



City of Killeen

Agenda

City Council

Tuesday, September 27, 2022

5:00 PM

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

Call to Order and Roll Call

<input type="checkbox"/> Debbie Nash-King, Mayor	<input type="checkbox"/> Nina Cobb
<input type="checkbox"/> Riakos Adams	<input type="checkbox"/> Jessica Gonzalez
<input type="checkbox"/> Ramon Alvarez	<input type="checkbox"/> Jose Segarra
<input type="checkbox"/> Michael Boyd	<input type="checkbox"/> Ken Wilkerson

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-22-007](#) Killeen Star Award

Citizens Petitions

Comments should be limited to four minutes. A majority vote of the City Council is required for any time extensions.

2. [CP-22-018](#) Monique Stone - ARPA Nonprofit Grants

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.

Consent Agenda

3. [MN-22-025](#) Consider Minutes of Special City Council Meeting of September 6, 2022.
4. [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](#)

5. [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](#)
6. [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](#)
7. [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](#)
8. [RS-22-137](#) Consider a memorandum/resolution approving the appointment of an Executive Director of Recreation Services.
- Attachments:** [Resume](#)
[Presentation](#)
9. [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](#)
10. [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

11. [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](#)

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 23, 2022.

Judy Paradise, 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.

- Greater Fort Hood Day of Prayer, September 24, 2022, 10:10 a.m., 320 Tank Destroyer Blvd*
- Reconstruction Project Open House, September 28, 2022, 6:00 p.m., Live Oak Ridge Middle School*
- Community Walk Against Domestic Violence, October 1, 2022, 11:00 a.m., Lions Club Park*
- TML Annual Conference, October 5-7, 2022, San Antonio*
- Hispanic Heritage Celebration, October 7, 2022, 5:00 p.m., Texas A&M - Central Texas*
- AUSA Annual Meeting, October 8-12, 2022, Washington, DC*
- Rio Carnival Masquerade Ball, October 20, 2022, 6:00 p.m., Killeen Civic & Conference Center*
- Omega Psi Phi Fraternity Founders Banquet, November 18, 2022, 6:00 p.m., Lonestar Conference Center*
- Illustrious Potentate & Commandress Joint Ball, November 19, 2022, 7:00 p.m., VFW Post 191*

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City of Killeen

Staff Report

File Number: PR-22-007



City of Killeen

Staff Report

File Number: CP-22-018



City of Killeen

Staff Report

File Number: MN-22-025

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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 agendized.

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 45th 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 45th 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 45th 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

3

- 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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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
Moisture Scan	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
Clean & Prep Existing Roof	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
Roof Base & Top Coat Application	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
Roof Base & Top Coat Application	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
Equipment	Equipment To: -Roof load materials	2 Equip.	\$3,018.56	\$6,037.12
Disposal	Disposal: -Haul off roof restoration related debris	2 Disposal	\$715.00	\$1,430.00
General Conditions	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
Warranty	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 asbestos abatement, removal, encapsulation, or any removal of lead paint. 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: _____



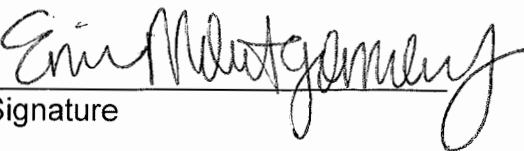
Contract Verification

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.

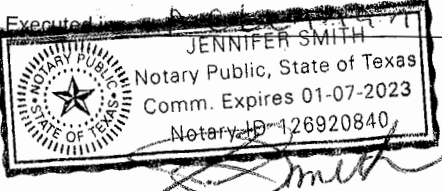
6 UNSWORN DECLARATION

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 Waco 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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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 12th 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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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

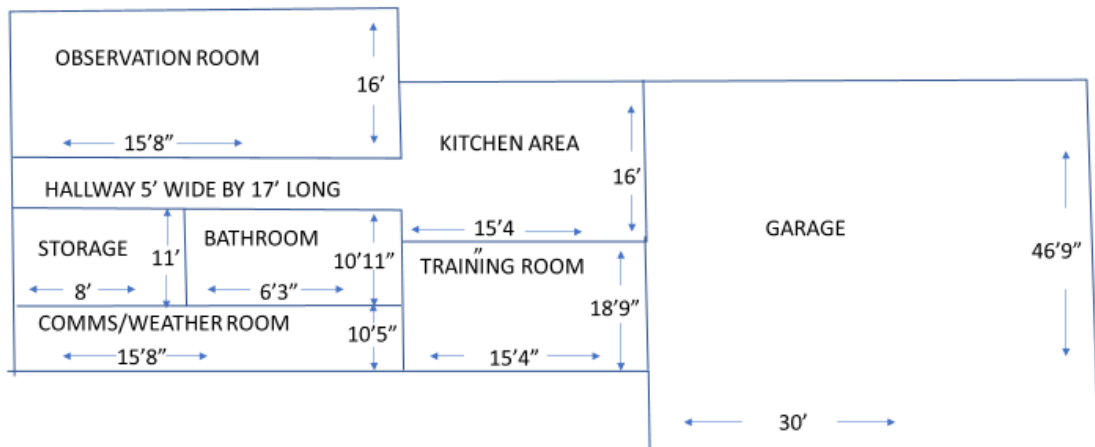
ATTEST:

SKYDIVE ADDICTION, LLC

Scott Maschek

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

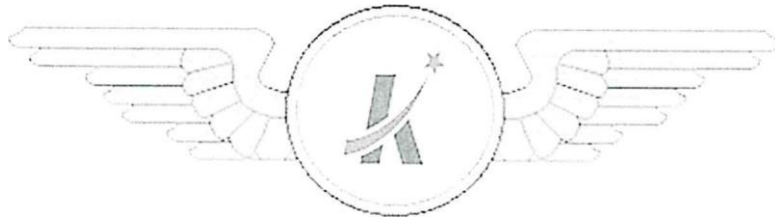
Late payment penalties shall be assessed on the total monthly payment:

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

** Subject to annual review

EXHIBIT C

SKYLARK FIELD



RULES AND REGULATIONS

KILLEEN TEXAS

October 2018



Ronald L. Olson
City Manager

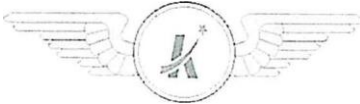


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SECTION 1

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 (1st) 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

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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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.

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

142

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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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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'

