

STATE OF TEXAS §
 §
COUNTY OF BELL §

**TAX INCREMENT REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF KILLEEN, TEXAS,
TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, KILLEEN, TEXAS,
AND CSW KILLEEN, L.P.**

THIS REIMBURSEMENT AGREEMENT, regarding the development of Anthem Park (“**Agreement**”), is made and entered into by and between the CITY OF KILLEEN, TEXAS, a home-rule municipal corporation organized under the laws of Texas (“**City**”); TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, KILLEEN, TEXAS, a reinvestment zone and legal entity created by the City pursuant to Chapter 311, Texas Tax Code (“**Zone**”); and CSW KILLEEN, L.P., a Texas limited partnership (“**Developer**”); collectively the “**Parties**.”

RECITALS

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, a city may designate a contiguous geographic area within such city as a reinvestment zone if the area satisfies the requirements of certain sections of the Act; and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone for the payment of expenditures made, or estimated to be made, and monetary obligations incurred, or estimated to be incurred, by a municipality consistent with the plan of the reinvestment zone for “Project Costs,” as defined in the Act; and

WHEREAS, the Killeen City Council (“**Council**”), pursuant to Ordinance No. 08-089, established the Zone on November 4, 2008, for the purpose of dedicating the increase in tax revenue generated within the Zone to provide funds for public infrastructure and to encourage accelerated development and redevelopment in several areas of the City; and

WHEREAS, pursuant to Ordinance No. 09-050, Council approved a project plan and reinvestment zone financing plan (“**TIRZ Plan**”) for the Zone on August 25, 2009; and

WHEREAS, pursuant to Ordinance Nos. 15-077, 17-012, and 22-097, Council amended the TIRZ Plan and boundary for the Zone on December 8, 2015, February 28, 2017, and December 13, 2022, respectively; and

WHEREAS, the Board of Directors of the Zone (“**Board**”) approved and adopted the TIRZ Plan, as amended; and

WHEREAS, Developer owns and controls certain property located within the boundaries of the Zone and intends to construct, or cause to be constructed, Improvements on the Property; and

WHEREAS, Developer has requested reimbursement for certain public works improvements pursuant to the TIRZ Plan; and

WHEREAS, the Parties desire to provide for the development and financing of certain projects set forth below to implement the TIRZ Plan; and

WHEREAS, the Parties have determined that it is in their best interests to contract with each other with regard to the Projects (defined below) to provide for the efficient and effective implementation of certain aspects of the TIRZ Plan.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Definitions

In addition to any terms defined elsewhere in this Agreement, the following terms shall have the meanings set out below:

“Act” shall mean the Tax Increment Finance Act as codified in Chapter 311, Texas Tax Code, as amended.

“Affiliate” shall mean any person or entity which directly or indirectly controls, is controlled by or is under common control with Developer, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise, (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Anthem Park” shall mean an approximate 203.16-acre area, within the Zone, located north and east of FM 2410, south of Veteran’s Memorial Boulevard, and immediately west of Skylark Field Airport; more thoroughly described in Exhibit A (Anthem Park Development Standards).

“Available Project TIRZ Funds” shall mean one hundred percent (100%) of the Tax Increment created solely by Commercial Properties within Anthem Park. The Parties understand that this definition is applicable immediately upon the Effective Date of this Agreement and is available to Developer in accordance with Article IV of this Agreement.

Once Anthem Park meets or exceeds Ten-Million Dollars (\$10,000,000.00) in Taxable Value for its Commercial Properties, **Available Project TIRZ Funds** shall mean one hundred percent (100%) of the Tax Increment created by those Commercial Properties and twenty-five percent (25%) of any Residential Properties contained within Anthem Park.

Once Anthem Park meets or exceeds Twenty-Million Dollars (\$20,000,000.00) in Taxable Value for its Commercial Properties, **Available Project TIRZ Funds** shall mean one hundred percent (100%) of the Tax Increment created by those Commercial Properties and fifty percent (50%) of any Residential Properties contained within Anthem Park.

Once Anthem Park meets or exceeds Twenty-Six-Million Dollars (\$26,000,000.00) in Taxable Value for its Commercial Properties, **Available Project TIRZ Funds** shall mean one hundred percent (100%) of the Tax Increment created by those Commercial Properties and seventy-five percent (75%) of any Residential Properties contained within Anthem Park.

“City Manager” shall mean the City Manager for the City of Killeen, Texas.

“Commencement of Construction” shall mean that (i) the Construction Plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of a Project on the Property; (ii) all necessary permits for the construction of such Project on the Property pursuant to the Construction Plans have been issued by all applicable governmental authorities; (iii) Developer has issued a notice to proceed to a contractor to commence construction of such Project and has provided a copy to the Executive Director of Development Services, or designee; and (iv) grading of the land for construction of the Improvements, if applicable, has commenced.

“Commercial Properties” shall mean all properties that are not Residential Properties (defined below).

“Force Majeure” shall mean circumstances which are beyond the reasonable control of the applicable party, including, but not limited to, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (including, but not limited to, severe rainstorms, below freezing temperatures, or tornadoes), pandemic or epidemic, labor action, strikes, or similar acts.

“Improvements” shall mean the eligible improvements described in Exhibit B (Infrastructure Costs).

“Maximum Reimbursement Amount” shall mean Twelve Million, Seven-Hundred Forty-One Thousand Ninety-Nine Dollars (\$12,741,099.00). The Parties understand that this amount is inclusive of, and is not limited by, the cost categories articulated in Exhibit B (Infrastructure Costs). Dollar amounts of Cost Categories in Exhibit B are estimates, and are identified as estimates in Exhibit B. The estimates are subject to adjustment and shall be paid as reimbursements so long as total Infrastructure Costs do not exceed the Maximum Reimbursement Amount.

“Project” or “Projects” shall mean any phase of the various approved public works and Improvements contained in the TIRZ Plan and listed on Exhibit B (Infrastructure Costs).

“Project Costs” shall mean those actual costs of Projects and Improvements in which payment can be made pursuant to the Act and that are identified in the TIRZ Plan and as further identified herein.

“Property” means Anthem Park.

“Reimbursement Period” shall mean any given quarter during the calendar year during the term of this Agreement in which Developer incurs Project Costs.

“Residential Properties” shall mean all properties or dwellings that are built specifically for living by individuals or families on a permanent basis (i.e., single-, two-, and three-family dwellings; townhomes; fourplexes; and apartments).

“Tax Increment” shall mean the ad valorem tax value of the Property as calculated by the Bell County Appraisal District, to include both any improvements and the underlying land, less the Tax Increment Base.

“Tax Increment Base” shall mean the ad valorem tax value of the Property as calculated by the Bell County Appraisal District’s 2022 assessment.

“Taxable Value” shall mean the taxable value as calculated by the Bell County Appraisal District in its assessment for the previous calendar year. For example, the Parties will utilize Bell County Appraisal District’s 2023 assessment for reimbursement requests made by Developer in 2024.

“TIRZ Number Two Fund” shall mean the tax increment fund of the Zone that is established pursuant to section 311.013 of the Act.

II. Developer Obligations

A. Developer agrees to design and construct the Improvements on the Property in accordance with Planned Unit Development approved by the City pursuant to City Ordinance number 12-019. The Developer shall, at its own cost and expense, maintain or cause to be maintained, a Project until acceptance by the City, as evidenced by written acceptance by the Executive Director of Development Services, or designee.

B. As good and valuable consideration for this Agreement, Developer agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Project to occur no later than eighteen (18) months from the Effective Date of this Agreement.

C. Developer agrees to construct the Projects in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

D. Construction plans for the Projects constructed on the Property will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

E. City, its agents, and its employees shall have the right of access to the site during construction to inspect the Improvements at reasonable times and with reasonable notice to Developer, and in accordance with visitor access and security policies of Developer, in order to ensure that the construction of the Improvements are in accordance with this Agreement, the Construction Plans and all applicable state and local laws and regulations (or valid waiver thereof).

F. Developer shall make timely payment of real property taxes owed by property owned by Developer to the City, including, but not limited to real property taxes owed on the Property, during the term of this Agreement.

G. Upon reasonable request by the Board (but not more often than quarterly), the Developer shall report to the Board to provide updates on the status of all Projects underway. The Developer agrees that it shall design and construct or cause to be designed and constructed the Projects subject to the terms of the TIRZ Plan and this Agreement.

III. City's Obligations

A. The City will make reimbursement payments to Developer for any purpose under this Agreement pursuant to this Agreement, and subject to conditions of (i) Available Project TIRZ Funds, (ii) that real property taxes owed by Developer, or its Affiliates, on property owned by Developer are not in arrears, and (iii) that Developer is in compliance with or has satisfied obligations contained within this Agreement.

B. Within 30 days of receipt of a notice of a Project completion from the Developer, the City shall inspect and shall not unreasonably withhold approval of such completed Project in accordance with approved plans and specifications. Approval of plans and specifications may be evidenced by the issuance of a permit by the City. If a City permit is not required, the Executive Director of Development Services, or designee, shall review and may provide written approval. Projects can be completed in phases and the City will accept Projects done in phases for funding reimbursement.

IV. Reimbursement of Project Costs

A. Payments by the City shall be paid to Developer as a reimbursement of Project Costs incurred in the construction of Projects described in Exhibit B in an amount not to exceed the Maximum Reimbursement Amount.

B. Developer may submit paid invoices for reimbursement of Project Costs on a quarterly basis for the previous three months to the Executive Director of Development Services, or designee. The City shall make a reimbursement payment in the lesser amount of (i) total reimbursable Project Costs or (ii) Available Project TIRZ Funds no later than thirty (30) days after submittal.

C. In the event that in any Reimbursement Period the Available Project TIRZ Funds are inadequate to reimburse Developer for its actual Project Costs, the unreimbursed amount shall be carried forward and added to subsequent Reimbursement Periods.

D. No payment shall be deemed an acceptance by the City of the work completed. City shall have no obligation to make a payment during the occurrence of an uncured breach on the part of Developer. However, the City may do so at its discretion and such an election shall not be deemed a waiver of any remedies the City may have in respect to such default.

V. Default

A. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or materially breaches or violates any of its representations contained in this Agreement.

B. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced within thirty (30) days of the receipt of such notice and thereafter diligently pursued until completion. Upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

C. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of Force Majeure, the time for such performance shall be extended by the amount of time of such delay.

VI. Term and Termination

A. This Agreement shall become effective upon execution by the City, the Zone, and Developer and shall automatically terminate on December 31, 2048, or upon the occurrence of one or more of the following:

- (1) by written agreement of the Parties;
- (2) by any party in the event a party breaches any of the terms or conditions of this Agreement and such breach is not cured within the time periods specified;

- (3) by City if Developer suffers an event of bankruptcy or insolvency; and
- (4) upon reimbursement to Developer for all eligible Project Costs equal to the Maximum Reimbursement Amount.

VII. Insurance

A. Prior to construction of a Project, Developer shall require its general contractor, at its expense, to maintain in full force and effect, the following insurance under the following terms:

(1) A policy of insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to the general contractor's performance of its obligations pursuant to this Agreement with (a) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage with an aggregate of not less than \$2,000,000; (b) policy of automobile liability insurance covering any vehicles owned and/or operated by the general contractor, its officers, agents, and employees, and used in the performance of its obligations hereunder with a minimum of \$1,000,000; and (c) statutory Workers' Compensation Insurance covering all employees involved in the performance of its obligations hereunder.

(2) All insurance and certificate(s) of insurance shall contain the following provisions: (a) name the City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers' Compensation Insurance; (b) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (c) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(3) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service and must be acceptable to the City.

(4) A certificate of insurance evidencing the required insurance shall be submitted prior to beginning construction of a Project.

(5) The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements to existing insurance coverage consistent with the terms of this Article.

VIII. Miscellaneous Provisions

A. Recitals. All the above recitals are hereby found to be true and are hereby incorporated into this Agreement as if fully set forth in their entirety.

B. Time of the Essence. Time is of the essence for this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

C. Assignability. This Agreement shall be binding on and inure to the benefits the Parties to it and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by Developer without the prior written consent of City. Consent to assignment shall not be unreasonably withheld, conditioned, or delayed so long as the assignee has the technical and financial experience to perform the duties and obligations of this Agreement, and such consent shall be provided no more than thirty days after written notice of the proposed assignment has been provided to the City.

Notwithstanding the foregoing, this Agreement and the rights and obligations of the Developer hereunder may be conveyed, transferred, or assigned, upon fifteen (15) days prior written notice to City, to any entity which is (i) an Affiliate; (ii) the successor by merger or otherwise to all or substantially all of the Developer's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of the Developer, without the consent of the City, provided that the assignee assumes all of the obligations of the Developer hereunder.

Furthermore, upon fifteen (15) days prior written notice to City, the Developer may assign or transfer all or a portion of the Developer's reimbursement rights from time to time, without the consent of the City, to any entity that (i) does not owe delinquent taxes or fees to the City, and (ii) is not in material default (beyond any applicable notice and cure period) under any development or financing agreement with the City, and the City shall execute any documentation reasonably requested by such lender evidencing such fact.

D. Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the Zone:

Reinvestment Zone Number Two,
City of Killeen, Texas
c/o City of Killeen, Texas
101 N. College Street
Killeen, Texas 76541
Attn: Chairman, Board of Directors

If to the Developer:

CSW Killeen, L.P.
1703 W. 5th Street
Austin, Texas 78703
Attn: Kevin Hunter
Todd M. Wallace

If to the City:

City of Killeen, Texas
101 N. College Street
Killeen, Texas 7654
Attn: City Manager

With copies to:

Michael Whellan
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for, or actually received by, an authorized officer of the City, the Zone, or Developer, as the case may be.

E. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. There is no other collateral oral or written agreement among the Parties that in any manner related to the subject matter of this Agreement. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each party.

F. Severability. The provisions of this Agreement are severable and, in the event that any portion of this Agreement is found to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected, and this Agreement will be construed as if it had never contained such invalid or unconstitutional provision.

G. Governing Law. This Agreement is a contract made under, and shall be construed in accordance with, and governed by the laws of the United States of America and the State of Texas. Any actions concerning this Agreement shall be brought in either the Texas State Courts of Bell County, Texas or the United States District Court for the Western District of Texas.

H. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. In the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

I. Right of Offset. City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from property owned by the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court; provided, however (i) City shall provide Developer notice within thirty (30) days of determining that any debt is believed lawfully due to City from Developer; (ii) Developer shall have an opportunity to resolve or pay such debt to City within thirty (30) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) Developer retains all rights to timely and properly contest whether or in what amount any debt is owed to City. The City may not offset any asserted amount of debt owed by Developer against amounts due and owing under this Agreement during any period during which Developer is timely and properly contesting whether such amount of debt is due and owing.

