



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Lynn McIlhaney  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Lawrence Stewart  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Tuesday, December 16, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

**Consent Agenda**

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

a. Presentation, possible action, and discussion on minutes for December 11, 2008.

b. Presentation, possible action, and discussion approving testing and inspecting contract #09-030 with CME Testing & Engineering, Inc. in the amount of \$60,000.00 for the Twin Oaks Phase I Construction Project.

c. Presentation, possible action, and discussion on a Professional Services Contract with Weston Solutions, Inc., in the amount of \$357,533.00, for the design of the South Knoll/The Glade Rehabilitation Project.

d. Presentation, possible action, and discussion regarding award of two annual purchasing agreements for polymer (dewatering chemical): Fort Bend Services, Inc. not to exceed \$39,200; and Atlantic Coast Polymer, Inc. not to exceed \$172,560.

e. Presentation, possible action, and discussion to approve a real estate contract for a 321.48 acre tract from Hanson Aggregates, Inc. in the amount of \$1,044,810 for the Groundwater Wells 8, 9, and 10 project, and approval of a resolution declaring intention to reimburse with proceeds from debt.

f. Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Well #7 Collection Line construction project.

g. Presentation, possible action, and discussion regarding action to ratify a change order for Construction Contract 08-116 with Acklam Construction for the construction of the Memorial Cemetery and the Aggie Field of Honor Project GG-9905 in the amount of \$69,259.47.

h. Presentation, possible action, and discussion on the transportation funding options resolution recommended by the Council Transportation Committee.

### **Regular Agenda**

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4 "Business Regulations", of the Code of Ordinances of the City of College Station, requiring rental registration of single family and duplex dwelling units.

- 2.. Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 7 "Health & Sanitation", of the Code of Ordinances of the City of College Station, Texas implementing party host responsibilities in residential areas.
3. Public hearing, presentation, possible action, and discussion regarding an ordinance to delete Chapter 9 of the City of College Station Code of Ordinances, Subdivisions, and an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO), to incorporate Chapter 9 into Chapter 12 and make procedural changes and other revisions.
4. Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 3 "Building Regulations", of the Code of Ordinances of the City of College Station, Texas regulating the design, installation, and operation of landscape irrigation systems.
5. Public hearing, presentation, possible action and discussion on a Comprehensive Land Use Plan amendment from Single Family Residential Medium-Density to Retail Neighborhood for 2.419 acres located at the southwest corner of State Highway 40 and Barron Road.
6. Presentation, possible action, and discussion of appointment to Zoning Board of Adjustments and Planning and Zoning Commission.
7. Presentation, possible action, and discussion of the 2009 Council Meeting Calendar.
8. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

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City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Tuesday, December 16, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 13th day of December, 2008 at 2:00 p.m.



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City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the

general public at all times. Said Notice and Agenda were posted on December 13, 2008 at 2:00 pm and remained so posted continuously for at least 72 hours preceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public – Brazos County, Texas      My commission expires: \_\_\_\_\_

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.

**December 16, 2008**  
**Consent Agenda Item 2B**  
**BVSWMA CME Twin Oaks Phase I Testing and Inspecting Contract**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion approving testing and inspecting contract #09-030 with CME Testing & Engineering, Inc. in the amount of \$60,000.00 for the Twin Oaks Phase I Construction Project.

**Recommendation(s):** Staff recommends approval of the testing and inspecting contract with CME Testing & Engineering, Inc. based on their knowledge and previous experience at the Twin Oaks Landfill site.

**Summary:** This resolution approving a testing and inspecting contract with CME Testing & Engineering, Inc. will provide Construction Quality Assurance (CQA) Testing Services during the Phase I Twin Oaks construction project. CME Testing & Engineering, Inc. will ensure that construction materials and procedures are provided in compliance with project plans and specifications. The Twin Oaks Landfill construction project will include the development of the initial landfill disposal cell, evaporation pond, scale house, landfill maintenance building, roadways, Alum Creek Bridge, and all associated infrastructure features necessary to open the Type I landfill for the acceptance of municipal solid waste. Additional site development features will include aerated septic systems for domestic wastewater treatment and disposal, domestic water distribution system, communications, security, fencing, interior roadways, and drainage appurtenances.

**Budget & Financial Summary:** Funding for this contract to CME Testing & Engineering, Inc. is available in the BVSWMA Capital Improvements Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. **As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.**

**Attachments:**

1. Contract

**Cities of College Station and Bryan, Texas**

**SHORT FORM PROFESSIONAL SERVICES CONTRACT**  
(Construction Quality Assurance Testing – Twin Oaks Landfill)

This Contract dated \_\_\_\_\_, is between the **City of College Station**, a Texas Municipal Home-Rule Corporation and the **City of Bryan**, a Texas home-rule municipal corporation (the “Cities”) and **CME Testing & Engineering, Inc.**, a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the Cities with certain professional services as described herein and the Cities agree to pay for those services.

**ARTICLE I**  
**Scope of Services**

1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the Cities with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Construction Quality Assurance Testing at the Twin Oaks Landfill (the “Project”).

**ARTICLE II**  
**Payment**

2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract, the Cities shall pay the Contractor according to the terms set forth in **Exhibit “B.”** Except in the event of a duly authorized change order, approved by the Cities as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Sixty Thousand and no/100 Dollars (\$60,000.00)**.

**ARTICLE III**  
**Time of Performance**

3.01 The Contractor shall complete work on all the professional services by the dates set forth below in Exhibit “A”, Scope of Services.

3.02 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

**ARTICLE IV**  
**Testing & Inspection**

Contract No. 09-030

12/8/08

4.01 The Contractor shall perform all standardized tests in the manner and method as specified in the Scope of Services and in coordination with the Cities' Project Manager and the Cities' Project Inspectors.

4.02 When directed by Cities' Staff, the Contractor shall conduct such investigations, inspections and observations as are required to insure that, in the Contractor's best judgment, the work is in accordance with the Project requirements.

4.03 The Contractor shall report all test results and observation findings to the Cities in a timely manner and not more than three (3) working days.

4.04 The Contractor and his designees shall be made available to conduct such tests and observations as are required on four (4) hours verbal notice. In all cases, every attempt will be made by the Cities to allow at least twenty-four (24) hours of notice of the need for services.

4.05 As an experienced and qualified design professional, the Contractor shall make visits to the site to inspect the progress and quality of the specified work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents.

4.06 The Contractor shall keep the Cities informed of the progress and quality of the work. The Contractor shall exercise the utmost care and diligence in discovering and promptly reporting to the Cities any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

4.07 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by any construction contractors or subcontractors

## **ARTICLE V Change Orders & Documents & Materials**

5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Cities. The Contractor shall not execute change orders on behalf of the Cities or otherwise alter the financial scope of the Project.

5.02 Written change orders may be approved by both of the Cities' Managers provided that the change order does not increase the amount set forth in paragraph two of this Contract by more than **\$25,000.00**. Changes in excess of this amount must be approved by the governing bodies of both Cities prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the Cities prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

5.03 The Contractor shall furnish to each of the Cities (2) sets of testing and/or observation reports and/or two (2) sets of plans and specifications. It is hereby agreed that additional copies of any of the foregoing shall be provided to the Cities at the Cities' expense. It is agreed that the foregoing documentation and the Contractor's other work product information in the Contractor's possession concerning the Project shall be the property of the Cities of College Station and Bryan from the time of preparation.

## **ARTICLE VI**

### **Warranty, Indemnification, & Release**

6.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the performance of services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval by the Cities shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their tests, observations and reports, nor shall the Cities approval be deemed to be the assumption of responsibility by the Cities for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.

6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the Cities. The Cities' approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the Cities' rights hereunder.

6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the Cities. The Contractor and its employees are not the agents, servants, or employees of the Cities. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the Cities, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the Cities shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the Cities shall

not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

**6.05 Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the Cities, their officers, employees, and agents (separately and collectively referred to in this paragraph as “Indemnatee”), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, any work or operations performed by Contractor or by any such subcontractors of any tier, under this Contract. This indemnity shall apply even though such damage, loss, injury, sickness, or death is caused in whole or in part by any defect in or condition of any area, facilities, equipment, tools, or other items that may be provided by Indemnatee, whether or not such defect or condition was known to Indemnatee. This indemnity shall apply regardless of whether or not any such damage, loss, injury, sickness, or death is contributed to by the negligence or fault of Indemnatee. However, in the event of such contributory negligence or other fault of Indemnatee, then Indemnatee shall not be indemnified hereunder in the proportion that the Indemnatee’s negligence or other fault caused any such damage, loss, injury, sickness, or death. Both the Cities and the Contractor expressly intend that the indemnity provided hereunder is indemnity by the Contractor to indemnify and protect the Cities from the consequences of Indemnatee’s own negligence while the Cities is participating in the Project, except that the Contractor will indemnify Indemnatee only for that pro rata portion (based on the percent of negligence) of any such damage, loss, injury, sickness, or death that was not caused by the negligence of Indemnatee. Furthermore, the indemnity provided for in this paragraph shall have no application to any damages, loss, injury, sickness, or death resulting from the sole negligence of Indemnatee, unmixed with the fault of any other person or entity.

**6.06 Release.** The Contractor releases, relinquishes, and discharges the Cities, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the Cities and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the Cities, any other party released hereunder, the Contractor, or any third party.

## ARTICLE VII Insurance

Contract No. 09-030

12/8/08

7.01 The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract per Exhibit C.

**ARTICLE VIII**  
**Miscellaneous Terms**

8.01 At any time, the Cities may terminate the Project for convenience. At such time, the Cities shall notify the Contractor, who shall cease work immediately. The Contractor shall be compensated for the services performed.

8.02 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

8.03 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of College Station  
Attn: Pete Caler, BVSWMA Executive Director  
P.O. Box 9960  
College Station, Texas 77842  
(979)764-3878

and

City of Bryan, Texas  
Attn: Linda Huff, Public Works Director  
P.O. Box 1000,  
Bryan Texas 77805

The Contractor:  
CME Testing & Engineering, Inc.  
Attn: M. Frederick Conlin, P.E.  
1806 Welsh, Suite C  
College Station, Texas 77840  
(979)764-8700

8.04 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.05 This Contract represents the entire and integrated agreement between the Cities and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or

Contract No. 09-030

12/8/08

oral. This Contract may only be amended by written instrument approved and executed by the parties.

8.06 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the Cities.

