.

**EXISTING BUILDING:** Contractor will not be responsible for any existing mechanical, electrical, plumbing, etc. unless otherwise defined in our original scope of work. Please note that units (HVAC, condenser, satellites, etc.) may be lifted slightly for install of new roof and that Contractor will not be held responsible for any of the unit's function. In cases of recovering an existing roof, Contractor will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof. Contractor will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof, or other causes or conditions beyond Contractor's reasonable control. It is the tenants'/owner's responsibility during the event of the leak to protect their property from damages and to notify Contractor within 24-hours of time of leak. Contractor will not be held liable from any non-working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof.

- Customer must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24-hours to Contractor to determine if Contractor was responsible for the issue. If all documentation is not turned in within 24-hours of notification Contractor will not be held liable for any issues or damages. Contractor will not be responsible for any services (electrical, plumbing, HVAC, conduits, etc.) that may be mounted to the deck of the roof and that may be compromised during the installation of the new roof. Unless otherwise PAID for by owner of the building, Contractor will not conduct a search & locate of any service below the roof. If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof.

This Proposal does not include, unless expressly specified, any asbestos abatement, removal, encapsulation, or any removal of lead paint. If

...that report does not include, unless expressly specified, any abated asbestos, lead paint, or any other hazardous material. If asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra. Customer represents that he/she owns the property at which the work is to be performed. Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work.

**CANCELLATION AND DEFAULT:** The material for the project or any approved insurance company description of work and materials is specially ordered and cannot be canceled by the Customer after any right of rescission period has expired. Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full. Customer further agrees that in the event of default, Contractor, has a right of possession and that the Customer will make available to Contractor, at a reasonable time, the materials provided under this Proposal. If Customer cancels this Proposal or defaults in any way after any rescission period has expired, and the materials have already been ordered by Contractor, the Customer agrees that Company shall be entitled to the entire approved price for the materials. The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer; (B) Customer fails to provide access to Contractor, at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as described in this Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal. In the event of the default, the Customer shall be liable for all damages incurred by Contractor.

**DATES OF PERFORMANCE:** Approximate commencement and completion dates of the Proposal are estimates only and Contractor shall not be responsible for delays in either the starting date for the work or substantial completion. Any delays caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Contractor is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control. Contractor will not be held responsible to liquidated damages for any shortages caused by suppliers that may cause delay in project.

**SUPERVISION:** Unless otherwise noted, Contractor will have, at its own discretion, the supervision onsite.

**JOINT AND SEVERAL AGREEMENTS:** Customer agrees that upon acceptance of this Agreement by Contractor, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal.

**LIMITED WARRANTY:** Contractor warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request if available. The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of material warranty must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against Contractor, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work. A specimen copy of the warranty by the manufacturer is available upon request. Contractor warrants workmanship for a (1) time call back, unless stated otherwise in proposal, after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such one-year period. This remedy is Customer's exclusive remedy for any workmanship warranty claim.

*Workmanship Warranty Subject to the limitations set forth above and below, for a period of (1 time call back) from the date of substantial completion of the work described and specified on the original contract, Contractor will make repairs necessitated by a substantial defect in workmanship.*

**WORKMANSHIP WARRANTY EXCLUSIONS:**

- Any work not performed by Contractor
- Damages/leaks caused by foreign objects, weather related events, or acts of God damages, fire, explosion, flood, misuse, abuse, vandalism, negligence, or any other similar causes beyond the control of Contractor
- Damages/leaks caused by lack of maintenance of the property by owner including but not limited to: Keeping debris/trash from drainage points (gutters, drains, scuppers, etc.) keeping trees trimmed a minimum three feet from roof, etc.
- Damages/leaks caused by modifications made by third party & or owners.
- Damages/Leaks caused by work installed by third party & or owners.
- Normal weathering of surfaces.
- Damages/leaks caused by existing building.
- Damages/leaks caused by lack of proper maintenance.
- Damages/leaks/defects/failures caused by materials not installed by Contractor
- Damages/leaks/defects/failures caused by termites, insects, rodents or other animals.

*\*It is customer/owners responsibility to protect all assets during the event of a leak and notify Contractor within 24-hrs of noticed leak.*

*\*In the event the leak is not caused by the workmanship of Contractor the owner agrees to pay Contractor for it's time to diagnose and or repair the leak.*

*\*Contractor will not be liable for any damages caused by leaks during a documented rain event if not reported in writing within 12-hours.*

\*THERE ARE NO OTHER WARRANTIES PROVIDED BY CONTRACTOR EXPRESS OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE. This workmanship warranty inures to the benefit and is enforceable only by the Customer and is to not transferable or assignable. Contractor shall not be liable for any incidental or consequential damages.

\*No warranty of any type exists until all work is paid in full. Additional terms applicable to Contractor's warranties appear on the last page.

**LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained in this proposal or any contract document between contractor and customer, contractor shall in no event be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, even if Contractor has been advised of the possibility of such damages.

**DEDUCTIBLES, SUPPLEMENTS AND PAYMENT:** Even if Contractor's work is covered by Customer's insurance, the payment of 100% of the deductible is to be paid by the Customer based on the rates of the Customer's insurance company. (See your insurance policy or claim for amounts). Under federal law, Customer is responsible for paying its insurance deductible. Deductibles (unless otherwise agreed in writing) are due upon completion of work. It is a felony to commit insurance fraud and Contractor will not waive, pay, etc. deductibles. Failure to pay deductible will result in liens against the property.

\*The amount shown on the attached proposal is due by the Customer UPON COMPLETION even if insurance proceeds are not yet received or delayed by the insurance company. Unless prior arrangements are approved, Customer shall make check payable to Contractor in the invoiced amount of the contract value and present to Contractor prior to work starting or materials being ordered.

\*ALL Supplements that are approved by the insurance and completed by the Contractor shall be paid to the contractor in the full amount of the Supplement.

\*This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract. Owner is responsible for paying all taxes that are required for the project unless a tax-exempt certificate is provided.

**RETURN POLICY:** NO RETURNS on ordered and or fabricated materials. If job is canceled during the ordering process, Contractor will work with Customer and identify what and what cannot be returned. Customer agrees to pay Contractor for any ordered and or fabricated material that are not returnable.

**ENTIRE AGREEMENT AND GOVERNING LAW:** This Proposal contains the entire agreement between the Customer and Contractor and supersedes all other written and/or oral agreements. Any changes to this Proposal must be in writing and signed by both parties. This Proposal

### Proposal Print

and any disputes related to the Proposal or Contractor's performance will be governed by and construed in accordance with the laws of the State of Texas. To the fullest extent permitted by the applicable governing law, any disputes and or suits resulting in litigation shall be held in Bell County and Customer agrees to the exclusive jurisdiction of the courts sitting in such County.

I confirm that my action here represents my electronic signature and is binding.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_



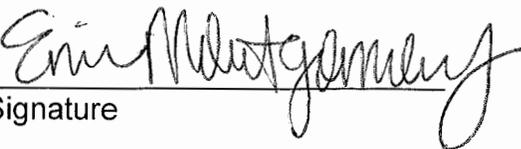
### Contract Verification

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

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

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

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

  
\_\_\_\_\_  
Signature

Erin Montgomery  
\_\_\_\_\_  
Printed Name

7/25/2022  
\_\_\_\_\_  
Date

The Roof Co. Waco LLC  
\_\_\_\_\_  
Company Name

Owner/Managing Member  
\_\_\_\_\_  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

The Roof Co. Waco LLC  
Waco, TX United States

Certificate Number:  
2022-912607

Date Filed:  
07/20/2022

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

City of Killeen

Date Acknowledged:

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

12345  
Roofing & General Contracting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Roof Co. Waco LLC	Waco, TX United States	X	X

5 Check only if there is NO Interested Party.

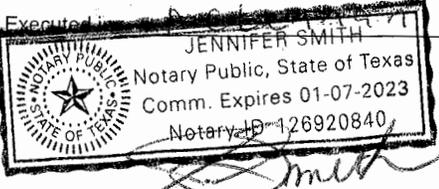
**6 UNSWORN DECLARATION**

My name is ERIN ABBE MONTGOMERY, and my date of birth is 09/04/1992.

My address is 141 Woods Ln., Bruceville, TX, 76630, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of Texas, on the 27 day of July, 20 22.  
(month) (year)



Erin Abbe Montgomery  
Signature of authorized agent of contracting business entity (Declarant)



# FLEET SERVICES ROOF DAMAGE HAIL REPAIR

RS-22-134

September 20, 2022

# Background

2

- ❑ On April 12, 2022, the Fleet Services building suffered major hail damage to their roof.
- ❑ Staff received a proposal from The Roof Company (TIPS #6929) in the amount of \$159,707 to completely re-coat the existing roofing structure
- ❑ Insurance will cover cost, minus deductible
- ❑ Work includes all materials and required services
- ❑ The warranty includes fifteen (15) years of material and labor
- ❑ Required equipment, and disposal of roof materials and related debris is the responsibility of The Roof Company

# Alternatives

3

- Do not repair the existing roof at the Fleet Services building
- Repair the existing roof at the Fleet Services building to prevent future water penetration, and damage to the interior components of the Fleet Services building

# Recommendation

4

- Authorize the City Manager or his designee to execute a contract with The Roof Company, for the hail damage repair to the existing roof at the Fleet Services building in an amount not to exceed \$159,707, and to execute any change orders in an amount allowed by state law.



# City of Killeen

## Staff Report

File Number: RS-22-135

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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Jim Kubinski, Fire Chief

**SUBJECT:** Interlocal Agreement between City of Killeen and Killeen Independent School District

### **BACKGROUND AND FINDINGS:**

The City of Killeen Fire Department partners with the Killeen Independent School District (KISD) to provide an education toward a career path in the fire service. This program allows students of KISD to attend the Killeen Fire Academy and all resources provided. As a requirement of this partnership, KISD requests that an Interlocal Agreement be signed by KISD and the City of Killeen and will expire on August 31, 2023.

### **THE ALTERNATIVES CONSIDERED:**

1: Do not approve the Interlocal Agreement between City of Killeen and KISD.

2: Approve the Interlocal Agreement between City of Killeen and KISD.

### **Which alternative is recommended? Why?**

Killeen Fire Department recommends approval of the Interlocal Agreement between City of Killeen and KISD.

### **CONFORMITY TO CITY POLICY:**

This Interlocal Agreement is compliant with Texas Local Government Code section 51.014.

### **FINANCIAL IMPACT:**

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

Estimated expenditure for FY 2023 will be approximately \$45,000. However, KISD pays Killeen Fire Academy approximately \$67,000 per year to cover equipment and personnel expenses.

#### **Is this a one-time or recurring expenditure?**

This is a one-time expenditure for FY 2023.

**Is this expenditure budgeted?**

Yes, funds are budgeted in the General Fund Fire Department accounts 010-7070-442.40-05 through 010-7070-442.40-89; 010-7070-442.41-10 through 010-7070-442.46-50; 010-7071-442.40-05 through 010-7071-442.40-89; and 010-7071-442.41-10 through 010-7071-442.46-50.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council authorize the approval of the Interlocal Agreement between The City of Killeen and Killeen Independent School District.

**DEPARTMENTAL CLEARANCES:**

Fire  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Interlocal Agreement

**INTERLOCAL AGREEMENT**  
**FOR THE KISD FIRE ACADEMY**  
**School Year: 2022-2023**

STATE OF TEXAS

COUNTY OF BELL

THIS CONTRACT AND AGREEMENT, entered into on this 12<sup>th</sup> day of July, 2022 by and between the City of KILLEEN, TEXAS and the KILLEEN INDEPENDENT SCHOOL DISTRICT, by and through their respective duly authorized City Manager, and School Board President acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the “Interlocal Cooperation Act.”

**Part 1**

**SERVICES AND CONDITIONS:**

This is a four-semester program to prepare high school students to be qualified to meet the requirements for certification as a structural Firefighter in the State of Texas. Killeen Fire Department instructors will teach the first three semesters. Semester four will be reserved for the student to complete Emergency Medical Technician (EMT) through the Texas Department of State Health Services (TDSHS). This is a required prerequisite for the graduate to become certified by the Texas Commission of Fire Protection (TCoFP).

The goals of this program are to increase the diversity of the qualified local workforce in the field of fire protection and enrich graduates by providing an education toward a career path in public service. Both classroom and hands-on learning will accomplish the goals of this program. All Firefighter classes will be conducted at Killeen Fire Department training facilities or facilities contracted by the Killeen Fire Department, and EMT classes will be conducted at the Killeen Fire Department training facility or facilities contracted by the Killeen Fire Department or the KISD Career Center. Successful completion of this course will prepare the student for employment as a basic structural firefighter in the State of Texas by meeting all the certification specific learning objectives as set by the TCoFP.

For students attending classes at the Killeen Fire Department training facility, semester one and two will be completed in the student’s junior year. Semester three and four will be completed during the student’s senior year. All live fire training will be conducted after the student has completed semester one. Prior to live fire training, students must receive instruction on safety, fire behavior, portable extinguishers, personal protective equipment, ladders, fire hoses, appliances and streams, overhaul, and water supplies. Semester four will be reserved for EMT.

The contents of semesters one through three will coincide with the TCoFP phases as outlined in the Basic Fire Suppression Certification Curriculum Manual. Contents of semester four will coincide with TDSHS certification requirements.

- Semester 1 consists of phases 1 and 2 of Firefighter I.
- Semester 2 consists of phases 3 and 4 of Firefighter II.
- Semester 3 consists of phase 5 of Firefighter II.
- Semester 4 is reserved for EMT.

## **Part 2**

### **TRANSPORTATION**

Transportation will be the responsibility of KISD to and from the training facilities of the Killeen Fire Department (KFD) and those facilities contracted by KFD.

## **Part 3**

### **CONDUCT AND APPEARANCE**

Students enrolled in the KFD-KISD Fire Academy will be neat and well-groomed in accordance with KISD policies and those of KFD to include facial hair, clothing, or jewelry that in the opinion of KFD instructor could pose a safety hazard. Students shall conduct themselves in a professional manner at all times. If such conduct becomes disruptive to the class or unsafe, the student shall be asked to leave the program. This shall be performed according to KISD procedures.

## **Part 4**

### **GRADING**

Grading will be in accordance with Killeen Fire Academy guidelines. Grades will be reported in accordance with KISD policy. All grades will be reported to KISD as required by district policy. Should any student enrolled in this program begin to fall below an acceptable passing grade level, the Executive Director for Career and Technology will be notified immediately in order to combine efforts focused on the success of each student enrolled in this program.

## **Part 5**

### **PROGRAM COST**

#### **FIREFIGHTER I (Junior Year, Both Semesters)**

The reimbursement cost of KFD-KISD Fire Academy for FFI will consist of 1-20 students for \$34,000. Additional students will be admitted at a rate of \$1,250 per student, per school year. There will be a maximum of 30 students to enter the program per school year.

**FIREFIGHTER II (Senior Year, Fall Semester)**

The reimbursement cost of KFD-KISD Fire Academy for FFII will consist of 1-20 students for \$20,400. Additional students will be admitted at a rate of \$625 per student for the fall semester. There will be a maximum of 30 students to enter the program per school year.

**EMERGENCY MEDICAL TECHNICIAN (Senior Year, Spring Semester at KFD Training Facility)**

The reimbursement cost of KFD-KISD Fire Academy for EMT is \$550 per student for the spring semester. There will be a maximum number of 30 students to enter the program per school year. This reimbursement cost is only required for the KISD students who are attending classes at the Killeen Fire Department training facility or facilities contracted by the Killeen Fire Department.

**EMERGENCY MEDICAL TECHNICIAN (Senior Year, Both Semesters at the KISD Career Center)**

The reimbursement cost of KFD-KISD EMT Program classes being held at the KISD Career Center is \$6,700 per year. This reimbursement provides a certified EMT instructor from the Killeen Fire Department for 145 hours per school year to assist with the supervision and instruction of EMT students during their required hands-on skills practice and assessment at the KISD Career Center.

**PART 6****PAYMENT**

Payment shall be due at the completion of the KISD Fire Academies and KISD EMT School. The Killeen Fire Department shall submit an invoice for Fire Fighter I, Fire Fighter II, and KISD EMT reimbursement on one invoice to the Executive Director for Career and Technology for payment.

Payment shall be made from current revenues available to the paying party.

**PART 7****TERM**

This agreement shall terminate on August 31, 2023. Changes may be made to this agreement, by either party, upon written notification, review and approval by both parties during the one-year period.

Upon completion of the one-year period, a new agreement in its entirety shall be created for future service agreements.

**PART 8**

**NOTICE OF TERMINATION**

The parties hereto may terminate their interest under the agreement, with or without cause, upon ninety (90) days' written notice of their intent to terminate the other party.

In the event of termination by Killeen Independent School District or Killeen Fire Department prior to completion of the old contract, compensation shall be prorated according to what percentage of the Academy year has been completed prior to the termination.

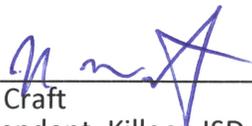
**PART 9**

**ENTIRE AGREEMENT**

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

\_\_\_\_\_

City Manager, City of Killeen



\_\_\_\_\_  
Dr. John Craft  
Superintendent, Killeen ISD

\_\_\_\_\_

Date

7/12/2022

Date



# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

2

- The City of Killeen Fire Department partners with the Killeen Independent School District (KISD) to provide an education toward a career path in the fire service.
- This program allows students of KISD to attend the Killeen Fire Academy and all resources provided.
- As a requirement of this partnership, KISD requests that an Interlocal Agreement be signed by KISD and the City of Killeen and will expire on August 31, 2023

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

3

- Financial Impact:
  - ▣ FY2023 estimated expenditures: \$45,000
  - ▣ FY2023 estimated revenue: \$67,000
  - ▣ Budgeted expense - no additional funding required
- Conforms to City Policy

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

4

## □ Alternatives:

- Not approve the Interlocal Agreement between City of Killeen and Killeen ISD
- Approve the Interlocal Agreement between City of Killeen and Killeen ISD

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

5

- Staff recommends that the City Manager or his designee be authorized to execute the Interlocal Agreement between the City of Killeen and Killeen ISD, and that the City Manager or designee is expressly authorized to execute any and all change orders within the limits set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-22-136

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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** SKYDIVE KILLEEN LEASE AGREEMENT APPROVAL (SKYLARK FIELD)

### **BACKGROUND AND FINDINGS:**

Airport staff was contacted by Skydive Addiction, LLC, d.b.a. Skydive Killeen about the possibility of relocating their existing Skydiving business to Skylark Field. Several meetings and airport site visits were conducted, as well as a review of their business plan and safety & operations plan. Also, we held meetings with other Skylark Field commercial stakeholders and held a town hall meeting with all Skylark tenants to inform them of the potential tenant and allow them to ask questions. Additionally, we reviewed Skydive Killeen's safety record and had the Federal Aviation Administration (FAA) conduct a safety review for skydive operations at Skylark Field. Meetings were also held with Airport staff, Skydive Killeen, FAA, Fort Hood Air Traffic Control, and the Fort Hood Air Traffic and Airspace Officer, to discuss safety and operational concerns. After a thorough review, the FAA determined that skydive operations can be done safely at Skylark Field.

Staff has negotiated a lease agreement with Skydive Addiction, LLC, d.b.a. Skydive Killeen to lease a 1,570 square foot office space, and the fire bay, in the old fire department building at Skylark Field. The term of the lease agreement is for a period beginning October 1, 2022 and ending September 30, 2027. The agreement will authorize the tenant the right to engage in the activities of a commercial skydiving operator to include parachute rigging and classroom activities.

### **THE ALTERNATIVES CONSIDERED:**

Alternatives considered were: (1) leave the facility vacant while continuing to solicit for other aviation business that may provide a better benefit to the airport, or (2) move forward with Skydive Killeen's request to occupy the facility and begin aviation business operations on the airport.

### **Which alternative is recommended? Why?**

Staff recommends alternative 2. Aviation staff determined the lease terms and conditions for the facility are at market rate, the services expected to be provided by the company are appropriate and in line with the airport master plan, and that further delays in executing a lease agreement would likely result in a loss of revenue to the airport. Approval of this lease keeps the City in compliance with FAA grant assurances.

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

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

The lease agreement provides revenue that the tenant will pay rental fees at a monthly rental rate of \$841.00 for the initial term. This will provide annual revenue to the airport of \$10,092 The basic rent amount is subject to an increase in subsequent years (2-5). Revenues will be deposited in the Skylark Field airport enterprise fund account 527-0000-344.02-01 (Fixed Base Operations). The activities of this tenant and potential new customers it may bring to the airport are also expected to have a positive effect on aviation fuel sales, however the estimated amount cannot be determined at this time, but the expectation is a minimum of 18% the first year and increasing thereafter.

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

City Council approve the lease agreement with Skydive Addiction, LLC, d.b.a. Skydive Killeen and authorize the City Manager or designee to execute same as well as any and all amendments and lease actions allowed per federal, state, or local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Lease Agreement  
Certificate of Interested Parties



**STATE OF TEXAS**

**COUNTY OF BELL**

**LEASE  
AGREEMENT**

This lease agreement ("Lease") is made and entered into by and between the City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and Skydive Addiction, LLC, d.b.a. "Skydive Killeen", hereinafter referred to as "Tenant".

**ARTICLE I  
Description of Leased  
Premises**

The Airport, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease and let unto Tenant the following described property, hereinafter referred to as "Leased Premises", located on Skylark Field at 1517 Stonetree Drive, Killeen, Texas, 76543: 2,427.23 sq. ft. for the purpose of office space, garage, kitchen, restroom, and storage in the old fire department building shown on Exhibit "A", attached hereto and incorporated herein.

**ARTICLE II  
Description of Concession  
Granted**

1. The Airport grants Tenant the right to engage in the activities of a commercial skydiving operator to include parachute rigging and classroom activities. These activities are defined by the Skylark Field Rules & Regulations (Exhibit C), and Standard Operating Procedures-Skydive Operations at Skylark Field (Exhibit F) but of which are attached hereto and incorporated herein.
2. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right for any aeronautical activities that is forbidden by Section 308 (A) of the Federal Aviation Act of 1958, as amended.

**ARTICLE III  
Obligations of the  
Airport**

1. The Airport shall maintain and repair the non-leased portion of the areas surrounding the Leased Premises depicted on Exhibit "A".
2. The Airport shall provide adequate access to the Leased Premises so long

as Airport, Transportation Security Administration, and pertinent Federal Aviation Regulation security practices are not violated.

3. Parking will be provided for Tenant's employees and customers in a designated parking lot or lots adjacent to or nearby the Leased Premises as depicted on Exhibit "A". Tenant understands and agrees that such parking is provided for the direct support of the aviation business activities authorized in Article II, Par. 1. herein and will not be utilized for the long-term storages of vehicles or other items owned by employees or customers of the Tenant.
4. If the Leased Premises are destroyed or damaged by any means which are not fully the fault of the Tenant, to the extent that the Tenant will be unable to conduct any substantial portion/s of the business contemplated by this Lease, either party may cancel this Lease in writing and the Tenant will stand charged only with the rent specified in ARTICLE VI up to the time of such damage or destruction.
5. The Airport shall furnish one set of keys, at no initial cost to Tenant, to the Tenant's designated Manager who shall be responsible for safekeeping of such keys. Tenant will be authorized to make multiple copies of keys at their own cost. Lost key replacement will be charged to Tenant in accordance with the Rents and Fees Schedule depicted on Exhibit B, attached hereto and incorporated herein.
6. The Airport shall maintain and keep in repair the landing area of the airport. The Airport retains the right to reasonably direct and reasonably control all activities of the Tenant in this regard. The Airport shall make all reasonable efforts not to hinder the Tenant's efforts in the performance of Tenant's business functions or services.
7. After reasonable notice to Tenant (when practical), the Airport reserves the right to temporarily close the airport or any other facilities thereon for maintenance, improvements, or for the safety of the public. The Airport will abate rent for affected tenant areas for periods in which closure for these reasons prevents the tenant from operating its facilities, if reasonable temporary facilities and/or arrangements cannot be made by the airport.
8. The Airport will provide, at no additional charge to the Tenant, the use of up to two (2) aircraft parking spots near the building specified in Article I for storage of aircraft owned, operated, or otherwise controlled by the Tenant which is outlined on Exhibit "D" attached hereto and incorporated herein. The exact location will be made by mutual agreement of the Airport's Executive Director of Aviation or his/her designated representative and Tenant's designated local manager prior to the effective date of this lease agreement. It is acknowledged and understood that it may be required for the Airport to change these locations from time to time during the term of this Lease to

accommodate pavement maintenance, construction, or other airport operational requirements. If reasonably feasible, Airport agrees to provide at least five business days' notice of such changes. If a proposed change in location is unacceptable to the Tenant, in its reasonable discretion, then Airport and Tenant agree to find a suitable and mutually acceptable location within five business days of the Tenant's notice to the Airport that the proposed relocation is unacceptable.

9. The Airport will provide viewing space in front of the leased premises, to be determined by the airport operations manager as outlined in Exhibit "E" attached hereto and incorporated herein.
10. Except as indicated in Article IV, Par 1, the Airport is responsible for the maintenance and repair of the exterior of the Leased Premises, and all plumbing located underground or under the floor of the building.

#### **ARTICLE IV** **Obligations of the Tenant**

1. Tenant accepts the Leased Premises identified in Article I of this Lease in "as is" condition, and assumes all responsibility and expense of maintaining the interior of the building in a safe, neat, attractive, and good physical condition. Tenant is responsible for the maintenance of exterior signage and any other item the Executive Director of Aviation may have authorized the Tenant to install on the exterior of the building. Tenant will promptly repair all damages at the Tenant's expense. Any damage caused by the Tenant's failure to repair the building or notify Airport in a timely manner is the sole responsibility of the Tenant. Appropriate representatives of the Airport and the Tenant will perform and document a joint facility inventory and condition inspection before Tenant occupies the Leased Premises. A record of this inspection will be maintained by both parties for the duration of the Tenant's occupancy of the facility.
2. Except as may be otherwise authorized herein, Tenant agrees it will not assign this Lease or sublet the Leased Premises or any part thereof, without the prior written consent of the Killeen City Manager. It is further agreed consent will not be unreasonably withheld.
3. Tenant agrees to keep the Leased Premises clean and shall provide its own janitorial services and will be responsible for the removal of any exposed litter or unsafe materials which may accumulate in or about the building or properties.
4. Tenant shall be responsible for disposal of its own trash accumulations at its own expense.
5. Tenant agrees that it shall not engage in any business or activity within the confines of Skylark Field other than those expressly authorized by this Lease

agreement.

6. Tenant shall operate the Leased Premises without cost to the Airport, and will maintain all equipment, appliances and furnishings therein.
7. Tenant agrees that its employees, while performing the duties associated with the concession granted in ARTICLE II, will be neatly groomed and attired and conduct themselves in a courteous, professional, and businesslike manner.
8. Tenant and its staff shall conduct activities on the Leased Premises in accordance with all applicable laws, regulations, and City ordinances.
9. Upon vacating, Tenant shall leave the Leased Premises in as good condition and substantially as they were, ordinary wear and tear excepted. Tenant shall make no structural changes, additions, or improvements to the Leased Premises without prior written consent of the Executive Director of Aviation, and appropriate building permits obtained from the City of Killeen Building and Inspections Department.
10. Tenant shall, no later than ten (10) days after the beginning of the term of this Lease, provide the Airport with a report listing all aircraft operated by the tenant by aircraft model and FAA registration number that are based at Skylark Field. Tenant shall provide subsequent reports updating this information within thirty (30) days of any change of based aircraft.
11. Tenant shall be responsible for procuring its own utility services (electric and water) and shall be responsible for said utility charges; gas billing shall be added to existing airfield utility account, tenant will be charged a monthly utility surcharge for this purpose as outlined in Exhibit "B".
12. Tenant agrees it will not store any equipment or supplies on the ramp area or any other area outside of the Leased Premises. Properly escorted vehicles and equipment may access the ramp area when necessary for maintenance support or passenger or cargo transfer to and from aircraft or the Leased Premises.
13. Tenant must, under a separate agreement with the Airport, rent an appropriate number of additional aircraft tie-down spaces for any aircraft owned, leased, operated, maintained, or otherwise consigned to the Tenant, that are not being stored within the leased premises, or the two (2) aircraft parking spaces that are provided as part of this lease agreement as specified in Article III, Section 8 (EXHIBIT "D").
14. Tenant shall provide the service described in Article II and be open to the public for a minimum, at least 12 hours (8am-8pm) each weekend day (Saturday and Sunday) during the term of this lease agreement; with the option for 7 days/week service; including holidays and throughout the lunch period with the pre-approval of The Executive Director of Aviation. The Executive Director of

Aviation, or his designated representative, may approve exceptions to these minimum operation hours for appropriately justified, reasonable occasions upon written request. Normal hours of operation and information concerning after hours points of contact and phone numbers will be posted on or near the entrance door of the leased premises.

15. Tenant will provide appropriate signage on at least the east side of the Leased Premises that clearly identifies the nature and availability of Tenant's commercial business. Such signage, to include the method of attachment to the building must be approved by the Airport's Executive Director of Aviation before installation.
16. Tenant alone is responsible for any loss or damage to, or damage caused by, Tenant-owned or operated property stored on the grounds of the Airport and agrees to indemnify and hold Airport and all of its officers, agents, servants, and employees harmless to the extent allowed by law from any loss, damage, liability or expense, including costs of court, reasonable attorneys' fees, expert witnesses' and consultants' fees, on account of damage to or loss of property and injuries, including death, to all persons, defend Airport in any suits or other proceedings brought against Airport and its officers, agents, servants and employees, or any of them on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewithin.
17. Tenant shall be responsible for maintenance (cutting, trimming, and edging) of grass, trees, bushes, and other landscaping within 20 feet of the leased building.

**ARTICLE V**  
**Terms of**  
**Agreement**

1. The Airport hereby grants unto the said Tenant, for a period of five (5) years beginning October 1, 2022 and ending September 30, 2027, the right to operate commercial aeronautical activities of a commercial skydiving operator to include parachute rigging and classroom activities, as previously described, at Skylark Field.
2. Any holding over by the Tenant on the expiration of the initial or any successive term of this Lease shall not constitute a renewal thereof but shall constitute only a tenancy on a month-to-month basis. Any such holding over may be allowed by the Executive Director of Aviation, if such holding over is in the best interest of the Airport and if the Tenant is otherwise in good standing with the Airport. The Tenant must request holding over in writing at least sixty (60) days prior to the expiration of the initial or any successive term of this Lease, as applicable, and must have received written authorization to hold over from the Executive Director of Aviation, prior to the expiration of the initial or any

successive term of this Lease, as applicable. Hold over monthly lease rates will be as specified Article VI, Par 3. All other terms of this Lease shall continue to be binding upon the Tenant in holdover status.

3. As consideration for this Lease, Tenant promises to pay to the Airport, at the Office of the Executive Director of Aviation in Killeen, Bell County, Texas, the sum/s prescribed in ARTICLE VI, said sum/s payable without demand in monthly installments in advance on or before the first day of each month and every month during the term of this Lease. Alternatively, as long as the Airport continues to maintain an administrative office at Skylark Field, all payments may be made at either office by the dates prescribed above.
4. If Tenant is not in default of the terms hereunder, Tenant will have the option to extend the term of the lease agreement for up to two (2) successive two (2) year terms under the terms and fees as set by Airport, providing Tenant gives notice of its option at least ninety (90) days prior to the termination date hereof.

**ARTICLE VI**  
**Rentals, Fees, and**  
**Accounting Records**

1. Beginning, October 1, 2022, Tenant shall pay to the Airport, \$801.00 per month for the Leased Premises in accordance with the fee schedule described in Exhibit "B" each and every month for the initial term (Year 1: October 1, 2022 to September 30, 2023) of the lease agreement, and subject to increase for a subsequent term (Year 2-5: October 1, 2023 to September 30, 2027).
2. A late fee of five percent (5%) of the total amount due will be assessed to the Tenant if payments prescribed in Paragraph 1 above are not received in the administrative offices of the Executive Director of Aviation, or the Skylark Field office, by the first day of each month. An additional five percent (5%) of the outstanding amount will be assessed each month that all or a portion of the Tenant's obligations remain unpaid. Obligations unpaid more than sixty days after the prescribed due dates will be cause of considering the payment(s) in default of this Lease.
3. If the Tenant holds over beyond the term of this Lease on a month-to-month basis, all basic rents, as listed in Exhibit "B", as modified by paragraph 1 above in respect to subsequent terms, if applicable, will increase by 15%. Beginning with the fourth month in a hold over status, basic rents will increase by 20%. Beginning with the seventh month in a hold over status, basic rents will increase by 25%. Sundry charges will be at the current rates in effect for that month.

4. Tenant shall maintain a security bond, deposit, or other financial assurance acceptable to the Airport in the amount of \$5,000.00 for the term of this Lease. Tenant shall forfeit said assurance if it is determined to be in default as described in Article XI of this Lease; provided that Airport shall provide a written report to Tenant of the events giving rise to such default and the costs incurred or to be incurred by Airport to remedy such default.
5. The airport will review the base rental rates prior to the subsequent term indicated in paragraph 1, and the Executive Director of Aviation reserves the right to adjust the base rental rate for the subsequent term based upon rates and fees established for tenants at Skylark, as well as similar facilities in the state of Texas.

**ARTICLE VII**  
**Rights of**  
**Inspection**

The Airport reserves the right to inspect the Leased Premises, equipment, and services at any reasonable time for the purpose of assuring compliance with this Lease, public safety or welfare, or the Airport's general rights and duties as lessor.

**ARTICLE VIII**  
**Non-Discrimination**  
**Covenants**

1. The Tenant for itself, its personal and legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with this lease that:
  - a. No persons on the grounds of race, color, religion, sex, age, disability, or national origin shall be unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and the privileges provided herein.
  - b. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, disability, or national origin shall be unlawfully excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - c. That the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Department of Transportation, Subtitle A, Office of the Secretary, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. Tenant assures that if applicable by the provisions of the regulation, it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, disability, or sex be unlawfully excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be unlawfully excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Tenant assures that if applicable by the provisions of the regulation, it will require that its covered sub organizations provide assurances to the Airport that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required, by 14 CFR Part 152, Subpart E, to the same effect.
  
3. In the event of breach of any of the preceding nondiscrimination covenants, the Airport shall have the right to terminate this Lease and the privileges herein and hold the same as if said Lease had never been made or issued.

**ARTICLE IX**  
**Indemnification**  
**and Insurance**

1. Without limiting Tenant's obligation to indemnify the Airport, Tenant shall provide, pay for, and maintain in full force at all times during the term of the agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company or its equivalent in the types and amounts as listed below.

TYPE	MINIMUM LIMITS
Workers Compensation	Statutory
Premises Liability	\$ 500,000 per occurrence
Bodily Injury	\$1,000,000 aggregate
Property Damage	\$ 500,000 per occurrence
	\$1,000,000 aggregate

Products & Completed Operations Liability

Bodily Injury	\$ 500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$ 500,000 per occurrence
	\$1,000,000 aggregate

Hangar Keepers Liability	\$ 500,000 per aircraft
	\$ 1,000,000 per occurrence

Aircraft Liability

Bodily Injury	\$ 500,000 per occurrence
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To the extent of the risks, liabilities and indemnities assumed by Tenant under this Lease, The "City of Killeen" (a) shall be included as additional insured; (b) shall be furnished with Certificate of Insurance coverage in the above minimum amounts with this signed Lease and at any time during the lease period that the Tenant may change or extend coverage; Additionally, Tenant's insurers shall waive all rights of subrogation in respect to the City on the General Liability and Workers Compensation policies. Current period proof of coverage for all other types of insurance must be on file with the Airport at all times.

The Airport reserves the right to increase the minimum required insurance in an amount and type not to exceed coverage required at comparable airports to be effective thirty (30) days after notice is sent to the address provided herein.

2. The Airport and the Tenant shall be liable for their own acts of negligence, and each agrees to indemnify the other, to the extent allowed by law, for any losses, damages, costs, or expenses, including reasonable attorney fees and litigation expenses, paid, or sustained by reason of the sole negligence of the indemnifying party.
3. The Tenant shall hold the Executive Director of Aviation and all other Department of Aviation personnel, and the officers, elected officials, and employees of the City of Killeen harmless from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising out of, or resulting from its negligence during its tenancy and activities, and shall pay all reasonable expenses in defending any claims against the city. Similarly, Airport shall hold Tenant harmless, to the extent allowed by law, from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising out of Airport's negligence related to the Airport's activities under this Lease, and shall pay all expenses in defending any such claims against the Tenant.
4. The Tenant shall be solely liable and responsible for civil penalties imposed upon the Airport as a result of the Tenant's negligent acts and/or violations of Federal, State, or Local Regulations or laws by the Tenant, especially when the Airport

has made good faith efforts to establish rules and procedures for compliance with such regulations. Similarly, the Airport shall be solely liable and responsible for civil penalties imposed upon the Tenant as a result of negligent acts and/or violations of Federal, State or Local Regulations or laws by Airport which do not result from any violation of said regulations by the Tenant.

5. Special Environmental Indemnity:

- a. Definitions. The term "Environmental Laws" means any one or all the following as the same are amended from time to time: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C., Section 9601, et seq.; (ii) the Toxic Substance Control Act, 15 U.S.C., Section 2601, et seq.; (iii) the Safe Drinking Water Act, 42 U.S.C., Section 300h, et seq.; (iv) the Clean Water Act, 33 U.S.C., Section 1251, et seq.; (v) the Clean Air Act, 42 U.S.C., Section 7401, et seq.; and (vi) the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted in connection with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land.

The term "Hazardous Material" includes: (i) those substances included within the definitions of hazardous substance, hazardous material, toxic substance, or solid waste in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq. And the regulations promulgated thereto: (ii) these substances listed in the United States Department of Transportation Table (49 C.F.R., Section 172.101 and amendments thereto) or by the Environmental Agency as hazardous substances (40 C.F.R., part 302, and amendments thereto; and, (iii) all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any local, state, or federal environmental law.

The term "release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

- b. Compliance.

(1) Tenant shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Leased Premises, or transported to and from the Leased Premises, by Tenant, its agents, employees, contractors or invitees that enters the Leased Premises in violation of any Environmental Laws.

(2) Tenant shall indemnify, defend and hold harmless Airport, its successors

and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs (collectively, "Liability"), arising from or related to any claim or action for injury, liability, breach of warranty of representation, or damage to persons or property and any and all claims or actions brought by any person, entity or government body alleging or arising on connection with contamination of, or rule, regulation, judgment or order of any government or judicial entity, to the extent incurred or assessed as a result of any activity or operation on or discharge by, through or under Tenant from the Leased Premises during the term of this lease agreement. Notwithstanding the foregoing, Tenant shall not be responsible for, or indemnify Airport or any other person or entity for, any liability arising from (i) the presence, generation, use, manufacture or release of Hazardous Materials, or (ii) violation of any Environmental Laws, occurring or existing prior to the Effective Date or after this Lease agreement has terminated, provided Tenant's activities and operations were not the cause or source of the release of any Hazardous Materials or any contamination or violation of Environmental Laws. Airport shall indemnify, defend and hold harmless Tenant, its successors and assigns, its employees, agents and attorneys, to the extent allowed by law, from and against any and all Liability arising from or related to any claim or action for injury, liability, breach of warranty of representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse affects on, the environment or violation of any Environmental Laws or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity, to the extent incurred or assessed as a result of any activity or operation on or discharge from the Leased Premises occurring or existing prior to the Effective Date or after this Lease has terminated, provided Tenant's activities and operations were not the cause or source of the release of any Hazardous Material or any contamination or violation of Environmental Laws.

**ARTICLE X**  
**Storm Water Compliance**

1. Acknowledgments:
  - a. Notwithstanding any other provisions or terms of this Lease, Tenant acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122 and state storm water regulations (TPDES MSGP Permit number TXR050000), for vehicle maintenance, and equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations. Tenant further acknowledges that

it is familiar with these storm water regulations; that it conducts vehicle maintenance, equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

- b. Notwithstanding any other provisions or terms of this Lease, Airport acknowledges that it has obtained a storm water discharge permit as required by the applicable regulations for the Airport, including the property occupied or operated by the Tenant.
  - c. Notwithstanding any other provisions or terms of this Lease, including the Tenant's right to quiet enjoyment, Airport and Tenant both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Tenant acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled, or otherwise used by the Tenant, as defined in applicable storm water regulations, by implementing and maintaining "Best Management Practices."
  - d. The Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.
2. Permit Compliance:
- a. Airport will provide Tenant with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Tenant will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges, preparation of storm water pollution prevention or similar plans, implementation of "good housekeeping" measures or Best Management Practices, and, maintenance of necessary records. Such written notice shall include applicable deadlines. Tenant, within fourteen (14) days of receipt of such written notice, shall notify Airport in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Tenant does not provide such timely notice, it is deemed to assent to undertake such requirements. If Tenant provides Airport with timely written notice that it disputes such storm water discharge permit requirements, Airport and Tenant agree to negotiate a prompt resolution of their differences. Tenant warrants that it will not object to written notice from the Airport for purposes of delay or avoiding compliance.
  - b. Unless otherwise agreed to in writing between Airport and Tenant or unless Tenant timely notifies Airport of its dispute as detailed above, Tenant agrees to undertake at its sole expense, those storm water

discharge permit requirements for which it has received written notice from the Airport. Tenant warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Airport and Tenant. Tenant acknowledges that time is of the essence.