J. Independent Contractor. It is expressly understood and agreed by the Parties that in performing its services hereunder, Developer shall at no time be acting as an agent of the City

or the Zone, and that all consultants or contractors engaged by Developer shall be independent contractors of Developer. The Parties understand and agree that the City and the Zone shall not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Developer under this Agreement unless such claims are due to the fault of the City or the Zone.

K. Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

L. Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, students, and agents as a result of its execution of this Agreement and performance of the covenants contained herein

M. Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

N. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

O. Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 USC Section 1324a(f), Developer shall repay the amount of the reimbursements received by the Developer as of the date of such violation within one-hundred twenty (120) business days after the date the Developer is notified by the City of such violation.

P. Construction. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Q. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[Signature page follows]

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed on the date of each signature below. This Agreement shall be **EFFECTIVE** on the date of the last required signature.

CITY OF KILLEEN

ATTEST

Kent Cagle
City Manager

Laura Calcote	Date
City Secretary	

TIRZ NUMBER TWO

ATTEST

Bobby Whitson Chair, Zone Board	Date
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By: _____ Date _____

Title: _____

CSW KILLEEN, L.P.

By: _____ Date _____

Title: _____

Anthem Park Planned Unit Development (the “PUD”) Development Standards**Residential Development Standards****I. DISTRICT “RT-1” RESIDENTIAL TOWNHOUSE SINGLE-FAMILY DISTRICT**

Single-family residential lots, two-family residential lots, townhouse lots, and multifamily residential lots with four (4) dwelling units will conform to the baseline standards for the district “RT-1” residential townhouse single-family district with the following modifications:

Use Regulations.

A building or premises in the district “RT-1” residential townhouse single-family district shall be used only for the following purposes:

- (a) Single-family dwellings, including site-built and modular construction.
- (b) Two-family dwellings.
- (c) Three-family dwelling.
- (d) Townhomes, as defined in Killeen City Code Sec. 31-217.
- (e) Multifamily structures containing four (4) separate dwelling units (fourplexes).

In the “RT-1” residential townhouse single-family district, fourplexes shall not exceed twenty (20) percent of the total unit count, townhomes shall not exceed thirty (30) percent of the total unit count, two-family and three-family dwellings shall not exceed thirty (30) percent of the total unit count, and single-family detached dwellings shall comprise no less than fifty (50) percent of the total unit count. If multiple housing types are constructed, no more than four (4) fourplexes shall be constructed consecutively, and no more than eight (8) two-family or three-family dwellings shall be constructed consecutively.

Height Regulations.

No building in the district “RT-1” residential townhouse single-family district shall exceed forty-five (45) feet or three (3) stories in height.

Area Regulations.

- (a) *Size of yards.* The yards in the district “RT-1” residential townhouse single-family district shall conform to the following:
 - (1) *Front yards.* There shall be a front yard having a depth of not more than twenty (20) feet. There shall be no minimum front yard setback.
 - (2) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
 - (3) *Rear yard.* There shall be a rear yard having a depth of not less than ten (10) feet. No garages or carports having direct access to a rear alley or common driveway shall be set back from the rear lot line less than ten (10) feet. Porches or patios will be permitted to

encroach into the rear yard setback by up to ten (10) feet in depth by fifteen (15) feet in width.

- (b) *Subdivision of lots.* The district “RT-1” residential townhouse single-family district may be subdivided into a maximum of four (4) platted lots. The four (4) platted lots may be further subdivided into individually platted lots with approval from the planning director.
- (c) *Site area requirements.* The minimum site area requirements for each housing type are as follows:
 - (1) For a single-family dwelling, two-family dwelling, or three-family dwelling, the minimum site area is four thousand (4,000) square feet.
 - (2) For a townhome, the minimum site area is two thousand five hundred (2,500) square feet.
 - (3) For a fourplex, the minimum site area is eight thousand (8,000) square feet.
 - (4) There shall be no private yard requirement in the district “RT-1” residential townhouse single-family district.

Parking Regulations.

The parking regulations for the district “RT-1” residential townhouse single-family district shall conform to Killeen City Code Chapter 31 Article V, Division 3 except as modified below and by the off-street parking minimums set forth in *Exhibit C*:

- (a) Two (2) off-street parking spaces shall be provided for each dwelling unit. Tandem parking shall be permitted.
- (b) There shall be minimum visitor parking of one-fifth ($\frac{1}{5}$) space per dwelling unit. Any fraction thereof shall be rounded up to the next whole number.
- (c) Parking spaces shall be provided in one or both of the following ways:
 - (1) In the front, side, or rear of each unit. The spaces shall be in the unit’s garage, carport, and/or driveway.
 - (2) In a surface parking area accessed via an auto court, or private drive separate from the street, and integral to the overall development.
- (d) The driveway width shall not exceed located in the front yard of townhouse lots shall not exceed fifty (50) percent of the width of the respective lots.

Architectural and Landscaping Standards.

- (a) *Architectural design.* No elevation shall be repeated within four (4) residential lots on the same side of the street, or within two (2) residential lots on the opposite side of the street.
- (b) All new residential structures located within the district “RT-1” residential townhouse single-family district shall also include at least six (6) of the following:
 - (1) *Enhanced windows.* Windows on the front elevation shall incorporate use of transoms, bay windows, shutters, dormers, or other similar window enhancements.

- (2) *Architectural details.* The front elevation shall incorporate enhanced architectural details including corbels, quoining, louvered vents, keystones, decorative railings, coach lights, or other architectural features as approved by the executive director of development services or their designee.
 - (3) *Variable roof design.* At least two (2) different roof types (e.g. hip and gable) or two (2) different roof planes of varying height, direction, or pitch shall be provided.
 - (4) *Side or rear entry garage.* No garage doors shall face the street on the primary elevation. This provision includes homes with side-entry, J-swing, detached, or rear-entry garages.
 - (5) *Recessed garage.* The exterior wall on either side of the garage door facing the street shall be recessed at least five (5) feet behind the main roof line of the house, including the front porch.
 - (6) *Vertical articulation.* A minimum of three (3) wall planes shall be provided on the front elevation, with offsets being at least twelve (12) inches deep.
 - (7) *Covered front porch.* A covered front porch at least sixty (60) square feet in area shall be provided on a single-family home; or at least forty (40) square feet in area per unit on a two-family dwelling, townhouse, or fourplex for ground floor residential units. Such porch shall measure not less than five (5) feet in any direction. A covered front porch shall not be required for residential units above the ground floor.
 - (8) *Enclosed patio.* A patio or outdoor seating area enclosed on at least three (3) sides by a fence or wall at least thirty-six (36) inches in height.
 - (9) *Enhanced garage doors.* Garage doors shall have accent windows and decorative hardware.
- (c) If a garage is provided, the following standards shall be met:
- (1) A garage door facing the street shall not comprise more than fifty (50) percent of the horizontal length of the front elevation; and
 - (2) The exterior wall on either side of the garage door shall not protrude further than the roof line of the front porch.
- (d) Landscaping required. Minimum required landscaping shall be determined by this section. All detached single-family dwellings located within the district “RT-1” residential townhouse single-family district shall have at least one (1) canopy tree planted in the front yard, ten (10) three-gallon shrubs planted in the front yard, and ground cover landscaping. One (1) additional canopy tree shall be planted in the front yard for two-family dwellings, three-family dwellings, and fourplexes.
- (1) *Trees.* The following requirements shall apply to tree landscaping.
Newly planted trees shall measure at least three (3) inch caliper and six (6) feet in height at the time of planting, and shall be planted in a permeable area not less than three (3) feet in diameter. Tree and shrub plantings shall be of a recommended species as detailed in the planned unit development approved plant list attached as *Exhibit B*.
 - (a.) Existing trees to be used for landscape credit shall be in a healthy physical state, shall measure at least three (3) caliper inches, and shall be maintained in an undisturbed area within the drip line of the tree.

- (b.) Should an existing or newly planted tree used for landscape credit die within a year of planting, it shall be replaced with new landscaping according to the requirements of this section.
 - (c.) Each canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by four (4). Each non-canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by two (2). Each two (2) square feet of planting bed used and maintained for the purpose of rotating live decorating planting materials shall reduce the number of shrubs required by one (1).
 - (d.) The placement of shrubbery shall take into consideration the plant size at maturity and shall be located so as not to conflict with vehicular or pedestrian traffic visibility.
- (2) *Ground cover.* The following requirements shall apply to ground cover landscaping:
 - (a.) All residential structures within the district “RT-1” residential townhouse single-family district shall be fully covered with groundcover of a recommended type as detailed in the planned unit development approved plant list attached as *Exhibit B* to ensure compatibility and to control dust, erosion, and sediment from migrating off-site. Natural areas may be left undisturbed and do not require sodding and irrigation.
 - (b.) Approved ground cover or grasses as shown in *Exhibit B* shall be planted in the remaining area of the lot or parcel not planted in trees, shrubbery, planting beds, left undisturbed, or covered by structures, pavement or other impervious surfaces.
 - (c.) Approved non-vegetative ground cover materials (such as washed gravel, bark mulch, lava rock, rock, or other decorative covers generally used in landscaping) may be used to meet the provisions of this section. Where approved, non-vegetative ground cover shall be porous and form a uniform appearance free from weeds and grasses.
- (3) *Irrigation.* All vegetative landscaping required by this section shall be irrigated by either an automated system, or a hose bib attachment within one hundred fifty (150) feet of all landscaping. Automated underground irrigation systems shall be designed and installed in accordance with the requirements of other Killeen City Code provisions. The planning director may waive irrigation requirements where xeriscaping or a substitute landscaping plan is used.
- (e) All landscaping must be in place upon final inspection unless an extension is granted in writing by the planning director. Such extension shall not exceed sixty (60) days.
- (f) 35% of all common areas shall be devoted to open space.
 - (1) Common area shall mean private property owned in common by, and designated for the private use of, the owners or occupants of units in a particular project, planned unit development, or subdivision. Common area uses include, but are not limited to, recreation areas, gyms, pools, community centers, parks and plazas, dog parks, ornamental areas open to the general view within the project or subdivision, and building

- setbacks not otherwise required by ordinance. The common area does not include public streets, alleys, required building setbacks or utility easements.
- (2) Open space shall mean property under public or private ownership which is used for parks, recreation, leisure, conservation, preservation of native habitat and other natural resources, surface water impoundment, historic, or scenic purposes. Impervious surfaces are not permitted. Natural areas may be left undisturbed and do not require sodding and irrigation. Dedicated parkland may be credited as open space; however, open space may not be credited towards a parkland dedication requirement.

Fencing Requirements.

- (a) All fencing shall not exceed six (6) feet in the height.
- (b) Materials not originally intended for use in constructing a fence are prohibited as fencing and screening materials. Examples of prohibited materials include plywood, particleboard, corrugate metal, railroad ties, tires, door panels, and other makeshift materials. R-Panel and U-Panel fences are permitted provided they are capped at the top.
- (c) Use of salvaged fencing materials including materials that are weathered, worn, rusted, corroded, or otherwise deteriorated shall be prohibited.
- (d) Chain-link fencing (including posts) for any use shall be black or green vinyl coated. Chain-link fencing is not permitted for any residential uses.
- (e) Barbed wire fencing is prohibited.

II. DISTRICT “R-3A” MULTIFAMILY APARTMENT RESIDENTIAL DISTRICT

Multifamily residential lots will conform to the baseline standards for the district “R-3A” multifamily apartment residential district with the following modifications:

- (a) The height of any structure or building in this district shall not exceed fifty (50) feet.
- (b) There shall be no minimum front yard depth. Structures or buildings in this district are encouraged to be built up to the sidewalk to create an urban form. The maximum front yard depth for multifamily structures fronting Anthem Boulevard shall be twenty-five (25) feet measuring from the property line. Multifamily structures set back behind the structures fronting Anthem Boulevard shall have no maximum setback.
- (c) There shall be a rear yard having a depth of not less than ten (10) feet.
- (d) The minimum lot area shall be one-half (½) acre. For developments larger than one-half (½) acre the minimum land area per dwelling unit shall not be less than one thousand seven hundred fifty (1,750) square feet.

- (e) A minimum of one and two-fifths ($1\frac{2}{5}$) off-street parking spaces shall be provided per dwelling unit, as defined in Killeen City Code Sec. 31-217. Contiguous parking lots shall not allow for uninterrupted vehicular movement in order to prevent raceway effect. Off-street parking shall conform to Killeen City Code Chapter 31 Article V, Division 3 except as modified in *Exhibit C*.
- (f) Parking areas shall be screened from the dedicated public roadways and placed behind the residential buildings in this district to create an urban form.
- (g) Screening requirements shall also include a requirement when property zoned R-3A abuts property zoned RT-1. The property owner of the R-3A zoned property shall erect and be responsible for the maintenance of an approved screening device along the common lot line between the R-3A property and the RT-1 property. Approved screening materials include vegetative screening, masonry, or cementitious material at least six (6) feet in height; provided, any such structure in excess of (8) feet in height shall be deemed a wall subject to the provisions of the building code of the city.
 - (1) If trees are used as vegetative screening, one (1) canopy tree measuring at least three (3) caliper inches and six (6) feet in height shall be planted every forty (40) feet.
- (h) Landscaping required. Minimum required landscaping shall be determined by this section. All tracts located within the district “R-3A” multifamily apartment residential district shall have at least one (1) canopy tree planted and six (6) three-gallon shrubs planted per every four (4) dwelling units. At least thirty (30) percent of required shrubs shall be placed in the yards fronting the dedicated public roadways.
 - (1) *Trees*. The following requirements shall apply to tree landscaping.

Newly planted trees shall measure at least three (3) inch caliper and six (6) feet in height at the time of planting, and shall be planted in a permeable area not less than three (3) feet in diameter. Tree and shrub plantings shall be of a recommended species as detailed in the planned unit development approved plant list attached as *Exhibit B*.

 - (a.) Existing trees to be used for landscape credit shall be in a healthy physical state, shall measure at least three (3) inches and shall be maintained in an undisturbed area within the drip line of the tree.
 - (b.) Should an existing or newly planted tree used for landscape credit die within a year of planting, it shall be replaced with a new tree according to the requirements of this section.
 - (c.) Each canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by four (4). Each non-canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by two (2). Each two (2) square feet of planting bed used and maintained for the purpose of rotating live decorating planting materials shall reduce the number of shrubs required by one (1).
 - (d.) The placement of shrubbery shall take into consideration the plant size at maturity and shall be located so as not to conflict with vehicular or pedestrian traffic visibility.