8.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the Cities of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

8.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

**[CME Testing & Engineering, Inc]**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary-City of College Station  
Date: \_\_\_\_\_  
APPROVED:

\_\_\_\_\_  
City Manager –City of College Station  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney -City of College Station  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer-City of College  
Station

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

**CITY OF BRYAN, TEXAS**

\_\_\_\_\_  
Mayor of the City of Bryan, Texas

ATTEST:

\_\_\_\_\_  
City Secretary- City of Bryan

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

APPROVED:

\_\_\_\_\_  
City Manager-City of Bryan

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

\_\_\_\_\_  
City Attorney -City of Bryan

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

STATE OF TEXAS            )  
  )  
COUNTY OF BRAZOS        )

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_

Contract No. \_\_\_\_\_ 09-030 \_\_\_\_\_

12/8/08

\_\_\_\_\_ of \_\_\_\_\_, a Texas Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS        )  
                                  )  
COUNTY OF BRAZOS    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, in his capacity as Mayor of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

## **Exhibit A Scope of Services**

CME Testing & Engineering, Inc. (CME) is pleased to submit this proposal to the Cities of Bryan and College Station general construction materials testing services related to the Stage I Construction Project of the proposed Twin Oaks Landfill Facility. The proposed municipal solid waste (MSW) facility will be located on State Highway 30 in Grimes County, Texas. The scope of services for the project has been developed to address materials testing services and will include the following work task:

- *Construction Quality Assurance (CQA) Testing Services* that will be provided during construction to ensure that construction materials and procedures are provided in compliance with project plans and specifications. The type and frequency of testing will be determined and conducted in accordance with the contract documents for the project.

The following sections of this proposal present a brief discussion of each of the tasks that have been identified by CME for the proposed project. Costs associated with this effort have also been developed and are presented for your consideration.

### **1. Background Information**

The subject of this proposal is the construction of general infrastructure and other items associated with the proposed Twin Oaks Landfill facility. Specifically, the Twin Oaks Landfill Stage I construction project will include the development of the initial landfill disposal cell, evaporation pond, scale house, landfill maintenance building, roadways, Alum Creek Bridge, and all associated infrastructure features necessary to open the Type I landfill for the acceptance of MSW. Additional site development features will include aerated septic systems for domestic wastewater treatment and disposal, domestic water distribution system, communications, security, fencing, interior roadways, and drainage appurtenances.

### **2. Scope of Services**

The following scope of services will be conducted in close association with the engineering design firm for the project, HDR Engineering, Inc. (HDR) as well as the Cities of Bryan and College Station.

## **CONSTRUCTION QUALITY ASSURANCE TESTING SERVICES**

CME will provide onsite CQA testing services for the various stages of infrastructure construction. . CME is a materials testing laboratory located in College Station, Texas, and has a wide range of experience in areas of materials engineering evaluation and testing. CME technicians are certified in the areas of soils, concrete, and asphalt testing and apply local knowledge of soil conditions and construction materials to ensure compliance with project specifications.

CME uses various techniques to provide clients with quantifiable results on the durability, strength, and characteristics of materials used to build structural elements. Prior to the initiation of any construction activities, CME will conduct a detailed review of the construction plans to develop a comprehensive understanding of all aspects of the construction materials testing of the project and will then develop a CQA program necessary to assure compliance with the project plans and specifications. A brief discussion of the general components of the proposed construction materials testing aspects of the various types of materials anticipated to be associated with the project is presented in the following subsections.

Contract No. 09-030

12/8/08

## A. Structural Fill, Subgrade, and Backfill Soils

An important aspect of the project will be to ensure suitability of the characteristics of the soils used as construction materials and to monitor placement of these soils beneath structural components of the proposed project, including the following: roadways; ground supported foundations; and equipment areas. This will typically entail an evaluation of the proposed structural fill soils, a determination of the need for moisture adjustment, suggested alterations in construction equipment and procedures to achieve project standards, an evaluation of the need for drainage, undercutting, stabilization or addition of geosynthetics (if warranted), and an overview of earth grading activities.

The CQA services will include fill placement monitoring, density testing, and general geotechnical observations during construction. These services are performed during both excavation and placement activities and serve the purpose of qualifying all load bearing surfaces or areas as being in accordance with the project requirements and/or able to provide the necessary bearing for support of each component of the project. A general discussion of services that will be provided relative to quality assurance of structural fill, subgrade, and backfill soils is presented for review.

- Subgrade Evaluation – Geotechnical observations will be made to ensure that structural components of the project will be constructed on suitable subgrade materials as indicated in the construction documents prior to placement of structural fill. The observations will typically include proof rolling procedures designed to identify weak or undesirable soils that may need to be addressed prior to placement of structural fill soils.
- Fill Source Evaluation/Suitability – Onsite and offsite fill or borrow areas will be evaluated to determine material properties, characteristics, and suitability for its intended use. Laboratory tests will be performed in order to classify the foundation soils in accordance with the Unified Soil Classification System (ASTM D 2487). The Atterberg limit determinations will consist of the Liquid Limit test and the Plastic Limit test and will be performed in general accordance with the procedures outlined in ASTM D 4318. In addition to the selected Atterberg limit tests, grain-size distribution tests will also be performed. The percent of soil particles passing the U.S. Standard sieve size No. 200 (ASTM D 1140) will also be determined for proposed borrow soils.
- Fill Placement Monitoring – Visual monitoring of fill placement lifts will be made to ensure that materials and placement procedures are in accordance with project soil reports and/or specifications. Emphasis will be directed to lift thicknesses particularly in areas near the Alum Creek Bridge where relatively thick fill depths will be necessary to establish final design grades.
- Density Testing – The quality of material placement will be evaluated in the field by use of a nuclear densometer. The field results will be compared to applicable optimum moisture content and in-place density for structural fill soils.
- Pier Installation Documentation – Observations will be made to installation of deep foundation elements for the Alum Creek Bridge, Maintenance Building, and scale house. We anticipate that the observations will include verification of pier founding depth and bearing stratum, cleanliness and alignment of the excavation, and verification of reinforcing steel placed in the excavation prior to concrete placement to verify compliance with the project requirements and/or geotechnical engineering report.

## B. Structural Concrete for Foundations and Roadways

Concrete quality assurance will include an evaluation of concrete batching equipment, trucks, and curing procedures. This will include sampling concrete for air content, slump, temperature, and unit weight; making cylinders for compressive strength tests; evaluating and providing recommendations for special materials (such as grouts and lightweight concretes); and observing concrete placement.

The structural concrete will be evaluated and tested to ascertain that all specified conditions meet the acceptable criteria specified for the project. This is achieved by visual, mechanical, nondestructive, or destructive methods. Tests are performed in accordance with the American Concrete Institute (ACI), American Society for Testing and Materials (ASTM), and American Association of State and Transportation Officials (AASHTO) testing procedures. A general discussion of services that will be provided relative to quality assurance of structural concrete for foundations and roadways is presented for review.

- Batch Plant Evaluation and Quality Control – Prior to placement of any concrete the selected batch plant will be visited to evaluate batching procedures, aggregate storage, plant CQA procedures, and condition of delivery fleet.
- Reinforcing Steel Placement – Placement of reinforcing steel is verified for size, quantity, spacing and clearance in the concrete forms prior to the placement of concrete. A comprehensive evaluation of the forms and subgrade conditions is also performed prior to placement of structural concrete.
- Concrete Placement – Testing services during the placement of concrete and evaluation of the fresh properties of concrete will be conducted to verify conformance to the project plans and specifications. Field testing of concrete will include slump, air content, temperature, yield, unit weight, water-cement ratio, in addition to the casting of concrete cylinders/beams for compressive/flexural strength.
- Compressive Strength Testing – Laboratory testing of concrete specimens is performed to determine the compressive strength of the concrete in accordance with ASTM specifications.
- Pre-Cast Concrete Fabrication – An evaluation of pre-cast facilities may also be conducted to verify that quality control procedures are adhered to and construction methods/techniques are in accordance with project requirements for prestressed elements of the Alum Creek Bridge. These services will be coordinated and scheduled through the general contractor for the project.

## C. Asphaltic Concrete Pavement

The hot-mix asphaltic concrete (HMAC) testing services will be conducted to ensure that the asphalt pavement system is constructed in accordance with the project construction plans. These services will at a minimum include an evaluation of asphalt mix designs, aggregate gradation, asphalt content, bulk specific gravity, stability and flow, and field quality control to monitor temperature, lift thickness, and compaction.

A general discussion of services that will be provided relative to quality assurance of HMAC pavement is presented for review.

Contract No. 09-030

12/8/08

- Asphalt Mix Designs – Asphalt mix designs will be used to establish job mix formulas necessary to provide quality assurance of the asphaltic concrete mix.
- Asphalt Placement – During placement initial emphasis will be given to establishing a rolling pattern to determine compaction procedures necessary to achieve the specified range of air voids in the compacted mix. Tests will also be performed to evaluate in-place densities and lay-down temperature.

Daily reports will be generated for all field and laboratory tests conducted as part of the quality assurance program. All test results are reviewed and approved by the Laboratory Manager, and the appropriate Project Manager.

Contract No. 09-030

12/8/08

**Exhibit B  
Payment Terms**

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at the rates per service or employee shown below. The City will reimburse the Contractor for *actual*, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Contract (\$60,000.00).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

**APPENDIX A**

**FEE SCHEDULE OF LABOR RATES FOR  
PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL**

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

<b><u>Job Category</u></b>	<b><u>Hourly Fee</u></b>
Senior Scientist/Engineer II	85
Senior Scientist/Engineer I	75
Project Scientist/Engineer II	70
Project Scientist/Engineer I	65
Staff Scientist/Engineer II	55
Staff Scientist/Engineer I	45
Project Technician	40
Technical Drafting	40
Staff Technician	40
Production	40
Technical Assistant	35

All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.