- c. Airport agrees to provide Tenant, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- d. Tenant agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Airport as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
- e. Airport will give Tenant written notice of any breach by Tenant of the Airport's storm water discharge permit or the provisions of this section. Tenant agrees to cure promptly any breach. If such a breach is material, and, if of a continuing nature, Airport may seek to terminate this Lease pursuant to the terms of this Lease.
- f. Tenant agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the airport.

### **3. Indemnification:**

- a. **Notwithstanding any other provisions of this Lease, Airport agrees, to the extent allowed by law, to indemnify and hold Tenant harmless from any and all claims, demands, costs (including reasonable attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Airport's actions or omissions, for failure to comply with Airport's obligations under the applicable storm water regulations and storm water discharge permit, unless the result of Tenant's sole negligence, acts, or omissions. This indemnification shall survive any termination or non-renewal of this Lease.**
- b. **Notwithstanding any other provisions of this Lease, Tenant agrees to indemnify and hold harmless Airport and other tenants from any and all claims, demands, costs (including reasonable attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Tenant's actions or omissions, for failure to comply with Tenant's obligations under this Article, the applicable storm water regulations, and storm water discharge permit, unless the result of Airport's sole negligence, acts, or omissions. This indemnification shall survive any termination or non-renewal of this lease.**

**ARTICLE XI**  
**Events of Default and Remedies Upon**  
**Default**

1. "Event of Default" means the occurrence of any one or more of the following events as they may relate to this Lease: (a) Tenant fails to make any Rent payment (or any other payment) as it becomes due in accordance with the terms of this agreement, and any such failure continues for thirty (30) days after written notice by the Airport to the Tenant to pay; (b) Tenant or Airport fails to perform or observe any of its obligations under this Lease, and such failure is not cured within thirty (30) days after receipt of written notice by Tenant or Airport; (c) any statement, representation or warranty made by Tenant in this Lease or in any writing delivered by Tenant pursuant thereto or in connection therewith proves at any time to be false, misleading or erroneous in any material respect as of the time when made; (d) Tenant applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Tenant or of all or a substantial part of its assets, or a petition for relief is filed by Tenant under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter.
  
2. If any Event of Default occurs, then Airport or Tenant may, at its option, exercise any one or more of the following remedies:
  - a. Terminate, cancel or rescind this Lease;
  - b. Exercise any other right, remedy or privilege which may be available to Airport under applicable law or, by appropriate court action at law or in equity, Airport or Tenant may enforce any of Tenant's obligations under this Lease;
  - c. Airport may require Tenant to pay (and Tenant agrees that it shall pay) all out-of-pocket costs and expenses incurred by Airport as a result (directly or indirectly) of the Event of Default and/or of Tenant's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, repair, reconditioning or disposition of the Leased Premises and any equipment associated with such agreement;
  - d. Airport may re-enter the Leased Premises to remove the Tenant and all persons holding over it and to terminate this Lease and repossess the Leased Premises. Such repossession shall not constitute a waiver by the Airport for any other rights it may have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents. If Airport re-enters the Leased Premises, Airport shall allow Tenant to recover any and all perishable or time-sensitive items (including log books) within a reasonable time period as to not allow any item to perish, expire or hinder Tenant's ability to perform necessary

functions related to its aircraft of business.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Airport. Airport's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Airport to exercise any remedy under any agreement shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

## **ARTICLE XII**

### **General Provisions**

1. Neither the failure of the Airport to strictly enforce all of the terms of this Lease nor the acceptance of rent by the Airport after any breach by the Tenant nor any delay on the part of the Airport to strictly enforce the provisions hereof shall operate or be deemed a waiver of any rights or remedies accruing to the Airport by reasons of any subsequent breach. In any legal proceedings under this Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be incurred in such proceedings.
2. Notices to the Airport shall be sufficient if sent by registered mail, postage paid, addressed to the Executive Director of Aviation, Killeen-Fort Hood Regional Airport, 8101 Clear Creek Dr, Box C, Killeen, Texas 76549, and notices to the Tenant shall be sufficient if sent by registered mail, postage paid, addressed to Scott Maschek, Skydive Addiction, LLC, 15771 South IH35, Salado TX, 76571. The parties may designate other addresses from time-to-time in writing. Tenant must provide a valid new address for notices to Tenant within ten (10) days if the above address becomes invalid.
3. In the event of the appointment of a Trustee due to a voluntary or involuntary bankruptcy on the part of Tenant, or the appointment of a receiver for the Tenant, or a voluntary assignment for creditors by the Tenant (or if this Lease shall, by operation of law or otherwise, devolve upon or pass to a person or corporation other than the Tenant), then in no case shall the Leased Premises be used for any purpose other than those contained in ARTICLE II, herein.
4. The Airport reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Tenant and without interference or hindrance by Tenant; however, all developments and improvements affecting the Tenant will be coordinated with Tenant.
5. Airport reserves the right to take action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure, or the conduct of any activity, on the airport which, in the opinion of the

Airport, would interfere with the operations of the airport or constitute a hazard to aircraft.

6. This Lease shall be subordinate to the current or future Airport rules, regulations and minimum standards, and City Ordinances, as well as all applicable State and Federal regulations and laws, as amended. It is herein agreed between the Airport and the Tenant that the Airport Rules and Regulations (Exhibit "C") now in effect and hereafter adopted or amended by the City shall not be altered or impaired in any respect by this Lease, but said rules and regulations shall remain in effect and be applicable to the Tenant during the term of this Lease.

It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants, and agreements contained in those certain contracts, agreements, resolutions, and actions of the City of Killeen, Texas, constituting agreements between the City and the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA) and all regulations now and hereafter imposed upon the City and that the Airport shall not be liable to Tenant on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such contracts, agreements, resolutions, laws, and regulations control.

7. The Tenant, its successors, and assigns will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust, or glaring or misleading lights.
8. Tenant may establish and utilize other d/b/a (doing business as) names as appropriate as long as those names are provided in writing to the Executive Director of Aviation prior to the use of such names in signage or advertising applicable to this business location.

IN WITNESS WHEREOF, the parties have executed this Lease on this \_\_\_\_ day of, 2022.

ATTEST:

CITY OF KILLEEN:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Kent Cagle  
City Manager

ATTEST:

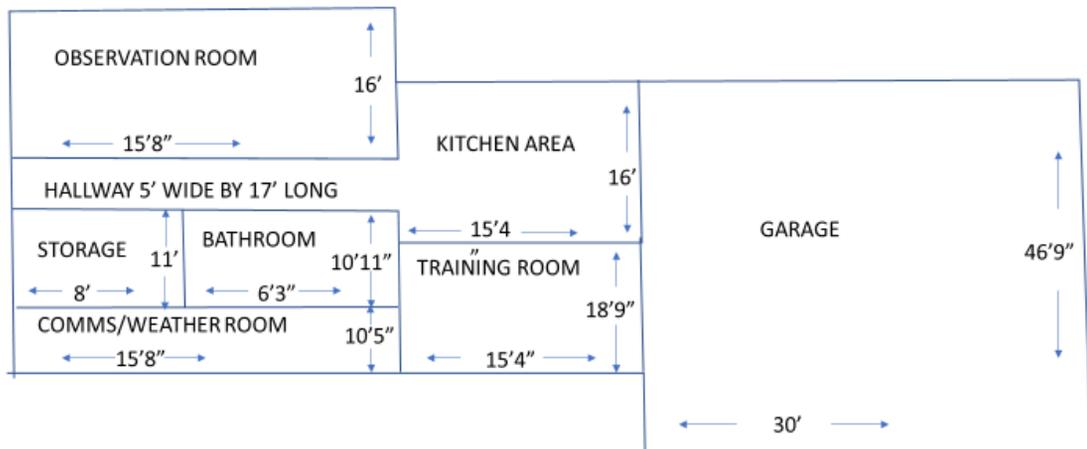
SKYDIVE ADDICTION, LLC

*Scott Maschek*

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Scott Maschek  
Owner

# EXHIBIT "A"



SKYLARK FIREHOUSE **NOT TO SCALE; THE COMMS/WEATHER ROOM IS A LIMITED ACCESS AREA**

**City of Killeen and Skydive Addiction, LLC  
d/b/a Skydive Killeen  
Rents and Fees  
Schedule**

**EXHIBIT B**

BASIC RENT-Initial Term (Year 1)

(1517 Stonetree Dr)  
2,427.23 sq. ft. @ \$.33 per sq. ft.                      \$801.00 per month

Monthly utility surcharge (gas only)                      \$40.00 per month

**TL Basic Rent (Initial Term)                      \$841.00 per month**

\*Tenant shall be responsible for procuring its own utility services (electric and water) and shall be responsible for said utility charges.

BASIC RENT-Subsequent Term (Year 2-5)

\*Subject to increase for subsequent term (Year 2-5: October 1, 2023 to September 30, 2027).

SUNDRY CHARGES

Key replacement \*\*                      \$15.00

Additional Aircraft Tie-down spaces \*\*                      \$35.00 per month

LATE PAYMENT PENALTY

Late payment penalties shall be assessed on the total monthly payment:

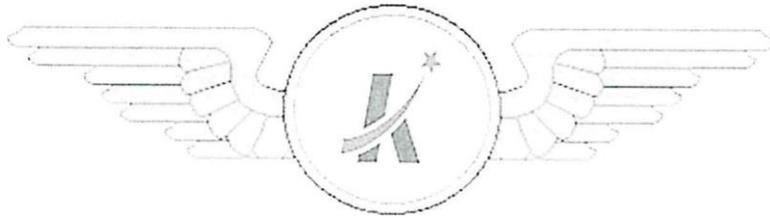
5% of total monthly fees if paid after the first day of the month.

\*\* Subject to annual review

Skylark Field  
Rules and Regulations

EXHIBIT C

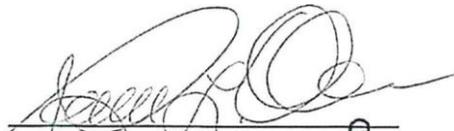
# SKYLARK FIELD



## RULES AND REGULATIONS

KILLEEN TEXAS

October 2018



Ronald L. Olson  
City Manager



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# **SECTION 1**

## **GENERAL RULES**

## SECTION 1 - GENERAL RULES

### **GR-1 USE OF AIRPORT RESTRICTED**

No person, firm, association, corporation or entity, incorporated or otherwise, shall use the Skylark Field for any commercial activity, unless approved by a written agreement from the City Council or its duly authorized agent.

### **GR-2 RULES AND REGULATIONS FOR AIRPORT**

The rules and regulations contained herein shall be observed in the use, operation, and conduct of the Skylark Field. All persons on any part of the property comprising the airport shall be governed by the regulations prescribed herein and instructions of the Executive Director of Aviation relative to the use of any part of the airport. These regulations are subject to amendment.

### **GR-3 DEFINITIONS**

Section 5 of these Rules and Regulations contains definitions of terms commonly used in Rules and Regulations and in the Minimum Standards for Skylark Field. These definitions are subject to review and possible modifications from time-to-time. The City of Killeen reserves the right to delete or change the definitions when deemed necessary or prudent.

### **GR-4 AUTHORITY**

These Rules and Regulations are promulgated and implemented by City Manager of the City of Killeen for the use, operation, and conduct of the Skylark Field under the authority of City Council.

### **GR-5 APPLICABILITY**

These Rules and Regulations apply to all users of Skylark Field.

### **GR-6 KNOWLEDGE OF RULES IMPLIED**

By publication of these rules and regulations, as required by law, all users of the Skylark Field will be deemed to have knowledge of its contents. Copies of these Rules and Regulations will be available at all times in the Executive Director of Aviation or Designee's office and the Skylark Field Aviation office.

### **GR-7 CONFLICT OF RULES**

When there is conflict between these and the Federal Aviation Administration traffic rules, the Federal Aviation Administration rules prevail.

### **GR-8 SECURITY**

All users of the Skylark Field shall be aware of general airport security and safety measures and take proper precautions at all times:

- A. All suspicious and unauthorized activities shall be reported immediately to the Executive Director of Aviation or Designee, the Skylark Field Aviation office, Killeen Police, or the Department of Public Safety.

B. Persons who have been provided either a code or device for the purpose of obtaining access to the secured portions of the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Executive Director of Aviation.

**GR-9 AUTHORITY OF EXECUTIVE DIRECTOR OF AVIATION OR DESIGNEE TO SUSPEND OR RESTRICT OPERATIONS**

The Executive Director of Aviation or Designee may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety and will provide notice of such action as is reasonable and necessary.

**GR-10 SAFEGUARD OF PERSONS AND PROPERTY**

The Executive Director of Aviation shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

**GR-11 FIRE REGULATIONS**

A. Every person going upon or using the airport or its facilities in any manner shall abide by the City of Killeen's adopted Fire Code and shall exercise the greatest care and caution to avoid and prevent fire.

B. Smoking or any open flame is prohibited within 50 feet of any aircraft, fuel truck, fuel storage tank or building.

C. Compressed or inflammable gas, NOT ordinarily used for aviation purposes, shall not be kept or stored upon the Airport, except in places designated by the Executive Director of Aviation or Designee.

D. No flammable substances shall be used inside a hangar or other building without ample ventilation.

E. No person shall smoke, or otherwise ignite a match or lighter for the purpose of smoking in any building, except in designated smoking areas.

F. Hangar entrances shall be kept clear at all times.

G. The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall NOT be used for cleaning floors.

**GR-12 NON-LIABILITY OF CITY**

All persons entering the Skylark Field, or using the Skylark Field for any purpose, shall do so at their own risk, and shall hold the City of Killeen harmless for and on account of any injury or damage to person or property suffered thereby. Such persons shall be bound by and obey all the rules and regulations concerning and pertaining to said airport.

**GR-13 RESTRICTED AREA**

A. The City of Killeen may designate certain areas on the airport as restricted; such restricted areas must be approved by the Executive Director of Aviation, and will be identified by signs or other means to clearly delineate the areas.

B. Persons Who May Enter Restricted Area. No unauthorized individual shall enter the Airport restricted area without permission of the Executive Director of Aviation or Designee or an invited visitor of an Airport lessee person. Employees or invited visitors are the responsibility of their sponsor for compliance with all airport rules and regulations.

**GR-14 UNAUTHORIZED SIGNS AND STRUCTURES**

No signs, buildings or equipment of any nature may be erected or installed at the airport unless specifically

authorized by written contract with the City Killeen or by special permission of the Director of Aviation or Designee. All signs and structures must comply with all federal, state, and City ordinances and regulations. The proposed owner of a sign or structure must have appropriate approval of other City departments or Boards and Commissions where required.

### **GR-15 REGISTRATION OF PERSONS AND AIRCRAFT**

Identification numbers on all aircraft based at the Skylark Field shall be registered by the owner(s) of the aircraft at the office of the Executive Director of Aviation or Designee with either a properly executed lease agreement with the City for a hangar space or a tie down space, or a properly executed airport tenant agreement if the aircraft occupies space sub-leased or provided, with or without a fee or charge, by a primary airport ground or facilities lessee. It shall be the responsibility of the primary lessee to provide the necessary information for the proper execution of the airport tenant agreement.

### **GR-16 LIABILITY FOR DAMAGE TO AIRPORT**

Any person, corporate or individual, and the owner of any aircraft causing damage of any kind to the airport, whether through violation of any of these rules or through any act of negligence, or by accident, shall be liable for the total cost of the damage and any related expense.

### **GR-17 REPORTING DAMAGE TO AIRPORT EQUIPMENT AND OR FACILITIES**

Any person damaging any airport equipment and or facilities shall immediately report such damage to the Executive Director of Aviation or Designee.

### **GR-18 CONTROL OF FOREIGN OBJECTS, DEBRIS, LITTER**

Foreign Object Debris (FOD) is any substance, debris, or article alien to an aircraft, vehicle, or system which could potentially cause damage to that equipment. Thus:

- A. All users of Skylark Field shall endeavor to keep all aircraft operations areas clear of glass, cans, scrap, nuts, bolts, nails, debris and foreign objects so as to avoid or reduce possible damage to aircraft. Users are encouraged to pick up such foreign objects when observed and place them in a trash receptacle, or report the presence of such material to the Skylark Field Aviation office.
- B. No person shall place, dispose or deposit in any manner, trash, garbage or refuse in or upon airport property except at such places and under such conditions as the Executive Director may prescribe. No person shall keep uncovered trash containers. Areas to be used for trash or garbage containers shall be designated by the Executive Director, and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.
- C. No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Executive Director of Aviation shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within thirty (30) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Executive Director of Aviation may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

### **GR-19 LIEN FOR CHARGES**

A. To enforce the payment of any charge made for repairs, improvements, storage or care of any personal property, made or furnished by the City of Killeen or its agents, in connection with the operation of Skylark Field, the City of Killeen shall have a lien upon such personal property, which shall be enforceable as provided by law.

B. To enforce the payment of such charge, the Executive Director of Aviation or Designee may retain possession of such personal property until all reasonable, customary and usual compensation have been paid in full.

#### **GR-20 REMOVAL OF UNAUTHORIZED PROPERTY**

The Executive Director of Aviation or Designee may remove from any area of the airport any property, including vehicles and aircraft, which are disabled, abandoned, parked, or which presents an obstacle to the orderly operation of the Airport. Such removal shall be at the operator's or owner's expense without liability for damages or inconveniences which may result in the course of such removal.

#### **GR-21 FREELANCE OPERATORS**

Freelance operators are prohibited from performing aircraft maintenance and repairs of any type; flight instruction; aircraft sales and service; and sales of aircraft parts and accessories on the Skylark Field, unless that operator is covered by a valid contract or lease agreement with the City of Killeen and is covered by appropriate property damage and products liability insurance as specified in the Minimum Standards for a Commercial Aeronautical Activity.

#### **GR-22 INJURY TO PERSON**

Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other Authority having jurisdiction over the operation of the Airport.

#### **GR-23 ANIMALS**

No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the Executive Director of Aviation.

#### **GR-24 PENALTY FOR VIOLATION**

Any person determined to be in violation of these Rules and Regulations and for refusing to comply therewith, may be ejected from the airport, or may for any period of time not exceeding thirty (30) days be denied access to City owned airport property, including leaseholds thereon, by the Executive Director of Aviation or Designee. Upon determination by the City Manager or Authorized Designee, such person may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.

# **SECTION 2**

## **GROUND OPERATIONS**

Skylark Field Rules and Regulations  
Ground Operations

**SECTION 2 - GROUND OPERATIONS**

**GO-1 GENERAL**

No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law:

- A. All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the Executive Director of Aviation or Designee and shall comply with posted signs on the airport.
- B. Private vehicles shall not operate on the runway(s) or taxiway(s) unless specifically authorized by the Executive Director of Aviation or Designee.
- C. The ramp area is restricted to aircraft, fuel trucks, and Airport maintenance / operations vehicles only, except for tenants proceeding to assigned tie-downs occupied by their owned aircraft.
- D. All vehicles shall yield right of way to aircraft in motion and emergency vehicles.
- E. All fire lanes are to be kept clear.
- F. All taxiways and taxi lanes are to be kept clear.
- G. Parking on ramp, taxiways, or runway is prohibited.
- H. Tenants, patrons, and visitors are to park only in designated areas.
- I. All vehicles entering or exiting an operating airside automated vehicle access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.

**GO-2 RULES OF OPERATION**

Only vehicles authorized by the Executive Director of Aviation or Designee may operate on the runway, taxiways, runway safety area, or taxiway safety area.

- A. Speed limits shall not exceed 15 miles per hour on the ramps, aprons, or in aircraft parking and hangar areas; except emergency vehicles.
- B. No person shall operate a motor vehicle within the safety areas of the runway or any taxiway without the express approval of the Executive Director of Aviation.
- C. Emergency conditions existing on the airport will not negate any existing regulations.
- D. All vehicles authorized to operate on the Airport runways or taxiways must:
  - (1) Be equipped with functioning two-way radio and either be in communication with or able to monitor the published Common Traffic Advisory Frequency;
  - (2) Have the ability to communicate with aircraft via two-way aviation radio; and
  - (3) Display a rotating beacon or strobe which complies with FAA Advisory Circular 150/5210 (current version); or,
  - (4) If not compliant with GO-2.D (1)-(3), must be accompanied by and under the control of another vehicle that is compliant with those requirements.

**GO-3 FUELING OF AIRCRAFT**

## Skylark Field Rules and Regulations Ground Operations

The following shall apply to all fueling activity on the Airport property:

- A. All aviation fuels shall be sold to the public by the City of Killeen.
- B. All fueling and defueling of aircraft shall be conducted in accordance with National Fire Protection Association, Inc., NFPA Manual 407, "Aircraft Fuel Servicing" (current edition).
- C. Aircraft shall not be fueled when an engine is running or while in a hangar or other enclosed place; except emergency services helicopters requiring a quick-turn-around may be fueled with the aircraft engine idling, at the discretion of the Executive Director of Aviation (or Designee) and the pilot. No passengers are to be inside the helicopter during "hot" refueling.
- D. Prior to dispensing any fuel, all aircraft shall be bonded to either the fuel truck or the self-service point as applicable. All hoses, funnels, and apparatus used in fueling and defueling operations shall be equipped with a bonding cable to reduce the potential of a static electrical spark and prevent ignition of volatile aviation fuels.
- E. Fueling of aircraft or fuel trucks is prohibited during thunderstorm activity.
- F. Individuals fueling their aircraft with automobile gasoline shall follow all safety precautions of fueling using approved safety containers. Storage of automobile fuel in hanger is approved provided:
  - a. Fuel is stored in DOT-approved storage containers;
  - b. The quantity of the fuel does not exceed fifteen (15) gallons;
  - c. The fuel is used solely for aviation purposes.
- G. No aircraft shall be fueled or defueled while the engine in the aircraft is running or being warmed by applications of exterior heat or while such aircraft is in a hangar or enclosed space.
- H. No person shall operate any radio transmitter or receiver or switch electrical appliances on or off in an aircraft during fueling or defueling operations.
- I. A fire extinguisher meeting the requirements of NFPA 407 (current edition) shall be within ready reach of all persons engaged in the fueling or defueling of aircraft.
- J. Persons engaged in the fueling, defueling or draining of aircraft shall exercise care to prevent overflow or spilling of fuel. Persons responsible will take proper measures to clean up volatile liquids which are spilled, and shall report all fuel spills to the Airport office as soon as possible.

### **GO-4 TIE-DOWN OF AIRCRAFT**

- A. All un-hangared aircraft shall be tied down, and secured at night and during inclement weather.
- B. The aircraft owner or his/her agent is responsible for the secure tie-down and security of his/her aircraft at all times, and particularly during inclement weather.

### **GO-5 PARKING AIRCRAFT**

- A. All un-hangared aircraft shall be parked only on marked tie-down spaces. Owners or operators of the

## Skylark Field Rules and Regulations Ground Operations

aircraft shall register at the Airport Operations Office on Skylark Field within 48 hours of initial arrival for assignment of a designated tie-down space and completion of a parking agreement or lease agreement as applicable.

- B. Aircraft shall not be parked in such a manner as to hinder the normal movement of other traffic unless specifically authorized by the Executive Director of Aviation or Designee as an emergency measure.
- C. It is the responsibility of the pilot when leaving an unattended or un-hangared parked aircraft to ensure the aircraft is properly chocked and / or tied down.
- D. Any aircraft parked on any portion of the ramp over 30 days shall be on a lease with the airport authority and pay the appropriate fees.
- E. Operators of unattended aircraft are responsible to remove the ignition keys and / or otherwise lock the controls of the aircraft to prohibit the ability for an unauthorized individual to operate the aircraft. Operators are encouraged to use additional secondary locking devices on aircraft left overnight and for extended periods of time.

### **GO-6 STARTING AIRCRAFT ENGINES**

- A. No person shall start, warm-up, run-up, test, or accelerate the engine of any aircraft except in a place reasonable for such purpose. No engine shall be started or run unless a competent operator is at the controls of the aircraft; and, no engine shall be started or run inside any building.
- B. If an aircraft must be "propped" for engine start, the engine shall not be started in an aircraft until and unless the wheels have been set with chocks attached to ropes or other suitable means for removing the chocks and, the operation is monitored by a safety observer.
- C. At no time will engines be run-up or accelerated when aircraft hangars, shops, buildings, persons, vehicles, or other aircraft in the area are in the path of the propeller blast, jet exhaust, or rotor blast of the aircraft being run-up.
- D. No engine shall be started unless and until the operator shouts an audible "CLEAR" before beginning engine start.
- E. No airplane will be propped or left running without qualified personnel at the controls.

### **GO-7 TAXIING AIRCRAFT 1 HELICOPTERS**

Every person taxiing an aircraft or hovering a helicopter shall maintain due caution to avoid collisions with persons, objects, vehicles or other aircraft in the immediate area.

- A. No aircraft equipped with an anti-collision beacon shall begin to safely taxi before the beacon has been activated.
- B. Every aircraft shall be taxied at a safe and reasonable speed and in such a manner as to be under the control of the operator at all times. No aircraft upon a ramp or apron shall be taxied at a speed greater than 15 miles per hour.
- C. Aircraft shall not taxi onto the runway from a taxiway whenever there is another aircraft on final

## Skylark Field Rules and Regulations Ground Operations

approach to land and less than one mile from the landing threshold, or whenever another aircraft is on the runway in take-off position.

- D. Taxiing of aircraft by engine power into or out of hangars is prohibited.
- E. Helicopter Hovering. Hover taxiing of helicopters is prohibited within 100 feet of any building or parked airplanes.

### **GO-8 REPAIRS TO AIRCRAFT**

- A. No aircraft shall be repaired on any part of the landing or take-off area, and all repairs shall be made at the places designated by the Executive Director of Aviation or Designee for such purpose.
- B. No commercial-type spray painting shall be conducted on the airport unless a negative air pressure filtered paint booth is used to collect paint overspray. Use of aerosol can sprayers by operators for "touch-up" or spot painting is acceptable.

### **GO-9 AIRCRAFT WASHING**

Aircraft washing shall be accomplished only in designated areas and with approval of the Executive Directive of Aviation or Designee.

- A. Only airport tenants may wash their aircraft on the airport. This privilege does not extend to vehicles or other forms of transportation.
- B. User shall clean the wash area of debris or cleaning equipment immediately following aircraft wash.
- C. User shall provide own hose with a nozzle adapter to restrict free flow of water.
- D. User shall only use non-toxic forms of detergent.
- E. Airport reserves the right to cease any aircraft washing privileges at any time.

# **SECTION 3**

## **AERONAUTICAL OPERATIONS**

## SECTION 3 - AERONAUTICAL OPERATIONS

### **AO-1 USE OF RUNWAY AND TAXIWAY PAVED SURFACES**

- A. No person shall land an airplane or take off on any areas of the airport other than the paved surface of the designated runway. No person shall taxi an aircraft on any areas of the airport other than the paved surfaces of the designated runway or taxiways.
- B. Helicopters shall not make an approach directly to an occupied parking apron or taxi lane. Helicopters shall not overfly aircraft on taxiways or taxilanes below 300 feet AGL during take-off or landing.
- C. All aeronautical activities at the Airport shall be conducted in conformity with current regulations of the Federal Aviation Administration and the City of Killeen.

### **AO-2 PILOT AND AIRCRAFT TO BE LICENSED**

- A. Only aircraft and airmen licensed by the Federal Aviation Administration shall operate on Skylark Field; this limitation shall not apply to students in training under supervision of licensed instructors nor to public aircraft of the federal government or of a state: territory, or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.
- B. Ultralight aircraft which qualify under 14 CFR Part 103 shall operate in accordance with that Part.
- C. Fixed Base Operators shall register their aircraft and all aircraft based at their facilities with the Executive Director's office prior to beginning operations. Any change in the ownership will require a change in the registration.

### **AO-3 TAKE-OFF, LANDING, FLYING RULES, AND PROCEDURES**

- A. Any aircraft arriving, departing, or operating on the Airport shall be equipped with a functioning two-way radio capable of communicating with Skylark Unicom, CTAF, and other aircraft, unless prior arrangements have been made with the Executive Director of Aviation, or, an emergency condition exists.
- B. Reporting of Traffic Intentions.
  - 1. Pilots shall use AWOS or the wind cone to determine the favored runway and shall monitor and communicate on CTAF to determine which if any runway is in use by other aircraft. Pilots shall announce their position and intentions on the CTAF.
  - 2. Any weather or runway information provided to pilots by Skylark Field UNICOM is advisory in nature and the decision as to which runway to use is at the sole discretion of the pilot.
  - 3. Established aircraft in the traffic pattern have priority over another aircraft intending use a different direction of traffic unless an emergency exists. Pilots desiring to change the flow of existing traffic shall coordinate the change with other pilots on the CTAF.

Skylark Field Rules and Regulations  
Aeronautical Operations

- C. Take-offs. No aircraft shall take off between or over hangars or other structures, over automobile parking areas, or groups of spectators.
- D. Airplane take-offs, landings on apron, parking ramp, and grass areas are prohibited.
- E. Touch-and-Go Landings. Touch-and-go landings may be made at the discretion of the pilot.

**AO-4 AIRCRAFT TRAFFIC PATTERNS AND RUNWAY RULES**

Every operator of an aircraft using the airport shall conform to the traffic patterns promulgated by the Executive Director of Aviation.

- A. Unless otherwise advised, all aircraft will fly a right rectangular pattern when departing/arriving on Runway 01; and will fly a left rectangular pattern when departing/arriving on Runway 19, as indicated by the airport segmented circle.
- B. Landing aircraft shall maintain traffic pattern altitude until turning onto base leg prior to commencing the final approach.
- C. For VFR operations, the pattern altitude is 800' above ground level (AGL). The VFR traffic pattern shall conform to the pattern as described in the Airman's Information Manual.
- D. Instrument flight (IFR) operations will be in accordance with published FAA approach / departure procedures and clearances issued by Air Traffic Control.
- E. Unless otherwise indicated, aircraft will enter the traffic pattern at the altitude and direction described in current Federal Aviation Administration Advisory Circulars.
- F. Aircraft intending to transition over Skylark Field at less than 2,500 feet MSL are required to transmit its intention on the CTAF and coordinate the crossing with other aircraft.
- G. Prior authorization is required from the Executive Director or Designee for balloons, airships, dirigibles, motorless aircraft, aircraft with a total weight of 50,000 pounds or more, an single wheel configuration airplanes with a weight greater than 17,000 pounds, to land or take off.
- H. Aircraft (either fixed wing or helicopter) conducting Life Flight or other lifesaving operations may deviate from these Traffic Flow regulations as deemed necessary providing they are communicating their intentions on the CTAF.

**AO-5 HELICOPTER OPERATIONS**

- A. Helicopters operating in the Killeen area and on the Airport, shall comply with applicable federal aviation regulations and with all communications procedures established herein.
- B. Helicopters shall at all times maintain clear separation from other traffic and operations. All flight and hover taxi operations shall be conducted with vigilance and shall be conducted at a safe distance from all structures, obstructions, and persons, specifically taking into consideration the effect of downwash and noise.
- C. Hover taxi or flight operations of any kind are strictly prohibited between hangars.

## Skylark Field Rules and Regulations Aeronautical Operations

D. Training/proficiency traffic patterns shall be conducted from and close to Taxiway G at 500' AGL utilizing the west side of the airfield (left traffic for Runway 1; right traffic for Runway 19). Position reports should be announced on the CTAF. Should Taxiway G be in use by airplanes, helicopters may adjust their traffic pattern to touch down and take off from the active runway.

E. No operator of a helicopter with metal skids may practice touch-down auto rotations or run-on landings on any paved surfaces of the airport unless authorized by the Executive Director of Aviation or Designee.

### **AO-6 STUDENT TRAINING AND FAMILIARIZATION**

A. Flight Instructors shall keep themselves informed of all Rules and Regulations in effect at the airport, and shall be sure their students are equally informed.

B. Aircraft shall not be permitted to remain stationary on the runway for the purpose of instructing students. Such instruction will be given off the active runway, and in a location where the aircraft does not present an obstruction to other aircraft operations.

# **SECTION 4 FACILITIES AND LEASING**

Skylark Field Rules and Regulations  
Facilities and Leasing

SECTION 4 - FACILITIES AND LEASING

**FL-1 LAND LEASE PROVISION AND RESTRICTIONS**

The following provision/restrictions shall apply to all leased Airport property.

- A. The City may allow for the long-term lease of property on the Airport with the provision that at the end of the lease period, title to all structures, buildings, or hangars erected on the leased property shall revert to the City.
  
- B. Any private structure or hangar not in use for aviation purposes for a period in excess of three (3) months, or not available for rent or sublease for aviation purposes, unless so authorized by the City, must be removed after due notice is given in writing. If not removed, the City will consider such structures or hangars abandoned and possession and control will pass to the City.
  
- C. Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and returned to good condition by the owner of said building, hangar, or structure. Portable and temporary buildings will not be allowed on airport grounds, unless prior permission is obtained from the Executive Director of Aviation or Designee.
  
- D. Leased property on the Airport may be subleased by the lessee, only with approval by the Executive Director of Aviation or Designee, or the City Council if appropriate.
  
- E. The City may lease property within the building areas of the Airport for the private construction of improvements in conformance with the approved Airport Master Plan/Airport Layout Plan.
  
- F. All structures must comply with all City of Killeen adopted building codes and Airport zoning and land-use ordinances.
  
- G. All leased property and all buildings or structures erected on the leased property shall be utilized for aviation related activity only, unless otherwise specifically approved by the City.
  
- H. All leaseholders must comply with applicable requirements of the Airports Minimum Standards.

**FL-2 CITY-OWNED HANGARS**

- A. T-Hangars. T-hangars currently owned by the City may be rented to private individuals, companies or corporations on a month-to-month basis for the storage of aircraft and required aircraft support items. T-Hangar rental rates are approved by the City Council and codified in the City code of Ordinances.
  
- B. The City of Killeen has deemed it necessary to set certain standards connected with the leasing of hangars, T- Hangars and tie-downs to firms, companies, corporations or individuals. These standards are not intended to inflict hardships on any lessee. T-Hangars and tie-down spaces are provided solely for airport users and tenants to shelter, park, and maintain their aircraft. In the event of violation of any of these standards, the violator will be asked to correct the infractions immediately. Failure to correct any violations will result in requiring the lessee to vacate the leased premises within thirty (30) days of written notice from the Executive Director of Aviation.
  
- C. All tenants shall maintain their leased premises in a condition of repair, cleanliness and general maintenance in a manner agreeable to the Executive Director of Aviation or Designee, in accordance with their individual lease agreements and free from all fire hazards.

## Skylark Field Rules and Regulations Facilities and Leasing

D. Hangars must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by Executive Director of Aviation

1. Aeronautical Purpose is considered to be:
  - a. Storage of active aircraft
  - b. Final assembly of aircraft under construction
  - c. Non-commercial construction of amateur-built or kit-built aircraft
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft
  - e. Storage of aircraft handling equipment
2. After compliance with D. 1. , non-aeronautical items in hangar may be kept in the hangar; however, those items:
  - a. Cannot impede movement of aircraft in and out of hangar
  - b. Cannot displace aeronautical contents of hangar
  - c. Cannot impede access to aircraft or aeronautical equipment
  - d. Cannot have materials used for conduct of non-aeronautical business

The Executive Director of Aviation or Designee has the final decision as to what is permissible.

3. Non-aeronautical use of a hangar may be considered under following conditions:
  - a. Where hangars are otherwise unoccupied and there is no current aviation demand for hangar space
  - b. With the agreement of a Month-to-Month Leasing Plan
  - c. The Tenant must pay fair market value rental rates (not airport rates)
  - d. The Non-aeronautical tenant must vacate with 30 day notice for an aeronautical use
4. Tenants with non-operational aircraft, those undergoing maintenance / restoration, and those constructing kit- or amateur-built aircraft, in accordance with D1.b,c, or d, will need to submit a plan of action and milestones to the Executive Director of Aviation or Designee to show how progress will be made toward making an aircraft active and flyable:
  - a. Airport management will be permitted to view progress is being made toward completion of the project
  - b. If progress has not been made toward the goal of completion, Airport Management will have the final decision if the hangar must be vacated
5. Airport Management / staff and the City Fire Marshal have the right to enter any Airport-owned hangar for the purpose of inspection to ensure compliance with lease provisions, fire safety, or to perform maintenance on the building.

E. Commercial Hangars - Commercial hangars currently constructed and owned by the city may be rented or leased to companies or corporations for the purpose of conducting commercial aviation activities.

F. Living Quarters. No person may make permanent living quarters on Airport. This is not intended to prohibit the establishment of appropriate rest areas for on-duty air ambulance crew members, security personnel, or other reasonable purpose as may be approved by the Executive Director of Aviation or Designee.

G. No person shall engage in any construction, alteration or electrical wiring in or about any existing building or hangar on the airport without the permission of the Executive Director of Aviation or Designee.

## Skylark Field Rules and Regulations Facilities and Leasing

- H. No person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the hangars or in any building on the airport unless:
1. The tenant has an approved hazardous materials cabinet to store the materials;
  2. The hazardous material is labeled appropriately, and the appropriate material safety data are available and displayed;
  3. The hazardous materials storage device has been approved by the Executive Director of Aviation or Designee.
  4. Storage of automobile fuel in hanger is approved provided:
    - a. Fuel is stored in DOT-approved storage containers;
    - b. The quantity of the fuel does not exceed fifteen (15) gallons;
    - c. The fuel is used solely for aviation purposes.
- I. Tenants, lessees and grantees shall be fully responsible for all damages to buildings, equipment, real property and appurtenances owned or controlled by the City of Killeen caused by negligence, abuse or carelessness on the part of themselves, their employees, agents, customers, visitors, suppliers or persons with whom they do business.

### **FL-3. COMMERCIAL LEASES**

All commercial operations or activities of any kind that are conducted on Skylark Field are required to comply with the approved Minimum Standards for Commercial and Noncommercial Operators.

### **FL-4. NON-COMMERCIAL LEASES**

Non-commercial leases are prohibited from being used to engage in commercial activity on Skylark Field.

### **FL-5 THROUGH-THE-FENCE OR OFF-AIRPORT OPERATORS USING SKYLARK FIELD**

Operators located on private property adjacent to the airport who wish to gain ground access to and use of the airport in pursuit of their operations shall be charged rents and fees equal to that received from similar activities located on the airport.

### **FL-6. LIABILITY**

The City of Killeen assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, or civil disobedience, nor does it assume any liability for injury to persons while on the airport.

### **FL-7. SCHEDULE OF CHARGES**

- A. Rates Set by City Council

All fees and charges for space rental, hangars, improved and unimproved land use, fuel flow fees, tiedown fees and overnight aircraft parking fees shall be set by the City Council.

- B. Rates Set by Executive Director of Aviation

The Executive Director of Aviation is delegated authority to establish fees for damages to

## Skylark Field Rules and Regulations Facilities and Leasing

airport property based on actual costs of replacement or repair, miscellaneous charges for key and electronic access card deposits / replacement, line services, retail prices of fuel, and aircraft supplies sold to customers.

### C. Payment of Charges.

1. All billings are payable upon presentation unless otherwise noted thereon.
2. Payments for space rental, hangars and land use are payable in advance, on or before the first (1<sup>st</sup>) day of each month.
3. Payments for any applicable landing fees or sundry charges are due within thirty (30) days of invoice.

### D. Late Payment Penalties.

A late payment penalty of five percent (5%) of the total amount due will be assessed for any payment that is not received by the Airport by the established due date. An additional five percent (5%) of the outstanding amount will be assessed each month that all or a portion of the Tenant's obligation remains unpaid.

### E. Default of Payment.

Obligations unpaid after the prescribed due dates will be cause for considering the payment(s) in default of the lease agreement. If tenant is in default in the payment of rental fees and charges, or any part thereof, continuing after written notice in compliance with the applicable lease agreement by the Executive Director of Aviation to the tenant, then the Airport shall, without further notice, have the right to re-enter the leased premises to remove the defaulting payer and to repossess the premises.

### F. Abandonment of Leased Hangars

If no payments are received and no activity is noted in the hangar (e.g., no aircraft in a hangar) for sixty (60) days, and, the tenant has not made notification to the Airport, the hangar will be considered abandoned by the tenant and the Airport may proceed with clearing remaining items in the hangar and leasing the unit to a new customer.

### **FL-8. DENIAL OF ACCESS**

In addition to penalties otherwise provided, any person in violation of these Rules and Regulations or otherwise refusing to comply therewith may be promptly denied further use of the airport. It shall be unlawful and an offense for any such person to remain on airport property after receiving notice to vacate, orally or in writing, from any airport supervisory employee or any law enforcement officer.

### **FL-9. FLYING CLUBS**

Flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of the Minimum Standards and these rules and regulations, and must have written authorization from the City to operate from the airport. They shall be exempt from the regular Fixed Base Operator and/or Commercial Operator requirements upon satisfactory fulfillment of the conditions contained herein.