- (e.) Trees used as vegetative screening shall be counted towards the total tree requirement for the district “R-3A” multifamily apartment residential district.
 - (f.) Fee-in-lieu shall be accepted for up to twenty-five (25) percent of the total tree requirement in the event trees cannot be reasonably planted in certain areas of the property. Fees shall be one hundred (100) dollars per required caliper inch.
- (2) *Ground cover.* The following requirements shall apply to ground cover landscaping:
 - (a.) All residential structures within the “R-3A” multifamily apartment residential district shall be fully covered with groundcover of a recommended type as detailed in the planned unit development approved plant list attached as *Exhibit B* to ensure compatibility and to control dust, erosion, and sediment from migrating off-site. Natural areas may be left undisturbed and do not require sodding and irrigation.
 - (b.) Approved ground cover or grasses as shown in *Exhibit B* shall be planted in the remaining area of the lot or parcel not planted in trees, shrubbery, planting beds, left undisturbed, or covered by structures, pavement or other impervious surfaces.
 - (c.) Approved non-vegetative ground cover materials (such as washed gravel, bark mulch, lava rock, rock, or other decorative covers generally used in landscaping) may be used to meet the provisions of this section. Where approved, non-vegetative ground cover shall be porous and form a uniform appearance free from weeds and grasses.
- (3) *Irrigation.* All landscaping required by this section shall be irrigated by either an automated system, or a hose bib attachment within one hundred fifty (150) feet of all landscaping. Automated underground irrigation systems shall be designed and installed in accordance with the requirements of other Killeen City Code provisions. The planning director may waive irrigation requirements where xeriscaping or a substitute landscaping plan is used.
- (j) All landscaping must be in place upon final inspection unless an extension is granted in writing by the planning director. Such extension shall not exceed sixty (60) days.
- (k) 35% of all common areas shall be devoted to open space.
 - (1) Common area shall mean private property owned in common by, and designated for the private use of, the owners or occupants of units in a particular project, planned unit development, or subdivision. Common area uses include, but are not limited to, recreation areas, gyms, pools, community centers, parks and plazas, dog parks, ornamental areas open to the general view within the project or subdivision, and building setbacks not otherwise required by ordinance. The common area does not include public streets, alleys, required building setbacks or utility easements.
 - (2) Open space shall mean property under public or private ownership which is used for parks, recreation, leisure, conservation, preservation of native habitat and other natural resources, surface water impoundment, historic, or scenic purposes. Impervious surfaces are not permitted. Dedicated parkland may be credited as open space; however, open space may not be credited towards a parkland dedication requirement.

- (l) All new multi-family developments shall conform to Killeen City Code Chapter 31 Article VI, Division 2 (Multi-family Design Standards).

Commercial Development Standards

III. DISTRICT “B-3” LOCAL BUSINESS DISTRICT

Commercial lots will conform to the baseline standards for the district “B-3” local business district, with the following modifications:

Use Regulations.

A building or premises in the district “B-3” local business district shall be used for the purposes set forth in Killeen City Code Sec. 31-306 with the following additions:

- (a) Building material and lumber sales (outside storage shall be allowed as an accessory use, provided the storage area does not exceed ten (10) percent of the gross site area on that lot).
- (b) Indoor firing range.
- (c) Garden shop, greenhouse or nursery (retail).
- (d) Liquor stores to be operated under, and in accordance with, a valid Texas Alcoholic Beverage Commission issued package store permit provided that such establishment:
 - (1) Complies with all applicable rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended. Said rules and regulations are hereby adopted and incorporated herein for all purposes; and
 - (2) Is not located within: three hundred (300) feet of a church, public or private school or public hospital; one thousand (1,000) feet of a public school if a request is submitted to city council by the board of trustees of a school district under V.T.C.A., Education Code § 38.007; or one thousand (1,000) feet of a private school if a request is submitted to city council by the governing body of the private school. The measurement of the distances shall be as provided under V.T.C.A., Alcoholic Beverage Code § 109.33 and in accordance with the procedures established by the TABC, as amended, which is hereby adopted and incorporated herein for all purposes. The city council may, however, allow a variance from this distance requirement in accordance with V.T.C.A., Alcoholic Beverage Code § 109.33(e). The following exemptions to the above-stated distance requirements and expansion of the application of the distance requirements from day-care centers and child-care facilities are provided under the TABC and are hereby adopted to provide:
 - (a.) The one thousand-foot public or private school distance extension shall not apply to the holder of: a retail on-premises consumption permit or license if less than fifty (50) percent of the gross receipts for the establishment is from the sale or service of alcoholic beverages; a retail off-premises consumption permit or license if less than fifty (50) percent of the gross receipts for the premises,

excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or a wholesaler's, distributor's, brewer's, distiller's and rectifier's, winery, wine bottler's or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are ordinarily used and understood in V.T.C.A., Alcoholic Beverage Code ch. 102.

- (b.) The one thousand-foot private school distance extension shall not apply to the holder of: a license or permit issued under V.T.C.A., Alcoholic Beverage Code chs. 27, 31, or 72 who is operating on the premises of the private school; or a license or permit covering an establishment where minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53 and that is located within one thousand (1,000) feet of a private school.
- (c.) The three hundred-foot general distance prohibition shall not apply to the holder of: a license or permit who also holds a food and beverage certificate covering an establishment that is located within three hundred (300) [feet] of a private school; or a license or permit covering a premises where minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53 and that is located within three hundred (300) feet of a private school. In this section, "private school" means a private school, including a parochial school that offers a course of instruction for students in one (1) or more grades from kindergarten through grade 12 and has more than one hundred (100) students enrolled and attending courses at a single location. In addition, the three hundred-foot general distance prohibition shall have no impact the right of a duly licensed and permitted establishment from continuing to operate if a church, public or private school or public or private hospital locates within three hundred (300) feet of the existing business establishment.
- (d.) This subsection applies only to a permit or license holder under V.T.C.A., Alcoholic Beverage Code chs. 25, 28, 32, 69, or 74 who does not hold a food and beverage certificate. Except as provided by this subsection, the provisions of this section 31-311(2) relating to a public school also apply to a day-care center and a child-care facility as those terms are defined by V.T.C.A., Human Resources Code § 42.002. However, the one thousand-foot distance extension by request is not available to a day-care center or child-care facility. This subsection does not apply to a permit or license holder who sells alcoholic beverages if: (1) the permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or (2) the permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building. This subsection does not apply to a foster group home, foster family home, family home, agency group home, or agency home as those terms are defined by V.T.C.A., Human Resources Code § 42.002.
- (e) Indoor entertainment, defined as a predominantly spectator use conducted within an enclosed building. This use includes meeting halls and dance halls.

- (f) Indoor sports and recreation, defined as a recreational use conducted within an enclosed building. This use includes bowling alleys, billiard parlors, ice and roller skating rinks, arcades, electronic video arcades, and indoor courts.
- (g) Outdoor sports and recreation, defined as a recreational use conducted in open, partially enclosed, or screened facilities. This use includes driving ranges, miniature golf courses, golf courses, swimming pools, tennis courts, and outdoor courts.
- (h) Auto repair/oil change, defined as a national or regional brand or franchise with a minimum of twenty-five (25) locations. Examples include but are not limited to Firestone, Valvoline, Strand Brothers, Take 5 Oil, NTB, and Murphy Oil.
 - (1) Bay/service doors may not be oriented towards Martin Luther King, Jr. Boulevard.
 - (2) No more than one (1) auto use shall be permitted.
- (i) Self-storage facilities, defined as an enclosed building or group of enclosed buildings that contains varying sizes of indoor controlled access stalls or lockers for the storage of a customer's goods or wares. No outside storage shall be permitted on-premises. Storage units with outdoor exterior sectional overhead doors are prohibited. (1) No more than one (1) self-storage use shall be permitted.
- (j) Prohibited uses in this district shall include resale/thrift stores, tattoo parlors, pawn shops, check cashing, and car washes.

Other development standards for “B-3” local business district.

- (a) *Landscaping required.* Minimum required landscaping shall be determined by this section. Where possible, approximately thirty (30) percent of the required landscaping should be located in the dedicated public roadway frontage; however, any reasonable distribution of landscaping in proportion to street frontage may be approved by the planning director.
- (b) *Trees.* The following requirements shall apply to tree landscaping:
 - (1) The minimum number of required trees shall be calculated by dividing the lot or parcel frontage (i.e. the length in feet of lot lines abutting street frontages) by 20. The resulting quotient, with any remainder rounded up to the next nearest whole number, shall be the total number of trees required. The length of the lot lines for irregular lots shall be the average width or length of the lot. A reduction in the required number of trees shall apply to lots with more than one street frontage by dividing the total lot frontages by 30 instead of 25.
 - (2) Not less than fifty percent (50%) of the required trees planted in the area to be landscaped shall be canopy trees.
 - (3) Newly planted trees shall measure at least three (3) inch caliper and eight (8) feet high at the time of planting, and shall be planted in a permeable area not less than six (6) feet in diameter.

- (4) Existing trees to be used for landscape credit shall be in a healthy physical state, shall measure at least three (3) inch caliper and shall be maintained in an undisturbed area within the drip line of the tree.
 - (5) Should an existing tree used for landscape credit die within a year of planting, it shall be replaced with new landscaping according to the requirements of this section.
 - (6) Tree plantings shall be of a recommended species as detailed in the planned unit development approved plant list attached as *Exhibit B*.
 - (7) Trees used as vegetative screening shall be counted towards the total tree requirement for the district “B-3” local business district.
 - (8) Fee-in-lieu shall be accepted for up to twenty-five (25) percent of the total tree requirement in the event trees cannot be reasonably planted in certain areas of the property. Fees shall be one hundred (100) dollars per required caliper inch.
- (c) *Parking lot trees.* The following requirements shall apply to parking lots.
- (1) Parking lots in the district “B-3” local business district shall be planted with at least one (1) tree island within one hundred and forty four (144) feet of each parking space. Parking lot trees may be spaced throughout the parking lot at the developer’s discretion.
 - (2) Each parking island shall be planted with one (1) canopy tree measuring at least three (3) inch caliper.
 - (3) Parking lot trees shall not be counted towards the total tree requirement for the district “B-3” local business district.
 - (4) Canopy trees used as part of this requirements shall be of a recommended species as detailed in the planned unit development approved plant list attached as *Exhibit B*.
- (d) *Shrubbery.* The following requirements shall apply to shrubbery landscaping:
- (1) The number of required shrubs shall be calculated by dividing the lot or parcel frontage (i.e. the length in feet of lot lines abutting street frontages) by three (3). The resulting quotient, with any remainder rounded up to the next nearest whole number, shall be the total number of shrubs required.
 - (2) Each canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by ten (10). Each non-canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by six (6). In like manner, 10 shrubs can be substituted for 1 canopy tree and 6 shrubs can be substituted for a non-canopy tree.
 - (3) Shrubs shall not be less than three (3) gallons in size. Three (3) perennial shrubs smaller than three (3) gallons may be substituted for this requirement.
 - (4) The placement of shrubbery shall take into consideration the plant size at maturity and shall be located so as not to conflict with vehicular or pedestrian traffic visibility.
 - (5) Shrub plantings shall be of a recommended species as detailed in the planned unit development approved plant list attached as *Exhibit B*.
- (e) *Ground cover.* The following requirements shall apply to ground cover landscaping:
- (1) Natural areas may be left undisturbed and do not require sodding and irrigation.

- Approved ground cover or grasses as shown on *Exhibit B* shall be planted in the remaining area of the lot or parcel not planted in trees, shrubbery, planting beds, left undisturbed, or covered by structures, pavement or other impervious surfaces.
- (2) Approved non-vegetative ground cover materials (such as washed gravel, bark mulch, lava rock, sand, rock, or other decorative covers generally used in landscaping) may be used to meet the provisions of this section. Where approved, non-vegetative ground cover shall be porous and form a uniform appearance free from weeds and grasses.
- (f) *Irrigation.* All vegetative landscaping required by this section shall be irrigated by either an automated system, or a bib hose attachment within one hundred fifty (150) feet of all landscaping. Automated underground irrigation systems shall be designed and installed in accordance with the requirements of other Killeen City Code provisions. The building official may waive irrigation requirements where xeriscaping or a substitute landscaping plan is used.
- (g) *Parking.* Off-street parking shall conform to Killeen City Code Chapter 31 Article V, Division 3 except as modified in *Exhibit C*.
- (h) *Signage.* No more than five (5) ground signs may be erected fronting FM 2410.
- (1) Up to two (2) multi-tenant ground signs fronting FM 2410 may be seventy (70) feet in height with a square footage no greater than 750 square feet and a minimum setback of ten (10) feet.
- (2) Up to three (3) multi-tenant ground signs fronting FM 2410 may be thirty (30) feet in height with a square footage no greater than two hundred (200) square feet.
- (i) *Fencing.*
- (1) Materials not originally intended for use in constructing a fence are prohibited as fencing and screening materials. Examples of prohibited materials include plywood, particleboard, corrugate metal, railroad ties, tires, door panels, and other makeshift materials. R-Panel and U-Panel fences are permitted provided they are capped at the top.
- (2) Fencing and screening devices shall be at least six (6) feet in height. Any such structure in excess of eight (8) feet in height shall be deemed a wall subject to the provisions of the building code of the city.
- (2) Use of salvaged fencing materials including materials that are weathered, worn, rusted, corroded, or otherwise deteriorated shall be prohibited.
- (3) Chain-link fencing (including posts) for any use shall be black or green vinyl coated. Chain-link fencing is not permitted for any residential uses.
- (j) *Screening.* Screening requirements shall also include a requirement when property zoned B-3 abuts property zoned RT-1 or R-3A. The property owner of the B-3 zoned property shall erect and be responsible for the maintenance of an approved screening device along the common lot line between the R-3A property and the RT-1 property. Approved screening materials include vegetative screening, masonry, or cementitious material.
- (1) If trees are used as vegetative screening, one (1) canopy tree measuring at least three (3) caliper inches and six (6) feet in height shall be planted every forty (40) feet.

- (k) *Height.* The height of any building in this district shall not exceed fifty (50) feet. Exceptions to this maximum shall include light poles and netting for indoor sports and recreation and/or outdoor sports and recreation.
- (l) *Detention ponds.* Drainage infrastructure in the commercial district shall include regional detention to the extent possible.