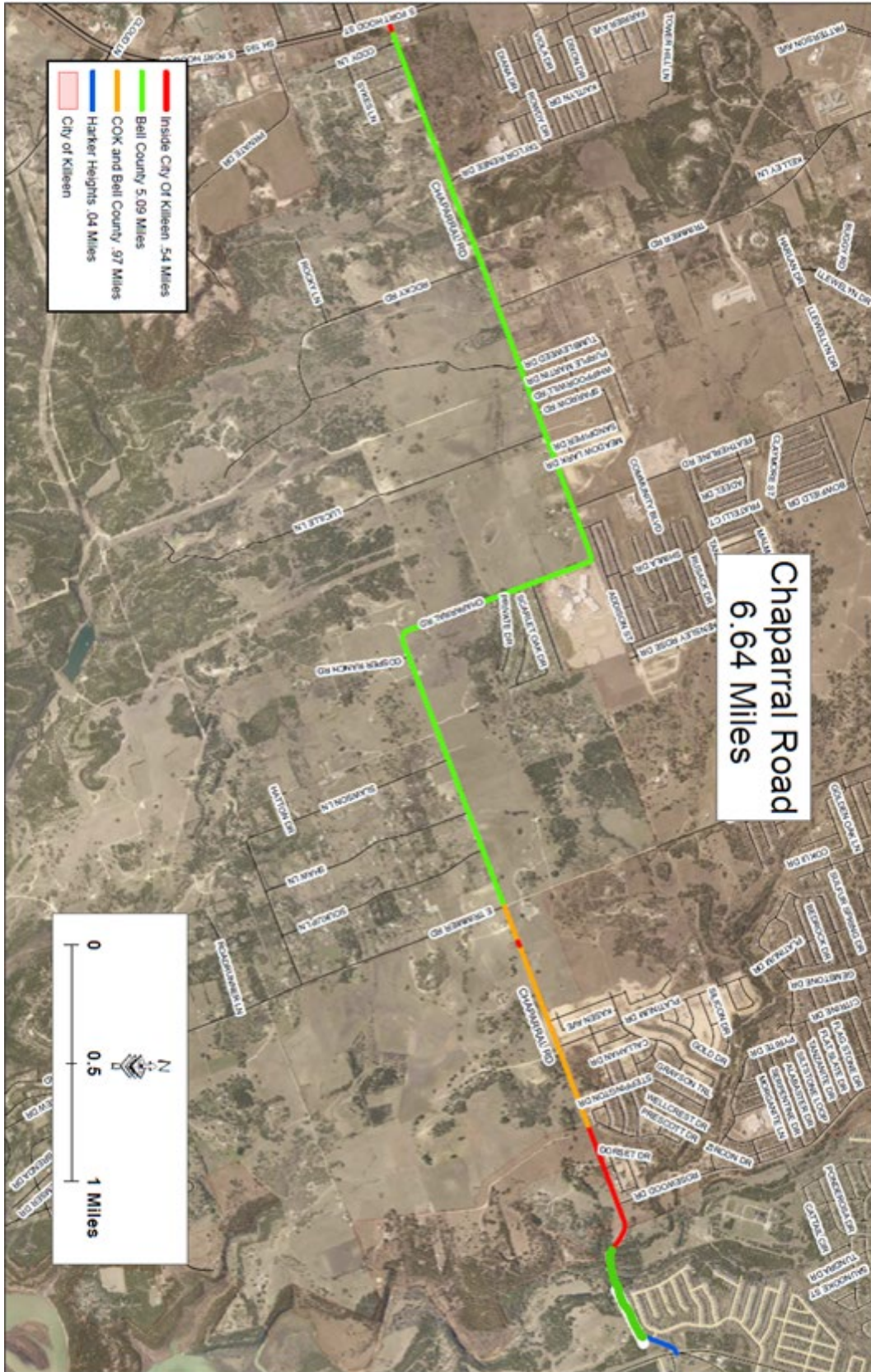
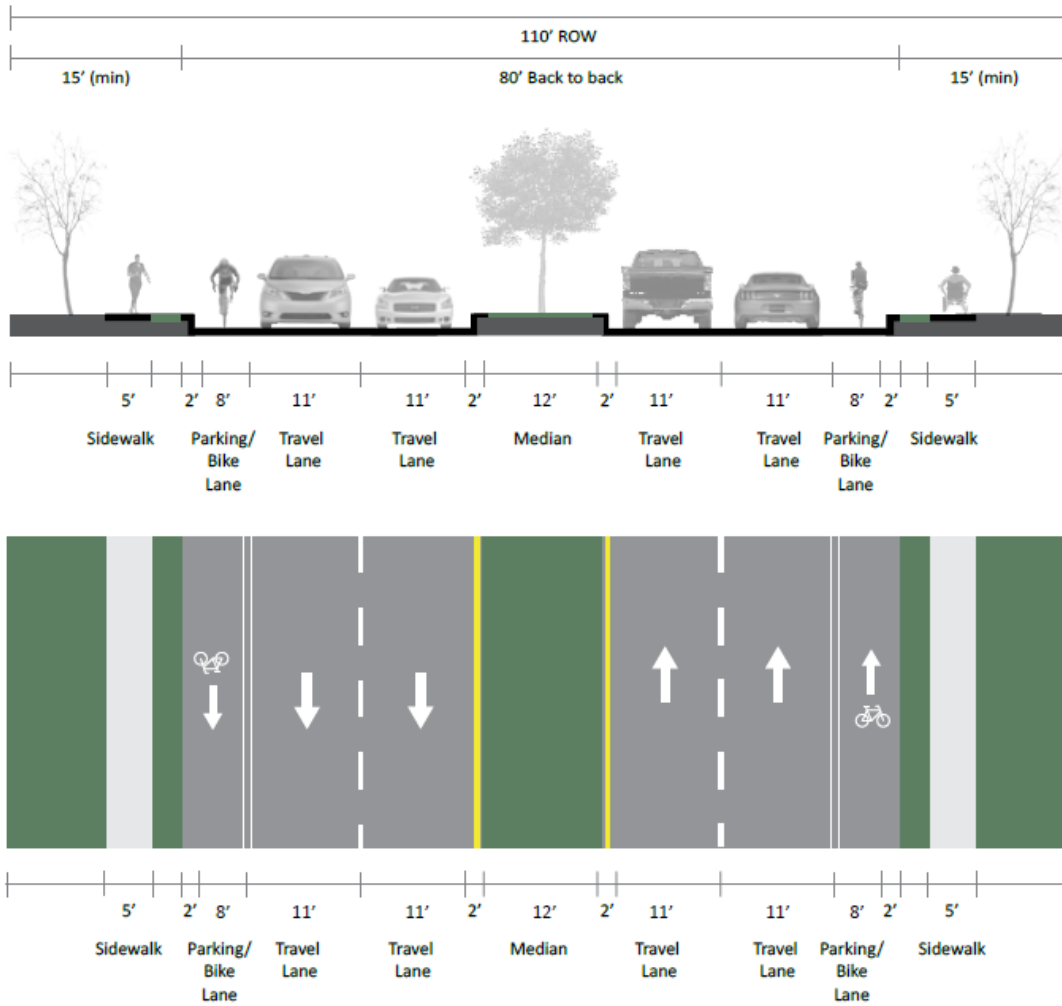


EXHIBIT 'B'



Schematic not to scale

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

EXHIBIT ‘C’

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

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'