## Skylark Field Rules and Regulations Facilities and Leasing

- A. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members).
- B. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
- C. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport without express written permission from the City of Killeen except that said flying club may sell or exchange its capital equipment.
- D. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and Rules and Regulations of the airport.
- E. Flying clubs shall furnish the Executive Director of Aviation or Designee with:
1. A copy of its charter and by-laws, articles of association, partnership agreement and other documentation supporting its existence;
  2. A roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis;
  3. Evidence of insurance in the form of a Certificate of Insurance as set out in the Minimum Standards under Exempt Flying Clubs;
  4. Number and type of aircraft; including registration numbers of each;
  5. Evidence that ownership is vested in the club;
  6. Operating rules of the club.
- F. The club's books shall be subject to audit by the City of Killeen and/or its auditors to ensure of the non-profitability of the club and to determine its compliance with these Rules and Regulations.

# SECTION 5

## DEFINITIONS

## APPENDIX A - DEFINITIONS

**Above Ground Level (AGL).** The height of an aircraft about the earth's surface.

**Active aircraft.** Aircraft that have a current Airworthiness Certificate and have passed an annual inspection within the last twelve calendar months.

**Advisory Circular (AC).** Federal Aviation Administration (FAA) publications consisting of all nonregulatory material of a policy, guidance, and technical nature and used as basic source for most airport design criteria.

**Advisory Service.** A communications facility (UNICOM) which provides airport information to aircraft.

**Air Taxi.** A helicopter movement conducted above the surface but normally not above 100ft AGL. The aircraft may proceed either via hover taxi or flight at speeds more than 20 KIAS.

**Aircraft.** A device that is used or intended to be used for flight in the air. (FAR Part 1)

**Aircraft movement areas.** Areas on an airport suitable for aircraft operations and which meet FAA criteria. The runway and all taxiways are included within the aircraft movement area. Aircraft parking areas are outside of the movement area.

**Aircraft parking/tie-down.** A specialized location on the airport that has at least 3-point tie-downs with ropes or chains adequate to hold aircraft immobile in gale-force winds.

**Airport.** All properties and facilities owned, leased, or otherwise under the control of the City of Killeen, Texas, including all areas located within the confines of the established airport boundary used for loading, unloading, parking, storage, service, landing, and taking off of aircraft; and those areas not used for aviation purposes.

**Airport identifier - ILE.** A coded identity assigned to the Killeen, Texas airport by the FAA.

**Airport Layout Plan (ALP).** An FAA / DOT approved set of drawings showing airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location on the airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

**Annual Inspection.** An aircraft inspection performed and documented in accordance with 14 CFR, Part 43 by a person authorized by Section 43.7 (usually an FAA licensed Airworthiness Inspector).

**Apron.** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance (also known as Ramp).

**Based aircraft.** An aircraft that is hangared or tied down at Skylark Field for more than six months per year.

**Common Traffic Advisory Frequency (CTAF).** Is used by all aircraft to facilitate cooperation in

their use of the airport. These conversations are generally related to the actual takeoff and/or landing of aircraft, but special activities close to the airport will often be accompanied by announcements on this frequency. The Skylark Field CTAF is 122.7 MHZ. See also UNICOM.

**Contract.** Any agreement or instrument of privilege and obligation entered into between the City and another party granting such other party the right and privilege to engage in activities at or appurtenant to the airport.

**City.** The City of Killeen, Texas.

**Drone.** See unmanned aerial system (UAS)

**Emergency Vehicle.** Any vehicle legitimately participating in an emergency response to include, but not limited to, fire/rescue vehicles, authorized police vehicles, medical service vehicles, or City of Killeen — Department of Aviation vehicles.

**Executive Director of Aviation or Designee.** Person duly authorized by the City of Killeen to perform duties required to manage the airport. To act on behalf of the City to the extent required for safe and efficient airport operations.

**Federal Aviation Administration (FAA).** A division of the United States Department of Transportation with powers to regulate all aspects of civil aviation.

**Federal Aviation Regulations (FAR).** As codified in Title 14, Code of Federal Regulations.

**Fixed Base Operator (FBO).** Shall mean any person, firm or corporation engaged in the demonstration of aircraft and aircraft parts, the retail or wholesale distribution of aircraft and aircraft parts, aircraft repairs, aircraft storage, aircraft servicing and fueling, student flight training, sightseeing by aircraft, aircraft rentals, charter service, or any other activity connected with aircraft maintenance, servicing, fueling, sales, storage, rentals or instruction for which a fee or service charge is assessed or received; and holding a valid contract with the City.

**Flight Line.** Any area near hangars or terminals, including ramps and their adjacent taxiways and unpaved areas used for the parking, servicing and movement of aircraft.

**Free Lance Operator.** Any person who acts independently without regard to authority and without contractual commitments to any one employer, and without a valid contract with the City of Killeen.

**Ground Lease.** The right to use and occupy an area of the airport described in a ground lease agreement between the City of Killeen and the lease holder.

**Hover Taxi.** A helicopter movement conducted above the surface and in ground effect at airspeeds less than 20 KIAS. The actual height may vary, and some helicopters may require hover taxi above 25ft AGL to reduce ground effect turbulence.

**Kit-built aircraft.** Aircraft which are constructed by persons for whom this is not a professional activity. Also known as homebuilt aircraft, amateur-built aircraft or kit planes, these aircraft may be constructed from "scratch," from plans, or from assembly kits.

**Local traffic.** Aircraft operating in the local traffic pattern or within sight of the tower, or

aircraft known to be departing for or arriving from flight in local practice areas, or aircraft executing simulated instrument approaches at the airport.

**Non-operational aircraft.** An aircraft that has not completed an annual inspection within the preceding twelve months. Also, aircraft that have been disassembled or damaged beyond flyable condition.

**Preventative Maintenance.** Aircraft maintenance actions listed in 14 CFR Part 43, Appendix A 4 (c) which may be performed by pilots operating under the provisions of 14 CFR Part 91. These actions are generally simple maintenance or preservation actions and replacement of small parts not involving complex assembly operations.

**Runway.** A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.

**Runway End Identification Lights (REIL).** An airport lighting system consisting of two flashing white high intensity lights installed at each approach end corner of a runway and directed toward the approach zone, which enables the pilot to identify the threshold of a usable runway.

**Taxi lane.** The portion of the aircraft parking area used for access between the taxiways and the aircraft parking positions and hangar area. Taxi lanes are indicated with a yellow center line marking similar to taxiways, but are not lettered or otherwise identified. They are located outside of the movement area and have less object free clearance area than taxiways.

**Taxiway.** A defined path established for the taxiing of aircraft from one part of an airport to another. Taxiways are lettered, identified with lighted airport guidance signage, and meet specific FAA design standards for pavement width and object free area.

**Tenant.** Any individual, firm, corporation, company, or other similar entity having proprietary control over any area of the airport by virtue of a lease, contract, or other formal arrangement with the City of Killeen.

**T-hangar.** An aircraft hangar that is divided into separate storage units in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or hangar compartments.

**Traffic pattern.** The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach.

- A. Upwind Leg - A flight path parallel to the landing runway in the direction of landing.
- B. Crosswind Leg - A flight path at right angles to the landing runway off its upwind end.
- C. Downwind Leg - A flight path parallel to the landing runway in the direction opposite to landing. The downwind leg normally extends between the crosswind leg and the base leg.
- D. Base Leg - A flight path at right angles to the landing runway off its approach end. The base leg normally extends from the downwind leg to the intersection of the extended runway centerline.

- E. Final Approach - A flight path in the direction of landing along the extended runway centerline. The final approach normally extends from the base leg to the runway. An aircraft making a straight-in approach VFR is also considered to be on final approach.

**Ultralight Vehicle.** Any slow flying powered machine or device which is designed for flight in the air which meets the requirements of FAR 103, but does not require pilot certification, vehicle certification or registration, and which generally has no radio communications equipment.

**UNICOM.** Frequencies authorized for aeronautical advisory services to private aircraft. Services available are advisory in nature, primarily concerning the airport services and airport utilization. The UNICOM frequency for Skylark Field is 122.7 MHZ. Also see Common Traffic Advisory Frequency (CTAF)

**Unmanned Aerial System.** An unmanned aircraft system (UAS), sometimes called a drone, is an aircraft without a human pilot onboard. Also known as an unmanned aerial vehicle (UAV), the UAS is controlled from an operator on the ground.

**EXHIBIT D  
AIRCRAFT PARKING**



**EXHIBIT E  
VIEWING AREA**



## EXHIBIT F

### PARACHUTE OPERATIONS MANUAL SKYLARK SKYDIVE CENTER

Skylark Skydive Center is a member in good standing with the United States Parachute Association and supports its efforts to safety, training, and best practices of the skydive industry.

The United States Parachute Association works directly with the FAA in maintaining these efforts and disseminates industry safety standards. We have adopted these standards and are committed to implementation in our parachute operations. As these standards evolve, we too will evolve to deliver the safest experience possible.

The FAA and USPA rely on self-regulation from within the skydiving community for most training and operational requirements.

The following resources can keep you up to date on the latest regulation and provide guidance for your activities:

- FARs** – The Federal Aviation Regulations that deal with skydiving and its related activities
- FAA Surveillance** – Inspector guidance for airport parachute operations
- FAA Interpretations & Guidance** – Clarification on FARs for our industry
- Advisory Circulars** – The guidance offered by the FAA for compliance pertaining to parachuting.
- ATC Notification & Authorization** – Directions for communication with Air Traffic Control
- USPA In Action** – Articles conveying some of the most important actions in the legal and regulatory scene

## Skydiving Operations

1. All Skylark Skydive Center airplanes used for skydiving have ADSB as well as Flight Aware.
2. All skydive operations will comply with applicable state and federal statutes, regulations, advisory circulars, the United States Parachute Association (or other nationally recognized skydiving organization's) Basic Safety Requirements (BSRs), and Parachute Licensing Procedures.
3. The skydive Aircraft will announce on the primary frequencies of ILE, 122.7, Grey approach 134.35 or 120.75 as assigned the following information
  - a. Skydivers jumping two minutes before the jump
  - b. When jumpers exit the Aircraft.
4. Skydivers will normally jump within one nautical mile of the center of the airport. The point of exit will be determined by the wind direction and wind speeds.
5. The Airport Manager shall designate the authorized parachute landing area (**App 1**). All parachute landings outside of this area are unauthorized unless specifically authorized by the Airport Manager. Skydive Operators and Skydivers shall take every reasonable measure to prevent and refrain from Unauthorized Landings. It is an affirmative defense to a charge of violating this subsection that the Unauthorized Landing resulted from an emergency that neither the Skydive Operator nor the Skydiver could avoid.
6. Skydivers, students, and observers will not be allowed on the runways. If a skydiver lands on the runway they are instructed to get off the runway as fast as possible. Any skydiver that lands on the west side of the runway will be picked up and driven around the north end of the runway to ensure no crossing occurs.
7. Unauthorized offsite landings by Skydivers shall be reported to the Airport Manager/Supervisor by the responsible Skydive Operator within 24 hours after learning of the event.

### **Skydiving Operations (cont.)**

8. Observers of skydiving operations will be restricted to an observation area that will be clearly marked and controlled by Airport Staff. They will not be allowed on the runways, taxiways, or landing areas.
9. The maximum jump altitudes, common jump altitudes and common parachute opening altitudes (all altitudes should be expressed in feet above mean sea level). Maximum Jump altitude shall be 14,000 feet MSL. Standard Jump operations shall occur between 10,000 and 12,000 feet. Skylark Skydive Center shall request special permission via the pilot to current air traffic controllers for jumps above 12,000 feet. Tandem

skydiving may be as low as 8,348 feet MSL if the jump conditions require lower departure altitudes to stay within VFR requirements. Non tandem skydiving may occur as low as 2,500 feet.

10. Jump aircraft call signs will begin each day with the tail number and may be shortened to the last 3 characters of the N-Number after the first announcement and remain constant throughout the day.

11. Required Weather info

Skylark Skydive Center will monitor Skylark Field AWOS and current weather reports and maintaining VFR for all skydiving operations.

## **Basic Safety Requirements**

### **Section Summary**

Skydiving is based on the Basic Safety Requirements (BSRs) that have been established as the cornerstone of a self-policing principle. The BSRs represent the industry standard generally agreed upon as necessary for an adequate level of safety. Research can be conducted to develop and document new methods and procedures within the BSRs and, when necessary, under waivers to the BSRs, to establish a justifiable basis to modify these standards. This section includes two fundamental, interrelated USPA publications: the Basic Safety Requirements and Waivers to the Basic Safety Requirements.

### **Overview**

#### **How the BSRs Affect Safety**

1. The BSRs promote practices aimed at eliminating incidents in skydiving and, by doing so, make skydiving safer and more enjoyable.
2. The BSRs are established by evaluating incidents and identifying their root causes.
3. Safety is accomplished by reducing the risk factors, which requires everyone involved in skydiving to:
  - i. acquire knowledge and make a continuing effort to increase and improve that knowledge
  - ii. practice and prepare for both the expected and the unexpected
  - iii. evaluate the risk factors
  - iv. accurately evaluate personal capabilities and limitations
  - v. stay alert and aware of surroundings
  - vi. keep options open
  - vii. exercise good judgment
4. Failure to follow the BSRs may not always result in an incident, but many incidents are the result of not following these risk-reduction procedures.

#### **Waivers and Changes to the BSRs**

1. Also included in this section, "Waivers to the Basic Safety Requirements" describes procedures for approving and documenting exceptions to the BSRs.
  - i. Waivers provide for the responsible development of new techniques and methods.
  - ii. The BSRs are designed to establish safety standards for common situations; however, local circumstances may allow for greater tolerance in some cases.
  - iii. The purpose for filing a waiver is to document that the particular BSR has been evaluated in the individual case and that the prescribed deviation and conditions do not represent an unacceptable compromise of safety.
  - iv. Waiverability
    - i. Each BSR is categorized for the level of authority necessary for the approval of the waiver.
    - ii. Each BSR requires full board approval of a waiver, except for those designated with an [S] (Safety and Training Advisor or Instructor Examiner), or an [E] (Executive Committee).
2. The BSRs are changed from time to time by the USPA Board of Directors as equipment and practices develop and evolve.

## **2-1 Basic Safety Requirements and Waivers**

### **Applicability**

1. The Basic Safety Requirements apply to all jumps except those made under military orders, or those training personnel under military orders, and those made because of in-flight emergencies. USPA members must comply with the Basic Safety Requirements, protecting the best interests of both the participants and the general public.
2. A "skydive" is defined as the descent of a person to the surface from an aircraft in flight when he or she uses or intends to use a parachute during all or part of that descent.
3. All persons participating in skydiving should be familiar with the Skydiver's Information Manual and all federal, state, and local regulations and rules pertaining to skydiving.

### **Compliance with Federal Regulations**

1. For skydives made within the U.S. and its territories and possessions, no skydive may be made in violation of Federal Aviation Administration (FAA) regulations.
2. FAA regulations include the use of restraint systems in the aircraft by all skydivers during movement on the surface, takeoff, and landing. [[FAR 91.107](#)]

### **Medical Requirements**

1. All persons engaging in skydiving must:
  1. Possess at least a current FAA Third-Class Medical Certificate; or
  2. Carry a certificate of physical fitness for skydiving from a registered physician; or
  3. Agree with the USPA recommended medical statement in [Section 4-3](#).
2. Any skydiver acting as tandem parachutist in command must possess a current FAA Third-Class Medical or equivalent medical certificate acceptable to USPA. Alternatively, if acting as tandem parachutist in command outside the United States, its territories or possessions, a current medical certificate recognized by the civil aviation authority of the country where they will be exercising their tandem rating privileges may be substituted.
3. Any foreign national in the United States, its territories or possessions for the purpose of qualifying as a tandem parachutist in command, or to fulfill rating renewal or currency requirements, must be under the direct supervision of a tandem instructor examiner and must possess a current FAA Third-Class Medical Certificate or a current medical certificate recognized by the civil aviation authority of the country where they will be exercising their tandem rating privileges.

### **Age Requirements**

1. For skydives made within the U.S. and its territories and possessions, skydivers are to be at least 18 years of age.
2. For skydives made outside the U.S. and its territories and possessions, the minimum age is specified by the country's (or its national airport control's) requirements. Such skydivers who are under 16 years of age will not be issued a USPA license.

3. A waiver for tandem jumps may be issued to terminally ill persons under the age of 18 with manufacturer approval. The organizer of such jumps must submit a USPA Waiver Request form to the director of safety and training and the chairman of safety and training committee for approval prior to such jumps.

### **Membership**

USPA membership is required of any skydiver cleared for self-supervision at a USPA Group Member drop zone, except for non-resident foreign nationals that are a member of their own national aeroclub.

### **Alcohol and Drugs**

No person may make a parachute jump, or attempt to make a jump, within 8 hours after the consumption of any alcoholic beverage.

### **Student Skydivers**

*Note: All references to USPA instructional rating holders apply to higher rating holders in that training discipline.*

#### **1. General**

1. All student training programs must be conducted under the direction and oversight of an appropriately rated USPA Instructor until the student is issued a USPA A license.
2. A person conducting, training, or supervising student jumps must hold a USPA instructional rating according to the requirements that follow.
3. On any student jump, the supervising instructor or both instructors if a two-instructor jump, must submit a completed incident report to USPA within 48 hours if any AAD was activated on the jump. No disciplinary action will result from this self-report

#### **2. First-jump course**

1. All first-jump non-method-specific training must be conducted by a USPA Instructor or a USPA Coach under the supervision of a USPA Instructor.
2. All method-specific training must be conducted by a USPA Instructor rated in the method for which the student is being trained.

**3. All students must receive training in the following areas, sufficient to jump safely:**

1. equipment
2. aircraft and exit procedures
3. freefall procedures (except IAD and static-line jumps)
4. deployment procedures and parachute emergencies
5. canopy flight procedures
6. landing procedures and emergencies

**4. Advancement criteria**

1. IAD and static line
  - i. All jumps must be conducted by a USPA Instructor in that student's training method.
  - ii. Before being cleared for freefall, all students must perform three successive jumps with practice deployments while demonstrating the ability to maintain stability and control from exit to opening.
  - iii. All students must be under the direct supervision of an appropriately rated instructor until completing one successful clear-and-pull.
  - iv. Following a successful clear-and-pull, each student must be supervised in the aircraft and in freefall by a USPA Coach or Instructor until demonstrating stability and heading control prior to and within five seconds after initiating two intentional disorienting maneuvers involving a back-to-earth presentation.
  - v. All ground training must be conducted by an instructor in that student's training method, until demonstrating stability and heading control prior to and within five seconds after initiating two intentional disorienting maneuvers involving a back-to-earth presentation.
2. Harness-hold program
  - i. All students must jump with two USPA AFF rating holders until demonstrating the ability to reliably deploy in the belly-to-earth orientation at the correct altitude without assistance, except:
    - i. Students who have been trained in a wind tunnel may jump with one AFF rating holder after demonstrating the following in the wind tunnel:
      - basic stability (neutral body position)
      - heading control

- controlled forward and backward motion
  - controlled turns
  - proper response to hand signals
  - simulated altimeter checks and time awareness
  - wave-offs
  - simulated main parachute activation
- ii. The wind tunnel training and tunnel flight sessions must be conducted by an AFF rating holder, or a tunnel instructor who is under the direct supervision of an AFF rating holder. All training must be documented.
- ii. All students must jump with one USPA AFF rating holder, exit safely, maintain stability, and deploy at the planned altitude without assistance prior to attempting disorienting maneuvers.
- iii. All students must jump under the direct supervision of an appropriately rated USPA Instructor until demonstrating stability and heading control prior to and within five seconds after initiating two intentional disorienting maneuvers involving a back-to-earth presentation.
3. Tandem training jumps [E]
- i. Any USPA member conducting a tandem jump must have successfully completed a tandem instructor course conducted by the manufacturer of the tandem parachute system used in the parachute operation, been certified by the appropriate parachute manufacturer or tandem course provider as being properly trained on the use of the specific tandem parachute system to be used, and must hold a current USPA Tandem instructor rating.
- ii. For progressive training requirements following tandem jumps, refer to "Crossover training."
- iii. Intentional back-to-earth or vertical orientations that cause tandem freefall speeds exceeding that of droguefall are prohibited.
- iv. Tandem equipment instruction must be conducted by an individual approved by the tandem equipment manufacturer of that system.
- v. All student tandem skydives must be conducted in accordance with the specific manufacturer's age requirements for the tandem system used for that jump.

- vi. Use of any extendable or fixed pole camera mounts, attached or handheld by the tandem instructor or student, is prohibited.
- vii. Any person acting as parachutist in command on a tandem skydive is required to conduct system-handles checks as defined by the manufacturer of the specified tandem equipment being used immediately after deploying the drogue.
- viii. Any person making a tandem skydive may not perform a turn of more than 90 degrees below 500 feet AGL.
- ix. Tandem instructors must have at least 200 tandem skydives before any camera device may be used, held or attached to the tandem instructor or tandem student.

#### **5. Crossover training**

1. Students may transfer after the first or subsequent jumps to another training method after demonstrating sufficient knowledge and skill in the areas of equipment, aircraft, exits, freefall maneuvers, deployment, emergency procedures, canopy control, and rules and recommendations to enter into that program at a comparable level of proficiency and training.
2. Students previously trained in a tandem program may continue in a harness-hold program or must demonstrate a solo exit and practice deployment with stability in the IAD or static-line program prior to advancing to freefall.
3. Students who have completed at least two tandem jumps and demonstrated the ability to reliably pull the drogue release at the correct altitude, maintain heading and a stable body position, without requiring any control or altitude prompts from the tandem instructor, may progress to single instructor AFF jumps after completion of solo ground training.
4. Students previously trained in a harness-hold program must have exited stable without assistance or performed a stable IAD or static-line jump with a practice deployment supervised by a USPA IAD or Static-Line Instructor prior to performing freefall jumps with any non-AFF-rated USPA Instructor.
5. Students previously trained in Categories A-C in SL, IAD and tandem programs may jump with one AFF instructor after demonstrating the AFF wind tunnel requirements.

#### **6. Students training for group freefall**

1. Student freefall training for group freefall jumps must be conducted by either a USPA Coach under the supervision of a USPA Instructor, or a D-license holder, and;
2. The maximum group size allowed for any group skydive is four if that group includes any solo students cleared for self-supervision. The solo student must have successfully demonstrated the skills of ISP Category G. There must be at least one instructor, coach or D-license holder (that has been approved by an S&TA) for each student involved.

#### **7. Instruction of foreign students**

1. Foreign non-resident instructional rating holders appropriately and currently rated by their national aero club may train students from that nation in the U.S., provided the instruction is conducted in accordance with the USPA Basic Safety Requirements.
2. Appropriately and currently rated USPA instructional rating holders may assist in this training.
8. No skydiver will simultaneously perform the duties of a USPA instructional rating holder and pilot-in-command of an aircraft in flight.
9. All student jumps, including tandems, must be completed between official sunrise and sunset.

#### **Winds**

Maximum ground winds

1. For all solo students
  1. 14 mph for ram-air canopies
  2. 10 mph for round reserves
2. For licensed skydivers are unlimited

#### **Minimum Opening Altitudes**

Minimum container opening altitudes above the ground for skydivers are:

1. Tandem jumps-5,000 feet AGL [E]
2. All students and A-license holders-3,000 feet AGL [E]

3. B-license holders-2,500 feet AGL [E]
4. C- and D-license holders-2,500 feet AGL [S] (waiverable to no lower than 2,000 feet AGL)

#### **Drop Zone Requirements**

1. Areas used for skydiving should be unobstructed, with the following minimum radial distances to the nearest hazard:
  1. solo students and A-license holders-330 feet
  2. B- and C-license holders and all tandem skydives-165 feet
  3. D-license holders-40 feet
2. Hazards are defined as telephone and power lines, towers, buildings, open bodies of water, highways, vehicles, and clusters of trees covering more than 32,292 square feet.
3. Manned ground-to-air communications (e.g., radios, panels, smoke, lights) are to be present on the drop zone during skydiving operations.

#### **Pre-jump Requirements**

The appropriate altitude and surface winds are to be determined prior to conducting any skydive.

#### **Extraordinary Skydives**

1. Night, water, and demonstration jumps are to be performed only with the advice of the appropriate USPA S&TA, Instructor Examiner, or Regional Director.
2. Pre-planned breakaway jumps are to be made by only class C- and D-license holders using FAA TSO'ed equipment.
3. Demonstration jumps into Level 2 areas require a D license with a USPA PRO Rating for all jumpers, including both tandem jump participants.
4. Contact canopy formation activity is prohibited on tandem jumps.
5. Tandem jumps into stadiums are prohibited.
6. Any person performing a wingsuit jump must have at least 200 skydives, and hold a current skydiving license.
7. Freefall within 500 feet vertically or horizontally of any student under parachute, including tandem students, is prohibited. (This requirement excludes scenarios where- during a training jump-a

student's instructor(s) and videographer may be within this distance.) Freefall within 500 feet vertically or horizontally of any licensed skydiver under canopy requires prior planning and agreement between the canopy pilot and the skydiver in freefall.

#### **M. Parachute Equipment**

1. FAA regulations [FAR 105.19] require that when performing night jumps, each skydiver must display a light that is visible for at least three statute miles from the time the jumper is under an open parachute until landing.
2. All students are to be equipped with the following equipment until they have obtained a USPA A license:
  1. a rigid helmet (except tandem students)
  2. a piggyback harness-and-container system that includes a single-point riser release and a reserve static line.
  3. a visually accessible altimeter (except tandem students)
  4. a functional automatic activation device that meets the manufacturer's recommended service schedule
  5. a ram-air main canopy suitable for student use
  6. a steerable reserve canopy appropriate to the student's weight
  7. for freefall, a ripcord-activated, spring-loaded, pilot-chute-equipped main parachute or a bottom-of-container (BOC) throw-out pilot chute
3. Students must receive additional ground instruction in emergency procedures and deployment-specific information before jumping any unfamiliar system.
4. For each harness-hold jump, each AFF rating holder supervising the jump must be equipped with a visually accessible altimeter.
5. All skydivers wearing a round main or reserve canopy and all solo students must wear flotation gear when the intended exit, opening, or landing point is within one mile of an open body of water (an open body of water is defined as one in which a skydiver could drown).

The Federal Aviation Administration (FAA) of the U.S. Department of Transportation has the responsibility for regulating airspace usage in the United States. Concerning skydiving activities, the FAA fulfills this responsibility by specifically regulating certain aspects of skydiving and by relying upon the self-regulation of the participants through the guidelines and recommendations published by USPA.

The FAA's main responsibility is to provide for the safety of air traffic, as well as persons and property on the ground. The FAA does this by certificating pilots, mechanics, air traffic controllers and parachute riggers and by requiring approval data for aircraft and parachutes. The agency has the authority to impose fines and suspend or revoke certificates it has issued. In the case of a skydiving violation, the FAA can fine the pilot, rigger, and the jumpers, as well as suspend or revoke the certificates of pilots and riggers.

The FAA relies upon self-policing from within the skydiving community for most training and operational requirements.

**Appendix 1:**

Primary Drop Zone Highlighted



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Skydive Addiction LLC  
Harker Heights , TX United States

Certificate Number:  
2022-926237

Date Filed:  
08/24/2022

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

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
0001  
Lease of Building Skylark Airport

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Maschek, Anthony	Harker Heights, TX United States	X	
	Maschek, Scott	Harker Heights , TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is scott maschek, and my date of birth is 19 June 1976.

My address is 1906 Caribou Trail, Harker Heights TX 76548 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 24 day of AUG, 2022.  
(month) (year)

**Scott Maschek**

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# SKYDIVE ADDICTION LLC LEASE AGREEMENT – SKYLARK FIELD

RS-22-136

September 20, 2022

128

# Background

2

- Airport Staff was contacted by Skydive Addiction about relocating an existing skydiving business to Skylark Field
- Several meetings and site visits were held
- Conducted a review of their business plan
- Reviewed safety and operations plan and safety record

# Background

3

- Held Town Hall meeting with Skylark Tenants
- FAA conducted site and air traffic safety study
- FAA met with Airport staff, Skydive Killeen, Fort Hood Air Traffic Control and Fort Hood Air Traffic & Airspace Officer to discuss safety and operational concerns

# Discussion

4

- FAA determined Skydive Operations can be done safely at Skylark Field
- Staff negotiated a lease agreement with Skydive Addiction, LLC, d.b.a. Skydive Killeen for aviation business activities of a commercial skydiving operator to include classroom activities and parachute rigging
- Five-year term beginning October 1, 2022 and ending September 30, 2027

# Discussion

5

- Office space and service bay in the old Skylark Fire Station building
- Annual rental revenue to aviation will be \$10,092 first year with annual increases
- Expected fuel sales of 7,800 gallons the first year and up to 10,000 gallons by second year, or an approximate 18% to 25% increase over current annual fuel sales

# Alternatives

6

- Do not approve the lease
- Approve the lease

# Recommendation

7

- Approve lease agreement with Skydive Addiction, LLC, d.b.a. Skydive Killeen and authorize the City Manager or designee to execute same as well as any and all amendments and lease actions as allowed per federal, state, or local law



# City of Killeen

## Staff Report

File Number: RS-22-137

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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Eva Bark, Executive Director of Human Resources

**SUBJECT:** Appointment of an Executive Director of Recreation Services

### **BACKGROUND AND FINDINGS:**

On July 19, 2022, the position of the Executive Director of Recreation Services became vacant.

On July 22, 2022, Human Resources posted the vacancy on the City's website, the Texas Municipal League, Texas Recreation and Parks Society, and the National Recreation and Parks Association websites. The City received fifty-nine (59) applications and narrowed the candidates to four (4) finalists. In person interviews took place on August 25 and 26, 2022 with a panel of City leadership.

Mr. Cagle extended a conditional job offer to Ms. Kelly Snook. Ms. Snook comes to Killeen with over thirty years of experience serving nine organizations including municipalities, private practice, and nonprofit sectors. Of the thirty years, eleven have been in executive municipal positions. She has managed annual budgets up to approximately \$92M funded by combined operating capital, impact fees, enterprise, and revenue funds. She has managed teams of up to 450 full time employees and 45 part time employees in divisions including park rangers, park planning, grounds maintenance, building maintenance, capital improvements, recreation, light construction, and senior services. In addition, Ms. Snook has experience with developing strategic plans, master plans, branding initiatives, business plans, and other visioning projects. She is also a grant writer and has secured funding and gifts from many sources including corporations and foundations.

Ms. Snook received her Masters in City and Regional Planning from the University of Texas at Arlington and her Bachelors of Science in Landscape Architecture from Texas A&M University in College Station. Ms. Snook is also a Texas Registered Landscape Architect and a Texas Licensed Irrigator.

Ms. Snook's job offer is conditioned upon the following:

- Selection confirmation by the Killeen City Council
- Commencing employment on October 10, 2022

### **THE ALTERNATIVES CONSIDERED:**

Alternatives are: (1) to disapprove the appointment of Kelly Snook as the City of Killeen's Executive Director of Recreation Services. (2) to approve the appointment of Kelly Snook as the City of Killeen's Executive Director of Recreation Services.

**Which alternative is recommended? Why?**

Staff recommends the second alternative, to approve the appointment of Kelly Snook. Ms. Snook brings over thirty years of experience serving nine organizations including municipalities, private practice, and nonprofit sectors. Of the thirty years, eleven have been in executive municipal positions.

**CONFORMITY TO CITY POLICY:**

This action conforms to city policy. Executive director appointments are subject to approval by the City Council pursuant to Section 29 of the City Charter.

**FINANCIAL IMPACT:**

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

The annual base salary of the position is \$132,000, plus benefits and a \$3,000 annual car allowance. In addition, there is a \$5,000 relocation allowance reimbursement.

**Is this a one-time or recurring expenditure?**

The annual salary, car allowance, and benefits are a recurring expenditure. The relocation allowance reimbursement is a one-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund Recreation Services salary and benefit accounts 010-3001-425.40-05 through 010-3001-425.40-89.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council approve the City Manager's appointment of Kelly Snook as the City of Killeen's Executive Director of Recreation Services.

**DEPARTMENTAL CLEARANCES:**

City Manager  
City Attorney  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Resume

Kelly Snook, PLA, LI

## EXECUTIVE PROFILE

**Executive Management** professional offering over 20 years' experience spearheading multi-million-dollar construction projects, and leading Parks and Recreation departments for communities including the City of Houston, City of Austin, Missouri City, Texas and Galveston County. Managed multiple divisions including Planning, Capital Improvements, Facilities and Grounds Maintenance, Beaches, Park Rangers, Recreation, and others. Managed operating budgets, capital improvements budgets, contract management, permits, fundraising and grants. Extensive public speaking at City Council, Parks Board, and Commissions and conducted presentations to community, professional and non-profit organizations. Background in organizational development, human resources, structural reorganization, emergency management and long-range strategic planning. Directed municipal design and construction projects, park master plans, and capital improvement programs encompassing renovations, new construction, and land acquisition.

## EDUCATION/LICENSES

**Master of City and Regional Planning**, University of Texas at Arlington- Arlington, TX (1997)  
**Bachelor of Science in Landscape Architecture**, Texas A&M University-College Station, TX (1987)  
**Texas Registered Landscape Architect** (1993-Present)  
**Texas Licensed Irrigator** (1990-1998) (2015-Present)  
**FEMA Emergency Management Institute - Long Range Recovery Planning** 2009, Galveston County  
**Organizational Training** 2014

## STRENGTHS

- **Leadership**  
Oversee multiple divisions within City and County Parks Dept. Developed new protocol for proper fiscal management. Planning Section Chief for Missouri City during Hurricane Ike/trained in NIMS. President of the Texas Chapter of the American Society of Landscape Architects, 2010.
- **Construction/Project Management**  
Construction Manager for HISD bond program. Supervise renovations, teardowns, rebuilds, and new extensions. Conduct on-site for inspections, collaborate with contractor, facilitates project with consultants, on-site job process. Senior Project Manager for the City of Houston, oversee design and construction of capital improvement projects for park facilities.
- **Finance/Budgeting**  
Manage operating budgets of up to \$15.4M, as well as bond programs of 10M per year for capital improvements. Secured numerous financial and physical donations and successfully obtained grants.
- **Communications/Training**  
Develop, prepare, and conduct presentations to community groups, professional societies, employees, boards, and commissions. Managed major reorganizations of departments, talent acquisition for urban forester, and developed new performance review processes.
- **Strategic/Master Planning**  
Direct department long range planning including Park & Trail Master Plans. Collaborate with officials, consultants, and citizen groups on public improvements.

## PROFESSIONAL WORK HISTORY

**Interim Director Culture, Parks and Recreation Director**  
**Greeley, Colorado**

**2021-Current**

- Administered Operating Budget of \$24.7M. Led divisions including Recreation, Parks, Trails and Natural Areas, Golf, and Cultural Resources.
- Identified key areas for improvement including Linn Grove office upgrades, White Plumb Farm lease termination and key position additions.

### Accomplishments:

- Completed Assessment and Recommendation of hrQ Assessment including identifying and recommendation of Enterprise Division.
- Completed Community Needs Assessment RFP.

- Managed revisioning and public engagement for Bittersweet Park Landscape Management and Shurview land acquisition.

## Resume of: Kelly Snook Cont.

Page 2

### Interim Capital Projects Director 2020-2021 Strategic Government Resources, Inc. (City of Bedford)

- Full responsibility for the planning and construction of a 70M Bond Program to include two projects. Consultant selection and contract award for a performing arts center and management of construction documents, CMAR contract award and construction management as well as internal purchasing process and management and execution of all City processes.
- Managed all communications and public engagement.
- Coordinated all asbestos remediation and tenant scheduling and move out.

#### Accomplishments:

- Reduced costs by approximately \$750,000 in first six months.
- Reduced project timeline by six months in first three months.

### Greens Bayou Coalition, 501©3 2017-2020 Executive Director

- Responsible for organizational leadership, development, finance, public relations, grant writing, and planning and development of parks and recreational facilities.
- Responsible for all grants and special events including Greens Bayou Regatta and Greens Bayou Gala.

#### Accomplishments:

- Hired first Development Manager and created first Financial Development Plan.
- Developed first Greens Bayou Gala.

### Project Management Group, LLC 2014 –2017 Construction/Project Manager

- Directly responsible for construction management for HISD bond program project sites. Represent HISD on job site facilitating all aspects of construction with architects and contractors. Oversee inspections, job process, budget compliance, site safety, client communications, payment applications and change orders.

#### Accomplishments:

- Managed construction of Mickey Leland College Preparatory Academy approximately \$29M project, Waltrip High School \$38M renovation project, and Grady Middle School \$10M building addition project.

### Galveston County 2012-2014 Director, Parks and Senior Services Department

- Managed staff of 40 full-time and 10 part-time personnel. Supervised four divisions: Parks, Senior Services, Beach Parking Program and Texas Agrilife Office. Directed operations and administration of 25 miles of beaches, including vendor and parking management, park maintenance and senior services programs. Maintained an operating budget of \$5.3M. Implemented new online reservation system.

#### Accomplishments:

- Improved Area Agency on Aging grant management. Directed major clean-up of park facilities including recycling old equipment and materials resulting in significant revenue, as well as a marked decrease in vandalism saving up to \$70,000 per annum. Restructured department and improved morale through increased training, improved work conditions and provision of needed equipment and supplies.

### City of Austin 2010-2012 Assistant Director, Parks and Recreation Department

- Administered operating budget of \$15.4M. Led six divisions: Planning and Development, Office of the CIP, Park Rangers, Central Parks, Facility Services and Grounds Maintenance. Managed staff of 250 full-time and 25 part-time team members. Co-directed departmental reorganization, created the Office of Capital Improvements allowing appropriate separation of bond and general fund activities, improving revenue recovery. Supervised long range department planning including developing the 2012 Parks Bond Program and overseeing the Maintenance Audit and Accreditation process for Operations and grounds Maintenance Division. Presented programs to the community and non-profit organizations and engaged in extensive public speaking at City Council, Parks Board meetings and additional boards and commissions.

#### Accomplishments:

- Oversaw the development of 2012 Parks Bond Program with over \$77.68M in improvements, including developing the Office of Capital Improvements as well as selection of staff and training of division.

Developed appropriate funding processes of division to segregate bond activities and general fund activities for maximum revenue recovery of bond services.

- Developed and reclassified positions to address conservation of cultural and historic resources within the parks system resulting in numerous positive media reports and accolades to the department.

## **Resume of: Kelly Snook Cont.**

**Page 3**

### **City of Missouri City**

**2006-2010**

#### **Director, Parks and Recreation Department**

- Managed operating budget of \$2.5M. Supervised 27 full and part-time personnel. Directed four divisions: Recreation, Parks, Building Maintenance and Forestry Division. Led the departmental strategic plan, Parks Master Plan, and Trails Master Plan. Secured private donations of funds and developed, wrote, and obtained numerous grants for parks development and capital equipment projects.
- Acted as Planning Section Chief during Hurricane Ike and managed all records of incident.

#### **Accomplishments:**

- Recruited the first Urban Forester within Fort Bend County and partnered with community groups to develop the Urban Forestry Plan, to renovate the recycling center, secure grants for recycling and special events/programs.
- Administered \$15.5M Parks CIP program, supervised and maintained all municipal buildings of facilities including first remote HVAC monitoring program for all civic buildings and properties.

### **City of Houston**

**1998-2006**

#### **Sr. Project Manager, Design & Construction Division, Building Services (2004-2006)**

#### **Project Manager, Facilities Development/Maintenance Division, Parks & Recreation Dept. 1998-2006**

- Managed full spectrum of parks design and construction projects, contract management, site reviews, through project completion. Provided direction, planning and related resolution to meet key initiative timelines and departmental user and maintenance goals. Resolved issues with city officials, outside agencies, and community. Managed project consultants, contractors, budgets, and deadlines.

#### **Accomplishments:**

- Successfully managed approximately 35 projects per year with projects budgets between \$150k to 9.9M. Major projects included: Denver Harbor Multi-Purpose Center, Kingwood Skate Park, Golf Course renovations, Sylvester Turner Park, Beverly Hills Community Center and Multi-Use Pavilion and Gutierrez Sprayground and numerous other park improvements. Reduced costs by effective project management, maintaining budgets at all design and construction milestones and diligent review of any and all change orders. Achieved best record in division for on-time project completion within budgetary guidelines. Managed construction payment applications, change orders, consultant fees and project budgets of both grant and bond projects.