Other PUD Features and Regulations

IV. AVIATION REGULATIONS.

- (a) The PUD will comply with federal aviation regulations. Approval of the PUD shall constitute a variance from Killeen City Code Sec. 7-54 through Sec. 7-57.
- (b) Fencing between the PUD and an adjacent airport shall be made of wrought iron.
- (c) Sound attenuation requirements shall conform with Killeen City Code Sec. 8-340.
- (d) The PUD is adjacent to the Skylark Field Airport. High-density residential uses shall be permitted so long as sound attenuation requirements are met and approval is obtained from the Federal Aviation Administration (“FAA”) as required under FAA Form 7460.

V. SPECIAL REQUIREMENTS ALONG ANTHEM BOULEVARD.

- (a) Landscaping required. Minimum required landscaping shall be determined by this section. Where possible each side of Anthem Boulevard shall include one (1) canopy tree measuring at least four (4) inch caliper per fifty (50) linear feet of frontage. Tree plantings shall be of the species detailed in the Anthem Boulevard Tree Landscaping Plan attached as *Exhibit F*. Trees fronting Anthem Boulevard shall be credited as frontage trees.
- (b) *Ground cover.* The following requirements shall apply to ground cover landscaping:
 - (1) Natural areas may be left undisturbed and do not require sodding and irrigation.
 - (2) Approved ground cover or grasses as shown in *Exhibit B* shall be planted in the remaining area of the lot or parcel not planted in trees, shrubbery, planting beds, left undisturbed, or covered by structures, pavement or other impervious surfaces.
- (c) *Irrigation.* All vegetative landscaping required by this section shall be irrigated by an automated system. Automated underground irrigation systems shall be designed and installed in accordance with the requirements of other Killeen City Code provisions.
- (d) *Fencing.* Fencing along Anthem Boulevard shall be made of masonry.

VI. PARKS/OPEN SPACE

Parkland dedication requirements will be calculated using the ratios and fees below. The amount of parkland required to be dedicated may not exceed ten (10) percent of the gross site area of the development required to provide the dedication. The developer may satisfy the parkland dedication requirements with fee-in-lieu payment.

Parkland Dedication Calculations:*Land Dedication.*

Single-Family/Two-Family:	1 acre per 67 dwelling units
Multi-Family:	1 acre per 77 dwelling units

Parkland Development Fee.

Single-Family/Two-Family:	\$450 per dwelling unit
Multi-Family:	\$250 per dwelling unit

Fee-in-Lieu.

Single-Family/Two-Family:	\$750 per dwelling unit
Multi-Family:	\$650 per dwelling unit

- (a) Initial dedication. The applicant will dedicate and install an initial five (5) acres of parkland (the “initial dedication”) to the city as part of the planned unit development.
 - (1) The following are minimum requirements for the initial dedication, with the sizes to be determined based on protecting existing trees and natural topography of the area.
 - (a.) One (1) playground/playscape area.
 - (b.) One (1) fenced dog park.
 - (c.) One (1) walking trail of at least 1,000 linear feet composed of concrete or paved surface.
 - (2) All parkland shall front Anthem Boulevard.
 - (3) Parkland dedicated as part of initial dedication shall be a minimum of two (2) contiguous acres in size.
 - (4) The initial dedication shall provide off-street parking as determined by the planning director. The required parking area for parkland shall not exceed five percent (5%) of the area to be dedicated.
- (b) Remaining parkland dedication.
 - (1) Fee-in-lieu shall be permitted for any parkland dedication or parkland development requirement. Parkland fees in each residential zoning district shall be paid before the issuance of the first building permit for each tract.
 - (2) Parkland required to be dedicated may be dedicated through a conservation easement or other easement.
 - (3) Parkland dedicated by any owner within the planned unit development shall be credited toward the cumulative parkland dedication requirements of the entire planned unit development.

- (4) Parkland dedicated beyond the initial dedication shall be a minimum of one-half ($\frac{1}{2}$) contiguous acres in size.
- (5) Alternate compliance for parkland dedication shall be granted for private amenities such as pools, trails, dog parks, clubhouses, and gyms.
- (6) The park amenities shall be built with the phase of the development in which they are located.
- (7) Park amenities in each phase shall be completed before the 100th certificate of occupancy is granted for that specific phase of the development.

VII. LOTS, BLOCKS, AND STREET LAYOUT

- (a) Lots are not required to have frontage on, or access to, a dedicated public street if the lots have frontage on private streets as approved by the planning director.
- (b) The PUD shall be exempted from Killeen City Code Sec. 31-6(8). Multiple residential structures shall be permitted on each lot.
- (c) New electrical utility lines shall be installed underground.

VIII. FLAG LOTS

Flag lots shall be permitted in residential districts provided the lots meet the requirements of Killeen City Code Sec. 26-94. Flag lots shall be permitted for commercial tracts provided the lot meets the following conditions:

- (a) The lot has a minimum width of twenty (20) feet at the street;
- (b) The length of the projection to the street does not exceed one thousand (1,000) feet; and
- (c) Joint access agreements between lots within the district “B-3” local business district shall be formally recorded to ensure access to a dedicated public street.

IX. NON-RESIDENTIAL DESIGN STANDARDS.

The requirements of this section shall apply to all new commercial, industrial, and institutional developments, including but limited to retail buildings, office buildings, schools, churches, civic buildings, warehouses, and other non-residential uses.

Site design standards. All new non-residential developments shall meet the following standards:

- (a) Side and rear elevations visible from a public roadway shall incorporate architectural features consistent with the front façade.
- (b) Flat roofs shall require a parapet wall at least thirty-six (36) inches in height.
- (c) Dumpsters shall be screened from view on all sides by a concrete or masonry wall, or metal screening fence at least six (6) feet in height. Metal screening fences shall be R-panel or U-panel and shall be coated and capped at the top.

- (d) Mechanical equipment shall be screened from view on all sides by a parapet wall, screening wall, or continuous landscape hedge.
- (e) All buildings and structures on a lot, including accessory structures, dumpster enclosures, and gas station canopies, must share a common, identifiable, complementary design or style.
- (f) Pole mounted lights shall not exceed twenty (20) feet in height and shall be shielded. Wall-mounted exterior lighting shall be shielded. A detailed lighting and photometric plan shall be included with non-residential building permit applications. The photometric measurement shall be zero (0) measured three (3) feet past the property line perimeter for locations abutting residential uses. The photometric measurement shall be zero (0) measured at the property line perimeter for locations abutting aviation uses. The height standards in this subsection do not apply to lighting used for indoor sports and recreation and/or outdoor sports and recreation.

Architectural standards.

- (a) All new non-residential developments shall include the following:
 - (1) Horizontal articulation. Exterior walls shall not have an uninterrupted length greater than sixty (60) feet, with offsets being at least eighteen (18) inches deep.
 - (2) Vertical articulation. A parapet wall shall not have an uninterrupted length greater than sixty (60) feet, with articulations being at least twelve (12) inches in height. Parapet walls shall require detailing such as cornice detail, trim detail, etc.
- (b) All new non-residential developments shall also include the following:
 - (1) Sheltered entry. Primary entrances shall be covered with a canopy, awning, arcade, porte cochère, architectural recess, or other similar feature that provides shelter from the elements.
 - (2) Transparency. A minimum of fifty (50) percent of the first floor of the primary elevation and twenty-five (25) percent of all other street-facing elevations shall be comprised of transparent, non-reflective windows that provide views into occupied spaces for spaces with less than eight thousand (8,000) square feet of leasable space. Leasable spaces greater than eight thousand (8,000) square feet in size must have a minimum of thirty (30) percent of the first floor of the primary elevation comprised of transparent, non-reflective windows that provide views into occupied spaces.

X. OWNERS' ASSOCIATION

A property owners' association shall be established as part of the planned unit development. The owner's association shall be responsible to provide for operation, repair, and maintenance of open drainage systems or structures, landscaping, irrigation systems, fences, gate equipment, parking areas, buffering systems, living screens, screening walls, subdivision entryway features such as monuments or signage, and other physical facilities, grounds, or amenities held in common areas that are necessary or desirable for the welfare of the area or subdivision. A copy of the agreements, covenants and restrictions establishing and creating the association shall be submitted to the City and reviewed by the city attorney prior to the approval of the final plat of the subdivision and must be recorded with such final plat. Such

final plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by such association.

The owners' association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of private infrastructure, common areas, and amenities per Killeen City Code Sec. 26-86.

All facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the owners' association, other than those located in public easements or rights-of-way, shall be dedicated by easement or deeded in fee simple ownership interest to such association. Such easements or ownership shall be clearly identified on the final plat of the applicable subdivision.

If the developer wishes to locate a subdivision monument sign at the entrance to a development, the sign shall be owned and maintained by the owners' association. The City shall require a right-of-way occupation license prior to the placement of any sign within a City right-of-way. The developer and the owners' association may require new non-residential buildings to be constructed with certain materials if they so choose. At a minimum, the agreements, covenants, conditions, and restrictions establishing and creating the owners' association shall contain and/or provide for the following:

- (a) Definitions of terms contained therein;
- (b) Provisions acceptable to the city for the establishment and organization of the owners' association and the adoption of bylaws for such association, including provisions requiring that the owner of any lot within the applicable subdivision and any successive buyer shall automatically and mandatorily become a member of the association;
- (c) The initial term of the agreements, covenants, conditions, and restrictions establishing and creating the association shall be for a 25-year period and shall automatically renew for successive ten-year periods, and the association may not be dissolved without the prior written consent of the city;
- (d) Provisions acceptable to the city to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds by a responsible body, in perpetuity, and to establish a reserve fund for such purposes;
- (e) Provisions prohibiting the amendment of any portion of the association's agreements, covenants, conditions, or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association without the prior written consent of the city;
- (f) The right and ability of the city or its lawful agents, after due notice to the association, to remove any landscape systems, features or elements that cease to be maintained by the association; to perform the responsibilities of the association if the association fails to do so in compliance with any provisions of the agreements, covenants, conditions, or restrictions of the association or of any applicable city codes or regulations, including but not limited to hiring a management

company on behalf of the association if the association fails to perform any duties in accordance with Killeen City Code Sec. 26-86; to assess the association for all costs incurred by the city in performing such responsibilities if the association fails to do so; and/or to avail itself of any other enforcement actions available to the city pursuant to state law or city codes or regulations; and

- (g) Provisions indemnifying and holding the city harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the city's removal of any landscape systems, features or elements that cease to be maintained by the association or from the city's performance of the operation, maintenance or supervision responsibilities of the association due to the association's failure to perform such responsibilities.

XI. PRIVATE STREETS

Private streets shall conform at a minimum to the standards set forth in *Exhibit E*.

XII. MINOR REVISIONS

The planning director may approve a minor revision to an approved concept plan if the director determines that the minor revision complies with the requirements of this section. An applicant shall request a minor revision in an application submitted to the director.

- (a) A minor revision may not:
 - (1) remove a property restriction or subdivision note;
 - (2) modify a waiver or variance;
 - (3) change an easement, except with the director's approval; or
 - (4) affect property outside the preliminary plan.
- (b) Except as provided in subsection (a), a minor revision may:
 - (1) change lot size or configuration so long as the changes meet the area regulations and other standards in the approved planned unit development;
 - (2) change street width, with approval from the planning director;
 - (3) change street layout, with approval from the planning director;
 - (4) increase the number of dwelling units by no more than ten (10) percent in each zoning district;
 - (5) increase the number of lots by no more than ten (10) percent in each zoning district;
 - (6) change the location of amenities, lighting, common spaces, and open spaces.
- (c) The planning director may determine that other changes similar in scope and effect to those described in subsection (b) are minor revisions.
- (d) The planning director shall either approve, approve with conditions, or disapprove with reasons a minor revision not later than the 30th day after the revision is submitted in writing. A condition for approval or reason for disapproval must be in writing and may not be arbitrary. A minor revision is approved unless the application is approved with conditions or disapproved with reasons within the 30 day period.

XIII. DEVELOPMENT STANDARDS

The property within the planned unit development shall comply with the requirements set forth in Killeen City Code, except as modified in this document. In accordance with Local Government Code Chapter 245, the developer may take advantage of recorded subdivision plat notes, recorded restrictive covenants, or a change to the laws, rules, regulations, or ordinances of Killeen that enhance or protect the project.

Exhibit List

- Exhibit A: Land Use Plan
- Exhibit B: Planned Unit Development Approved Plant List
- Exhibit C: Minimum Off-Street Parking Requirements
- Exhibit D: Anthem Boulevard Cross Section
- Exhibit E: Private Street Cross Section
- Exhibit F: Anthem Boulevard Tree Landscaping Plan
- Exhibit G: Flag Lot Configuration
- Exhibit H: Anthem Park Signage
- Exhibit I: Water and Wastewater Service
- Exhibit J: Existing Drainage



Anthem Park Planned Unit Development (PUD)
Development Standards

Exhibit B: PUD Approved Plant List

Key to abbreviations in Plant List:

Native to:

The Native column indicates plant species that are native to Texas and the area of Texas to which it is native.

- E – Edwards Plateau
- B – Blackland Prairie
- B/E – Native to both Edwards & Blackland
- T – Texas (outside Central Texas)
- X – Hybrid plant with native Texas parentage

Water:

The Water column indicates the particular plant species' water needs.

- VL – Very low – water occasionally
- L – Low – water thoroughly every 3-4 weeks if no rainfall
- M – Medium – water thoroughly every 2-3 weeks if no rainfall
- H – High – water thoroughly every 5-7 days

Evergreen or Deciduous:

The Evergreen/Deciduous column indicates whether the plant species is of an evergreen or deciduous variety. Certain landscaping requirements of the UDC specifically call for evergreen plantings.

