



**June 8, 2021**

**5:00 P.M.**

**CITY COUNCIL**

**MEETING AGENDA**



***June 5, 2021***



**NOTICE OF MEETING OF THE CITY COUNCIL OF  
THE CITY OF HARKER HEIGHTS, TEXAS**

*The City of Harker Heights*  
305 Miller's Crossing  
Harker Heights, Texas 76548  
Phone 254/953-5600  
Fax 254/953-5614

Notice is hereby given that, beginning at 5:00 p.m. on Tuesday, June 8, 2021, and continuing from day to day thereafter if necessary, the City Council of the City of Harker Heights, Texas, will hold a meeting in the Kitty Young Council Chamber at 305 Miller's Crossing, Harker Heights, Texas 76548. The subjects to be discussed are listed in the following agenda:

**MEETING AGENDA**

**Mayor**  
Spencer H. Smith

**Mayor Protem**  
Michael Blomquist

**City Council**  
Jennifer McCann  
Jackeline Soriano Fountain  
Lynda Nash  
Jody Nicholas

**I. Invocation:**

**II. Pledge of Allegiance:**

I Pledge Allegiance to the Flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Honor the Texas Flag. I pledge allegiance to thee Texas; one state under God, one and indivisible.

**III. Roll Call:**

**IV. Mayoral Proclamations and Presentations:**

**V. Consent Items:**

1. Discuss and consider approving the minutes of the meeting held on May 25, 2021, and take the appropriate action.

**VI. Presentations by Citizens:**

1. Receive a presentation by Thomas A. Mizera regarding the promotion of Tennis programs city-wide, future exposure, program funding, and revitalization of said sport.
2. Citizens who desire to address the Council on any matter may do so during this item. Please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda. Please state your name and address for the record and limit your comments to three minutes.

**VII. Public Hearings:**

**VIII. Old Business:**

**IX. New Business:**

1. Discuss and consider approving a request for Preliminary Plat approval for the subdivision referred to as The Enclave at Indian Trail, on property described as a 16.92 acre tract of land situated in the W. E. Hall Survey, Abstract No. 1086, and the J. M. Roberts Survey, Abstract No. 3, and being all of the Called 2.980 acre tract of land described in a Deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048431, Deed Records of Bell County, Texas, all of the Called 7.971 acre tract of land described in a Deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048422, Deed Records of Bell County, Texas, all of the "Parcel 1" Called 3.003 acre tract of land described in a Deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048429, Deed Records of Bell County, Texas, all of the "Parcel 2" Called 2.649 acre tract of land described in a Deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048429, Deed Records of Bell County, Texas, and a part of Lot 1, Block 1, Pat Kern Subdivision, Recorded in Cabinet D, Slide 185-A, Plat Records of Bell County, Texas, generally located east of Indian Trail (FM 3423) directly behind Harker Heights Central Fire Station, Harker Heights, Bell County, Texas, and take the appropriate action. (Planning and Development Director)
2. Discuss and consider approving the waiver of interest on liens in the amount of \$5,389.37 on property known as 1416 Shoshoni Trail, Harker Heights, Bell County, Texas, and take the appropriate action. (City Manager)
3. Discuss and consider approving an economic development incentive agreement with Gambit Social House, Inc. ("Gambit") for the administration of one or more programs for making grants or loans of public money to promote economic development and stimulate business and commercial activities within the City; and authorize the City Manager to sign the agreement on behalf of the City and take the appropriate action. (City Manager)
4. Discuss and consider approving the City Manager to sign the Updated Bell County Communications Center 9-1-1 Agreement and take the appropriate action. (City Manager)
5. Discuss and consider approving a Resolution of the City Council of the City of Harker Heights, Texas, creating the Capital Improvements Advisory Committee and setting forth the rules for and the duties thereof, all in compliance with the Impact Fee Statutes found in Chapter 395 of the Local Government Code and take the appropriate action. (Public Works Director)

**X. Reports of Advisory Boards & Commissions:**

**XI. Items from Council:**

**XII. Staff Reports:**

1. Receive and discuss the City Manager's Report. (City Manager)

**XIII. Announcements:**

**XIV. Adjournment:**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Harker Heights, Texas, a place readily accessible to the general public at all times, on the 4<sup>th</sup> day of June 2021, by 4:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Julie Helsham  
City Secretary

*“This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at 254-953-5600, or FAX 254-953-5614, or email [jhelsham@harkerheights.gov](mailto:jhelsham@harkerheights.gov) for further information.”*

*“Pursuant to Chapter 551 of the Government Code the City Council reserves the right to go into Closed Meeting on any item listed above if deemed necessary.”*

**The public may listen to live-stream audio of this meeting by dialing-in using the toll-free number: United States (Toll Free): 1-866-899-4679 and use Access Code: 297-785-405**  
**Or join the meeting from your computer, tablet, or smartphone, use the following meeting link:**  
<https://global.gotomeeting.com/install/297785405>



Minutes of the of the City Council meeting held at 5:00 p.m. on Tuesday, May 25, 2021, by a telephonic meeting to contain the spread of COVID-19 in accordance with Governor Abbott's declaration of the COVID-19 public health threat and action to temporarily suspend certain provisions of the Texas Open Meetings Act issued on March 16, 2020:

<b>Roll Call:</b>	Spencer H. Smith	Mayor
	Michael Blomquist	Mayor Pro-tem
	Jennifer McCann	Councilmember Place 1
	Jackeline Soriano Fountain	Councilmember Place 3
	Lynda Nash	Councilmember Place 4
	Jody Nicholas	Councilmember Place 5
	David Mitchell	City Manager
	Julie Helsham	City Secretary

#### **Mayoral Proclamations and Presentations:**

1. Mayor Smith presented a Proclamation to the Harker Heights High School Key Club declaring them a "Bright Star of Central Texas".
2. Mayor Smith presented a Proclamation to the Harker Heights High School Interact Club declaring them a "Bright Star of Central Texas".
3. Harker Heights Municipal Court Judge Billy Ray Hall, Jr. administered the Oath of Office to former Teen Court volunteer Jordan Pender as a new Lawyer to practice law in the State of Texas.

#### **Consent Items:**

1. Council discussed and considered approving the minutes of the meetings held on May 11, 2021, and May 18, 2021. Fountain made the motion to approve as written. Seconded by McCann. All in favor. Motion approved 5-0.
2. Council discussed and considered approving an Ordinance of the City of Harker Heights, Texas, amending Ordinance 2020-06 of the Harker Heights Code to extend the COVID-19 Public Health Emergency Declaration through July 3, 2021. Blomquist made the motion to approve. Seconded by McCann. All in favor. Motion approved 5-0.
3. Council discussed and considered approving an Ordinance of the City of Harker Heights, Texas, amending Ordinance 2021-08 of the Harker Heights Code to extend the Winter Storm State of Disaster Emergency Declaration through June 30, 2021. Blomquist made the motion to approve. Seconded by Nash. All in favor. Motion approved 5-0.

#### **New Business:**

1. Council discussed and considered approving a Resolution of the City Council of the City of Harker Heights, Texas, authorizing the City Manager to sign a Non-Binding Letter of Intent expressing the intention to purchase a Rosenbauer Cobra Commander Chassis Aerial Ladder Truck. Paul Sims, Fire Chief, made the presentation. Nicholas made the motion to approve. Seconded by Fountain. All in favor. Motion approved 5-0.
2. Council discussed and considered approving a Resolution of the City Council of the City of Harker Heights, Texas, authorizing the City Manager to negotiate and sign a contract for Public Drainage Easement Acquisition with Stateside Right of Way Services, LLC. for the Drainage Master Plan Capital Improvement Project No.2, Phase 2, 3, and 4. Mark Hyde, Public Works Director, made the presentation. Fountain made the motion to approve. Seconded by Nash. All in favor. Motion approved 5-0.

**Closed Meeting:**

1. At 5:47 p.m. the Mayor announced a closed meeting for the following purposes:
  - (A) Pursuant to Government Code §551.087, to deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have locate, stay, or expand in or near the territory of the City, and with which the City Council is conducting economic development negotiations, *to wit: 380 Agreement.*

Mayor Smith reconvened the Regular Meeting at 6:20 p.m.

**Reconvene Open Meeting:**

1. Discuss and consider approving an Economic Development 380 Agreement with ABC Corporation.

*The Mayor passed on Item XI-1 and moved to Item XII. No action was taken on Item XI-1.*

**Reports of Advisory Boards & Commissions:**

1. Council received and discussed a presentation by Shiloh Wester, Animal Advisory Committee Member, regarding an Annual Update on the Animal Advisory Committee Activities in 2020. Shiloh Wester, Pet Adoption Center Manager, made the presentation. No action taken.

**Items from Council:**

Mayor Pro-tem Blomquist stated that he attended the following events:

- May 22<sup>nd</sup> - Harker Heights Pet Adoption Center “Kitten Shower” at the Harker Heights Activities Center
- May 15<sup>th</sup> and 22<sup>nd</sup> – Harker Heights Farmers’ Market
- May 22<sup>nd</sup> – Texas A&M Graduation Celebration at Carl Levin Park

Councilmember Fountain stated that she attended the following events:

- May 20<sup>th</sup> – 48 Chemical Brigade Change of Command Ceremony
- May 21<sup>st</sup> – 3<sup>rd</sup> Cavalry Regiment’s Garden Party
- May 21<sup>st</sup> – Fort Hood Retirement Ceremony
- May 25<sup>th</sup> – Fort Hood VIP Day event

Councilmember Nash stated that she attended the following events:

- May 12<sup>th</sup> – Hill Country Transit Board Meeting
- May 22<sup>nd</sup> – Employment Fair at the E-Center

**Staff Reports:**

1. Council received and discussed the City Manager’s Report. David Mitchell, City Manager, made the presentation. No action taken.

**Announcements:**

Mayor Smith stated that he attended the following events:

- May 12<sup>th</sup> – Harker Heights Chamber of Commerce Banquet and Awards Celebration at the La Rio Mansion, Belton
- May 13<sup>th</sup> – Farewell meeting with Major General Gerald M. Strickland, British Army, III Corps Deputy Commanding General
- May 14<sup>th</sup> – III Corps Phantom Honors Award Ceremony for Major General and Mrs. Strickland
- May 14<sup>th</sup> – III Corps Phantom Honors Farewell and Welcome Ceremony for Major General and Mrs. Strickland and Major General and Mrs. Keating

- May 14<sup>th</sup> – Fort Hood Garrison and Community Farewell Dinner for Colonel Jason Wesbrock at Club Hood
- May 17<sup>th</sup> – Pet Adoption Center Meeting at Harker Heights City Hall
- May 18<sup>th</sup> – Harker Heights City Council Meeting, Workshop, and Cyber Security Training
- May 19<sup>th</sup> – Killeen Temple Metropolitan Planning Organization, Transportation Policy Planning Board Virtual Meeting
- May 20<sup>th</sup> – 3<sup>rd</sup> Cavalry Regiment Birthday Bash at First Army Division West Field
- May 21<sup>st</sup> – III Corps Phantom Honors Ceremony for Fort Hood Retirees at Club Hood
- May 21<sup>st</sup> – Policy meeting with City Staff at Harker Heights City Hall

**Adjournment:**

There being no further business the City of Harker Heights City Council Meeting was adjourned at 6:40 p.m.

**CITY OF HARKER HEIGHTS, TEXAS:**

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Spencer H. Smith, Mayor

**ATTEST:**

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Julie Helsham, City Secretary

**REQUEST TO ADDRESS THE CITY COUNCIL  
For Items Not Previously Posted on the City Council Agenda**

Submit to: City Secretary

Email: [jhelsham@harkerheights.gov](mailto:jhelsham@harkerheights.gov)

Fax: 254-953-5614

Location: City Hall, 305 Miller's Crossing, Harker Heights, TX 76548

Phone: 254-953-5600

**NAME:** Thomas Albert Mizera

**ADDRESS:** 2024 Herald Dr. Harker Heights TX 76548

**PHONE:** \*806) 407.2002

**E-MAIL:** [Mizera.Thomas@Gmail.com](mailto:Mizera.Thomas@Gmail.com)

**SUBJECT TO ADDRESS:**

Promotion of Tennis programs city-wide. future exposure, program funding, and revitalization of said sport.

**MEETING DATE YOU WISH TO SPEAK:** 06/08/21 If able to otherwise 6/10/2021

**This request is due to the City Secretary's Office by noon on the Wednesday prior to the Council Meeting.** You will be given three minutes to address the City Council Members. No action can be taken. I understand that I must limit my comments to the subject listed. I will also refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow this procedure, my speaking time may be terminated.

**SIGNATURE:** Thomas A. Mizera

**DATE:** 06/03/2021

(TO BE COMPLETED BY THE CITY SECRETARY)

Date Received: 6/3/2021

\_\_\_\_\_  
12:50 p.m. \_\_\_\_\_ Time  
Received: Julie Welfsham



## CITY COUNCIL MEMORANDUM

P21-15

AGENDA ITEM# IX-1

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 8, 2021

**DISCUSS AND CONSIDER APPROVING A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR THE SUBDIVISION REFERRED TO AS THE ENCLAVE AT INDIAN TRAIL, ON PROPERTY DESCRIBED AS A 16.92 ACRE TRACT OF LAND SITUATED IN THE W. E. HALL SURVEY, ABSTRACT NO. 1086, AND THE J. M. ROBERTS SURVEY, ABSTRACT NO. 3, AND BEING ALL OF THE CALLED 2.980 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC., RECORDED IN INSTRUMENT NO. 201300048431, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE CALLED 7.971 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC., RECORDED IN INSTRUMENT NO. 201300048422, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE "PARCEL 1" CALLED 3.003 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC., RECORDED IN INSTRUMENT NO. 201300048429, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE "PARCEL 2" CALLED 2.649 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC., RECORDED IN INSTRUMENT NO. 201300048429, DEED RECORDS OF BELL COUNTY, TEXAS, AND A PART OF LOT 1, BLOCK 1, PAT KERN SUBDIVISION, RECORDED IN CABINET D, SLIDE 185-A, PLAT RECORDS OF BELL COUNTY, TEXAS, GENERALLY LOCATED EAST OF INDIAN TRAIL (FM 3423) DIRECTLY BEHIND HARKER HEIGHTS CENTRAL FIRE STATION, HARKER HEIGHTS, BELL COUNTY, TEXAS.**

### **PROJECT DESCRIPTION:**

The applicant submitted an application for preliminary plat approval for approximately 16.92 acres of vacant land just east of Indian Trail. The proposed development will consist of 37 residential duplex lots which is one more lot than presented in the Concept Plan. As illustrated within the development's approved Concept Plan – The Village at Nolan Heights (CP21-03) approved by City Council on March 9, 2021, and stipulated within the approved PD-R (Planned Development Residential District) also approved on March 9, 2021, the plat must conform to an additional 18 conditions per ordinance 2021-09 (see attached).

Staff has reviewed the submitted preliminary plat and engineering plans and have made comments to address safety, drainage, water and wastewater utilities and other pertinent requirements to ensure that all developmental regulations stipulated in the City of Harker Heights Code of Ordinances will be adhered to.



**STAFF RECOMMENDATION:**

As of May 18, 2021, the applicant had adequately addressed a majority of staff's comments. The outstanding staff comments can be addressed during the construction plan and final plat process. Staff therefore recommends approval of the Preliminary Plat for the subdivision referred to as The Enclave at Indian Trail.

**ACTION TAKEN BY THE PLANNING AND ZONING COMMISSION:**

During the Planning & Zoning Commission meeting held on May 26, 2021, the Planning and Zoning Commission voted (7-0) to approve a Preliminary Plat for the subdivision referred to as The Enclave at Indian Trail, on property described as a 16.92 acre tract of land situated in the W. E. Hall Survey, Abstract No. 1086, and the J. M. Roberts Survey, Abstract No. 3, and being all of the called 2.980 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048431, Deed Records of Bell County, Texas, all of the called 7.971 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048422, Deed Records of Bell County, Texas, all of the "Parcel 1" called 3.003 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048429, Deed Records of Bell County, Texas, all of the "Parcel 2" called 2.649 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048429, Deed Records of Bell County, Texas, and a part of Lot 1, Block 1, Pat Kern Subdivision, recorded in Cabinet D, Slide 185-A, Plat Records of Bell County, Texas, generally located East of Indian Trail (FM 3423) directly behind Harker Heights Central Fire Station, Harker Heights, Bell County, Texas.

**ACTION BY THE CITY COUNCIL:**

1. Motion to **Approve, Approve with Conditions, or Disapprove with Explanation** a request for Preliminary Plat approval for the subdivision referred to as The Enclave at Indian Trail, on property described as a 16.92 acre tract of land situated in the W. E. Hall Survey, Abstract No. 1086, and the J. M. Roberts Survey, Abstract No. 3, and being all of the called 2.980 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048431, Deed Records of Bell County, Texas, all of the called 7.971 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048422, Deed Records of Bell County, Texas, all of the "Parcel 1" called 3.003 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048429, Deed Records of Bell County, Texas, all of the "Parcel 2" called 2.649 acre tract of land described in a deed to Terra Azul Developments, LLC., recorded in Instrument No. 201300048429, Deed Records of Bell County, Texas, and a part of Lot 1, Block 1, Pat Kern Subdivision, recorded in Cabinet D, Slide 185-A, Plat Records of Bell County, Texas, generally located East of Indian Trail (FM 3423) directly behind Harker Heights Central Fire Station, Harker Heights, Bell County, Texas.
2. Any other action desired.

**ATTACHMENTS:**

1. Application
2. The Enclave at Indian Trail - Preliminary Plat
3. The Enclave at Indian Trail - Preliminary Engineering Documents
4. Ordinance 2021-09 (PD-R zoning with Conditions, Approved March 9, 2021)
5. The Enclave at Indian Trail – Concept Plan (Approved on March 9, 2021)
6. Location Map
7. Staff Comments with Responses (Sent 05/05/21 & 5/14/21, Response 05/10/21 & 5/18/21)



# Preliminary Plat Application

\* Requirements - APPLICATION MUST BE FULLY COMPLETED OR WILL NOT BE ACCEPTED \*

This application must be completed returned to the Planning Development Department of the City of Harker Heights, Texas along with the following:

1. Pre-Application Meeting with Staff to ensure applicability
2. Payment of \$500.00 + \$25/per lot
3. Signed Original Field Notes and Dedication Pages
4. Paper Plan Submissions: Ten (10) Copies of the Plat and Seven (7) Copies of Preliminary Engineering Drawings
5. Electronic Submission of all documents for review delivered to Planning Administrative Assistant

City of Harker Heights  
 Planning & Development  
 305 Millers Crossing  
 Harker Heights, TX 76548  
 Phone: (254) 953-5647  
 Fax: (254) 953-5666

### Property Information:

Plat Name: The Enclave Date Submitted: 4/28/2021  
 Existing Lot Count: 0 Proposed Lot Count: 38 Proposed Units: 0 Acreage: 17.08  
 Existing Land Use: Vacant/Agriculture Proposed Land Use: Duplex

Site Address or General Location: East side of Indian Trail just north of Clore Rd.

Public Infrastructure Proposed with Subdivision:  Water  Wastewater  Streets (including Private)  Stormwater

### Owner Information & Authorization:

Property Owner: Terra Azul Developments, LLC

Address: 2501 B E Elms Dr, Killeen, Texas 76542

Phone: [REDACTED] E-Mail: [REDACTED]

Developer: Flintrock Builders

Address: 105 E FM 2410, Harker Heights, Texas 76548

Phone: [REDACTED] E-Mail: [REDACTED]

Engineer/Surveyor: Republic Engineering and Development Services

Address: P.O. Box 3123, Harker Heights, Texas 76548

Phone: [REDACTED] E-Mail: [REDACTED]

### CHECK ONE OF THE FOLLOWING:

I will represent the application myself.

I hereby designate Joseph Theriot (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this development application.

The property owner and/or their authorized representative must be present at all Planning and Zoning Commission Meetings and City Council Meetings at which their plan or plat is on the agenda for discussion or action. Failure of the developer or their authorized representative to appear during a meeting may be deemed a withdrawal of the plat or plan.

Christopher Doose

Printed Name of Owner

[Signature]  
 Signature of Owner

SWORN AND SUBSCRIBED BEFORE ME ON THIS DAY OF April, 20 21

[Signature]  
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
 MY COMMISSION EXPIRES: 3-3-2024



### STAFF ONLY -- DO NOT FILL OUT

Date Submitted: \_\_\_\_\_ Received By: \_\_\_\_\_ Receipt #: \_\_\_\_\_

### LEGEND

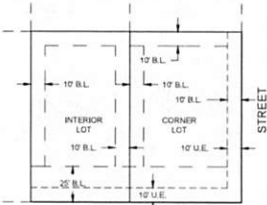
- PROPERTY BOUNDARY
- LOT LINES
- - - EASEMENT LINES
- - - DRAINAGE EASEMENT LINES
- - - ADJOINING TRACT PROPERTY LINES
- - - OFFSET EASEMENTS
- 1/2" IRON PIPE FOUND
- 3/4" IRON ROD FOUND
- 3/4" IRON ROD FOUND W/ CAP STAMPED "MITCHELL & ASSOC. KILLEEN"
- 3/8" IRON ROD FOUND
- 1/2" IRON ROD SET W/ CAP STAMPED "QUINTERO 10194110"
- "UNLESS OTHERWISE NOTED"

### NOTES

- THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83. PER LEICA SMART NET GPS OBSERVATION.
- A PORTION OF THIS PROPERTY LIES WITHIN FEMA "ZONE AE" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, FEMA MAP 48027C025E WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- "FEMA 'ZONE AE' ARE DEFINED AS AREAS DETERMINED TO HAVE BASE FLOOD ELEVATIONS."
- THIS PROPERTY IS SUBJECT TO ALL THE CONDITIONS OUTLINED IN ORDINANCE 2021-19.
- LOT 1 AS REFERENCED IN ORDINANCE 2021-09 IS NOT PART OF THIS PLAT.