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## **OTHER SELECTED PROFESSIONAL HISTORY**

Commissioned Public Artist: Smither Park, Houston Texas "Home on the Bayou" Mosaic on sidewalk, \$12,500.00

Selected Public Artist City of San Antonio, Texas 2019-2020

Second Place, Houston Art Car Parade, Recycled Art, "The Wave", 2016

Past President, Texas Chapter American Society of Landscape Architects, 2011

President, Texas Chapter American Society of Landscape Architects, 2010

President-Elect, Texas Chapter of American Society of Landscape Architects, 2009

Section Secretary, Gulf Coast Chapter, American Society of Landscape Architects, 2008

Numerous speaking engagements at professional conferences



## APPOINTMENT OF AN EXECUTIVE DIRECTOR OF RECREATION SERVICES

RS-22-137

September 20, 2022

141

# Background

2

- Executive Director of Recreation Services  
vacancy
- Recruitment

# Candidate Information

3

- The City Manager selected Kelly Snook as the Executive Director of Recreation Services.
- Masters in City and Regional Planning from the University of Texas at Arlington and her Bachelors of Science in Landscaping Architecture from Texas A&M University in College Station.
- Ms. Snook is also a Texas Registered Landscape Architect and a Texas Licensed Irrigator.
- Over thirty years of experience serving nine organizations including municipalities, private practice, and nonprofit sectors. Of the thirty years, eleven have been in executive municipal positions

# Alternatives

4

- ❑ To not approve the City Manager's appointment of Kelly Snook as the City of Killeen's Executive Director of Recreation Services
- ❑ To approve the City Manager's appointment of Kelly Snook as the City of Killeen's Executive Director of Recreation Services

# Staff Recommendation

5

Staff recommends approving the City Manager's appointment of Kelly Snook as the Executive Director of Recreation Services.



# City of Killeen

## Staff Report

File Number: RS-22-138

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**DATE:** September 13, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director Development Services

**SUBJECT:** Interlocal Agreement for Chaparral Road

### **BACKGROUND AND FINDINGS:**

Chaparral Road is within the jurisdiction of Bell County, City of Killeen (COK), and the City of Harker Heights (COHH). The street is approximately 6.64 miles along the centerline and 13.28 miles along the frontage from SH 195 to FM 3481. 7.99 miles of frontage is located within the County jurisdiction, 4.85 miles of frontage are located within the City of Killeen jurisdiction, and .44 miles of frontage are located within the City of Harker Heights jurisdiction.

The County, COK, and COHH are planning to work together to facilitate the design and construction of a four to five lane minor arterial roadway along the entirety of the road. A Memorandum of Understanding (MOU) was prepared and approved previously by all parties in 2019. The MOU only constituted an expression of intent and did not serve as a binding agreement. The ILA is the needed agreement for all parties to enter into for this project to move forward with design and then construction. Killeen ISD was previously a part of the MOU and has since constructed their high school which included the portion of roadway along their property.

The City of Killeen will provide \$730,422 for design, with Bell County providing \$1,215,361 and the City of Harker Heights providing \$54,217. The City of Killeen will serve as the project manager for the project.

### **THE ALTERNATIVES CONSIDERED:**

1. Do not approve the Interlocal Agreement and do not proceed forward with the Chaparral Road Improvements.
2. Approve the Interlocal Agreement and allow the City to continue work with Bell County and the City of Harker Heights on the Chaparral Road Improvements.

### **Which alternative is recommended? Why?**

Staff recommends that the City Council approve the Interlocal Agreement and allow the City to continue work with Bell County and the City of Harker Heights on the Chaparral Road Improvements.

**CONFORMITY TO CITY POLICY:**

This item complies with all federal, state and local regulations

**FINANCIAL IMPACT:**

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

The Interlocal Agreement does not approve any expenditures. A separate design contract will come before Council.

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends that the City Council approve the Interlocal Agreement and allow the City to continue work with Bell County and the City of Harker Heights on the Chaparral Road Improvements.

**DEPARTMENTAL CLEARANCES:**

Development Services  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Interlocal Agreement

# **INTERLOCAL AGREEMENT FOR DESIGN AND CONSTRUCTION OF CHAPARRAL ROAD**

This agreement (“Agreement”) is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (“COK”), the City of Harker Heights, Texas, a municipal corporation situated in Bell County, Texas (“COHH”), and Bell County, Texas (“County”), collectively referred to in this Agreement as the “Parties.” This agreement is authorized by Chapter 791 of the Texas Government Code, the “Interlocal Cooperation Act.”

## **RECITALS**

**WHEREAS**, Chaparral Road (the “Road”) is a roadway within the jurisdiction of the County, COK, and COHH and is approximately 6.64 miles long extending from SH 195 to FM 3481. 5.68 miles are located within the County jurisdiction. 0.92 miles are located within the jurisdiction of the COK. 0.04 miles are located within the jurisdiction of the COHH; and

**WHEREAS**, The City of Killeen, Texas, the City of Harker Heights, Texas and Bell County have previously executed a Memorandum of Understanding (“MOU”) regarding the design and construction of Chaparral Road. This agreement supersedes the MOU; and

**WHEREAS**, the County, COK, and COHH, desire to work together to facilitate the construction of a five-lane minor arterial roadway along the entirety of the Road (the “Project”) in accordance with the general terms and conditions outlined below.

**NOW THEREFORE**, the COK, COHH, County, agree as follows:

**Section 1.** Purpose. The purpose of this AGREEMENT is to establish the scope of the Project and responsibilities of each of the parties as it relates to the Project. It is understood that the overall scope of the project may change depending on the availability of funding.

**Section 2.** General Scope of the Project. Upon completion of the Project, the general alignment of the Road will be as depicted in Exhibit “A” attached hereto and made part hereof this AGREEMENT. The priority of the alignments shown shall be as follows: Alignment #1, Alignment #2, Alignment #3. The Project limits are bounded by State Highway 195 on the west end and Farm-to-Market Road 3481 on the east end. As currently proposed the Project will include:

- a. The design and construction of 6.64 miles of five lane minor arterial roadway with adjacent sidewalks as deemed appropriate.
- b. Necessary ROW acquisition to soften the 90 degree bends located along the existing alignment.
- c. Necessary ROW acquisition to establish a minimum of 90’ wide ROW along the entirety of the final alignment.
- d. Necessary relocation of existing utilities.

The typical preliminary section of the Road is depicted in Exhibit “B” attached hereto and made part hereof this AGREEMENT. As part of the design phase, the consultant will develop an approved typical section for ultimate build-out of the Road and current capacity needs. The final road section shall be approved by all parties.

**Section 3. The Project Phasing.**

Estimated project timeline is attached in Exhibit “D” attached hereto and made part hereof this AGREEMENT.

- a. Professional services will be performed in two steps for the Project.
  - i. Preliminary Design – establish required ROW, road dieting design, utility relocations, firm cost estimate, conduct topographical and property surveys, explore environmental concerns.
  - ii. Final Design – prepare final construction plans and specifications, finalize cost estimates, obtain any necessary permitting, prepare bid documents.
- b. Construction can be performed all at once or in multiple phases. Current federal funding indicates the Project is likely to be completed in two or more phases. Recommended phasing is as follows:
  - i. Phase 1 – limits from SH 195 to East Trimmier Rd
  - ii. Phase2 – limits from East Trimmier Road to FM 3481.

**Section 4. Development and Financing of the Project.**

- a. Professional Services
  - i. Preliminary Engineering
    - a. COK will provide project management services as in-kind services for the Project (valued at \$10,000.00).
    - b. COK will contract for the professional services necessary.Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred proportionately according to the table in Exhibit “C” attached hereto.
  - ii. Final Design
    - a. COK will provide project management services as in-kind services for the Project (valued at \$90,000.00).
    - b. COK will contract for the professional services necessary.
    - c. Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred according to the table in Exhibit “C”.
- b. ROW Acquisition
  - i. Parties agree that the Right-of-way (ROW) and Easement acquisition will be financed proportionately and will reimburse COK for the ROW and Easement acquisition expenses incurred according to Exhibit “C”.
  - ii. The County agrees to provide in-kind assistance to the COK as may be needed for the acquisition and relocation of acquiring necessary ROW for the Project.

The County's in-kind assistance includes, and is limited to, dedication of any County-owned ROW necessary for the Project.

- c. Construction
  - i. Utility Relocation
    - a. Engineer will determine the utilities in need of relocation through the plans and specifications referenced above.
    - b. Parties agree that any franchise utility relocation cost will be financed proportionately and will reimburse COK for the relocation expenses incurred according to Exhibit "C"
    - c. COK will relocate city owned utilities at its own cost.
    - d. Harker Heights will relocate city owned utilities at its own cost.
  - ii. Roadway Construction
    - a. Parties will seek funding for Road Construction through the Killeen-Temple Metropolitan Planning Organization (KTMPO) (anticipating up to 80% of the construction cost).
    - b. COK will provide project management and construction inspection services for the Project as an in-kind contribution (valued at \$400,000.00). For the portions of the Project that are within the COHH limits, the COHH shall have oversight of the construction and acceptance of the improvements that will be coordinated with COK project manager.
    - c. Upon reasonable advance notice, Parties shall make any property available to Killeen to facilitate the performance of Killeen's obligations hereunder. Parties agree to grant a Temporary Construction Easement to COK for the ROW necessary to construct the Project. The purpose for the easement is for the construction of the Project and for providing pedestrian and vehicular ingress and egress thereto by Killeen, its employees and contractors, as necessary for said construction. The Temporary Construction Easement shall terminate one year after the completion of construction.
    - d. Parties agree that the Project is to be financed proportionately and will reimburse COK for expenses incurred according to the table in Exhibit "C".
  - iii. The Project Costs
    - a. All costs are estimated at this time according to the table in Exhibit "C".
    - b. Costs are estimated using the centerline miles and are assumed to be distributed proportionately based on the ownership percentages established by the frontage length adjacent to the Project. Following the alignment study and development of the final design schematic the centerline miles and frontage lengths will be recalculated and communicated in writing to each of the parties to this agreement.
    - c. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

- d. Cost overruns or underruns will proportionately be distributed adjusting the overall cost of the Project based on the ownership percentages for each party and location of the construction where the overruns and underruns occurred. COHH's responsibility will only be assessed in the location of their existing city limits and ETJ.

**Section 5. Maintenance upon Completion.** Upon completion of the Project, Bell County agrees to seek voluntary annexation of those portions of Chaparral Road that are adjacent to COK and the COHH. COK and COHH agree to annex such as may be within their authority to do so. The COK will accept responsibility and ownership of the bridge across Trimmer Creek within the Project.

**Section 6. Additional Agreements.** The Parties additionally agree to execute and deliver any additional documents and instruments such as Interlocal Agreements, contracts, or easements necessary or appropriate to legally affirm the obligation to pay the entity's proportionate share of the Project costs, to allow access to the Project site for purposes of the Project, to otherwise accomplish the terms of this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.

**Section 7. Joint Obligations.** The Parties agree:

- a. To meet upon request of either Party throughout the course of the Project to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting this Agreement.
- b. Not to unreasonably interfere with or delay the Project.
- c. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.
- d. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.

**Section 8. Term.** The term of this Agreement will commence on the execution date hereof and shall terminate upon the earliest to occur of: (a) thirty days following written notice by any party hereto prior to expenditure of funds or provision of in-kind services; (b) termination pursuant to Section 9 of this Agreement or (c) the completion of the Project; or (d) after 20 years if no work, including design, has begun on said Project.

**Section 9. Relationship of Parties.** The parties shall not be deemed in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the

other to any agreement. This Agreement is not assignable or transferable by either party without all other parties' written consent.

**Section 10. Default and Remedies.**

- a. Each of the following constitutes a material breach of this Agreement and an Event of Default: (i) failing to fully and timely perform any covenant under this Agreement; and (ii) making any representation found to be materially false, misleading, or erroneous in connection with the Project.
- b. If any party should commit an Event of Default, the party alleging such default shall give the other party not less than ten (10) days' notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days' written notice is impractical due to a threat of harm to life or property, then the party alleging the failure shall give the other party such notice as may be reasonable under the circumstances.
- c. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.
- d. Each party waives all special, incidental, consequential or punitive damages.
- e. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
- f. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

**Section 11. Notice.** All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the party to be notified or at such party's address for

purposes of notice as set forth herein. A change in the notice address of any party may be affected by serving written notice of such change and of such new address upon the other party in the manner provided herein. Initially, notices shall be addressed as follows:

a. To HH:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. To COK:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. To County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 12. Miscellaneous.**

a. Assignment of Contract. Parties may not assign this Agreement or any rights under the Agreement without the prior written consent of the other party, and any attempted or purported assignment in the absence of such consent shall be void. However, nothing herein shall be construed to prevent Killeen from subcontracting as provided herein.

b. Binding Effect. Subject to the provisions regarding assignment, this Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

c. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third-party claim.

d. Governing Law; Venue. The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

e. Severability. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

f. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify, or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the parties, and thus should not be construed strictly for or against either party.

g. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

h. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter

attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

i. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements, Memorandum of Understanding (MOU), and communications between the Parties relating to the subject matter of this Agreement.

Executed and effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CITY OF KILLEEN**

BY: \_\_\_\_\_  
City Manager  
Kent Cagle

ATTEST:

\_\_\_\_\_  
City Secretary

**CITY OF HARKER HEIGHTS**

BY: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

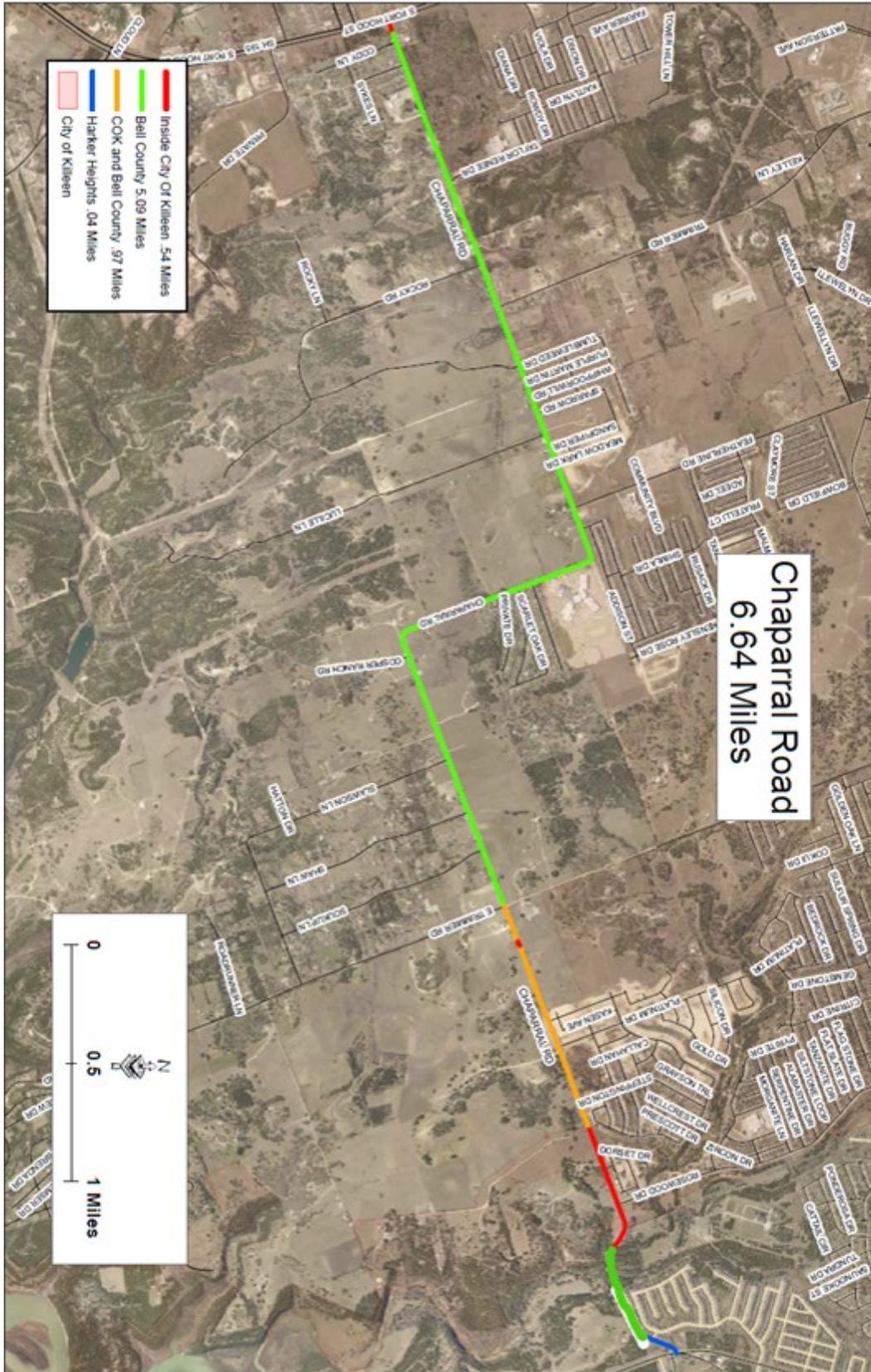
**COUNTY OF BELL, TEXAS**

BY: \_\_\_\_\_  
County Judge

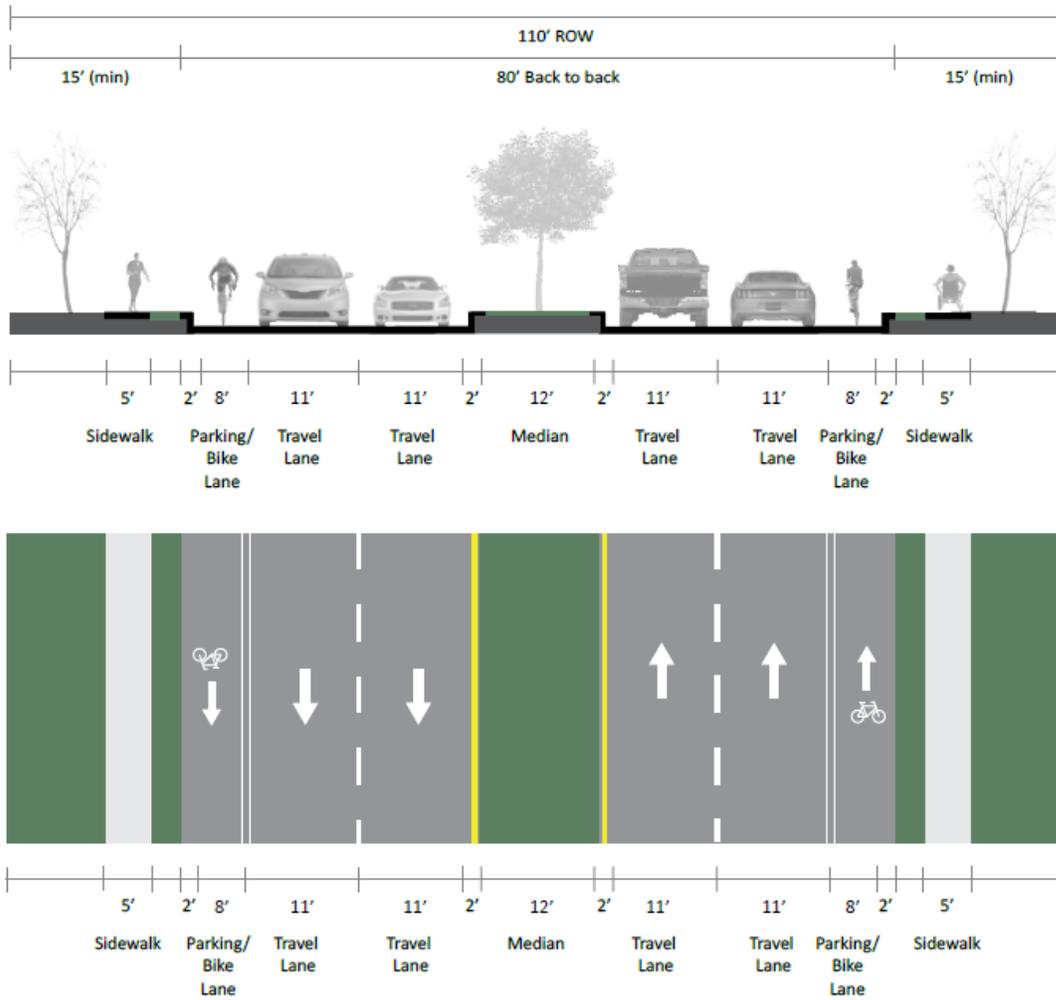
ATTEST:

\_\_\_\_\_  
County Clerk

**EXHIBIT 'A'**



# EXHIBIT 'B'



*Schematic not to scale*

\*This represents a preliminary road section that will be analyzed during the final design of the project.

**EXHIBIT ‘C’**

<b>Estimated Financial Participation by Entity Based on Frontage Lengths</b>							
<b>Entity</b>	<b>Frontage (mi)</b>	<b>Frontage (%)</b>	<b>Design</b>	<b>Design Percentage</b>	<b>Right-of-way &amp; Construction</b>	<b>Total Funding</b>	<b>Total Funding %</b>
<b>KTMPPO</b>					<b>\$17,224,578</b>	<b>\$17,224,578</b>	<b>72%</b>
<b>Bell County</b>	<b>7.99</b>	<b>60</b>	<b>\$1,203,313</b>	<b>60</b>	<b>\$2,873,164</b>	<b>*\$3,000,000</b>	<b>13%</b>
<b>Killeen</b>	<b>4.85</b>	<b>37</b>	<b>\$730,422</b>	<b>37</b>	<b>\$1,744,036</b>	<b>\$3,550,935</b>	<b>15%</b>
<b>Harker Heights</b>	<b>.44</b>	<b>3</b>	<b>\$66,265</b>	<b>3</b>	<b>\$158,222</b>	<b>\$224,487</b>	<b>1%</b>
<b>Total</b>	<b>13.28</b>	<b>100</b>	<b>\$2,000,000</b>	<b>100</b>	<b>\$22,000,000</b>	<b>\$24,000,000</b>	<b>100%</b>

Funding contributions do not include in-kind service contributions.

\*Bell County’s total contribution to the project will not exceed \$3,000,000.

Harker Height’s contribution will only be used in the Phase of the project that includes their City Limits and ETJ.

**EXHIBIT 'D'**

<b>Estimated project Timeline</b>		
	<b>Duration</b>	<b>Anticipated Timeline</b>
<b>Preliminary Design</b>	12 months	February 2022-January 2023
<b>Final Design</b>	18 months	February 2023-August 2024
<b>Construction Phases</b>	24-36 months	Dependent on Funding



# CHAPPARAL ROAD INTERLOCAL AGREEMENT

RS-22-138

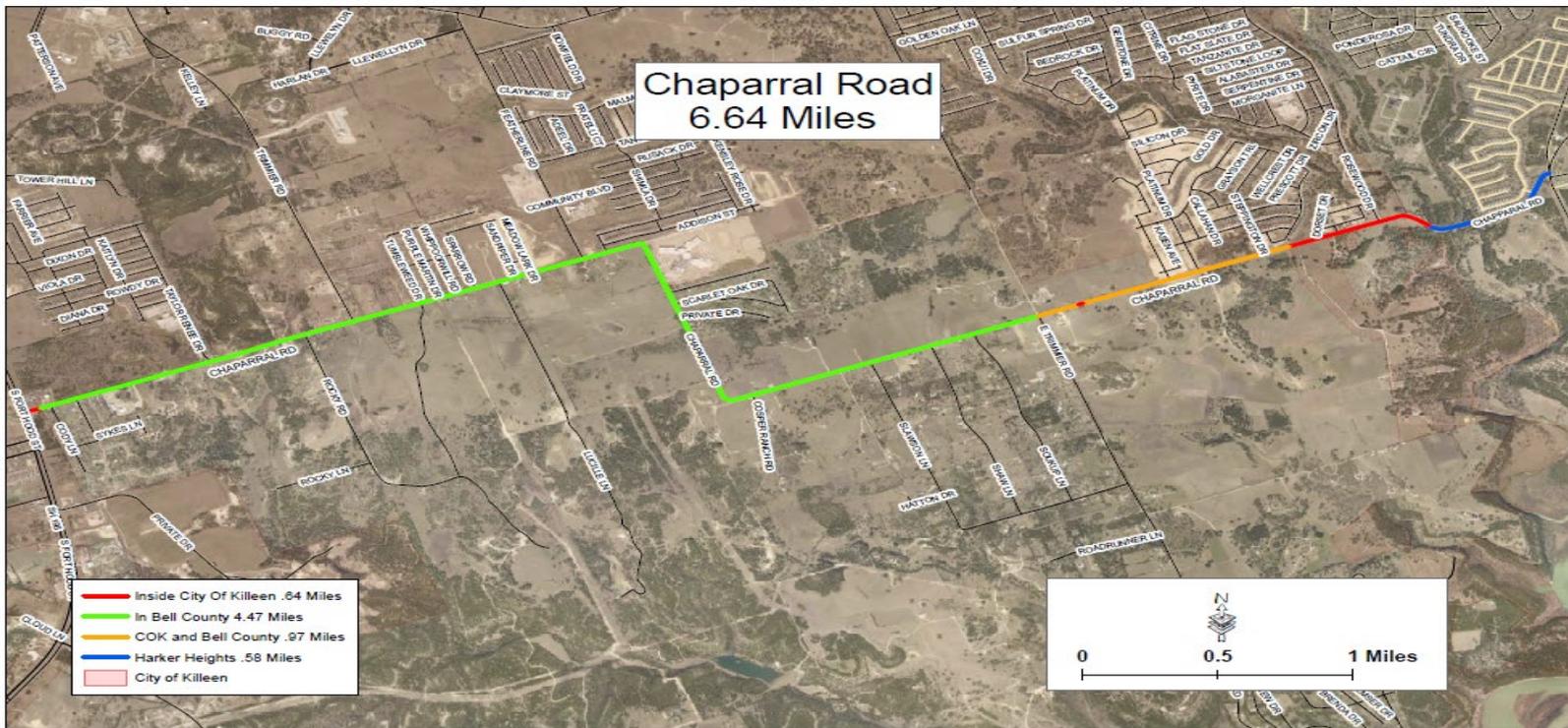
September 20, 2022

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# Background

2

- ❑ On July 23, 2019, City Council adopted the 2020-2024 Capital Improvements Program that included Chaparral Road
- ❑ Design of Chaparral Road Improvements was included in FY20
- ❑ Project includes improvements along Chaparral Road for 6.64 miles from SH 195 to FM 3481
  - ❑ Includes widening from a 2-lane rural road to an arterial with pedestrian/bicycle facilities



### 3

## Chaparral Road Improvement Project

Design and construction of a minor arterial roadway along Chaparral Road

# Background (Cont.)

4

- ❑ On October 29, 2019 City Council adopted the Memorandum of Understanding (MOU) with Bell County, KISD, and the City of Harker Heights
  - ❑ The MOU was an expression of intent
  - ❑ The MOU was used to establish the scope for the project and responsibilities

# Interlocal Agreement

5

- ❑ City Staff worked with Bell County and the City of Harker Heights to negotiate the Interlocal Agreement (ILA)
- ❑ The ILA is the formal agreement for commitment towards the project
  - ❑ If additional funding is not available in the future any entity can terminate the agreement without penalty
- ❑ Entities will participate in the project based on the length of roadway frontage in each entity

# Alternatives Considered

6

The City Council has two (2) alternatives. The Council may:

- ❑ Not approve the Interlocal Agreement and do not proceed forward with the Chaparral Road Improvements
- ❑ Approve the Resolution allowing the City Manager or his designee to execute the Interlocal Agreement with Bell County and the City of Harker Heights Interlocal Agreement and allow to proceed forward with the Chaparral Road Improvements

# Staff Recommendation

7

- Staff recommends that the City Council approve the resolution allowing the City Manager or his designee to execute the Interlocal Agreement with Bell County and the City of Harker Heights and allow to proceed forward with the Chaparral Road Improvements.



# City of Killeen

## Staff Report

File Number: OR-22-016

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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director Development Services

**SUBJECT:** Consider an Ordinance amending Chapter 26 and adopting a Pavement Design Manual

### **BACKGROUND AND FINDINGS:**

The City is currently working to update the pavement design requirements throughout the City. The pavement design manual will allow for requirements to extend the design life of the pavement before necessary repairs will be needed. It was observed in the recent winter storms that the repair needs on the existing roadways is a high cost and will take time to “catch up.” To address this issue, staff has worked to improve our design standards with the development of a new Pavement Design Manual (PDM). The City contracted with Raba Kistner Consultants, Inc. in September of 2020 to develop a PDM based on current practices and methods used in the surrounding area. The design methodology follows TXDOT’s current Flexible Pavement Design System (FPS21) design software program published in 2021. This program and design methodology has been used and adopted by several cities throughout Texas.

In addition to the inclusion of the Pavement Design Manual in Chapter 26 of the City’s municipal code, additional ordinance revisions are proposed to meet needed updates. The revisions have been presented in several Stakeholder meetings earlier this year. The revisions address the fact that engineering is no longer within the Public Works Department and clears up the code as it relates to the standard processes performed by staff. Additional revisions include pavement widths that better comport with the recently adopted comprehensive plan, and formal clarifications to sidewalk construction within the public right of way.

The PDM and proposed revisions to Chapter 26 will allow the City to better manage the design and construction of its infrastructure and provide clear and consistent guidance to developers.

### **THE ALTERNATIVES CONSIDERED:**

1. Take no action
2. Request a modification or further studies to the proposed ordinance change
3. Approve the ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen’s Code of Ordinances and adopt a Pavement Design Manual

**Which alternative is recommended? Why?**

Alternate 3 is recommended by staff. The need for improved pavement design standards will help assist the City in maintenance of the roadways by extending the time before repairs are needed. The code updates will also provide clearer direction and information to developers as they construct new City infrastructure.

**CONFORMITY TO CITY POLICY/COMPREHENSIVE PLAN:**

This complies with City Policy as established by Chapter 26, Subdivisions and Other Property Developments, and ensures the health, safety and general welfare of the city and the safe, orderly, and healthful developments of the city. In addition, this amendment fully comports with several Comprehensive Plan recommendations including:

LU1.2 Revamp the city’s transportation policies and design standards to support walkable neighborhood and safe street principles.

MC3.4 Update development regulations to require developers to construct a network of shared use paths and sidewalks within development and complete connections to adjacent/nearby facilities.

MC6.4 Update design standards to reduce pavement and lane widths to reduce maintenance and construction costs and slow cars down to improve safety.

**FINANCIAL IMPACT:**

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

This action requires no expenditures at this time.

**Is this a one-time or recurring expenditure?**

This action requires no expenditures at this time.

**Is this expenditure budgeted?**

This action requires no expenditures at this time.

**If not, where will the money come from?**

Not applicable.

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

This action requires no expenditures at this time.

**RECOMMENDATION:**

Staff recommends approval of the attached ordinance amending Chapter 26, Subdivision and Other Property Developments, and adopting a Pavement Design Manual to allow the City of Killeen to provide clearer guidance to developers.

**DEPARTMENTAL CLEARANCES:**

Development Services  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

City of Killeen, Texas



# Pavement Design Manual

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*June 2022*

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## 1 PAVEMENT AND SUBGRADE DESIGN REQUIREMENTS

### 1.1 General

- A. All new City streets, alleys, and rehabilitation of existing streets shall be designed and constructed in accordance with the latest editions of the City of Killeen (“City”) Construction Standards and Specifications, and all applicable codes and standards.
- B. The following specifies standard requirements for the pavement, subgrade, and subsurface design for roadways and alleys within the City. These standards are not intended to replace the professional judgment of the Geotechnical Engineer for any specific project. The standards may need to be expanded or modified on a case by case basis as determined necessary and appropriate by the Geotechnical Engineer, and as approved by the City.
- C. Service life has been defined as the anticipated number of years that a pavement will be functionally and structurally acceptable with only routine maintenance. Flexible pavements shall be designed for a 20-year service life.
- D. Table 1-1 lists the City’s standard flexible pavement and subgrade thickness and dimensions for local streets based on representative soil types around the City. These standards meet or exceed the 20-year service life in accordance with the Pavement Design Input Values per Table 1-3 & Table 1-4.

*Table 1-1: Flexible Pavement and Subgrade Design Standards for Local Street*

Street Classification	Swell Potential (PI)	Standard Section <sup>(1)</sup>		
		HMAC (in.)	Flex Base (in.)	Treated Subgrade (in.)
Local Street	High ( $\geq 41$ )	3	9	8
	Moderate (21-40)	3	8	8
	Low ( $\leq 20$ )	3	8	N/A

1. All pavement sections shall include 8 in. of scarified, moisture conditioned, and recompacted subgrade. Moisture conditioned subgrade is not required if competent rock is encountered within an 8 in. depth and when observed to be absent of pumping/heaving during proof-rolling.

### 1.2 Geotechnical Investigation and Report

- A. All roadways and alleys (CIP and Development) shall have a geotechnical investigation and subgrade design performed meeting the following requirements. A custom pavement design to achieve a 20-year design life will be required for all flexible pavements.
- B. For Local Street classifications only - If the subgrade modulus meets the minimum presented in Table 1-3, then the City’s standard subgrade and pavement section for local streets can be utilized per Table 1-1.

- C. The Geotechnical Engineer shall use the traffic parameters as shown in Table 1-4. If a Traffic Impact Analysis (TIA) has been performed and the traffic parameters are greater than the parameters shown in Table 1-4, then the greater traffic parameters shall be used. Adequate consideration must be given to heavy loads such as transit or school busses, fire trucks, solid waste trucks, and construction traffic. A review should be made of existing and/or planned bus routes, fire stations in the vicinity, schedule of solid waste and/or recycling trucks, etc. It is critical to increase traffic projections to account for the addition of construction traffic during the development of the design traffic for the roadway, either as added daily trucks, increased percentage of trucks or added ESALs.
- D. Results of the geotechnical investigations, engineering analyses, and recommendations shall be presented in a Geotechnical Report for Roadways ("Report"). The Report and any subsequent re-evaluations and/or supplemental reports shall be signed and sealed by a Licensed Professional Engineer in the State of Texas, trained and qualified to provide geotechnical engineering analysis and pavement, subgrade, and subsurface design recommendations.
- E. The Report shall address all items listed in the Geotechnical and Design Report for Roadways Checklist ("Checklist"). The Checklist shall be filled out completely and submitted with the Report. The Report shall include the description of project, location of project, roadway type and classification, grading plan and summary, discussion of utilities within the Project limits, and discussion of traffic input data used, including construction traffic. Any "N/A" response on the Checklist shall include a written explanation and adequate justification as deemed necessary. Additionally, the Summary of Pavement Design Form shall be filled out completely and submitted with the Report.
- F. The City's review of the Report will be conducted as a means to verify if the pavement, subgrade, and subsurface design has been performed in general conformance to the City's requirements and shall not be considered a detailed technical review of the design for adequacy, accuracy, or completeness. The Geotechnical Engineer performing the subsurface investigation and pavement/subgrade design shall remain responsible for the technical adequacy, accuracy, and completeness of the design and shall not be relieved of any responsibility for such as a result of the City's review.
- G. The information and recommendations contained in the Report and any subsequent re-evaluation and/or supplement reports must be accepted in writing prior to Release of Construction.
- H. The geotechnical investigation and pavement design shall follow the procedures as shown in Table 1-2, as warranted, developed by the Texas Department of Transportation. Refer to the TxDOT web site for a full list of

applicable test procedures related to geotechnical investigation and testing of materials related to pavement design.

*Table 1-2: Geotechnical Test Procedures*

Geotechnical Test Procedures	
Test Method	Description
Tex-100-E	Surveying and Sampling Soils for Highways
Tex-103-E	Determining Moisture Content in Soil Materials
Tex-104-E	Determining Liquid Limits of Soils
Tex-105-E	Determining Plastic Limit of Soils
Tex-106-E	Calculating the Plasticity Index of Soils
Tex-107-E	Determining the Bar Linear Shrinkage of Soils
Tex-110-E	Determining Particle Size Analysis of Soils
Tex-112-E	Admixing Lime to Reduce Plasticity Index of Soils
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials
Tex-121-E	Soil-Lime Testing
Tex-124-E	Determining Potential Vertical Rise
Tex-125-E	TxDOT K-value
Tex-128-E	Determining Soil pH
Tex-145-E	Determining Sulfate Content in Soils – Colorimetric Method
Tex-146-E	Conductivity Test for Field Detection of Sulfates in Soil
ASTM D1883	California Bearing Ratio (CBR)
ASTM D2166/D2166M-16 or AASHTO T208	Unconfined Compressive Strength
ASTM D4546	Standard Test Methods for 1-D Swell or Collapse of Soils
ASTM D4602-93	Falling Weight Deflectometer (FWD)
ASTM D4602-93	Heavy Weight Deflectometer (HWD)
ASTM D6951/D6951M – 09	Dynamic Cone Penetrometer
AASHTO T 222-78	Plate Load Test for K-Value
ASTM D4429-09	Plate Load Test for CBR
AASHTO T 307-99	Resilient Modulus

### 1.3 Existing Surface/Subsurface Investigation

A. Field investigation shall include the following:

1. Borings shall be drilled on center of proposed roadway, or within proposed roadway widening, at 500-foot spacing (or less) or as needed to determine the subgrade variation between known geologies. Borings shall alternate between each roadway direction to a depth of at least 15 feet below finished subgrade or until competent rock is encountered, whichever is shallower. Where existing

roadways exist, borings shall be taken within the limits of the existing roadway. A minimum of 2 borings should be performed on each project regardless of alignment length. All borings should be performed within the limits of proposed pavement, unless otherwise approved by the City.

2. Continuous sampling shall be conducted in upper 10 feet and every 5 feet, thereafter, including split-spoon sampling of granular soils and thin wall tube sampling of cohesive soils. Coring intact rock shall not be required for pavement design unless the City specifies, or the Geotechnical Engineer believes coring is warranted.
  3. Bulk samples of each soil type encountered shall be collected for Laboratory Investigation.
  4. Geotechnical investigation must address heavily treed areas, where such trees are to be planted or removed as tree roots can significantly alter moisture conditions of the soil underlying the pavements when roots encroach the right of way and results in expansive, soil-related movements. The removal of nearby trees can also affect the moisture state of the underlying soils. The Engineer should consider additional borings in these areas.
- B. Laboratory investigation shall include the following:
1. Selected samples representative of each soil type are required to be tested to determine grain size characteristics, Atterberg limits, in-situ moisture, and potential vertical rise (PVR). Other engineering properties shall be determined, as deemed appropriate, by the Geotechnical Engineer or as requested by the City.
  2. Each subgrade soil type obtained from the field shall be tested to determine the soil resilient modulus by California Bearing Ratio (CBR) or other subgrade strength testing methods listed below.
  3. Soils with a Liquid Limit (LL) greater than 40 and plasticity index (PI) greater than 20 shall be considered expansive for purposes of this manual and shall require subgrade treatment. Each soil type requiring subgrade treatment shall be tested for total soluble sulfate content and organic content. A pH-lime series test shall be conducted on those soils with soluble sulfate content less than 7,000 ppm and an organic content less than 1% to determine the percent of lime by weight to stabilize the subgrade soils. Soils containing soluble sulfates of greater than 7,000 ppm should not be lime stabilized, cement stabilized, or stabilized with any other pozzolan due to the risk of sulfate-induced heave and should consider alternate subgrade treatment methods in accordance with TxDOT's Guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures.
  4. The estimated Potential Vertical Rise (PVR) for roadways shall be determined using TxDOT test procedure Tex-124-E, Potential Vertical Rise of Natural Subgrade Soils, and the results shall be included in the Report. An appropriate surcharge load (if any), active zone, and moisture conditions should be considered in estimating the

PVR values. Boring depths shall be sufficient to determine the active zone for the expansive soil. Other methods of determining swell may be utilized if detailed in the pavement design report and if approved.

- C. A soil resilient modulus ( $M_r$ ) shall be determined by geotechnical engineering analysis, or back-calculated from deflection data, or estimated based upon other soil strength or characteristic properties and correlated to the resilient modulus. Variations such as, in-situ moisture content, changing geological formations and strata, and sample depth relative to the final design grade, will impact the results of field or laboratory testing and should be taken into consideration during the determination of subgrade support for design. If correlations are used to determine the soil resilient modulus from other soil strength parameters (e.g. California Bearing Ratio, shear strength, etc.), the correlation shall be disclosed with appropriate backup information provided in the geotechnical report.

The following is a list of common procedures used for developing design moduli. However, it is the responsibility of the Geotechnical Engineer to select the appropriate method(s) for determining the design modulus:

1. Field Testing

- Non-Destructive Testing (NDT):
  - Falling Weight Deflectometer (FWD): ASTM D4602–93 (2015);
  - Heavy Weight Deflectometer (HWD): ASTM D4602–93 (2015);
- Dynamic Cone Penetrometer: ASTM D6951/D6951M – 09 (2015);
- Plate Load Test for K-Value: AASHTO T 222-78; and
- Plate Load Test for CBR: ASTM D4429-09;

2. Direct Laboratory Testing

- Resilient Modulus: AASHTO T 307-99;

3. Indirect Laboratory Testing

- California Bearing Ratio (CBR): ASTM D1883-16 or AASHTO T193;
- TxDOT K-value: Tex-125-E;
- Texas Triaxial Classification: Tex-117-E; and
- Unconfined Compressive Strength: ASTM D2166/D2166M-16 or AASHTO T208.

- D. A Subgrade Verification Letter is required to be provided by the Geotechnical Engineer following rough cuts. This letter shall state if the subgrades encountered during construction are consistent with the subgrades anticipated in the geotechnical report.

- E. A geotechnical re-evaluation will be required if the following situations occur or as deemed necessary:

1. If more than two months occur between the end of initial grading and beginning of liming operations or otherwise approved.