Contract No. 09-030

12/8/08

**APPENDIX B**

**OFFICE COST, EXPENSES, RATE SCHEDULE, THIRD PARTY SERVICES,  
AND TRAVEL POLICY**

In addition to any other fee schedules or cost schedules appended to the Contract, the following services are reimbursable at the rate shown:

**I. Reproduction and Photography:**

- |  |     |
|--|-----|
| a. Blueline (per square foot)  | .25 |
| b. Photocopy cost (per page)   | .10 |
| c. Binding—cost  |     |
| d. Outside reproduction work—cost plus 15%   |     |
| e. Special forms, printing, special engineering services, model supplies—cost plus 15% |     |
| f. Photography—cost plus 15%   |     |

**II. Graphics:**

- |                                |       |
|--------------------------------|-------|
| a. Labor plus per plot charge: |       |
| 1. 8 1/2" x 11" print/plot     | 10.00 |
| 2. 11" x 17" print/plot        | 20.00 |
| 3. 24" x 36" print/plot        | 15.00 |
| 4. 36" x 48" print/plot        | 25.00 |
| 5. Duplicate print/plots       | 5.00  |
| b. Document covers (each)      | 3.00  |

**III. Communications, Shipping, and Mileage:**

- |   |  |
|---|--|
| a. Telephone (long distance conference calls)—cost plus 15% |  |
| b. Express charges and shipping charges—cost plus 15%       |  |
| c. Consultant vehicles—0.55 per mile                        |  |

**This rate schedule may be, with thirty (30) days written notice to Client, revised in accordance with any and all changes in Federal/State/Local laws, ordinances, and policies, as well as changes in local labor requirements reflecting the ability of Consultant and its subcontractors, if any, to attract and maintain the necessary work force.**

Contract No. 09-030

12/8/08

**APPENDIX C**

**SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES**

<b><u>Field Operations - Subcontract</u></b>		<b><u>Rate</u></b>
1.00	Mobilization	
1.01	Mobilize men and truck-mounted drilling equipment - per mile	4.60
1.02	Mobilize men and ATV-mounted drilling equipment - per mile	5.75
1.10	Drilling and Sampling	
1.11	Drilling – Truck-Mounted Drill Rig - per ft	10.35
1.12	Drilling – ATV-Mounted Drill Rig- per ft	10.30
1.13	Coring in rock - Soft rock - per ft	21.00
1.14	Coring in rock - Hard rock - per ft	2500
1.20	Conditional Charges	
2.31	Standby and trip time - per hour	125.00
2.32	Expended drilling materials - cost plus 15%	
2.33	Mud, grout, or casing - cost plus 15%	
2.34	Boring location survey - cost plus 15%	
2.35	Rental of access equipment - cost plus 15%	
2.36	Trip charge - cost plus 15%	
 <b><u>Laboratory Soil Tests</u></b>		
2.00	Classification Tests	
2.01	Moisture Content (ASTM D 2216)	5.75
2.02	Liquid and Plastic Limits (ASTM D 4318)	28.00
2.03	Linear Bar Shrinkage (ASTM D 427)	17.00
2.04	Unit Weight	8.00
2.05	Specific Gravity (ASTM D 854)	25.00
2.06	Dry Sieve Analysis (ASTM D 422) - per sieve	17.00
2.07	Wet Sieve Analysis (ASTM D 422) - per sieve	17.00
2.08	Hydrometer Analysis (ASTM D 422)	100.00
2.10	Material Characteristics	
2.11	Permeability, BP saturation EM 1110-2-1906, (ASTM D 5084)	150.00
2.12	Resistivity (Tex-129-E)	20.00
2.13	Wet Ball Mill (Tex-116-E)	100.00
2.14	Lime Series (LMO) (ASTM D 3668), 3 per set	60.00
2.15	Soil/Cement or Fly Ash Series (ASTM D 1632)	300.00
2.16	Pinhole Test (ASTM D 4647)	60.00
2.17	Crumb Test	5.00
2.18	Phenolphthalein Test	10.00
2.19	pH Determination (ASTM D 2976)	10.00

**APPENDIX C (CONTINUED)**

**SUBSURFACE EXPLORATION AND GEOTECHNICAL LABORATORY FEES**

<b><u>Laboratory Soil Tests (Continued)</u></b>		<b><u>Rate</u></b>
2.20	Strength Tests	
2.21	Hand Penetrometer or Torvane	1.00
2.22	Unconfined Compression (ASTM D 2166) (only)	20.00
2.23	Unconfined Compression (ASTM D 2166), with Moisture and Dry Unit Wt.	29.00
2.24	UU-Triaxial (ASTM D 2850) (single stage)	115.00
	with sample preparation (per stage)	20.00
2.25	UU-Triaxial (ASTM D 2850) (multi-stage)	230.00
	with sample preparation (per stage)	20.00
2.26	CU-Triaxial (ASTM D 4767) (w/pore pressure measurements)	275.00
	with sample preparation (per stage)	20.00
2.27	Direct Shear (ASTM D 3080)	125.00
2.28	Texas Triaxial (TEX-117-E), 3 per set	250.00
2.29	California Bearing Ratio (CBR) (ASTM D 1883), 3 per set	600.00
2.30	Volume Change Tests	
2.31	Absorption Pressure-Swell	175.00
2.32	Consolidation (ASTM D 2435)	250.00

## Exhibit C

### Certificate(s) of Insurance

#### Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the Cities, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Cities, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the Risk Managers of the Cities *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the Cities pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the Representatives of the Cities at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the Cities *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given each of the Cities of College Station and Bryan by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the Cities.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The Cities, their officials, employees, and volunteers are to be added as "Additional Insureds" to

the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the Cities, their officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "A+:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The Cities shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "A+:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.**
- (b) The worker's compensation insurance shall include the following terms:
  - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
  - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy and shall waive all rights of subrogation against Cities, their officials, employees, and volunteers.
  - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid

specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the

*governmental entity.*

8. **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with an "A+:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$10,000.00.
- (c) Coverage must have an **Extended Reporting Period Endorsement** to be maintained for two (2) years after the expiration of the term or termination of this Contract.

**December 16, 2008**  
**Consent Agenda Item 2C**  
**Project Numbers: STWOC & WTWOC**  
**South Knoll/The Glade Rehabilitation Project**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract with Weston Solutions, Inc., in the amount of \$357,533.00, for the design of the South Knoll/The Glade Rehabilitation Project.

**Recommendation(s):** Staff recommends approval of the professional services contract.

**Summary:** The South Knoll/The Glade Rehabilitation Project consists of the replacement of water and wastewater lines in the area bounded by Haines, Southwest Parkway, Glade and Langford. Water lines to be replaced were identified by Water Utilities and the Freese & Nichols Southside Water study published in July 2003. The wastewater lines to be replaced were identified by Wastewater Utilities and identified by the CDM Capacity/Infiltration/Inflow Management Project 2002-2003 Sanitary Sewer Evaluations. There are also minor sidewalk repairs along Glade that will be included in the project.

**Budget & Financial Summary:** The total budget for the South Knoll/The Glade Project is \$2,940,400.00. Of this amount \$1,725,000.00 is budgeted from the Water Utilities Fund and \$1,215,400.00 is budgeted from the Wastewater Utilities Fund. That the funding for this Contract shall be as budgeted from the Water Utility Fund in the amount of \$210,810.00 and from the Wastewater Utility Fund in the amount of \$146,723.00. This leaves a balance of \$2,582,867.00 remaining in the project budget.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE SOUTH KNOLL/THE GLADE PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design and engineering for the South Knoll/The Glade Project; and

WHEREAS, the selection of \_Weston Solutions, Inc. is being recommended as the most highly qualified provider of the engineering and design services; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that \_Weston Solutions, Inc.\_ is the most highly qualified provider of the services for the South Knoll/The Glade Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Weston Solutions Inc. for an amount not to exceed \$ 357,533.00 for the engineering and design services related to the South Knoll/The Glade Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Utility Fund in the amount of \$ 210,810.00 and from the Wastewater Utility Fund in the amount of \$146,723.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

ATTEST:

APPROVED:

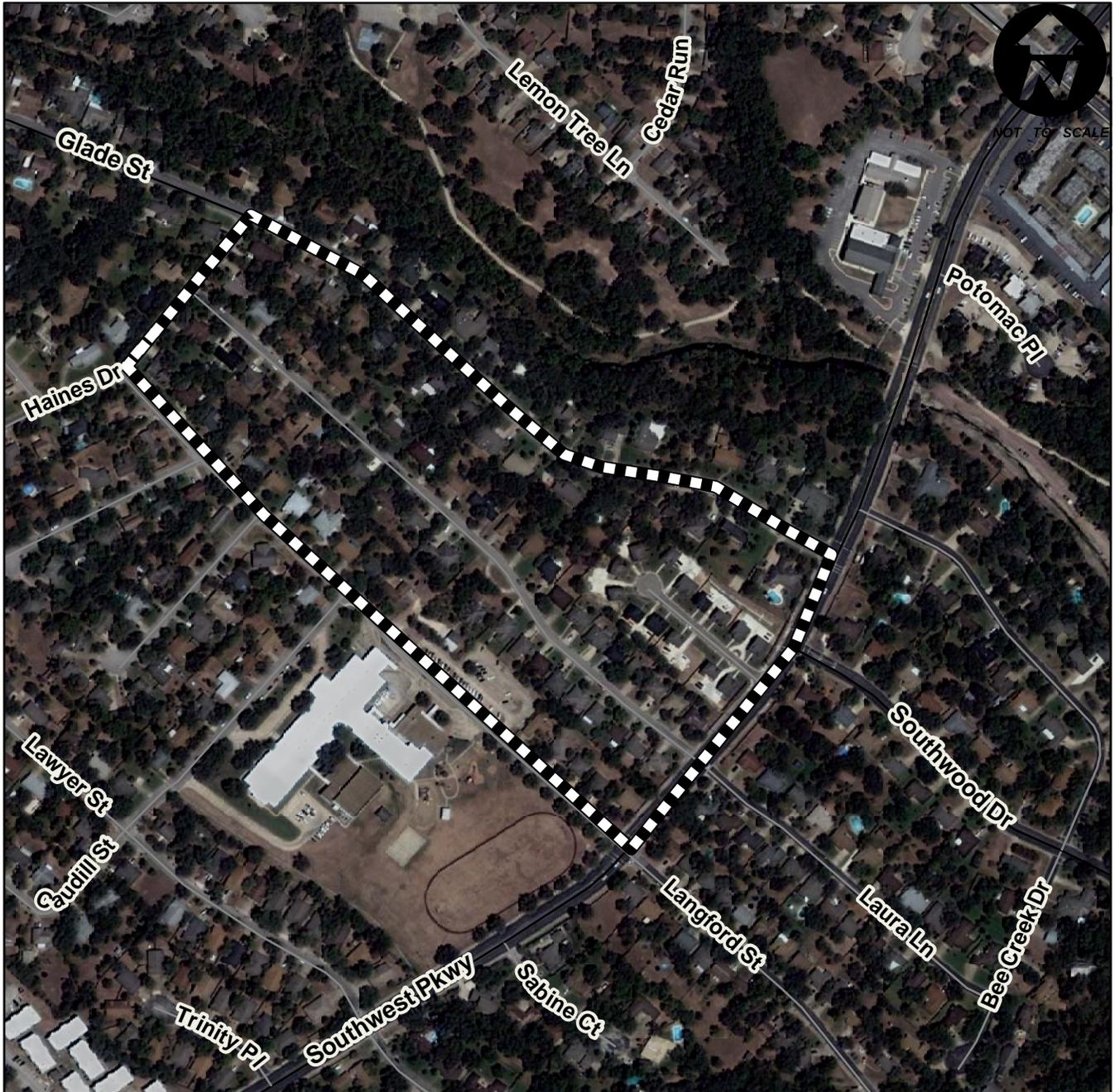
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
City Attorney

# South Knoll/The Glade Rehabilitation Project Location Map



December 16, 2008  
Consent Agenda Item 2D  
Annual Purchase Agreement for Polymer

**To:** Glenn Brown, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding award of two annual purchasing agreements for polymer (dewatering chemical): Fort Bend Services, Inc. not to exceed \$39,200; and Atlantic Coast Polymer, Inc. not to exceed \$172,560.