LOT NUMBER CHANGES	
PROPOSED PLAT	ORDINANCE 2021-19
TRACT 1	DRAINAGE TRACT F
TRACT 2	DRAINAGE TRACT A E
20-22, BLOCK 1	4, 6
5-7, BLOCK 1	19-21

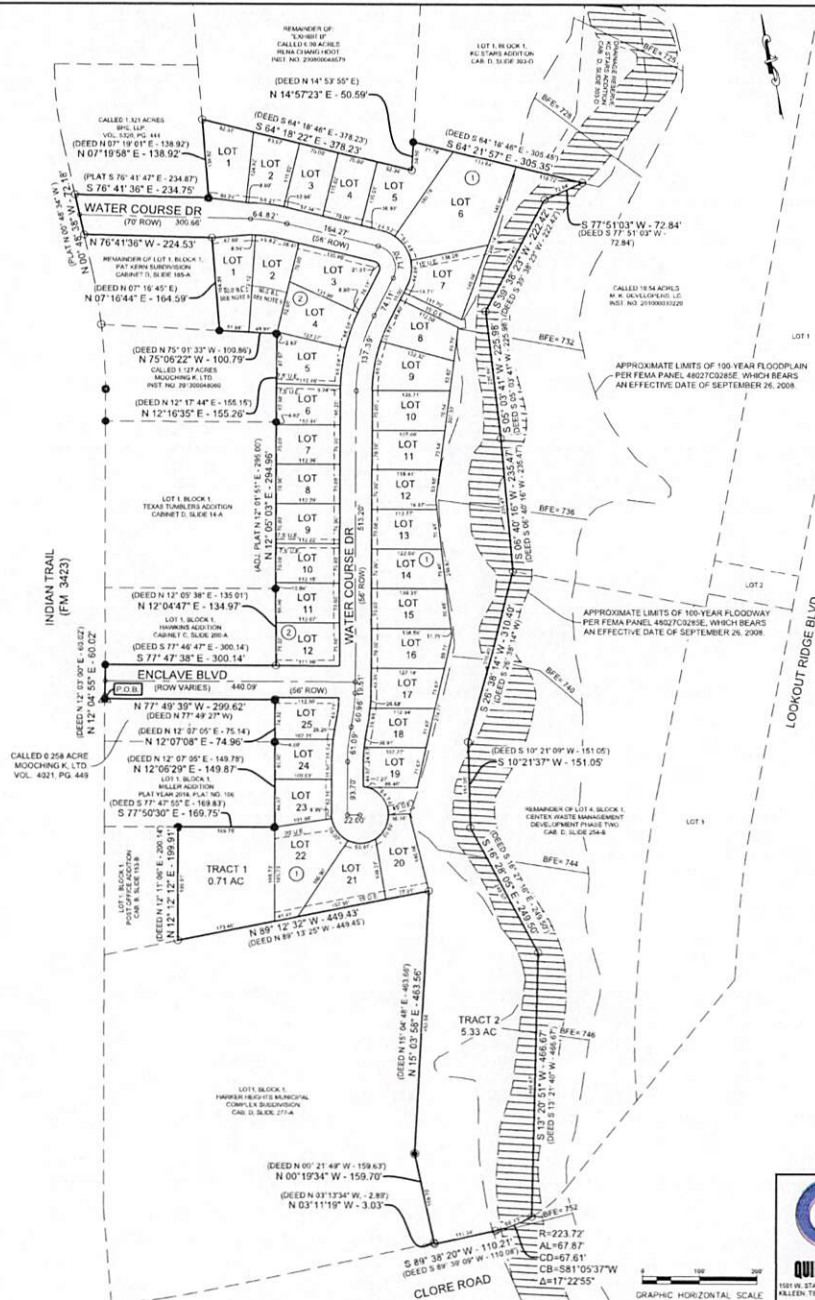
- ALL UTILITY EASEMENTS SHALL BE 10.0' WIDE. UTILITY EASEMENTS CONTAINING PROPOSED WATER AND SEWER INFRASTRUCTURE SHALL BE 15.0' WIDE, UNLESS OTHERWISE NOTED.
- FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 1 FOOT ABOVE THE AVERAGE TOP OF CURB ELEVATION FRONTING THE LOT. LOTS 6-20, BLOCK 1 AND TRACT 2 SHALL HAVE A FINISHED FLOOR ELEVATION 2 FEET ABOVE THE REGULATORY BASE FLOOD ELEVATION (RFE) OR THE 1 FOOT ABOVE THE AVERAGE TOP OF CURB ELEVATION, WHICHEVER IS HIGHER IN ELEVATION.
- FOR EACH DWELLING UNIT, 2 OFF-STREET PARKING SPACES MUST BE PROVIDED.
- APPURTENANCES FOR DRY UTILITIES MAY BE PLACED ABOVE GROUND IN UNDERGROUND UTILITY EASEMENTS IN AREAS WHERE THE UNDERGROUND UTILITY EASEMENTS COINCIDES WITH A DRAINAGE EASEMENT OR PASSAGE EASEMENT. NO ABOVE-GROUND APPURTENANCES ARE ALLOWED.
- PERMANENT CORNERS, EXTERIOR AND INTERIOR, SHALL 1/2" IRON ROD WITH A CAP MARKED "QUINTERO 10194110" AFTER COMPLETED CONSTRUCTION AS AUTHORIZED BY THE DEVELOPER.
- THE 90 FOOT REAR BUILDING LINE IS OFFSET AND PARALLEL TO THE RIGHT-OF-WAY.



TYPICAL LOT LAYOUT  
SCALE: N.T.S.



LOCATION MAP  
SCALE: N.T.S.



KNOW ALL MEN BY THESE PRESENTS, THAT TERRA AZUL DEVELOPMENT, LLC AND CHROMO CONNECTION, LLC, BEING THE SOLE OWNERS OF THAT CERTAIN 16.92 ACRE TRACT OF LAND SITUATED IN THE W. E. HALL SURVEY, ABSTRACT NO. 1096, AND THE J. M. ROBERTS SURVEY, ABSTRACT NO. 723, AND BEING ALL OF THE CALLED 2.96 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004841, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE CALLED 7.91 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004842, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE "PARCEL 1" CALLED 3.003 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004843, DEED RECORDS OF BELL COUNTY, TEXAS, AND A PART OF LOT 1, BLOCK 1, PAT KERN SUBDIVISION, RECORDED IN CABINET D, SLIDE 185A, DEED RECORDS OF BELL COUNTY, TEXAS, AND A PART OF LOT 1, BLOCK 1, PAT KERN SUBDIVISION, RECORDED IN CABINET D, SLIDE 185A, DEED RECORDS OF BELL COUNTY, TEXAS, WHICH IS MORE FULLY DESCRIBED IN THE DEEDS OF THE ENCLAVE AT INDIAN TRAIL, AVENUES, DRIVES, ALLEYS AND DRAINAGE TRACTS SHOWN ON SAID PLAT, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES WHEN AND AS AUTHORIZED BY THE CITY OF HARKER HEIGHTS.

THE DRAINAGE AND UTILITY EASEMENTS SHOWN ON SAID PLAT ARE DEDICATED TO SAID CITY OF HARKER HEIGHTS FOR INSTALLATION AND MAINTENANCE OF ANY AND ALL PUBLIC UTILITIES, WHICH THE CITY MAY ELECT TO INSTALL AND MAINTAIN OR PERMIT TO BE INSTALLED OR MAINTAINED.

TRACT 1 AND TRACT 2 SHOWN ON SAID PLAT ARE BEING DEDICATED FEE SIMPLE TO THE CITY OF HARKER HEIGHTS, TEXAS, BY THE EXECUTION HEREOF, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR: TERRA AZUL DEVELOPMENTS, LLC

BY:  
CHRISTOPHER DOOSE  
MEMBER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY, PERSONALLY APPEARED CHRISTOPHER DOOSE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNERS OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

PLANNING  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. BY THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS.

DIRECTOR OF PLANNING AND DEVELOPMENT  
PLANNING AND ZONING COMMISSION  
ATTEST: CITY SECRETARY

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HARKER HEIGHTS, TEXAS.

CHAIRPERSON, PLANNING AND ZONING COMMISSION  
SECRETARY, PLANNING AND ZONING COMMISSION

SURVEYORS CERTIFICATE  
I, BRADLEY W. SARGENT, DO HEREBY CERTIFY THAT AN ACTUAL AND ACCURATE SURVEY WAS MADE ON THE GROUND OF THE PLATTED LAND, AND THAT THE CORNER MONUMENTS SHOWN ON THE FOREGOING PLAT WERE FOUND, OR PLACED, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF KILLEEN, TEXAS.

BRADLEY W. SARGENT  
R. P. L. S. NO. 5427  
1501 W. STAN SCHLUETER LP.  
KILLEEN, TX 76549

06/11/2021

SURVEY:	W. E. HALL SURVEY, A-1096 J. M. ROBERTS SURVEY, A-723	OWNER:	TERRA AZUL DEVELOPMENT, LLC 25018 EAST ELMS RD KILLEEN, TEXAS 76542
NUMBER OF BLOCKS:	2	SURVEYOR:	QUINTERO ENGINEERING, LLC 1501 W. STAN SCHLUETER LP. KILLEEN, TEXAS 76549 (254) 493-8962
NUMBER OF LOTS:	37	TOTAL ACRES:	16.92 AC
NUMBER OF TRACTS:	2	DATE:	APRIL 2021

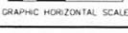


**PRELIMINARY PLAT FOR:**  
**THE ENCLAVE AT INDIAN TRAIL**  
CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS

IS A PRELIMINARY PLAT SITUATED IN THE CITY LIMITS OF THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS.

PROJECT NO: 025-21  
DRAWING NO: P2

1501 W. STAN SCHLUETER LP. PHONE: (254) 493-8962  
KILLEEN, TEXAS 76549 FAX: (254) 493-8970  
1.B.P.E. FIRM NO. 14708 T.B.P.L.S. FIRM NO. 10194110





# ENGINEERING DRAWINGS FOR THE ENCLAVE

## HARKER HEIGHTS, BELL COUNTY, TEXAS

21-020-001

**OWNER:**

TERRA AZUL DEVELOPMENTS LLC  
2501 B E ELMS DR  
KILLEEN, TEXAS 76542

**DEVELOPER:**

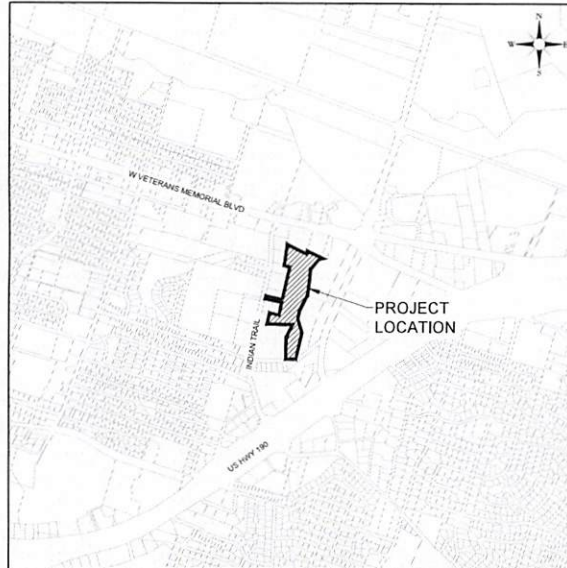
FLINTROCK BUILDERS  
105 E. FM 2410  
HARKER HEIGHTS, TEXAS 76548

**SURVEYOR:**

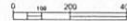
QUINTERO ENGINEERING, LLC  
P.O. BOX 4386  
KILLEEN, TX 76540

**ENGINEER:**

REPUBLIC ENGINEERING &  
DEVELOPMENT SERVICES, LLC  
P.O. BOX 3123  
HARKER HEIGHTS, TX 76548



VICINITY MAP



T.B.P.E.L.S. FIRM NO.: 21633

ENGINEERING DRAWINGS FOR THE ENCLAVE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE  
OF REVIEW UNDER THE AUTHORITY OF JOSEPH  
THERIOT, P.E. 120299 ON 5/18/2021. IT IS NOT TO BE  
USED FOR CONSTRUCTION, BIDDING, OR PERMIT  
PURPOSES.



**LEGEND**

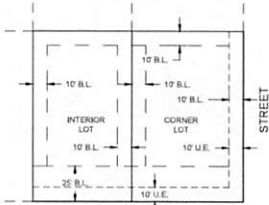
- PROPERTY BOUNDARY
  - LOT LINES
  - - - EASEMENT LINES
  - - - DRAINAGE EASEMENT LINES
  - - - ADJOINING TRACT PROPERTY LINES
  - - - OFFSITE EASEMENTS
- 1/2" IRON PIPE FOUND
  - PK. NAIL FOUND
  - 3/8" IRON ROD FOUND W/ CAP STAMPED "MITCHELL & ASSOC. KILLEEN"
  - 3/8" IRON ROD FOUND
  - 1/2" IRON ROD SET W/ CAP STAMPED "QUINTERO 10184110"
- "UNLESS OTHERWISE NOTED"

**NOTES**

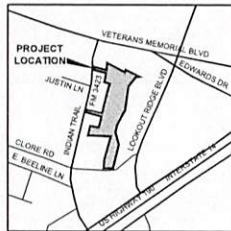
- THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83. PER LEICA SMART NET GPS OBSERVATION.
- A PORTION OF THIS PROPERTY LIES WITHIN FEMA "ZONE AE" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, FEMA MAP 48027C0285E WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- "FEMA 'ZONE AE' ARE DEFINED AS AREAS DETERMINED TO HAVE BASE FLOOD ELEVATIONS."
- THIS PROPERTY IS SUBJECT TO ALL THE CONDITIONS OUTLINED IN ORDINANCE 2021-19.
- LOT 1 AS REFERENCED IN ORDINANCE 2021-19 IS NOT PART OF THIS PLAT.

LOT NUMBER CHANGES	
PROPOSED PLAT	ORDINANCE 2021-19
TRACT 1	DRAINAGE TRACT F
TRACT 2	DRAINAGE TRACT A-E
20-22, BLOCK 1	4-6
5-7, BLOCK 1	19-21

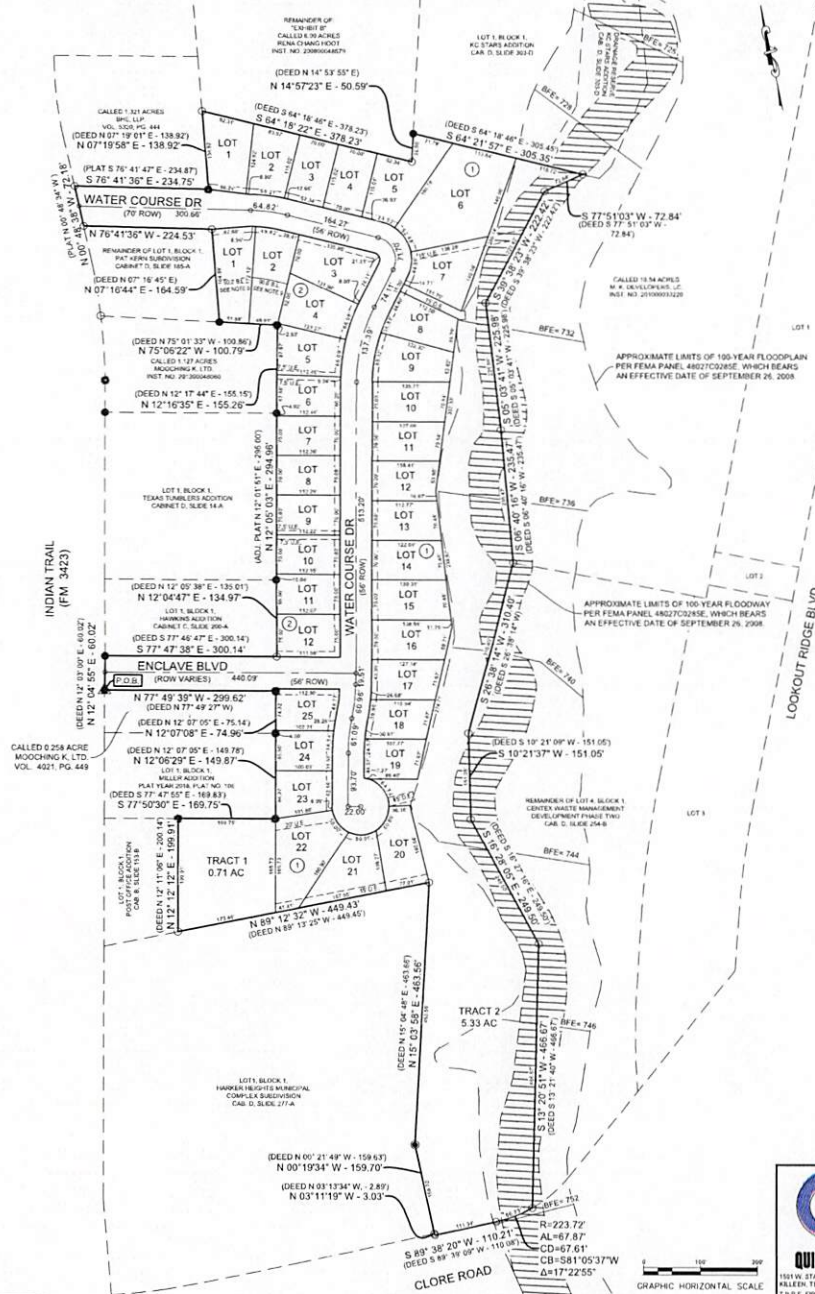
- ALL UTILITY EASEMENTS SHALL BE 10.0' WIDE. UTILITY EASEMENTS CONTAINING PROPOSED WATER AND SEWER INFRASTRUCTURE SHALL BE 15.0' WIDE, UNLESS OTHERWISE NOTED.
- FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 1 FOOT ABOVE THE AVERAGE TOP OF CURB ELEVATION FRONTING THE LOT. LOTS 8-20, BLOCK 1 AND TRACT 2 SHALL HAVE A FINISHED FLOOR ELEVATION 2 FEET ABOVE THE REGULATORY BASE FLOOD ELEVATION (RFE) OR THE 1 FOOT ABOVE THE AVERAGE TOP OF CURB ELEVATION, WHICHEVER IS HIGHER IN ELEVATION.
- FOR EACH DWELLING UNIT, 2 OFF-STREET PARKING SPACES MUST BE PROVIDED.
- APPURTENANCES FOR DRY UTILITIES MUST BE PLACED ABOVE GROUND IN UNDERGROUND UTILITY EASEMENTS IN AREAS WHERE THE UNDERGROUND UTILITY EASEMENTS COINCIDES WITH A DRAINAGE EASEMENT OR PASSAGE EASEMENT. NO ABOVE-GROUND APPURTENANCES ARE ALLOWED.
- PERMANENT CORNERS, EXTERIOR AND INTERIOR, SHALL 1/2" IRON ROD WITH A CAP MARKED "QUINTERO 10184110" AFTER COMPLETED CONSTRUCTION AS AUTHORIZED BY THE DEVELOPER.
- THE 90 FOOT REAR BUILDING LINE IS OFFSET AND PARALLEL TO THE RIGHT-OF-WAY.



TYPICAL LOT LAYOUT  
SCALE= N.T.S.



LOCATION MAP  
SCALE= N.T.S.



KNOW ALL MEN BY THESE PRESENTS, THAT TERRA AZUL DEVELOPMENT, LLC AND CHROMO CONNECTION, LLC, BEING THE SOLE OWNERS OF THAT CERTAIN 16.92 ACRE TRACT OF LAND SITUATED IN THE W. E. HALL SURVEY, ABSTRACT NO. 1096, AND THE J. M. ROBERTS SURVEY, ABSTRACT NO. 723, AND BEING ALL OF THE CALLED 2.860 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004431, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE CALLED 7.911 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004422, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE "PARCEL 1" CALLED 3.003 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004420, DEED RECORDS OF BELL COUNTY, TEXAS, ALL OF THE "PARCEL 2" CALLED 2.849 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TERRA AZUL DEVELOPMENTS, LLC, RECORDED IN INSTRUMENT NO. 2013004424, DEED RECORDS OF BELL COUNTY, TEXAS, AND A PART OF LOT 1, BLOCK 1, PAT KERN SUBDIVISION, RECORDED IN INSTRUMENT NO. 2013004424, DEED RECORDS OF BELL COUNTY, TEXAS, WHICH IS MORE FULLY DESCRIBED IN THE DECLARATION OF THE ENCLAVE AT INDIAN TRAIL, AS SHOWN BY THE PLAT HEREOF, ATTACHED HERETO, AND MADE A PART HEREOF, AND APPROVED BY THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS, AND THE ENCLAVE AT INDIAN TRAIL, DOER HEREBY DEDICATE TO SAID CITY ALL STREETS, AVENUES, DRIVES, ALLEYS AND DRIVEWAYS, TRACTS SHOWN ON SAID PLAT, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES WHEN AND AS AUTHORIZED BY THE CITY OF HARKER HEIGHTS.

THE DRAINAGE AND UTILITY EASEMENTS SHOWN ON SAID PLAT ARE DEDICATED TO SAID CITY OF HARKER HEIGHTS FOR INSTALLATION AND MAINTENANCE OF ANY AND ALL PUBLIC UTILITIES, WHICH THE CITY MAY ELECT TO INSTALL AND MAINTAIN OR PERMIT TO BE INSTALLED OR MAINTAINED.

TRACT 1 AND TRACT 2 SHOWN ON SAID PLAT ARE BEING DEDICATED FEE SIMPLE TO THE CITY OF HARKER HEIGHTS.

WITNESS THE EXECUTION HEREOF, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

FOR: TERRA AZUL DEVELOPMENTS, LLC

BY:  
CHRISTOPHER DOOSE  
MEMBER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY, PERSONALLY APPEARED CHRISTOPHER DOOSE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNERS OF THE PROPERTY DESCRIBED HEREOF.

NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

**PLANNING**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. BY THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS:

DIRECTOR OF PLANNING AND DEVELOPMENT  
PLANNING AND ZONING COMMISSION

ATTEST: CITY SECRETARY

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HARKER HEIGHTS, TEXAS:

CHAIRPERSON, PLANNING AND ZONING COMMISSION  
SECRETARY, PLANNING AND ZONING COMMISSION

**SURVEYOR'S CERTIFICATE**

I, BRADLEY W. SARGENT, DO HEREBY CERTIFY THAT AN ACTUAL AND ACCURATE SURVEY WAS MADE ON THE GROUND OF THE PLATTED LAND, AND THAT THE CORNER MONUMENTS SHOWN ON THE FOREGOING PLAT WERE FOUND, OR PLACED, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF KILLEEN, TEXAS.

*Bradley W. Sargent*  
BRADLEY W. SARGENT  
R. P. L. S. NO. 5427  
1501 W. STAN SCHLUETER LP.  
KILLEEN, TX 76549



SURVEY:	W. E. HALL SURVEY, A-1066 J. M. ROBERTS SURVEY, A-723	OWNER:	TERRA AZUL DEVELOPMENT, LLC 2501-B EAST ELMS RD KILLEEN, TEXAS 76542
NUMBER OF BLOCKS:	2	SURVEYOR:	QUINTERO ENGINEERING, LLC 1501 W. STAN SCHLUETER LP. KILLEEN, TEXAS 76549 (254) 493-9962
NUMBER OF LOTS:	37		
NUMBER OF TRACTS:	2		
TOTAL ACREAGE:	16.92 AC		
DATE:	APRIL, 2021		