2. When conditions have changed significantly between initial grading and liming operations.
  3. Subgrade Verification Letter states material encountered during construction varies from the surrounding bore results (i.e. soft pockets of sand or clay).
  4. If public infrastructure is being placed on undocumented fill; and/or
  5. When Contractor and/or Owner have not properly maintained moisture content during each phase of construction.
- F. If required, the re-evaluation shall include additional field and laboratory testing to either confirm recommendations are still acceptable or to determine how to rectify the non-conforming condition prior to construction of the pavement section.
- G. If tree species that are not approved by the City as a street tree are within 10-feet of the limits of the treated subgrade, a moisture/root-barrier extending to an appropriate depth based on the site specific geological conditions is required and the Geotechnical Engineer shall recommend the depth of the barrier.
- H. If existing trees are removed within the limits of the treated subgrade, the Geotechnical Engineer shall address mitigation of this condition in the Report.

#### 1.4 Subsurface Design

- A. Provide modifications to subsurface layers to limit the effective Plasticity Index (Pleff) to the following criteria:
- Arterials and Commercial Collector Pleff ≤ 30
  - Mixed Use Collector/Residential Collector/Local Street Pleff ≤ 40

This method calculates the Effective PI as a weighted average of the PI of the different soil strata within the upper 15 feet of the subgrade, based on PI tests according to TxDOT Tex-106E. Weight Factors of 3, 2, and 1 are typically used for the top 5 feet, the middle 5 feet, and the bottom 5 feet, respectively. Pleff is determined by the following equation:

$$\text{Pleff} = \frac{\sum (F_i \times D_i \times \text{PI}_i)}{\sum (F_i \times D_i)}$$

$F_i$  = Weight Factor;

$D_i$  = Depth of Soil Stratum within Particular Weight Factor Region; and

$\text{PI}_i$  = Plasticity Index of Soil Stratum within Particular Weight Factor

Region.

- B. Provide modifications to subgrade layers per this manual to limit the Potential Vertical Rise (PVR), considering a 15-foot depth below the proposed pavement surface elevation, to the following performance criteria:
- Arterials and Commercial Collector PVR ≤ 2.0

- Mixed Use Collector/Residential Collector/Local Street PVR  $\leq 3.0$

A PVR calculation spreadsheet can be downloaded from the TxDOT website. When using the spreadsheet, the pavement design thicknesses resulting from FPS21 shall be included as the top layer with an assumption of no swell (i.e., inputs for liquid limit, moisture content, percent passing the No. 40, and PI are all set to zero).

## 1.5 Subgrade Design

Subgrade improvement is required whenever the geotechnical investigation indicates the presence of in-situ soils with effective plasticity index (P<sub>leff</sub>) and/or potential vertical rise (PVR) values exceeding those specified in Section 1.4 and shall be designed to reduce these parameters to acceptable values. Limits of subgrade improvement shall extend 2' behind the back of curb. The Geotechnical Engineer is responsible for identifying when subgrade improvement is required, and which improvement alternatives should be considered. The Geotechnical Report shall include these recommendations to improve the subgrade, if necessary.

### A. Lime Treatment

Lime stabilization of at least 8 inches of subgrade is required when the soil investigation indicates that more than 2 feet of expansive subgrade soil (inclusive of the moisture conditioned subgrade) with P.I. greater than 20 exists underneath the expected pavement section. The Geotechnical Engineer shall determine the target lime content in accordance with TxDOT's test procedure Tex-121-E. The application rate of lime shall be determined based on laboratory testing and shall be the lowest percentage of lime that provides a pH of 12.4 or greater using TxDOT's test procedure Tex-121-E; and provides a targeted PI of 20 or less, or percentage of lime that provides the lowest PI per test procedure Tex-106-E. Lime series testing prior to application is required. Any change in field material will require additional lime series tests. The Geotechnical Engineer shall determine the treatment depth and application rate. "Structural credit" for lime treated layers may be granted for layer thicknesses of at least 8 inches or more. Unconfined compression testing using TxDOT's test procedure Tex-121-E, Part 1 is required and must provide at least 50 psi for structural credit. In no case shall the lime be less than 20 pounds per square yard for 8 inches of lime treated subgrade.

### B. Cement Treatment

Cement treated subgrade is discouraged when admixing highly expansive clay soil and must be approved if it is used for stabilization. If used, consideration could be made to using it in combination with lime. This section should not discourage or limit the use of cement to treat granular, low plasticity soils, subbases, and/or recycled pulverized mixtures of asphalt and flexible base.

### C. Remove and Replace

Remove and replace subgrade improvement method consists of removal of weak or highly expansive subgrade materials and replacement with engineered fill. Remove and replace

can be effective to remove weak subgrade materials and/or to reduce PVR and effective PI to acceptable values. In highly-expansive geologic formations that extend to great depth, the required removal/replacement depth to meet PI and PVR criteria can exceed several feet, in which case removal/replacement to the desired depth may not be economically feasible, but any amount of removal and select fill replacement yields better long-term performance than none at all. Replacement fill should consist of engineered fill meeting recommendations of the Geotechnical Engineer. In general, engineered fill should meet  $4 \leq PI \leq 20$  and  $LL < 40$  to reduce potential for volume change.

#### D. Moisture Treatment

*Moisture treatment is discouraged and shall not be used unless approved by the City Engineer.*

#### E. Geogrid

Geogrid design can be considered to assist with mitigating environmental cracking. Stabilization with geogrid base reinforcement designed for “structural credit” will be considered based on the geotechnical engineering report. The geotechnical engineer shall provide sufficient documentation that justifies the magnitude of structural credit that can be taken depending on the type of geogrid utilized. Otherwise, no structural credit will be allowed. The City has final approval of accepting a reasonable amount of structural credit.

### 1.6 Flexible Pavement Design

- A. The FPS21 software program, (or the latest TxDOT FPS version) shall be used for the design of flexible pavement. FPS21 is a mechanistic-empirical design procedure that provides for multiple pavement design strategies. Refer to the Flexible Pavement Design System FPS21: User’s Manual and the TxDOT Pavement Design Guide for documentation concerning this software and methodology for developing pavement strategies.
- B. All pavement design shall be in accordance with City’s Technical Specification, Standard Details, and General Notes unless otherwise approved. All pavement sections must be designed using the Pavement Design Input Values contained in Table 1-3 and Table 1-4, at a minimum. It is the Geotechnical Engineer’s responsibility to ensure those input values are applicable based on actual conditions
  - 1. The section shall be based on a Geotechnical Engineer’s recommendation and must be based on a 20-year design life.
  - 2. All flexible pavement layer thicknesses shall be rounded up to the nearest inch, with the exception of surface asphalt course which shall be rounded to the nearest half-inch.
  - 3. A minimum of 3” hot mix asphalt is required for all flexible pavement sections.

- C. A printout of the FPS21 design inputs and outputs must be included in the Report. A mechanistic and a triaxial check must be performed and the results must be printed and attached to the Report.
- D. The Geotechnical Engineer may design full depth hot mix asphalt sections for projects including widenings, turn lanes, and fast track operations. Full depth HMAC sections must be designed in accordance with all requirements of this Manual and using the Pavement Design Input Values contained in Table 1-4

*Table 1-3: Typical Pavement Design Input Values for Flexible Pavements – All Classifications*

Design Input	
Pavement Design Life	20 years
Time To First Overlay	20 years
Time Between Overlays	10 years
Subgrade Modulus High PI ( $\geq 41$ )	4 ksi*
Subgrade Modulus Moderate PI (21-40)	9 ksi*
Subgrade Modulus Low PI ( $\leq 20$ )	18 ksi*

\*Maximum

*Table 1-4: Pavement Design Input Values for Flexible Pavements – By Classification*

Design Input	Street Classification					
	Principal Arterial	Minor Arterial	Commercial Collector & Marginal Access	Mixed Use Collector	Residential Collector	Local Streets
Initial ADT (vehicles)	22,000	14,500	12,000	7,500	2,800	550
Final ADT (vehicles)	48,000	32,000	24,000	15,000	5,000	1,000
Growth Rate	4.00%	4.00%	3.50%	3.50%	4.00%	4.00%
% Trucks	9%	9%	9%	8%	5%	3%
Truck Factor	0.92	0.84	0.62	0.62	0.53	0.4
# of Lanes	6	5	4	3	2	2
Directional Distribution	0.5	0.5	0.5	0.5	0.5	0.5
Lane Distribution	0.7	0.8	0.8	0.8	1	1
Initial Serviceability Index	4.2	4.2	4.2	4.2	4.2	4.2
Terminal Serviceability Index	2.5	2.5	2.5	2.5	2	2
Confidence (%)	95%	95%	95%	95%	90%	80%
Design Lane ESAL	7,500,000	5,000,000	3,000,000	1,500,000	500,000	100,000

## 1.7 Rigid Pavement Design

Should Rigid Pavements be selected as a recommendation for the City's consideration and acceptance, a Geotechnical Engineering Report for Roadways shall be prepared. All rigid pavement sections shall be prepared using a design life of at least 30 years. Above Section 1.3 *Existing Surface/Subsurface Investigation* shall be included as part of the Report and pertinent traffic input information from Table 1-4, extrapolated to 30 years, shall be utilized in the rigid pavement design. The report shall clearly present all assumptions utilized in the Consultant's design as well as the program utilized to develop the recommended sections. The American Concrete Paving Association (ACPA) program StreetPave 12 or the latest available version is recommended for use.

**AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION AND PROPERTY DEVELOPMENT REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

**WHEREAS**, the City of Killeen has declared the application and enforcement of the City's subdivision and development regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

**WHEREAS**, the City Council desires to create subdivision and development regulations that will help ensure that future development is safe, orderly, and visually appealing; and,

**WHEREAS**, the City Council desires to amend subdivision and development regulations to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality;

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

**SECTION I.** That the Pavement Design Manual is hereby adopted and Chapter 26 of the City of Killeen Code of Ordinances is hereby amended to read as follows:

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**Sec. 26-24. Requirements for approval of application by planning and zoning commission.**

- (a) Within thirty (30) days of the date that the application is deemed filed, the planning and zoning commission shall approve, approve with conditions, or disapprove a plat. A plat shall be approved if it complies with the requirements of this chapter, the applicant is not in arrears in the payment of any debts owed the city required by this chapter on a previous plat, it conforms to the general plan of the city and its current and future streets, alleys, parks, playgrounds, and public utility facilities plans, and it conforms to the city's general plan for the extension of roads, streets, and public highways, taking into account access to and extension of sewer and water mains and instrumentalities of public utilities to include public drainage infrastructure.
- (b) Upon approval with conditions or disapproval of a plat, the applicant shall be provided with a written statement of the conditions for the conditional approval, or reasons for disapproval, that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must be directly related to the requirements of

V.T.C.A., Local Government Code, ch. 212, subch. A, and include a citation to statute or city ordinance that is the basis for the conditional approval or disapproval.

- (c) A plat is considered approved by the planning and zoning commission unless it is disapproved within such thirty-day period.
- (d) The City Engineer may make a recommendation to the Planning and Zoning Commission regarding approval or disapproval of a plat based upon sound engineering principles. The Planning and Zoning Commission shall have the authority to disapprove a plat that does not comply with the requirements of this chapter or does not conform to the general plan of the city upon the recommendation of the City Engineer.

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**Sec. 26-51. Form, contents, and required documentation.**

- (a) Final plats are mandatory in accordance with section 26-5.
- (b) In cases where a preliminary plat was previously approved, the final plat shall substantially conform to the approved preliminary plat.
- (c) If the plat requires the extension of public infrastructure, construction of the infrastructure shall be completed before the final plat can be deemed filed in accordance with subsection 26-23(d).
- (d) Final plats shall be filed with the planning and development services department and shall be accompanied by the following minimum documentation:
  - (1) Completed final plat application signed by the property owner or in the case of a corporation/partnership, a party empowered to sign such actions (supported with authorizing documentation);
  - (2) Two (2) twenty-four-inch by thirty-six-inch paper copies of the plat;
  - (3) A digital copy of the plat in .pdf format;
  - (4) A digital copy of the plat in .dwg format;
  - (5) Deed showing current ownership of the platted property;
  - (6) Dedication instrument, which shall be a signed and notarized original;
  - (7) Field notes of the property to be platted, which shall be signed and sealed by a registered professional land surveyor;
  - (8) A statement on the plat application showing that all fees owed the city on any prior projects have been paid in full at the time the application was filed;
  - (9) Nonrefundable application fee, as established by the city council; and
  - (10) Preliminary access/drainage letter granted by the Texas Department of Transportation for any plat with frontage on state managed rights-of-way identifying TxDOT's preliminary determination of access points and any drainage concerns that TxDOT desires to call to the city's attention.
  - (11) Additional items, as may be required on the subdivision plat application checklist.
- (e) Final plats must meet the following criteria and contain the following information:
  - (1) Scaled drawing no smaller than one (1) inch = two hundred (200) feet on a sheet size of twenty-four (24) inches by thirty-six (36) inches (multiple sheets may be submitted; however, each sheet must be registered and match lines to allow assembly of the multiple sheets and an index sheet

shall be drawn on a sheet twenty-four (24) inches by thirty-six (36) inches showing the entire property being platted);

- (2) Date, graphic and written scale, north arrow, and inset location map;
- (3) Boundary of the subject tract, indicated by a heavy bold line, and the computed acreage of land within the plat boundary;
- (4) Name and address of all property owners of the property being platted;
- (5) Name and address of engineer and surveyor;
- (6) Number of proposed lots and blocks, with consecutive numbers to identify each.
- (7) Number of proposed tracts, identified by letter, with the size and purpose of each tract identified on the plat.
- (8) The lot width and square footage of each proposed lot shall be noted on the graphic, or in a table on the plat.
- (9) The length of all-straight lines, deflection angles, radii, arcs, and central angles of all curves shall be given along the property lines of each street or tabulated on the same sheet showing all curve data with its symbol. All dimensions along the lines of each lot with the angles of intersections that they make with each other shall be indicated;
- (10) The names of all adjoining subdivisions, the side lines of abutting lots, lot and block numbers, all in dotted lines, and accurate reference ties to at least two (2) adjacent, existing controlling property monuments shall be clearly indicated;
- (11) The description and location of all survey monuments placed on the property being platted shall be indicated;
- (12) A title shall be indicated, including the name of the property being platted, the name of the applicant and scale and location of the property being platted with reference to original surveys and a north arrow.
- (13) All FEMA-designated flood hazards shall be indicated. These shall include, the floodway boundary, 100-year floodplain limits, base flood elevation (BFE) contours, flood zone designations (Zone "X" inclusive), and all other essential flood insurance study data. The panel number, effective date, and map number of each referenced National Flood Insurance Program (NFIP) map shall be cited. Where required, the lowest finish floor elevation (FFE) shall be determined for each affected lot. The BFE and FFE for each lot shall be summarized in a table. All NFIP map changes or map revision data submitted to FEMA shall be indicated in like manner;
- (14) Avigation notation, if required, as prescribed in subsection 26-29;
- (15) A surveyor's certificate shall be placed on the final plat:

KNOW ALL MEN BY THESE PRESENTS:

That I, \_\_\_\_\_, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision and Property Development Regulations of the City of Killeen, Texas, and in accordance with State surveying standards. Signature  
Texas Reg. No.

- (16) A certificate of ownership and of dedication of all streets, alleys, easements and lands to public use forever, signed and acknowledged before a notary public by the owner of the land, shall

appear on the face of the map, containing complete and accurate description of the property being platted and the streets dedicated;

- (17) A tax appraisal district affidavit shall be placed on the final plat:

The Tax Appraisal District of Bell County does hereby certify there are currently no delinquent taxes due to the Tax Appraisal District of Bell County on the property described in this Plat.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_ Bell County Tax Appraisal District

- (18) In the case of a final plat, a certificate of approval by the planning and zoning commission shall be placed on the plat.

Approved this \_\_\_ day of \_\_\_\_\_, \_\_\_, by the Planning and Zoning Commission of the City of Killeen, Texas. Chairman, Planning and Zoning Commission Secretary, Planning and Zoning Commission

- (19) In the case of a minor or amended plat provided under section 26-61 or 26-74 of this chapter, as applicable, only a certificate of approval from the planning director shall be required as follows:

Approved this \_\_\_ day of \_\_\_\_\_, \_\_\_, by the planning director of the City of Killeen, Texas. Planning Director Planning Assistant

- (f) All items submitted under subsection 26-51(e) shall be in compliance with the city's currently adopted zoning, construction standards, infrastructure design and development standards manual, drainage design manual, thoroughfare plan, and master plans, except as otherwise allowed by state law.

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**Sec. 26-81. Construction of infrastructure.**

- (a) Construction plans for all proposed infrastructure to be constructed for the property may be submitted only after the preliminary plat has been approved by the planning and zoning commission. Construction plan applications shall be deemed filed when they are determined by staff to be administratively complete. Administratively complete shall mean that all required application materials have been submitted. Construction plans submitted shall be in conformance with the approved preliminary plat.
- (b) The engineering division shall review the submitted plans for compliance with the infrastructure design and development standards manual, the drainage design manual, the current Pavement Design Manual, and other applicable construction standards adopted by the city and approve, approve with conditions, or disapprove the construction plans within thirty (30) days after the plans are filed. Upon approval with conditions or disapproval of construction plans, the applicant shall be provided with a written statement of the conditions for the conditional approval, or reasons for disapproval, that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must be directly related to the requirements of V.T.C.A., Local Government Code, ch. 212, subch. A, and include a citation to statute or city ordinance that is the basis for the conditional approval or disapproval. After the conditional approval or disapproval of construction plans, the applicant may submit to the city engineer a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided. Upon receipt of a response, the city engineer shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved construction plans not later than the 15th day after the date the response was submitted.
- (c) Upon review and consideration of release for construction of construction plans by engineering division, the plat applicant and/or the plat applicant's contractor will provide written notification to the engineering division of the intent to commence construction of the required infrastructure. No

work may be performed unless written notification has been provided to the engineering division. The written notification shall contain the following information:

- (1) Name of the plat or subdivision;
  - (2) Plat applicant's name;
  - (3) Contractor's name, address and phone number;
  - (4) Type of construction to be performed; and
  - (5) Estimated value of construction.
- (d) The engineering division shall issue an acknowledgment of receipt of notification to the developer and/or his contractor.
- (e) Construction plans are valid for two (2) years from the date of release by the City. Plans released for construction by the engineering division shall expire after twelve (12) months. The City Engineer, or his or her designee, is authorized to grant one (1) extension for a period of not more than one hundred eighty (180) days. Requests for an extension shall be submitted in writing by the applicant and just cause for the extension must be demonstrated.

**Sec. 26-82. Phasing of infrastructure construction.**

- (a) At the time the applicant submits his or her construction plans to the engineering division, the applicant may request to phase construction of the subdivision improvements. The construction plans submitted for review and consideration of release for construction shall clearly delineate those facilities to be constructed in the current phase. Any infrastructure required to mutually support multiple phases of the subdivision shall be constructed as a part of the first phase of the subdivision development. All requests for phasing made after construction plans have been released for construction shall be resubmitted to the City Engineer or his or her appointee for review.
- (b) Upon completion of each phase of infrastructure construction and satisfaction of the requirements of section 26-83 and/or section 26-84 of article III, the City Engineer or his or her appointee shall issue a written letter of acceptance of the infrastructure, stating the specific street sections which have been accepted, and shall identify by lot and block numbers the lots which the building and development services department may issue building permits.

**Sec. 26-83. Acceptance of infrastructure.**

- (a) Upon completion of all required infrastructure, prior to the acceptance of the subdivision by the city for maintenance, the applicant, or applicant's agent, shall provide record (as-built) drawings of all constructed water, wastewater, street, and drainage infrastructure. Also, the applicant, or applicant's agent, shall post, or cause to be posted, a maintenance bond executed by a corporate surety or corporate sureties duly authorized to do business in this state, payable to the city and approved by the city as to form, to guarantee the maintenance of the construction for a period of one (1) year after its completion and acceptance by the city. However, a two-year maintenance bond shall be required for all drainage infrastructure. In cases where the entirety or a portion of a water or sewer main will be placed under a street, if the applicant, or applicant's agent, does not provide full base backfill from the bedding of a water or sewer main to the sub base of the street, a three (3) year maintenance bond shall be required for all water and sewer infrastructure placed under a street. In lieu of a maintenance bond, the applicant may submit either an irrevocable letter of credit payable to the city and approved by the city as to form or a cash bond payable to the city and approved by the city as to form. The actual value of the maintenance bond or letter of credit or cash bond shall be ten (10) percent of the full cost of the water and sewer system and fifteen (15) percent of the full cost of the cost of street and drainage construction, as determined by the actual construction costs. The values enumerated in the bond or letter of credit

shall be supported by a construction take-off summarizing the lineal, areal and volumetric quantities, as applicable, for all constructed water, sewer, street, and drainage infrastructure.

- (b) Upon receipt of the approved maintenance bond, irrevocable letter of credit or cash bond, the engineering division shall issue a written letter of acceptance of the infrastructure and notify the building and development services department that the subdivision has been accepted by the city.
- (c) All infrastructure including, but not limited to water, sewer, streets, transportation, drainage, environmental, and appurtenances shall be inspected by the engineering division prior to acceptance and warranty period. The initial inspection shall be provided by the city at no cost to the developer. Should the inspected infrastructure not meet the IDDSM, the current Pavement Design Manual, or other applicable local, state and/or federal regulations or if the inspection cannot be completed due to risk of injury to city personnel or equipment due to a condition created by the developer or his agents, a fee, as provided in chapter 2 of this Code or Ordinances, will be paid to the city by the developer for any additional inspections as required. In-lieu of paying a fee, the developer may contract a third party to make the required inspections and all documentation, including but not limited to, logs, videos, photos, and test reports shall be presented to the City Engineer or his or her appointee for review and approval.

**Sec. 26-84. Recordation of plat prior to completion of infrastructure.**

- (a) In the event an applicant wishes to have a final plat recorded with Bell County prior to acceptance of the subdivision by the city, the applicant shall post with the city a completion bond for one hundred and ten percent (110%) of the cost of the infrastructure not yet installed. Such completion bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in this state, payable to the city and approved by the city as to form. In lieu of a completion bond, the applicant may submit either an irrevocable letter of credit payable to the city and approved by the city as to form or a cash bond payable to the city and approved by the city as to form.
- (b) Under no circumstances shall a building permit be issued until all required infrastructure has been accepted by the city.

**Sec. 26-85. Agreements with the city.**

- (a) The city of Killeen may enter into a contract with a developer of a subdivision or land within the city to construct public improvements, not including a building, related to development. Under such contract, the developer shall construct the improvements and the city shall participate in the cost. All agreements under this section shall be in writing and set forth in a form agreement approved by the city attorney.
- (b) *General policies:*
  - (1) The city/owner agreement must establish the limit of participation by the municipality at a level not to exceed thirty (30) percent of the total contract price.
  - (2) In addition, the contract may also allow participation by the municipality at a level not to exceed one-hundred (100) percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area. The city shall be liable only for the agreed payment of its share of the contract which shall be determined and executed in advance.
  - (3) The owner must deliver a performance bond executed by a corporate surety or corporate sureties duly authorized to do business in this state, payable to the city and approved by the city as to form, for construction included in the approved construction plans, in the penal sum of one-

hundred (100) percent of the cost to complete the public improvements insuring completion of the public improvements. A power of attorney shall be attached to the bond evidencing that the agent signing the bond has authority to sign the bonds on behalf of the surety. The city shall release the bond upon completion, final acceptance, and receipt of warranty bond for the public improvements subject to the city/owner agreement. The performance and warranty bond requirements set forth under this subsection may not be waived.

- (4) The owner will deliver to the city a certificate of insurance listing the city of Killeen as an additional insured on its commercial general liability insurance policy.
- (5) A written request for city participation shall be submitted by the developer prior to the initiation of construction. The request letter shall be accompanied by an exhibit depicting reimbursable items, estimated costs for construction, and the cost calculations for all reimbursable items, clearly indicating the cost for any additional capacity requested by the city.
- (6) All of the developer's books and other records related to the project shall be available for inspection by the municipality.
- (7) After construction and final acceptance of the improvements, the developer shall present a written request for reimbursement. A request for reimbursement shall be made within five (5) years of the effective date of the agreement.

c) *Utilities:*

(1) *Water lines:*

- (a) The City may enter into an agreement to pay for the difference in the cost of City required water main size and the cost of the water main size required for the owner's development only. For example, if a large development requires a 10-inch water line to serve it but the water master plan requires a 16-inch water line to run through that area, then the city may enter into an agreement to pay for the difference between the cost of a 10-inch water line and a 16-inch water line.
- (b) Owner shall submit documentation to the engineering division detailing the total costs of the improvements meeting the minimum standards required by the city including costs for the oversizing of any improvements. Upon review of the proposed project and all submitted documentation, the city may enter into a city/owner agreement whereby the city may agree to pay up to one-hundred (100) percent of the costs incident to the oversizing of improvements.

(2) *Sewer lines:*

- (a) The City may enter into an agreement to pay for the difference in the cost of City required wastewater main size and the cost of wastewater main size required for the owner's development only. For example, if a large development requires a 12-inch wastewater line to serve it but the wastewater master plan requires an 18-inch wastewater line to run through that area, then the city may enter into an agreement to pay for the difference between the cost of a 12-inch wastewater line and an 18-inch line.
- (b) Owner shall submit documentation to the engineering division detailing the total costs of the improvements meeting the minimum standards required by the city including costs for the oversizing of any improvements.
- (c) Upon review of the proposed project and all submitted documentation, the city may enter into a city/owner agreement whereby the city may agree to pay up to one-hundred (100) percent of the costs incident to the oversizing of improvements.

(d) *Roads and drainage:*

- (1) Proposed streets must be in conformance with the city’s adopted Comprehensive Plan and Thoroughfare Plan. The developer must design and construct the full cross section for all streets within or serving the development.
- (2) Where an arterial street is required, the property owner shall prepare a rough proportionality assessment to determine the portion of the improvement of infrastructure that is roughly proportionate to the impact of the proposed development. The developer shall be responsible for the design and installation of the development’s proportionate share.
- (3) The city may, its sole discretion, enter into a city/owner agreement wherein the city may pay the cost difference between the required cross section per subsection 26-85 (d)(2) above and the street width requested by the city with any additional appurtenances, including engineering, not otherwise required. In the event the City does not enter into a city/owner agreement, the developer will be required to install the portion of the roadway determined to be roughly proportionate to the impacts of the development, which shall in no case be less than a local street.
- (4) The owner shall provide all rights of way for the width of the road, as required by the Thoroughfare Plan, unless such width is not roughly proportional to the impact of the development.
- (5) A city/owner agreement shall not be considered or approved for local/marginal access or collector streets within subdivisions or ingress/egress streets that are required to be widened for capacity reasons.
- (6) The developer may submit a request for a city/owner agreement for city participation in a regional detention facility or for the oversizing of drainage infrastructure in an area where known flooding exists, if improvements are designed to alleviate existing conditions. The regional detention facility or oversized drainage infrastructure must be identified in the city's adopted current drainage master plan and meet the requirements of the current drainage design manual and infrastructure design and development standards manual.

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**Sec. 26-101. Streets.**

- (a) All street improvements and infrastructure shall conform to the current thoroughfare plan, the current Pavement Design Manual, and the IDDSM as adopted and amended by the city council.
- (b) Existing streets shall be continued where practical, as determined by the planning and zoning commission. Continuations of existing streets shall have the same or greater right-of-way and pavement widths as the existing streets being connected. Street names shall be continuous.
- (c) Standards for public street rights-of-way and street pavement widths, as measured from back of curb to back of curb, are as follows:

<b>Street Type</b>	<b>Pavement Width (ft.)</b>	<b>Right-of-Way Width (ft.)</b>
Alley	20	20
Rural Local	25	50
Local Street	31	60
Rural/Residential Collector	36	65
Commercial/Mixed-Use Collector	48	80
Marginal Access	58	90

Minor Arterial	48-73	100
Principal Arterial	79	110

- (d) In the event the city requires a right of way width greater than the right of way necessary to accommodate the paved surface for the street required to provide the movement capacity for the development, the city will provide the additional right of way required. To substantiate the cost of the additional right of way, the developer shall provide a survey of the additional right of way and a copy of the property conveyance document that applies to the parcel upon which the additional right of way is requested. Street right of way and design requirements may be increased, to provide the additional capacity consistent with the impact of a proposed development. Additionally, the city engineer may increase, decrease or modify street right of way and design requirements based on sound engineering practice when safety concerns, topography, or development circumstances warrant.
- (e) Dead-end streets may be platted where the land adjoining the plat has not been platted. In the event that such dead-end street exceeds one hundred fifty (150) feet in length or one (1) lot width, from the nearest street intersection, the street will be provided with a cul-de-sac, either permanent or temporary, having a minimum right-of-way radius of fifty (50) feet.
- (f) Where dead-end streets are dictated by lot designs, such dead-end streets shall be provided with a permanent cul-de-sac having a minimum right-of-way radius of fifty-five (55) feet.
- (g) No street intersection shall be designed having an inside angle of less than thirty (30) degrees between the two (2) intersecting street lines, nor more than one hundred fifty (150) degrees.
- (h) A street section is herein defined as the length of a street between two intersections of any type or the length between an intersection and a street terminus with an engineered turnaround. Such sections should not exceed eight hundred (800) feet. Variation from this rule is permitted in accordance with the provisions in Sec. 26-25.
- (i) Streets, where practical, as determined by the planning and zoning commission, shall be designed and platted with appropriate regard to connectivity to adjacent subdivisions, the existing and planned transportation network and topographical features, i.e., creeks and drainageways, wooded areas, etc., with the aim of creating desirable and attractive treatments of significant existing features. The commission may require modification be made to the street design to accommodate public health, safety and welfare considerations.
- (j) Where a major entrance to a subdivision is not a planned collector on the thoroughfare plan, the local/marginal access street shall be a minimum of forty-eight (48) feet wide (back-of curb to back-of-curb) with a seventy (70) foot right of way for a minimum distance of one hundred and twenty (120) feet from the intersection. Where a subdivision has multiple points of ingress/egress, the major entrance shall be on the street with the most intense functional classification. In circumstances where the functional classifications are equal or both streets are local, the developer may select his major entrance subject to the approval of the city engineer. As a rule, new subdivisions must have at least two (2) access streets. A developer may request the planning and zoning commission waive this rule and approve one access street if the access street has no connecting streets, terminates in a permanent cul-de-sac, is not more than one thousand and two-hundred (1200) feet in length and provides access to not more than a total of thirty (30) single-family dwelling lots or an equivalent housing unit density comprised of duplex or multi-family structures. However, in no case shall lots platted in the city of Killeen have their sole access through an adjacent city. In addition to the single point of access situation presented by streets that end in permanent cul-de-sac, a single point of access may be dictated by property configuration, considerations the volume of property owned by the plat applicant, safety

engineering, or access management restrictions. In determining if a new subdivision may have one point of ingress/egress, consideration shall be given to:

- (1) traffic circulation and emergency vehicle access;
- (2) traffic and pedestrian safety with due consideration given to school bus routes;
- (3) topography and visibility distances;
- (4) surrounding developed property and whether adjacent development is anticipated to provide additional access;
- (5) whether the property owner owns sufficient property to provide a second access point.

If a single access point is approved, the access must be constructed as a raised median divided street with a distance of one-hundred and twenty (120) feet. The city engineer will determine the number of lanes required and if turning or acceleration/deceleration lanes are required to provide safe ingress/egress after due consideration to the density of the subdivision and the functional clarification of the street intersecting with the access street.

**\*\*\*\*Sec. 26-105. Sidewalks.**

- (a) All sidewalk and ramp construction shall conform to all applicable Public Right-of-Way Accessibility Guidelines published by the United States Access Board, Texas Accessibility Standards, Americans with Disabilities Act design requirements, chapter 25 of the city of Killeen code of ordinances, and the infrastructure design and development standards manual, as applicable.
- (b) Subdivision construction plans shall show sidewalks with their proposed widths in accordance with the IDDSM along all proposed streets. The city engineer may require off site sidewalks where appropriate to provide connectivity to existing or future pedestrian facilities. The developer shall construct sidewalks adjacent to all proposed streets where building lots are not proposed, including, but not limited to, parks, drainage tracts or easements, development entrances, the rear of through lots, and public open spaces prior to the release of the subdivision. Subdivision construction plans shall show sidewalk ambulatory ramps at the end of each curb return at all street intersections within the subdivision. At tee intersections, only one set of ambulatory ramps opposite each other are required for crossing of the through street. The type of ramp shall be indicated on the plans. The ramp type, dimensions, and surface finish shall be uniform throughout the subdivision.
- (c) The developer shall establish a uniform ground surface not to exceed the top of curb elevation for all right-of-way inside each curb return requiring sidewalk ambulatory ramps prior to the release of the subdivision.
- (d) Subdivision construction plans shall include a pedestrian bridge of width equal to the required adjoining sidewalk. The pedestrian bridge shall be removable for maintenance of the flume or other facilities beyond the flume. It shall be constructed in accordance with the infrastructure design and development standards manual by the developer prior to final acceptance of the subdivision.

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**Sec. 26-108. Postal service delivery.**

- (a) Adequate postal service shall be provided and installed in all new subdivisions in the corporate limits and within the extra-territorial jurisdiction of the city of Killeen.
- (b) United States Postal Service policy assigns the responsibility for the acquisition, installation, and maintenance of mail receptacles or Cluster Box Units (CBUs) to the customer. In the case of any new final, minor or development subdivision plats, the developer shall be responsible for acquiring and installing the appropriate mail receptacles to accommodate the delivery method prescribed by the U.S. Postal Service.

- (c) The developer shall coordinate with the Killeen Postmaster and identify the type of mail receptacles to be used in the developer's subdivision and the location where the receptacles will be installed. In the event central delivery is prescribed, a postal service central mail receptacle layout sheet shall be submitted with the plat, replat or an amendment that creates lots.
- (d) For safety, cluster boxes should be located on local streets whenever possible. Developer shall provide a parking pocket for two vehicles adjacent to each CBU when they are located on collectors or thoroughfares. The parking pocket shall have a length of forty-five (45) feet and be offset from the street curb line by 10 feet with a one to one (1:1) taper. Additional right-of-way width shall be provided to match the parking pocket.
- (e) The developer shall be responsible to purchase and install mail receptacles in accordance with U.S. Postal Service material specifications and construction standards available from the Killeen Postmaster. When central mail receptacles are prescribed, pads shall be constructed concurrent with street curbing and central mail receptacles shall be installed prior to the respective phase of the subdivision being released for permitting, which shall include individual building permits. CBUs shall be located and constructed so as to meet all accessibility requirements from the adjacent sidewalk and parking pocket.
- (f) All mail receptacles shall be located in rights of way or within a dedicated postal service easement. When a mail receptacle is not planned to be located within dedicated right of way, the receptacle shall be in an easement identified on the plat as a postal easement.
- (g) When the Postal Service determines that central delivery shall be used, the Killeen Postmaster shall provide written notice that the central receptacle is satisfactorily installed, approved and accepted by the Killeen Postmaster.
- (h) Extraterritorial jurisdiction (ETJ) - When the Postal Service determines that central mail receptacles are to be installed in a subdivision in the extraterritorial jurisdiction that is being expanded using county roads with bar ditch drainage, the receptacle shall be installed prior to completion of any serviced structure.

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**Sec. 26-127. Naming of streets.**

- (a) Each street name in the City of Killeen shall consist of two (2) parts: a primary street name, and a street type.
- (b) The character limit for a street name, including the primary name, street type, word spaces, and a directional (if applicable), may not exceed thirty (30) characters.
- (c) A primary street name shall be less than twenty (20) characters.
- (d) Each primary street name should be used only once within a subdivision, with the exception that one (1) cul-de-sac may use the same primary street name as a street it intersects.
- (e) Street names must be comprised only of characters using the standard English alphabet. No special characters (dashes, apostrophes, periods, slashes, etc.) maybe used. A space may replace the special character.
- (f) Street names shall not be copyrighted names or phrases.
- (g) Except for numbered streets and highways, numbers, numerals, or spelled out numbers shall not be used in street names.
- (h) Cardinal direction words (north, south, east, west) may not be used as part of a street name. This restriction extends to cardinal direction words in other languages.

- (i) Cardinal directional words shall not be combined with other words to create street names.
- (j) Cardinal directional words are required when a street crosses over a designated zero range boundary.
- (k) Representation of required directionals is limited to the use of the four letters (N. S. E. W). The cardinal directions are not to be spelled out, and no punctuation used.
- (l) Streets in new subdivisions must continue the names of existing streets on adjoining plats to maintain street name continuity.
- (m) Duplicative and overused street names shall be prohibited.
  - (1) A street name is considered duplicative if an existing street shares the same primary street name. Number of words, spaces, spelling differences, and street type do not make a street name unique.
  - (2) Use of the same primary street name in close proximity to similarly named streets shall be prohibited.
  - (3) A modifier, or extra word added to a street name, may be added to a street name to make it unique.
  - (4) Words used as the first word in more than fifty (50) street names in the City of Killeen or Bell County shall be considered overused. Street names submitted for review will be rejected if overused words are included in the name (regardless of subdivision name or marketing theme). Changing the spelling of an overused word does not create a new word (Ann is equivalent to Anne). Compound or combined words using an overused word will also be rejected.
- (n) Street types shall be consistent with the configuration of the street. Misleading and confusing street types are prohibited.
- (o) Street type words shall not be used in place of or within a street name.
- (p) Two (2) street names shall be used when a street incorporates a ninety-degree turn.
- (q) The following limitations on street types shall apply:
  - (1) *Boulevard* shall only be used for streets with a right-of-way greater than ninety (90) feet in width; however, these streets are not limited to this street type.
  - (2) *Avenue* shall only be used for streets greater than one thousand five hundred (1,500) feet in length; however, these streets are not limited to these street types.
  - (3) *Parkway* can only be used for streets greater than two thousand five hundred (2,500) feet in length, with right-of-way greater than ninety (90) feet in width, and which serves as a connector between two (2) major thoroughfares.
  - (4) *Bend* designates a street with at least one (1) bend in it. The bend must exceed one hundred (100) degrees. Streets that include a ninety-degree turn may not use the *Bend* street type.
  - (5) *Circle* can only be used for a street that has two (2) intersections along an intersecting street.
  - (6) *Court*, *Cove*, or *Place* may only be used for cul-de-sacs, and cul-de-sacs may only use *Court*, *Cove*, or *Place*.
  - (7) *Loop* may only be used for streets that loop back onto or across themselves.
  - (8) Cul-de-sacs are intersected by only one (1) street and do not provide through access.
  - (9) Streets opposite each other that end in a cul-de-sac shall have the same name with a non cul-de-sac street type.

- (10) A street that intersects another and continues into a cul-de-sac should not change name or street type and is not considered a cul-de-sac.

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**SECTION II.** That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION III.** That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION IV.** That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION V.** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27<sup>th</sup> day of September, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

**APPROVED:**

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**Debbie Nash-King, MAYOR**

**ATTEST:**

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**Laura Calcote, INTERIM CITY SECRETARY**

**APPROVED AS TO FORM:**

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**Holli Clements, CITY ATTORNEY**





CHAPTER 26 UPDATES INCLUDING  
PAVEMENT DESIGN MANUAL ORDINANCE  
REQUIREMENTS

OR-22-016

September 20, 2022

196

# Background

2

- ❑ Staff contracted with Raba Kistner, Inc. in September 2020 to develop a Pavement Design Manual that follows TxDOT's current Flexible Pavement Design System (FPS21) and will replace the City's method.
- ❑ On January 3, 2022, Planning and Zoning Commission reviewed Municipal Code Chapters 26, and 31 Update Ordinance that included the Traffic Impact Analysis

# Background (Cont.)

3

- ❑ On January 18, 2022, Council directed staff to work with a stakeholder group to review the proposed code updates to Chapter 26.
- ❑ Between January 24, 2022, and March 7, 2022, 5 stakeholder meetings occurred to review the proposed updates to Chapter 26.