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



CHAPPARAL ROAD INTERLOCAL AGREEMENT

RS-22-138

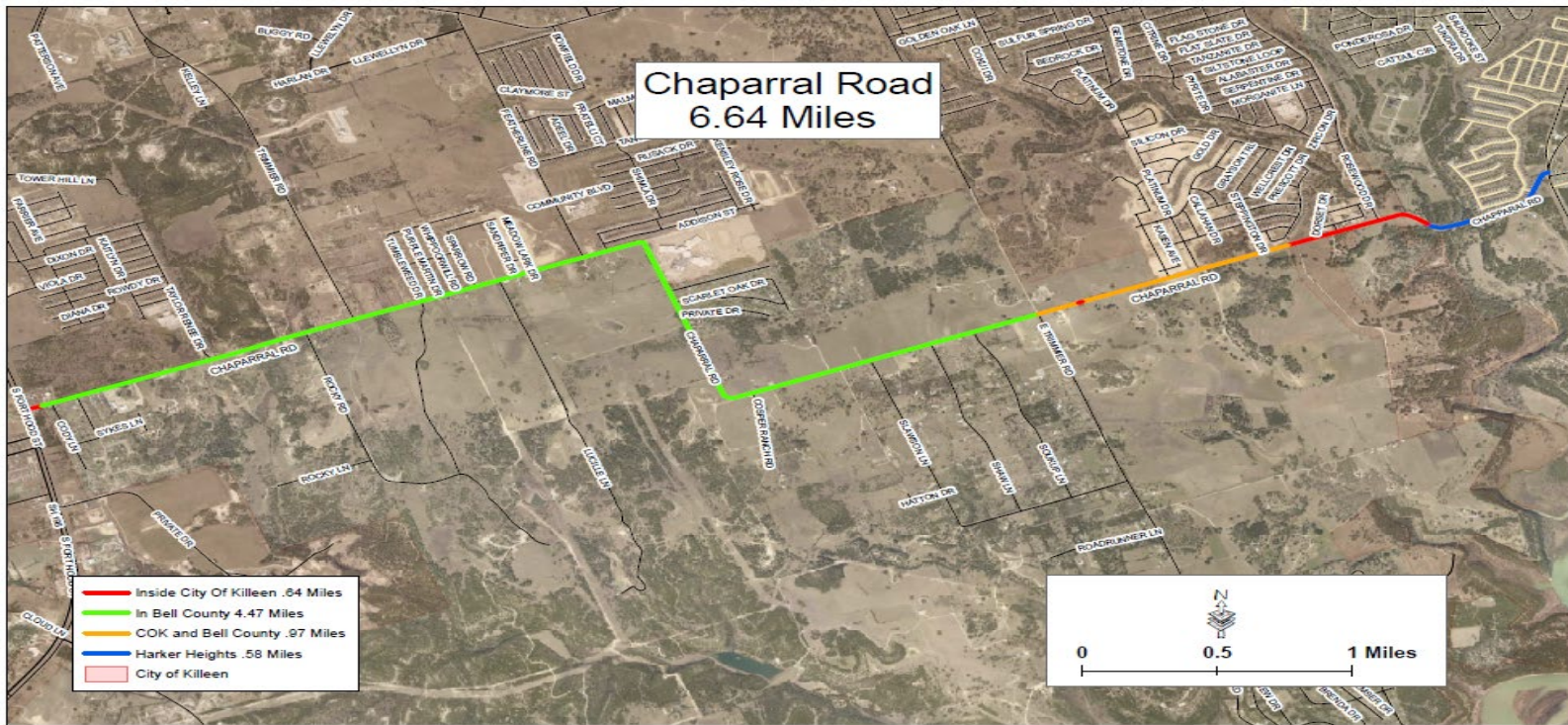
September 20, 2022

161

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: PH-22-068

1	City Council Workshop	08/16/2022	Reviewed and Referred	City Council	08/23/2022	
1	City Council	08/23/2022	Tabled	City Council Workshop	09/20/2022	Pass
1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022	

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:

	Front Setback		Side Setback		Rear Setback	
	Current	Requested	Current	Requested	Current	Requested
"R-1"	25 ft.	20 ft.	7 ft.	5 ft.	25 ft.	20 ft.
"SF-2"	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:

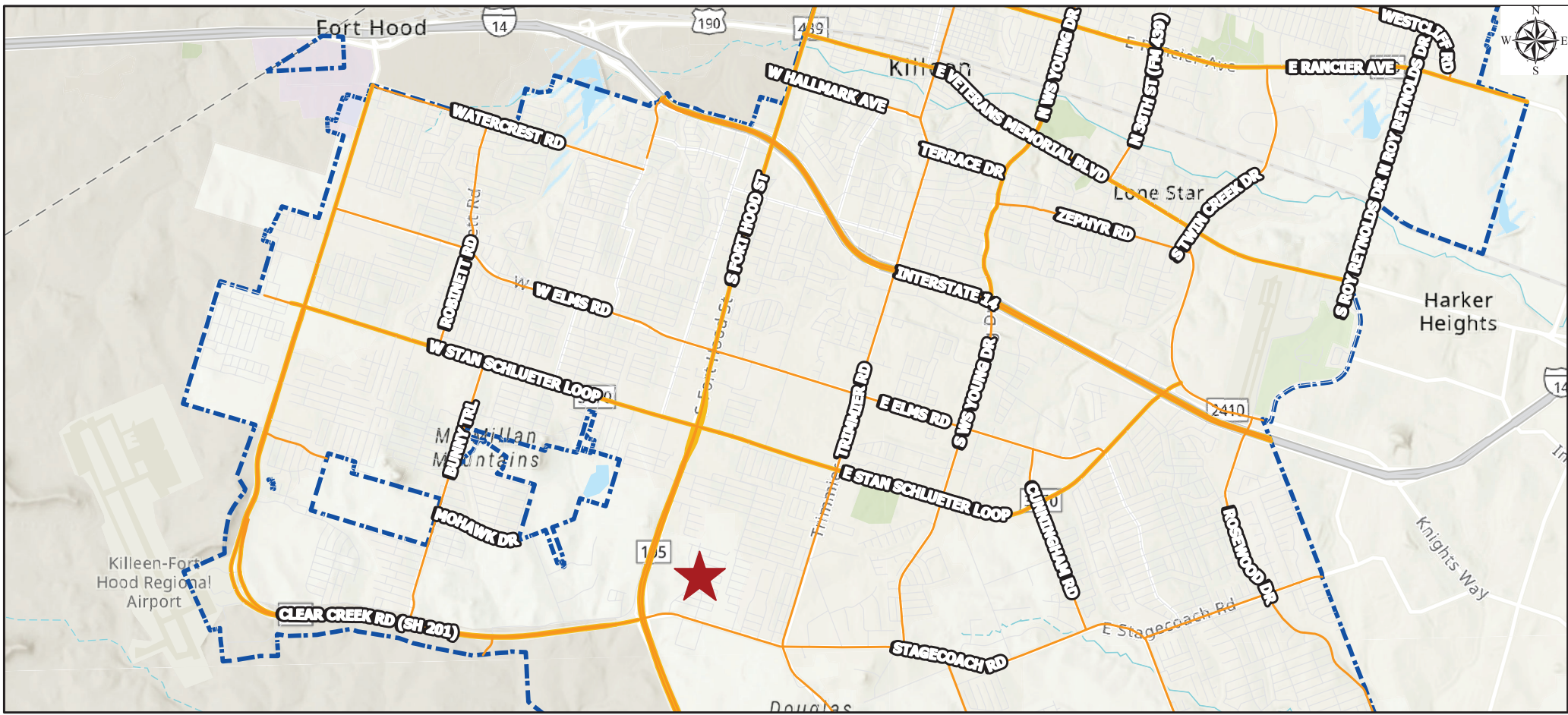
At their regular meeting on July 18, 2022, the Planning and Zoning Commission recommend approval of the applicant's request to amend the PUD with the condition that the City's newly adopted Architectural and Site Design Standards be applied by a vote of 6 to 0.