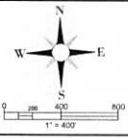
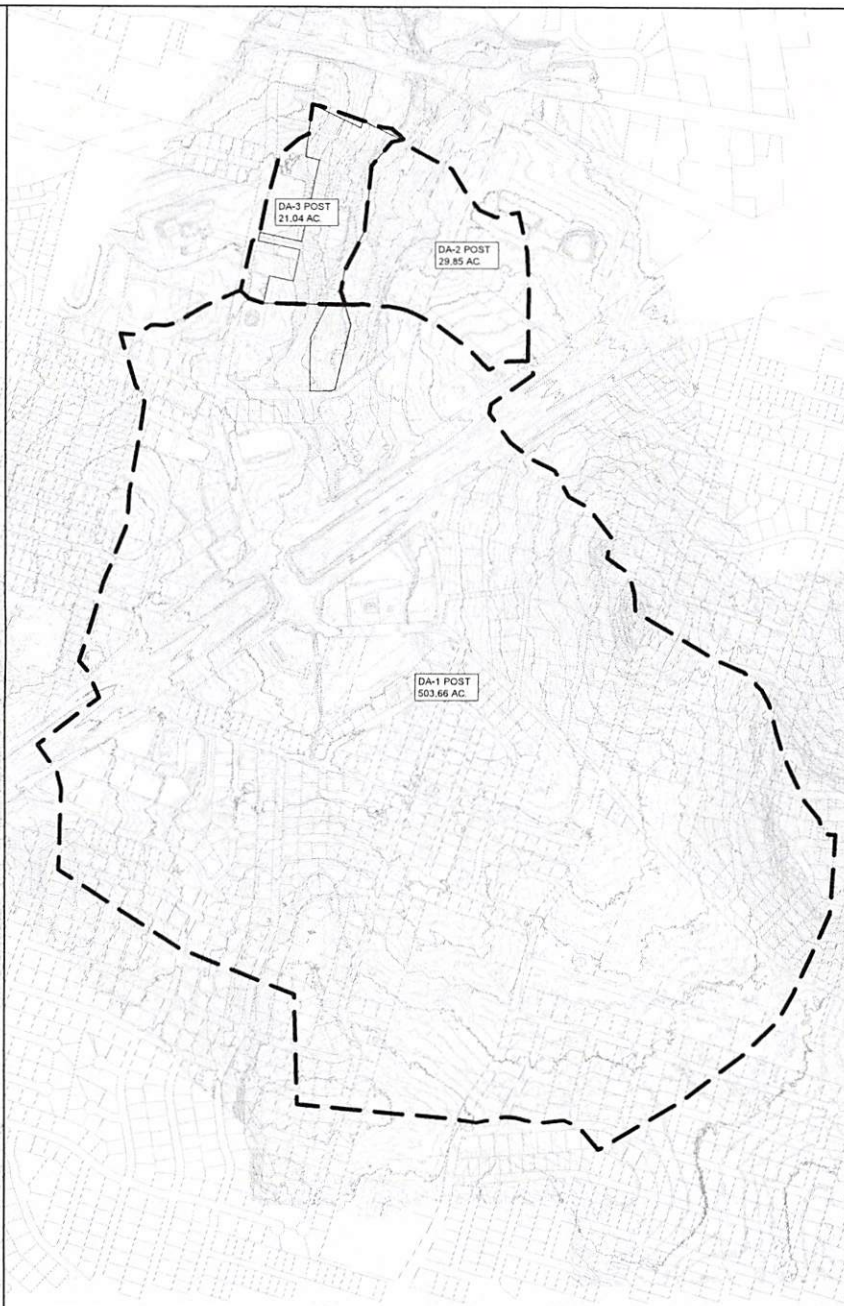
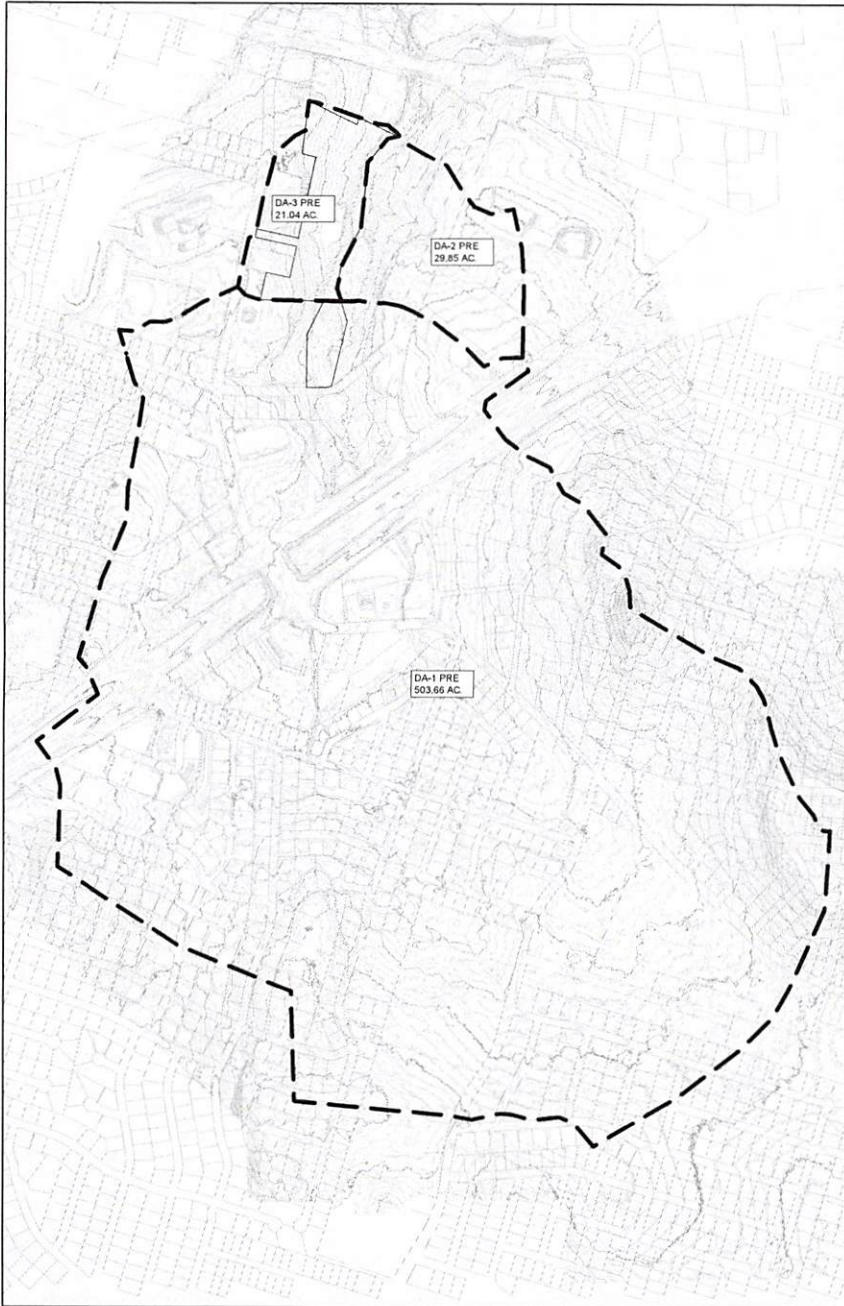
**PRELIMINARY PLAT FOR:**  
**THE ENCLAVE AT INDIAN TRAIL**  
CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS

THE ENCLAVE AT INDIAN TRAIL  
IS A PRELIMINARY PLAT SITUATED IN THE CITY LIMITS OF THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS.

PROJECT NO.: 025-21  
DRAWING NO.: P2

1501 W. STAN SCHLUETER LP. PHONE: (254) 493-9962  
KILLEEN, TEXAS 76549 FAX: (254) 493-9970  
L.P.E., F.P.M.S., 14708 T.B.P.L.S., F.P.M.S., 19191-10





**NOTES**

1. SEE PRELIMINARY DRAINAGE REPORT, DATED 4/29/2021 FOR DETAILED DRAINAGE ANALYSIS.
2. ALL UPSTREAM FLOWS SHALL BE ACCEPTED ONSITE AS THEY CURRENTLY EXIST AND SHALL NOT BE OBSTRUCTED UNLESS OTHERWISE NOTED IN THIS PLAN SET.
3. ENERGY DISSIPATION SHALL BE PROVIDED AT EACH OUTFALL BY THE USE OF ROCK RIPRAP OR CONCRETE RIPRAP WITH FORMED CONCRETE DISSIPATORS.
4. ALL LOTS MUST HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURE.
5. THE DRAINAGE DESIGN PROVIDED HEREIN ILLUSTRATES OUR FINAL DESIGN INTENT FOR THE PROPOSED HYDROLOGIC AND HYDRAULIC METHODOLOGIES, PLANNING AND DESIGN ASSUMPTIONS USED TO ADDRESS THE APPLICABLE UNDERLYING DRAINAGE FACILITY PRINCIPLES AS SPECIFIED IN THE CITY OF HANKER HEIGHTS DRAINAGE CRITERIA MANUAL, DATED MAY 8, 2007. THIS PROPERTY LIES WITHIN FEMA "ZONE X" & "ZONE AE" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, FEMA MAP 4802C0208E WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

**LEGEND**

- DA-XX DRAINAGE AREA I.D.
- X.XX AC DRAINAGE AREA AGERAGE
- DRAINAGE AREA BOUNDARY

NO.	DESCRIPTION	DATE
01	ORIGINAL RELEASE	4/29/2021



**THE ENCLAVE**

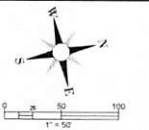
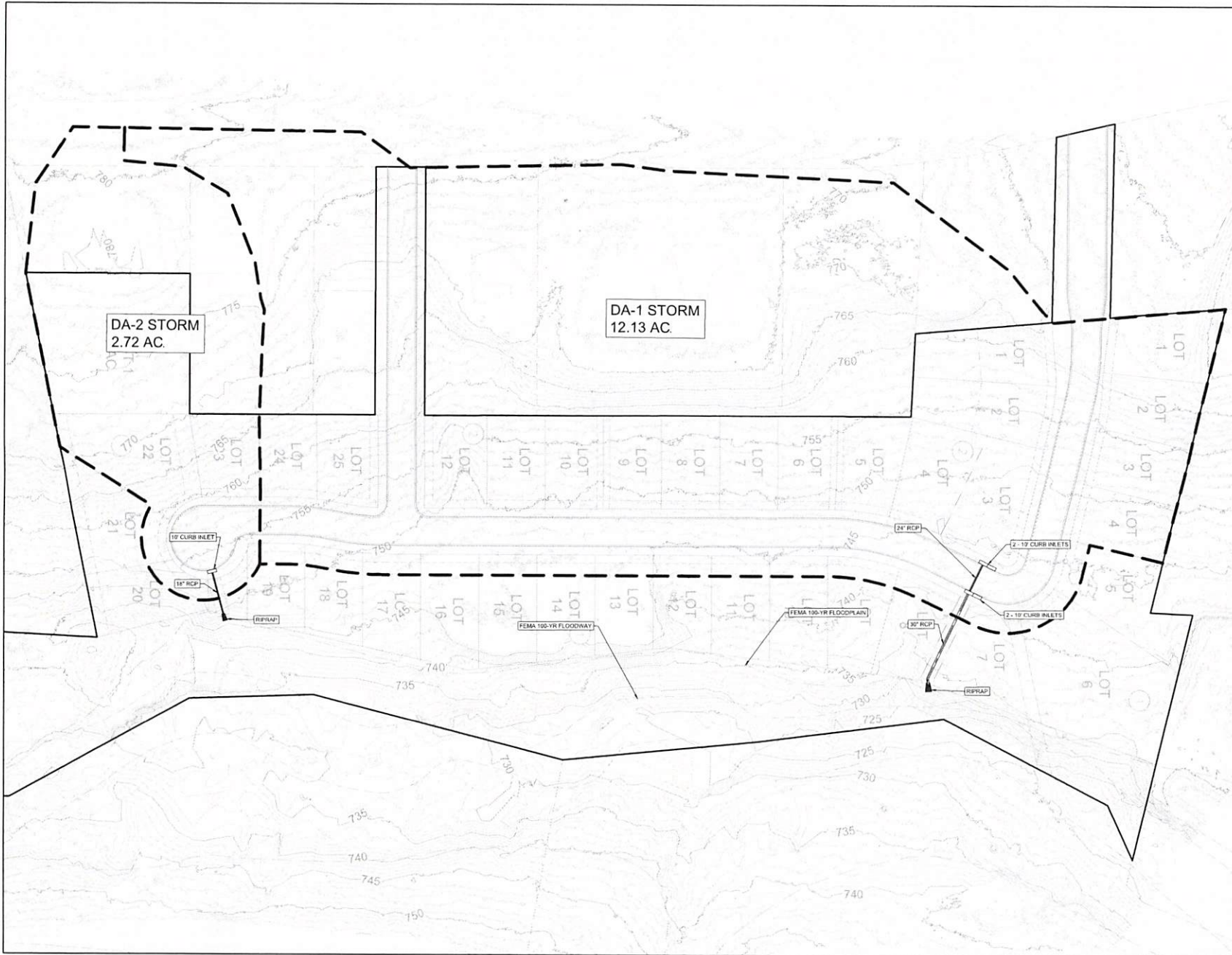
**PRE-POST DRAINAGE**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOSEPH THEROT, P.E. 1-0299 ON 5/18/2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DATE	BY
DATE	JAT
DATE	JAT
DATE	JAT
DATE	JAT
DATE	21-020-001

2





- NOTES**
1. STORM SEWER WILL BE DESIGNED WITH CONSTRUCTION PLANS.
  2. ALL UPSTREAM FLOWS SHALL BE ACCEPTED CRITERIA AS THEY CURRENTLY EXIST AND SHALL NOT BE OBSTRUCTED, UNLESS OTHERWISE NOTED IN THIS PLAN SET.
  3. ENERGY DISSIPATION SHALL BE PROVIDED AT EACH OUTFALL BY THE USE OF ROCK RIPRAP OR CONCRETE RIPRAP WITH FORMED CONCRETE DISSIPATORS.
  4. ALL LOTS MUST HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURE.
  5. THE DRAINAGE DESIGN PROVIDED HEREIN ILLUSTRATES OUR FINAL DESIGN INTENT FOR THE PROPOSED HYDROLOGIC AND HYDRAULIC METHODOLOGIES, PLANNING AND DESIGN ASSUMPTIONS USED TO ADDRESS THE APPLICABLE UNDERLYING DRAINAGE FACILITY PRINCIPLES AS SPECIFIED IN THE CITY OF HAWKER HEIGHTS DRAINAGE CRITERIA MANUAL, DATED MAY 9, 2007.
  6. THIS PROPERTY LIES WITHIN FEMA "ZONE X" & "ZONE AE" AS SHOWN ON THE FLOOD INSURANCE RATE MAP "FEMA MAP 480202095E WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

**LEGEND**

DA-XX	DRAINAGE AREA I.D.
XXX AC	DRAINAGE AREA AGERAGE
- - - -	DRAINAGE AREA BOUNDARY

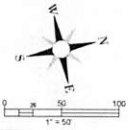
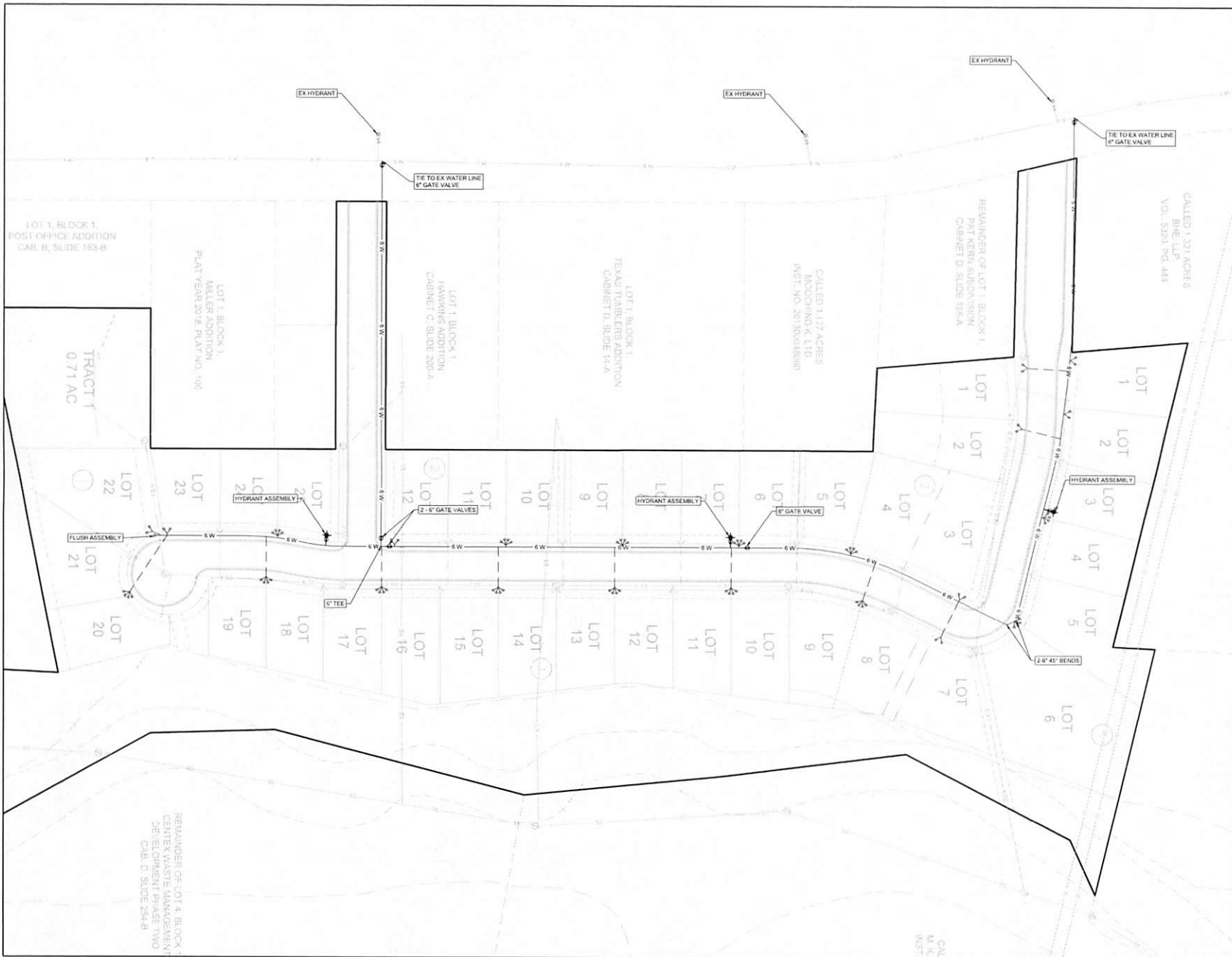
1	ADDED RIPRAP TO OUTFALLS	
2	ADJUSTED ALIGNMENT OF N. OUTFALL	5/18/2011
3	REVISED FLOOD ZONE SYSTEMS	6/16/2011
4	ORIGINAL RELEASE	6/16/2011



**THE ENCLAVE  
DRAINAGE  
STRUCTURES**

DATE	BY	APP'D
	JAT	
	JAT	
	JAT	
	JAT	
	21-025-001	
	DRAWING#	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOSEPH THEROT, P.E. 120299 ON 5/18/2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



- WATER NOTES**
1. ALL WATERLINES SHALL BE AWWA C300 PIPE UNLESS OTHERWISE NOTED.
  2. ALL CONSTRUCTION SHOWN HEREIN SHALL BE PER CITY OF HARKER HEIGHTS STANDARDS AND SPECIFICATIONS.
  3. EXISTING UTILITIES SHOWN HEREIN HAVE BEEN LOCATED BY VISIBLE APPURTENANCES AND RECORD DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND PROTECTING ALL UTILITIES REGARDLESS OF THEIR DEPICTION HEREIN.
  4. FIRE HYDRANT SYMBOLS ARE FOR REPRESENTATION ONLY. FIRE HYDRANT ORIENTATION SHALL BE PER CITY OF HARKER HEIGHTS STANDARD DETAIL. ALL VALVES FOR HYDRANTS ARE TO BE CONNECTED DIRECTLY TO TEE AND HYDRANT IS TO BE EXTENDED TO PROPERTY LINE.
  5. ALL FIELD BENDS SHALL BE PER PIPE MANUFACTURER RECOMMENDATIONS.
  6. WATER - SEWER CROSSING SHALL MEET THE MINIMUM CURRENT REQUIREMENTS PER TCEQ AND CITY CODE.
  7. THE CONTRACTOR SHALL COORDINATE THE FINAL PLACEMENT OF PROPOSED VALVES AND OTHER APPURTENANCES WITH STREET SIDEWALK AND UTILITY IMPROVEMENTS TO AVOID CONFLICTS.

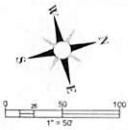
1	ADJUSTED SERVICE LOCATION	5/18/2021
2	ENGINE DATE (DATE LOT 1 BLOCK 1)	4/26/2021
3	ORIGINAL RELEASE	5/27/21
REV.	DESCRIPTION	DATE



THE ENCLAVE

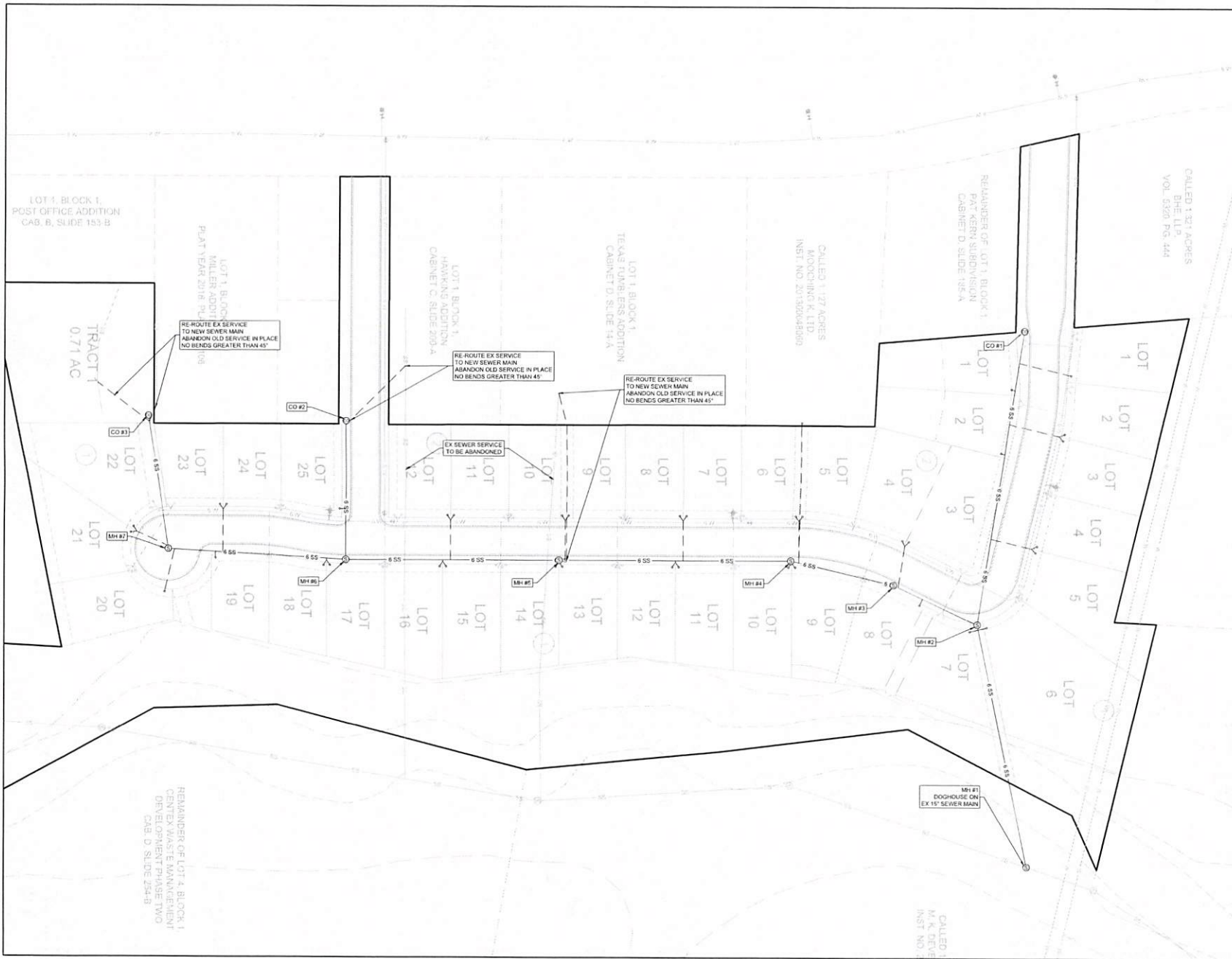
WATER LAYOUT

DATE	2021								
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOSEPH THEHROT P.E. 1/2020 ON 5/18/2021. IT IS NOT TO BE USED FOR CONSTRUCTION, RECORDING, OR PERMIT PURPOSES.	<table border="1"> <tr> <td>DATE</td> <td>JAT</td> </tr> <tr> <td>DATE</td> <td>JAT</td> </tr> <tr> <td>DATE</td> <td>JAT</td> </tr> <tr> <td>DATE</td> <td>JAT</td> </tr> </table>	DATE	JAT	DATE	JAT	DATE	JAT	DATE	JAT
DATE	JAT								
DATE	JAT								
DATE	JAT								
DATE	JAT								
DRAWING #	21-023-001								



**SEWER NOTES**

1. ALL SANITARY SEWER PIPE SHALL BE ASTM D3024, SDR 26 PVC PIPE UNLESS NOTED OTHERWISE.
2. ALL CONSTRUCTION SHOWN HEREIN SHALL BE PER CITY OF HARKER HEIGHTS STANDARDS AND SPECIFICATIONS.
3. EXISTING UTILITIES SHOWN HEREIN HAVE BEEN LOCATED BY VISIBLE APPEARANCES AND RECORD DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES REGARDLESS OF THEIR DEPTH OR HEREIN. WATER - SEWER CROSSING SHALL MEET THE MINIMUM CURRENT REQUIREMENTS PER TECQ AND CITY CODE.
- 4.



1	REVISED MANHOLE	5/14/2021
2	ADDED ADDITIONAL SERVICE RELOCATIONS	5/19/2021
3	ADJUSTED SERVICE LOCATION	5/19/2021
4	EXTENDED TIE-IN MANHOLE REQUESTED	5/19/2021
5	ORIGINAL RELEASE	5/19/2021



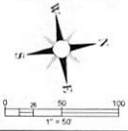
THE ENCLAVE

SEWER LAYOUT

DATE	BY
5/14/2021	JAT
5/19/2021	JAT
5/19/2021	JAT
5/19/2021	JAT
5/19/2021	JAT
DRAWING #	21-020-001
SCALE	

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOSEPH HERRICK, P.E. LICENSE NO. 5182201. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.