# Pavement Design Manual

4

- ❑ Based on TXDOT FPS21 design software program
  - ❑ Used by TXDOT and Cities throughout Texas
- ❑ Required for all city street, alleys, and rehabilitation of existing streets
- ❑ Asphalt roadways shall be designed for a 20-year service life
  - ❑ Time to first Overlay is 20 years

# Section 26 Updates

5

- ❑ Replaces references associated with Public Works Department
- ❑ Clarifies development construction plan expiration to match current city practices (26-81 e)
- ❑ Clarifies acceptance of construction of development projects by the City (26-83)
- ❑ Clarifies oversize agreements with the city based on current practice (26-85c,d)

# Section 26 Updates (Cont.)

- ❑ Establishes roadway widths based on the adopted Comprehensive Plan (26-101c)
- ❑ Clarifies developer's responsibility for construction of sidewalks in locations of non-building sites (26-105)
- ❑ Formally adopts reference to PROWAG (Public Right of Way Accessibility Guidelines) as a standard (26-105a)
- ❑ Clarifies requirements for mailbox construction with developments (26-108)

# Alternatives Considered

7

The City Council has three (3) alternatives. The Council may:

- Take no action
- Request a modification or further studies to the proposed Ordinance change
- Adopt this Ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances

# Staff Recommendation

8

- Staff recommends that the City Council Adopts this Ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances



# City of Killeen

## Staff Report

File Number: PH-22-068

1	City Council Workshop	08/16/2022	Reviewed and Referred	City Council	08/23/2022
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**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** ZONING CASE #Z22-40: "PUD" to "PUD" Amendment

**BACKGROUND AND FINDINGS:**

**Property Information:**

**Property Owner:** JOF Developers  
**Agent:** Killeen Engineering & Surveying, LTD  
**Current Zoning:** Planned Unit Development (PUD)  
**Proposed Zoning:** Planned Unit Development (PUD) amendment to allow for smaller setback requirements  
**Current FLUM Designation:** 'Suburban Residential' (SR) and 'Suburban Commercial' (SC)

**Summary of Request:**

The Levy Crossing Planned Unit Development (PUD) was approved in July 2020. The approved PUD includes underlying "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), and "R-2" (Two-Family Residential) zoning.

The applicant previously requested for smaller setback requirements for three-hundred and eighty-six (386) lots zoned "R-1" and "SF-2" as follows:

	<b>Front Setback</b>		<b>Side Setback</b>		<b>Rear Setback</b>	
	Current	Requested	Current	Requested	Current	Requested
<b>"R-1"</b>	25 ft.	20 ft.	7 ft.	5 ft.	25 ft.	20 ft.
<b>"SF-2"</b>	25 ft.	20 ft.	5 ft.	No change	20 ft.	No change

On August 23, 2022, City Council tabled this request to give the opportunity for the applicant and staff to discuss a compromise regarding the architectural standards for this request. The public hearing was also held during this meeting.

The applicant has since met and corresponded with staff to find a compromise, which is included in the revised PUD Amendment exhibit.

The revised request is to amend the building setbacks for two-hundred and forty-six (246) lots zoned "R-1" (Single-Family Residential District) as follows:

Front Setback		Side Setback		Rear Setback		
Current	Requested	Current	Requested	Current	Requested	
"R-1"	25 ft.	No change	7 ft.	5 ft.	25 ft.	20 ft.

The revised PUD regulations includes no changes to the landscaping requirements and the following architectural requirements:

- Repetition standard;
- Garage standard;
- Enhanced windows;
- Architectural details;
- Variable roof design; and
- At least three (3) of the following: recessed garage, vertical articulation, covered front porch, variable exterior finish materials, or enhanced garage doors.

**Zoning/Plat Case History:**

The subject property was annexed into the City limits on October 19, 1999 and subsequently zoned "A-R1" (Agricultural Single-Family Residential District) on September 12, 2000. The property was rezoned from "A-R1" (Agricultural Single-Family Residential District) and "UD" (University District) to Planned Unit Development (PUD) w/ "R-1" (Single-Family Residential District), "SF-2" (Single-Family Residential District), "R-2" (Two-Family Residential District) and Open Space uses via Ordinance No. 22-027 on July 21, 2020. The property was final platted as Levy Crossing Final Plat on June 29, 2022. The subdivision has been constructed, but no homes have been built within the subdivision.

**Character of the Area:**

**North:** Single-family homes and undeveloped property zoned "R-1" (Single-Family Residential District)

**East:** Single-family homes zoned Planned Unit Development (PUD) w/ "SF-2" (Single-Family Residential District)

**South:** Undeveloped property zoned "A-R1" (Agricultural Single-Family Residential District) and UD (University District), and religious institution zoned "R-1" (Single-Family Residential District)

**West:** Vacant structure on a large lot zoned "A-R1" (Agricultural Single-Family Residential District) and UD (University District)

**Future Land Use Map Analysis:**

This area is designated as 'Suburban Residential' (SR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Suburban Residential' (SR) designation encourages the following development types:

- Detached residential dwellings;
- Planned developments to provide for other housing types in a Suburban character setting;
- Public/institutional; and

- Parks and public spaces.

The Comprehensive Plan (page 2.17) notes that the 'Suburban Residential' (SR) land use designation allows for "planned developments to provide for other housing types (e.g., townhouse, patio) in a suburban character setting." This section further states that the 'Suburban Residential' (SR) designation "can establish development options which allow for lot sizes smaller than the baseline in exchange for greater open space set-aside, with the additional open space devoted to maintaining the overall suburban character and buffering adjacent properties."

Staff finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

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

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Atlas Avenue, which is classified as a 70' wide Collector Street on the City of Killeen Thoroughfare Plan. This is a PUD amendment with no proposed increase in traffic from the previously approved PUD, so a Traffic Impact Analysis is not required.

**Environmental Assessment:**

The property is within a FEMA regulatory Special Flood Hazard Area (SFHA) associated with NRC Tributary 3. There is freshwater emergent wetland on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified two-hundred and fifteen (215) surrounding property owners regarding this request.

Of those property owners notified, sixty-six (66) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and twenty-six (26) reside outside of Killeen.

As of the date of this staff report, staff has received one (1) written response in support and two (2) written responses in opposition to this request.

**Staff Findings:**

The surrounding area includes predominantly residential uses and undeveloped properties. To the north and east, there are single-family homes and undeveloped property. To the south, there are undeveloped properties and a religious institution. To the west are undeveloped properties.

**THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant’s PUD amendment request;
- Approve the PUD amendment request with conditions; or
- Approve the PUD amendment request as presented by the applicant.

**Which alternative is recommended? Why?**

Staff finds that the amended request for lessened setback only applies to the “R-1” zoning district which constitutes a reduced number of lots and includes an array of architectural standards that will be implemented immediately.

Staff finds this request is consistent with the policies and principles discussed in the newly adopted Comprehensive Plan; therefore, staff recommends approval of the PUD amendment request as presented by the applicant.

**CONFORMITY TO CITY POLICY:**

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

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of City funds. However, long-term maintenance of all proposed municipal infrastructure will be the City’s responsibility.

**Is this a one-time or recurring expenditure?**

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

**If not, where will the money come from?**

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

At their regular meeting on July 18, 2022, the Planning and Zoning Commission recommend approval

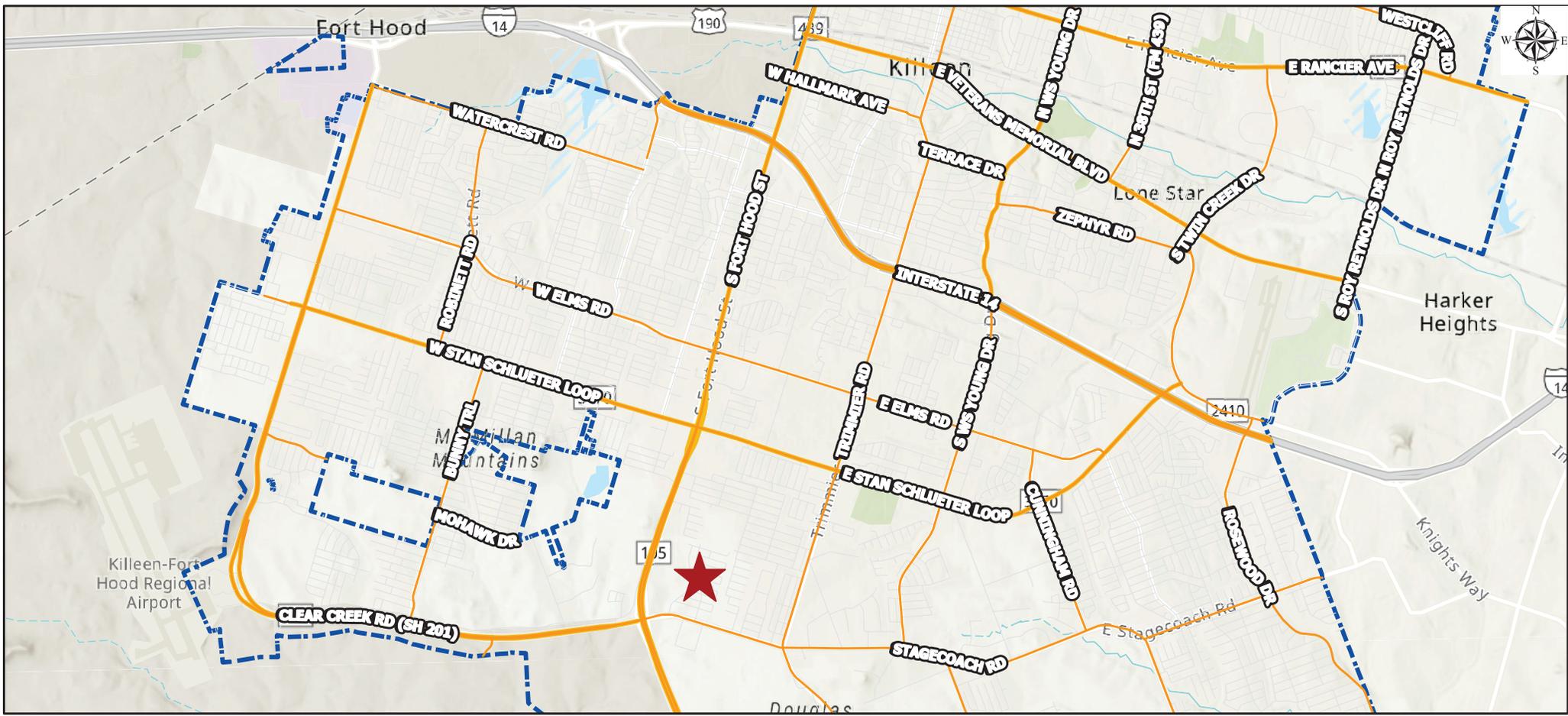
of the applicant's request to amend the PUD with the condition that the City's newly adopted Architectural and Site Design Standards be applied by a vote of 6 to 0.

**DEPARTMENTAL CLEARANCES:**

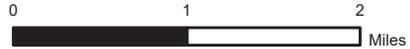
This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Minutes  
Ordinance  
Letter of Request  
PUD Exhibit  
Responses  
Considerations



LOCATION MAP  
Council District: 3



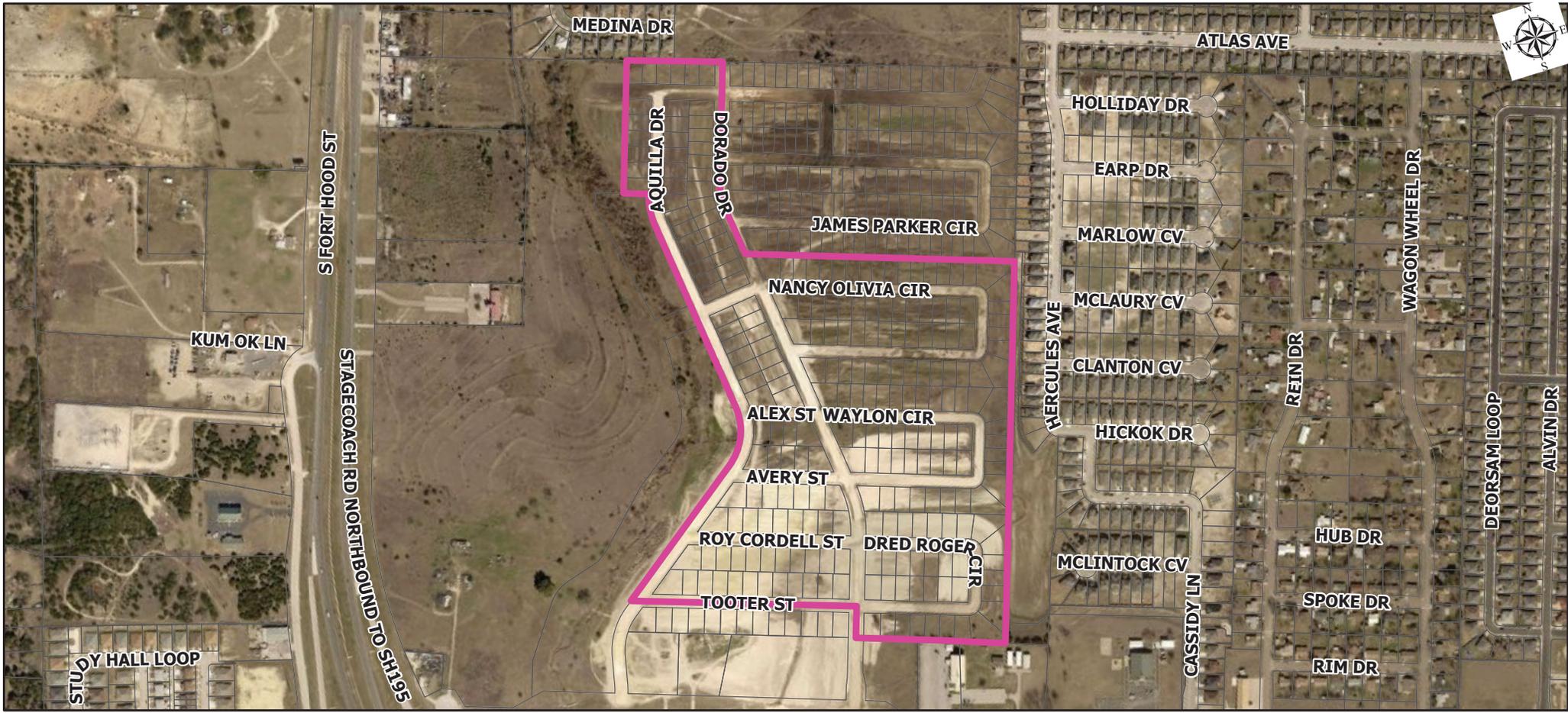
Subject Property Description: 62.876 Acres out of the A0857BC A WEBB Survey.

## Zoning Case 2022-40

PUD TO PUD W/ R-1

Legend

-  Major Roads
-  City Limits
-  Zoning Case Location



AERIAL MAP  
 Council District: 3  
 0 300 600  
 Feet

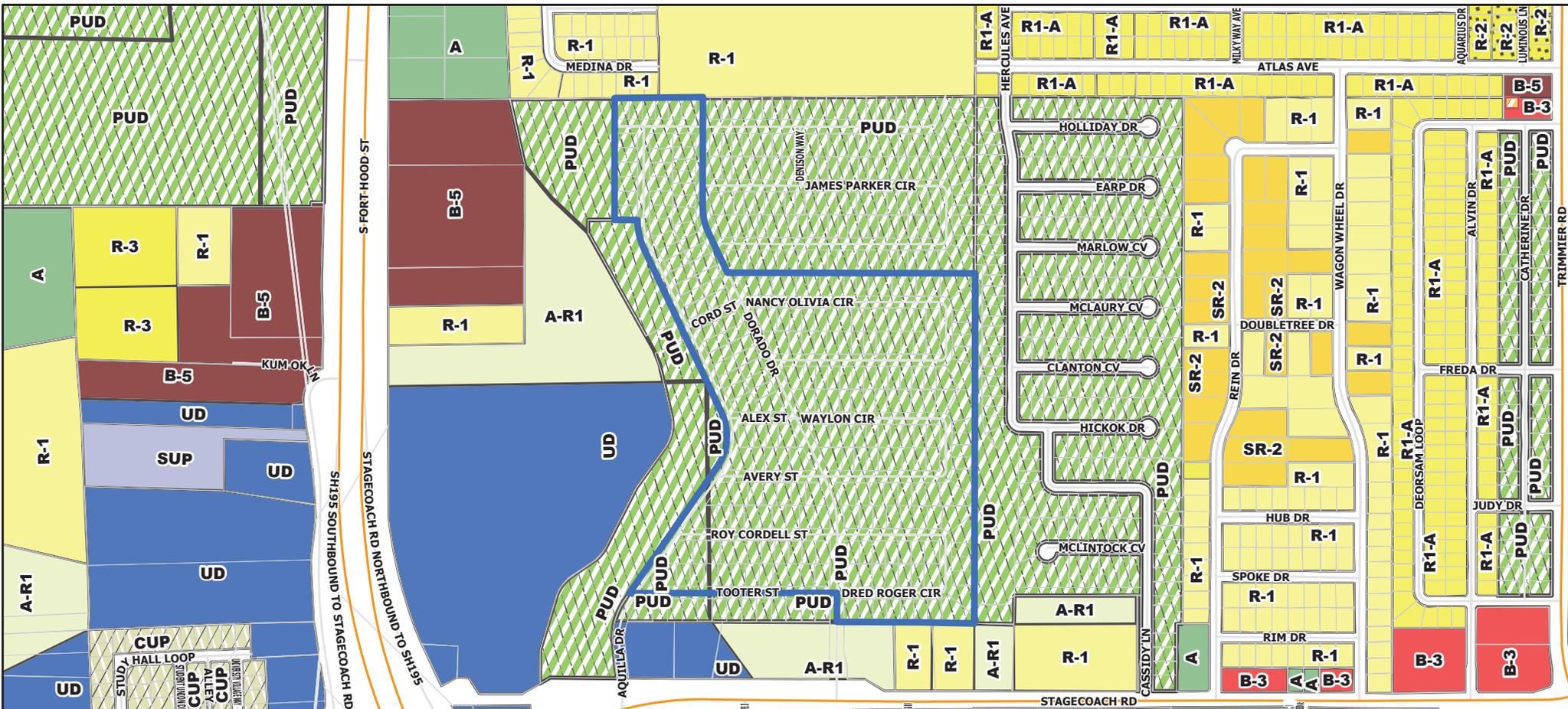
## Zoning Case 2022-40 Revised

PUD TO PUD W/ R-1

Legend

-  Citylimits
-  Zoning Case

Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58



ZONING MAP  
 Council District: 3  
 0 300 600  
 Feet  
 Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58

## Zoning Case 2022-40 Revised

### PUD TO PUD W/ R-1



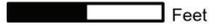


200' BUFFER - 149 PARCELS  
 400' BUFFER - 215 PARCELS

**NOTIFICATION MAP**

Council District: 3

0 355 710



Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58

**Zoning Case 2022-40**  
 PUD TO PUD W/ R-1, R-2, AND SF-2

Legend

Current Zoning	B-5	R-1	SR-1
A	RC-1	R-2	SR-2
A-R1	CUP	R-3	SUP
B-3	PUD	R1-A	UD

# SITE PHOTOS

Case #Z22-40: PUD to PUD Amendment



View of the subject property looking north:



View looking northwest towards green space (west of Aquilla Dr):



# SITE PHOTOS

Case #Z22-40: PUD to PUD Amendment



View of the surrounding property to the south:



View within the subject property looking north east:



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**July 18, 2022**

**CASE #Z22-40**  
**“PUD” to “PUD”**

**HOLD** a public hearing and consider a request submitted by Killeen Engineering and Surveying, LTD, on behalf of JOF Developers (**Case #Z22-40**) to amend the Planned Unit Development (PUD) standards for approximately 109.557 acres out of the 172.58 acre tract from the Azra Webb Survey, Abstract No. 857 to allow for smaller setback requirements. The property is locally addressed as 6600 S. Fort Hood Street, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommended that the Commission hold the Public Hearing but postpone the item until the next regular meeting so that staff can provide updated written notice of all public hearing dates to all property owners within 400 feet of the request in accordance with State law and City policy.

Ms. Michelle Lee of Killeen Engineering and Surveying was present to represent the case. She requested that the boundary of the zoning request be reduced to conform to the written notification, and that the Commission vote on the item.

Chairman Latham opened the public hearing.

Mr. Camron Cochran of 800 Holliday Drive stated that he submitted a response in opposition to the request and asked if the request would affect his property. It was explained that the 400-foot buffer is a notification boundary and that the request would not affect his property.

Mr. Gary Purser of 2901 E. Stan Schlueter Loop stated that he is in favor of reducing the area of the request due to the discrepancy regarding the notification boundary.

With no one else wishing to speak, the public hearing was closed.

Commissioner Gukeisen moved to recommend approval of the request for the reduced area shown on the notification map as presented by the applicant. Commissioner Sabree seconded.

Commissioner Minor stated that he wished to include a condition that the City’s newly adopted Architectural and Site Design Standards be adhered to.

Commissioner Gukeisen rescinded his motion and moved to recommend approval of the request as presented by the applicant with the condition that the Architectural and Site Design Standards apply to the request.

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

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN TO AMEND THE PLANNED UNIT DEVELOPMENT (PUD) STANDARDS FOR APPROXIMATELY 62.876 ACRES OUT OF THE 172.58 ACRE TRACT FROM THE AZRA WEBB SURVEY, ABSTRACT NO. 857 TO ALLOW LESSENERED SETBACK REQUIREMENTS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Killeen Engineering and Surveying, LTD, on behalf of JOF Developers, Inc., has presented to the City of Killeen a request to amend the Planned Unit Development (PUD) standards for approximately 62.876 acres out of the 172.58 acre tract from the Azra Webb Survey, Abstract No. 857 to allow for lessened setback requirements for two-hundred and forty-six (246) lots zoned PUD with “R-1” (Single-Family Residential District), said request having been duly recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 18<sup>th</sup> day of July 2022 with the condition that the City’s newly adopted architectural and site design standards be applied to the development, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 20<sup>th</sup> day of September 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s PUD amendment request should be approved;

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

**SECTION I.** That the PUD standards for approximately 109.557 acres out of the 172.58 acre tract from the Azra Webb Survey, Abstract No. 857 be amended to allow for smaller setback requirements, said request having been duly recommended for approval.

**SECTION II.** That the setbacks for approximately 62.876 acres out of the 172.58 acre tract from the Azra Webb Survey, Abstract No. 857 zoned PUD with “R-1” (Single-Family Residential District) shall be as follows:

- Front yard setbacks: Twenty-Five (25) feet;
- Side yard setbacks: Five (5) feet; and
- Rear yard setbacks: Twenty (20) feet.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27<sup>th</sup> day of September 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
Debbie Nash-King, MAYOR

**ATTEST:**

\_\_\_\_\_  
Laura J. Calcote, INTERIM CITY SECRETARY

**APPROVED AS TO FORM**

\_\_\_\_\_  
Holli C. Clements, CITY ATTORNEY  
Case #22-40  
Ord. #22-\_\_\_\_



2901 East Stan Schlueter Loop, Killeen, Texas 76542 Phone: (254) 526-3981 Fax: (254) 526-4351

TBPE Registration No. F-4200, TBPLS Registration No. 10194541

Visit our website at: [www.kesltd.com](http://www.kesltd.com)

June 13, 2022

Wallis Meshier, Director of Planning  
City of Killeen, TX

**Re:** Levy Crossing PUD Amendment

Ms. Meshier,

This letter of request is in reference to an amendment to the PUD for Levy Crossing. It is a development located near the Southeast corner of Highway 195 and Stagecoach Road. It consists of 399 lots spanning over 109.557 acres of the Azra Webb Survey, Abstract No. 857. The developer is requesting a change to the building setback lines as reflected on the attached exhibit. The purpose of this alteration is to provide better quality homes to homebuyers in this development. This request is consistent with the Future Land Use Map (FLUM).

There is no intent to alter the size, nature, description or nomenclature of any lots or streets in the development with this amending PUD. This alteration will have no impact on the surrounding properties, as all the homes constructed will be built to the same quality standards as required by the PUD. Additionally, this development will not increase the number of lots. The developer is asking only for a revision to the building setback lines.

Respectfully,

A handwritten signature in blue ink that reads "Michelle E. Lee". The signature is written in a cursive, flowing style.

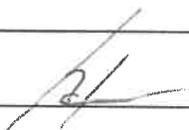
Michelle E. Lee, PE, RPLS, CFM, CPESC  
Killeen Engineering & Surveying, Ltd.  
[mlee@kesltd.com](mailto:mlee@kesltd.com)





protest under Sec. 211.006 (c) of the Texas Local Government Code, the protest must be written and signed by the owner of property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than 4:00 p.m., July 18, 2022. After the Planning and Zoning meeting, this matter will be forwarded to the City Council on August 23, 2022, at 5:00 p.m. in Council Chambers, at City Hall, 101 North College Street., Killeen Texas, where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

CUT HERE

YOUR NAME:	Tammy & Dr. Cameron Cochran	PHONE NUMBER:	254-213-2409
CURRENT ADDRESS:	800 Holliday Drive, Killeen Tx 76542		
ADDRESS OF PROPERTY OWNED:	800 Holliday Drive Killeen Tx 76542		
COMMENTS:	My family is in opposition with any alterations to the current property lines. We disagree with anyone's annexation of existing land between these two communities.		
SIGNATURE:		7/11/2022	10
	REQUEST: "PUD" to "PUD" w "R-1", "SF-2", & "R-2" SPO #Z22-40/		

P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7631, FAX 254-501-7628  
WWW.KILLEENTEXAS.GOV

222-39130

YOUR NAME:	TERRI Nyemaster	PHONE NUMBER:	254-258-8928
CURRENT ADDRESS:	408 Medina DR		
ADDRESS OF PROPERTY OWNED:	408 Medina DR		
COMMENTS:	PLEASE STOP All you are doing is raising my Property TAX Killing the wild life and OVER TAXING ALL UTILITIES!! and my yard  WE DO NOT NEED OR WANT!! And This is pointless BE the \$\$ is all you care about		
SIGNATURE:	TERRI Nyemaster	REQUEST:	"PUD" to "PUD" w "R-1", "SF-2", & "R-2" SPO #Z22-40/ 21

Fix the abandon areas

P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7631, FAX 254-501-7628  
WWW.KILLEENTEXAS.GOV

Take care of the Homeless

## CONSIDERATIONS

Texas Supreme Court in *Pharr v. Tippitt*, 616 S. W 2<sup>nd</sup> 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

### A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

### B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

### C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



**CASE #Z22-40:  
LEVY CROSSING PUD AMENDMENT**

PH-22-068

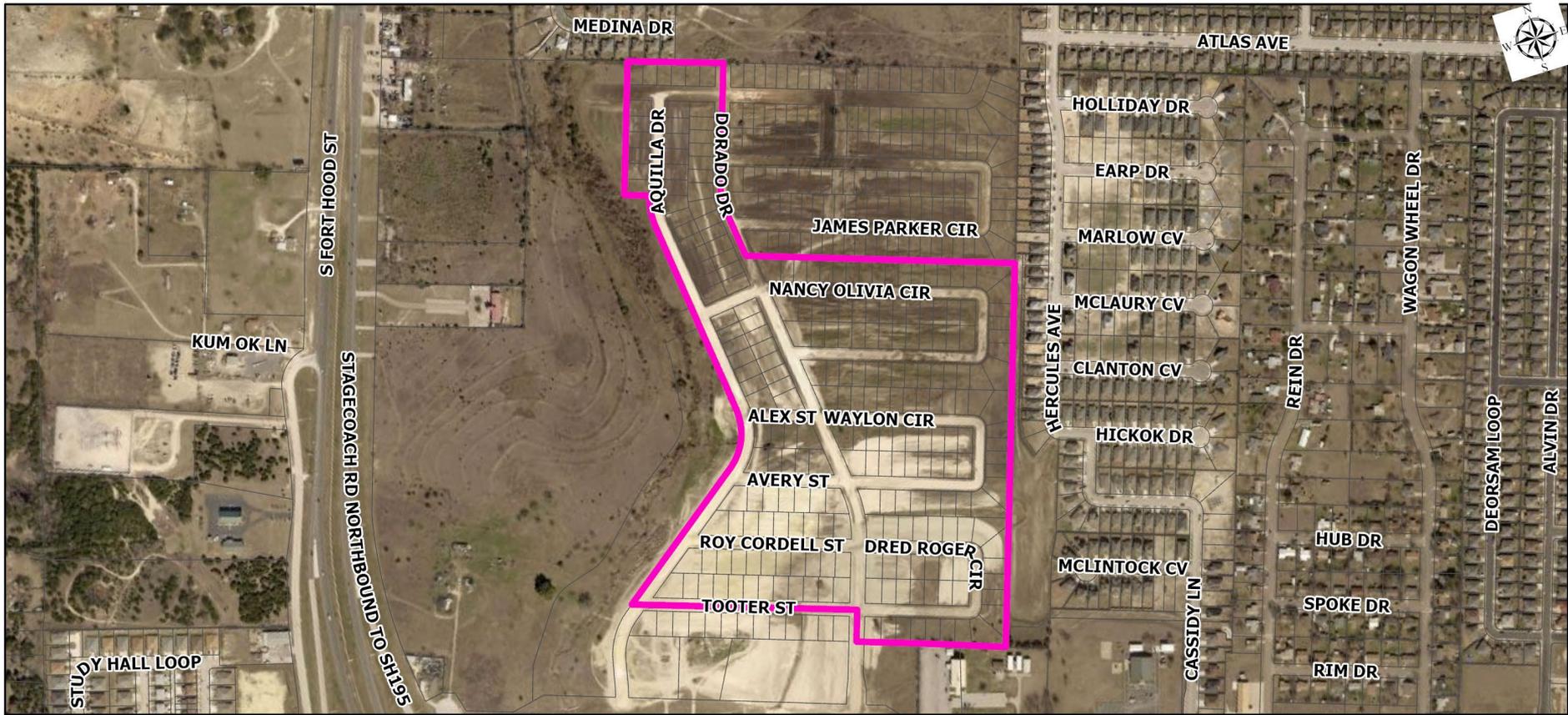
September 20, 2022

224

# Case #Z22-40: Levy Crossing PUD Amendment

- ❑ Public Hearing was held on August 23, 2022.
- ❑ **Consider** an ordinance requested by Killeen Engineering and Surveying, LTD, on behalf of JOF Developers (**Case #Z22-40**) to amend the Planned Unit Development (PUD) standards for approximately 62.876 acres out of the 172.58 acre tract from the Azra Webb Survey, Abstract No. 857 to allow for lessened setback requirements for two-hundred and forty-six (246) lots.





AERIAL MAP  
 Council District: 3  
 0 300 600  
 Feet

## Zoning Case 2022-40 Revised

### PUD TO PUD W/ R-1

Legend  
■ Citylimits  
 Zoning Case

Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58

# Case #Z22-40: Levy Crossing PUD Amendment

- The applicant previously requested for smaller setback requirements for three-hundred and eighty-six (386) lots zoned “R-1” and “SF-2” as follows:

	Front Setback		Side Setback		Rear Setback	
	Current	Requested	Current	Requested	Current	Requested
<b>“R-1”</b>	25 ft.	20 ft.	7 ft.	5 ft.	25 ft.	20 ft.
<b>“SF-2”</b>	25 ft.	20 ft.	5 ft.	No change	20 ft.	No change

# Case #Z22-40: Levy Crossing PUD Amendment

6

- On August 23, 2022, City Council tabled this request to give the opportunity for the applicant and staff to discuss a compromise regarding the architectural standards for this request. The public hearing was also held during this meeting.
- The applicant has since met and corresponded with staff to find a compromise, which is included in the revised PUD Amendment exhibit.



# Case #Z22-40: Levy Crossing PUD Amendment

8

- The revised request is to amend the building setbacks for two-hundred and forty-six (246) lots zoned “R-1” (Single-Family Residential District) as follows:

	Front Setback		Side Setback		Rear Setback	
	Current	Requested	Current	Requested	Current	Requested
<b>"R-1"</b>	25 ft.	No change	7 ft.	5 ft.	25 ft.	20 ft.

# Case #Z22-40: Levy Crossing PUD Amendment

9

- The revised PUD regulations includes no changes to the landscaping requirements and the following architectural requirements:

- Repetition standard;
- Garage standard;
- **Enhanced windows;**
- **Architectural details;**
- **Variable roof design;**
- **At least three (3) of the following: Recessed garage, vertical articulation, covered front porch, variable exterior finish materials, or enhanced garage doors**

- Items in bold are additional requirements from original request.

# Alternatives

10

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's PUD amendment request;
  - ❑ Approve the PUD amendment request with conditions; or
  - ❑ Approve the PUD amendment as presented by the applicant.

# Staff Recommendation

- Staff finds that the amended request for lessened setback only applies to the “R-1” zoning district which constitutes a reduced number of lots and includes an array of architectural standards that will be implemented immediately.
- Staff finds this request is consistent with the policies and principles discussed in the newly adopted Comprehensive Plan; therefore, staff recommends approval of the PUD amendment request as presented by the applicant.



# City of Killeen

## Staff Report

File Number: PH-22-073

---

**DATE:** September 20, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** ZONING CASE #Z22-41: "A" (Agricultural District) and "AR-1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) with a Conditional Use Permit (CUP)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** Michael and Rhonda Jung  
**Agent:** Republic Engineering & Development Services  
**Current Zoning:** "A" (Agricultural District) and "AR-1" (Agricultural Single-Family Residential District)  
**Proposed Zoning:** "B-3" (Local Business District) w/ a CUP (Conditional Use Permit)  
**Current FLUM Designation:** 'Suburban Commercial' (SC)

#### **Summary of Request:**

Republic Engineering and Development Services, on behalf of Michael and Rhonda Jung, has submitted a request to rezone approximately 20.75 acres out of the W. L. Harris Survey, Abstract No. 1155 from "A" (Agricultural District) and "AR-1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) with a Conditional Use Permit (CUP) for boat, RV, and semi-truck parking and storage. If approved, the applicant intends to develop a covered boat, RV, and semi-truck storage facility on the property.

#### **Zoning/Plat Case History:**

The subject property was annexed into the city limits on March 16, 2004 via Ordinance No. 04-12. The property was subsequently zoned "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District) on April 26, 2005 via Ordinance No. 05-31. The property was platted as part of Cospers Creek Addition, Block 1, Lots 3 & 7 on January 22, 1995. The FLUM designation for this property was changed from 'General Residential' (GR) to 'Suburban Commercial' (SC) on June 14, 2022 via Ordinance No. 22-040.

This request went to the Planning and Zoning Commission meeting on August 1st. However, the

applicant submitted a request to postpone taking action on the request until the next regular P&Z meeting of August 15th to provide time to address staff's comments regarding the paving surface for the parking areas within the development.

Since then, the applicant has submitted a revised site plan which includes proposed paving surface and proposed trees as landscape screening along the eastern property line between the subject property and the adjacent residential property.

**Character of the Area:**

**Surrounding Land Use and Zoning:**

**North:** Undeveloped property zoned "AR-1" (Agricultural Single-Family Residential District)

**South:** Undeveloped property and single-family homes zoned "A" (Agricultural District), "AR-1" (Agricultural Single-Family Residential District) and "R-1" (Single-Family Residential District)

**East:** Undeveloped property and existing auto salvage business zoned "AR-1" (Agricultural Single-Family Residential District) and "B-3" (Local Business District)

**West:** Undeveloped property zoned "AR-1" (Agricultural Single-Family Residential District)

**Future Land Use Map Analysis:**

This property is designated as 'Suburban Commercial' (SC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Suburban Commercial' (SC) designation encourages the following development types:

- Range of commercial retail and service uses, at varying scales and intensities depending on the site;
- Office (both large and/or multi-story buildings and small-scale office uses depending on the site);
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting;
- Public/institutional; and
- Parks and public spaces.

The request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

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

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Trimmier Road, which is classified as a 110' Minor Arterial on the City of Killeen Thoroughfare Plan. Staff estimates there will be an increase of twenty-four (24) trips per day with thirteen (13) peak hour trips and has determined that a Traffic Impact

Analysis is not required for the proposed land use.

**Environmental Assessment:**

The property is crossed by the FEMA regulatory Special Flood Hazard Area (SFHA) for Rock Creek. The creek is classified as a Freshwater Emergent Wetland or Freshwater Forested/Shrub Wetland as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified twenty-one (21) surrounding property owners regarding this request. Of those property owners notified, three (3) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and eight (8) reside outside of Killeen.

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

**Staff Findings:**

The 'Suburban Commercial' (SC) land use category is characterized by reduced site coverage relative to most commercial development. Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and residential-in-appearance architectural standards).

The current zoning of the subject property is "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District). The surrounding area includes an existing commercial property, single-family homes, and undeveloped properties.

**THE ALTERNATIVES CONSIDERED:**

The City Council has four (4) alternatives. The Council may:

- Disapprove the applicant's request;
- Approve the request as submitted by the applicant;
- Approve the request with additional and/or amended conditions;
- Approve the request as recommended by staff.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's request for "B-3" (Local Business District) with a Conditional Use Permit (CUP) for covered boat, recreational vehicle, and semi-truck storage, as described in the attached site plan and narrative, with the condition that all parking stalls and drive aisles be paved with an all-weather surface (asphalt or concrete) capable of retaining striping.

Killeen Code of Ordinances Sec. 31-487(a) requires parking spaces and maneuvering areas be paved with an all-weather surface. Sec. 31-2 states that "all weather surface on privately owned property shall consist of Portland cement concrete or an impervious bituminous surface over a

compacted base or other surface approved by the building official. The parking surface must be capable of retaining paint or striping material.”

Sec. 28-135(a) states: “It shall be unlawful to park any vehicle on anything other than an all-weather surface. An all-weather surface shall consist of Portland cement concrete or an impervious bituminous surface over a compacted base or other surface approved by the building official. The parking surface for property zoned or used for commercial and multifamily use must be capable of retaining paint or striping material.”

Accordingly, staff recommends that the parking stalls within the proposed project be paved with an all-weather surface (asphalt or concrete) capable of retaining striping.

**CONFORMITY TO CITY POLICY:**

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

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of City funds.

**Is this a one-time or recurring expenditure?**

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

**If not, where will the money come from?**

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

At their regular meeting on August 15, 2022, the Planning and Zoning Commission recommended approval of the request, as recommended by staff, by a vote of 8 to 0.

**DEPARTMENTAL CLEARANCES:**

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

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Minutes  
Ordinance  
Zoning Narrative  
Site Plan  
Considerations



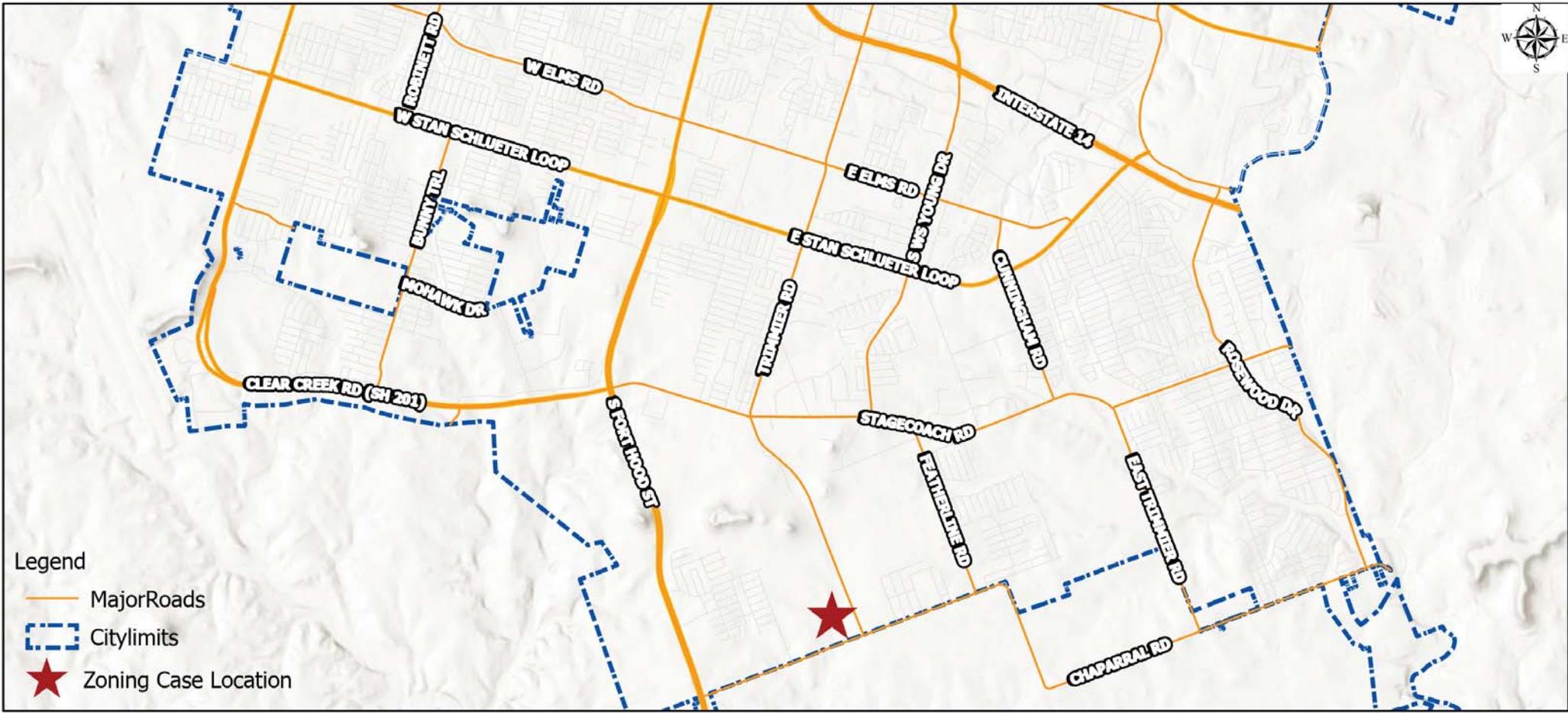
AERIAL MAP  
Council District: 3  
0 150 300  
Feet

### Zoning Case 2022-41

A, AR-1 AND R-1 TO B-3 W/ CUP

Legend  
Citylimits  
Zoning Case

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859  
SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205



- Legend
- Major Roads
  - City Limits
  - Zoning Case Location

LOCATION MAP  
 Council District: 3



## Zoning Case 2022-41

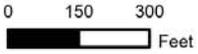
### A, AR-1 ADN R-1 TO B-3 W/ CUP

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859  
 SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205



**NOTIFICATION MAP**

Council District: 3



Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859  
SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205

**Zoning Case 2022-41**  
A, AR-1 AND R-1 TO B-3 W/ CUP

Legend

Current Zoning	A-R1	R-1
A	B-3	SR-1

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**August 15, 2022**

**CASE #Z22-41**  
**“A” & “AR-1” to “B-3” W/ CUP**

**HOLD** a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Michael and Rhonda Jung (**Case #Z22-41**) to rezone approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7 from “A” (Agricultural District) and “AR-1” (Agricultural Single-Family Residential District) to “B-3” with a Conditional Use Permit (CUP) to allow Boat and RV Storage. The property is addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the applicant’s request for “B-3” (Local Business District) with a Conditional Use Permit (CUP) for covered boat, recreational vehicle, and semi-truck storage, as described in the proposed site plan and narrative, with the condition that all parking stalls and drive aisles be paved with an all-weather surface (asphalt or concrete) capable of retaining striping.