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






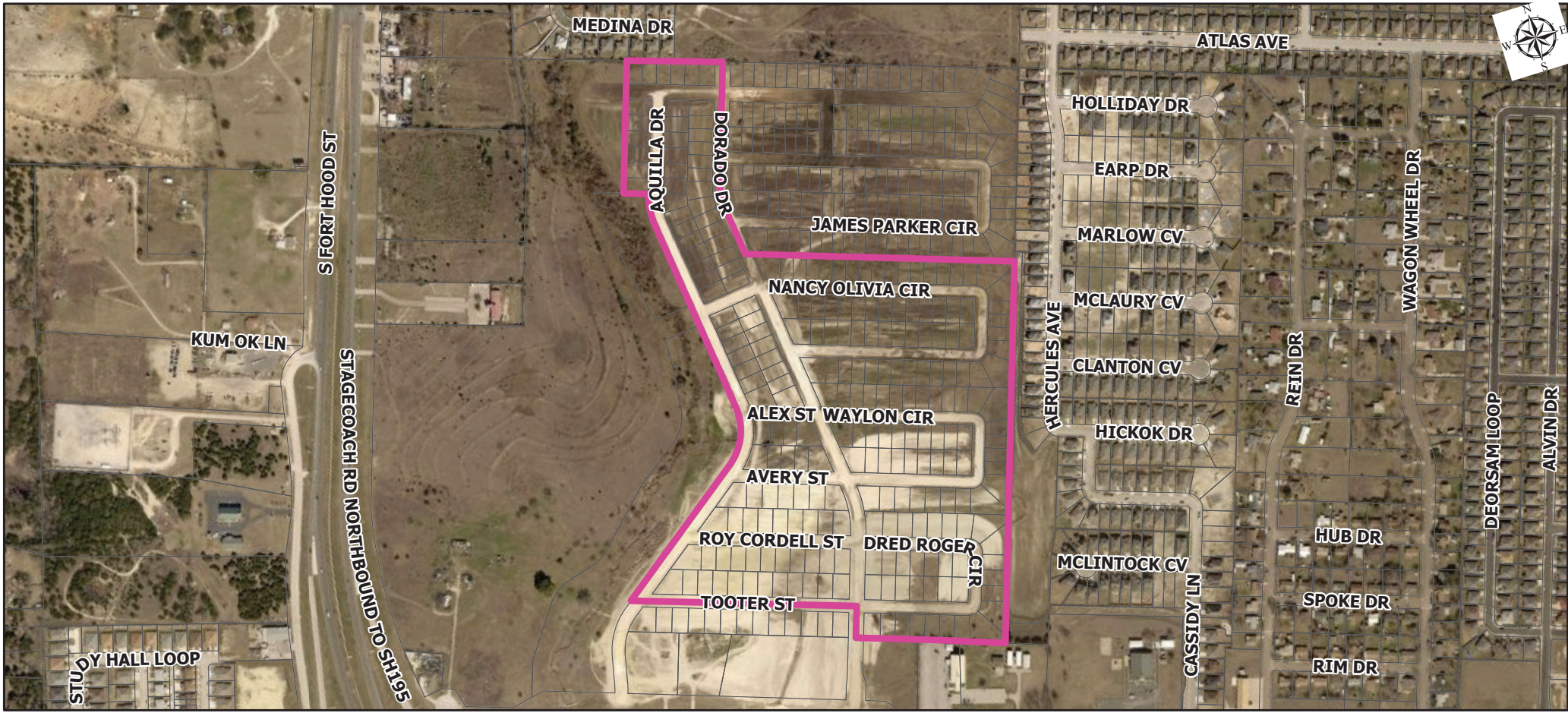
Subject Property Description: 62.876 Acres out of the A0857BC A WEBB Survey.

Zoning Case 2022-40

PUD TO PUD W/ R-1

Legend

-  Major Roads
-  City Limits
-  Zoning Case Location



AERIAL MAP

Council District: 3





Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58

Zoning Case 2022-40 Revised

PUD TO PUD W/ R-1

Legend

-  Citylimits
-  Zoning Case



200' BUFFER - 149 PARCELS
 400' BUFFER - 215 PARCELS

NOTIFICATION MAP
 Council District: 3
 0 355 710
 Feet
 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			
	A		B-5		R-1
	A-R1		RC-1		R-2
	B-3		CUP		R-3
	PUD		R1-A		SUP
	UD		SR-1		SR-2

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 18th 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 20th 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 and revised architectural requirements as described in the PUD

Regulations of the Planned Unit Development Exhibit - Amendment dated September 12, 2022, 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 27th 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:

Judy Paradice, 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

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.

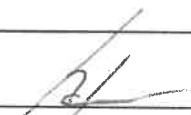
Respectfully,

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

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	110
	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 2nd 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**

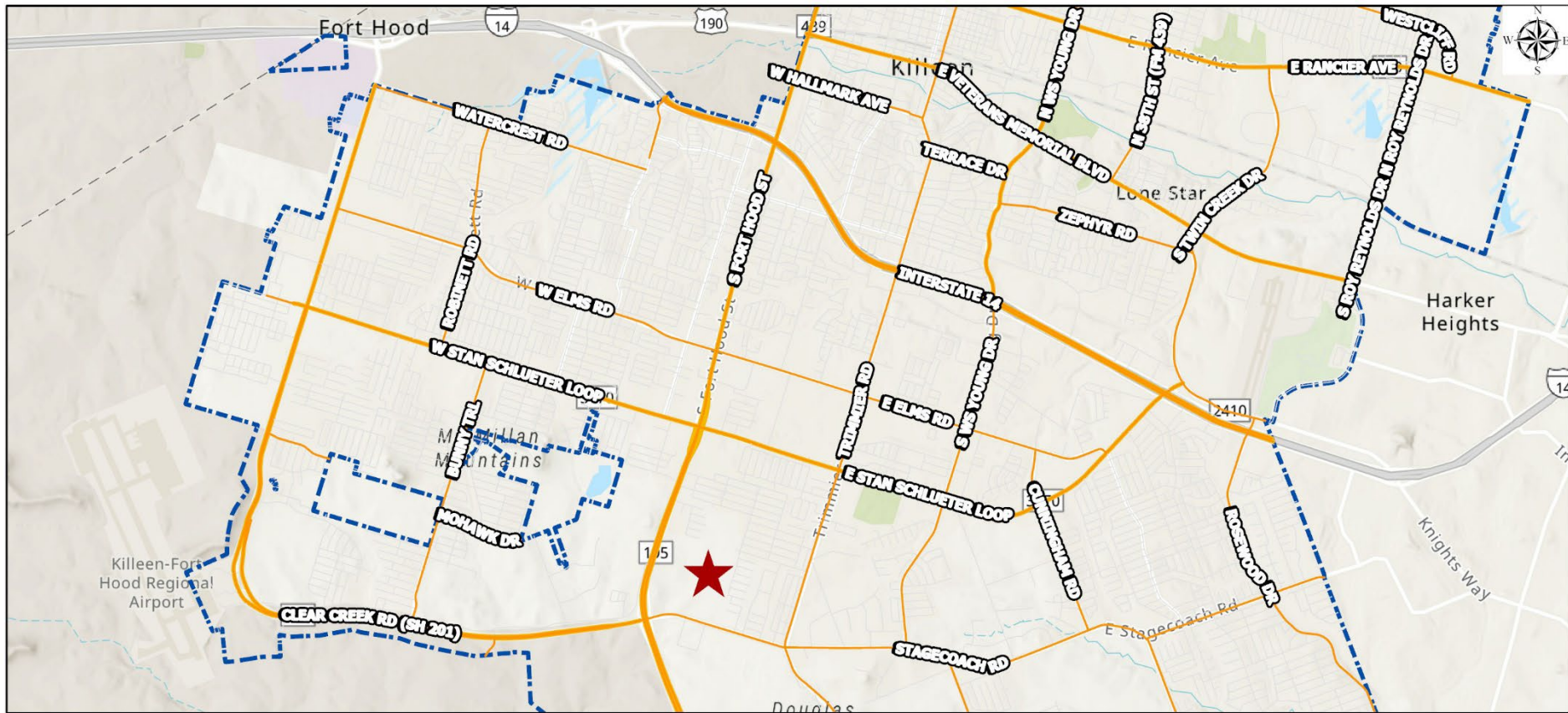
PH-22-068

September 20, 2022

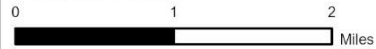
189

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.