- SIDEWALK NOTES:**
1. SIDEWALKS WITHIN THE PROJECT BOUNDARY ARE TO BE 5' WIDE AND 1' FROM PROPERTY LINE.
  2. SIDEWALKS AND CURB RAMPS WITHIN THE PROJECT BOUNDARY ARE TO BE BUILT BY HOMEOWNER AT TIME OF HOUSE CONSTRUCTION UNLESS OTHERWISE NOTED ON THIS SHEET.
  3. ALL CURB RAMPS ARE STANDARD HARKER HEIGHTS UNLESS OTHERWISE NOTED ON THIS SHEET.
  4. DEVELOPER IS REQUIRED TO INSTALL ALL SIDEWALKS ACROSS ALL DRAINAGE EASEMENT/TRACT CROSSINGS DURING SUBDIVISION CONSTRUCTION.



REV	DESCRIPTION	DATE
1	ORIGINAL RELEASE	4/16/2011



**THE ENCLAVE**  
**SIDEWALK LAYOUT**

DATE	BY
21-025-001	JAT
	JAT
	JAT
	JAT
DRAWING #	21-025-001
	<b>6</b>

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOSEPH THEROT, P.E. LICENSE NO. 5180021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

**ORDINANCE NO. 2021-09**

**AN ORDINANCE OF THE CITY OF HARKER HEIGHTS, TEXAS, GRANTING PD-R ZONING ON PROPERTY DESCRIBED AS A1086BC W.E. HALL, ACRES 2.649, A0723BC J.M. ROBERTS, & A-1086 W.E. HALL, ACRES 3.003, A1086BC W.E. HALL, ACRES 7.917, AND CENTEX WASTE MANAGEMENT DEVELOPMENT PHASE TWO, BLOCK 001, LOT PT 4, (SW PT OF 4), ACRES 2.980, GENERALLY LOCATED EAST OF INDIAN TRAIL (FM 3423) DIRECTLY BEHIND HARKER HEIGHTS CENTRAL FIRE STATION, HARKER HEIGHTS, BELL COUNTY, TEXAS.**

**WHEREAS**, the City Council ("**Council**") of the City of Harker Heights ("**City**") finds that after due notice and public hearings as required by law, and after consideration of the recommendation of the Planning and Zoning Commission, it is necessary and desirable to amend the Code of Harker Heights ("**Code**") as hereinafter provided; and

**WHEREAS**, the meeting at which this Ordinance was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS:**

**SECTION 1:** The Council officially finds and declares that the facts and recitations set forth in the preamble to this Ordinance are true and correct.

**SECTION 2:** The hereinafter-described property, as previously zoned of M-1 (Light Manufacturing) and R-2 Two Family Dwelling District), is hereby rezoned to PD-R (Planned Development Residential), and subject to the Conditions described in the attached Exhibit A (Z21-05 Conditions):

A1086BC W.E. Hall, Acres 2.649, A0723BC J.M. Roberts, & A-1086 W.E. Hall, Acres 3.003, A1086BC W.E. Hall, Acres 7.917, and Centex Waste Management Development Phase Two, Block 001, Lot Pt 4, (SW Pt of 4), Acres 2.980, generally located East of Indian Trail (FM 3423) directly behind Harker Heights Central Fire Station, Harker Heights, Bell County, Texas

**SECTION 3:** Table VII, Table of Special Ordinances, of the Code is hereby supplemented by adding the following entry:

<u>Ord. No.</u>	<u>Date Passed</u>	<u>Description</u>
2021-09	03/09/21	Granting PD-R zoning on property described as A1086BC W.E. Hall, Acres 2.649, A0723BC J.M. Roberts, & A-1086 W.E. Hall, Acres 3.003, A1086BC W.E. Hall, Acres 7.917, and Centex Waste Management Development Phase Two, Block 001, Lot Pt 4, (SW Pt of 4), Acres 2.980, generally located East of Indian Trail (FM 3423) directly behind Harker Heights Central Fire Station, Harker Heights, Bell County, Texas

**SECTION 4:** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 5:** This Ordinance shall be effective from and after its passage, and the City Clerk shall publish the caption or title of hereof within ten days as required by law.

**PASSED AND APPROVED** on March 9, 2021.



**CITY OF HARKER HEIGHTS, TEXAS:**

*Spencer H. Smith*  
\_\_\_\_\_  
Spencer H. Smith, Mayor

**ATTEST:**

*Julie Helsham*  
\_\_\_\_\_  
Julie Helsham, City Secretary



**Exhibit A**

**Z21-05 Conditions**

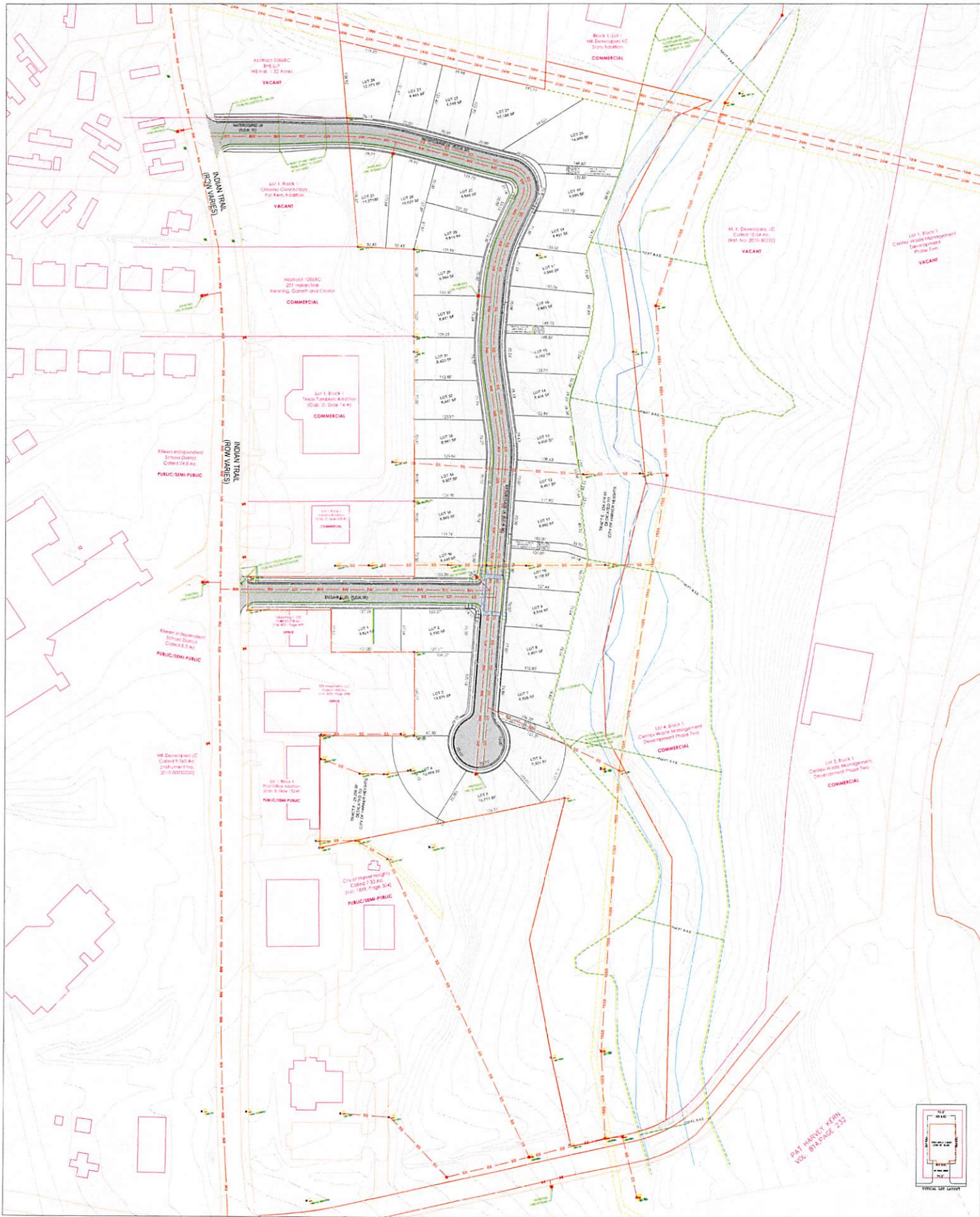
1. A waiver is granted to allow a single access and secondary emergency access as depicted in the attached Concept Plan for The Enclave at Indian Trail subdivision.
2. The northern subdivision entrance shall be a minimum of 48 feet wide with a minimum 70-foot of right-of-way for a minimum distance of 200 feet from the intersection.
3. The southern subdivision entrance and internal streets shall be a minimum of 36 feet wide and shall be allowed to vary from a 60' ROW to a 56' ROW.
4. Any interior roadway not connected to a public street on both ends must have a turn around with a minimum radius of eighty (80) feet.
5. No units shall be constructed over existing utility mains or private service lines.
6. Maximize green spaces while minimizing the total amount of driveway coverage.
7. All front facing fences when located between units less than 12 feet apart must have a minimum 3-foot-wide gate.
8. If units are less than 12 feet apart, eaves between the units may not protrude beyond 16 inches from the wall.
9. Develop window configuration that break the line of sight between units.
10. Vary building placement to increase variation in facades and more articulated building edges.
11. Take advantage of existing topography and natural features (i.e., existing trees) to maintain appropriate grade levels consistent with surrounding structures and to enhance the aesthetics of the area.
12. The rear setback for all lots will be reduced from 20 feet to 10 feet.
13. The side yard setback on corner lots will be reduced from 15 feet to 10 feet.
14. The proposed Drainage Tracts A - E shall be dedicated to the City of Harker Heights for drainage and green space purposes.
15. The proposed Tract F shall be dedicated to the City of Harker Heights.
16. A structure constructed on Lot 1 may have the front doors not facing the roadway as long as the front doors are oriented to the east or west.
17. For Lots 4, 5, 6, 19, 20 and 21 the average lot width can be less than the 70 feet minimum if the front yard width at the right-of-way line is 50 foot or greater.
18. The planned development shall adhere to all other residential requirements as directed from the City of Harker Heights Code of Ordinances and all current and adopted Building Codes.

# CONCEPT PLAN: THE ENCLAVE AT INDIAN TRAIL

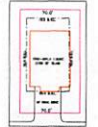
Name: Flintrack Builders  
 Record Owner: Terra Azul Developments, LLC  
 Authorized Agent: Chris Doose  
 Proposed Name: The Enclave at Indian Trail

SCALE: (IN FEET)  
 1 inch = 50 ft.

NOTE:  
 Fire Hydrants size & spacing in accordance with  
 City of Marker Heights Code of Ordinances.



PAT HANNEY PERM  
 VOL 814 PAGE 243








**Harter Heights**  
 City of Harter Heights  
 Planning and Development  
 305 Miller's Crossing  
 Harter Heights, TX 75040  
 284 653 6000  
 www.ci.harter-heights.tx.us

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an authoritative survey and represents only the approximate relative location of property boundaries. Color is illustrative only. The user is encouraged to independently verify all information contained in this product. The City of Harter Heights makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product "AS IS" WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Harter Heights from any damage, loss, or liability arising from such use.

 Subject Properties



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# THE ENCLAVE AT INDIAN TRAIL

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## P21-15 Preliminary Plat – The Enclave at Indian Trail

Plat Distributed to HH Staff: April 29, 2021

Comments Returned to Republic Engineering & Development Services: May 5, 2021

### Planning & Development

1. Plat Dedication Page: Please confirm that the “J.M. Roberts Survey, Abstract No. 3” is accurate. Staff has found “Abstract No. 723” within BellCAD.
2. Plat Dedication Page: Please identify a 5’ wide sidewalk along both sides of Enclave Blvd. and Water Course Dr.
3. Plat Dedication Page: Applicant shall amend Note 4 such that utility easements containing proposed water and sewer infrastructure shall be a minimum of 15 feet wide.
4. Plat Dedication Page: Applicant shall amend Note 5 to account for the requirement that Lots 6-20, Block 1 and Tract 2, shall have a finished floor elevation 2 feet above the regulatory BFE or the 1 foot above the top of curb, whichever is higher in elevation.
5. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Tract 2 is composed of Drainage Tracts A-E as referenced in Ordinance 2021-19 and that Tract 1 is composed of Tract F as referenced in Ordinance 2021-19.
6. Plat Dedication Page: Applicant shall address the minimum cul-de-sac radius on Watercourse Drive.
7. Plat Dedication Page: Applicant shall add a note indicating that Lot 1 as referenced in Ordinance 2021-19, is not part of this plat.
8. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Lots 20-22, Block 1 are Lots 4-6 as referenced in Ordinance 2021-19 and that Lots 5-7, Block 1 are Lots 19-21 as referenced in Ordinance 2021-19.
9. Plat Dedication Page: Applicant shall annotate the easements illustrated between lots (Lots 9 & 10, Block 2, and Lots 6 & 7, Block 1).
10. Plat Dedication Page: Applicant shall address those lots that do not meet the minimum 50-foot front width per Ordinance 2021-19 (Lot 22, Block 1).
11. Plat Dedication Page: Applicant shall provide annotations (distance into the Lot from corner of lot) for the variable width drainage easement in Lot 20, Block 1 such that it is able to be located in the field.
12. Plat Dedication Page: Applicant shall clarify why the variable width drainage easement shown in Lot 20, Block 1 is not part of Tract 2.

13. Plat Dedication Page: Applicant shall amend the plat dedication statement such that Tract 1 is not included in the public utilities dedication and is a separate sentence dedicating Tract 1 to the City fee simple.
14. Plat Dedication Page: Applicant shall annotate the rear lot width of Lot 21, Block 1.
15. Plat Dedication Page: Applicant shall address those lots that do not meet the 70-foot average width and are not part of the exemption allowed in Ordinance 2021-19 (Lots 9 & 24, Block 1 and Lots 1 & 2, Block 2).
16. Plat Dedication Page: Applicant shall clarify the limits of the called "Drainage Reserve" and annotate the hatched Floodway area.
17. Plat Dedication Page: Applicant shall provide utility easements for the existing sanitary sewer lines and services (Lot 12, Block 2; Tracts 1 & 2, Lots 19-22, Block 1) or annotate on the engineering sheets what the intent is for the offsite services.
18. Plat Dedication Page: Applicant shall add a utility easement to Tract 1 illustrating future connectivity to water/sewer and add drainage easements for those portions of Tract 2 that will have drainage infrastructure and are not within the SFHA.
19. Drainage Report: Applicant shall provide pre and post development drainage calculations for Q100.
20. Engineering Sheet 3: Applicant shall provide connectivity such that the proposed northern inlet system outfalls in the downstream direction.
21. Engineering Sheet 5: Applicant shall extend the proposed sewer main through Lot 1 Block 1, and Lot 1, Block 2 to the western parcel boundary west.
22. Engineering Sheet 5 & Plat Dedication Page: applicant shall verify service location to the 1.127 acre tract behind Lots 5 & 6, Block 2, to Miller Addition behind Lots 32 & 24, Block 1, and Post Office Addition subdivision west of Tract 1 and provide for a utility easements accordingly.

**Public Works, Mark Hyde**

1. Add a 6-inch gate valve to the water line in the middle of Lot 6.
2. Provide an energy dissipation/rip rap detail for the underground storm sewer outfalls.
3. For the storm sewer pipes: Annotate the pipe diameters and pipe material type.
4. During the 10-year, 25-year and 100-year storm events, what will prevent the storm water runoff from Enclave Blvd. from jumping the curb and inundating the homes on Lot's 16 and 17? Section 158.03 of The City of Harker Heights Drainage Criteria Manual requires the following:

158.03 GENERAL.

(A) Storm water runoff peak flow rates for the 10-year and 100-year frequency storms shall not cause increased adverse inundation of any building or roadway surface.

(B) Street curbs, gutters, inlets, and storm sewers shall be designed to intercept, contain and transport all runoff from the 10-year frequency storm, without overtopping the curb.



(C) In addition to division (B) above, the public drainage system shall be designed to convey those flows from greater than the 10-year frequency storm up to and including the 100-year frequency storm within defined public rights-of-way or drainage easements.

**Consulting Engineer, Otto Wiederhold**

1. Engineer must verify that sanitary sewer main that is being tied into has capacity for new 38 lots.
2. Detention will not be required. This subdivision is located in lower 1/3 of major drainage basin.
3. Would recommend more than one storm sewer outlet and additional curb inlets.
4. City should make Engineer aware of Harker Heights Drainage Study & Master Plan, and water model on main drainage along back of lots.

**Fire Marshal, Brad Alley**

1. No Comments

**Building Official, Mike Beard**

1. No Comments

**ONCOR**

**Century Link, Chris McGuire**

1. No Comments

**Time Warner Cable/Spectrum**

**ATMOS**

1. Atmos does have gas facilities/mains at this plat location denoted below:
  - 3" Steel Main along E Veterans Memorial Blvd
  - 3" & 4" Poly Main along Indian Trail
  - [2] 1-1/4" Poly Service Lines

Atmos cannot warrant the accuracy of this location without field verification of our assets relative to the property. Final verification of gas main locations can best be obtained through the Statewide One Call System at 1-800-545-6005. (811). If the developer/owner or city would like a map of our underground facilities in this area location, they can complete a Map Release document and send to the Atmos Map Request email on the form.

**TXDOT**

1. The Enclave Blvd. shall be right in right out only and the adjoining property to the south of Enclave Blvd. shall access their property from Enclave Blvd. and remove their existing driveways.

Beyond this, TxDOT does concur.



✉ info@RepublicEDS.com

📍 P.O. Box 3123  
Harker Heights, TX 76548

☎ 979.234.0396

May 10, 2021

City of Harker Heights  
305 Millers Crossing  
Harker Heights, Texas 76548

Attn: Harker Heights City Staff

Harker Heights City Staff,

Below is the response to comments for The Enclave Preliminary Plat, received on May 5, 2021.  
Response to comment is in **bold**.

#### Planning & Development

1. Plat Dedication Page: Please confirm that the "J.M. Roberts Survey, Abstract No. 3" is accurate. Staff has found "Abstract No. 723" within BellCAD.  
**Abstract No. has been updated on plat, field notes and dedication.**
2. Plat Dedication Page: Please identify a 5' wide sidewalk along both sides of Enclave Blvd. and Water Course Dr.  
**Sidewalks are shown on the Sidewalk Layout, Sheet 6.**
3. Plat Dedication Page: Applicant shall amend Note 4 such that utility easements containing proposed water and sewer infrastructure shall be a minimum of 15 feet wide.  
**Note 4 has been updated.**
4. Plat Dedication Page: Applicant shall amend Note 5 to account for the requirement that Lots 6-20, Block 1 and Tract 2, shall have a finished floor elevation 2 feet above the regulatory BFE or the 1 foot above the top of curb, whichever is higher in elevation.  
**Note 5 has been updated.**

5. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Tract 2 is composed of Drainage Tracts A-E as referenced in Ordinance 2021-19 and that Tract 1 is composed of Tract F as referenced in Ordinance 2021-19.  
**A Lot Number Change Table has been added to clarify the lot numbers from the proposed plat and Ordinance 2021-19.**
  
6. Plat Dedication Page: Applicant shall address the minimum cul-de-sac radius on Watercourse Drive.  
**City regulations for subdivisions, 154.37 streets, (7) Cul-de-sac design, only requires a 50' right-of-way (ROW) radius. It is our understanding that Zoning Ordinance 2021-09, Z21-05 Conditions #4 only applies if the cul-de-sac exceeded the maximum 800' length requirement and was added in case TxDOT did not allow a second entrance road. Since the cul-de-sac only measures 235.26' and there are two entrances to the development, we feel that the cul-de-sac falls under the original city regulation of a 50' ROW radius (as shown in the approved concept plan). It should also be noted that there is only 8 duplex lots on the cul-de-sac, which is well under the 30 lot maximum per fire code.**
  
7. Plat Dedication Page: Applicant shall add a note indicating that Lot 1 as referenced in Ordinance 2021-19, is not part of this plat.  
**Note 3.1 was added to the plat to address this comment.**
  
8. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Lots 20-22, Block 1 are Lots 4-6 as referenced in Ordinance 2021-19 and that Lots 5-7, Block 1 are Lots 19-21 as referenced in Ordinance 2021-19.  
**A Lot Number Change Table has been added to clarify the lot numbers from the proposed plat and Ordinance 2021-19.**
  
9. Plat Dedication Page: Applicant shall annotate the easements illustrated between lots (Lots 9 & 10, Block 2, and Lots 6 & 7, Block 1).  
**Easement annotations has been added.**
  
10. Plat Dedication Page: Applicant shall address those lots that do not meet the minimum 50-foot front width per Ordinance 2021-19 (Lot 22, Block 1).  
**Lot layout has been adjusted to ensure compliance with Ordinance 2021-19.**



11. Plat Dedication Page: Applicant shall provide annotations (distance into the Lot from corner of lot) for the variable width drainage easement in Lot 20, Block 1 such that it is able to be located in the field.

**The variable width drainage easement has been revised to a 15' D.E. parallel to the rear lot line of lots 20-22, block 1.**

12. Plat Dedication Page: Applicant shall clarify why the variable width drainage easement shown in Lot 20, Block 1 is not part of Tract 2.

**The variable width drainage easement has been revised to a 15' D.E. parallel to the rear lot line of lots 20-22, block 1. This easement will allow future stormwater passage from Tract 1 and neighboring parcels.**

13. Plat Dedication Page: Applicant shall amend the plat dedication statement such that Tract 1 is not included in the public utilities dedication and is a separate sentence dedicating Tract 1 to the City fee simple.

**The dedication statement has been updated.**

14. Plat Dedication Page: Applicant shall annotate the rear lot width of Lot 21, Block 1.

**Rear lot width has been added to Lot 21, Block 1.**

15. Plat Dedication Page: Applicant shall address those lots that do not meet the 70-foot average width and are not part of the exemption allowed in Ordinance 2021-19 (Lots 9 & 24, Block 1 and Lots 1 & 2, Block 2).

**Lot 9, Block 1 has been adjusted to meet the average width requirement. Lot 24, Block 1 was verified that it meets the average width requirement. I think the second rear distance callout of 4.50' was missed when calculating the average width upon initial review. Lots 1 & 2, Block 2 are very deep lots, resulting in a narrower rear lot width than a typical lot in this development. To ensure the average 70' lot width, within the build window, a rear build line was set at a 90' offset from the front of the lot (where a typical 100' deep lot's rear build line would be). These lot's widths are almost exactly the same as their corresponding approved concept plan lots 25 and 26 and should have been included in the exceptions of Ordinance 2021-19. We believe that with the addition of the 90' offset rear build line, these lots meet the intent of Ordinance 2021-19.**

16. Plat Dedication Page: Applicant shall clarify the limits of the called "Drainage Reserve" and annotate the hatched Floodway area.

**Tract 2 has perimeter distances and acreage to establish its limits. The Floodway has been annotated.**

17. Plat Dedication Page: Applicant shall provide utility easements for the existing sanitary sewer lines and services (Lot 12, Block 2; Tracts 1 & 2, Lots 19-22, Block 1) or annotate on the engineering sheets what the intent is for the offsite services.  
**All existing service lines will be re-routed and tied into The Enclave's sewer system. See sheet 5 for proposed re-routing of each service and their corresponding easement locations.**
18. Plat Dedication Page: Applicant shall add a utility easement to Tract 1 illustrating future connectivity to water/sewer and add drainage easements for those portions of Tract 2 that will have drainage infrastructure and are not within the SFHA.  
**Utility and drainage easements have been added for Tract 1, as well as a sewer cleanout for future tie in. The utility easement allows for future water connectivity if needed. Drainage easements have been added to Tract 2 for the proposed storm drain systems.**
19. Drainage Report: Applicant shall provide pre and post development drainage calculations for Q100.  
**100-yr storm results have been added to the report. All flows at the final discharge point are reduced in post-development conditions.**
20. Engineering Sheet 3: Applicant shall provide connectivity such that the proposed northern inlet system outfalls in the downstream direction.  
**A bend has been added to the northern inlet system to discharge the storm outfall in a downstream direction.**
21. Engineering Sheet 5: Applicant shall extend the proposed sewer main through Lot 1 Block 1, and Lot 1, Block 2 to the western parcel boundary west.  
**Sewer has been extended to the western boundary.**
22. Engineering Sheet 5 & Plat Dedication Page: applicant shall verify service location to the 1.127 acre tract behind Lots 5 & 6, Block 2, to Miller Addition behind Lots 32 & 24, Block 1, and Post Office Addition subdivision west of Tract 1 and provide for a utility easements accordingly.  
**A utility easement has been added to Lot 22 to account for sewer services re-routing. From our information, the post office tract's service goes around this property to the south. If this is found to not be the case during the creation of construction plans, the service will be re-routed to the sewer main as with the other services in Tract 1. All services through Tract 1 will have easements re-defined with the final plat once the re-routing is designed with construction plans. The 1.127 acre tract is currently un-developed. An easement has been added between lots 5-6, block 2 and a service will be extended to the property line.**



**Public Works, Mark Hyde**

1. Add a 6-inch gate valve to the water line in the middle of Lot 6.  
**Gate valve has been added.**
  
2. Provide an energy dissipation/rip rap detail for the underground storm sewer outfalls.  
**Riprap has been added to sheet 3. Final design and details will be part of the construction plans and reports.**
  
3. For the storm sewer pipes: Annotate the pipe diameters and pipe material type.  
**Preliminary pipe sizes and material has been added to sheet 3. Final design and details will be part of the construction plans.**
  
4. During the 10-year, 25-year and 100-year storm events, what will prevent the storm water runoff from Enclave Blvd. from jumping the curb and inundating the homes on Lot's 16 and 17? Section 158.03 of The City of Harker Heights Drainage Criteria Manual requires the following:  
  
158.03 GENERAL.  
  
(A) Storm water runoff peak flow rates for the 10-year and 100-year frequency storms shall not cause increased adverse inundation of any building or roadway surface.  
  