The applicant’s agent, Tyler freese of Republic Engineering, was present to represent the case.

Chairman Latham opened the public hearing at 5:22 p.m.

With no one wishing to speak, the public hearing was closed at 5:22 p.m.

Commissioner Sabree moved to approve the requested as recommended by staff. Commissioner Jones seconded, and the motion passed by a vote of 8 to 0.

# SITE PHOTOS

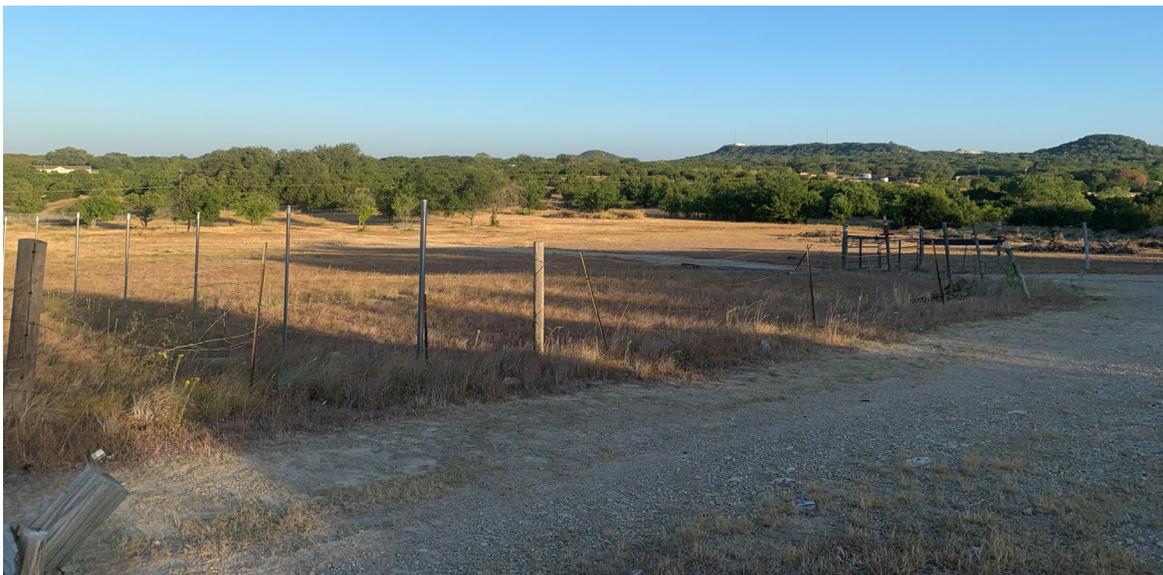
Case #Z22-41: "A" & "AR-1" to "B-3" w/ CUP



View of the subject property looking west:



View of the adjacent property to the northeast:



# SITE PHOTOS

Case #Z22-41: "A" & "AR-1" to "B-3" w/ CUP



View of the adjacent property to the east:



View of the surrounding property to the east (across Trimmier Rd):



**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 20.75 ACRES OUT OF THE COSPER CREEK ADDITION, BLOCK ONE, PARTS OF LOTS 3 AND 7, FROM “A” (AGRICULTURAL DISTRICT) AND “AR-1” (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-3” (LOCAL BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) TO ALLOW BOAT, RECREATIONAL VEHICLE, AND SEMI-TRAILER PARKING; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Republic Engineering and Development Services, on behalf of Michael and Rhonda Jung, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 20.75 acres out of the W. L. Harris Survey, Abstract No. 1155 from “A” (Agricultural District) and “AR-1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District) with a Conditional Use Permit (CUP) for boat, RV, and semi-truck parking and storage, said request having been duly recommended for approval of “B-3” (Local Business District) with a Conditional Use Permit (CUP) with the condition that all parking stalls and drive aisles be paved with an all-weather surface (asphalt or concrete) capable of retaining striping by the Planning and Zoning Commission of the City of Killeen on the 15<sup>th</sup> day of August 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 27<sup>th</sup> day of September 2022, at the City Hall, City of Killeen;

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**

**CITY OF KILLEEN:**

**SECTION I.** That the zoning classification of approximately 20.75 acres out of the W. L. Harris Survey, Abstract No. 1155 be changed from “A” (Agricultural District) and “AR-1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District) with a Conditional Use Permit (CUP) for boat, RV, and semi-truck parking and storage, said request having been duly recommended for approval of “B-3” (Local Business District) with a Conditional Use Permit (CUP), for the property addressed as 1200 & 1204 N 8th Street, Killeen, Texas.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27<sup>th</sup> day of September 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Laura J. Calcote, INTERIM CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Holli C. Clements, CITY ATTORNEY**

Case #22-41

Ord. #22-\_\_\_\_



✉ info@RepublicEDS.com

📍 P.O. Box 3123  
Harker Heights, TX 76548

☎ 979.234.0396

July 22, 2022

City of Killeen Planning Department  
200 East Avenue D  
Killeen, Texas 76541

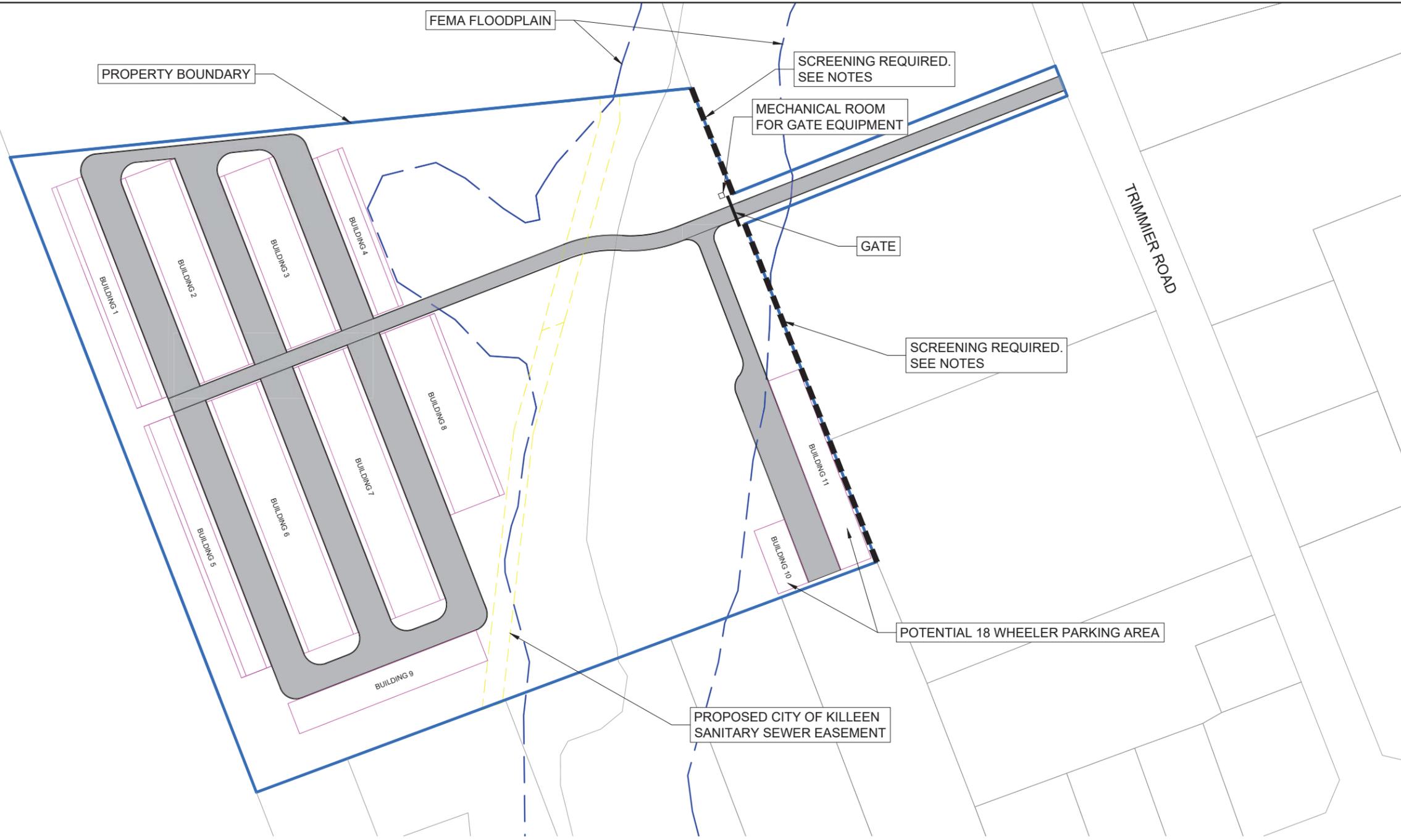
To Whom it May Concern,

This narrative accompanies the zoning change request for Mr. and Mrs. Mike Jung and their project Platinum Coach Storage. The project will be a high end storage facility for motorcoaches, RV's, Yachts, boats, etc. No landscape trailer or abandoned vehicle storage will be allowed. No one will be allowed to stay overnight at the facility. The facility will be fully fenced with a 6' tall black vinyl coated chain link fence. The fence will also have black vinyl slats installed for screening. An electric gate will be utilized to access the property. Landscaping and a facility sign will also be located at the gate. The facility sign will be a ground level "blade" sign, not pole mounted. Tenants will have unique codes to operate the gate, allowing access to their stored property 24/7. At the suggestion of both Killeen P&Z Commission and Killeen City Council open air 18-wheeler storage may be provided on a portion of the property. All buildings are proposed to be 1 story, 17' in height. Lighting will be provided on site. All lighting will be building mounted, downward facing, and spaced at a maximum of 100'. The project will install Asphalt drive aisles with 12"x8" concrete edge beams between each building. This provides for tenant use and emergency services access.

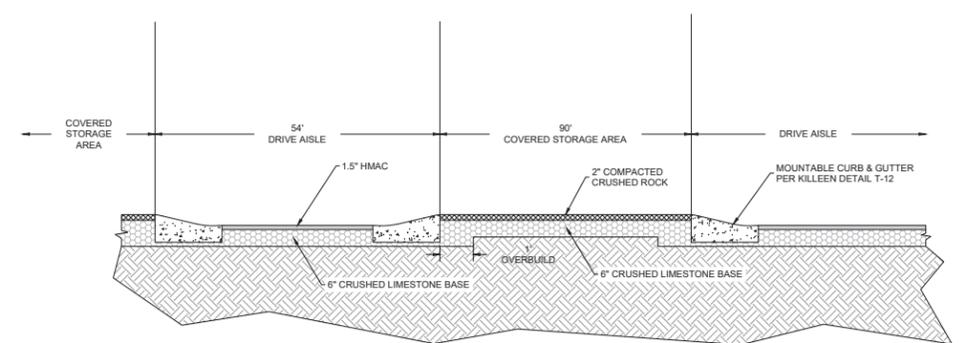
Sincerely,

A handwritten signature in black ink that reads 'Tyler Freese' in a cursive script.

Tyler Freese, P.E.



- NOTES:**
- STORAGE WILL BE RESTRICTED TO RV'S, MOTORCOACHES, BOATS, YACHTS, ETC.
  - NO LANDSCAPE TRAILER OR ABANDONED VEHICLE STORAGE ALLOWED.
  - NO OVER NIGHT STAYS AT THE FACILITY ALLOWED.
  - FACILITY WILL BE FULLY FENCED WITH 6' TALL BLACK VINYL COATED CHAIN LINK.
  - FENCE WILL HAVE BLACK VINYL SLATS INSTALLED FOR SCREENING.
  - AREAS NOTATED BY THE HEAVY DASHED LINE REQUIRE LANDSCAPE SCREENING. LANDSCAPE SCREENING IS REQUIRED TO BE PLANTED EVERY 25 FEET AND BE AT LEAST 6' TALL. NEWLY PLANTED TREES MUST BE A MINIMUM OF 1 1/2 CALIPER INCHES AT THE TIME OF PLANTING.
  - AN ELECTRIC GATE WILL BE INSTALLED FOR ACCESS.
  - LANDSCAPING AND FACILITY SIGN WILL BE LOCATED AT THE GATE.
  - TENANTS WILL HAVE UNIQUE CODES TO ACCESS THEIR STORED PROPERTY 24/7.
  - A PORTION OF THE PROPERTY HAS THE OPTION TO PROVIDE OPEN AIR 18 WHEELER STORAGE.
  - ALL LIGHTING WILL BE BUILDING MOUNTED, DOWNWARD FACING, AND SPACED AT A MAXIMUM OF 100'.
  - THE PROJECT WILL INSTALL ASPHALT DRIVE



CROSS SECTION OF DRIVE AISLE AND STORAGE AREA

REV.	DESCRIPTION	DATE
1	ORIGINAL RELEASE	7/21/2022



**PLATINUM COACH STORAGE**

**SITE PLAN**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF XXXXXX, P.E. XXXXX ON 00/00/0000. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.	DESIGN	TWF
	DRAFTED	TWF
	CHECKED	TWF
	PROJECT #	21-039-001
	DRAWING #	<b>1</b>

# CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2<sup>nd</sup> 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

## B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

## C. Conditions to Consider

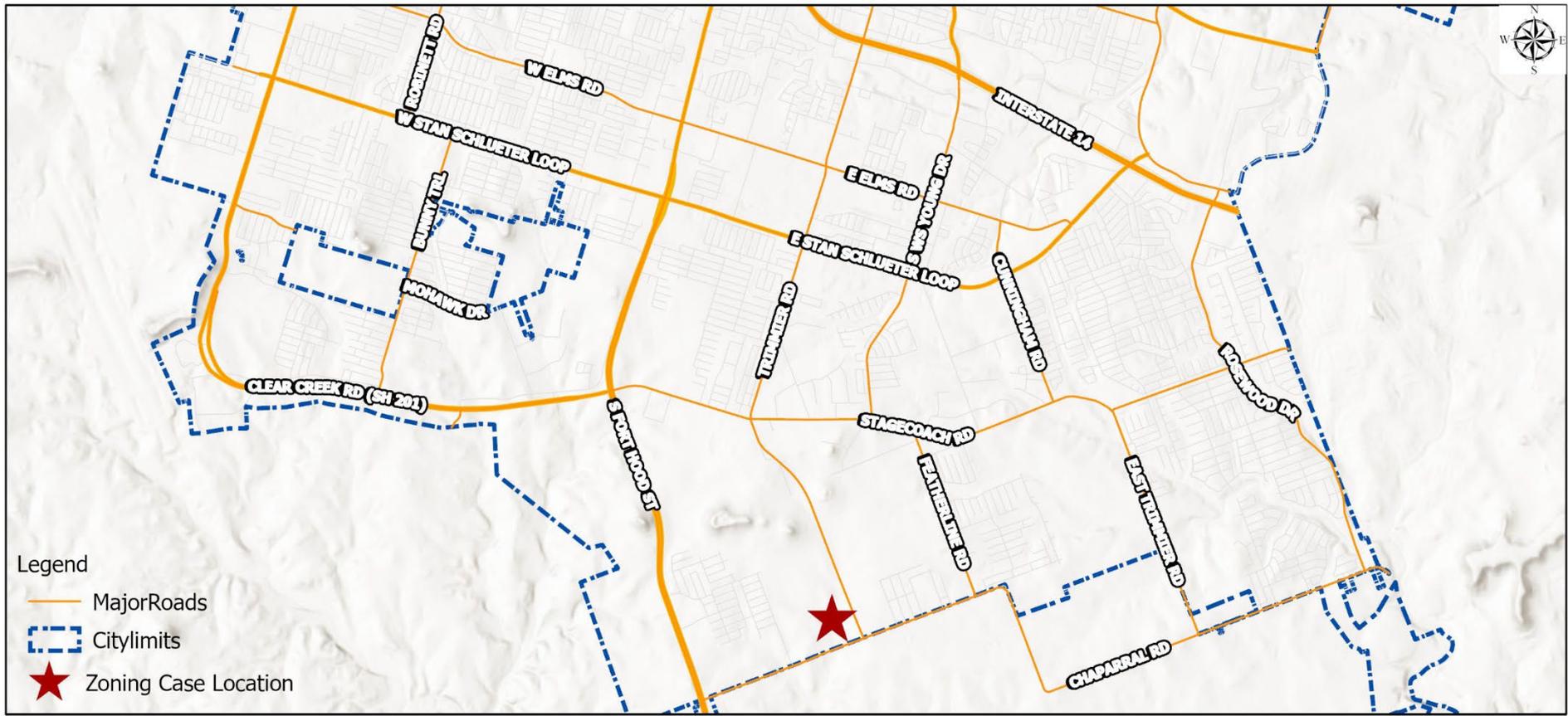
1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



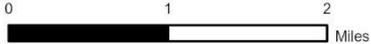
CASE #Z22-41:  
“A” & “AR-1” TO “B-3” W/ CUP

# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

- ❑ **HOLD** a public hearing and consider an ordinance requested by Republic Engineering & Development Services, on behalf of Michael and Rhonda Jung (**Case #Z22-41**), to rezone approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7, from “A” (Agricultural District) and “AR-1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District) with a Conditional Use Permit (CUP) to allow boat, recreational vehicle, and semi-trailer parking and storage.
- ❑ The property is addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.



LOCATION MAP  
 Council District: 3



## Zoning Case 2022-41

### A, AR-1 ADN R-1 TO B-3 W/ CUP

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859  
 SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205



AERIAL MAP

Council District: 3

0 150 300

Feet

# Zoning Case 2022-41

## A, AR-1 AND R-1 TO B-3 W/ CUP

Legend

 Citylimits

 Zoning Case

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859  
SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205

# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

5

- If approved, the applicant intends to develop a covered boat, RV, and semi-truck storage facility on the property.
- This property is designated as ‘Suburban Commercial’ (SC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The FLUM designation for this property was changed from ‘GR’ (General Residential) to ‘SC’ (Suburban Commercial) on June 14, 2022 via Ordinance No. 22-040.

# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

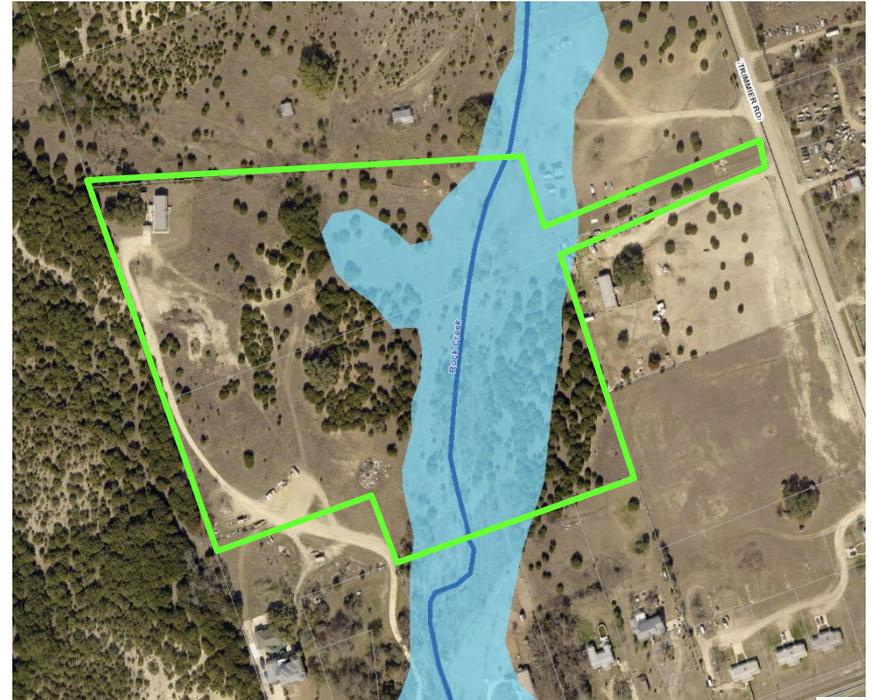
6

- The ‘Suburban Commercial’ (SC) designation encourages the following development types:
  - ▣ Range of commercial retail and service uses, at varying scales and intensities depending on the site;
  - ▣ Office (both large and/or multi-story buildings and small-scale office uses depending on the site);
  - ▣ Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting;
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

7

- The property is crossed by the FEMA regulatory Special Flood Hazard Area (SFHA) for Rock Creek. The creek is classified as a Freshwater Emergent Wetland or Freshwater Forested/Shrub Wetland as identified on the National Wetlands Inventory.





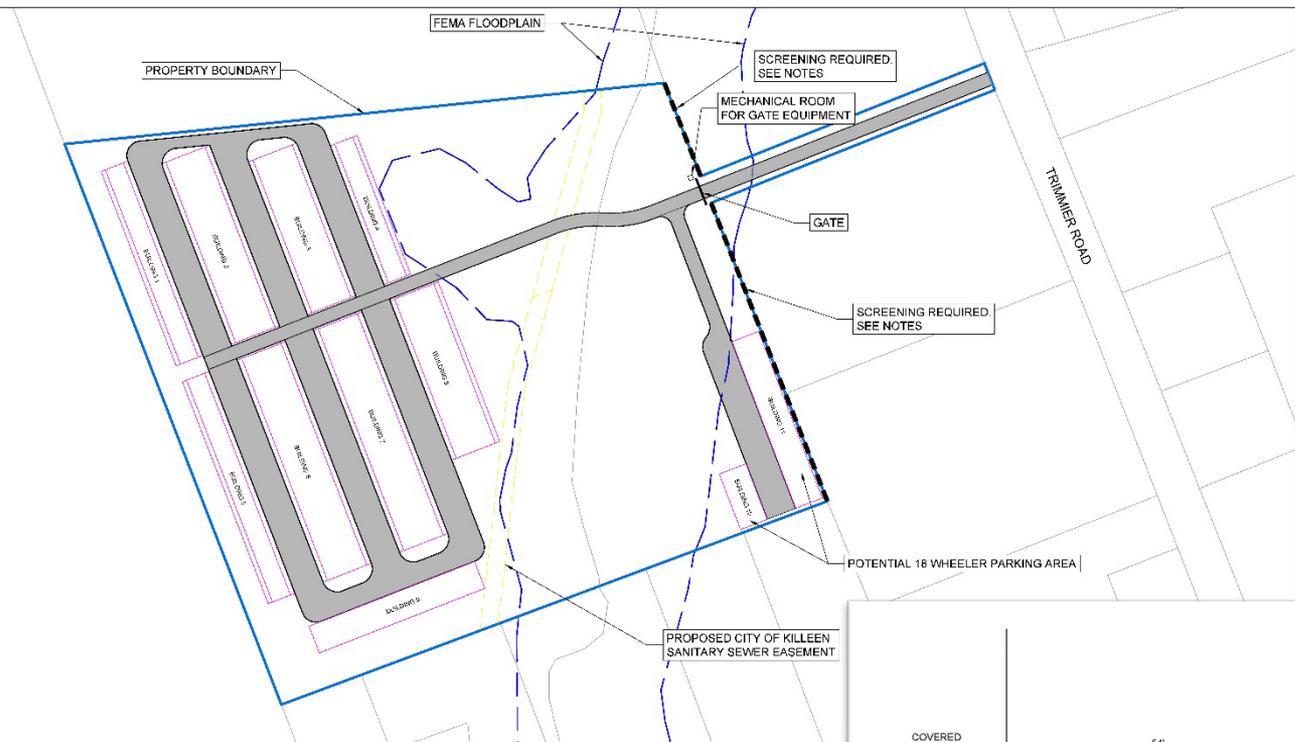
200' BUFFER - 18 PARCELS  
 400' BUFFER - 21 PARCELS

ZONING MAP  
 Council District: 3  
 0 150 300  
 Feet

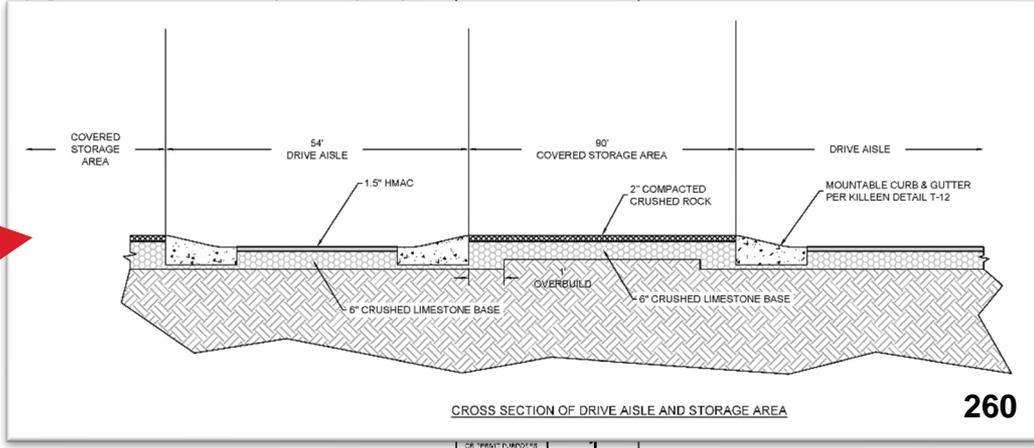
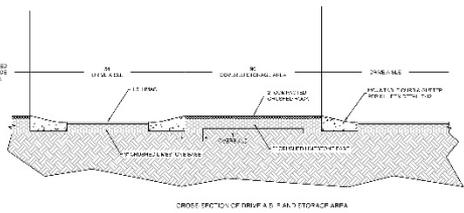
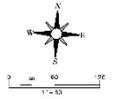
## Zoning Case 2022-41

A, AR-1 AND R-1 TO B-3 W/ CUP

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859  
 SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205



- NOTES:**
- STORAGE SHALL BE RESTRICTED TO RV'S, MOTOR COACHES, JOZALS, TRAILERS, ETC.
  - NO LANDSCAPE TREES OR OBSERVED VEHICLE STORAGE ALLOWED.
  - NO COVERED GATE STAYS AT THE FACILITY ALLOWED.
  - 1 FOOT 6 INCHS. ZELLY FENCE OR 1 FT. 6 INCHS. WOODEN CHAIRS.
  - FENCE SHALL BE BLENDED WITH SURROUNDING FLOODPLAIN.
  - AREAS NOTIFIED BY THE HEAVY EQUIPMENT, THE HEAVY EQUIPMENT SHALL BE SCREENED TO BE PLACED EVERY 25 FEET ALONG THE PERIMETER. THE SCREENING SHALL BE A MINIMUM OF 2' GAU GEET NOTICES AT THE TIME OF PLACEMENT.
  - ALL FENCING GATE SHALL BE INSTALLED FOR ACCESS.
  - LANDSCAPING AND FENCING SHALL BE LOCATED AT THE GATE.
  - TRAILERS SHALL HAVE UNIQUE COVERS TO ACCESS THE STORAGE PROPERTY.
  - A PORTION OF THE PROPERTY HAS THE OPTION TO PROVIDE FOR THE STORAGE.
  - ALL LIGHTS SHALL BE UNDERGROUND AND NOT OVERHEAD LIGHTS AND SPACED AT A MINIMUM OF 10 FEET.
  - THE PROPERTY SHALL INSTALL A PAVED DRIVE.



# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

10

View of the subject property looking west:



# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

11

View of the adjacent property to the northeast:



# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

12

View of the adjacent property to the east:



# Case #Z22-41: “A” & “AR-1” to “B-3” w/ CUP

13

View of the surrounding property to the east (across Trimmier Rd):



# Public Notification

- Staff notified twenty-one (21) surrounding property owners regarding this request.
- Of those notified, three (3) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and eight (8) property owners reside outside of Killeen.
- To date, staff has received no written responses regarding this request.



200' BUFFER - 18 PARCELS  
 400' BUFFER - 21 PARCELS

NOTIFICATION MAP  
 Council District: 3  
 0 150 300  
 Feet

## Zoning Case 2022-41

### A, AR-1 AND R-1 TO B-3 W/ CUP

Legend	Current Zoning	<span style="display: inline-block; width: 15px; height: 15px; background-color: #d9ead3; border: 1px solid black;"></span> A-R1	<span style="display: inline-block; width: 15px; height: 15px; background-color: #fff2cc; border: 1px solid black;"></span> R-1
		<span style="display: inline-block; width: 15px; height: 15px; background-color: #548235; border: 1px solid black;"></span> A	<span style="display: inline-block; width: 15px; height: 15px; background-color: #e74c3c; border: 1px solid black;"></span> B-3
			<span style="display: inline-block; width: 15px; height: 15px; background-color: #fff9c4; border: 1px solid black;"></span> SR-1

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, MH LABEL# PFS0616859 **266**  
 SN1 12401627A AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205

# Alternatives

16

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's request;
  - ❑ Approve the request as submitted by the applicant;
  - ❑ Approve the request with additional and/or amended conditions;
  - ❑ Approve the request as recommended by staff.

# Staff Findings

- ❑ **Killeen Code of Ordinances Sec. 31-487(a)** requires parking spaces and maneuvering areas be to paved with an all-weather surface.
- ❑ **Killeen Code of Ordinances Sec. 31-2** states that “all weather surface on privately owned property shall consist of portland cement concrete or an impervious bituminous surface over a compacted base or other surface approved by the building official. The parking surface must be capable of retaining paint or striping material.”

# Staff Recommendation

- Staff recommends approval of the applicant's request for "B-3" (Local Business District) with a Conditional Use Permit (CUP) for covered boat, recreational vehicle, and semi-truck storage, as described in the attached site plan and narrative, with the condition that all parking stalls and drive aisles be paved with an all-weather surface (asphalt or concrete) capable of retaining striping.

# Commission Recommendation

- At their regular meeting on August 15, 2022, the Planning and Zoning Commission recommended approval of the applicant's request, with the condition that all parking stalls and drive aisles be paved with an all-weather surface (asphalt or concrete) capable of retaining striping, by a vote of 8 to 0.



# City of Killeen

## Staff Report

File Number: DS-22-111

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# PLANNING & ZONING COMMISSION QUARTERLY UPDATE

DS-22-111

September 20, 2022

272

# Planning & Zoning Commission Briefing

2

- The Planning and Zoning Commission meets the first and third Monday of every month, barring holidays.
- The Commission begins its workshop at 4:00 p.m., followed by a regular meeting at 5:00 p.m.
- The last Quarterly Update was provided to the Council on June 21, 2022.
- Since that time, the Planning and Zoning Commission has conducted six (6) meetings.

# Planning & Zoning Commission Briefing

3

- Since June 21, 2022, the Commission has reviewed:
  - ▣ Three (3) Preliminary Plats;
  - ▣ One (1) Final Plat;
  - ▣ One (1) Future Land Use Map (FLUM) amendment requests;
  - ▣ Eleven (11) zoning requests;
  - ▣ One (1) amendment to the Code of Ordinances; and
  - ▣ City of Killeen Comprehensive Plan.

# Approved Plats

4

- 31 residential lots and 1 commercial lot has been Preliminary Platted:
  - ▣ All are within City limits.
  
- 1 commercial lot have been Final Platted:
  - ▣ All are within City limits.

# Approved Plats

5

- **Preliminary Plats:**
  - ▣ Lakeview Park Subdivision 5th Replat (18 residential lots)
  - ▣ McGregor Estates Phase Five (13 residential lots)
  - ▣ Killeen CF DTP Addition (1 commercial lot)
  
- **Final Plats:**
  - ▣ The Roost Addition Phase One (1 commercial lot)

# FLUM Amendment Requests

6

- One (1) FLUM amendment request:
  1. FLUM22-20: 19.027 acres from 'SR' to 'MFR' (Bunny Trail) – Postponed taking action as requested by applicant

# Zoning Requests

## □ Twelve (12) zoning requests:

1. Z22-29: 19.027 acres from “AR-1” to PUD (Bunny Trail) – Postponed taking action as requested by applicant
2. Z22-30: 1.313 acres from “B-5” to “B-C-1” (Clear Creek Road) – Recommended approval on 6/22
3. Z22-31: 7.400 acres from “R-1” to “R-2” (Mesa Verde Dr) – Recommended approval on 6/22
4. Z22-24: 390.72 acres from “A” to PUD (Stagecoach Road) – Recommended approval on 7/11
5. Z22-32: 0.91 acres from “B-5” to “B-C-1” (N 8th Street) – Recommended approval on 7/11
6. Z22-33: 0.44 acres from “M-1” to “R-MP” (S 38th Street) – Recommended approval on 7/11
7. Z22-36: 0.432 acres from “B-3” to “R-3F” (N 8th Street) – Recommended approval on 7/11
8. Z22-37: 0.16 acres from “B-3” to “R-3F” (N 10th Street) – Recommended approval on 7/11
9. Z22-39: 5.852 acres from “A-R1” to PUD (S Fort Hood Street) – Recommended approval w/ conditions on 7/18
10. Z22-40: 109.557 acres to amend PUD standards (S Fort Hood Street) – Recommended approval w/ conditions on 7/18
11. Z22-41: 20.75 acres from “AR-1” to “B-3” w/ CUP (Chaparral Road) – Recommended approval w/ conditions on 7/18

# Code Amendments

- One (1) amendments to the Code of Ordinances:
  1. Chapter 31 – expand the public notification requirements for FLUM amendments and zoning requests and establishing a criteria for FLUM amendment requests
  
- City of Killeen Comprehensive Plan – Recommended approval on 8/1

# Ongoing Work Efforts

9

- The Commission is also engaged in ongoing discussions regarding:
  - ▣ Proposed Amendments to Ch. 26 – Subdivisions:
    - Parkland Dedication Ordinance

# Questions/Comments

10

- The Planning and Zoning Commission will continue to do its part to facilitate Killeen's vision for the future and is looking forward to working with the Council, City staff and all citizens.
- I am available for any questions or comments that you may have.



# City of Killeen

## Staff Report

File Number: DS-22-112

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AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY OF KILLEEN CODE OF ORDINANCES BY ADDING ARTICLE IV, DIVISION 5, SECTIONS 26-128 THROUGH 26-165 ESTABLISHING PARKLAND DEDICATION AND DEVELOPMENT REQUIREMENTS AND ESTABLISHING FEES IN LIEU THEREOF; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City of Killeen has declared the application and enforcement of the City's subdivision and property development regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity, and general welfare of the City; and,

WHEREAS, it has been determined by the Supreme Court of Texas that a development regulation requiring the dedication and development of parkland, or paying a fee in lieu thereof, does bear a substantial relation to the health, safety, or general welfare of a community; and

WHEREAS, the City of Killeen finds and determines that the development of residential subdivisions and lots results in increased population, which, in turn, imposes increased demand upon the City's existing park system that would otherwise not occur but for the new development; and

WHEREAS, the City of Killeen finds and determines that in order to ensure that adequate parkland and related improvements are available to satisfy the increased need created by residential development, amendment to the City of Killeen's Code of Ordinances is necessary to establish a fair and reasonable method of providing for such additional parkland and improvements; and

WHEREAS, the City of Killeen hereby finds that the quantity and amount of the dedication, development, and fees associated with this ordinance are substantially related to satisfy the need for additional parkland and amenities and the same are roughly proportionate to the impact that residential development has on the City's park system based on the current level of service per dwelling unit existing in the City as of the effective date of this ordinance; and

WHEREAS, the City of Killeen finds that requiring parkland dedication, fees in lieu of such dedication and parkland development fees through the development process are necessary to provide for an unmet need and will benefit the health, safety and welfare of its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, THAT CHAPTER 26, ARTICLE IV OF THE CITY OF KILLEEN CODE OF ORDINANCES IS HEREBY AMENDED BY ADDING DIVISION 5 WHICH IS HEREBY ADOPTED TO READ AS FOLLOWS:

## CHAPTER 126. SUBDIVISIONS

### Article V. Public Parkland and Open Spaces

#### Division 1. Generally

##### Sec. 26-128. Purpose, Intent, and Authority.

- A. **Purpose.** The general purpose of this Article is to ensure that there is sufficient land dedicated or otherwise set aside, and resources for development, to meet the public demand for parks, trails, and open space that arises from population growth. In this way, when new growth and development occurs, a proportionate and reasonable contribution of land dedication, park development, fees in lieu of land conveyance or park development, or combination thereof, allows the parks, trails, and open space system to grow concurrently.
- B. **Intent.** The City intends to achieve these purposes to:
1. *Grow.* Grow the parks, trails, and open space system by:
    - a. Adding new publicly accessible property concurrent with growth and redevelopment and target level of service benchmarks as set out in the Parks Plan.
    - b. Ensuring good distribution of new parks, trails, and open space to improve the number of residences which are located within a ½-mile radius of a public park, trail, or open space property.
    - c. Providing for a comprehensive network of trails and supporting facilities which links parks, homes, schools, and other community destinations.
    - d. Preserving environmentally sensitive and ecologically diverse areas which can also be cross utilized for public use.
    - e. Establishing polices for the conveyance of property which meets the requirements of this Article.
  2. *Develop.* Develop and/or enhance parks and trails by:
    - a. Establishing public parkland and trail design considerations and criteria which ensures the development of durable and fiscally-maintainable park and trail facilities and amenities.
    - b. Requiring the development of new parks and trails which meet or exceed the attributes and building blocks of Complete Parks as defined in the Parks Plan.
    - c. Preserving and protecting existing trees and vegetation, floodplains, stream corridors, and other areas of environmental significance from adverse impacts of development.
  3. *Improve and Maintain.* Improve and maintain public parks and trails by:
    - a. Providing for flexibility regarding compliance with these requirements to allow opportunity for incremental improvements and contribution towards purposeful longer-term intensive capital investments within established Park Benefit Zones.
- C. **Authority.** This Article is enacted pursuant to the City's police powers existing under the City's charter and consistent with the Texas Constitution, Article XI, Section 5. It is hereby declared by the City Council that parks, trails, and open space are an essential part of the civic infrastructure and are necessary for the health, safety, and welfare of the public. The provisions of this Article shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Article. Guidelines may be developed by the Parks Director and approved the Recreation Services Advisory Board to implement and administer this division.

- D. **Findings of Fact; Compliance with the Parks Plan.** The City has adopted a Parks Plan which outlines the necessity for parkland dedication and the types of improvements deemed appropriate for the City. The plan has carefully assessed the deficiencies of the existing park system and impact created by new development and has established a dedication and/or cost requirement based upon individual dwelling units. The plan constitutes an individualized fact-based determination of the impact of new living units on the park and recreation system and establishes an exaction system designed to ensure that new living units bear their proportional share of the cost of providing park and recreation related services. The dedication and development of any parkland and the expenditure of any fees-in-lieu of dedication or development shall be in accordance with the purpose and intent of the Parks Plan of the City and this Article.

## Sec. 26-129. Applicability and Exceptions

- A. **Applicability.** This Article applies to all property within the City limits and the extraterritorial jurisdiction (ETJ), unless exempted by Section 26-129.B. This article applies to applications for which City approval is sought under the City's Subdivision Ordinance, as may be amended. Property owners or developers must comply with the parkland dedication and park development requirements set out in this Article.
- B. **Exceptions.** The requirements set out in this Article do not apply:
1. To the subdivision of nonresidential development.
  2. To subdivided lots which were previously subject to these requirements, provided that the new development does not increase in residential intensity.
  3. To subdivided lots within the ETJ platted per Division 4, Minor Plats.

## Secs. 29-130-134. Reserved

## Division 2. Parkland Dedication

### Sec. 26-135. General.

- A. **Generally.** A property owner/developer shall contribute a fair share to the growth of the parks and open space system as part of new development.
- B. **Forms of Contribution.** Contributions can be in the form of parkland dedication, fees in lieu thereof, or some combination of both.
- C. **Review and Acceptance.** Land proposed for dedication to the City under this division shall be reviewed by the Planning Director, recommended by the Parks Director, and approved by the Planning and Zoning Commission. Reviews and recommendations shall be based on the findings set out in this Article and the latest adopted version of the Parks Plan. The Parks Director shall also provide a quarterly update to the Recreation Services Advisory Board on accepted property per the requirements of Article.
- D. **Prior Dedication.** The City Manager shall have the authority to enter into a written agreement with a property owner to credit a gift of land, on a per-acre basis, to offset future parkland dedication requirements imposed on the same property owner for a subsequent, separate property being proposed for development. Donations submitted prior to the effective date of this Article shall not qualify for credit.