**Recommendation:** Staff recommends award of these annual purchasing agreements.

**Summary:** Polymer is a chemical that aids in the separation of solids from wastewater. It concentrates the solids in wastewater sludge for efficient treatment, allowing the removal of excess water for treatment and disposal. Three separate processes use polymer for solids removal:

- Ø Carters Creek WWTP thickening process
- Ø Carters Creek WWTP centrifuge process
- Ø Lick Creek WWTP centrifuge process.

Invitation to bid #08-83 received bids from three vendors. Performance trials were conducted with products from all three companies. The products that were most cost effective in these trials result in the following projected annual costs:

- Ø Fort Bend Services' projected annual cost for the Carters Creek WWTP thickening process was \$39,200.
- Ø Atlantic Coast Polymer's projected annual cost for the Carters Creek WWTP centrifuge process was \$137,520.
- Ø Atlantic Coast Polymer's projected annual cost for the Lick Creek WWTP centrifuge process was \$35,040.

Staff requests Council approval to award purchase agreements to these two companies.

**Budget & Financial Summary:** Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

**Attachment:**  
Bid Summary

## 2009 Polymer Bid Summary

### Carter's Creek Centrifuge Projected Annual Polymer Cost

<b>Ø Atlantic Coast Polymer, Inc. ACP-320</b>	<b>\$137,520.00</b>
• Ciba Corporation Zetag 7553	\$161,130.00
• Atlantic Coast Polymer, Inc. ACP-300	\$171,490.00
• Ciba Corporation Zetag 7557	\$175,880.00
• Fort Bend Services, Inc. FBS C9373	\$178,530.00
• Fort Bend Services, Inc. FBS 13081	\$196,130.00
• Fort Bend Services, Inc. FBS 480	\$200,180.00

### Carter's Creek Thickener Projected Annual Polymer Cost

<b>Ø Fort Bend Services, Inc. FBS7802</b>	<b>\$39,200.00</b>
• Ciba Corporation Zetag 8848FS	\$42,440.00
• Ciba Corporation Zetag 8849FS	\$43,510.00
• Fort Bend Services, Inc. C1286	\$48,790.00
• Atlantic Coast Polymer, Inc. ACP-603	\$60,160.00
• Atlantic Coast Polymer, Inc. ACP-916	\$126,750.00

### Lick Creek Centrifuge Projected Annual Polymer Cost

<b>Ø Atlantic Coast Polymer, Inc. ACP-300</b>	<b>\$35,040.00</b>
• Fort Bend Services, Inc. FBS 13081	\$43,390.00
• Ciba Corporation Zetag 7553	\$47,500.00
• Fort Bend Services, Inc. FBS 480	\$56,720.00
• Fort Bend Services, Inc. FBS C9373	\$59,130.00

**Total Projected Annual Polymer Cost** **\$211,760.00**

(Adding the lowest cost option for all three applications)

**December 16, 2008**  
**Consent Agenda Item 2E**  
**Purchase 321 acres from Hanson Aggregates and Debt Resolution**

**To:** Glenn Brown, City Manager

**From:** Dave Coleman, Water Services Director

**Agenda Caption:** Presentation, possible action, and discussion to approve a real estate contract for a 321.48 acre tract from Hanson Aggregates, Inc. in the amount of \$1,044,810 for the Groundwater Wells 8, 9, and 10 project, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation:** Staff recommends approval of this contract and the debt resolution.

**Summary:** On January 11, 2007 City Council approved a Needs Resolution for the purchase of 1,984 acres of land for water wells 8, 9, and 10 in order to meet the City's future water demand. This land purchase is required since the Brazos Valley Groundwater Conservation District rules require owners of all new public water supply wells (producing 3,000 gallons per minute from the Simsboro aquifer) to own 649 acres of land or water rights for each well, with the land being contiguous and reasonably reflecting the cone of depression of each well.

Since then, staff has negotiated a purchase contract with Hanson Aggregates, Inc. for one of the major parcels included in the Needs Resolution. This parcel is 321.48 acres, and is located off Old San Antonio Road, as shown on the attached map. The location of this property is ideal for the City, since it not only provides a portion of the land necessary to drill new water wells, but also provides excellent routes for well field collection pipelines.

A phase one environmental site assessment has been completed on this parcel, which identified some debris on the site, but no significant clean-up actions required.

The purchase price of \$3,250.00 per acre, for a total price of \$1,044,810 is reasonable for properties of this size in this area, and is the same price the City has paid for previous parcels for well sites. Based on the necessity of drilling new wells, the ideal location of this property, and the reasonable cost, staff recommends approval of the purchase contract.

Please note: Signed contract arrived at the last minute, Legal has approved the contract. All completed exhibits are on file in the City Secretary's office.

**Budget & Financial Summary:** \$6,622,614 is currently budgeted in the Water Capital Improvement Projects Fund for the purchase of land for future well sites. Funds in the amount of \$3,571,171.85 have been expended or committed to date, leaving a balance of \$3,051,442.15 for this and future land purchases. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

- Map
- Contract
- Debt Resolution

**REAL ESTATE CONTRACT  
(Fee Purchase)**

This Real Estate Contract ("Contract") is made by and between HANSON AGGREGATES WEST, INC., a Delaware corporation ("Seller"), and the CITY OF COLLEGE STATION, TEXAS, a Texas home rule municipal corporation, situated in Brazos County, Texas ("Buyer"), upon the terms and conditions set forth herein. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

**ARTICLE I  
PURCHASE AND SALE**

1.1 Seller is the sole owner of fee simple title to the following real property (the "Land"):

Approximately 321.48 acres of land, more or less, in Brazos County, Texas, more fully described by metes and bounds in **Exhibit "A"** attached hereto, and being the same property described as Tract One and Tract Two in that Deed from Robert Henry Seale, et ux to Gifford-Hall & Company, Inc. dated October 26, 1978, and recorded in Volume 410, Page 824, Deed Records of Brazos County, Texas,

**LESS, SAVE AND EXCEPT (i) all oil, gas and other minerals in, on and under the Land**, provided, however, that this reservation does not include the right to use the surface of the Property to access, explore for, drill for, excavate, or produce oil, gas or other minerals, or to use any groundwater from the Property in connection with the oil, gas or mineral estates (but subject to the rights under the Existing O&G Lease (defined below), (ii) subject to the Restrictive Covenant as stated in the form of Special Warranty Deed attached hereto as Exhibit B and (iii) further subject to the Permitted Exceptions (defined below).

1.2 For the consideration, and subject to the terms and conditions stated in this Contract, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and pay for fee simple title to the Land, together with all of Seller's right, title and interest, in all rights and appurtenances pertaining thereto, including:

- a. all groundwater now or hereafter located in and under the Land,
- b. all right, title and interest of Seller in and to adjacent roads, streets, alleys or rights-of-way,
- c. all easements appurtenant to the Land;
- d. all development rights related to the Land; and

- e. all improvements located on the Land, including all water wells, if any.
- 1.3 The property interests and rights described in Section 1.1 and 1.2 (a) through (e) are referred to collectively as "Property."
- 1.4 If a new survey is provided under the terms of this Contract, the legal description in Exhibit "A" will automatically be replaced by the legal description provided by the Survey, once it is approved by Seller and Buyer.
- 1.5 This Contract is subject to approval by the City Council of the City of College Station, Texas, as described in Section 20.20.

1.6 NO WARRANTIES. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS SET FORTH IN THIS CONTRACT AND THE WARRANTIES OF SELLER'S DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE ENDANGERED SPECIES ACT ("ESA") AND ANY FEDERAL, STATE, AND/OR LOCAL LAWS AND/OR REGULATIONS DESIGNED TO IMPLEMENT OR RELATED TO THE ESA; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH PROPERTY; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (AS HEREINAFTER DEFINED), ON, UNDER OR ABOUT SUCH PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF SUCH PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPER LIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE,

RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS"). FOR PURPOSES OF THIS AGREEMENT, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, (A) THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES AND/OR HAZARDOUS WASTES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR DESIGNATED UNDER ANY HAZARDOUS SUBSTANCE LAWS; (B) ASBESTOS; (C) UNDERGROUND STORAGE TANKS, WHETHER EMPTY, FILLED OR PARTIALLY FILLED WITH ANY SUBSTANCE; (D) PETROLEUM AND PETROLEUM BASED SUBSTANCES; AND (E) ANY OTHER SUBSTANCE WHICH BY ANY REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY REQUIRES SPECIAL HANDLING OR NOTIFICATION OF ANY GOVERNMENTAL AUTHORITY IN THE COLLECTION, STORAGE, TREATMENT OR DISPOSAL OF SUCH SUBSTANCE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY, AND BUYER IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE AND WILL NOT BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGMENT BY THE BUYER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (EXCEPT FOR THE REPRESENTATIONS IN THIS CONTRACT AND THE WARRANTIES OF TITLE SET FORTH IN THE DEED), AND OTHERWISE IN AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION. THE ACKNOWLEDGEMENTS AND AGREEMENTS OF BUYER SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN. THIS ENTIRE PARAGRAPH SET FORTH IN CAPITALIZED TYPE HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES TO THIS AGREEMENT, AND THE TERMS CONTAINED IN THIS PARAGRAPH HAVE BEEN BARGAINED FOR AND ARE A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT. THE DEED, AND ANY OTHER CONVEYANCING DOCUMENTS, DELIVERED AT THE CLOSING SHALL CONTAIN DISCLAIMERS OF WARRANTY AND "AS IS" LANGUAGE AS SET FORTH ABOVE.