(B) Street curbs, gutters, inlets, and storm sewers shall be designed to intercept, contain and transport all runoff from the 10-year frequency storm, without overtopping the curb.  
  
(C) In addition to division (B) above, the public drainage system shall be designed to convey those flows from greater than the 10-year frequency storm up to and including the 100-year frequency storm within defined public rights-of-way or drainage easements.

**There will be a valley gutter at the intersection to turn the water north, towards the proposed inlets. The street will be a standard crowned street, not super elevated. The valley gutter along with the crown of the road should prevent water from jumping the curb. This intersection will be analyzed more thoroughly during the creation of construction plans and calculations will be presented in the drainage report at time of construction plan submittal.**



**Consulting Engineer, Otto Wiederhold**

1. Engineer must verify that sanitary sewer main that is being tied into has capacity for new 38 lots. Internally all sewer lines are to be 6". 37 duplex lots would result in, at a maximum, 74 living unit equivalents (LUEs). Assuming 3 people per LUE, 100 gpd/person and a peaking factor of 4, a 6" line at minimum grade could handle 214 LUEs, so there are no capacity issues within the development. The sewer main that the development ties into is a 15" line that serves a very large area. The section of 15" sewer main that is being tied into is at a 1.54% slope, assuming the same worst case design parameters as stated above, this main can handle 4328 LUEs. That means that the proposed development would only use up 1.7% of the sewer main's capacity in a worst case peak event. This demonstrates that the addition of these lots will not significantly effect the 15" sewer main's capacity. If the city believes further investigation is warranted, we request that those calculations be a requirement of the construction plans and final design reports.
2. Detention will not be required. This subdivision is located in lower 1/3 of major drainage basin.  
**Understood**
3. Would recommend more than one storm sewer outlet and additional curb inlets.  
**Inlet systems will be analyzed in more detail during the creation of construction plans and calculations will be presented in the drainage report at time of construction plan submittal.**
4. City should make Engineer aware of Harker Heights Drainage Study & Master Plan, and water model on main drainage along back of lots.  
**The master plan will be reviewed and taken into consideration during the creation of construction plans.**

**Fire Marshal, Brad Alley**

No Comments

**Building Official, Mike Beard**

No Comments

**ONCOR, Derex Spencer**

No Comments.

**Century Link, Chris McGuire**

No Comments.

**Time Warner Cable/Spectrum, Shaun Whitehead**

No Comments.

**ATMOS, Burton Jones**

1. Atmos does have gas facilities/mains at this plat location denoted below:
  - 3" Steel Main along E Veterans Memorial Blvd
  - 3" & 4" Poly Main along Indian Trail
  - [2] 1-1/4" Poly Service Lines

Atmos cannot warrant the accuracy of this location without field verification of our assets relative to the property. Final verification of gas main locations can best be obtained through the Statewide One Call System at 1-800-545-6005. (811). If the developer/owner or city would like a map of our underground facilities in this area location, they can complete a Map Release document and send to the Atmos Map Request email on the form.

**Understood**

**TXDOT**

1. The Enclave Blvd. shall be right in right out only and the adjoining property to the south of Enclave Blvd. shall access their property from Enclave Blvd. and remove their existing driveways.

Beyond this, TxDOT does concur.

**Understood, this will be a condition of the driveway permit.**

Sincerely,

Joseph Theriot, P.E.

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# THE ENCLAVE AT INDIAN TRAIL

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## P21-15 Preliminary Plat – The Enclave at Indian Trail

Plat Distributed to HH Staff: April 29, 2021

Revised Plat Distributed to HH Staff: May 10, 2021

Comments Returned to Republic Engineering & Development Services: May 14, 2021

### Planning & Development

1. Plat Dedication Page: Please confirm that the “J.M. Roberts Survey, Abstract No. 3” is accurate. Staff has found “Abstract No. 723” within BellCAD.

**Met 5/13/2021**

2. Plat Dedication Page: Please identify a 5' wide sidewalk along both sides of Enclave Blvd. and Water Course Dr.

**Met 5/13/2021**

3. Plat Dedication Page: Applicant shall amend Note 4 such that utility easements containing proposed water and sewer infrastructure shall be a minimum of 15 feet wide.

**Met 5/13/2021**

4. Plat Dedication Page: Applicant shall amend Note 5 to account for the requirement that Lots 6-20, Block 1 and Tract 2, shall have a finished floor elevation 2 feet above the regulatory BFE or the 1 foot above the top of curb, whichever is higher in elevation.

**Met 5/13/2021**

5. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Tract 2 is composed of Drainage Tracts A-E as referenced in Ordinance 2021-19 and that Tract 1 is composed of Tract F as referenced in Ordinance 2021-19.

**Applicant's response meets the request. However, please correct the typo in the 3.1 Table such that for Tract 2 the Ordinance 2021-19 call outs were Drainage Tracts A-E.**

6. Plat Dedication Page: Applicant shall address the minimum cul-de-sac radius on Watercourse Drive.

**Met 5/13/2021**

7. Plat Dedication Page: Applicant shall add a note indicating that Lot 1 as referenced in Ordinance 2021-19, is not part of this plat.

**Met 5/13/2021**

8. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Lots 20-22, Block 1 are Lots 4-6 as referenced in Ordinance 2021-19 and that Lots 5-7, Block 1 are Lots 19-21 as referenced in Ordinance 2021-19.

**Met 5/13/2021**



9. Plat Dedication Page: Applicant shall annotate the easements illustrated between lots (Lots 9 & 10, Block 2, and Lots 6 & 7, Block 1).

**Met 5/13/2021**

10. Plat Dedication Page: Applicant shall address those lots that do not meet the minimum 50-foot front width per Ordinance 2021-19 (Lot 22, Block 1).

**Met 5/13/2021**

11. Plat Dedication Page: Applicant shall provide annotations (distance into the Lot from corner of lot) for the variable width drainage easement in Lot 20, Block 1 such that it is able to be located in the field.

**Met 5/13/2021**

12. Plat Dedication Page: Applicant shall clarify why the variable width drainage easement shown in Lot 20, Block 1 is not part of Tract 2.

**Met 5/13/2021**

13. Plat Dedication Page: Applicant shall amend the plat dedication statement such that Tract 1 is not included in the public utilities dedication and is a separate sentence dedicating Tract 1 to the City fee simple.

**Met 5/13/2021**

14. Plat Dedication Page: Applicant shall annotate the rear lot width of Lot 21, Block 1.

**Met 5/13/2021**

15. Plat Dedication Page: Applicant shall address those lots that do not meet the 70-foot average width and are not part of the exemption allowed in Ordinance 2021-19 (Lots 9 & 24, Block 1 and Lots 1 & 2, Block 2).

**Met 5/13/2021**

16. Plat Dedication Page: Applicant shall clarify the limits of the called "Drainage Reserve" and annotate the hatched Floodway area.

**Applicant's response meets the request. Applicant shall clarify what area the term "Drainage Reserve" and annotated on the plat dedication page just north of the platted area is calling out. Please remove said offsite term from the plat dedication page if it does not indicate something already in existence and is not part of this plat.**

17. Plat Dedication Page: Applicant shall provide utility easements for the existing sanitary sewer lines and services (Lot 12, Block 2; Tracts 1 & 2, Lots 19-22, Block 1) or annotate on the engineering sheets what the intent is for the offsite services.

**Applicant's response meets the request. Applicant shall also clarify the unconnected manhole illustrated in Lot 24, Block 1. Applicant is advised that when the construction plans are submitted, the proposed sewer service relocation between Lots 9 -10, Block 2 shall be installed such that it does not cross the services to either Lot 9 or 10 (may require the double connection to service Lot 10 and the offsite lot and a single connection for Lot 9).**

18. Plat Dedication Page: Applicant shall add a utility easement to Tract 1 illustrating future connectivity to water/sewer and add drainage easements for those portions of Tract 2 that will have drainage infrastructure and are not within the SFHA.

**Met 5/13/2021**

19. Drainage Report: Applicant shall provide pre and post development drainage calculations for Q100.

**Partially Met. The applicant has annotated two different drainage basins as DA-2 for post development drainage calculations (annotations on Sheets 2 & 3 don't appear to match). Please clarify which calculations in the report corresponded to each illustrated drainage basin. Also clarify/address how the impact of the increase in flows and new point discharge from DA-3 shown in the drainage report will be mitigated (i.e. add a statement regarding energy dissipation and timing of discharge).**

20. Engineering Sheet 3: Applicant shall provide connectivity such that the proposed northern inlet system outfalls in the downstream direction.

**Applicant's response meets the request Be advised that an analysis of the proposed infrastructure and outfall will be required in the construction plan submission as indicated in Engineer Note #3.**

21. Engineering Sheet 5: Applicant shall extend the proposed sewer main through Lot 1 Block 1, and Lot 1, Block 2 to the western parcel boundary west.

**Met 5/13/2021**

22. Engineering Sheet 5 & Plat Dedication Page: applicant shall verify service location to the 1.127 acre tract behind Lots 5 & 6, Block 2, to Miller Addition behind Lots 32 & 24, Block 1, and Post Office Addition subdivision west of Tract 1 and provide for a utility easements accordingly.

**Met 5/13/2021**

#### **Public Works, Mark Hyde**

1. Add a 6-inch gate valve to the water line in the middle of Lot 6.
2. Provide an energy dissipation/rip rap detail for the underground storm sewer outfalls.
3. For the storm sewer pipes: Annotate the pipe diameters and pipe material type.
4. During the 10-year, 25-year and 100-year storm events, what will prevent the storm water runoff from Enclave Blvd. from jumping the curb and inundating the homes on Lot's 16 and 17? Section 158.03 of The City of Harker Heights Drainage Criteria Manual requires the following:

##### 158.03 GENERAL.

(A) Storm water runoff peak flow rates for the 10-year and 100-year frequency storms shall not cause increased adverse inundation of any building or roadway surface.

(B) Street curbs, gutters, inlets, and storm sewers shall be designed to intercept, contain and transport all runoff from the 10-year frequency storm, without overtopping the curb.



(C) In addition to division (B) above, the public drainage system shall be designed to convey those flows from greater than the 10-year frequency storm up to and including the 100-year frequency storm within defined public rights-of-way or drainage easements.

**Met 5/13/2021**

**Consulting Engineer, Otto Wiederhold**

1. Engineer must verify that sanitary sewer main that is being tied into has capacity for new 38 lots.
2. Detention will not be required. This subdivision is located in lower 1/3 of major drainage basin.
3. Would recommend more than one storm sewer outlet and additional curb inlets.
4. City should make Engineer aware of Harker Heights Drainage Study & Master Plan, and water model on main drainage along back of lots.

**Met 5/13/2021**

**Fire Marshal, Brad Alley**

1. No Comments

**Building Official, Mike Beard**

1. No Comments

**ONCOR**

**Century Link, Chris McGuire**

1. No Comments

**Time Warner Cable/Spectrum**

**ATMOS**

1. Atmos does have gas facilities/mains at this plat location denoted below:
  - 3" Steel Main along E Veterans Memorial Blvd
  - 3" & 4" Poly Main along Indian Trail
  - [2] 1-1/4" Poly Service Lines

Atmos cannot warrant the accuracy of this location without field verification of our assets relative to the property. Final verification of gas main locations can best be obtained through the Statewide One Call System at 1-800-545-6005. (811). If the developer/owner or city would like a map of our underground facilities in this area location, they can complete a Map Release document and send to the Atmos Map Request email on the form.

**No Response as of 5/13/2021**

**TXDOT**



1. The Enclave Blvd. shall be right in right out only and the adjoining property to the south of Enclave Blvd. shall access their property from Enclave Blvd. and remove their existing driveways.

Beyond this, TxDOT does concur.

**No Response as of 5/13/2021**



✉ info@RepublicEDS.com

📍 P.O. Box 3123  
Harker Heights, TX 76548

☎ 979.234.0396

May 18, 2021

City of Harker Heights  
305 Millers Crossing  
Harker Heights, Texas 76548

Attn: Harker Heights City Staff

Harker Heights City Staff,

Below is the response to comments for The Enclave Preliminary Plat, received on May 14, 2021. All met comments have been removed from this list, the City's updated comments are in **red**, and response to comment is in **bold**.

#### Planning & Development

5. Plat Dedication Page: Applicant shall add a note indicating that on this plat dedication page Tract 2 is composed of Drainage Tracts A-E as referenced in Ordinance 2021-19 and that Tract 1 is composed of Tract F as referenced in Ordinance 2021-19. **Applicant's response meets the request. However, please correct the typo in the 3.1 Table such that for Tract 2 the Ordinance 2021-19 call outs were Drainage Tracts A-E Table has been updated.**
  
16. Plat Dedication Page: Applicant shall clarify the limits of the called "Drainage Reserve" and annotate the hatched Floodway area. **Applicant's response meets the request. Applicant shall clarify what area the term "Drainage Reserve" and annotated on the plat dedication page just north of the platted area is calling out. Please remove said offsite term from the plat dedication page if it does not indicate something already in existence and is not part of this plat. Recording information has been added for the Drainage Reserve.**
  
17. Plat Dedication Page: Applicant shall provide utility easements for the existing sanitary sewer lines and services (Lot 12, Block 2; Tracts 1 & 2, Lots 19-22, Block 1) or annotate on the engineering sheets what the intent is for the offsite services. **Applicant's response meets the request. Applicant shall also clarify the unconnected manhole illustrated in Lot 24, Block 1. Applicant is advised that when the construction plans are submitted, the proposed sewer service relocation between Lots 9 -10, Block 2 shall be installed such that it does not cross the services to either Lot**

9 or 10 (may require the double connection to service Lot 10 and the offsite lot and a single connection for Lot 9).

Unconnected manhole was a drafting error and has been removed. Final design will align services so that no services cross.

19. Drainage Report: Applicant shall provide pre and post development drainage calculations for Q100. Partially Met. The applicant has annotated two different drainage basins as DA-2 for post development drainage calculations (annotations on Sheets 2 & 3 don't appear to match). Please clarify which calculations in the report corresponded to each illustrated drainage basin. Also clarify/address how the impact of the increase in flows and new point discharge from DA-3 shown in the drainage report will be mitigated (i.e. add a statement regarding energy dissipation and timing of discharge).

Sheets 2 & 3 both have a "DA-2". Sheet 2 is labeled DA-2 POST while Sheet 3 is labeled DA-2 STORM. The two areas are not meant to represent the same areas. The preliminary drainage report only calculates pre- vs. post-development flows. Internal storm drain calculations will be part of the final drainage report accompanying the construction plan submittal.

While there will be an increase from DA-3, the overall flow in the creek, in which DA-3 discharges into, will be reduced. This is accomplished by releasing the storm water from DA-3 before the peak flow passes through the creek. All flow from DA-3 will have engineered energy dissipation to prevent erosion.

20. Engineering Sheet 3: Applicant shall provide connectivity such that the proposed northern inlet system outfalls in the downstream direction. Applicant's response meets the request Be advised that an analysis of the proposed infrastructure and outfall will be required in the construction plan submission as indicated in Engineer Note #3 Understood.

**Public Works, Mark Hyde**

All Comments Met

**Consulting Engineer, Otto Wiederhold**

All Comments Met

**Fire Marshal, Brad Alley**

No Comments



**Building Official, Mike Beard**

No Comments

**ONCOR, Derex Spencer**

No Comments.

**Century Link, Chris McGuire**

No Comments.

**Time Warner Cable/Spectrum, Shaun Whitehead**

No Comments.

**ATMOS, Burton Jones**

No Response

**TXDOT**

No Response

Sincerely,

Joseph Theriot, P.E.



## CITY COUNCIL MEMORANDUM

### AGENDA ITEM #IX-2

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 8, 2021

**DISCUSS AND CONSIDER APPROVING THE WAIVER OF INTEREST ON LIENS IN THE AMOUNT OF \$5,389.37 ON PROPERTY KNOWN AS 1416 SHOSHONI TRAIL, HARKER HEIGHTS, BELL COUNTY, TEXAS, AND TAKE THE APPROPRIATE ACTION.**

**EXPLANATION:**

The property known as 1416 Shoshoni was purchased by Jeff Lackmeyer of Lackmeyer Construction, LLC, at a Sheriff's sale for delinquent taxes on the property. Mr. Lackmeyer cleared the overgrown property, subdivided the property, and built two structures on the property. Recently, in looking at selling one of the structures, the City's liens on the property were discovered.

The City has issued nine liens on the property prior to Mr. Lackmeyer's purchase of the property. The last being in 2018. The nine liens total \$2,390.00 in value and with interest are now valued at \$7,779.37. Mr. Lackmeyer requested that the interest be removed from the liens on the lot in 2016, but Council denied that request and so he did not purchase the property. He later acquired the lot at a Sheriff's sale at which time the liens were assumed to be wiped from the books per the Title Company. In reviewing the sale document, it is the City Attorney's position that the document did not clear the City's liens in this case.

The two structures that Mr. Lackmeyer has constructed on the properties are valued at: \$308,164 and \$344,169 respectively in 2021. Taxes on the properties total: \$7,139.77 and \$7,973.49 respectively. City taxes are \$2,086.27 and \$2,329.89 in 2021.

Staff supports waiving the interest on all City liens on the property to the principle amount of \$2,390.00.

**RECOMMENDATION:**

Staff recommends approval.

**ACTION BY THE CITY COUNCIL:**

1. Motion to APPROVE/DISAPPROVE the waiver of interest on liens in the amount of \$5,389.37 on property known as 1416 Shoshoni Trail, Harker Heights, Bell County, Texas.
2. Any other action desired.

**ATTACHMENTS:**

1. Lien information
2. Photos of the structures on the lots

Account Name	Original Invoice Amount	Code Violation	Lien Date	Interest Accrued	Current Balance
<b>1416 Shoshoni Trail</b>					
1 Dillard, Franklin	\$ 530.00	high grass/weeds & cleaning	9/22/00	\$ 2,368.92	\$ 2,898.92
2 Dillard, Franklin	\$ 550.00	high grass/weeds & cleaning	9/22/00	\$ 2,245.88	\$ 2,795.88
3 Dillard, Franklin	\$ 110.00	high grass/weeds & cleaning	9/9/13	\$ 98.85	\$ 208.85
4 Dillard, Franklin	\$ 200.00	high grass/weeds & cleaning	6/11/14	\$ 150.43	\$ 350.43
5 Dillard, Franklin	\$ 200.00	high grass/weeds & cleaning	9/12/14	\$ 143.48	\$ 343.48
6 Dillard, Franklin	\$ 200.00	high grass/weeds & cleaning	8/3/15	\$ 121.28	\$ 321.28
7 Dillard, Franklin	\$ 200.00	high grass/weeds & cleaning	1/19/16	\$ 108.66	\$ 308.66
8 Dillard, Franklin	\$ 200.00	high grass/weeds & cleaning	10/14/16	\$ 90.66	\$ 290.66
9 Dillard, Franklin	\$ 200.00	high grass/weeds & cleaning	2/23/18	\$ 61.21	\$ 261.21
	<b>\$ 2,390.00</b>				<b>7,779.37</b>









## CITY COUNCIL MEMORANDUM

### AGENDA ITEM # IX-3

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 8, 2021

**DISCUSS AND CONSIDER APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH GAMBIT SOCIAL HOUSE, INC. ("GAMBIT") FOR THE ADMINISTRATION OF ONE OR MORE PROGRAMS FOR MAKING GRANTS OR LOANS OF PUBLIC MONEY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITIES WITHIN THE CITY; AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY AND TAKE THE APPROPRIATE ACTION.**

#### **BACKGROUND:**

The purpose of this 380 Agreement is to define the guidelines and incentives granted by the City and outline the obligations for Gambit Social House, Inc. ("Gambit") in this project.

Chapter 380 of the Texas Local Government Code allows the City to establish and provide for the administration of one or more programs for making grants or loans of public money to promote economic development.

This Agreement provides reasonable and adequate safeguards to ensure that the public receives sufficient benefits in exchange for the Incentives.

#### **RECOMMENDATION:**

Staff recommends approval.

#### **ACTION BY THE CITY COUNCIL:**

1. Motion to APPROVE/DISAPPROVE an economic development incentive agreement with Gambit Social House, Inc. for the administration of one or more programs for making grants or loans of public money to promote economic development and stimulate business and commercial activities within the City; and authorize the City Manager to sign the agreement on behalf of the City.
2. Any other action desired.

#### **ATTACHMENTS:**

1. Economic Development Incentive Agreement

## **ECONOMIC DEVELOPMENT GRANT AGREEMENT**

This Economic Development Grant Agreement (“Agreement”) is entered into by and between the **CITY OF HARKER HEIGHTS, TEXAS** (“City”) and **GAMBIT SOCIAL HOUSE, INC.** (“Gambit”). The purpose of this Agreement is to set forth the terms under which the City will make certain economic development grants to Gambit.

The City is authorized by Chapter 380 of the Texas Local Government Code to establish and provide for the administration of one or more programs for making grants or loans of public money to promote economic development and stimulate business and commercial activities within the City. The grants described herein are made for that purpose.

The parties agree as follows:

### **I.**

#### **MAXIMUM GRANT LIMIT**

1. The cumulative amount of grant payments to be made under this Agreement shall not exceed \$150,299.00. Once the cumulative amount of economic development grants (real property economic development grants plus sales related economic development grants) equals \$150,299.00, the City shall have no further obligation to pay grants under this Agreement and the Agreement will terminate.

### **II.**

#### **DESCRIPTION OF PROJECT – GAMBIT COMMITMENTS**

1. Gambit agrees to construct taxable improvements as described herein on the tract of property located within the city limits of the City which is described on **Exhibit “A”** (“Premises”). The real property improvements and taxable personal property which are to be constructed, placed, and maintained on the Premises shall be referred to herein as the “Project Improvements.” These Project Improvements that Gambit agrees to construct shall include a 12,000 square foot entertainment venue which will house a beer tap room, restaurant, nine-hole miniature golf course, eight escape rooms and a 400 square foot event space. The Project Improvements that Gambit agrees to construct shall also include 3 outside axe throwing lanes, beach volleyball facilities, and other games and seating areas on the Premises. Gambit agrees to complete construction and placement of the Project Improvements having a value as described in Paragraph 2 below on or before March 31, 2022.

2. In consideration for the economic development grants provided for in this Agreement, Gambit agrees to make a minimum investment of \$2,000,000.00 in the Project Improvements, so as to add at least \$2,000,000.00 of appraised value (over the 2021 appraised value of the Premises), for ad valorem property tax purposes, as certified by the Bell County Appraisal District, to the City of Harker Heights ad valorem tax rolls beginning in the tax year 2022. Gambit agrees to provide the City with a description of the taxable improvements constructed or placed by Gambit on the Premises and to do so by the 15th day of January 2023.