- E – Evergreen
- SE – Semi-Evergreen
- D – Deciduous

Approved Plant List - Trees								
Common Name	Scientific Name	Native	Height	Spread	Light	Water	Evergreen/ Deciduous	Utility
Ash, Texas	<i>Fraxinus texensis</i>	E	30'	40-50'	Sun	VL	D	
Cypress, Bald	<i>Taxodium distichum</i>	B/E	50-100'	25-50'+	Sun/part shade	H	D	
Elm, American	<i>Ulmus americana</i>		70-90'	50-90'	Sun/part shade	M	D	
Elm, Cedar	<i>Ulmus crassifolia</i>	B/E	25-60'	25-35'	Sun/part shade	L	D	
Elm, Lacebark	<i>Ulmus parvifolia</i>		40-60'	30-40'	Sun	M	D	
Magnolia, Southern	<i>Magnolia grandiflora</i>		30-100'	30'-40'	Sun	H	E	
Maple, Big Tooth	<i>Acer grandidentatum</i>	E	40-50'	20-30'	Sun/part shade	VL	D	
Oak, Bur	<i>Quercus macrocarpa</i>	B/E	50-75'	50'+	Sun	VL	D	
Oak, Chinquapin	<i>Quercus muhlenbergii</i>	B/E	30-60'	30-40'	Sun	M	D	
Oak, Lacey	<i>Quercus laceyi</i>	E	20-35'	25'	Sun	VL	D	
Oak, Monterey (Mexican White)	<i>Quercus polymorpha</i>	T	40-60'	30-40'	Sun	VL	E	
Oak, Escarpment Live*	<i>Quercus fusiformis</i>	B/E	20-40'	50'+	Sun	L-VL	E	

Anthem Park Planned Unit Development (PUD)
Development Standards

Oak, Shumard Red*	<i>Quercus shumardii</i>	E	30-50'	30'-50'	Sun	L	D	
Oak, Texas Red*	<i>Quercus buckleyi</i>		40-50'	15-30'	Sun	L	D	
Pecan	<i>Carya illinoensis</i>	B	60-90'	60-75'	Sun	M	D	
Sycamore, Mexican	<i>Platanus mexicana</i>		30-50'	40'	Sun/part shade	M-L	D	

Approved Plant List – Shrubs - Screening							
Common Name	Scientific Name	Native	Height	Spread	Light	Water	Evergreen/ Deciduous
Screening							
Abelia Glossy	Abelia grandiflora		6'	6'	Sun/part shade	L-M	E
Acuba	Acuba japonica		3-5'	3-5'	Part shade	M	E
Cotoneaster	Cotoneaster sp.		3-5'	4-7'	Sun/Part shade	M	E
Germander, Bush	Teucrium fruticans		4-6'	4-6'	Sun/part shade	L	E
Hawthorne, Indian	Rhaphiolepis indica		4-6'	4-6'	Sun/part shade	M	E
Holly, Burford	Ilex cornuta 'Burfordii'		8-12'	8-10'	Sun/part shade	L	E
Holly, Dwarf Burford	Ilex cornuta 'Burfordii Nana'		4-6'	3-4'	Sun/Part shade	L	E
Holly, Nellie R. Stevens	Ilex cornuta 'Nellie R. Stevers'		8-10	5-6'	Sun	L-M	E
Holly, Dwarf Yaupon	Ilex vomitoria 'Nana'	X	2-4'	2-4'	Sun/shade	L	E
Jasmine, Primose	Jasminum mesnyi		6-8'	8-15'	Sun/Part shade	L	E
Rosemary, Upright	Rosmarinus officinalis		4'	4-6'	Sun	M	E
Sage, Texas	Leucophyllum frutescens	T	4-5'	4-5'	Sun	L	E
Sumac, Evergreen	Rhus virens	B/E	4-10'	4-6'	Sun/Part shade	L	E
Wax Myrtle, Dwarf	Myrica pusilla; Morella cerifera var. pumila		3-5'	3-6'	Part shade/ sun	M	E
Wax Myrtle, Southern	Myrica cerifera	B	Shrub to 12'	6-15'	Sun/ part shade	M	E
Large							
Butterfly Bush, Wooly	Buddleja marrubiifolia	T	5'	5'	Sun/part shade	M	D
Crape Myrtle	Lagerstroemia indica		4-30'	10-20'	Sun	L-M	D
Poinciana, Bird of Paradise	Caesalpinia gilliesii	4-6'	5-15'		Sun	L	D
Poinciana, Mex. Bird of Par.	Caesalpinia mexicana	3-7'	10-15'		Sun/part shade	M-L	D

Anthem Park Planned Unit Development (PUD)
Development Standards

Approved Plant List - Shrubs							
Common Name	Scientific Name	Native	Height	Spread	Light	Water	Evergreen/ Deciduous
Rose, Mutabilis	<i>Rosa 'Mutabilis'</i>		6'	8'	Sun	M	SE
Senna, Flowering	<i>Cassia corymbosa</i>		6-8'	6-8'	Sun	L-M	SE
Sumac, Fragrant	<i>Rhus aromatica</i>	B/E	6-9'	4-6'	Sun/part shade	L	D
Viburnum, Sandankwa	<i>Viburnum suspensum</i>		6-8'	6-8'	Sun/ shade	M	D
Yucca, Spanish Dagger	<i>Yucca rostrata</i>	T	5-15'	4'	Sun/part shade	VL	E
Medium							
Agave, Blue	<i>Agave tequilana</i>		6'	6'	Sun	VL	E
Agave, Century Plant	<i>Agave americana</i>	T	6'	8-10'	Sun/part shade	VL	E
American Beautyberry	<i>Callicarpa americana</i>	B	4-6'	6'	Part shade/shade	L-M	D
Barberry, Japanese	<i>Berberis thunbergii f. atropurpurea'</i>		4-6'	4-6'	Sun/shade	L-M	D
Elbow Bush	<i>Forestiera pubescens</i>	E	4-6'	4-5'	Sun/Part shade	VL	D
Esperanza/ Yellow Bells	<i>Tecoma stans</i>	T	4'-8'	4-6'	Sun	L-M	D
Flame Acanthus	<i>Anisacanthus quadrifidus var. wrightii</i>	E	3-4'	3-4'	Sun/part shade	VL	D
Indigo Spires	<i>Salvia 'Indigo Spires'</i>	X	3-4'	5-7'	Sun/part shade	L-M	D
Mistflower, White (Shrubby White Boneset)	<i>Ageratina havanense</i>	E	3-4'	2-3'	Sun/part shade	L	D
Palmetto, Texas Dwarf	<i>Sabal minor</i>	B/E	3-5'	4-6'	Sun/shade	M	E
Rose, 'Belinda's Dream'	<i>Rosa 'Belinda's Dream'</i>		4'	4'	Sun	M	SE
Rose, 'Cecile Bruner'	<i>Rosa, 'Cecile Bruner'</i>		3-4'	3-4'	Sun	M	SE
Rose, 'Knock Out'	<i>Rosa 'Knock Out'</i>		3'	3'	Sun	M	SE
Rose, 'Livin' Easy'	<i>Rosa 'Livin' Easy'</i>		4'	3'	Sun	M	SE
Rose 'Martha Gonzales'	<i>Rosa 'Martha Gonzales'</i>		3'	3'	Sun/part shade	M	SE
Sage, Cherry (Autumn Sage)	<i>Salvia greggii</i>	E	2-3'	2-3'	Sun	L	E
Sage, Henry Duelberg (Blue Sage)	<i>Salvia farinacea 'Henry Duelberg'</i>	X	3'	3'	Sun	L	D
Sage, Jerusalem	<i>Phlomis fruticosa</i>		2-3'	3-4'	Sun	L	E
Sage, Majestic	<i>Salvia guaranitica</i>		3-5'	4-5'	Sun/shade	L	D
Sage, Mexican Bush	<i>Salvia leucantha</i>		4-5'	4-5'	Sun	L	D
Sage, Penstemon Big Red Sage	<i>Salvia penstemonoides</i>	E	3-4'	1-2'	Sun/part shade	L	D
Sage, Russian	<i>Perovskia atricplifolia</i>		3"	3'	Sun	L	D
Senna, Lindheimer	<i>Cassia lindheimeriana</i>	E	3-4'	3-4'	Part shade/sun	L	D
Sotol, Texas	<i>Dasyliion texanum</i>	E	3-4'	3-4'	Sun/part shade	L	E
Turk's Cap	<i>Malvaviscus arboreus</i>	E	2-6'	3-5'	Sun or shade	L	E
Yucca, Giant Hesperaloe	<i>Hesperaloe funifera</i>		6'	4'	Sun	VL	E
Yucca, Softleaf	<i>Yucca recurvifolia</i>		4-6'	3'	Sun/part shade	VL	E

Anthem Park Planned Unit Development (PUD)
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Small							
Agave, Parry's	<i>Agave parryi</i>	T	1-1.5'	1.5'	Sun/part shade	VL	E
Agave, Queen Victoria	<i>Agave victoriae-reginae</i>	T	1.5'	1.5'	Sun/part shade	VL	E
Artemisia	<i>Artemisia 'Powis Castle'</i>		1-2'	3-6'	Sun	VL	E
Coralberry	<i>Symphoricarpos orbiculatus</i>	T	2-3'	2-3'	Sun/ part shade	L	D
Dalea, Black	<i>Dalea frutescens</i>	E	1-3'	3-4'	Sun	VL	D
Sage, Cedar	<i>Salvia roemeriana</i>	E	1-2'	1-2'	Part shade/shade	VL	D
Sage, Scarlet or 'Tropical'	<i>Salvia coccinea</i>	B	1.5-3'	1-1.5'	Sun/Shade	L	D
Skullcap, Pink	<i>Scutellaria suffrutescens</i>		1'	3'	Sun/ part shade	L	E
Yucca, Red	<i>Hesperaloe parviflora</i>	E	2-4'	4'	Sun/part shade	VL	E

Approved Plant List – Perennials /Groundcovers							
Common Name	Scientific Name	Native	Height	Spread	Light	Water	Evergreen/ Deciduous
Fall obedient plant	<i>Physostegia virginiana</i>		2'	3'	Part sun /shade	M	D
Gaura	<i>Gaura lindheimeri</i>	T	2' – 4'	3'	Sun /part shade	L-M	D
Blackfoot Daisy	<i>Melampodium leucanthum</i>		1'	1 -2'	Sun	M	D
Giant blue Sage	<i>Salvia azurea</i>		3' – 6'		Sun/part shade	L	D
Mealy sage	<i>Salvia farinacea</i>		1-3'	1-2'	Full Sun	L	D
Silver ponyfoot	<i>Dichondrda argentea</i>			2'	Sun/shade	M	D
Purple coneflower	<i>Echinacea angustifolia</i>		1 – 2'		Sun/shade	L-M	D
Scarlet penstemon	<i>Penstemon triflorus</i>		1-2'	1-2'	Sun/shade	L	D
Texas star hibiscus	<i>Hibiscus coccineus</i>		4'	4'	Full Sun	L-M	D
Tropical Sage	<i>Salvia coccinea</i>		3'	1-2'	Sun /shade	L	D

Approved Plant List - Ornamental Grasses							
Common Name	Scientific Name	Native	Height	Spread	Light	Water	Evergreen/ Deciduous
Feathergrass, Mexican; Mexican Wiregrass	<i>Stipa tenuissima; Nassella tenuissima</i>	T	1-2'	1-2.5"	Sun/part shade	L	SE
Fountain Grass, Dwarf	<i>Pennisetum alopecuroides</i>		2.5-3'	2.5-3'	Sun	M	D
Inland Sea oats	<i>Chasmanthium latifolium</i>	B/E	1-3'	3-6'	Part sun/shade	L-M	D
Muhly, Bamboo	<i>Muhlenbergia dumosa</i>		4-5'	4-5'	Sun/part shade	L	E
Muhly, Big; Lindheimer Muhly	<i>Muhlenbergia lindheimeri</i>	E	3-5'	3-4'	Sun/part shade	M-L	D
Muhly, Gulf	<i>Muhlenbergia capillaris</i>	T	2-2.5'	2-3'	Sun/part shade	L-M	D
Muhly, Pine	<i>Muhlenbergia dubia</i>	T	1-3'	1-3'	Sun/part shade	VL	E

Approved Plant List – Turf Grasses							
Common Name	Scientific Name	Native	Height	Spread	Light	Water	Evergreen/ Deciduous
Buffalograss	<i>Buchlooe dactyloides</i>				Sun	VL	D
Bermuda grass – Sod	<i>Cynodon dactylon</i>				Sun	L	D
Bermuda grass - Hydro	<i>Cynodon dactylon</i>				Sun	L	D
Zoysia grass	<i>Zoysia sp.</i>				Sun	L	D
Native sun turf grass mix (buffalograss and blue grama)	<i>Buchloe dactyloides</i> and <i>Bouteloua gracilis</i>				Sun	L	D
Thunder turf grass mix (buffalograss, blue grama, and curly mesquite).	<i>Buchloe dactyloides</i> , <i>Bouteloua</i> <i>gracilis</i> , and <i>Hhilaria belangeri</i>				Sun	L	D

Exhibit C: Minimum Off-Street Parking Requirements

Uses			Number of Parking Spaces	Required for Each	Additional Requirements
(1)	Residential				
	a.	Detached house, townhouse or rowhouse in district “RT-1”	2	Dwelling unit	
	b.	Duplex or fourplex in district “RT-1”	2	Dwelling unit	
	c.	Apartment in district “R-3A”	1-2/5	Dwelling unit	
(2)	Recreation, Special and Entertainment				
	a.	Theater	1	5 seats	
	b.	Bowling alley	6	Lane	
	c.	Tavern, nightclub, private club	1	50 square feet of floor area	
	d.	Commercial amusements (outdoor)	1	100 square feet of floor area	

	e.	Commercial amusements (indoor)	1	150 square feet of floor area	
	e.	Ballpark, stadium	1	8 seats	
	f.	Lodge, fraternal organization	1	200 square feet of floor area	
(3)	PERSONAL SERVICE AND RETAIL				
	a.	Personal service shop	1	200 square feet of floor area	
	b.	Retail stores or shops (inside)	1	400 square feet of floor area	
	c.	Furniture store	1	800 square feet of floor area	
	d.	Open retail sales	1	600 square feet of floor area	
(4)	FOOD AND BEVERAGE SERVICES				
	a.	Eating or drinking place (service to auto)	1	150 square feet of floor area	Minimum of 12 spaces
	b.	Eating or drinking place (inside only)	1	150 square feet of floor area	
(5)	BUSINESS SERVICES				

Anthem Park Planned Unit Development (PUD)
Development Standards

	a.	Bank	1	300 square feet of floor area	
	b.	Savings and loan or similar institution	1	400 square feet of floor area	
	c.	Medical, dental, clinic or office	1	200 square feet of floor area	
	d.	Other office, business or professional	1	300 square feet of floor area	
(6)	AUTOMOTIVE AND EQUIPMENT				
	a.	Service station	1	200 square feet of floor area	Minimum of 4 spaces
	b.	Auto repair, garage or shop (indoor)	1	500 square feet of floor area	Minimum of 5 spaces
	c.	Auto parts and accessories- sales	1	800 square feet of floor area	
	d.	Vehicle or machinery sales (indoor)	1	500 square feet of floor area	Minimum of 5 spaces
(7)	STORAGE, WHOLESALE AND MANUFACTURING				
	a.	Brick or lumber yard or similar area	1	4,000 square feet of site area	