**ARTICLE II  
PURCHASE PRICE AND EARNEST MONEY**

- 2.1 Purchase Price.** The purchase price for the Property will be the sum of ONE MILLION FORTY-FOUR THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$1,044,810.00) payable in cash at Closing ("Purchase Price"). The Purchase Price is based on \$3,250 per acre x 321.48 acres of Land.

The Purchase Price is subject to adjustment in the event the acreage amount of the Land, as determined by a survey obtained by Buyer, differs from 321.48 acres. If Buyer's survey is not completed at Closing, but is completed within eight (8) months after the Closing Date, the parties will adjust the Purchase Price after Closing if the amount of acreage shown by the survey differs from 321.48 acres, by + or - 10%.

- 2.2 Earnest Money.** Upon delivery of this Contract to the Title Company, Buyer will pay the sum of \$25,000.00 ("Earnest Money") to Brazos County Abstract Company, Kathy Vicini, Closer, 3800 Cross Park Drive, Bryan, TX 77802 (979) 731-1900 or such other title company as Buyer may select ("Title Company") to be held by Title Company in escrow in accordance with the terms of this Contract. Title Company will deposit the Earnest Money in an interest-bearing account at a financial institution whose accounts are federally insured, and will hold and distribute such Earnest Money in accordance with the terms of this Contract. All interest accrued on the Earnest Money will become part of the Earnest Money. In the event Buyer terminates this Contract during the Inspection Period (as defined in Article III), Title Company will promptly return the Earnest Money to Buyer. If Buyer completes the purchase of the Property, the Earnest Money will be applied to the Purchase Price at Closing.

- 2.3 Independent Consideration.** The sum of \$100.00 out of the Earnest Money will constitute independent consideration ("Independent Consideration") for Buyer's right to terminate this Contract as described in Article III. If Buyer terminates this Contract during the Inspection Period as provided in Article III, Title Company will pay the Independent Consideration to Seller. In all other instances, the Independent Consideration will constitute a portion of the Earnest Money, and will be held and paid out by Title Company as "Earnest Money" under the terms of this Contract.

**ARTICLE III  
INSPECTION PERIOD**

- 3.1 Inspection Period.** The Buyer shall have an Inspection Period in which to determine whether the Property is suitable for Buyer. The Inspection Period shall begin on the Effective Date of this Contract, and shall terminate on the date that is thirty (30) days thereafter, unless extended in accordance with the terms of this Contract or by Buyer and Seller in writing.

- 3.2 **Seller's Records.** Within 5 days after the Effective Date of this Contract, the Seller will provide Buyer with copies of the following documents relating to the Property (collectively, the "Seller's Records") if and to the extent they are in existence and in Seller's possession or control on the Effective Date of this Contract:
- a. Any existing surveys of the Property;
  - b. Any drilling logs, permits, or other records regarding Seller's wells located on the Property, if requested by the Buyer;
  - c. Any notices or other communications received by Seller from any taxing authority or government agency regarding a violation of law applicable to the Property or its use;
  - d. Any notice of threatened condemnation, or intent to condemn all or any portion of the Property;
  - e. Any litigation proceedings involving the Property; and
  - f. Any unrecorded leases or other documents granting the right to possession or use of the Property; and
  - g. Any other records relating to the use or condition of the Property, including any environmental reports, assessments, investigations or notice by any governmental entity that the use or condition of the Property is in violation of law, and any legal claims involving title to, or an interest or right in, the Property,

If Seller receives any additional information or records regarding the Property during the term of this Contract, Seller will provide copies of such information to Buyer no later than 5 days after Seller receives it.

Notwithstanding any provisions contained herein or in any other document or instrument to the contrary, with respect to the Seller's Records, Buyer acknowledges and agrees that (1) the information contained in the Seller's Records is general in nature and that there are variations as to environmental and soil conditions between portions of the Property, from time to time, (2) Seller is providing the Seller's Records as an accommodation, and in no event shall Seller, its owners, affiliates, officers, employees or agents, be deemed to warrant or represent that any information or theories contained in the Seller's Records are true, correct or complete, and any and all warranties, express or implied, with respect to the Seller's Records are hereby disclaimed, (3) Buyer shall be solely responsible for determining whether to rely on the information contained in the Seller's Records and (4) in no event shall Seller, its owners, affiliates, officers, employees or agents, have any liability to Buyer or to any other party relating to the soils' conditions, the environmental conditions of the Property, the Seller's Records or the improvements to be constructed on

the Property, provided, however, that nothing in this Contract shall be construed as an assumption by Buyer of any of Seller's liabilities or obligations.

- 3.3 **Entry onto the Property.** Buyer has Seller's permission, at Buyer's risk and expense, to enter the Property during the Inspection Period, and at any time before Closing to inspect the Property, and conduct any and all investigations that Buyer deems necessary, including surveys, environmental site assessments, appraisals, and investigations to determine the condition of the Property and to estimate the quality, quantity and sustainability of the groundwater, including the drilling of test holes or wells, and the taking of water samples. Buyer's right to inspect is subject to the following:
- a. Buyer will give Seller advance notice by telephone, in person or in writing of Buyer's plans to inspect or conduct tests on the Property.
  - b. If the transaction does not close, Buyer will return the Property, at Buyer's sole cost and expense, as closely as possible to its preinspection condition promptly after the completion of its inspections. Any test holes drilled by Buyer will be promptly plugged in accordance with the requirements of applicable law.
  - c. Within 15 days after receipt, Buyer will deliver to Seller copies of all inspection and other reports that Buyer prepares or receives from third-party consultants or contractors regarding the Property.
  - d. Buyer shall (i) execute a right of entry agreement with Seller on a mutually-acceptable form authorizing Buyer's consultants and/or surveyor to enter the Property to conduct testing or inspections, or, (ii) require its consultants and/or surveyor to execute right of entry agreements with Seller in mutually acceptable form in which the consultant and surveyor each agree to indemnify Seller and hold Seller harmless from any and all claims, demands, liabilities, damages and costs, including attorneys' fees arising out of or resulting directly or indirectly from any activity of the consultant or surveyor, as applicable, pursuant to this Article III, and to provide insurance meeting Seller's standard insurance requirements.
- 3.4 **Buyer's Right to Terminate.** Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period.

#### ARTICLE IV TITLE MATTERS AND OBJECTIONS

- 4.1 **Title Commitment.** Within 10 days after the Effective Date of this Contract, Buyer, at Buyer's expense, will request Title Company to furnish to Buyer:

- a. a Commitment for an Owner's Policy of Title Insurance (the "Title Commitment") to insure Buyer's title to the Property at the time Buyer purchases the Property; and
  - b. legible copies of all instruments referred to in the Title Commitment.
- 4.2 **Survey.** Buyer has the right at any time prior to Closing, subject to the provisions of Article III, to have the Property surveyed by a surveyor selected by Buyer.
- 4.3 **Environmental Site Assessment.** Buyer, at Buyer's expense, may order a Phase I Environmental Site Assessment to be performed during the Inspection Period.
- 4.4 **Objections to Title.** Buyer will have the right to notify the Seller in writing, within 10 days after the receipt by Buyer of the last of the Title Commitment (including any updated Title Commitment issued prior to Closing), copies of all the documents shown as exceptions in the Title Commitment, Seller's Records, and the Survey, of any objections to matters shown by such documents and failure to object to any such matter within said time period, or prior to Closing, whichever is earlier, shall be deemed a waiver of such objection. Except as set forth below for Curable Matters, Seller shall have the right, but not the obligation, to cure any such title matters prior to Closing, and in the event Seller does not do so to Buyer's reasonable satisfaction prior to Closing, Seller's sole remedy will be to terminate the Contract and receive the return of the Earnest Money. Seller agrees to cooperate with Buyer in the event Buyer endeavors to cure any title matters prior to Closing. That certain Oil, Gas and Mineral Lease, dated January 17, 1984 and recorded in Volume 651, Page 277, Brazos County, as thereafter corrected and ratified (the "Existing O&G Lease") as described in Exhibit "E" to this Contract will constitute "Permitted Exceptions" to the conveyance of Seller's right, title and interest in the Property. Additionally, other existing mineral leases and interests and matters shown on Schedule B of the Title Commitment and not timely objected to by Buyer, or matters objected to and waived by Buyer, will constitute Permitted Exceptions. The foregoing notwithstanding, all liens and security interests, adverse claims affecting the Property or the ownership thereof, errors or discrepancies in the legal description of the Property, or its size or location, and matters shown on Schedule C of the Title Commitment (collectively, "Curable Matters") will not be considered Permitted Exceptions, and their discharge or other resolution to the reasonable satisfaction of Buyer and Title Company is required prior to Closing.
- 4.5 **Environmental Matters.** Buyer has the right to conduct a Phase I environmental site assessment on the Property. In the event the Phase I Site Assessment indicates the need for further investigation, Buyer shall have the right to conduct such further investigation at Buyer's expense in accordance with the provisions of Section 3.3. Buyer will notify Seller of the conditions shown by the Environmental Site Assessment.
- 4.6 **Proration and Ad Valorem Taxes and Assessments.** Rental from existing leases of the Property, and any similar items of income relating to the Property will be prorated as of

the date of Closing. Seller shall be responsible for paying all expenses and obligations arising in connection with the Property prior to Closing, including, but not limited to, utility expenses, and Buyer will not assume or be responsible for such obligations. Seller will be responsible for paying, prior to or at Closing, all assessments and ad valorem property taxes due and owing against the Property as of the date of Closing, including any and all delinquent taxes and assessments, penalties, interest, fees and other charges in connection therewith. At Closing, Seller will pay all taxes against the Property for the year of Closing that are payable on the date of Closing. If taxes for the current year are not then payable, Title Company will require the tax assessor to determine taxes due against the Property to the date of Closing, in accordance with the provisions of Section 26.11 of the Texas Tax Code, and Seller shall pay the amount of taxes so assessed at Closing. Unless otherwise agreed to by the parties in writing, if the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, or any other provisions of the Texas Tax Code with respect to any period before the Closing and additional taxes are assessed pursuant to Section 23.55 or other applicable section of the Texas Tax Code, the following will apply:

- (1) Seller will be responsible for paying any additional taxes, penalties or interest resulting from a change in ownership or use of the Property by Seller prior to Closing; and
- (2) If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes for periods before Closing, then as between Buyer and Seller, Buyer will be responsible for the additional taxes as they relate to the Property.