Gambit further agrees to maintain taxable property of a total value of at least \$2,000,000.00 on the Premises for each of the five tax years (2022 through 2026) for which the City has agreed to provide grants under this Agreement.

3. Gambit further agrees to employ a staff described as follows beginning on or before January 1, 2022 and continuing through December 31, 2026:

- 35 servers;
- 15 bartenders;
- 6 hostesses;
- 15 cooks;
- 5 dishwashers;
- 25 event and game masters;
- 6 managers.

### III.

#### ECONOMIC DEVELOPMENT GRANTS

1. The economic development grants to be made under this Agreement are based upon investments that Gambit agrees to make that will generate economic activity within the City and the sales activity occurring after the construction of such improvements. The City agrees to make certain economic development grants to Gambit to be calculated based upon a percentage of the ad valorem property taxes assessed by the City (and paid by Gambit) upon Project Improvements (“Property Taxes”). Further, as set forth below, the City agrees to make certain economic development grants to Gambit in amounts based upon a percentage of City sales tax revenues collected by Gambit, less any refunds by Gambit or required to be made by the City (“Sales Taxes”). Subject to the performance by Gambit of its obligations hereunder, and subject to the conditions of this Agreement, the City agrees to make the following economic development grants to Gambit:

#### A. GRANTS RELATING TO REAL PROPERTY IMPROVEMENTS (REAL PROPERTY ECONOMIC DEVELOPMENT GRANTS):

1. The City will make a real property economic development grant in an amount equal to 50% of the City Property Taxes timely paid by Gambit for the tax year 2022;

2. The City will make a real property economic development grant in an amount equal to 50% of the City Property Taxes timely paid by Gambit for the tax year 2023;

3. The City will make a real property economic development grant in an amount equal to 50% of the City Property Taxes timely paid by Gambit for the tax year 2024;

4. The City will make a real property economic development grant in an amount equal to 50% of the City Property Taxes timely paid by Gambit for the tax year 2025;

5. The City will make a real property economic development grant in an amount equal to 50% of the City Property Taxes timely paid by Gambit for the tax year 2026.

Grants payable hereunder shall be paid for each year of this Agreement within 45 days after Gambit has provided written notice to the City that it has made timely payment of the ad valorem property taxes assessed by the City for such year and a written request for payment of the real property economic development grant for such year. No grant payment shall be made for any year in which Gambit fails to make timely payment of property taxes and no grant shall be paid upon penalties or fees assessed because of a failure to timely pay taxes. No grant shall be paid before Gambit timely makes payment of City ad valorem property taxes.

**B. GRANT CALCULATED BASED UPON SALES TAXES (SALES RELATED ECONOMIC DEVELOPMENT GRANTS):**

“Gambit Net Sales Tax Revenues” as used in this Agreement shall mean City sales tax revenues collected by Gambit at its place of business in the City of Harker Heights that are remitted to and received by the City less any refunds by Gambit or refunds required to be made by the City.

1. The City will make a sales related economic development grant in an amount of 50% of the Gambit City Net Sales Tax Revenues for the year 2022;

2. The City will make a sales related economic development grant in an amount of 50% of the Gambit City Net Sales Tax Revenues for the year 2023;

3. The City will make a sales related economic development grant in an amount of 50% of the Gambit City Net Sales Tax Revenues for the year 2024;

4. The City will make a sales related economic development grant in an amount of 50% of the Gambit City Net Sales Tax Revenues for the year 2025;

5. The City will make a sales related economic development grant in an amount of 50% of the Gambit City Net Sales Tax Revenues for the year 2026.

To obtain payment of a sales related economic development grant for any year of this Agreement, Gambit shall provide notice to the City of the amount of Gambit Net Sales Tax Revenue collected by Gambit from the taxable retail sales of Gambit from the Premises in the previous calendar year and a request for payment of the sales related economic development grant. Within 30 days of receiving the request and notice, the City shall review such information and confirm the Net Sales Tax Revenue information. Gambit shall cooperate with the City to determine the amount of Net Sales Tax Revenue. The City shall make the sales related grant within 60 days after receiving Gambits’ notice and request.

IV.

REQUIREMENTS AND CONDITIONS FOR ECONOMIC DEVELOPMENT GRANTS

1. The economic development grants described herein are subject to the following requirements and conditions:

A. Project improvements with an appraised value of at least \$2,000,000.00 must be fully constructed and in place prior to March 31, 2022.

B. All construction of Project Improvements must be made in compliance with all City ordinances and state law.

C. Gambit must operate its retail business on the Premises for the entire term of this Agreement.

D. Gambit will maintain and repair all of the Project Improvements as necessary to keep the same in good working order for the entire term of this Agreement.

E. Gambit must pay all ad valorem and sales taxes prior to such taxes becoming delinquent. Gambit shall have the right to contest tax appraisals or taxes through the procedures provided by the Texas Tax Code. Gambit shall promptly pay, prior to their becoming delinquent all property taxes which it is not so contesting unless it is required by law to pay the contested taxes as a part of the contest procedure. Should Gambit contest tax appraisals or taxes, it shall notify the City of Harker Heights immediately of the contest and keep the City updated on status thereof. Such contest must be diligently pursued by Gambit. If Gambits' contest is unsuccessful, Gambit shall promptly pay any taxes and penalties/interest resulting therefrom.

F. Construction on the Project Improvements will be full completed and fully operational on or before the 31st day of March 2022.

G. The employment requirements described in Paragraph I (3) above shall continue to be met for the entire term of this Agreement.

H. The cumulative amount of grant payments to be made under this Agreement shall not exceed \$150,299.00. Once the cumulative amount of economic development grants (real property economic development grants plus sales related economic development grants) equals \$150,299.00, the City shall have no further obligation to pay grants under this Agreement and the Agreement will terminate.

V.

COMPLIANCE

Gambit binds itself hereby to construct Project Improvements of the value and within the time frame required by this Agreement. Gambit acknowledges and agrees that the purpose of this Agreement is to encourage economic development in the City and Gambit covenants that all uses of the Premises shall be consistent with the general purpose of encouraging development within



the City during the period that this Agreement is in effect. Gambit shall comply with any reasonable request of the City for information relating to the improvements made by Gambit or compliance by Gambit of its obligations hereunder. Gambit shall cooperate in regard to any audit or inspection by the City to assure compliance by Gambit. Gambit shall also provide the City's designated employees or consultants with access to inspect the Premises to ensure that improvements as required herein are being maintained in accordance with the provisions of this Agreement. Such inspection shall not interfere with the business operations of Gambit and shall not occur more than twice per calendar year.

VI.  
TERMINATION AND RECOUPMENT OF INCENTIVE

This Agreement terminates and is cancelled at the end of the contract term unless cancelled earlier as set forth below. In the event Gambit fails to maintain taxable property of a total value of at least \$2,000,000.00 as determined by the Bell County Appraisal District on the City of Harker Heights ad valorem tax rolls for any year for which the City has otherwise agreed to provide an economic development grant under this Agreement, this Agreement will terminate and be cancelled. Further, if Gambit fails to maintain the employment level for any of the positions described in paragraph II (3) above for a period of more than 30 consecutive days during the term of this Agreement, the Agreement will terminate and be cancelled. In the event this Agreement is terminated and cancelled because of the failure of Gambit maintain property values or employment levels as required by this Agreement, Gambit shall be obligated to repay and reimburse the City an amount equal to all grants which have been made pursuant to this Agreement.

VII.  
TERM

Unless terminated earlier by the provisions hereof or by the parties, this Agreement shall terminate after the City has paid all economic development grants for the year 2027 as provided herein.

VIII.  
ATTORNEY'S FEES

If, on account of any breach or default by Gambit on its obligations under the provisions of this Agreement, it shall be necessary for the City to employ an attorney or attorneys to enforce or defend any of its rights or remedies hereunder, should the City prevail, the City shall be entitled to all reasonable attorney's fees, costs and expenses it incurs in connection therewith.

IX.  
VENUE AND CONTROLLING LAW

Texas law shall govern interpretation of this Agreement and all disputes hereunder. This Agreement is performable, and shall be performed, in Bell County, Texas. Venue to any dispute between the parties shall be in Bell County, Texas.

X.  
AMENDMENT

No amendment, modification, or alterations of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and is duly executed by both parties.

XI.  
SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall automatically be deleted from the Agreement and the legality, validity or enforceability of the remaining provisions shall not be affected.

XII.  
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties herein with respect to the subject matter hereof and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter hereof.

XIII.  
NO WAIVER

No waiver by the City or Gambit of any event of default or breach of any covenant, condition or agreement herein contained shall be treated as a waiver of any subsequent default or breach of the same or any covenant, condition, or agreement.

XIV.  
ASSIGNMENT

This Agreement may not be assigned by Gambit without prior written consent of the City of Harker Heights.

XV.  
Notice

17. All notices provided hereunder shall be given by both email and certified mail, return receipt requested as follows:

To the City of Harker Heights

c/o David Mitchell, City Manager  
City Hall  
305 Millers Crossing  
Harker Heights, TX 76548  
Email: [dmitchell@ci.harker-heights.tx.us](mailto:dmitchell@ci.harker-heights.tx.us)

To Gambit Social House, Inc. c/o \_\_\_\_\_

512 S. 2nd St.

Killeen, TX 76541

Email: \_\_\_\_\_

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF HARKER HEIGHTS, TEXAS**

By: \_\_\_\_\_

David Mitchell, City Manager

ATTEST:

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

**GAMBIT SOCIAL HOUSE, INC.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_





# CITY COUNCIL MEMORANDUM

## AGENDA ITEM #IX-4

**FROM: THE OFFICE OF THE CITY MANAGER**

**DATE: JUNE 8, 2021**

**DISCUSS AND CONSIDER APPROVING THE CITY MANAGER TO SIGN THE UPDATED BELL COUNTY COMMUNICATIONS CENTER 9-1-1 AGREEMENT AND TAKE THE APPROPRIATE ACTION.**

**EXPLANATION:**

The Bell County Communications Center handles all emergency 9-1-1 calls for all entities in Bell County. The Communications Center is housed at 708 W. Ave O in Belton. The Bell County Communications Center is run under an agreement between Bell County, Killeen, Temple, Harker Heights, and Belton. Under the agreement, the Center is funded by each entity per the number of law enforcement “events” each entity has. Bell County pays one-half of all of the Centers expenses and pays for all events in the County. For examples, an “event” occurs every time officers are dispatched to an incident or communicate a status such as doing a security check on a business at night. The most recent budget allocations for the Center are as follows:

Killeen	\$ 1,700,502.00
Temple	\$ 1,049,165.00
Harker Heights	\$ 398,778.00
Belton	\$ 329,941.00
Bell County	\$ 1,268,968.00 (Bell County Pays for County events)
Bell County	\$ 4,747,355.00 (Bell County Pays ½ of operating cost of Center)
<b>Total</b>	<b>\$ 9,494,709.00</b>

The original Agreement for the Bell County Communications Center was entered into on October 1, 2002. The E-Board (established in the Agreement), which is comprised of the Bell County Judge and the City Managers of the four cities, has been working on correcting some issues in the original agreement from 2002. Items revised in the Agreement are provided as Attachment one to this memo. A redlined copy of the Agreement is provided as Attachment two to this memo.

Bell County has already reviewed and approved the Agreement. Fellow cities are scheduled to approve the Agreement in early June.

**RECOMMENDATION:**

Staff recommends approval.

**ACTION BY THE CITY COUNCIL:**

1. Motion to APPROVE/DISAPPROVE the updated Bell County Communications Center 9-1-1 Agreement and authorize the City Manager to sign on behalf of the City.
2. Any other action desired.

**ATTACHMENTS:**

1. Notes of Revisions and Updates to the Agreement
2. Redline Copy of the Agreement

# **COMMUNICATIONS SYSTEM AGREEMENT**

## **Notes of Revisions/Updates**

- **Table of Contents - Multiple changes to reflect wording changes in body of agreement. Removal of Exhibit A and B from Table of Contents.**
- **AMENDMENT (pg1:9-14) - Changed date of amendment and restatement to current effective date.**
- **Section 1 (pg2:13-14) - Added members of the RBO as Parties to the agreement.**
- **Section 1 (pg2:18) – Added the County as being provided services by the System.**
- **Section 3.A.1.a (pg4:33-38) – Changed order of rotation of Vice-Chair.**
- **Section 3.B (pg5:18) - Changed wording from “Comptroller” of System to “Auditor” of System.**
- **Section 3.D (pg6:8-9) - System Director-Added language “...the County Judge shall seek the advice and counsel of the Board before making an appointment.”**
- **Section 3.D.6 (pg6:29-33) - System Director/Reports to the Board-Added specifics “(a)...Notice...of any emergency expenditures...within 7 days, or as soon as practicable.” (b) Monthly member event count reports (c) Notifications...required by Section 4.F.**
- **Section 3.E (pg6:49-7:42) - RBO-Updated list of member agencies.**
- **Section 3.E (pg7:45-47) - RBO Entities-Added language “The Fort Hood Public Safety and Fire Departments and Bell County Communications Center Medical Director may also attend as a contributor (non-voting) to the RBO”.**
- **Section 3.E.1.a (pg8:6-16) - RBO Board-Changed the number of voting RBO members from 7 to 11 with each member city having both the Police Chief and Fire Chief now listed as voting members.**
- **Section 3.E.1.d (pg9:3-11) - RBO Secretary/System Director Minutes/Agendas- Agendas and supporting documents for meetings will be sent out at least 7 calendar days in advance. This was changed from 3 calendar days.**
- **Section 3.F.1 (pg9:17-18) - Updated System Board meeting schedule to “last Thursday of every odd numbered month”.**

- Section 3.F.2 (pg10:3-10) - Updated RBO Board meeting schedule to “bi-monthly of the last Monday of each odd numbered month”. Included statement that additional meetings may be requested by the Chair “or by any two members of the RBO Board”.
- Section 3.F.2 (pg10:21-22) - Defined quorum for RBO Board voting purposes.
- Section 3.F.2 (pg10:26-29) - Added language to define role of RBO subcommittees.
- Section 3.F.7 (pg11:11-15) - Added voting section and defined “per capita” and “majority interest.”
- Section 4.C.1 (pg12:49-13:3) - Included due date of System Budget to the Cities and County of May 1<sup>st</sup> for FY beginning October 1<sup>st</sup>.
- Section 4.C.4 (pg13:13-15) - Added language that the County Judge “shall” seek advice and counsel from the System Board in the appointment of the System Director.
- Section 4.F (pg13:39-45) - Added “Duty to Notify Protocol Changes” section.
- Section 6.A (pg14:24-25) – Removed exception to effective date of fiscal year.
- Section 6.B.7 (pg15:25-40) - Defined “Capital Costs”.
- Section 8 (pg18:27) - Specified dollar threshold of more than \$100,000 for equipment expenses or equipment that is part of the backbone as County expenses.
- Section 8 (pg18:35-36) – Added wording for System Components approval by System Director to confirm compatibility.
- Section 10.E (pg20:22-24) – Added “Review of Agreement” section.
- Section 14.A (pg21:21-30) – The System will approve the capital cost buy-in of a new party to the agreement.
- Section 17 (pg22:33) - Removed “Tax Exempt bonds” section.
- Exhibit “B(1)” (pgB-1:4-14) - Established definition of “Events” and updated estimated assessment percentages.



# COMMUNICATIONS SYSTEM AGREEMENT

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(b)	<u>RBO Board Officers</u>	<u>8</u>
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(d)	<u>Secretary</u>	<u>9</u>
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1 **AGREEMENT**

2  
3  
4 THE STATE OF TEXAS

5  
6 COUNTY OF BELL

7  
8 **AMENDMENT**

9  
10 The following is an amendment and restatement of this Agreement, taking into  
11 account amendments approved by the Cities of Belton, Harker Heights, Killeen and  
12 Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment  
13 took effect on \_\_\_\_\_, 2020, the date of final approval by the County and the  
14 Cities in accordance with Section 13 hereof. The original Agreement was dated  
15 October 1, 2002.

16  
17 In order to establish, operate and maintain a consolidated communications system  
18 for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and  
19 throughout Bell County, Texas (the "County"), including the communities and agencies  
20 served by the Bell County Sheriff's Office (including but not limited to those entities which  
21 are part of the RBO as defined in Section 3F3E), the parties agree to the following:

22  
23 This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ in  
24 the year ~~2002~~2020 by and among the Cities, and the County is entered into pursuant to  
25 the provisions of Texas Government Code Ann. § 791.001 et seq (Vernon Supp. 1992)  
26 (the "Act") relating to joint exercise of powers, for the purpose of operating and  
27 maintaining a consolidated communications system. The Cities and the County shall  
28 sometimes be referred to herein as the "Parties".

29  
30 WITNESSETH:

31  
32 WHEREAS, the County has purchased and provided a trunked 800 Megahertz  
33 Public Radio System for the express purpose of the support of public health and safety;  
34 and

35  
36 WHEREAS, the County has purchased and provided a computer system to provide  
37 Computer Aided Dispatch, police, fire and record management systems; and

38  
39 WHEREAS, the County has purchased and provided a central facility to  
40 accommodate the consolidation of public health and safety communications for the  
41 County; and

42  
43 WHEREAS, the Parties are each empowered by law to staff, maintain, and operate  
44 public buildings and related facilities for the purposes of public health and safety  
45 communications, all of which are proper "governmental functions and services" as defined  
46 in the Act; and  
47



1 WHEREAS, the Parties desire to operate and maintain a consolidated county-wide  
2 public health and safety communications facility (hereinafter referred to as the "System"),  
3 and to provide an orderly method for the accomplishment thereof; and  
4

5 WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly  
6 exercising their common powers in the manner set forth in this agreement.  
7

8 NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits,  
9 promises and agreements set forth herein, agree as follows:  
10

## 11 **Section 1. Purposes**

12  
13 The purpose of this agreement is to provide for the establishment, operation and  
14 maintenance of a consolidated County-wide communications system (hereinafter, the  
15 "System") by constructing, equipping, staffing, maintaining, and operating a facility or  
16 facilities which provide call receiving and dispatching services to the Parties and members  
17 of the RBO, by providing computers, radio systems and other equipment , and by further  
18 providing the System to the Parties. A description of the initial System is attached hereto  
19 as Exhibit "A".  
20

21 The System will be provided ~~both~~ to (i) the Cities, (ii) the County, and (iii) to other  
22 governmental entities, volunteer fire departments, EMS providers or other persons  
23 providing public health and/or safety services with the County to serve as the contract  
24 party for all such persons. Other services may be provided to other entities so long as  
25 there is no degradation of public health and/or safety services. Contracts may further be  
26 entered as provided in Section 4B regarding the extension of services beyond those  
27 rendered to the contracting Parties, as part of the authorized purposes hereunder.  
28

29 This agreement also establishes and provides a forum for discussion, study,  
30 development and implementation of programs and services of mutual public health and  
31 safety communications interest.  
32

33 This agreement is made pursuant to and under the provisions of the Act relative to  
34 the joint exercise of powers common to the County and the Cities.  
35

## 36 **Section 2. Designation of System Operator**

37  
38 Pursuant to and under the provisions of the Act, the Parties hereby appoint the  
39 County to serve as system operator. In that regard, the County shall have overall  
40 responsibility for System quality. The Parties acknowledge that System quality is subject  
41 to cost efficiency and budget constraints, and that various sections of this agreement  
42 impose requirements related to budget approval.  
43

44 As System operator, the County shall provide staff (as employees of the County)  
45 who shall be responsible for:  
46

- 47 ——— A. Training;
- 48 ——— B. System Dispatch and Operations;
- 49 ——— C. System Maintenance;



1           D. Undertaking such other duties as may be required by the System  
2           Board of Directors (as defined below).  
3

4           It is understood that the staff responsible for such functions, unless expressly  
5 otherwise authorized herein, shall be employees of the County. Salaries and benefits  
6 for all such persons shall be subject to the budget approval process set forth in Section 6  
7 hereof.  
8

9           **Section 3. Governance**

10  
11           A. Board of Directors  
12

13           The County and the Cities hereby establish a Board of Directors (the "Board"), for  
14 the System, and delegate to the Board the responsibility to make policy for the System.  
15 In carrying out its responsibility, the Board shall be subject to the following standards:  
16

17           \_\_\_\_\_ 1. The System shall be intended to provide  
18 comprehensive health and safety communications coverage to all  
19 citizens of the County.  
20

21           \_\_\_\_\_ 2. All System components shall be compatible with each  
22 other.  
23

24           (NOTE: See last sentence of Section 8 which reads, "All system  
25 components must be approved by the System Director to confirm  
26 compatibility with the System prior to the purchase of the same.)  
27

28           \_\_\_\_\_ 3. The choice of System components and the operation  
29 and maintenance of the System shall be based upon cost efficiency  
30 (including budget constraints) and effectiveness, and upon a desire  
31 to establish appropriate response to the health and safety needs of  
32 the citizens of the County.  
33

34           \_\_\_\_\_ 4. The Parties acknowledge that System quality is subject  
35 to cost efficiency and budget constraints, and that various sections  
36 of this agreement impose requirements related to budget approval.  
37 These limitations shall not diminish the County's overall responsibility  
38 for the System.  
39

40           The System shall be governed by the Board as to those decisions reserved to the  
41 Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for  
42 his or her such specific decisions, all other aspects of System governance are reserved  
43 to the County. Each of the four Cities and the County (representing the County as a  
44 whole) shall have one seat on the Board. Each City's seat shall be filled by the City  
45 Manager of such City or his or her alternate. The County's seat shall be filled by the  
46 County Judge or his or her alternate. A Board member shall cease to be a Director if  
47 he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to  
48 be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of  
49 their respective alternates. The Secretary shall notify each Party of the designation of



1 the other Parties' representatives and maintain an updated list of all Directors, alternates,  
2 and the entities they represent. Each of the City Managers and County Judge shall  
3 name his or her own alternate.  
4

5 An alternate shall have the authority to vote in the name and stead of the person  
6 appointing the same. Alternates shall only be appointed in writing, and shall only have  
7 authority for the particular meetings for which appointment was made. Attendance by  
8 any regular Board Member (i.e., County Judge or City Manager) at a meeting shall,  
9 without the necessity of further action, revoke the authority given to any alternate of such  
10 regular Board Member with regard to such meeting. The appointing Board Member(s)  
11 shall have the right to change or revoke appointment of his or her designated alternate at  
12 any time.  
13

14 The Act of at least three Board members shall be deemed the act of the Board,  
15 except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have  
16 one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1.  
17 and Section 10). The parties intend by this Section to require three votes to approve any  
18 matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute  
19 an act of the Board). Different voting requirements are set out in those specific  
20 circumstances referred to in Sections 4.C.1., 6.C.1., or 10.  
21

22 1. Officers of the Board of Directors

23 (a) Designation of Officers  
24  
25

26 \_\_\_\_\_ The officers of the Board shall be the Chair, the Vice-  
27 Chair, and the Secretary.  
28

29 The office of Chair shall be the County Judge. The System Director  
30 (or, in the absence of the Director, a designated member of the  
31 Director's staff) shall serve as Secretary of the Board. The office of  
32 Vice-Chair shall be rotated on an annual basis, at the first meeting of  
33 each fiscal year based on the following rotation, which shall continue  
34 through the term of this agreement:  
35

FISCAL YEAR	VICE-CHAIR
<del>02-03</del>	Temple
<del>03-04</del> 19-20	Killeen
Belton	<del>04-05</del> 20-21
Harker Heights	<del>05-06</del> 21-22
<del>23-24</del>	Temple

46  
47 \_\_\_\_\_ For all years after fiscal year ~~2005-2006~~ 2023 - 2024, the same rotation  
48 shall be maintained.  
49



1 \_\_\_\_\_(b) Duty of Officers

2  
3 \_\_\_\_\_(1) Chair and Vice-Chair

4  
5 \_\_\_\_\_The Chair, or in his/her absence  
6 the Vice-Chair, shall preside at and conduct all Board  
7 meetings. In the absence or inability of the Chair to act, the  
8 Vice-Chair shall act as the Chair.

9  
10 \_\_\_\_\_(2) Secretary

11  
12 The Secretary will give notice of regular meetings to the Board  
13 at least fifteen (15) calendar days in advance of the scheduled  
14 date. The Secretary will deliver the agenda and supporting  
15 documentation to each Board member at least three (3)  
16 calendar days prior to the meeting. The Secretary shall also  
17 post notice of any meeting of the System Board in the manner  
18 required by law, if any, and keep minutes of Board meetings.