**Sec. 26-136. Parkland Dedication Fee Calculation.**

- A. **Generally.** The calculation for determining the acreage amount of parkland dedication shall be in conformance with this Section.
- B. **Calculation of Dedication Acreage.** The amount of land required to be dedicated for parkland shall be calculated at a rate of not less than five acres of parkland per 1,000 ultimate residents or an equivalent ratio thereof. The required acreage shall be rounded to the nearest one tenth. The following formula shall be used to determine the amount of parkland to be dedicated:

$$\frac{5 \times (\text{Number of Units}) \times (\text{Persons Per Unit})}{1,000} = \text{Acres to be dedicated}$$

The number of persons per unit shall be based on data compiled by the City. The City shall review and adjust the data as necessary. The following figures represent the average number of persons per unit by current density categories and shall be used to calculate parkland dedication:

Table 26.136A Parkland Dedication Required			
Development Type <sup>1</sup>	Representative Building Types	Persons per Unit <sup>2</sup>	Parkland Dedication
Single-Family/ Two-Family	Single-family detached and attached, manufactured homes, duplexes, etc.	2.99	1 acre per 67 dwelling units
Multi-Family	Triplexes, quadriplexes, apartments, etc.	2.60	1 acre per 77 dwelling units
<sup>1</sup> The development type is based on the intended number of families to be housed in the same building, irrespective of the construction (e.g., stick built, modular, etc.) or ownership type (e.g., fee simple, condominium, etc.) or configuration (e.g., independent or mixed-use). <sup>2</sup> Persons per unit numbers are based on the latest data for the City of Killeen on average household size for owner- and renter-occupied units (U.S. Census Bureau, 2019: ACS 1-Year Estimates Data Profiles).			

**Sec. 26-137. Criteria for Public Parkland Dedication**

- A. **Generally.** To ensure dedicated public property creates a foundation for future park development that adheres to Complete Park principles, as defined in the Parks Plan, adequate review of the location, size, access, connectivity, and visibility must be considered at the time of dedication.
- B. **Minimum Dedication Requirements.** Land dedicated for public parkland purposes shall consider the following:
  1. *Location.* Parkland shall be located, whenever possible, in a manner that is centrally located within the residential areas of the parcel proposed for development and to maximize protection of sensitive natural features like water bodies, watercourses, stands of mature trees, and scenic views.
  2. *Size.* Parkland shall be a minimum of three contiguous acres in size and of suitable width, depth, and topography to permit the construction of a neighborhood park in conformance with the standards set out in subsection 26-147.C, *Minimum Development Requirements*, of this Article.
  3. *Access.* Parkland shall be easily accessible for the public in a manner that serves the greatest number of pedestrian and/or bicycle users without having to cross an arterial roadway.
  4. *Connectivity.* Parkland shall be oriented in a way that maximizes internal pedestrian and bicycle connectivity to residential areas and to other off-site connections like the greenway system.

5. *Visibility.* Parkland shall be oriented in a manner that is clearly visible to public safety vehicles and the abutting neighborhood residents and other passersby. The front facades of residences should be oriented to face the park on all sides.

**C. Unsuitable Land.** The following physical land characteristics are considered unsuitable for public parkland dedication unless the Parks Director finds that the land has recreational value that warrants its acceptance as public parkland or open space and is consistent with the Parks Plan. This includes drainage ditches, detention or retention ponds (unless designed with recreational facilities, amenities, and site furnishings); narrow strips of land (unless a minimum of 20 ft. in width and used to maximize pedestrian and bicycle connectivity), steep slopes equal to or greater than 15% (unless located along a watercourse or other acceptable special area), powerline easements (unless approval has been received to construct a connecting trail segment), other easements or environmental hazards which may restrict the City’s ability to construct park improvements, and any other areas which may not provide for conducive use of recreational areas.

**D. Off-Site Dedication.** Land proposed for dedication that is off-site from the parcel being proposed for development that is requiring it, shall be located in the same park benefit zone. Off-site land dedications shall be sized 20 percent larger than the required minimum land dedication and shall not be less than 10 acres. Each site shall meet the same standards as sites located within the parcel proposed for development and shall be conveyed to the City as set out herein.

**Sec. 26-138. Parkland Dedication Fees-In-Lieu.**

**A. Generally.** The City may require, or the property owner/developer may choose, to pay a cash fee for the City purchase of off-site parkland in lieu of all or part of the dedication of on-site parkland in accordance with this Section.

**B. Dedication Fees-In-Lieu.** The fee-in-lieu amount is established at \$50,000 per acre, or a portion thereof. This value is based on the amount of money that would have been otherwise used to purchase land to dedicate to the City.

1. *Fee Calculation.* The fee-in-lieu of parkland dedication is based upon the fair market value of the land that is developable for single-family, two-family, or multi-family use, and that would otherwise be required to be dedicated as public parkland for the parcel proposed for development, including all utilities extended to and through the property and situated outside of the 100-year floodplain. The amount of fees-in-lieu of parkland shall be based on the following formula:  $(A \times V) = M$ , where:

- a.  $A$  = the area of land required for dedication as determined in Sec. 26-136., *Parkland Dedication Fee Calculation*
- b.  $V$  = \$50,000 per acre
- c.  $M$  = the number of dollars to be paid in lieu of the parkland dedication requirement

Table 26.138 Parkland Dedication Fee-in-Lieu	
Gross Density per Residential Development (Dwelling Units per Acre)	Park Development Fee per Unit <sup>1</sup>
Single-Family/Two-Family Units (2.99 persons per unit)	\$750
Multi-Family Units (2.60 persons per unit)	\$650
<sup>1</sup> Numbers rounded up to the nearest 10.	

2. **Alternate Fee.** The price per acre for fair market value may be modified upon submittal of an alternate appraisal by an independent appraiser approved by the City utilizing a comparable sales method to value the fair market value of the net acreage of the tract. The alternate appraisal is the responsibility of the property owner/developer and may not be more than four months old.

C. **Required Payment.** Fees-in-lieu may be required by the City for development within the City limits or ETJ if the proposed required dedication is less than three acres in size or if the City otherwise determines that the fees-in-lieu thereof better serve the park, trail, and open space needs of the Killeen community and the intent of the Parks Plan (see also Section 26-158).

Secs. 26-139-144. Reserved.

### Division 3. Park Development

#### Sec. 26-145. General.

A. **Generally.** In addition to the dedication and conveyance of public parkland, the property owner/developer shall bear a proportional cost of parkland improvements needed to serve new growth. This may occur through a cash payment to the City’s Park Benefit Fund, or through constructing park and trail facilities and amenities as set out in this Division and other applicable provisions of this Article. The design specifications are intended to ensure that the proposed improvements adequately meet the purposes and intent set out in this Article.

B. **Forms of Contribution.** Contributions can be in the form of park development, fees in lieu thereof, or some combination of both.

C. **County Applicability.** Unless otherwise authorized by a park development agreement between the jurisdictions and the property owner/developer, parcels proposed for development within the City’s extraterritorial jurisdiction shall either pay a park development fee or construct the required public amenities.

#### Sec. 26-146. Park Development Fee Calculation

A. **Generally.** The Park Development Fee is calculated at a rate of not less than \$250,000 per acre of park development.

B. **Calculation of Development Fee.** The following fee rates are calculated based on the expected persons per unit consistent with Table 26.136A, *Parkland Dedication Required*, of this Article.

Table 26.146 Park Development Fee	
Gross Density per Residential Development (Dwelling Units per Acre)	Park Development Fee per Unit
Single-Family/Two-Family Units (2.99 persons per unit)	\$450
Multi-Family Units (2.60 persons per unit)	\$250

C. **Development Fee Credits.** Privately owned park properties may receive up to 100 percent credit towards fulfilling the requirements of the Park Development Fee, provided that the Parks Director approves the proposed

design, specification, and construction in conformance with Section 26-147, *Criteria for Parkland Development*, and other applicable sections of this Article.

## Sec. 26-147. Criteria for Parkland Development

- A. **Generally.** A property owner/developer may propose to develop public parkland in whole or part rather than paying the Park Development Fee.
- B. **Applicability.** This Division only applies to parkland being dedicated to the City as public parkland or privately owned parkland that is being used as credits toward meeting the Park Development Fee.
- C. **Minimum Development Requirements.**
1. *Design, Specification and Construction.* Design, specification, and construction of the improvements shall be subject to review and approval by the City and shall be in conformance with the Complete Park principles set out in the Parks Plan so that parkland design is purposeful regarding accessibility, safety and level of comfort, sociability, activation, and future maintenance.
  2. *Special Design Considerations for Private Pocket Parks.* The inclusion of privately owned pocket parks to offset parkland dedication and development fee requirements shall conform to the following:
    - a. Each pocket park shall be centrally located within every phase of a parcel proposed for development so that all lots or units are located no greater than ¼-mile from the edge of a privately-owned pocket park, or other privately owned/public parkland. The ¼-mile distance shall be measured using walking distance along sidewalks and trails.
    - b. The pocket park shall take access from a local street and be no smaller than the average lot size of the lots platted in that phase of the subdivision, or ½-acre, whichever is larger.
    - c. At a minimum, the pocket park shall include an ADA-compliant loop trail and connection to the sidewalk, a shaded children's play area (ages 2-12), swings, a shade pavilion with a minimum of one picnic table, social seating, fitness activity, and other site furnishing typical of a pocket park.
    - d. In addition, each pocket park shall include at least one of the following: mini-sports court, community garden, open grass play area, enclosed off-lease area for dogs, or other amenity approved by the Parks Director.
  3. *Special Design Considerations for Public or Private Neighborhood Parks.* The inclusion of privately owned neighborhood parks to offset parkland dedication and development fee requirements shall conform to the following:
    - a. Each neighborhood park shall be centrally located within the parcel proposed for development to maximize access to as many residents as possible.
    - b. The neighborhood park shall take access from local or collector street and be no smaller than three acres in size.
    - c. At a minimum, the neighborhood park shall include the same minimum requirements as a pocket park, as defined in subsections C.2.c. and C.2.d., above.
    - d. In addition, each neighborhood park shall include three of the following additional amenities: neighborhood serving pool, full sports court or field, community garden, enclosed off-lease area for dogs, shaded picnic pavilion with at least two picnic tables, or other neighborhood-scaled amenity approved by the Parks Director.
  4. *Special Design Considerations for Public or Private Trail Development.* When a parcel proposed for development includes a thoroughfare or greenway trail, as identified on the Killeen Future Trail Segments Map of the Killeen Parks Plan, or trail development in general, the property owner/developer shall be

responsible for constructing and extending the trail segments across the property, as may be applicable.

The placement, construction, and dedication of trails shall comply with the following:

- a. For greenway trails located in floodplains, this requires dedication of the property to the City and construction of the trail to City specifications.
  - b. For thoroughfare trails (i.e., oversized sidewalks along priority corridors to facilitate citywide recreational and transportation connections), this requires construction to City specifications and dedication as part of future right-of-way.
  - c. This also requires the placement and construction of appropriate neighborhood connector trails throughout the parcel proposed for development so that adequate access is provided to the greenway and thoroughfare trail system. These connectors shall be protected by permanent 20-foot access easements.
  - d. When a parcel proposed for development abuts off-site floodplain which is identified as a priority trail corridor, the property owner/developer shall ensure connection to the off-site greenway trail corridor by dedicating one or more 20-foot access easements which provide access to the property.
  - e. In no instance may a property owner/developer prohibit, through the use of subdivision of lots or other improvements, the future development of the City's regional greenway trail system.
  - f. Areas within the parcel proposed for development which include connector trails to the City's existing or proposed greenway system shall be owned and managed in perpetuity as part of common property of a property owners association, or dedicated, as may be set out in the Park Development Agreement.
  - g. All trail development used to meet the requirements of these regulations shall be developed per the cross-sections set out in the Parks Plan and other City specifications and have a 20-foot minimum public access easement based on the centerline of the trail.
  - h. At a minimum, all trails need to include site furnishings. When not provided elsewhere within the parcel proposed for development, the trail system shall be further amenitized meeting the same minimum requirements as a pocket park, as defined in subsections C.2.c. and C.2.d., above.
5. *Timing.* Construction of the infrastructure, facilities, and amenities for the portion required for the final plat(s) approval must be completed within the time period prescribed in the park development agreement; or, within three (3) years of the City's approval of the first final plat of the subdivision, when the applicant has not entered into a park development agreement.

Secs. 26-148-150. Reserved.

## Division 4. Alternate Compliance

### Sec. 26-151. Alternate Parkland Dedication and Development Options.

- A. Generally.** Alternate compliance credits are allowed to provide the property owner/developer flexibility in determining how to meet the minimum parkland dedication requirements. These credit allowances provide options for meeting the minimum acreage requirements for parkland dedication as they strongly help to achieve the goals and intent of the Parks Plan.
- B. Alternate Compliance Options.** Up to a maximum of 100% of the parkland dedication requirements may be fulfilled by alternate compliance options provided that they meet the standards set out in this Article.

**Table 26.136B Dedication Credit Offsets**

Criterion	Maximum Credit(s)
Private Pocket Park <sup>1, 5</sup> within a ¼-mile of all units	75%
Private Neighborhood Park <sup>1, 4, 5</sup>	75%
Integrated KISD Elementary/Middle School site with an associated joint use school park <sup>2, 4, 5</sup>	100%
Dedication of floodplain with greenway trail development <sup>1, 3, 4</sup>	100%
Private Trail connectivity and development <sup>1, 4, 6</sup>	100%
<p><sup>1</sup> Requires the parcel proposed for development to have a perpetual property owners association (POA) with covenants, conditions, and restrictions (CCRs) acceptable to the City at the time of subdivision. See also parkland improvement provisions set out in Division 3, Parkland Development.</p> <p><sup>2</sup> Requires an executed joint use agreement between the City and KISD for the applicable integrated school park property.</p> <p><sup>3</sup> Requires dedication of 100-year floodplain areas, if applicable and as delineated at the time of platting, which are located in a proposed greenway trail corridor as identified on the Killeen Future Trail Segments Map of the Killeen Parks Plan. An additional 20-foot corridor for maintenance and trail access beyond the limits of the 100-year floodplain shall be required to receive this credit.</p> <p><sup>4</sup> A minimum of 50% of the abutting lots or units (including those facing from across the street) shall front the parkland. For dedicated parkland along watercourses or waterbodies, this 50% requirement may also be met through the establishment of single loaded streets where both the parkland and lots or units front the street.</p> <p><sup>5</sup> Requires the private development of a new pocket or neighborhood park(s), or contribution of park improvements to a development-integrated joint use school park in association with KISD.</p> <p><sup>6</sup> Provides credit allowances for the development of a connected trail system. Areas may be counted where trails and abutting land is dedicated to the City or is owned and maintained by a POA.</p>	

Secs. 26-152-154. Reserved.

## Division 5. Administration

### Sec. 26-155. General.

- A. **Generally.** These parkland dedication and development regulations shall be overseen by the Parks Director in conformance with this Division, other applicable sections of this Article and other provisions set out in the City's Code of Ordinances.
- B. **No Implied Limitation.** The provisions of this Article shall not be a limitation regarding the conduct of the Council, boards, commissions, or City staff where additional responsibilities or authority are set out elsewhere in these regulations, the City's Code of Ordinances, or through policies adopted by the City Council, or a board or commission approved by the City Council.
- C. **Delegation of Duties.** Assigned City staff decision-makers may delegate duties to other City staff to perform such functions and duties as may be required by these regulations; provided that such delegation is to other City staff or outside entities which are technically proficient to undertake such duties. Such designation does not relieve the decision-makers of overall responsibility for any final action, report, recommendation or additional duty described in these regulations.

### Sec. 26-156. Park Benefit Zone.

- A. **Generally.** All dedication of parkland and improvements, or fees-in-lieu thereof, must be applied within the same Park Benefit Zone. This is to ensure that property dedicated and money collected directly benefits the residents of those same geographic areas.
- B. **Park Benefit Zone Map.** A “Park Benefit Zone Map” is set out in the Parks Plan. It identifies different zones in which the parkland dedication and development fees-in-lieu are to be collected and spent. The purpose of this map is to create a clear nexus between the fees collected and benefits received based on defined geographic subareas.

### Sec. 26-157. Park Benefit Fund.

- A. **Generally.** The City shall reserve all fee-in-lieu of payments and any accrued interest from the fee-in-lieu of parkland dedication or fee-in-lieu of parkland development in a separate account from the general funds of the City. This fund shall be known as the Park Benefit Fund.
- B. **Record of Deposits/Expenditures.** The City shall deposit and maintain records of collections and expenditures of the Park Benefit Fund.
- C. **Use of funds.** Monies placed in the Park Benefit Fund shall be used in the same Park Benefit Zone as set out in this subsection.
  - 1. **Expenditure of Funds.** Monies may be expended from this fund only for the following:
    - a. The purchase, lease, or other acquisition of parkland;
    - b. The improvement, preparation, and construction of infrastructure and facilities on parkland;
    - c. The installation of utilities and connections to parkland sites;
    - d. The construction of any facility or amenity that further enhances existing or new parkland in conformance with Complete Park principles as set out in the Parks Plan; or
    - e. The associated planning and/or engineering costs associated with the planning, design, and construction of parkland sites and other items set out in this subsection.
  - 2. **Timing.** Any funds paid in lieu of land or the development of land, must be expended by the City within seven years after the filing of the final plat or the filing of the final plat of each phase or section of the contributing subdivision, if a phased development. Such funds shall be spent on a first-in, first-out basis for each Park Benefit Zone. If not so expended, the owner(s) of the property on the last day of such period may request, in writing, to receive a pro rata refund of such sum, computed on a square footage of area basis. Any written requests after one year from the last day of the period shall be barred.

### Sec. 26-158. Dedication and Development Procedures.

- A. **Generally.** Public parkland and improvements on parcels proposed for development shall be processed in conformance with the provisions of this Article and other applicable procedures of the City’s Code of Ordinances.
- B. **Procedures.**
  - 1. **Pre-Application.** While not required, it is recommended that the property owner/developer consult with the Parks Director to discuss options for conformance with this Article prior to submittal of an application.

2. *Application.* On a form provided by the Parks Director, the property owner/developer shall submit with the subdivision application a proposal identifying conformance with the provisions of this Article.
3. *Platting.* Conformance with this Article requires platting as set out in the Subdivision Ordinance of the City's Code of Ordinances. Concurrence review and acceptance by the Parks Director is required prior to being placed on the agenda of the Planning and Zoning Commission.
4. *Phasing.* Dedication and conveyance of public parkland may be provided in phases in accordance with the approved preliminary plat; provided that the dedication for each phase meets or exceeds the parkland dedication requirements of this Article for that phase of development. The Planning Director is authorized to allow phasing of parkland dedication below the requirement for each phase of development if the Parks Director finds the proposed phasing of the ultimate dedication meets or exceeds the requirements of this Article and provides a more effective means serving the residents of Killeen community.
5. *Developer's Warranty.* Prior to the City accepting the dedication and conveyance of any public parkland, the property owner/developer shall submit in writing that the land to be dedicated to the City as public parkland is: free of fill material (unless the Parks Director and the City Engineer approve of the placement of fill material in writing); free of construction debris or other refuse; free of any physical disturbance, including soil excavation, site grading, or removal or damage to vegetation (unless the Parks Director and the City Engineer approve of such physical disturbance in writing); free of any easements or other dedications, encumbrances, restrictions, or title defects not approved in writing by the Planning Director; and free of all hazardous substances and underground storage tanks.
6. *Park Development Agreement.* In order to ensure the fulfillment of the agreed to proposed public and/or privately-owned park improvements, the City shall require the property owner/developer to enter into a written Park Development Agreement with the City establish the terms of development.
7. *Timing of Improvements.* The developer shall complete all required improvements as set out below, including as may be phased as set out in subsection 126-158, B.4., above.
  - a. *Public.* The developer shall complete all public improvements (e.g., utility extensions, sidewalks, trails, facilities, amenities, and site furnishings) as set out in the Park Development Agreement or post fiscal security in the amount of 110 percent of the estimated cost of the public improvements prior to dedication or conveyance of the parkland. The form of the fiscal security shall be approved by the City Engineer.
  - b. *Private.* The developer shall complete all private improvements, if applicable, as set out in the Park Development Agreement or prior to the issuance of a certificate of occupancy for any individual lot or unit subject to these requirements.
8. *Conveyance Requirements.* The property owner/developer shall provide the following prior to or at the same time as plat recordation.
  - a. Acceptable evidence of clear title.
  - b. A land title survey prepared by a Texas registered professional licensed surveyor sealed no earlier than the 120th day before the conveyance of the public parkland of the City.
  - c. A certified tax certificate showing full payment of all due taxes.
  - d. The property owner/developer shall pay all costs of transferring title of the parkland to the City, including charges or fees collected by the title company and all other fees associated with curing all encumbrances or exceptions to the title that preclude the land's use as public parkland.

9. **Development Compliance.** Prior to the final acceptance of the public improvements by the City, the owner/developer shall provide proof of construction costs of all improvements through certified construction bids and invoices. In the event the owner/developer does not expend the total amount as defined in the Park Development Agreement, the owner/developer shall be entitled to any cost savings, provided that the improvements still meet the intent and standards set out in this Article and other applicable provisions.
  10. **Fee Payment.** All fees-in-lieu thereof required by this Article shall be paid prior to the recording the final plat.
- C. **Additional Units.** If the actual number of completed dwelling units exceed the quantity on which the dedication and improvement calculations were based, the property owner/developer is required to make up the difference by paying fees in lieu thereof as required by the City.
- D. **Recording.** Land proposed for dedication as public parkland shall be designated on the preliminary and final plat and shown as "Parkland dedicated to the City of Killeen," with the perimeter dimensions and acreage denoted. All land designated as parkland shall be included in a separate reserve area, or multiple reserve areas, that are shown on the plat.

### Sec. 26-159. Decision-Making.

- A. **Generally.** Administrative and discretionary decision-making on applications for parcels proposed for development that require parkland dedication and development shall comply with this Section.
- B. **Criteria for Decision-Making.** Decision-making shall find conformance with all of the following.
1. **Conformance with the Parks Plan.** Does the proposal meet the intent of the City's Parks Plan and commensurately contribute its fair share towards improving the City's overall level of service?
  2. **Conformance with the Comprehensive Plan.** Does the proposal meet the intent of the City's overall Comprehensive Plan?
  3. **Conformance with Complete Park Principles.** Does the proposal adhere to the City's Complete Park principles?
  4. **Conformance with Other Applicable Provisions.** Does the proposal conform to the other applicable rules and regulations set out by local, state, and federal law, as may be apparent at the time of decision-making?
- C. **Right to Accept/Reject Land.** The City retains full rights to accept or reject all offers of dedicated parkland deemed not suitable under the criteria set out for decision-making. Rejection of proposed dedicated land means that the property owner/developer shall be required to meet the minimum parkland dedication requirements using the fees-in-lieu-of section of this Article. The decision to require fees-in-lieu instead of dedication shall be made prior to approval of the preliminary plat.
- D. **Right to Accept/Reject Proposed Improvements.** The City retains full rights to accept or reject proposed park improvements that are deemed not suitable under the criteria set out for decision-making. Rejection of proposed park improvements means that the property owner/developer shall be required to meet park development fee requirements using the fees-in-lieu-of section of this Article. The decision to require fees-in-lieu instead of park improvement shall be made prior to approval of the preliminary plat.

### Sec. 26-160. Fees Evaluation.

- A. **Generally.** The fees set out in this Article may be evaluated on an annual basis by the Recreation Services Advisory Board.
- B. **Amendment.** Recommended fee amendments shall be forwarded to the City Council for consideration of approval. Changes in fees only apply to new subdivisions approved after the date of the amendment and shall not be retroactive.

### Sec. 26-161. Appeals.

- A. **Generally.** A property owner/developer may appeal the decisions related to the enforcement of these provisions to the City Council.
- B. **Timing of Appeal.** A notice to appeal shall be filed with the City Manager within 10 calendar days from the date of the decision or action.

### Sec. 26-162. Definitions.

- A. **Generally.** For the purposes of these regulations, the words and terms used herein shall be interpreted as set out in this Section.
- B. **Definitions.** The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
  - 1. *Application* means a written request and submission of materials for an approval as required by these regulations.
  - 2. *Covenants, Conditions, and Restrictions (CCRs)* means a restriction on the use or development of land, which requires affirmative actions to be performed, that is set forth in a recorded agreement, and runs with the land in favor of future owners of the property and which cannot be defeated or eliminated without the express written consent of the City Council.
  - 3. *Easement* means an area for restricted use on private property upon which the City or a public utility has the right to remove and keep removed all or part of any buildings, fences, trees, shrubs and other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within said easements. The City and public utilities shall, at all times, have the right of ingress and egress to and from and upon easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of their respective systems without the necessity at any time of procuring the permission of anyone.
  - 4. *Extraterritorial Jurisdiction (ETJ)* means the area of land adjacent to the City limits which through the authorities provided by state law allows the City to extend some regulatory provisions into the unincorporated area as a means to protect the general health, safety, and welfare of persons residing in and adjacent to the City, and to provide the City with some control over its growth area as set out in §42.021 of the Texas Local Government Code.
  - 5. *Nonresidential* means any use, building or structure (or portion of a building or structure) occupied or intended to be occupied, in whole or in part, for a use other than a residential dwelling unit.

6. *Parcel Proposed for Development* means any legally described parcel of land which is designated by the property owner/developer as land to be used or developed as a single unit, including phasing, or which has been developed as a unit as determined by the Planning Director. Parcels proposed for development oftentimes go through the subdivision process to create individual lots.
7. *Park Benefit Zone* means each zone shown on the map or series of maps entitled "Park Benefit Zones," adopted by the City Council as part of the adoption of the Parks Plan.
8. *Park Development Agreement*. A park development agreement is a legally binding contract between a property owner or developer and the City which details special terms of agreement which are authorized, but not fully specified in the regulatory text. This provides the property owner/developer with flexibility in meeting the terms and conditions of the regulations yet provides the City with the specificity needed to determine conformance with the purpose and intent of the provisions authorizing it. The legally binding contract provides the City with a mechanism to enforce the specifications of future improvements which will occur much later after the decisions have been made.
9. *Parks Director* means the City's Executive Director of Recreation Services, or similar title, as may be amended from time to time.
10. *Parkland* means parks, trails, and other areas for public recreational use.
11. *Parkland Dedication* means the commitment of property interest from a private entity to a public entity for a public purpose.
12. *Park Benefit Fund* means the dedicated account established for fees collected in lieu parkland dedication and development.
13. *Parks Plan* means the City's adopted Parks and Open Space Master Plan, as may be amended from time to time.
14. *Planning Director* means the City's Director of Planning or similar title, as may be amended from time to time.
15. *Property Owners' Association* means an incorporated nonprofit organization operating under recorded land agreements through which:
  - a. Each lot, unit, or home or business owner in a development (or other described land area) is automatically a member;
  - b. Each lot, unit, or homeowner or business owner is automatically subject to a charge for a proportionate share of the expense of the organization's activities (e.g., maintaining open space, common open space, or other commonly owned property such as entrance monuments and landscaping); and
  - c. The charge, if unpaid, becomes a lien against the property.

Property owners' associations may also be called such things as "community associations," "condominium associations," "homeowner associations," "neighborhood associations," etc.
16. *Residential* means any use, building or structure (or portion of a building or structure) that contain habitable rooms for non-transient occupancy. Residential uses are typically contained within single-family, two-family, and multi-family dwelling units. The term "residential" is separate and distinct from "hotel / lodging and other overnight accommodations."
17. *Site Furnishings*. Site furnishings mean benches, trash receptacles, bike racks, landscape beds, and signage.

18. *Subdivision Ordinance* means the Subdivisions and Property Developments regulations set out in Chapter 26 of the City's Code of Ordinances.
  19. *Waterbody* means any watercourse, lake, or pond that is defined by a bank or shore, in which water can be found on a year-round basis.
  20. *Watercourse* means a stream channel (perennial, intermittent, mapped, or unmapped) with banks and a bed within which water regularly flows.
- C. **Terms and Words Not Expressly Defined.** The words, terms, and phrases that are defined in this Division are those having a meaning unique to the purposes of these regulations. All words, terms, and phrases not expressly defined in this Division, are to be construed in accordance to adopted ordinances, codes, or standards of the City, or according to the customary meaning and usage of such word, term, or phrase.

Secs. 26-163-165. Reserved.

DRAFT



# PARKLAND DEDICATION & DEVELOPMENT ORDINANCE

DS-22-112

September 20, 2022

298

# Parks & Open Space Master Plan

2

- The City's Parks & Open Space Master Plan was Adopted on February 8, 2022
- The Plan calls for finalization and adoption of a parkland dedication and development ordinance within 2022.

# Parkland Needs as Growth Occurs

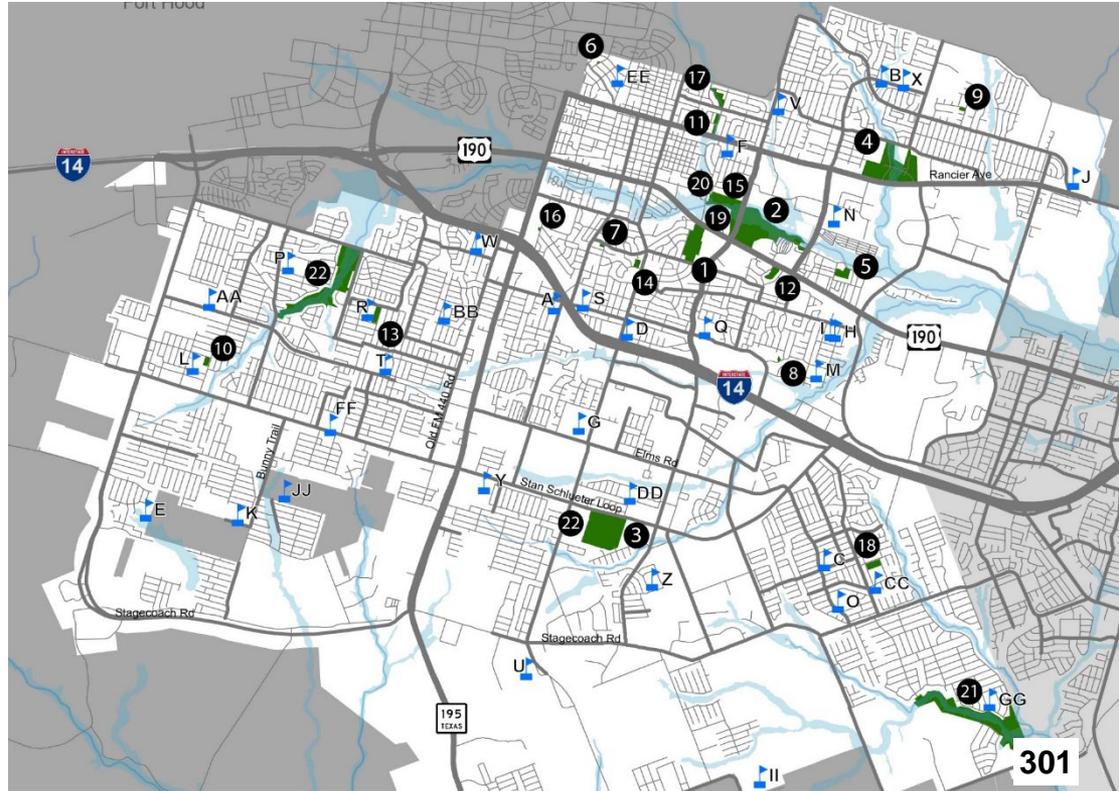
TARGET YEAR	EXISTING ACREAGE	CURRENT LEVEL OF SERVICE (AC. PER 1,000 RESIDENTS <sup>1</sup> )	TARGET LEVEL OF SERVICE (AC. PER 1,000 RESIDENTS <sup>1</sup> )	TARGET ACREAGE	SURPLUS / DEFICIT ACREAGE	PERCENT OF NEED MET (2020)
2020	254.3	1.7	5.0 ac.	764.1	509.8 ac. deficit	33%
2025	254.3	1.6	5.0 ac.	813.1	558.8 ac. deficit	31%
2030	254.3	1.5	5.0 ac.	862.1	607.8 ac. deficit	29%

# Parks System Today

4

- Community Parks = 207 ac.
  - Neighborhood Parks = 47.3 ac.
  - Special Use Parks = 4.7 ac.
  - Linear Parks = 249.6 ac.
- Total = 508.6 ac.**

Council District 1: 10 parks  
Council District 2: 6 parks  
Council District 3: 7 parks  
Council District 4: 3 parks



# Parkland Dedication & Development Ordinance

5

- Components of a Parkland Dedication & Development Ordinance:
  - ▣ Land Dedication (or fee-in-lieu of dedication); and
  - ▣ Park Development

# Parkland Dedication & Development Ordinance

6

- ❑ The framework of the ordinance provides landowners/private developers with flexibility in determining which option best suits their development needs, subject to established City requirements set out in the ordinance and city policy.
  
- ❑ Potential Options:
  - Dedicate the land, develop the park, turn it over to the City for permanent maintenance;
  - Develop semi-public parks and trails to be maintained by the HOA ;
  - Pay fees-in-thereof for the City to use on parks in the same Park Benefit Zone; or
  - Combination of multiple options.

# Process & Community Engagement

7

- Three (3) Stakeholder Meetings regarding the Parkland Dedication & Development ordinance:
  - ▣ January 15, 2021
  - ▣ July 8, 2022
  - ▣ July 22, 2022
  
- Planning & Zoning Commission Work Session: August 15, 2022

# Next Steps

8

- Staff is seeking direction from Council regarding next steps for adoption of the proposed Parkland Dedication and Development Ordinance.



# City of Killeen

## Staff Report

File Number: DS-22-113

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# City of Killeen

## Staff Report

**File Number: RQ-22-029**

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1	City Council Workshop	09/06/2022	Reviewed and Referred	City Council Workshop	09/20/2022
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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA** (Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): RAMON ALVAREZ

Date: 8/18/2022

Problem/Issue/Idea Name for Agenda:

REINSTATEMENT OF THE REQUIRED LANDSCAPING ORDINANCE FOR  
COMMERCIAL PROPERTY(S).

Description of Problem/Issue/Idea:

I am unsure of when or how this occurred but it has been brought to my attention that the ordinance for required  
landscaping for any commercial property was left out during the most recent code update.  
I believe it is imperative that this be rectified, be reinstated and include a clause addressing  
any gap that occurred while the ordinance was removed in error.

Requested Action:

I request that staff bring back the previous ordinance that was in place for required landscaping at  
a commercial property. This may be a good opportunity to also rectify the loophole in the ordinance  
that allows for businesses to trade the required trees for shrubs and/or place the majority  
of their required landscaping behind the building(s) out of public view.



# City of Killeen

## Staff Report

**File Number: RQ-22-030**

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1	City Council Workshop	09/06/2022	Reviewed and Referred	City Council Workshop	09/20/2022
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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA** (Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): RAMON ALVAREZ

Date: 8/18/2022

Problem/Issue/Idea Name for Agenda:

BACKYARD HENS ORDINANCE

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Description of Problem/Issue/Idea:

Several residents have approached me with an issue regarding the access to home grown food items, namely eggs, especially in the North Killeen area where they're experiencing a food desert. It was also brought to my attention that Killeen is one of the only cities in the area without such an ordinance. I believe the creation of such an ordinance would not only satisfy the needs of our residents, but also provide an outlet for mental health. I believe the benefits far outweigh any misnomers that may exist.

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Requested Action:

I would request staff to look at our neighboring cities and their backyard hens ordinances and develop such an ordinance allowing for a maximum of six (6) hens per residential lot (no roosters). I would expect this draft ordinance to contain parameters to ensure the health and safety of surrounding neighbors and such that any coop would not create an unsanitary condition and be well kept. I prefer the City of Copperas Cove's ordinance but believe a combination of them may be best for Killeen.

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# City of Killeen

## Staff Report

File Number: RQ-22-032

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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s). Councilman Michael Boyd

Date: September 2, 2022

Problem/Issue/Idea Name for Agenda:

Lack of Informative Signage

Description of Problem/Issue/Idea:

There are 3 “gateways” into the City of Killeen. The City currently has one (1) welcome sign located at its south entrance, alongside Highway 195. A welcome sign no longer exists at the east entrance alongside Interstate 14, nor has a welcome sign been re-established at the west entrance. Additionally, citizens are regularly unaware of whom their local government representatives are as well as councilmember Districts. The City also lacks dedicated electronic signage to communicate events, closures, news, alerts, election information, etc.

Requested Action:

Consider establishing welcome signs along Interstate 14 at both east and west entrances. Consider establishing 2 to 4 road signs displaying councilmember names/designation at strategic locations in Killeen. Consider establishing a limited number of Councilmember district boundary signs in strategic locations. Consider establishing dedicated electronic signage to communicate pertinent City information.



# City of Killeen

## Staff Report

File Number: RQ-22-033

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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s). Councilman Michael Boyd

Date: September 2, 2022

Problem/Issue/Idea Name for Agenda:

Fort Hood Regional Economic Development Foundation Branding Strategy Request

Description of Problem/Issue/Idea:

The Killeen community possibly suffers from a poor reputation locally, around the state and across the nation. Local issues, both new and resolved, are often exacerbated, and sustained by the local newspaper. Shortcomings at Fort Hood are regularly bundled into the Killeen narrative. Social media is utilized to misrepresent our image. Our strength and progress as a community is modestly celebrated. These cycles can have a negative impact on economic development opportunities and public perception; potentially deeming our community as undesirable. Conversely, the Killeen community is vibrant and dynamic, boasting diversity, affordability, productivity, and a strong workforce. Killeen could stand to benefit from collaborating on a rebranding strategy to counter the common narrative of our community.

Requested Action:

Consider collaborating with the Fort Hood Regional Economic Development Foundation's initiative on a comprehensive branding program.



# City of Killeen

## Staff Report

File Number: RQ-22-034

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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s). Councilman Michael Boyd

Date: September 2, 2022

Problem/Issue/Idea Name for Agenda:

GRK Concourse Naming - General Robert M. Shoemaker

Description of Problem/Issue/Idea:

The late General Robert M. Shoemaker served as Commanding General for III Corps & Fort Hood. Following his extensive military career, General Shoemaker served the Killeen community as Bell County Commissioner, Precinct 2. During his tenure, General Shoemaker advocated consistently for the now Killeen-Fort Hood Regional Airport (GRK) to be established in Killeen. Correspondence to the competing municipality, Congress and the Federal Aviation Administration further defines his efforts. GRK has two separate departure areas (concourses). The north concourse serves gates 1-3 while the south concourse serves gates 4-6. Both concourses are not named. Remarkably, General Robert M. Shoemaker was also a master aviator who was inducted into the Aviation Hall of Fame. Considering his contributions to Fort Hood, the Killeen community and aviation, it appears fitting for the City of Killeen to consider bestowing the proposed designation.

Requested Action:

Consider naming the north concourse at the Killeen-Fort Hood Regional Airport after the late General Robert M. Shoemaker.



# City of Killeen

## Staff Report

File Number: RQ-22-035

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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s). Councilman Michael Boyd

Date: September 2, 2022

Problem/Issue/Idea Name for Agenda:

Section 31.903 - Garages (Architectural & Site Design Standards)

Description of Problem/Issue/Idea:

On April 26, 2022, the City Council approved ORD-22-027: Architectural & Site Design Standards. These new standards are currently being incorporated by the homebuilding & development community. The most limiting factor is Section 31-903 relating to garage standards. This section currently requires both standards (a) AND (b) be met. The original recommendation from staff & stakeholders was to require only (a) OR (b) be met. Since adoption, issues pertaining to setbacks, floorplan offerings, elevations selections and the likelihood for larger/higher-priced homes appearing to look the same, have presented themselves as valid. Section 31.903 - Garages can be amended to provide flexibility while also ensuring an enhanced appearance.

Requested Action:

Revisit Section 31.903 - Garages; permitting affected stakeholders to present relevant examples/data on issues regarding implementation of this section of the ordinance [only] for the City Council's consideration.



# City of Killeen

## Staff Report

File Number: RQ-22-036

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## ATTACHMENT A

### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s). Councilman Michael Boyd

Date: September 2, 2022

Problem/Issue/Idea Name for Agenda:

Annexation Service Plan-BRANDY LOOP

Description of Problem/Issue/Idea:

In December 2007, the Killeen City Council annexed over 900 acres along the SH 195 corridor, as per ORD 07.111. The approved Annexation Service Plan (ASP) outlines the City's obligations to those residing in the annexed area. Citizens residing along Brandy Loop have expressed deep concerns relating to obligations not being met by the City of Killeen within the suggested timelines provided in the ASP.

Requested Action:

Revisit the City of Killeen's obligation to the citizens residing along Brandy Loop according to the Annexation Service Plan to determine if obligations were met or are being met.