Anthem Park Planned Unit Development (PUD)
Development Standards

	b.	Open storage of sand, gravel, petroleum	1	4,000 square feet of site area	
	c.	Warehouse and enclosed storage, wholesale or manufacture operation	1	4,000 square feet of floor area	
	d.	Wholesale or manufacture operation	1	1,000 square feet of floor area	
	e.	Freight docks	1	1,000 square feet of floor area	

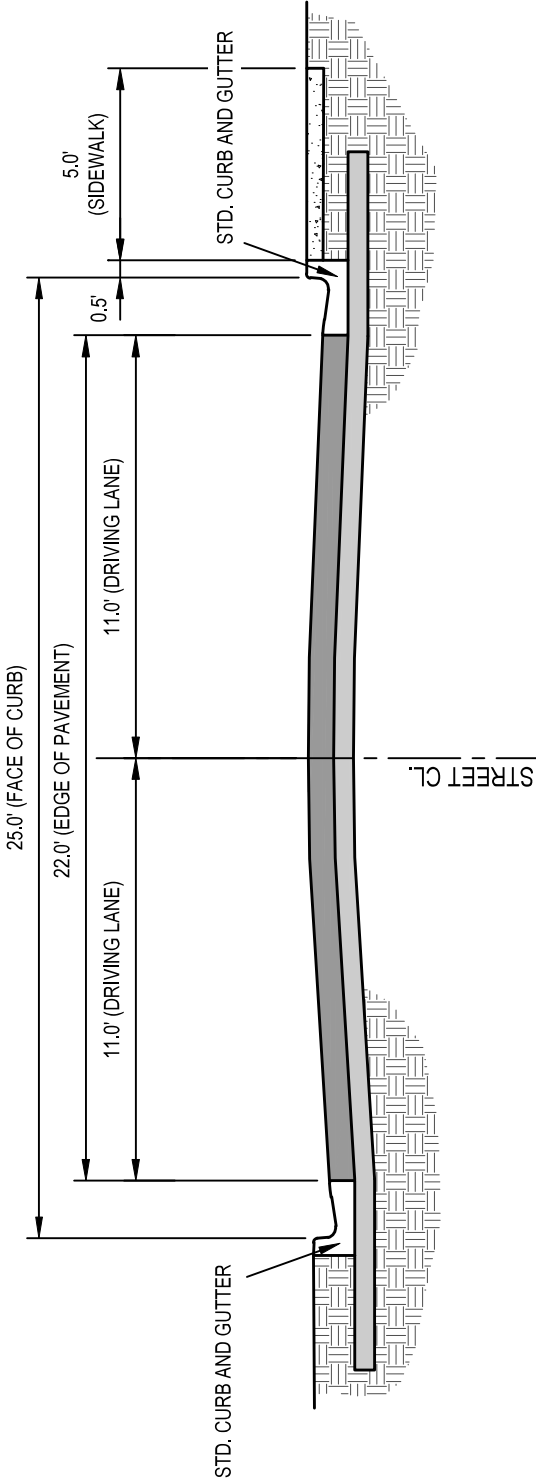
EXHIBIT D



PUBLIC STREET SECTION

ANTHEM PARK
KILLEEN, TEXAS

EXHIBIT E



NOTES:

1. STREETS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION IN PERPETUITY.
2. ASSOCIATED DEVELOPMENT SHALL BE A GATED COMMUNITY WITH A MAIN ENTRY THAT IS SETBACK FROM THE MAIN STREET OF SUFFICIENT LENGTH TO PROVIDE A VEHICULAR TURN AROUND WITHOUT INTERFERENCE WITH GATE OPERATION.
3. THE MAIN ENTRY GATE SHALL HAVE A FIRE ACCESSIBLE KNOX LOCKBOX.
4. SIDEWALK REQUIRED ON ONE SIDE OF THE STREET.
5. FIRE LANE STRIPING AND SIGNAGE SHALL BE PROVIDED MEETING FIRE MARSHAL REQUIREMENTS.



PROJ-0657

FILE

ANTHEM PARK - KILLEEN TEXAS
(PRIVATE STREET SECTION - EXHIBIT E)



Cunningham | Allen, Inc.
Engineers • Surveyors • Planners
Tel: (512) 337-2946
www.cunningham-allen.com
10000 W. Highway 100, Suite 200
The Woodlands, TX 77380
TDBLS TRSA NO. 1000900

EXHIBIT F

Exhibit A

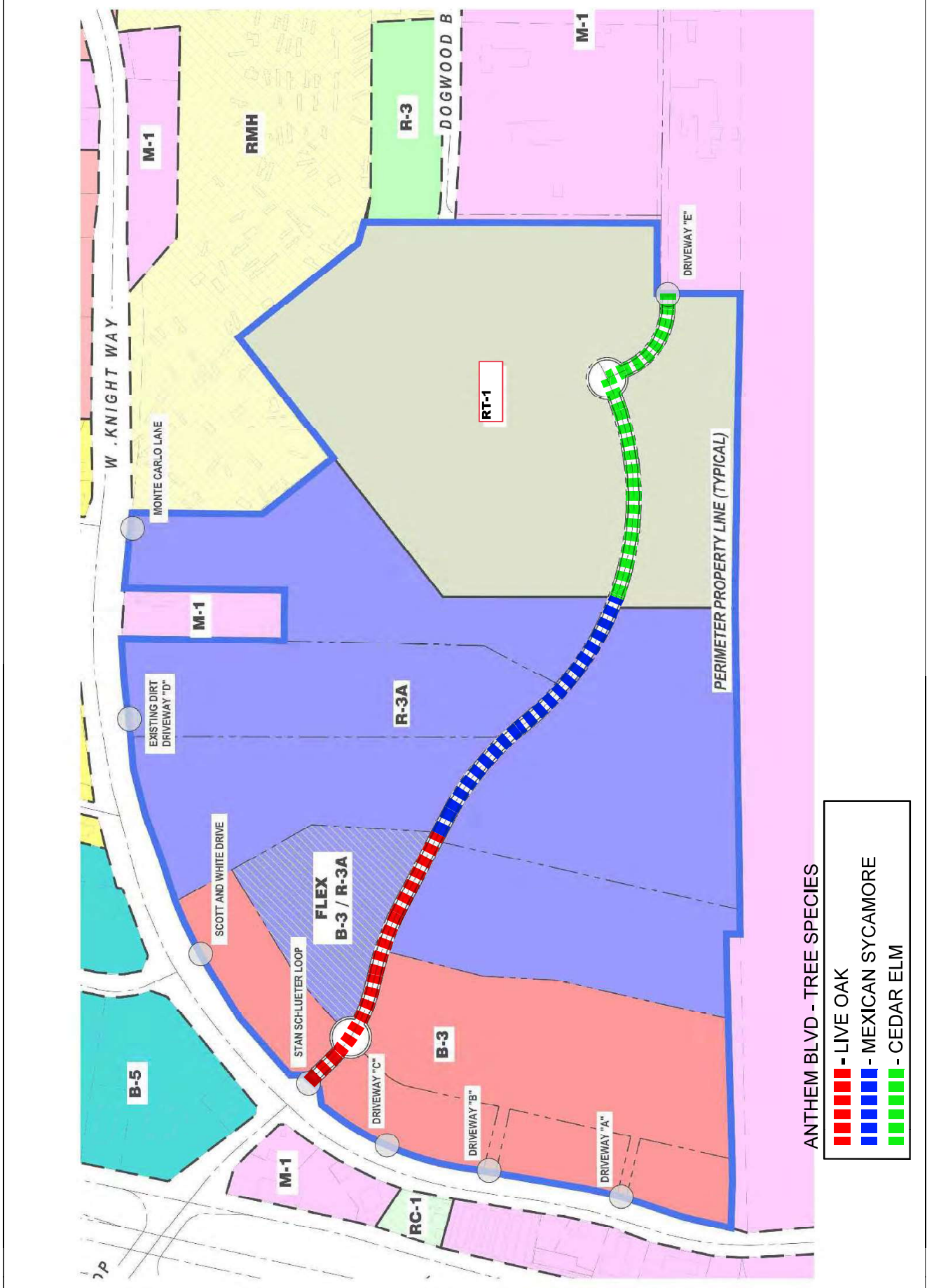




EXHIBIT H



ANTHEM PARK
KILEEN, TEXAS

PYLON DESIGN

10/03/2022



10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgsigns.com





10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-4
fsgsigns.com

ANTHEM
FM 2410 MLK
Killeen, Txh

Start Date: 09/07/2022
Last Revision: 09/10/2022
Job#92J13385
Dwg.#92J13385ABV1S1

Design:	Ben Anglin
Sales:	Bob Strobeck

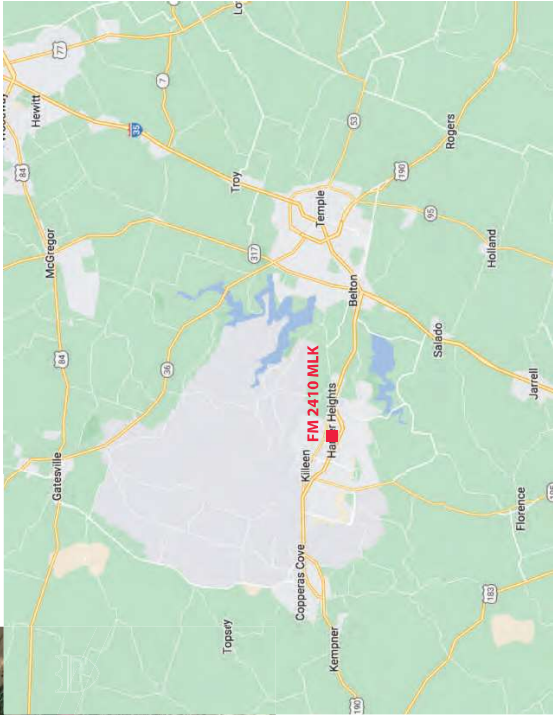
CLIENT APPROVAL: I have reviewed and approved the sign details on this drawing for fabrication and installation.
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UL Installation Requirements:

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the control switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

ANTHEM / PYLON STUDY / KILEEN, TEXAS



10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgsigns.com

ANTHEM
FM 2410 MLK
Killeen, Tx

Start Date: 09/07/2022
Last Revision:
Job#92113385
Dwg.#92113385AB/152

Design:
Ben Anglin
Sales:
Bob Strobeck

CLIENT APPROVAL: I have reviewed and approved the sign data on this drawing for fabrication and installation.
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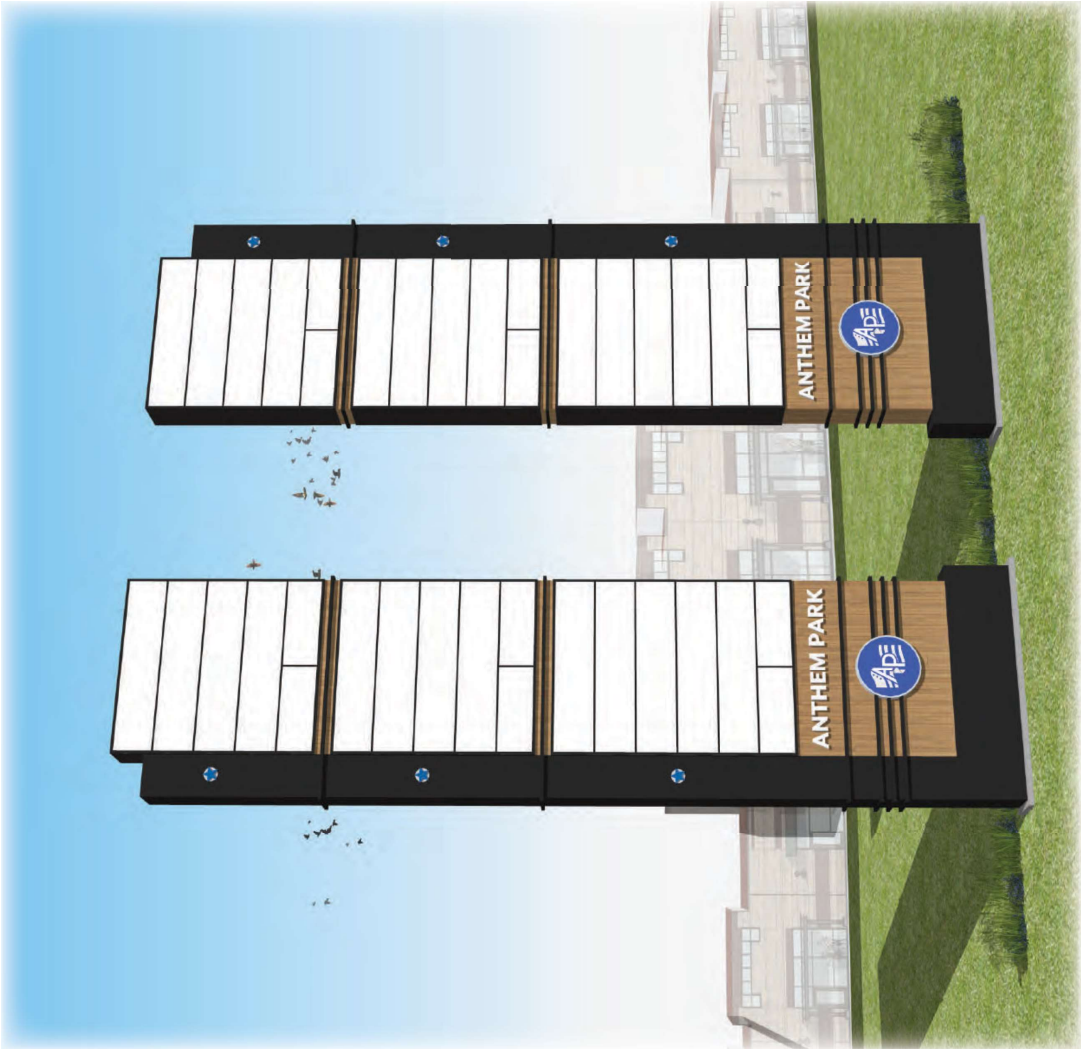
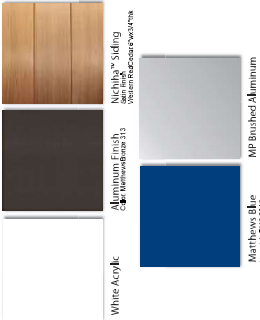


UL Installation Requirements:
This sign is intended to be installed in accordance with the UL Listed sign requirements. The sign must be installed in accordance with the UL Listed sign requirements and other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after the sign must be in full compliance with Article 500.6(A)(1) of the National Electrical Code.