19  
20 In calculating "calendar days" the number of days shall  
21 include both the first day and last day of the period in question,  
22 and all days in between, regardless if weekends or legal  
23 holidays or otherwise (i.e., 20 calendar days from March 1  
24 shall be March 20).

25  
26 B. Auditor of the System

27  
28 The County Auditor shall serve as Auditor for the System. Allocated costs for  
29 these services shall be a part of the System budget. The County Auditor shall attend the  
30 meetings of the Board of Directors and advise them in connection with any accounting,  
31 budgetary, monetary or other financial matters relating to the System. The County  
32 Auditor will assist the System Director in developing the annual budget and maintaining  
33 accurate fiscal projections and accounts for the System.

34  
35 The Board may hire an independent auditor or financial consultant in the event of  
36 a conflict of interest between the County Auditor and Board on a particular matter, or  
37 otherwise as desired by the Board.

38  
39 The County Auditor shall report to the Board, and be responsible to the Board, in  
40 the conduct of his or her duties as they relate to the System.

41  
42 The County Auditor shall establish the budget format for the System, establish and  
43 maintain particular funds and accounts, and furnish monthly revenue, expenditures, and  
44 funds status to the Board and Commissioners Court. In carrying out such functions, the  
45 Auditor shall follow generally accepted accounting principles applicable to the County.  
46 The Auditor shall make System books and records available to the Board, and to the  
47 public to the extent required by law.

1 C. Attorney for the System

2  
3 The County Attorney shall be the Attorney for the System. Allocated costs for  
4 these services shall be a part of the System budget. The Attorney shall advise the Board  
5 in connection with any legal matters relating to the System, and shall attend meetings of  
6 the Board as required to carry out his or her duties.  
7

8 The Board may hire outside legal counsel in the event of a conflict of interest or  
9 otherwise as desired by the Board.  
10

11 The System Attorney shall report to the Board, and be responsible to the Board, in  
12 the conduct of his or her duties as they relate to the System.  
13

14 D. System Director

15  
16 The System Director shall be appointed by the County Judge, in the manner  
17 required by Section ~~4.C.4.~~ 4.C.4. However, the County Judge shall seek the advice  
18 and counsel of the Board before making an appointment. The Director shall attend all  
19 meetings of the Board as an advisory member. The Director shall be an employee of  
20 the County. The Director shall be responsible for all operational and personnel matters  
21 relating to the System. In particular, the Director shall:  
22

23 \_\_\_\_\_ 1. enforce strict compliance with the approved annual  
24 System budget and approve only expenditures authorized therein;  
25

26 \_\_\_\_\_ 2. maintain an inventory of all property of the System and  
27 serve as custodian of the property;  
28

29 \_\_\_\_\_ 3. have overall responsibility for the operation and  
30 maintenance of the System, subject to the specific authority retained  
31 herein by the Board, and the general supervisory authority of the  
32 County;  
33

34 \_\_\_\_\_ 4. serve as Secretary of the Board of Directors and of the  
35 RBO.  
36

37 \_\_\_\_\_ 5. establish and maintain the Standard Operational  
38 Procedures for the System.  
39

40 \_\_\_\_\_ 6. ~~shall provide reports to the Board.~~ to include, but not  
41 limited to:  
42

43 \_\_\_\_\_ a. Notification to the Board of any emergency  
44 expenditures needed for the System within 7 days, or as soon as  
45 practicable.

46 \_\_\_\_\_ b. Monthly member event count reports

47 \_\_\_\_\_ c. Notifications as might be required by Section 4.F.  
48

49 The Director may establish user committee(s) to assist Director in the maintenance







- 1 -Sparta Volunteer Fire Department
- 2 ~~-Temple College Police Department~~
- 3 ~~-Temple Police Department~~
- 4 ~~\_\_\_\_\_ -Temple Fire Department~~
- 5 ~~-Texas A&M Central Texas Police Department~~
- 6 ~~\_\_\_\_\_ -Troy Police Department~~
- 7 ~~\_\_\_\_\_ -Troy Volunteer Fire Department~~
- 8 ~~\_\_\_\_\_ -University of Mary Hardin-Baylor Police Department~~
- 9

10 The entities or departments listed above and not a part of the County or the four  
 11 cities~~Cities~~ are referred to as the "Rural RBO Members". The Fort Hood Public Safety  
 12 and Fire Departments and Bell County Communications Center Medical Director may  
 13 also attend as a contributor (non-voting) to the RBO. Other entities that provide health  
 14 or safety services in the County may participate in the RBO upon the approving vote of  
 15 the RBO Board.

16

17 1. RBO Board

18

19 (a) Board Members

20

21 The voting body of the RBO (hereinafter, the "RBO Board") shall  
 22 consist of ~~seven~~ (7)eleven (11) members, chosen as follows:

23

24 - One (1) member shall be the Bell County Sheriff

25

26 - ~~Each Eight (8) members shall be the Fire Chief and Police~~  
 27 ~~Chief from each of the four (4) Cities shall appoint one (1)~~  
 28 ~~member.~~

29

30 - Two (2) members (one being a fire chief and one being a  
 31 chief law enforcement officer) shall be elected by the Rural  
 32 (i.e., non-City) RBO Members

33

34 ~~Scott and White EMS and Scott and White Helicopter Service may~~  
 35 ~~each have a non-voting member on the RBO Board.~~

36 -

37 In voting for the Rural RBO Board Members, each Rural RBO  
 38 department shall have one (1) vote.

39

40 RBO Board Members shall be elected or appointed annually, to  
 41 coincide with the System's fiscal year.

42

43 (b) RBO Board Officers

44

45 The RBO Board shall elect their Chair and Vice-Chair to conduct the  
 46 business of the RBO in the first meeting of each fiscal year. Each  
 47 officer will name his or her own alternate.

48

1 In the event that the Chair or Vice-Chair ceases to be an employee  
2 of their respective agency, they will cease to be a member of the  
3 RBO Board, and the resulting vacancy shall be filled by the entities  
4 which originally elected or appointed such RBO Board member at  
5 the next regularly scheduled meeting which follows the occurrence  
6 of the vacancy.  
7

8 (c) Duties of Chair and Vice-Chair  
9

10 \_\_\_\_\_ The Chair shall preside at meetings of the RBO Board. In the  
11 absence or inability of the Chair to act, the Vice-Chair shall act as the  
12 Chair. The Chair, or in his/her absence the Vice-Chair, shall preside  
13 at and conduct all meetings of the RBO Board.  
14

15 (d) Secretary  
16

17 \_\_\_\_\_ The System Director (or in the absence of the Director, a  
18 designated member of the ~~Director's~~Director's staff) shall serve as  
19 Secretary of the RBO Board. The Secretary shall send notice of  
20 meetings of the RBO Board to its members, and shall keep minutes  
21 of the meetings. The Secretary will deliver the agenda and  
22 supporting documentation to each RBO Board member at least ~~three~~  
23 ~~(3)~~seven (7) calendar days prior to the meeting. The Secretary shall  
24 also post notice of any meeting of the RBO Board or ~~User~~RBO  
25 Committees in the manner required by law, if any, and maintain the  
26 minutes of committee meetings.  
27

28 ~~The System Director shall also serve as Secretary of any meeting of~~  
29 ~~the full RBO membership.~~  
30

31 F. Meetings of the System Board of Directors, RBO and RBO Board  
32

33 1. Meetings of the System Board of Directors  
34

35 The Board shall conduct regular ~~meetings Thursday, holding at least one~~  
36 ~~regular meeting each quarter.~~meetings on the last Thursday of every odd  
37 ~~numbered month.~~ The first meeting after the start of each fiscal year shall  
38 be the annual meeting. The date and hour of any regular meeting shall  
39 be scheduled by order of the Board or by the Board Chair.  
40

41 The Board shall provide for additional meetings as may be needed  
42 depending upon the pressure of business. A called Board meeting shall  
43 be called upon the request of the Chair or any two (2) Board members,  
44 with the persons calling the meeting setting the date and hour thereof.  
45 Absent an emergency, the Secretary of the Board shall give each Board  
46 member at least three (3) calendar days notice of any specially called  
47 Board meeting, such notice to set out the date, time, place, and proposed  
48 subject matter of the meeting.  
49



1 The location for the conduct of meetings shall be as determined by the  
2 Board, and shall be the System's central dispatch building in the absence  
3 of a contrary determination. Changes in the location must be made by  
4 resolution of the Board or by the Chair, and notice of System Board  
5 meetings shall be posted in compliance with applicable law.  
6

## 7 2. Meetings of the RBO Membership and RBO Board

8  
9 The RBO membership (including the RBO Board) shall conduct  
10 regular meetings, holding at least one regular meeting every calendar  
11 monthodd numbered months unless the RBO Board determines otherwise.  
12 Unless otherwise agreed by the RBO Board, regular meetings of the RBO  
13 Board shall be bi-monthly on the last Monday of each odd numbered  
14 month. The RBO Board may provide for additional meetings as needed  
15 depending upon the pressure of business and as may reasonably be  
16 requested by the Chair of the RBO Board, or by any two members of the  
17 RBO Board. The date and hour of any regular meeting shall be scheduled  
18 by order of the Chair of the RBO Board, a copy of the order to be filed with  
19 the Secretary of the System Board of Directors. Absent a contrary  
20 decision by the Chair of the RBO Board the location for the conduct of the  
21 meetings shall be the System's central dispatch building. Absent an  
22 emergency, the Secretary of the RBO shall give at least three (3) calendar  
23 daysdays' notice of each RBO meeting to the members of the RBO.  
24

25 Only the RBO Board shall have voting rights as to any matter before the  
26 RBO, and any vote of the RBO Board shall be deemed taken on behalf of  
27 the RBO as a whole. A majority of the RBO Board shall constitute a  
28 quorum of the RBO Board, and the vote of a majority of RBO Board  
29 members present at a meeting at which a quorum is present shall be  
30 binding.  
31

32 \_\_\_\_\_The RBO Board may designate subcommittees for technical  
33 or advisory projects, but subcommittees shall only make recommendations  
34 or provide advice to the RBO Board, and the RBO Board must approve  
35 subcommittee recommendations.  
36

## 37 3. Meeting Rules

38  
39 \_\_\_\_\_The System Board and the RBO Board shall adopt rules for  
40 conducting their respective meetings and other business.  
41

## 42 \_\_\_\_\_4. Minutes

43  
44 \_\_\_\_\_The Director (or in the absence of the Director, the designated  
45 member of the Director's staff) shall keep minutes of regular, adjourned  
46 regular and special meetings of both the System Board and the RBO Board.  
47 A copy of the System Board minutes and RBO Board minutes shall be  
48 provided to each System Board member, the System Director,  
49 and to each RBO member.



1  
2 \_\_\_\_\_ 5. Quorum  
3

4 \_\_\_\_\_ A majority of the System Board determined per capita  
5 constitutes a quorum for the transaction of business by the System Board.  
6 A majority of the RBO Board determined per capita constitutes a quorum  
7 for the transaction of business by the RBO Board.  
8

9 \_\_\_\_\_ 6. Representation of the Regulatory Board of Operations  
10

11 \_\_\_\_\_ The Chairperson of the RBO Board will represent the RBO on  
12 the Board of Directors. The RBO chair shall be a non-voting member of  
13 the System Board of Directors, and shall attend all meetings of the System  
14 Board.  
15

16 7. Voting  
17

18 For purposes of this Agreement, "per capita" means that each City and the  
19 County shall have one vote each. "Majority in interest" means a group of  
20 Cities and/or the County whose "use percentage" (shown on Exhibit B)  
21 exceeds in the aggregate more than fifty percent (50%) during the year at  
22 which such vote is taken.  
23

24 **Section 4. Powers and Duties**  
25

26 A. Authority of the County  
27

28 In accordance with the provisions of the Act, the Parties hereby delegate to the  
29 County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise  
30 expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain,  
31 operate and lease, real and personal property (whether tangible or intangible), and related  
32 facilities (all being a part of the System) and to employ personnel or engage the services  
33 of others, for the purpose of providing for public health and safety communications in the  
34 County. It is the intention of this paragraph that the County have complete authority to  
35 carry out all activities related to the System, subject to the approval of the Board or the  
36 other Parties only if such approval(s) are expressly set out elsewhere in this agreement.  
37

38 In carrying out its responsibilities, the County shall be subject to the same  
39 standards set forth in the first paragraph of Section 3A. As the provider of the System,  
40 the County shall endeavor to meet desired quality standards established by the Parties  
41 hereto, also taking into account cost efficiency, System effectiveness, budget constraints,  
42 and System compatibility.  
43

44 The County is authorized in its own name to perform all acts necessary for the  
45 establishment, operation, and maintenance of the System, including, but not limited to,  
46 any or all of the following:  
47

48 \_\_\_\_\_ 1. to make and enter into contracts, it being understood  
49 that all contracts regarding the System shall be entered in the name

1 of the County unless the Board determines otherwise;

2  
3 \_\_\_\_\_2. to employ or engage the services of agents,  
4 independent contractors, and employees;

5  
6 \_\_\_\_\_3. to acquire, construct, manage, maintain and operate  
7 any buildings, works, improvements, equipment, or other real or  
8 personal property (whether tangible or intangible);

9  
10 \_\_\_\_\_4. to acquire, hold, lease, or dispose of property;

11  
12 \_\_\_\_\_5. to incur debts, liabilities or obligations, provided the  
13 same shall be obligations of the County, with the only financial  
14 obligations of the Parties being as set forth in Section 6 or Section  
15 10 hereof (or at the option of the Parties, as set forth in Section 8  
16 hereof);

17  
18 \_\_\_\_\_6. to receive gifts, Assessments and donation of property  
19 and funds, services and other forms of financial assistance, from  
20 persons, firms and corporations and any governmental entity;

21  
22 \_\_\_\_\_7. to provide or contract for communications services to  
23 or with non-public agencies or other entities not a Party hereto;

24  
25 \_\_\_\_\_8. to carry out the policies of the Board.

26  
27 Such powers shall be exercised in the manner provided in the Act and as expressly  
28 set forth in this agreement. The County shall not carry out any activities contrary to the  
29 authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved  
30 to the Board herein but it is further understood that the Board's sole authority in regard to  
31 the System is as set out in Section 4C, or as otherwise expressly reserved to the Board  
32 herein.

33  
34 The County is hereby authorized to exercise its powers as needed to implement  
35 the purposes of this agreement. The County is empowered and by this agreement  
36 authorized to assess the Parties to finance the entire operation and maintenance of the  
37 System in the manner set forth in this agreement.

38  
39 **B. Communication Services to Other Agencies**

40  
41 Upon the approval and recommendation of the Board of Directors, the County may  
42 provide dispatch or other communication services to private agencies and/or public  
43 agencies not a Party to this agreement, so long as there is no degradation of services to  
44 the public health and/or safety. Such service shall be evidenced by contract or interlocal  
45 government agreement.



1 The County shall establish the amount of charge for the service. Charges will be  
2 set with the intent of recovering all capital, operational, and maintenance costs expended  
3 in providing the services to a particular agency, both annually and for prorated periods  
4 thereof.

5  
6 C. Authority of the Board of Directors  
7

8 The Board of Directors, as the governing and administrative body of the System,  
9 shall exercise the following authority:  
10

11 \_\_\_\_\_ 1. The Board shall recommend the annual System budget  
12 and provide a copy of the proposed budget to the Cities and the  
13 County by each May 1 for the following fiscal year beginning each  
14 October 1, provided, the final budget shall be adopted by the County.  
15 In that regard, should any member of the Board request the same,  
16 the Board shall recommend an annual System budget by vote of a  
17 majority in interest (in the same manner referred to in Section  
18 403.F.7) and not by a per capita vote.  
19

20 \_\_\_\_\_ 2. The Board shall review System expenditures.  
21

22 \_\_\_\_\_ 3. The Board shall consider the recommendations of the  
23 RBO.  
24

25 \_\_\_\_\_ 4. The County Judge shall appoint the System Director.  
26 In making the appointment of the System Director, the County Judge  
27 may shall seek advice and counsel from the Board.  
28

29 \_\_\_\_\_ 5. The Board shall approve the provisions of  
30 communications services to any entities not a Party to this  
31 agreement, provided, the County shall ultimately approve the same  
32 and be the contract party for such agreements.  
33

34 D. Advisory Authority of the RBO  
35

36 The RBO shall review all Standard Operational Procedures (SOP), programs and  
37 situations and make recommendations as they pertain to the dispatch of police, fire and  
38 EMS services. If applicable, the RBO will consider User Committees' recommendations.  
39 At the request of the Board or the System Director, the RBO shall respond to requests for  
40 information, research and investigations.  
41

42 E. User Committees  
43

44 User Committees members and chairs will be appointed by the RBO Board. The  
45 Committees will be open to personnel directly employed by agencies represented in this  
46 agreement, and will be representatives of the particular discipline being considered by  
47 that committee. User Committees will make recommendations on proposed SOP.



1 User Committees should be comprised of individuals with expertise or experience in that  
2 discipline. The System Director or his designee shall be a member of each Committee.

3  
4 F. Member Duty to Notify of Protocol Changes

5 All members have the right to change, alter, or otherwise modify their respective  
6 protocols relating to any matter associated with the operation and response of their first  
7 responder agency. However, with respect to any changes, alterations, or modifications  
8 that have the potential to impact event counts attributable to that member, said member  
9 shall notify the Director within 7 days of any changes, alterations, or modifications. The  
10 Director shall then notify all the members within 7 days.

11  
12 **Section 5. Facility**

13  
14 The County is empowered to purchase, lease or otherwise obtain the use of an  
15 existing facility or build a new facility for the purposes of locating and establishing the  
16 consolidated communications center, all at the County's expense. The center proper  
17 shall include at least the following: (1) dispatch area; (2) supervisors and management  
18 administrative offices, including Director, operational and technical managers, clerical,  
19 computer resource and reception office space; (3) radio equipment room; (4) computer/  
20 telephone/recording equipment room; (5) storage for inventory, supplies and records; (6)  
21 locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-  
22 purpose classroom, conference room and emergency operations center.

23  
24 All equipment and materials within the facility will be supported and maintained  
25 through an annual operational budget. All new equipment or materials used as part of  
26 the "System" will be owned as set forth Section 8.

27  
28 The Parties agree that this shall not be a contract for the financing or acquisition  
29 of any of the assets comprising the System, including the center.

30  
31 **Section 6. Fiscal Year and Annual Budget**

32  
33 A. Fiscal Year

34  
35 The System's fiscal year shall be the twelve month period commencing each  
36 October 1, and ending the following September 30, ~~except if the effective date of this~~  
37 ~~agreement is other than October 1, in which case the first fiscal year shall be the short~~  
38 ~~year commencing the effective date and ending the following September 30.~~

39  
40 B. Annual Budget

41  
42 \_\_\_\_\_ 1. The System shall operate only under an approved  
43 fiscal year budget. The System may not operate at a deficit. The  
44 Parties shall pay for the entire costs of operation and maintenance  
45 of the System, with annual System expenditures determining the  
46 total amount of assessment required.

47  
48 \_\_\_\_\_ 2. From the date of this Agreement through the end of  
49 fiscal year ending September 30, ~~2007~~2020, the assessments and



1 Assessments shall be as set forth in Exhibit "B".  
2

3 3. Each annual operating budget shall include a  
4 reasonable reserve contingency. Money may be expended from  
5 this reserve only with the express approval of the County. The  
6 unspent portion of the reserve shall be carried forward to the next  
7 fiscal year (in addition to the reserve Assessment for each such fiscal  
8 year). The Auditor shall periodically report to the Board on the  
9 amount on deposit in such fund, how the same is invested, and how  
10 it is being expended.  
11

12 4. The total assessment against each of the Parties will  
13 be reduced by revenue from entities not a party hereto (i.e., not  
14 otherwise expensed to serve the System), by unexpected or  
15 unencumbered funds available at the end of each fiscal year prior to  
16 the year for which the budget is applicable, or by other revenues  
17 available to the System (in excess of amounts required by the  
18 budget) as of the date such budget is determined. In that regard,  
19 the Parties acknowledge that the County shall have the right to deny  
20 service to entities other than the Cities unless such entities agree to  
21 pay a share of System assessments. In that event, before any such  
22 entity becomes a "Party" hereto, the same shall require those  
23 approvals referred to in Sections 13 and 14 hereof.  
24

25 5. In the event that emergency expenditures are required  
26 to maintain System integrity in excess of amount budgeted therefore,  
27 the County is authorized to incur the same first from the reserve, and  
28 second from other funds available to the County. The budget for the  
29 next fiscal year shall include amounts to restore such reserve fund,  
30 or to reimburse the County for any unreimbursed expenditures,  
31 respectively.  
32

33 6. The budget shall be recommended to the County for  
34 each fiscal year on or before ~~June~~May 1<sup>st</sup> prior to the beginning of  
35 such fiscal year. A copy of the System budget and each Party's  
36 assessment shall be delivered to each Party immediately after the  
37 System budget is adopted.  
38

39 7. Notwithstanding that the County is solely responsible  
40 to pay all Capital Costs each year's System budget shall state those  
41 Capital Costs the County anticipates it will incur during the same  
42 following budget year.  
43

44 For the purposes of this agreement, "Capital Costs" shall mean all  
45 costs incurred by the County for assets having a useful life of longer  
46 than one year from the date of acquisition and have a dollar value  
47 greater than \$100,000 or that are associated with the communication  
48 center building or backbone, regardless of the dollar value. The  
49 backbone consists of the server room, the equipment at the tower



1 sites and the symphony consoles. Examples of building and  
2 backbone assets include, but are not limited to, HVAC, UPS, parking  
3 lots and dispatch consoles. The County shall determine which costs  
4 are "Capital Costs" which benefit the System in accordance with  
5 generally accepted accounting principles.  
6

7 8. The Parties hereby agree that payment of the assessments shall  
8 fairly compensate the performing Parties (including the County) for  
9 the services or functions performed hereunder, as provided in the  
10 Act.