LOCATION MAP
 Council District: 3



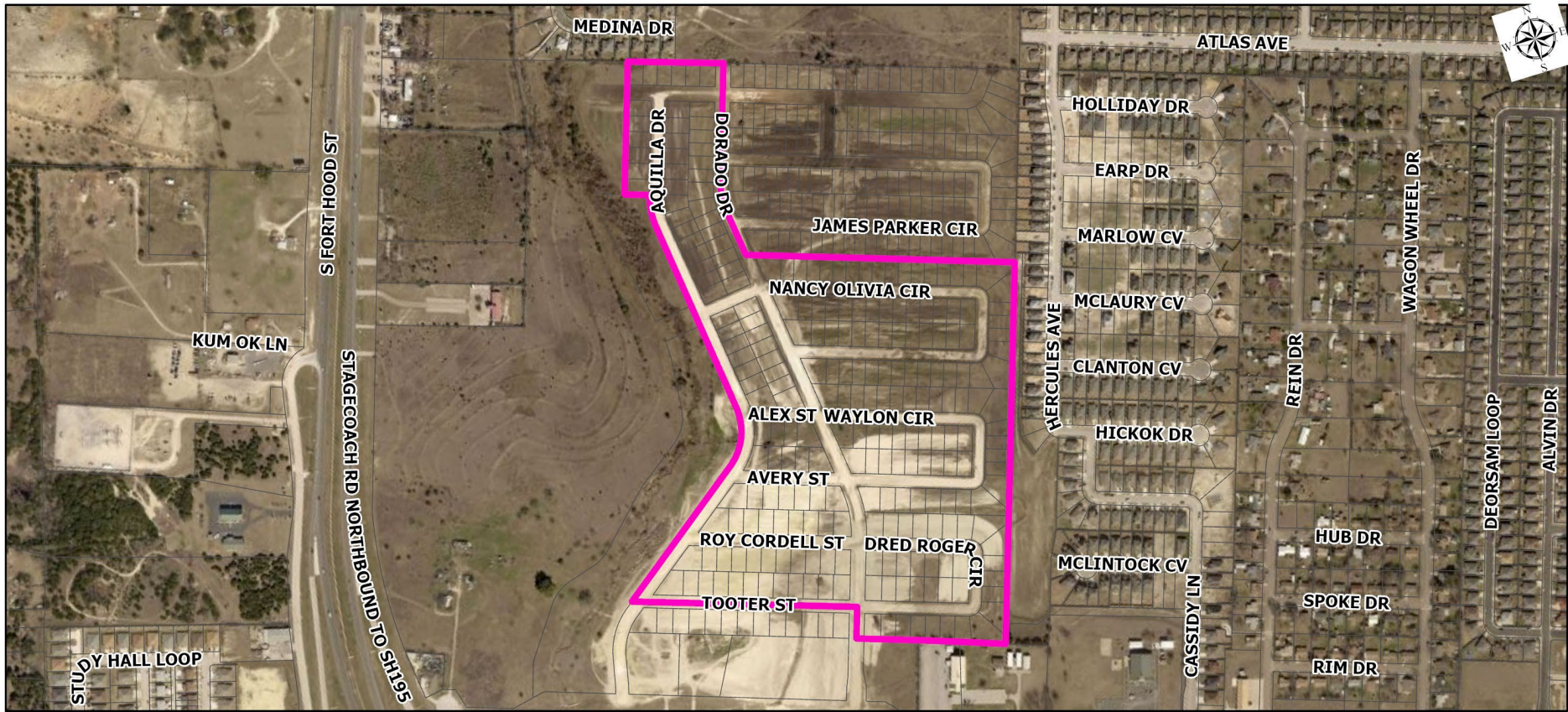
Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58

Zoning Case 2022-40

PUD TO PUD W/ R-1

Legend

- Major Roads
- - - City Limits
- ★ Zoning Case Location



AERIAL MAP

Council District: 3



Subject Property Legal Description: PART OF A0857BC A WEBB, 12, ACRES 172.58

Zoning Case 2022-40 Revised

PUD TO PUD W/ R-1

Legend

Citylimits

Zoning Case

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
“R-1”	25 ft.	20 ft.	7 ft.	5 ft.	25 ft.	20 ft.
“SF-2”	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
"R-1"	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

1	City Council Workshop	09/20/2022	Reviewed and Referred	City Council	09/27/2022
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DATE: September 20, 2022

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: ZONING CASE #Z22-41: "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 Coper 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



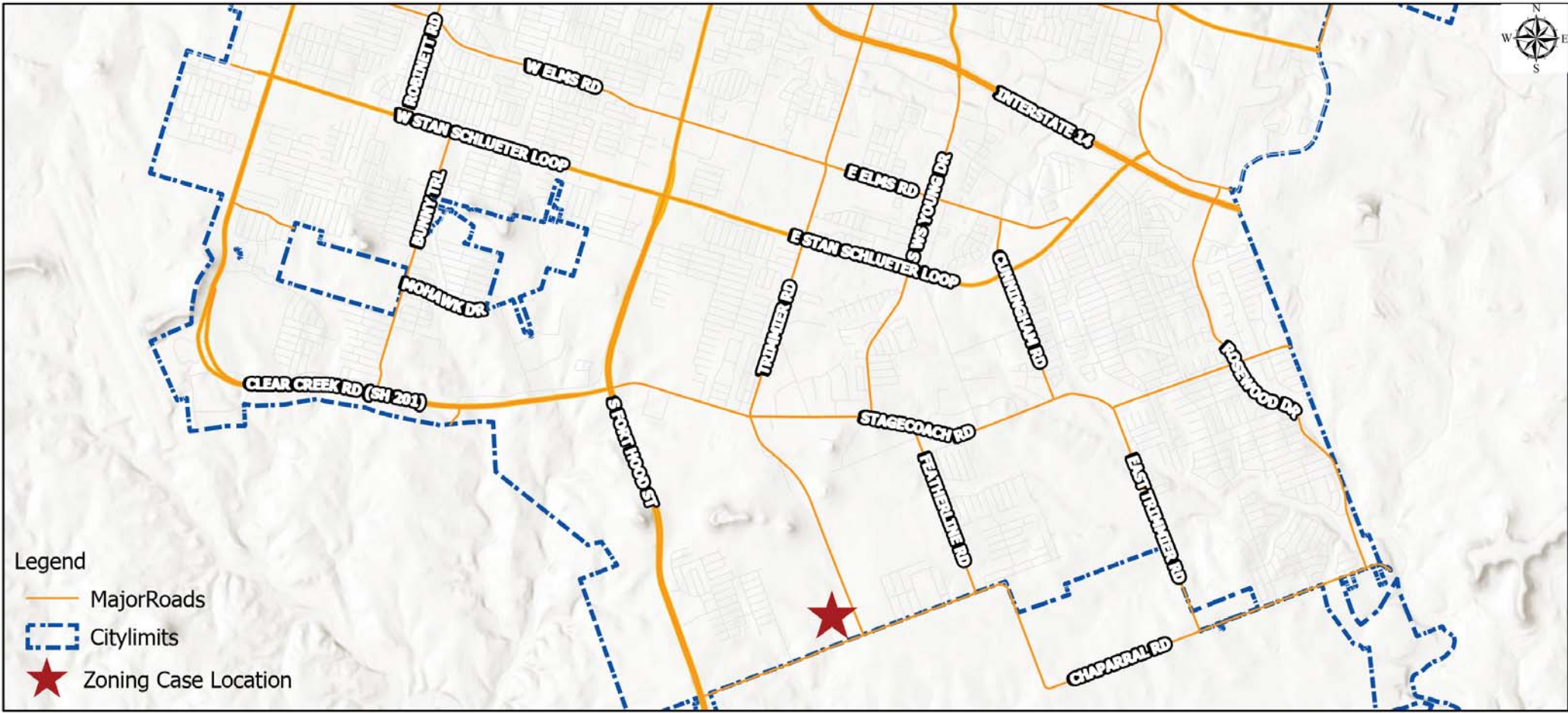
AERIAL MAP
Council District: 3
0 150 300
Feet