ANTHEM / PYLON DESIGN / KILEEN, TEXAS

A Primary Pylon
Scale: 1/8"= 1'-0"

- Fabricate and install two (2) Primary Pylons built to UL specs;
- Staged single steel-pole support;
- Welded tubular framework with .090" aluminum plate finished in Matthews Bronze 313 Polyurethane;
- Tenant cabinets:**
 - Welded tubular alum. framing;
 - White Modified Acrylic faces overlaid with 3M™ Translucent vinyls and/or digitally-printed graphics on translucent vinyl;
 - White GE™ LED Illumination;
 - 1.5" aluminum retainers finished Bronze 313;
- [ANTHEM PARK] to be facelift channel letters with White .040" aluminum sidewalls finished Bronze 313 / White Plex faces / White trincapping / GE™ White LED Illumination / Flush-mounting to cabinet;
- [AP Logo] to have a .090" routed aluminum face finished in Matthews to match PMS Reflex Blue C, with .75" Clear push-through letters and graphics; Letters to have first-surface 3M™ White translucent vinyl; Flag graphics to have first-surface 3M™ Silver Grey translucent vinyl 3630-51 and Slate Grey translucent vinyl 3630-61 (shadowed sections); White diffuser film on second-surface;
Cabinet to have .063" aluminum sidewalls and retainer finished MP Brushed Aluminum; White GE™ LED Illumination;
- Wood paneling: Cedar; Vintage Wood Series / Nichiha™ Siding;
- Collar-accents to be 3" sq. alum. tube finished MP Bronze 313;
- Star-accents: .5" routed acrylic discs finished MP Brushed aluminum with 5" acrylic stars finished to match PMS Reflex Blue C;
- Concrete pad/ snow-strip;
- Address numerals (when confirmed) to be added on side of pole cover; 6" tall x .25" routed white acrylic;
- Electrical requirement: 120v to be supplied at sign location by others;



10212 METRIC BLVD.
AUSTIN, TEXAS 78738
800-327-1104 / 512-494-0002
fsgsigns.com

ANTHEM
FM 2410 MLK
Killeen, Tx

Start Date: 09/07/2022
Last Revision: 10/05/2022
Job#92113385
Dwg.#92113385/251

Design:
Ben Anglin
Sales:
Bob Strobeck

CLIENT APPROVAL: I have reviewed and approved the sign design on this drawing for fabrication and installation.
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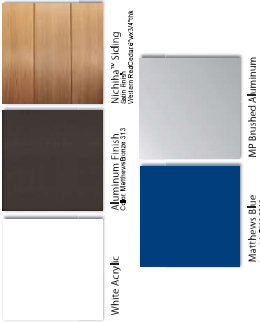


UL Installation Requirements:
This sign is intended to be installed in accordance with the National Electrical Code (NEC) and all applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after the sign shall comply with Article 600.6(A)(1) of the National Electrical Code.

ANTHEM / PYLON DESIGN / KILEEN, TEXAS

A Primary Pylon
Scale: 1/8"= 1'-0"

- Fabricate and install two (2) Primary Pylons built to UL specs;
- Staged single steel-pole support;
- Welded tubular framework with .090" aluminum plate finished in Matthews Bronze 313 Polyurethane;
- **Tenant cabinets:**
 - Welded tubular alum. framing;
 - White Modified Acrylic faces overlaid with 3M™ Translucent vinyls and/or digitally-printed graphics on translucent vinyl;
 - White GE™ LED Illumination;
 - 1.5" aluminum retainers finished Bronze 313;
- [ANTHEM PARK] to be facelift channel letters with White. 040" aluminum sidewalls finished Bronze 313 / White Plex faces / White trimecapping / GE™ White LED Illumination / Flush-mounting to cabinet;
- [AP Logo] to have a .090" routed aluminum face finished in Matthews to match PMS Reflex Blue C, with .75" Clear push-through letters and graphics; Letters to have first-surface 3M™ White translucent vinyl; Flag graphics to have first-surface 3M™ Silver Grey translucent vinyl 3630-51 and Slate Grey translucent vinyl 3630-61 (shadowed sections); White diffuser film on second-surface;
- Cabinet to have .063" aluminum sidewalls and retainer finished MP Brushed Aluminum; White GE™ LED Illumination;
- Wood paneling: Cedar; Vintage Wood Series / Nichiha™ Siding;
- Collar-accents to be 3" sq. alum. tube finished MP Bronze 313;
- Star-accents: .5" routed acrylic discs finished MP Brushed aluminum with 5" acrylic stars finished to match PMS Reflex Blue C;
- Concrete pad/ snow-strip;
- Address numerals (when confirmed) to be added on side of pole cover; 6' tall x .25" routed white acrylic;
- Electrical requirement: 120v to be supplied at sign location by others;



10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgsigns.com

ANTHEM
FM 2410 MLK
Killeen, Tx

Start Date: 09/07/2022
Last Revision: 10/05/2022
Job#92113385
Dwg.#92113385A7252

Design:
Ben Anglin
Sales:
Bob Strobeck

CLIENT APPROVAL: I have reviewed and approved the sign design on this drawing for fabrication and installation.
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UL Installation Requirements:

This sign is intended to be installed in accordance with the applicable National Electrical Code (NEC) and any other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 500.6(A)(1) of the National Electrical Code.

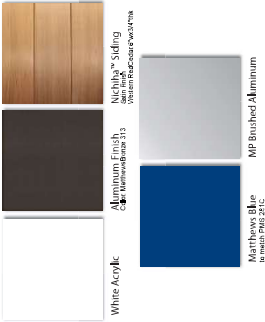
ANTHEM / PYLON DESIGN / KILEEN, TEXAS

A

Primary Pylon

Scale: 1/8"= 1'-0"

- Fabricate and install two (2) Primary Pylons built to UL specs;
- Staged single steel-pole support;
- Welded tubular framework with .090" aluminum plate finished in Matthews Bronze 313 Polyurethane;
- **Tenant cabinets:**
 - Welded tubular alum. framing;
 - White Modified Acrylic faces overlaid with 3M™ Translucent vinyls and/or digitally-printed graphics on translucent vinyl;
 - White GE™ LED Illumination;
 - 1.5" aluminum retainers finished Bronze 313;
- [ANTHEM PARK] to be facelift channel letters with White .040" aluminum sidewalls finished Bronze 313 / White Plex faces / White trimpopping / GE™ White LED Illumination / Flush-mounting to cabinet;
- [AP Logo] to have a .090" routed aluminum face finished in Matthews to match PMS Reflex Blue C, with .75" Clear push-through letters and graphics; Letters to have first-surface 3M™ White translucent vinyl; Flag graphics to have first-surface 3M™ Silver Grey translucent vinyl 3630-51 and Slate Grey translucent vinyl 3630-61 (shadowed sections); White diffuser film on second-surface; Cabinet to have .063" aluminum sidewalls and retainer finished MP Brushed Aluminum; White GE™ LED Illumination;
- Wood paneling: Cedar; Vintage Wood Series / Nichiha™ Siding;
- Collar-accents to be 3" sq. alum. tube finished MP Bronze 313;
- Star-accents: .5" routed acrylic discs finished MP Brushed aluminum with 5" acrylic stars finished to match PMS Reflex Blue C;
- Concrete pad/ mow-strip;
- Address numerals (when confirmed) to be added on side of pole cover; 6" tall x .25" routed white acrylic;
- Electrical requirement: 120v to be supplied at sign location by others;

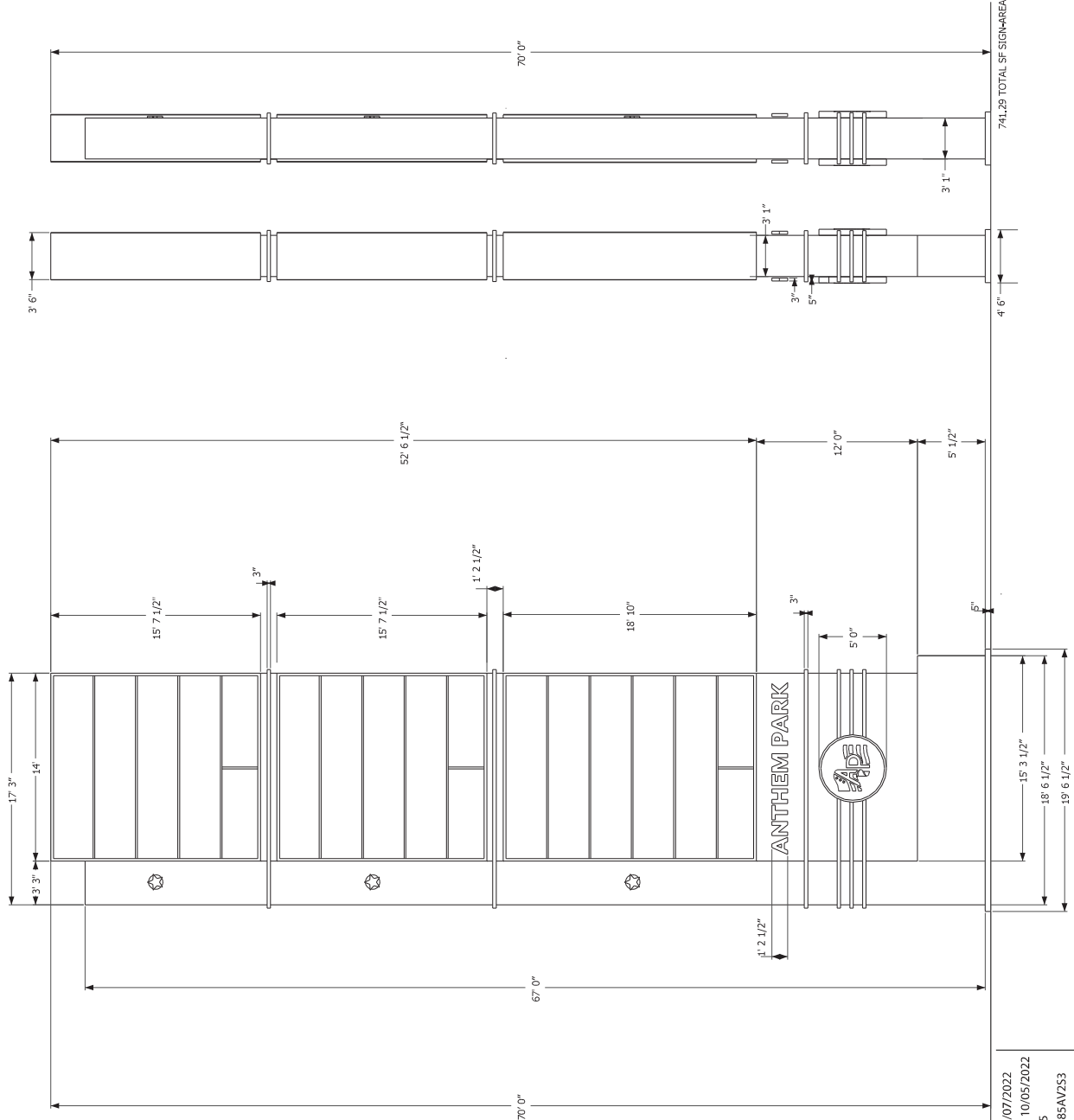


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ANTHEM
FM 2410 MLK
Killeen, TX

Start Date: 09/07/2022
Last Revision: 10/05/2022
Job#92113385
Dwg.#92113385/253



ANTHEM / PYLON DESIGN / KILEEN, TEXAS

A

Secondary Pylon

Scale: 1/8"= 1'-0"

- Fabricate and install two (3) Secondary Pylons built to UL specs.;
- Staged single steel-pole support;
- Welded tubular framework with .090" aluminum plate finished in Matthews Bronze 313 Polyurethane;
- **Tenant cabinets:**
 - Welded tubular alum. framing;
 - White Plex faces overlaid with 3M™ Translucent vinyls and/or digitally-printed graphics on translucent vinyl;
 - White GE™ LED illumination;
 - 1.5" aluminum retainers finished Bronze 313;
- [ANTHEM PARK] to be routed out of .090" Bronze 313 aluminum, and backed with Clear .75" push-through plex; Letters overlaid with 3M™ White translucent vinyl; Second-surface white diffuser film on plex; GE™ White LED illumination; Halo-illuminated;
- [AP Logo] to have a .090" routed aluminum face finished in Matthews to match PMS Reflex Blue C, with .75" Clear push-through letters and graphics; Letters to have first-surface 3M™ White translucent vinyl; Flag graphics to have first-surface 3M™ Silver Grey translucent vinyl 3630-51 and Slate Grey translucent vinyl 3630-61 (shadowed sections); White diffuser film on second-surface;
- Cabinet to have .063" aluminum sidewalls and retainer finished MP Brushed Aluminum; White GE™ LED illumination;
- Wood panelling: Cedar: Vintage Wood Series / Nichiha™ Siding;
- Collar-accents to be 3" sq. alum. tube finished MP Bronze 313;
- Star-accents; 5" routed acrylic discs finished MP Brushed aluminum with 5" acrylic stars finished to match PMS Reflex Blue C;
- Concrete pad/ mow-strip;
- Address numerals (when confirmed) to be added on side of pole cover; 6" tall x .25" routed white acrylic;
- Electrical requirement: 120v to be supplied at sign location by others;



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fsgsigns.com

Start Date: 09/07/2022
Last Revision:
Job#92113385
Dwg.#92113385BVI151

Design:
Ben Anglin
Sales:
Bob Strobeck

CLIENT APPROVAL: I have reviewed and approved the sign detail on this drawing for fabrication and installation.
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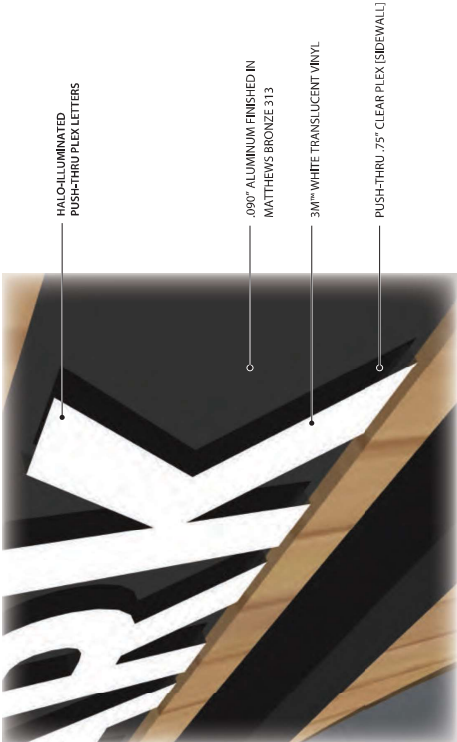
CELEBRATING
40 YEARS

MEMBER
INTERNATIONAL ASSOCIATION
OF SIGNAGE

UL
LISTED

UL Installation Requirements:
This sign is intended to be installed in accordance with the UL listing. The listing is based on the sign being installed in accordance with the applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after the sign shall comply with Article 500.6(A)(1) of the National Electrical Code.