11  
12 89. As provided in Section 4.C.1, the System budget for  
13 each fiscal year must be recommended by the System Board, but be  
14 finally approved by the County. In that regard, the County shall  
15 have discretion to follow its normal budget process as it would for  
16 any unit of County government, including the authority to adopt the  
17 final budget notwithstanding contrary recommendations of the  
18 Board. The County may make adjustments to the budget during any  
19 year if required to maintain System integrity.  
20

#### 21 C. Budget Elements

22  
23 Each Party hereby agrees to pay an amount equal to its Assessment, as  
24 based upon the assessment percentages as described in Exhibit "B."  
25

26 The County shall be responsible for all capital expenditures, as may be  
27 necessary to accomplish the purposes set forth in this Agreement for a consolidated  
28 communications system.  
29

#### 30 1. Payment of Assessments

31  
32  
33 Upon adoption of the fiscal year budget by the County ~~(with~~  
34 ~~the first budget anticipated to take affect with the fiscal year beginning~~  
35 ~~October 1, 2002,~~ and the forwarding thereof to the governing bodies of the  
36 Parties by the Board Secretary, unless otherwise specified by the order of  
37 the Board, the ~~Assessment~~ Assessments as described in Exhibit "B" is are  
38 automatically due and payable without further notice as follows:  
39

40 <u>October 15</u>	25% of total Assessment
41 <u>January 15</u>	25% of total Assessment
42 <u>April 15</u>	25% of total Assessment
43 <u>July 15</u>	25% of total Assessment

44  
45 In the event funds are not available as needed, the County  
46 shall advance necessary funds as with any other division of County  
47 government.  
48



1 Amounts advanced by the County shall be deemed System expenditures,  
2 to be reimbursed by all Parties in the next assessment due after each such  
3 advance is made.  
4

5 \_\_\_\_\_ Assessments shall be payable only from current revenues of  
6 each Party, as provided in the Act. Each Party agrees to provide in its  
7 annual budget for current revenues to be available in an amount adequate  
8 for that Party's Assessment for the same fiscal year.  
9

10 At least annually, the Director shall present a cost of service study to the  
11 Board showing annual System costs as compared to budgeted line items.  
12

13 A five (5)% late charge shall be imposed upon Assessment payments not  
14 received within thirty (30) calendar days following the scheduled dates for  
15 payment. An additional five (5)% shall be imposed if payment is not made  
16 within an additional thirty (30) calendar days. If aan Assessment, including  
17 late charges, is not paid in full within seventy-five (75) calendar days  
18 following any scheduled due date, the Party shall be in default and subject  
19 to termination upon the vote of a majority in interest (determined in  
20 accordance with Section 6-B-23.F.7) of the other members on the Board.  
21 The late Party shall not have the right to vote, or be counted in determining  
22 a majority in interest.  
23

#### 24 D. Budget Authority of Director 25

26 The Director for the System has the power fully to implement the approved budget.  
27 However, the Director may not exceed the personnel staffing authorized in the budget,  
28 either in number, position, classification or salary. In addition, the Director may not  
29 exceed any line item, utilize the reserve contingency, or exceed the total amount of  
30 approved budgeted expenditures without the approval of the County.  
31

32 The Director may recommend expenditures for approval separate from the budget  
33 process, in which case the further recommendation of the Board and approval by the  
34 County is required prior to any actual expenditure. The Director may also seek  
35 authorization from the Board, and subsequently the County, for budgetary transfers or  
36 budget adjustments as necessary.  
37

### 38 **Section 7. Personnel** 39

#### 40 A. Director 41

42 The Director is authorized to act on the behalf of the Board and the County in all  
43 matters of personnel administration, given the positions and funding authorized by the  
44 County in the annual System budget. This includes, but is not limited to, hiring,  
45 supervisory direction, performance evaluations, disciplinary actions and terminations.  
46



1 The County shall establish employment conditions and regulations, including  
2 policies and procedures. Insofar as the staff will be County employees, the Personnel  
3 Handbook shall be consistent with County employment policies.  
4

5 System personnel shall be subject to grievance or other personnel procedures  
6 applicable to County employees.  
7

8  
9 B. Supervisory and Operations Positions  
10

11 The County shall employ supervisory and operations staff as approved in each  
12 System budget. All such persons shall be employees of the County. All positions must  
13 be recommended by the Board as part of the System budget process, and provided for  
14 in the annual System budget adopted by the County. The County may utilize the  
15 services of the personnel director of any of the Parties to create any needed class  
16 specifications, job descriptions, or address other personnel matters.  
17

18 C. Salaries and Benefits  
19

20 The Board shall recommend, and the County shall determine, the salaries of the  
21 System staff as part of the budget process. Employee benefits shall be determined in  
22 accordance with the County's employee benefit plan for persons making such salaries.  
23

24 **Section 8. Capital Assets and Acquisitions**  
25

26 Except as provided below, this agreement shall not be construed to require sharing  
27 of any capital costs whatsoever. The Parties intend:  
28

29 1. \_\_\_\_\_ ~~1. to~~ share the costs of operating and maintaining  
30 the System, but  
31

32 2. \_\_\_\_\_ The County shall be responsible for system capital costs, save and  
33 ~~\_\_\_\_\_~~ except capital ~~system~~ System improvements initiated by any other  
34 party.  
35

36 The County shall acquire and be the owner of the initial System, provided, the City  
37 of Temple shall acquire and own the initial Intergraph Public Safety Contract and related  
38 assets (with such assets and contract to be dedicated exclusively to the System, and to  
39 be a part of the System throughout the term of this agreement). Thereafter capital assets  
40 shall be acquired in the name of, and at the expense of the Cities or the County, as each  
41 such purchasing Party shall determine from time to time. No new capital assets will be  
42 acquired which would not be compatible with the System at the time of acquisition.  
43

44 The County will determine what communications equipment is necessary to  
45 operate and maintain the System. and be responsible for any equipment expense with  
46 a dollar threshold of more than \$100,000 or that is part of the communication center  
47 building or backbone.  
48



1 Each Party shall have the right to add components (the "Separate Components")  
2 to be used by such Party along with the System, but such Separate Components (a) shall  
3 not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree,  
4 and (b) must be compatible with the remainder of the System.  
5

6 All System Components must be approved by the System Director to confirm  
7 compatibility with the System prior to ~~connection to~~ the system purchase of the same.  
8  
9

## 10 **Section 9. Term of Agreement**

11  
12 This agreement shall be effective from the date of execution and shall extend to  
13 September 30, 20072025. This agreement shall continue in full force and effect  
14 thereafter, provided any Party may withdraw on two years notice as provided in Section  
15 10 B, or a Party may be terminated as provided in Section 10 A.  
16

17 Withdrawal or termination of any Party shall not have the effect of terminating this  
18 agreement as to the remaining Parties. Should a Party withdraw or be terminated, the  
19 Assessment percentages of the remaining Parties shall be adjusted to take into account  
20 such withdrawal or termination.  
21

## 22 **Section 10. Termination or Withdrawal**

### 23 24 A. Termination

25  
26 Each Party shall remain a Party to this agreement and share in the costs of  
27 operation and maintenance of the System until the end of the Term applicable to such  
28 Party (being the latter of (a) September 30, 20072025, or (b) the period which is two years  
29 after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on  
30 payment of any Assessment, or otherwise breaches this agreement, such Party shall be  
31 subject to termination as a Party to this agreement upon the vote of a majority in interest  
32 (determined in the same percentage as set forth in ~~Sections 6.B.2~~Section 3.F.7) of the  
33 other Parties. The breaching Party shall not be entitled to vote on its own termination,  
34 or be counted in determining a majority in interest. The terminated Party shall remain  
35 liable for any defaulted payment and late charges for the period ending on the last day of  
36 the fiscal year after the fiscal year in which the breach occurred. Such subsequent  
37 Assessments will be determined as if the terminated Party were still a Party to the  
38 agreement at the same Assessment rate in effect at the date of termination. The  
39 Assessment will be due and payable at the same time Assessments are due from the  
40 remaining Parties for the fiscal years in question.  
41

42 The remaining Parties shall attempt to mitigate the damages caused by termination  
43 by either obtaining other "Parties" hereto, or by reducing System expenses, but until any  
44 mitigation actually occurs the terminated Party shall remain liable for its assessment in  
45 full for the remainder of the ~~term~~Term. The type of activities to be taken in mitigation  
46 shall be determined in the sole discretion of the remaining Parties.  
47

48 All Parties agree that the System is configured, and System expenditures are  
49 committed, on the understanding that all Parties will remain "Parties" at least until the end



1 of the Term, and that the payments to be made hereunder represent reasonable  
2 liquidated damages and not a penalty.

### 3 4 B. Withdrawal

5  
6 A Party may give notice of withdrawal as a Party to this agreement without penalty  
7 provided such withdrawal shall not be effective prior to September 30, ~~2007~~2025, and  
8 withdrawal shall be effective only upon two (2) year's written notice to the other Parties.  
9 Such withdrawing Party shall perform all obligations under this agreement until the  
10 effective date of withdrawal.

### 11 12 C. Legal Redress

13  
14 The County shall have the right to seek legal redress, if necessary, to obtain  
15 payment on amounts due, or otherwise to enforce the terms of this agreement.

### 16 17 D. Use of System and System Assets

18  
19 Upon termination or withdrawal:

20  
21                    1. Any withdrawing or terminated Party shall no longer  
22 receive services from the System after the effective date of  
23 termination or withdrawal. The "effective date of termination" shall  
24 be the end of the applicable period in Section 10A(i) or (ii). The  
25 effective date of withdrawal is defined in Section 10B.

26  
27                    2. The withdrawing or terminating Party shall leave as  
28 part of the System (i) those assets owned by it, (ii) previously used  
29 as part of the System, and (iii) which the remaining Parties desire to  
30 use as part of the System. If the remaining Parties desire to use  
31 any such assets, they shall purchase the same at the then current  
32 book value from the withdrawing or terminating party. If such a  
33 purchase occurs, an offset may be taken of (i) any amount owed by  
34 the withdrawing or terminating Party hereunder against (ii) the  
35 amount paid for such assets, said offset to be taken at the time of the  
36 purchase.

### 37 38 E. Review of Agreement

39  
40 A review of this agreement will occur annually during ~~the~~each annual budget  
41 process, ~~beginning with the FY 2006 budget.~~

## 42 43 **Section 11. Dissolution**

44  
45 This Agreement may be terminated in its entirety only on or after  
46 October 1, 2007, and then only with the unanimous consent of the  
47 Parties. Dissolution shall only be effective upon the last day of the fiscal year, but shall  
48 in no event be effective until the requirements of Section 12 are met. Any individual  
49 Party may withdraw as provided in Section 10 B.



1  
2 **Section 12. Disposition of Assets**  
3

4 A. Process of Winding Up  
5

6 This agreement may not be terminated or disposition of assets made to the Parties  
7 to the agreement until the County reasonably exhausts all means of collecting any monies  
8 due hereunder, and identifies and satisfies all obligations and liabilities related to the  
9 System. A final accounting shall be prepared by the Auditor, and be submitted to the  
10 County and the Board and be approved by both the County and the Board, before any  
11 final disposition of assets may be made and termination of the agreement consummated.  
12

13 B. Asset Distribution  
14

15 Upon termination the Parties shall retain title to those assets purchased in their  
16 individual names. As to any capital assets purchased in common ~~(as provided in~~  
17 ~~Section 8)~~, and as to any monies held in System accounts, such capital assets and  
18 monies shall be distributed according to the relative assessments paid by the Parties  
19 during the five years immediately preceding termination.  
20

21 **Section 13. Amendment to Agreement**  
22

23 The agreement may be amended only by a unanimous vote of the Parties hereto  
24 as of the date of the Amendment. Any proposed amendment shall be formally directed  
25 to the Board. The Board shall then review the proposed amendment and forward the  
26 proposed amendment with its own recommendation to the governing body of each Party  
27 to the agreement. A proposed amendment must be approved by the governing body of  
28 each Party to be effective. The Secretary shall notify each Party of the resultant action.  
29

30 **Section 14. Additional Parties to Agreement**  
31

32 Entities which are not Parties in this agreement, may become Parties hereto only  
33 by amendment to this agreement as defined in Section 13 and subject to the following  
34 terms and conditions:  
35

36 A. Buy-in  
37

38 A new Party's assessment shall be determined by formula approved by the Board.  
39 Any Parties incurring capital costs for the System (anticipated to be solely the County)  
40 shall determine the capital portion of any buy-in fee for long term fixed assets used in the  
41 System (capital expenditures) and associated debt attributed to the System at the time of  
42 the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties  
43 which previously incurred capital costs for assets used as part of the System, in proportion  
44 to the costs paid by such Parties.  
45

46 The Board may determine as an additional component of any buy-in fee a charge  
47 to be made for the new Party's assuming the use of the operating System.  
48



1 B. Effective Date  
2

3 The effective date of the amendment to this agreement and inclusion as an  
4 additional Party shall only occur on the first day of any fiscal year. Such public agencies  
5 that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto  
6 and may appoint one RBO Board member for each new Party and a representative to the  
7 RBO Board as defined in this agreement.  
8

9 **Section 15. Street Use License**  
10

11 Each City hereby grants to the County a non-exclusive license to use the public  
12 roads, streets, alleys, and rights-of-way of such City where the System is to be located.  
13 This license shall be granted within each City so long as any Party is making use of the  
14 System, notwithstanding the City granting such license may no longer be a party to this  
15 agreement. This license is subject to any applicable City Charter limitations as to each  
16 City. Each City reserves the right to oversee construction and maintenance of the  
17 System within its City limits with regard to safety concerns or code requirements of such  
18 City. Each City shall determine, in cooperation with the County, the location of the  
19 System within such City. Such license is granted to allow, and limited to, all Parties to  
20 this Agreement having authority to carry out the intents and purposes of this Agreement,  
21 including but not limited to the right to install, remove, operate, maintain, modify, move  
22 (but only with the consent of the City) or otherwise use the System. In consideration of  
23 the public benefit to be derived by each City from the provision of the System, each City  
24 agrees not to assess or impose any fee for any use of the System in furtherance of the  
25 Agreement and in conformance with this limited license.  
26

27 This license is not a franchise, nor is it intended to give any third parties (whether  
28 profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the  
29 System for any purpose other than contemplated herein by the parties. Each City  
30 reserves the right to require a franchise agreement from any user of the System not a  
31 party to this Agreement.  
32

33 **Section 16. Severability; Compliance with Applicable Law**  
34

35 Should any part, term, portion or provision of this agreement, or the application  
36 thereof to any person or circumstances, be in conflict with any State or Federal law, or  
37 otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,  
38 terms, portions or provisions, or the application thereof to other persons or circumstances,  
39 shall be deemed severable and shall not be affected thereby. The Parties further intend  
40 for this Agreement to be modified to comply with any applicable state or federal law  
41 (should it be determined not to be in compliance), and to remain binding between them  
42 as so modified. In particular, but without limiting the generality of the foregoing, the  
43 Parties intend for this Agreement to remain binding against each of them notwithstanding  
44 any legal requirement that would alter the term hereof, or change the way in which any  
45 party is required to pay its share of assessments; (i.e., the Parties will remain bound  
46 hereunder, subject to such modified terms).  
47

48 In carrying out its obligations hereunder, the County shall follow those laws  
49 applicable to Texas counties.



1  
2 **Section 17. ~~Tax Exempt Bonds~~**

3  
4 ~~\_\_\_\_\_ The Parties acknowledge that the initial System is being financed with tax exempt~~  
5 ~~obligations of the County and the City of Temple, and no use shall be made of any System~~  
6 ~~assets which would cause such obligations to be "private activity bonds", "arbitrage~~  
7 ~~bonds", or otherwise result in the interest on such obligations being includable in the gross~~  
8 ~~income of the holders thereof for purposes of federal income tax.~~

9  
10 **Section 18. Force Majeure.**

11  
12 (a) If for any reason of "force majeure" any of the Parties hereto shall be  
13 rendered unable, wholly or in part, to carry out its obligations under this agreement, other  
14 than the obligation of the Parties to make the payments required under the terms of this  
15 agreement, then if such party shall give notice and the full particulars of such reasons in  
16 writing to the other Parties within a reasonable time after the occurrence of the event or  
17 cause relied on, the obligation of the Party giving such notice, so far as it is affected by  
18 such "force majeure", shall be suspended during the continuance of the inability then  
19 claimed, but for no longer period, and such Party shall endeavor to remove or overcome  
20 such inability with all reasonable dispatch. The term "force majeure" as employed herein  
21 shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the  
22 public enemy, orders or actions of any kind of the Government of the United States or of  
23 the State of Texas or any civil or military authority, insurrections, riots, epidemics,  
24 landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,  
25 arrests, restraints of government and people, civil disturbances, explosions, breakage or  
26 accident to dams, machinery, pipelines, or canals or other structures or machinery, on  
27 account of any other cause not reasonably within the control of the Party claiming such  
28 inability. It is understood and agreed that the settlement of strikes and lockouts shall be  
29 entirely within the discretion of the Party having the difficulty, and that the above  
30 requirement that any "force majeure" shall be remedied with all reasonable dispatch shall  
31 not require the settlement of strikes and lockouts by receding to the demand of the  
32 opposing parties when such settlement is unfavorable to it in the judgment of the Party  
33 having the difficulty.

34  
35 (b) No damage shall be recoverable from the County or the Cities by reason of  
36 the causes above mentioned.

37  
38 \_\_\_\_\_



1 IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be  
2 executed and attested by their proper officers hereunto duly authorized, and their official  
3 seals to be hereto affixed, as of the day and year first above written.  
4

5  
6 ~~The~~ City of Belton, Texas

7  
8  
9 BY: \_\_\_\_\_  
10

11  
12  
13 ~~The~~ City of Harker Heights, Texas

14  
15  
16 BY: \_\_\_\_\_  
17

18  
19  
20 ~~The~~ City of Killeen, Texas

21  
22  
23 BY: \_\_\_\_\_  
24

25  
26  
27 ~~The~~ City of Temple, Texas

28  
29  
30 BY: \_\_\_\_\_  
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34 Bell County, Texas

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37 BY: \_\_\_\_\_  
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**Exhibit "A"**

The System shall be comprised of the following:

- (1) Communications Center building located at 708 West Avenue O, Belton, Texas (referred to in Section 5 of the Agreement).
- (2) Fiber Optic Backbone.
- (3) 800 MHZ radio system.
- (4) Computer ~~aided dispatch~~Aided Dispatch equipment ~~and software.~~

DRAFT



Exhibit "B"

(1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, ~~2002~~2020 shall be used to establish assessments for the ~~2003-~~2004~~2021-2022~~ fiscal year.

(2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.

(3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

~~(4) — The Assessments shown below for 2002-2003 are the actual assessments for that fiscal year. All other "Use %" figures are examples, except for the "Bell County Base".~~

Estimated assessment percentages and County Base Assessments for fiscal years ~~2002-~~2003 through ~~2006-2007~~2020-2021 are as follows:

*\*actual events, subject to annual review*

	<u>2002- 2003</u>	<u>Law En- forcement Count</u>	<u>2019 Calen- dar Year</u>	<u>As- sess men t *Us eBa sed on Us- age %</u>	<u>Us- age x 50%</u>	<u>Pro- posed Use x2020- 2021 Budget</u>
Belton	9.28	281405.98	196592			183625.00
Harker H	12.67	384204.07	207317			189613.00

		979	6678		
		159.	49.00		
		381	1,520.		
	32.2	6.45	395.4		
Killeen	991	5	3		
		896	7478		
		375.	65.00		
	29.5	081	1,078.		
	623.	1.67	736.9		
Temple	35	5	6		
Bell Co-	16.2	491247.50	942769	920132.00	
Bell Co-	-		270000	0.00	
	100	3032392.00	303239	2622661.00	

2003-

ENTITY	*Use	Use x 65%	New	2002 Amt
Belton	9.28	6.03	182914	196595.00
		249	2073	
Harker		732.	17.00	
Height	8.24	894.	391,3	
s	47	235	02.01	
Killeen	32.29	20.99	636454	667849.00
Temple	29.56	19.21	582644	747865.00
Bell Co-	16.2	10.53	319311	1212769.00
Bell Co-	-	35.00	106133	0.00
	100	100.00	303239	3032395.00

2004-

ENTITY	*Use	Use x 60%	New	2003 Amt	
			1688		
	9.2	5.57	43.75		
	87.1	3.55	328,4		
Belton	1	5	71.94		
Harker-H	12.67		7.60	230522	249732.89
Killeen	32.29		19.37	587496	636454.22
Temple	29.56		17.74	537825	582644.38
			2947		
			48.79		
Bell Co		9.72	1,300.		
UseCou	28.1	14.0	952.1		
nty	6.2	80	6		
Bell Co-	-		40.00	121295	1061338.00
	100		100.00	303239	3032394.75

2005-

ENTITY	*Use	Use x 55%	New	2004 Amt
Belton	9.28	5.10	154773	168843.75
Harker-H	12.67	6.97	211312	230522.67
Killeen	32.29	17.76	538538	587496.21



Temple	29.56	16.26	493006	537825.58
Bell Co-	16.2	8.91	270186	294748.79
Bell Co-	-	45.00	136457	1212958.00
	100	100.00	303239	3032395.00

2006-

ENTITY	*Use	Use x 50%	New	2005 Amt
Belton	9.28	4.64	140703	154773.44
Harker H	12.67	6.34	192102	211312.45
Killeen	32.29	16.15	489580	538538.19
Temple	29.56	14.78	448187	493006.78
Bell Co-	16.2	8.10	245624	270186.39

		1516	
		197	
Bell Co	50.0	<u>4,619.</u>	
BaseCo	000	<u>858.5</u>	
unt	0	<u>0</u>	
		3032	
		395	
	100.	<u>9,239.</u>	
	100.	<u>000</u>	<u>717.0</u>
Total	00	<u>00</u>	<u>0</u>



## CITY COUNCIL MEMORANDUM

### AGENDA ITEM #IX-5

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 8, 2021

**DISCUSS AND CONSIDER APPROVING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS, CREATING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AND SETTING FORTH THE RULES FOR AND THE DUTIES THEREOF, ALL IN COMPLIANCE WITH THE IMPACT FEE STATUTES FOUND IN CHAPTER 395 OF THE LOCAL GOVERNMENT CODE AND TAKE THE APPROPRIATE ACTION.**

**EXPLANATION:**

On June 1, 2021, the City Council had a workshop discussion on the requirement to appoint a Capital Improvements Advisory Committee (CIAC) to serve in an advisory capacity to the City Council throughout the impact fee update process. The CIAC will advise the City Council on the land use assumptions, capital improvement plans, and impact fee rates.

**RECOMMENDATIONS:**

Staff recommends the City Council appoint the Harker Heights Planning and Zoning Commission where at least one member who is a representative of the real estate, development, or building industries, and one additional member from the Harker Heights extraterritorial jurisdiction to comprise the CIAC.

**ACTION BY COUNCIL:**

1. Motion to APPROVE/DISAPPROVE a Resolution creating the Capital Improvements Advisory Committee and setting forth the rules for and the duties thereof, all in compliance with the impact fee statutes found in Chapter 395 of the Local Government Code.
2. Any other action desired.

**ATTACHMENTS:**

1. Resolution



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HARKER HEIGHTS, TEXAS, CREATING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AND SETTING FORTH THE RULES FOR AND THE DUTIES THEREOF, ALL IN COMPLIANCE WITH THE IMPACT FEE STATUTES FOUND IN CHAPTER 395 OF THE LOCAL GOVERNMENT CODE.**

**WHEREAS**, Chapter 395 of The Local Government Code (“Chapter 395”) authorizes political subdivisions to finance capital improvements associated with new development in municipalities; and

**WHEREAS**, these statutes prescribe a process that incorporates the required methodology, the procedures for public hearings, and the reporting components related to impact fees; and

**WHEREAS**, this legislation requires that a Capital Improvements Advisory Committee (“Advisory Committee”) be appointed by the governing body to advise the City Council on certain matters related to the procedures promulgated by Chapter 395; and

**WHEREAS**, the legislation further requires that the City Council adopt procedural rules for the Advisory Committee to follow in carrying out its duties; and

**WHEREAS**, the meeting at which this resolution was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Harker Heights, Texas, that the following appointments, assignments, and procedures be adopted in conjunction with the requirements of Chapter 395:

**Section 1.        Establishment of Advisory Committee.**

There is hereby established an advisory committee to the City Council named the “Capital Improvements Advisory Committee”.

**Section II.       Membership, Compliance and Appointment.**

2.1        The Capital Improvements Advisory Committee shall be composed of the Harker Heights Planning and Zoning Commission where at least one member who is a representative of the real estate, development, or building industries, and one additional member from the Harker Heights extraterritorial jurisdiction. The additional member to be named by the City Council.

2.2        The Chairperson of the Harker Heights Planning & Zoning Commission shall serve as the Chairperson of the Advisory Committee.

2.3        The City Council reserves the right to appoint additional members to the Advisory Committee if required to replace a member due to a resignation or for any other purpose needed to fulfill the composition requirements of Chapter 395.

**Section III. Functions and Duties.**

- 3.1 The Advisory Committee shall serve in an advisory capacity.
- 3.2 The Advisory Committee is established:
  - 3.21 To advise and assist the City in adopting land use assumptions;
  - 3.22 To review the capital improvements plan and file written comments;
  - 3.23 To monitor and evaluate implementation of the capital improvements plan;
  - 3.24 To file semi-annual reports with respect to progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fee; and
  - 3.25 To advise the City Council of the need to update or revise the land use assumptions, capital improvements plan or impact fees.

**Section IV. Conduct of the Advisory Committee.**

- 4.1 The Advisory Committee shall conduct Committee business only when a quorum is present. In this case a quorum shall be defined as not less than one-half of the Committee’s membership.
- 4.2 The Advisory Committee’s activities, scheduling, and conduct should be as commonly prescribed in Robert’s Rules of Order.
- 4.3 The Advisory Committee shall meet at sufficient intervals to accomplish the functions enumerated in Section III.
- 4.4 The Advisory Committee shall provide Committee Reports to the City Council that include comments and recommendations regarding Land Use Assumptions, Capital Improvements Plans, and Impact Fees.

**PASSED AND APPROVED** on June 8, 2021, by the Harker Heights City Council.

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Spencer H. Smith, Mayor  
City of Harker Heights

ATTEST:

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Julie Helsham, City Secretary  
City of Harker Heights