The provisions of this Section 4.6 shall survive Closing.

## **ARTICLE V REPRESENTATIONS OF SELLER**

- 5.1 Seller hereby represents to Buyer that, to the best of Seller's actual knowledge and belief, the following are true and correct as of the Effective Date of this Contract and will be true and correct on the Closing Date:
- a. Seller is the sole owner of the Land, and the groundwater rights in and under the Land, and subject to the provisions of Section 6.6, has not previously granted any right to purchase or use the Land or the groundwater rights, and has the full right, power, and authority to enter into and perform its obligations under this Contract without the consent or joinder of any other person. Notwithstanding anything in this Contract to the contrary, Buyer acknowledges that as to Seller's representation regarding the grant of a right to purchase, Seller has agreed to indemnify, defend and hold Buyer harmless from any third-party claims in accordance with the provisions of Section 6.7 of this Contract.

- b. There are no unrecorded leases or other rights to occupy or use the Property or any interests in the Property, except for those disclosed by Seller to Buyer and described in Exhibit "E" to this Contract.
- c. Seller has no actual knowledge of any potential, pending or threatened litigation, condemnation or other proceedings affecting the Property or any part thereof, which could result in Buyer incurring expenses or losses in connection with the Property after the purchase of it.
- d. Seller has not received any notice that a governmental entity is contemplating condemnation of any portion of the Property.
- e. Seller (i) has paid all ad valorem taxes and assessments against the Property as they became due, (ii) is entitled to any exemption from property taxes or special use valuation which has been claimed by Seller in connection with the Property, and (iii) has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or the use of the Property, or any portion thereof.
- f. Seller has no knowledge that the Property contains any environmental hazards or contamination except as has been disclosed in writing to Buyer prior to the expiration of the Inspection Period.
- g. There are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the Property, or the business operated thereon, which could give rise to any mechanic's or materialmen's or other statutory liens against the Property, or any part thereof, or for which Buyer will be responsible.

5.2 In the event Seller learns that any of the above statements are untrue or incorrect, or that they have become untrue or incorrect, Seller shall promptly notify Buyer in writing. If the state or condition is not resolved to Buyer's reasonable satisfaction prior to Closing, Buyer will have the right as its sole remedy to terminate this Contract prior to Closing, and obtain the return of the Earnest Money. In the event Buyer first learns after Closing that any of the above statements were untrue or incorrect as of the date of Closing, Buyer shall have all rights and remedies available at law or equity. The provisions of this Section 5.2 shall survive Closing.

## **ARTICLE VI CONDITION OF PROPERTY**

6.1 Until Closing, Seller (a) will maintain the Property as it existed on the Effective Date of this Contract, except for reasonable wear and tear and casualty damage and any actions performed by or on behalf of the occupants of the Property (b) will operate the Property in the same manner as it was operated on the Effective Date of this Contract; including any

use necessary to maintain any agricultural exemption on the Property; and (c) will not grant to any other person without the prior written consent of Buyer, any right or interest in the Property, including easement rights, or rights to use the groundwater or the surface of the Property, or amend any existing agreement relating to the Property, including easements, oil and gas leases, or any other documents evidencing or creating an interest or right in the Property. Any conveyance or amendment in violation of this provision will be void and of no effect, and shall not be binding on Buyer. Seller will be in default under this Contract if Seller fails to comply with the provisions of this section. Buyer covenants and agrees that Seller shall have through May 1, 2009, to remove Seller's personal property from the Property in accordance with the terms and conditions of a license agreement to be made by and between Buyer and Seller at Closing. Any provision in this Contract to the contrary notwithstanding, nothing in this Contract, or in the restrictive covenants contained in the Deed to be executed at Closing, shall be interpreted to prevent Buyer, its successors or assigns or any tenant of Buyer, from entering into an agreement with the Seller to purchase and use sand and gravel or other Aggregate previously mined and processed by Seller which is located on the Property. This provision shall survive Closing.

- 6.2 Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract and receive the return of the Earnest Money, if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property or the value of the Property, by giving notice to Seller prior to Closing.
- 6.3 Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental authority or other entity with condemnation authority. Buyer may terminate this Contract and receive the return of the Earnest Money if the condemnation would materially affect Buyer's intended use of the Property or the value of the Property by giving notice to Seller prior to Closing. If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation with regard to the Property will be assigned to Buyer, and (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken.
- 6.4 Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before Closing that affects the Property.
- 6.5 Seller will cooperate with Buyer (a) before and after Closing, if requested by Buyer, to transfer the applications, permits, and licenses held by Seller and used in connection with the groundwater in and under the Property and to obtain any consents necessary for Buyer to obtain or produce the groundwater in and under the Property after Closing; and (b) before Closing, with any reasonable evaluation, assessment, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer, and by making available to

Buyer and Buyer's consultants, information known by Seller regarding the Property, and the name and contact information for a person known by Seller to be knowledgeable about the condition and use of the Property, if Seller has no such knowledge.

- 6.6 ***Prohibited Uses.*** Without limiting the generality of any of the provisions of this Contract, before Closing, and after Closing, if Seller has any interest in oil, gas or minerals in connection with the Land, Seller will not enter into any oil and gas lease, surface use agreement or other agreement affecting the Property, or any portion thereof, that allows (a) flooding of all or any portion of the Property, (b) injection into or disposal of salt water onto all or any portion of the Property, (c) use of groundwater or fresh subterranean water located under the Property or any portion thereof for any purpose, or (d) drilling of groundwater well(s) or other surface use of the Property. Seller is prohibited from engaging in the same activities. This provision will survive Closing, will run with the oil, gas and mineral estates, and will be binding on Seller and Seller's heirs, successors and assigns and persons with whom they or any of them contract for the use or production of minerals. This provision will be set forth in the Deed. This provision does not apply to (i) the mineral rights (including oil and gas) and surface use rights previously granted by Seller or its predecessors to any other party by lease or other conveyance which are of record on the Closing Date, in the Real Property Records of Brazos County, Texas, and which have priority over the rights of Buyer under applicable law, and (ii) the Existing O&G Lease described in Exhibit "E" hereto, a copy of which has been provided by Seller to Buyer, and Buyer acknowledges that such grantees may have surface use rights contrary to the provisions of this Section and that Buyer's acquisition of the Property will be subject to such existing rights and interests to the extent provided by law.
- 6.7 ***Indemnification.*** (i) Except with regard to third party claims made as to a grant of a right to purchase the Land (addressed in [ii] below), Seller agrees to indemnify Buyer from all liability, loss, expenses, damages, causes of action, claims, proceedings, and suits, directly resulting from or arising in connection with the Property or Seller's use thereof, for events occurring prior to Closing, which are asserted in good faith, filed or incurred during the twelve (12) month period following the Closing Date, but not from any representations, warranties, promises, covenants, agreements or guaranties that are excluded in Section 1.6 of this Agreement and in the Deed. Buyer, to the extent it is permitted to do so by applicable law, agrees to indemnify and defend Seller from all liability, loss, expenses, damages, causes of action, claims, proceedings, and suits, resulting from or arising in connection with the use of the Property by Purchaser subsequent to Closing (but not from any action or activities of tenants under the leases assigned to Buyer at Closing), and, which are asserted in good faith, filed or incurred during the twelve (12) month period following the Closing Date. (ii) Seller agrees to indemnify Buyer and Title Company from all liability, loss, expenses, damages, causes of action, claims, proceedings and suits directly resulting from or arising in connection with a third party's claim of a right to purchase the Property, and will cause the Title Company to issue the Title Policy to Buyer without exception to such third party's claim of a right

to purchase the Property. However, Buyer acknowledges that Seller's obligation to indemnify Buyer in this Section 6.7 (ii) is Buyer's sole and exclusive remedy for any claim by a third party of a right to purchase the Property. This Section 6.7 will survive Closing.

## ARTICLE VII CLOSING

- 7.1 The Closing shall be held at the office of the Title Company, no earlier than January 2, 2009, nor later than January 16, 2009, as agreed in writing between Buyer and Seller upon the expiration of the Inspection Period ("Closing Date" or "Date for Closing"). The Closing will take place upon the agreed upon date at a time agreed to by the parties, or, if none has been agreed upon, then at 2:00 p.m. on January 16, 2009. The City Attorney for Buyer is authorized to extend the time for Closing if Buyer and Seller agree to extend the time for Closing.
- 7.2 Buyer will pay the cost for preparation of the Special Warranty Deed to be used at Closing, which is to be substantially in the form attached hereto as Exhibit "B" modified, as necessary, to reflect the terms of this Contract.
- 7.3 At the Closing, Seller shall:
- a. Deliver to Buyer the duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in and to the Property, free and clear of any and all liens, encumbrances, or title matters except for the Permitted Exceptions.
  - b. Deliver possession of the Property to Buyer, and any keys or lock combinations for the Property.
  - c. Deliver any notice required by law to be given, and satisfactory evidence of Seller's authority to sell and convey the Property to Buyer in accordance with this Contract.
  - d. Cause the Title Company to deliver to Buyer, at Buyer's expense, as soon as practicable after Closing, a Title Policy issued by Title Company in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's fee simple absolute title to the Property to be good and indefeasible, subject only to the Permitted Exceptions, without exception to any rights of parties in possession.
  - e. Execute and deliver an IRS Non-Foreign Person Affidavit, and any other documents reasonably required by the Title Company to issue a Title Policy meeting the requirements of this Contract, or required by Buyer to evidence or carry out the terms of this Contract.
  - f. Pay any and all property taxes and assessments as provided in Section 4.6.

- g. Pay the costs to obtain, deliver and record releases of all Monetary Liens affecting the Property.
- h. Pay the costs to obtain, deliver and record all releases of liens, and documents to cure title objections which Seller has agreed to cure.
- i. Pay any other costs or expenses required to be paid by Seller at Closing under the terms of this Contract.
- j. Deliver the License Agreement attached hereto as Exhibit "D" and made a part hereof signed on behalf of Seller.
- j. Pay the Seller's expenses in connection with this transaction and attorney's fees incurred by Seller.

7.4 Upon such performance by Seller at Closing, Buyer shall:

- a. Pay the balance of the Purchase Price.
- b. Pay the escrow fee charged by Title Company.
- c. Pay the expenses required to be paid by Buyer under this Contract, including any title insurance, Survey and Environmental Site Assessment costs.
- d. Pay for the brokerage fees of Buyer's Real Estate Broker.
- e. Pay the costs to obtain, deliver and record all documents other than those to be obtained, delivered or recorded at Seller's expense under Section 7.3.
- f. Pay the Buyer's expenses and attorney's fees.
- g. Deliver the License Agreement attached hereto as Exhibit "D" and made a part hereof signed on behalf of Buyer.