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



200' BUFFER - 18 PARCELS
 400' BUFFER - 21 PARCELS

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
	R-1		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 15th 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 27th 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 27th 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

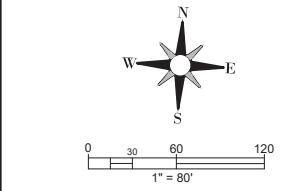
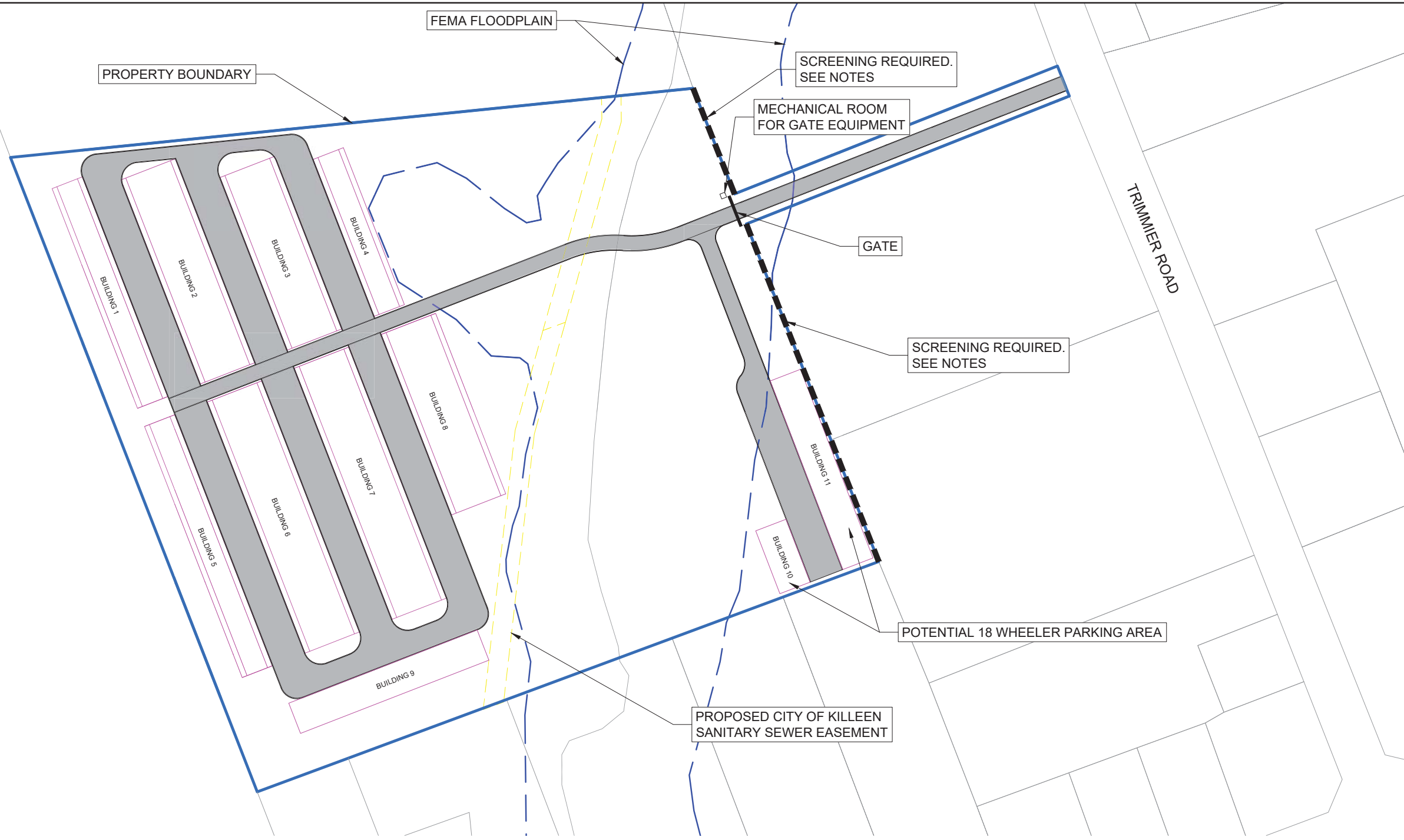
To Whom it May Concern,

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'.

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

REV.	DESCRIPTION	DATE
1	ORIGINAL RELEASE	7/21/2022

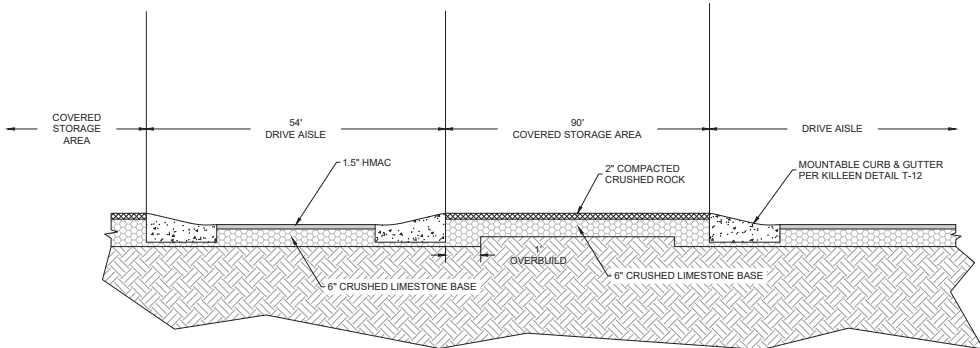


PLATINUM COACH STORAGE

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 #	1



CROSS SECTION OF DRIVE AISLE AND STORAGE AREA

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 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