ANTHEM / PYLON DESIGN / KILEEN, TEXAS



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fsgsigns.com

Start Date: 09/07/2022
Last Revision:
Job#92113385
Dwg.#92113385BVI.52

Design:
Ben Anglin
Sales:
Bob Strobeck

CLIENT APPROVAL: I have reviewed and approved the sign data on this drawing for fabrication and installation.
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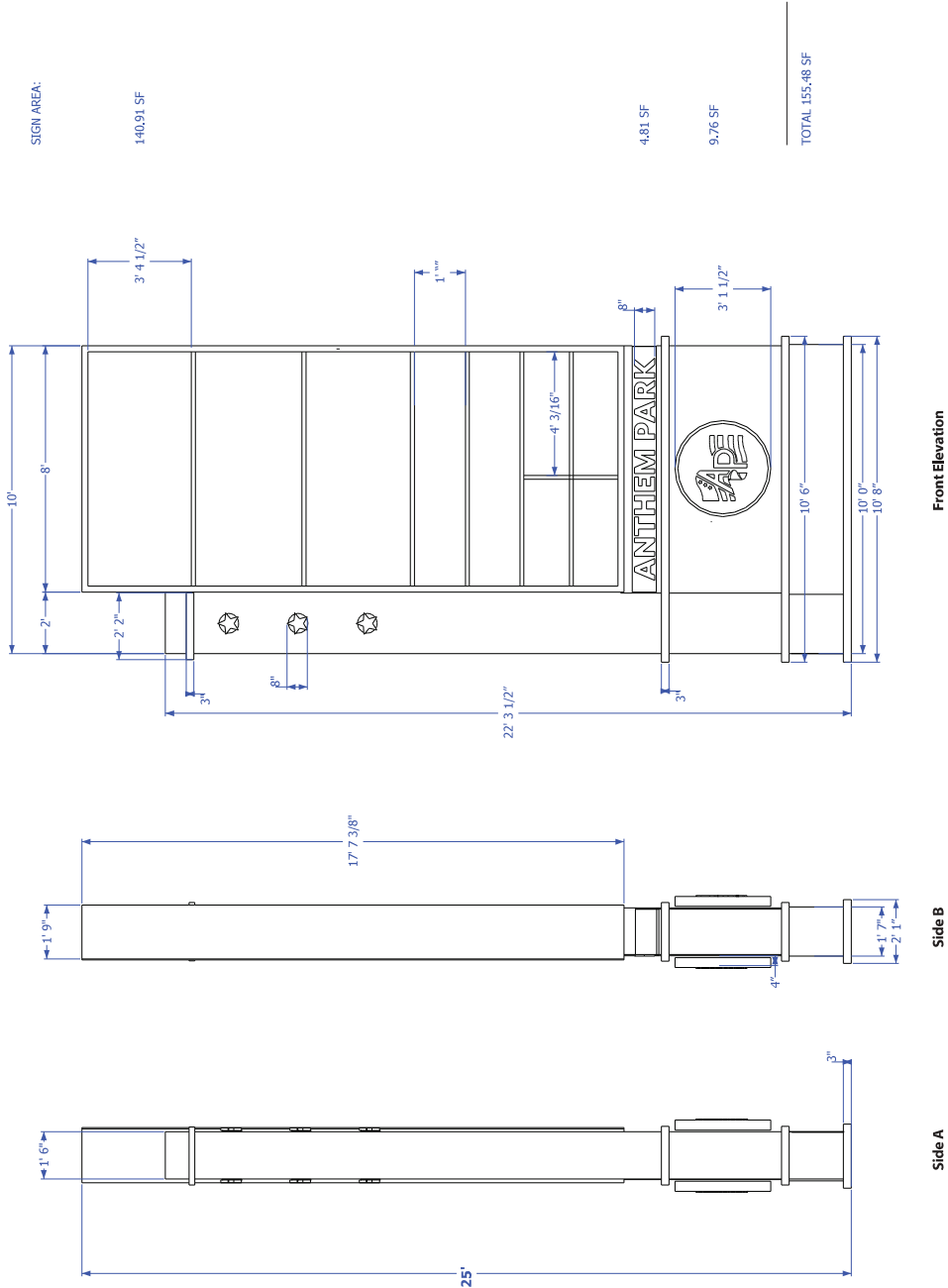
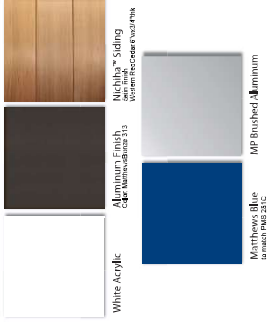
UL Installation Requirements:
This sign is intended to be installed in accordance with the UL listing. The listing includes requirements for wiring, bonding of the sign. The location of the disconnect switch after bonding of the sign. This includes proper grounding and other applicable local codes. This listing is not intended to be used in lieu of the National Electrical Code.

ANTHEM / PYLON DESIGN / KILEEN, TEXAS

A Secondary Pylon

Scale: 1/8"= 1'-0"

- Fabricate and install two (3) Secondary Pylons built to UL specs;
- Staged single steel-pole support;
- Welded tubular framework with .090" aluminum plate finished in Matthews Bronze 313 Polyurethane;
- Tenant cabinets:
 - Welded tubular alum. framing;
 - White Plex faces overlaid with 3M™ Translucent vinyls and/or digitally-printed graphics on translucent vinyl;
 - White GE™ LED illumination;
 - 1.5" aluminum retainers finished Bronze 313;
- [ANTHEM PARK] to be routed out of .090" Bronze 313 aluminum, and backed with Clear .75" push-through plex; Letters overlaid with 3M™ White translucent vinyl; Second-surface white diffuser film on plex; GE™ White LED illumination; Halo-Illuminated;
- [AP Logo] to have a .090" routed aluminum face finished in Matthews to match PMS Reflex Blue C, with .75" Clear push-through letters and graphics; Letters to have first-surface 3M™ White translucent vinyl; Flag graphics to have first-surface 3M™ Silver Grey translucent vinyl 3630-51 and Slate Grey translucent vinyl 3630-61 (shadowed sections); White diffuser film on second-surface;
- Cabinet to have .063" aluminum sidewalls and retainer finished MP Brushed Aluminum; White GE™ LED illumination;
- Wood paneling: Cedar; Vintage Wood Series / Nichiha™ Siding:
 - Collar-accents to be 3" sq. alum. tube finished MP Bronze 313;
 - Star-accents; 5" routed acrylic discs finished MP Brushed aluminum with 5" acrylic stars finished to match PMS Reflex Blue C;
 - Concrete pad/ mow-strip;
 - Address numerals (when confirmed) to be added on side of pole cover, 6" tall x 25" routed white acrylic;
 - Electrical requirement: 120v to be supplied at sign location by others;



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AUSTIN, TEXAS 78738
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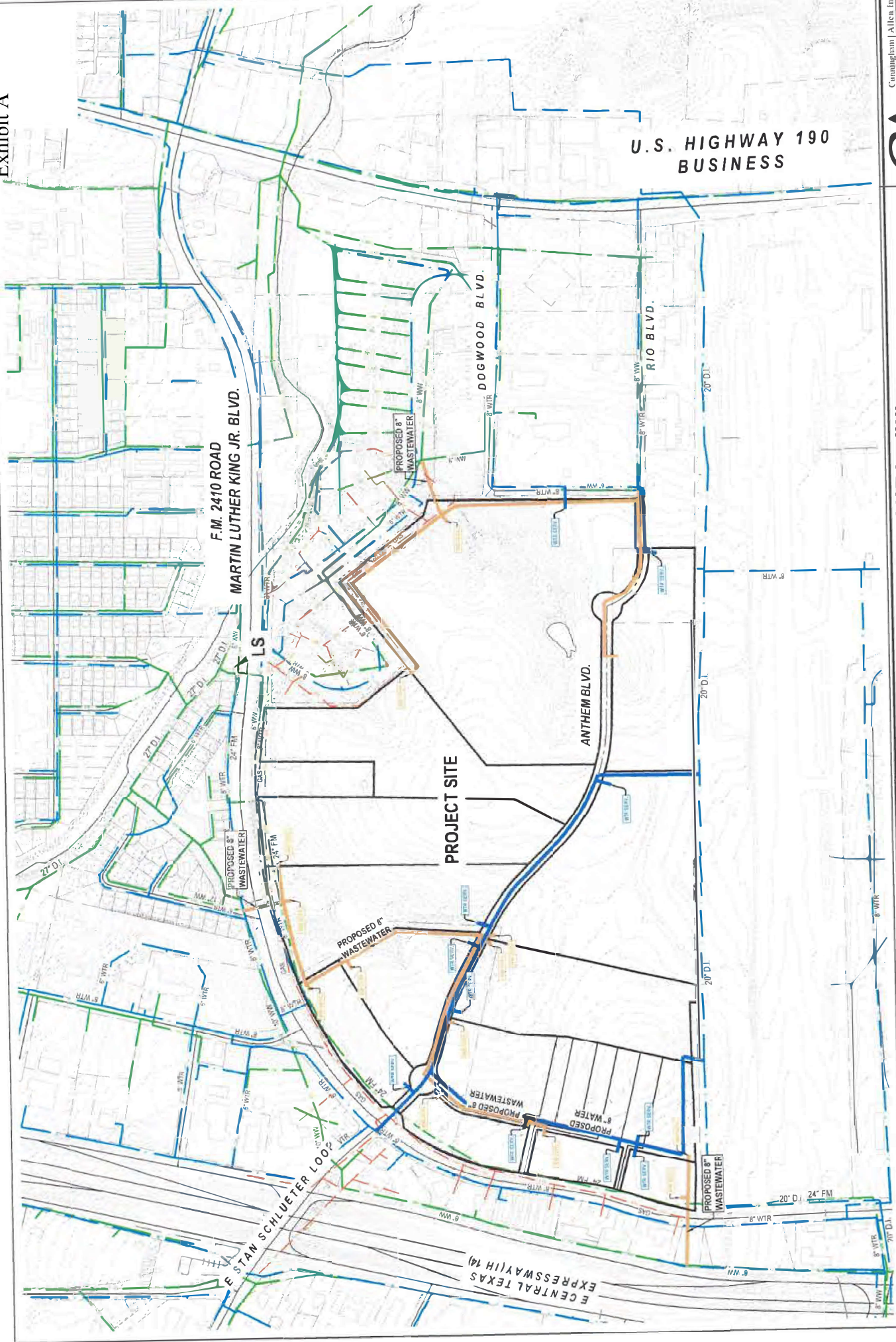
Start Date: 09/07/2022
Last Revision:
Job#92113385
Dwg.#92113385B0153

Design:
Ben Anglin
Sales:
Bob Strobeck

CLIENT APPROVAL: I have reviewed and approved the sign data in this drawing for fabrication and installation.
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UL Installation Requirements:
This sign is intended to be installed in accordance with the UL Listing. The sign is not to be installed in a location where it will be exposed to weather conditions. The sign must be properly grounded and bonded to the sign. The location of the disconnect switch after the sign must be in full compliance with Article 650.6(A)(1) of the National Electrical Code.





COST CATEGORIES		ESTIMATE TOTAL		NOTES
ROADWAY & TRAFFIC				
Interior public road, with lighting, traffic circle and sidewalks		\$	1,860,000	
Grading and erosion control		\$	315,000	
Clearing and Grubbing		\$	260,000	
Land for Anthem Boulevard - 6.45 acres		\$	-	
Tx Dot Offsite public improvements and design		\$	2,290,000	
Possible widening of FM 2410 and Stan Schlueter Loop Intersection		\$	-	
Driveways		\$	72,000	
Bicycle Facilities		\$	12,500	
Light Poles (32 @ \$5,000)		\$	-	
Sidewalks (along Anthem Blvd)		\$	-	
Pedestrian amenities		\$	15,000	
Enhanced crossings		\$	135,000	
TOTAL ROADWAY & TRAFFIC		\$	4,959,500	
WATER & WASTEWATER				
Lift Stations		\$	550,000	
Offsite Wastewater Improvements		\$	376,000	
Water line and wastewater line extensions		\$	1,642,000	
Storm/Sewer pipes and other drainage		\$	367,000	
TOTAL WATER & WASTEWATER		\$	2,935,000	
DRY UTILITIES				
Telecom		\$	-	
Natural gas		\$	250,000	
Electrical (underground utilities)		\$	400,000	
TOTAL DRY UTILITIES		\$	650,000	
PONDS				
Project detention ponds		\$	800,000	
TOTAL PONDS		\$	800,000	
PARKLAND AND IMPROVEMENTS				
On site park/trail improvements		\$	752,500	
Parkland (5 acres)		\$	-	
TOTAL PARKLAND IMPROVEMENTS		\$	752,500	
FINANCING				
Loan Origination Fee		0.00%	\$	
Title Closing Costs		0.00%	\$	
Interest Before and During Construction and Up To a Year After Completion (10 years)		0.00%	\$	
TOTAL FINANCING		\$	-	
LANDSCAPING				
Landscape enhancements fronting MLK		\$	125,000	
Irrigation Facilities along Anthem Blvd		\$	95,000	
Sod for Anthem Blvd		\$	85,000	
Main Entry		\$	30,000	
Topsoil		\$	45,000	
Sales Tax		\$	55,069	
Public Street Trees & Streetscaping		\$	318,500	
Traffic Circles Landscaping (2)		\$	60,000	
TOTAL LANDSCAPING		\$	813,569	
PLANNING & DEVELOPMENT				
Professional Service fees, including architectural, structural, civil, landscaping		\$	500,000	
Surveying		\$	105,000	
Geotechnical Reports		\$	50,000	
Permits		\$	15,000	
Administration and operational costs		\$	60,000	
TOTAL PLANNING & DEVELOPMENT		\$	730,000	
OTHER				
Relocation of AWOS		\$	-	
Street/Wayfinding Signage		\$	45,000	
Organizational Costs (environmental impact studies, implementing the project plan, etc.)		\$	22,000	
Construction Management, Inspections & Testing		\$	200,000	
TOTAL OTHER		\$	267,000	
GROSS TOTAL		\$	11,907,569	
Contingency		7.00%	\$	833,530
NET TOTAL WITH CONTINGENCY		\$	12,741,099	