### ARTICLE VIII ADDITIONAL PROVISIONS

8.1 This sale is made in lieu of condemnation by the Buyer.

8.2 Disposition of Earnest Money after Termination:

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer. If Buyer terminates this Contract under the provisions of Article III, the

Independent Consideration will be withheld from the Earnest Money and paid to Seller.

- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five days after receipt of Seller's termination notice, authorize Title Company to deliver the Earnest Money to Seller.

- 8.3 If this Contract is terminated, Buyer, upon request of Seller, will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that survive termination of the Contract.

#### **ARTICLE IX BREACH BY SELLER**

- 9.1 In the event Seller fails to fully and timely perform any of Seller's obligations under this Contract prior to Closing or fails to consummate the sale of the Property for any reason except Buyer's default, or the Buyer's exercise of a right to terminate this Contract, then, Buyer may as its sole remedy:
- a. enforce specific performance of this Contract; or
  - b. terminate this Contract, and obtain the Earnest Money.

In no event shall Seller be liable for any special, incidental or consequential damages.

#### **ARTICLE X BREACH BY BUYER**

- 10.1 In the event Buyer fails to consummate the purchase of the Property for any reason other than a default by Seller or the exercise of a right to terminate under this Contract, Seller shall have as its exclusive remedy the right to terminate this Contract and retain the Earnest Money.

#### **ARTICLE XI BROKERS**

- 11.1 Buyer is represented in this transaction by the following Real Estate Broker:

John P. Schneider, Jr.  
SCHNEIDER & ASSOCIATES  
3703 Speedway  
Austin, Texas 78705

11.2 Seller is represented in this transaction by the following Real Estate Broker:

None.

Buyer will be responsible for paying any commission owed to Buyer's Real Estate Broker. Seller will be responsible for paying any commission owed to Seller's Real Estate Broker. Any commission agreements between the parties and their respective Brokers are in separate agreements and are not a part of this Contract.

11.3 **Brokers' Commissions.** Each party represents and warrants to the other that it has not used any real estate broker in connection with this Contract except those identified above and any appraiser hired by Buyer. Buyer, unless prohibited by applicable law, and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible, upon request. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

## ARTICLE XII MISCELLANEOUS

12.1 **Notices.** Any notice required by or permitted under this Contract ("Notice") must be in writing, unless otherwise provided by this Contract. Any Notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, or facsimile transmission, and will be effective when actually received. Notice may not be given by email. Copies of each Notice must be given by one of these methods to the attorney of the party to whom Notice is given, if the attorney is identified below or if the name and address of the attorney has been provided in writing to the party giving Notice. Any party or address for Notice may be changed by written notice delivered as provided herein.

Seller:

Hanson Aggregates West, Inc.  
c/o Lehigh Hanson, Inc.  
300 East John Carpenter Freeway, Suite 1645  
Irving, Texas 75062  
Attn.: Jerry Gregg  
Phone: (972) 225-2168

With copy to:

Lehigh Hanson, Inc.  
Law Department  
300 East John Carpenter Fwy.  
Irving, Texas 75062  
Attn: Mary Koch Pettit  
Phone: (972) 653-6143

Buyer: City of College Station, Texas  
Legal Department  
1101 Texas Avenue  
College Station, Brazos County, Texas, 77840  
Attn.: Carla A. Robinson, First Assistant City Attorney  
Phone: (979) 764-3507  
Fax: (979) 764-3481

With copy to:

Buyer's Attorney:

Bickerstaff Heath Delgado Acosta LLP  
816 Congress Ave., Suite 1700  
Austin, Texas 78701  
Attn.: Denise Cheney/Susan Maxwell  
Phone: (512) 472-8021  
Fax: (512) 320-5638

Buyer's Broker:

John P. Schneider, Jr.  
Schneider & Associates  
3703 Speedway  
Austin, TX 78705  
Phone: (512) 477-5827  
Fax: (512) 477-5930

- 12.2 **Entire Agreement.** This Contract, together with its exhibits, and any Closing Documents delivered at Closing constitute the entire agreement of the parties concerning the sale and use of the Property. There are no oral representations, warranties, agreements or promises between the parties pertaining to the sale and use of the Property that are not expressly set forth in those documents. All exhibits to this Contract are incorporated herein.

- 12.3 **Amendment.** This Contract may be amended only by an instrument in writing signed by the parties.
- 12.4 **Assignment.** Buyer may assign this Contract and Buyer's rights under it without the need for Seller's consent. This Contract binds, benefits and may be enforced by the parties and their respective heirs, successors and permitted assigns.
- 12.5 **Survival.** The provisions of this Contract which expressly state that they survive termination or Closing will survive termination of this Contract or Closing, respectively, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents executed at Closing and this Contract the Closing Documents will control.
- 12.6 **Choice of Law; Venue; Alternative Dispute Resolution.** This Contract will be construed under and in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties agree and submit to venue in Courts of competent jurisdiction in Brazos County, Texas.
- 12.7 **Waiver of Default.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.
- 12.8 **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.
- 12.9 **Legal Construction.** If any provision in this Contract is for any reason held invalid, illegal, or unenforceable in any respect, to the extent such invalidity, illegality, or unenforceability does not destroy the basis of the bargain among the parties, the invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract. Whenever context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and Section headings in this Contract are for reference only and are not intended to restrict or define the text of any section.
- 12.10 **Ambiguities Not to Be Construed Against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.
- 12.11 **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
- 12.12 **Counterparts.** If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract. The parties agree that signatures transmitted by the parties by facsimile or electronic mail will have the same force and effect as original signatures.

- 12.13 **Confidentiality.** The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.
- 12.14 **Binding Effect.** This Contract and the terms, covenants, and conditions herein contained, binds, benefits, and may be enforced by the parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.
- 12.15 **Attorney's Fees.** If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees as provided by Section 271.159 of the Texas Local Government Code, expenses and court and other costs from the non-prevailing party.
- 12.16 **Memorandum of Contract.** Upon request of either party, both parties shall promptly execute a memorandum of this Contract in the form attached hereto as **Exhibit "C"**, suitable for filing of record in the real property records of the County or Counties in which the Property is located.
- 12.17 **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day. Legal public holidays shall be deemed to include holidays on which the administrative offices of Buyer are closed for business.
- 12.18 **Further Assurances.** Each party agrees to take such actions, or to execute such documents or instruments, as may be reasonably necessary to evidence or carry out the terms of this Contract.
- 12.19 **Effective Date.** The Contract will be effective on the date on which this Contract has been duly executed by Seller and Buyer.
- 12.20 **APPROVAL OF CITY COUNCIL REQUIRED.** ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT BUYER'S OBLIGATION TO PURCHASE THE PROPERTY IS SUBJECT TO THE APPROVAL BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION OF THE BUYER'S PURCHASE OF THE PROPERTY ON THE TERMS SET FORTH IN THE CONTRACT PRIOR TO THE CLOSING DATE. IN THE EVENT THE CITY COUNCIL HAS NOT EXPRESSLY APPROVED THE

BUYER'S PURCHASE OF THE PROPERTY UNDER THIS CONTRACT BY OFFICIAL ACTION TAKEN BY THE CLOSING DATE, THEN THIS CONTRACT WILL AUTOMATICALLY TERMINATE WITHOUT THE NECESSITY OF ANY FURTHER DOCUMENTATION BETWEEN THE PARTIES, BUYER WILL IMMEDIATELY COMMENCE ANY ACTION NECESSARY TO RETURN THE PROPERTY TO SELLER IN THE CONDITION THAT IS EXPRESSLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THIS AGREEMENT SHALL BE OF NO FURTHER FORCE AND EFFECT AS OF THE TERMINATION DATE, AND TITLE COMPANY SHALL PROMPTLY RETURN ALL EARNEST MONEY TO THE BUYER LESS THE INDEPENDENT CONSIDERATION.

12.21 THIS CONTRACT IS A LEGAL DOCUMENT. IT IS RECOMMENDED THAT SELLER OBTAIN AN ATTORNEY TO ADVISE SELLER IN CONNECTION WITH THIS CONTRACT.

List of Exhibits:

- Exhibit "A" – Legal Description of the Property
- Exhibit "B" – Special Warranty Deed Form
- Exhibit "C" - Intentionally Deleted
- Exhibit "D" - Intentionally Deleted
- Exhibit "E" - Existing Oil and Gas Lease

[Signatures of the parties appear on the following page.]

EXECUTED on the dates set forth below to be effective as of the Effective Date.

**Seller:**

**Buyer:**

HANSON AGGREGATES WEST, INC.

CITY OF COLLEGE STATION, TEXAS

By:   
Michael H. Hyer, Vice President

By: \_\_\_\_\_  
Ben White, Mayor

Date: December 11, 2008

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

ATTEST:

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

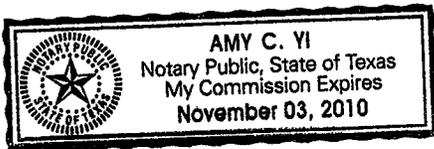
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, as \_\_\_\_\_ of the City of College Station, Texas, a Texas home rule municipal corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 11<sup>th</sup> day of December, 2008, by Michael H. Hyer, Vice President of Hanson Aggregates West, Inc., a Delaware corporation, on behalf of said corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

**TITLE COMPANY'S ACKNOWLEDGEMENT OF RECEIPT**

Title Company acknowledges receipt of the signed Contract and the Earnest Money in the amount of \$25,000.00 on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 and a copy of this Contract executed by both Buyer and Seller. Title Company hereby agrees to hold the Earnest Money as directed in this Contract, and to distribute the Earnest Money in accordance with the terms and provisions of this Contract.