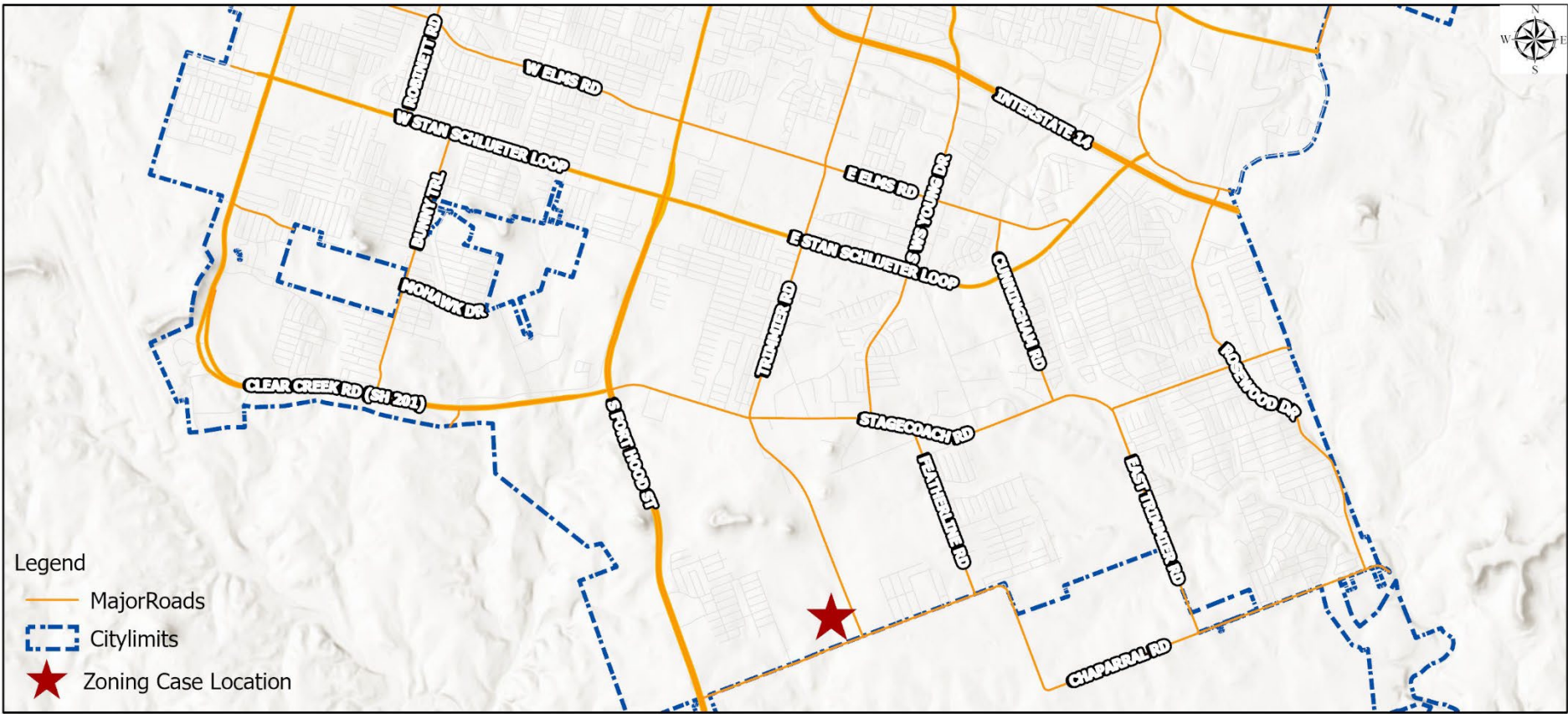
1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
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



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

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- 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.

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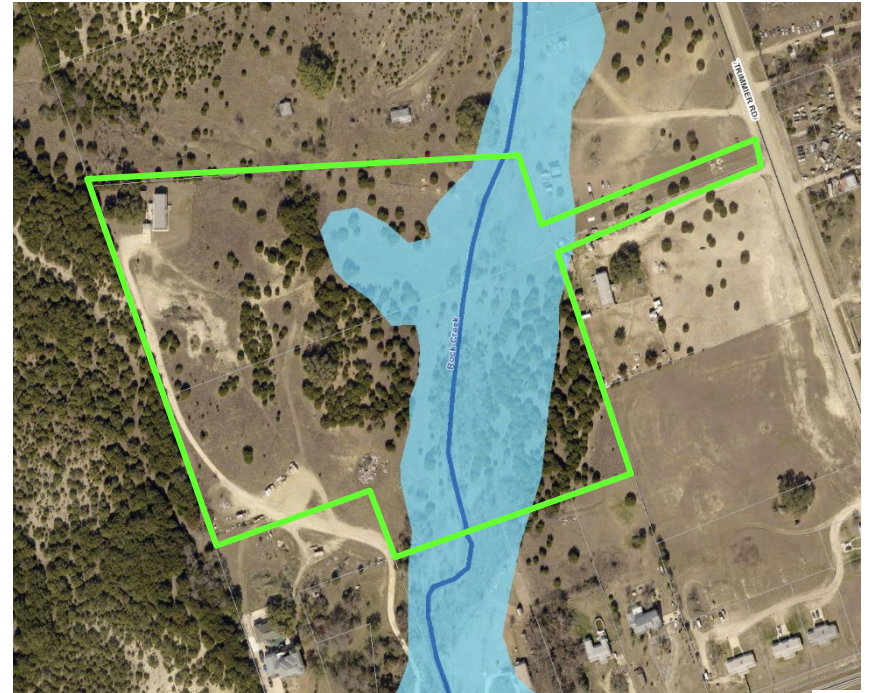
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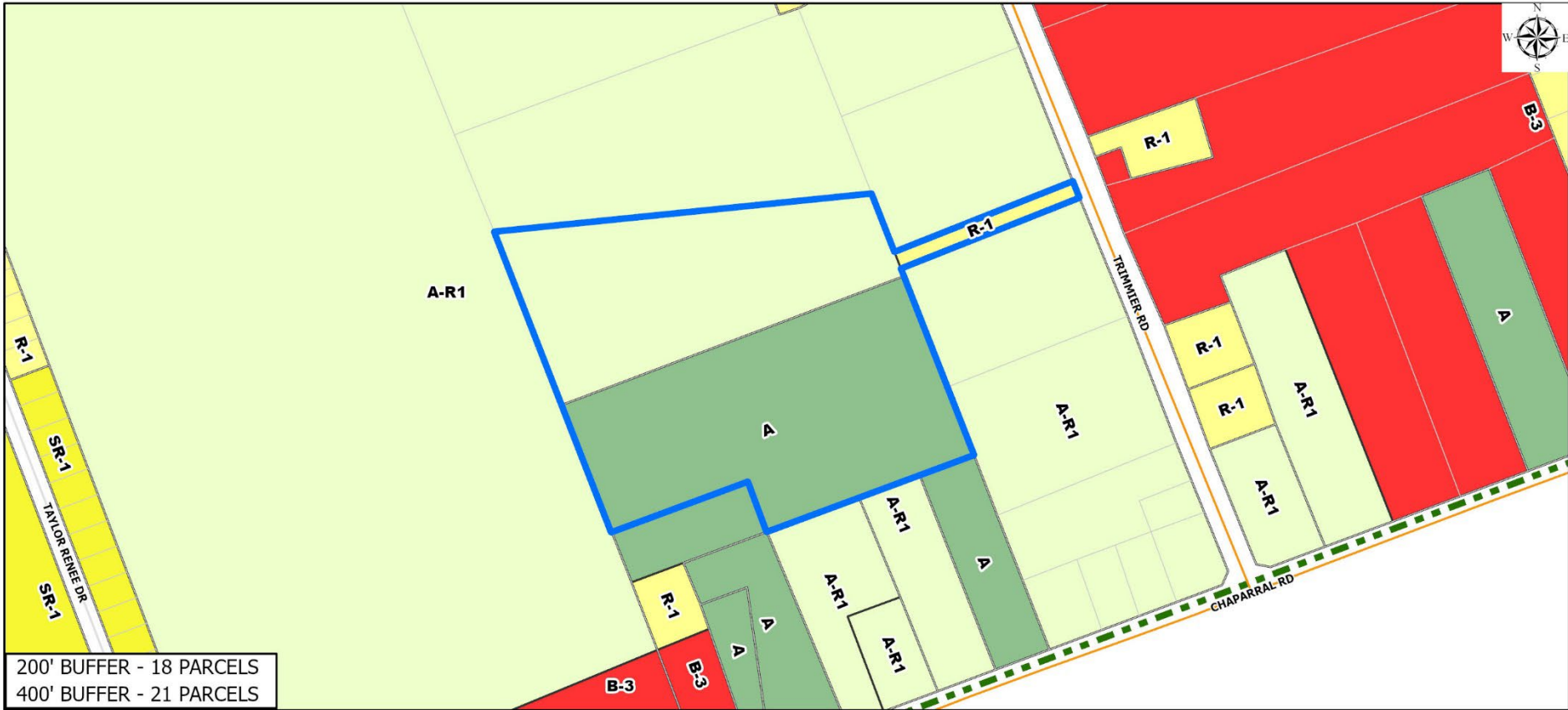
- The ‘Suburban Commercial’ (SC) designation encourages the following development types:
 - ▣ Range of commercial retail and service uses, at varying scales and intensities depending on the site;
 - ▣ Office (both large and/or multi-story buildings and small-scale office uses depending on the site);
 - ▣ Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting;
 - ▣ Public/institutional; and
 - ▣ Parks and public spaces.

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- 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.





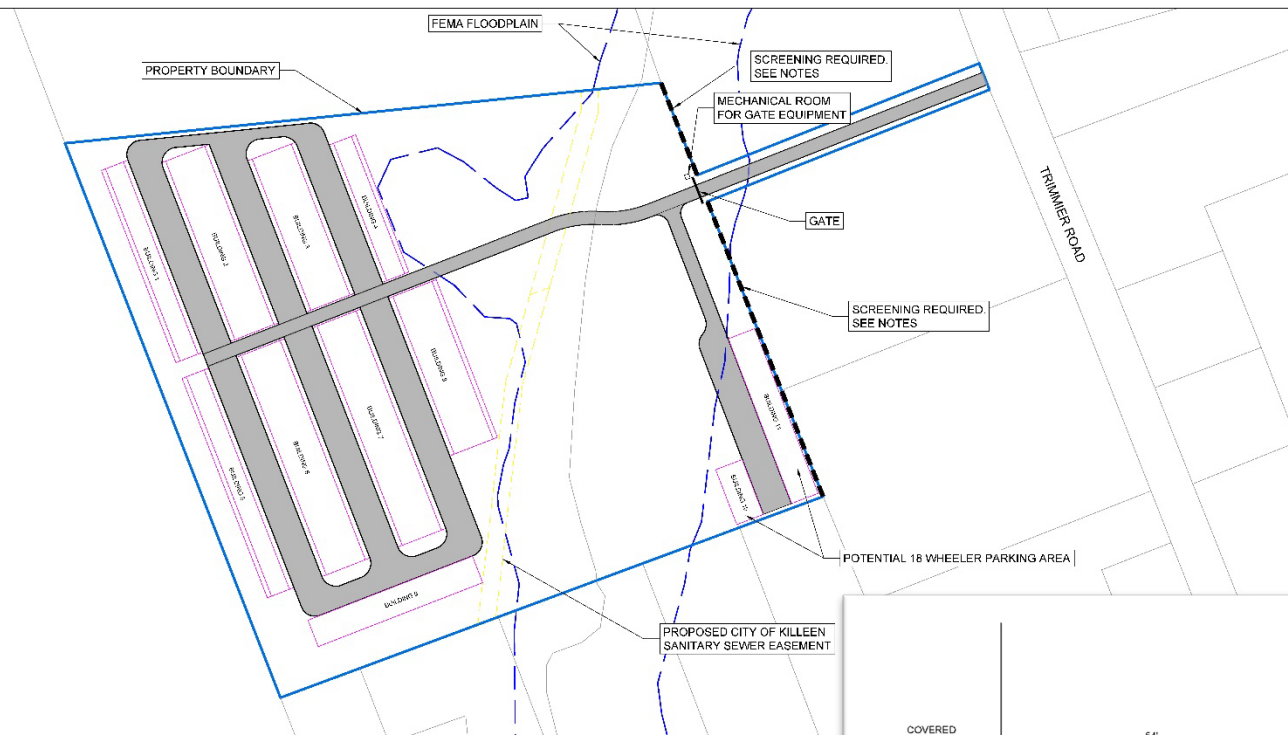
200' BUFFER - 18 PARCELS
 400' BUFFER - 21 PARCELS

ZONING MAP
 Council District: 3
 0 150 300
 Feet

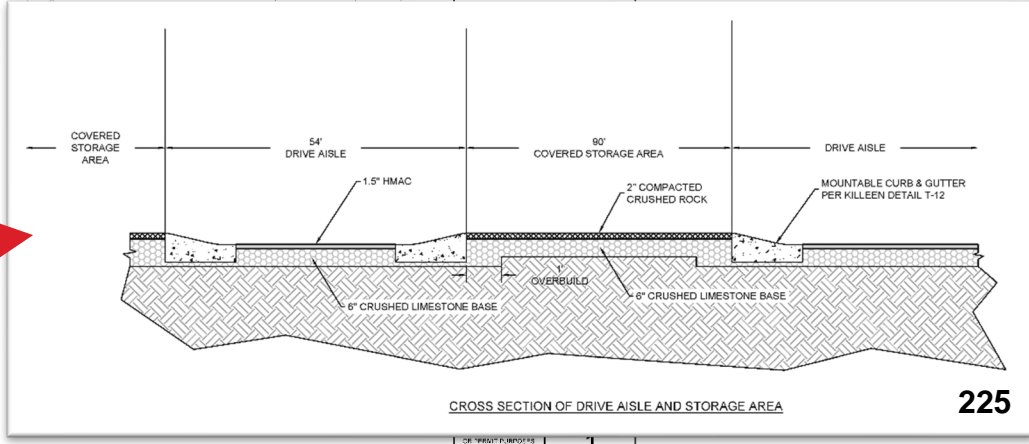
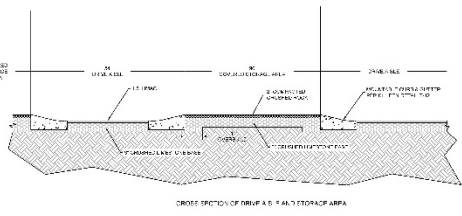
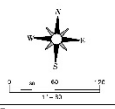
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A, AR-1 AND R-1 TO B-3 W/ CUP

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- NOTES:**
- STORAGE SHALL BE RESTRICTED TO 10,000 LBS. (4,536 KG.) MAXIMUM WEIGHT.
 - NO LANDSCAPE TREES OR OBSERVED VEHICLE DAMAGE EXISTING.
 - NO COVER OR GATE STAY AT THE FACILITY AT ALL TIMES.
 - 1 ADDITIONAL 24 HOUR SECURITY GUARD ALL 24 HOURS A DAY. CONTACT CHAIRMAN.
 - FENCE SHALL BE 6' TALL BY 4" X 4" POSTS. SHALL BE INSTALLED FOR SCREENING.
 - AREAS NOTIFIED BY "HEAVY EQUIPMENT" SHALL BE SCREENED AND SCREENING IS REQUIRED TO BE MAINTAINED EVERY 30 FEET THROUGHOUT THE SITE. SHALL BE MAINTAINED AS BEING MAINTAINED BY GUARD. NOTES AT THE TIME OF PLANTING.
 - ALL FENCING GATE SHALL BE INSTALLED FOR ACCESS.
 - LANDSCAPING AND FENCING SHALL BE LOCATED AT THE GATE.
 - TRAILERS SHALL HAVE UNIQUE COVERS TO ACCESS "OFF-ROAD" PROPERTY.
 - A PORTION OF THE "COVER" HAS THE OPTION TO PROVIDE FOR USE AS COVER STORAGE.
 - ALL LIGHTS SHALL BE USED TO ILLUMINATE THE "COVER" AND "TRAILER" AT A MINIMUM OF 10 FEET.
 - THE PROJECT SHALL INSTALL A 1/2" DRIVE



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View of the subject property looking west:



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View of the adjacent property to the northeast:



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View of the adjacent property to the east:



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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

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A, AR-1 AND R-1 TO B-3 W/ CUP

Legend	Current Zoning	 A-R1	 R-1
		 A	 B-3
			 SR-1

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Alternatives

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- ❑ 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.