Brazos County Abstract Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Exhibit A

## 1 of 2

### TRACT ONE:

All that certain 103.48 acre tract or parcel of land lying and being situated in the F. RUIZ SURVEY, Abstract No. 48, Brazos County, Texas, also being part of the tract of land called 788.48 acres described in "Exhibit C" of the Deed to Robert Henry Seale recorded in Volume 383, Page 303, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set in the westerly right of way line of the Missouri Pacific Railroad at the intersection with the southerly line of Tract 2, called 370.48 acres in the abovementioned "Exhibit C" located S 70° 20' 11" W 688.22 feet from the iron rod found marking the southeast corner of said Tract 2;

THENCE S 70° 20' 11" W along the fence line found marking said southerly line of Tract 2 for a distance of 1443.21 feet to an angle point;

THENCE S 68° 45' 53" W continue along said southerly line of Tract 2 for a distance of 491.6 feet and corner in the center of the Little Brazos River;

THENCE up the Little Brazos River with its meanders as follows:

N 12° 02' 19" W - 256.91 feet;  
N 03° 49' 40" E - 170.29 feet;  
N 20° 41' 38" W - 328.49 feet;  
N 58° 43' 14" W - 312.57 feet;  
N 30° 28' 56" W - 414.26 feet;  
N 26° 21' 52" W - 531.82 feet;  
N 32° 30' 38" W - 469.06 feet and corner in the north line of Tract 1, called 418 acres in the beforementioned "Exhibit C";

THENCE N 70° 08' 01" E along said north line of Tract 1 for a distance of 2003.59 feet to an iron rod set in the west right of way line of the Missouri Pacific Railroad;

# Exhibit A

## 2 of 2

THENCE S 26° 18' 45" E along said railroad right of way for a distance of 2384.01 feet to the Place of Beginning containing 103.48 acres of land, more or less.

### TRACT TWO:

All that certain 218.00 acre tract or parcel of land lying and being situated in the F. RUIZ SURVEY, Abstract No. 48, Brazos County, Texas, also being part of the tract of land called 788.48 acres described in "Exhibit C" of the Deed to Robert Henry Seale recorded in Volume 383, Page 303 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set at the intersection of the east right of way line of Red Slough Road with the north line of Tract 1, called 418 acres in the abovementioned "Exhibit C" located N 70° 08' 01" W 7679.52 feet from the northwest corner of said Tract 2;

THENCE N 70° 08' 01" E along said north line of Tract 1 for a distance of 3816.44 feet and corner in the center of the Little Brazos River;

THENCE down the Little Brazos River with the following meanders:

S 32° 30' 38" E - 469.06 feet;  
S 26° 21' 52" E - 531.82 feet;  
S 30° 28' 56" E - 414.26 feet;  
S 58° 43' 14" E - 312.57 feet;  
S 20° 41' 38" E - 328.49 feet;  
S 03° 49' 40" W - 170.29 feet;  
S 12° 02' 19" E - 256.91 feet and corner in the south line of Tract 2, called 370.48 acres in the beforementioned "Exhibit C";

THENCE S 71° 05' 15" W along said south line of Tract 2 for a distance of 4169.96 feet to an iron rod set for corner in the beforementioned east right of way line of Red Slough Road;

THENCE N 19° 27' 36" W along said right of way for a distance of 2306.19 feet to the Place of Beginning containing 218.00 acres of land, more or less.

And being the same two tracts of land described in Deed from Robert Henry Seale, et ux to Gifford-Hill & Company, Inc., dated October 26, 1978, recorded in Volume 410, page 824, Deed Records of Brazos County, Texas.

**EXHIBIT "B"**

**Special Warranty Deed**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Effective Date: \_\_\_\_\_, 2008

Grantor: Hanson Aggregates West, Inc.

Grantor's Mailing Address: P. O. Box 660225  
Dallas, TX 75266-0225

Grantee: The City of College Station, Texas

Grantee's Mailing Address: 1101 Texas Avenue, College Station, Texas 77842

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for which no lien, express or implied is retained by Grantor.

Property (including any improvements): 321.48 acres of land, more or less, in Brazos County, Texas more fully described in Exhibit "A" attached hereto and incorporated herein.

Reservations from Conveyance: (i) All oil, gas and other minerals interest in on and under the Property, provided, however, that this reservation does not include the right to use the surface of the Property to access, explore for, drill for, excavate, or produce oil, gas or other minerals, or to use the groundwater from the Property in connection with the oil, gas and mineral estates. This provision is not intended to apply to any oil and gas lease or mineral estate created or reserved by instrument recorded on or before \_\_\_\_\_, 200\_ in the Real Property Records of Brazos County, Texas, if the grant or reservation permits such use, and said use rights have priority under applicable law over Grantee's rights under this Special Warranty Deed.

Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby waives and releases all rights to use the surface of the Property to access, explore for, excavate or produce oil, gas or other minerals and to use the groundwater from the Property in connection therewith, but without

limitation to the rights, including surface use rights, of persons claiming rights by, through or under Grantor or its predecessors under grants, reservations, and conveyances made prior to the date of this Special Warranty Deed and (ii) for a period of 5 years from the Closing Date, rights previously mined and processed sand and gravel located on the Property

#### Restrictive Covenant

This conveyance is subject to the following restrictive covenant, and Grantee joins in this Special Warranty Deed to confirm the following restrictive covenant: commencing on the date of this Special Warranty Deed and continuing for the Term (defined below) no portion of the Property may be used for the mining, processing, storage, sale or distribution of Aggregate. For purposes of this restriction, the term "Aggregates" means sand, gravel, limestone, granite, slag, recycled concrete, recycled asphalt or any materials that may be used as a substitute for the foregoing materials in construction applications. This Restrictive Covenant shall be binding on Grantee and its successors and assigns, forever, and shall run with the land for the benefit of property owned or leased by Grantor as described on Exhibit B, attached hereto and incorporated herein and/or other property in Brazos County, Texas, designated in writing and recorded in the Official Records of Brazos County, Texas, and now or hereafter owned or leased by Grantor, its successors or assigns (any such property so designated being referred to herein as the "Benefited Property"). The "Term" of the Restrictive Covenant shall be 99 years from the date hereof.

The forgoing notwithstanding, nothing in this Contract, shall be interpreted to prevent Grantee, its successors or assigns, or any tenant of Grantee, from entering into an agreement with the Grantor to purchase and use sand, gravel or other Aggregate previously mined and processed by Grantor, which is located on the Property.

#### Exceptions to Conveyance and Warranty:

Other than the warranty of title contained herein, which warranty of title does not include any warranty of the mineral estate, including oil, gas and other minerals in, on and under the Property, and all rights in connection therewith, and the express representations and warranties of Grantor contained in that certain Real Estate Purchase Contract dated \_\_\_\_\_, 2008 made by and between Grantor, as seller, and Grantee, as buyer (herein "Grantor's Additional Representations and Warranties"), Grantor sells the Property and Grantee purchases and accepts the Property "AS IS" and acknowledges that GRANTOR MAKES NO WARRANTY OR REPRESENTATION RELATING TO THE CONDITION OF THE PROPERTY, WHETHER SUCH WARRANTY OR REPRESENTATION IS EXPRESSED OR IMPLIED, OR ARISES BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF THE PROPERTY, OR ANY PART THEREOF and Grantee assumes any risk arising from the lack of such warranty or representation. By acceptance hereof Grantee waives any and all such aforementioned warranties or representations with respect to the conveyance of the Property relating to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all

activities and uses which Grantee may conduct thereon; (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, the endangered species act ("ESA") and any federal, state, and/or local laws and/or regulations designed to implement or related to the ESA; (e) the habitability, merchantability or fitness for a particular purpose of the Property; or (f) any other matter with respect to the Property, without limiting the foregoing, Grantor does not and has not made any representation or warranty regarding the presence or absence of any hazardous substances (as hereinafter defined), on, under or about the Property or the compliance or noncompliance of the Property with the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, the Texas Natural Resources Code, the Texas Water Code, the Texas Solid Waste Disposal Act, the Texas Hazardous Substances Spill Prevention and Control Act, any so called federal, state or local "superfund" or "super lien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning any hazardous substances (collectively, the "Hazardous Substance Laws"). Except for Grantor's Additional Representations and Warranties, Grantee further hereby acknowledges that Grantee is relying solely upon Grantee's own physical inspection of the Property and not any statements, oral or written, which may have been made by Grantor or any of Grantor's agents, employees or contractors, in consummating the conveyance of the Property.

The following Permitted Exceptions, but only to the extent the same are valid, in existence and affect the Property or the use thereof by Grantee: *See Exhibit B attached hereto and incorporated herein.*

#### Prohibition on Use.

**Without limiting the generality of any of the forgoing provisions, Grantor will not enter into any oil and gas lease, surface use agreement or other agreement affecting the Property, or any portion thereof, that allows (a) flooding of all or any portion of the Property, (b) injection into or disposal of salt water onto all or any portion of the Property, (c) use of groundwater or fresh subterranean water located under the Property or any portion thereof for any purpose, or (d) drilling of groundwater well(s) or other surface use of the Property. Grantor is prohibited from engaging in the same activities. This provision will run with the oil, gas and mineral estates, and will be binding on Grantor, Grantor's heirs, successors and assigns and persons with whom they or any of them contract in connection with the use or production of minerals. This provision is not intended to apply to any oil and gas lease or mineral estate created or reserved by instrument recorded on or before \_\_\_\_\_, 200\_, in the Real Property Records of Brazos County, Texas, if the grant or reservation permits such use, and said use rights have priority under applicable law over Grantee's rights under this Special Warranty Deed.**



This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_, as \_\_\_\_\_ of the City of College Station, Texas , a Texas  
home rule municipal corporation, on behalf of said municipality.

---

NOTARY PUBLIC  
in and for The STATE OF TEXAS

After Recording, Return to:

Bickerstaff Heath Delgado Acosta L.L.P.  
Attn. Denise Cheney  
816 Congress Ave., Suite 1700  
Austin, Texas 78701-2443

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Being all that certain 321.48 acre tract or parcel of land lying and being situated in the F. Ruiz Survey, Abstract No. 48, in Brazos County, Texas, and being the same property described in "Tract One" containing 103.48 acres, and "Tract Two" containing 218.00 acres, in Deed from Robert Henry Seale, et ux to Gifford-Hill & Company, Inc., dated October 26, 1978, recorded in Volume 410, Page 824, Deed Records of Brazos County, Texas.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

**EXHIBIT "C"**

**MEMORANDUM OF CONTRACT**

Intentionally Deleted

## EXHIBIT "D"

### LICENSE AGREEMENT

#### License Agreement

This License Agreement ("Agreement") is made between the City of College Station, Texas ("Licensor") and Hanson Aggregates West, Inc. ("Licensee") as of the date set forth below.

Licensor purchased the "Property" described in Exhibit "A" hereto from Licensee pursuant to the terms of a Real Estate Contract dated December \_\_, 2008 (the "Contract"). The Property was conveyed by Licensee to Licensor by Special Warranty Deed of even date herewith ("Deed").

As part of the Contract, Licensor agreed to allow Licensee additional time to remove personal property from the Property following the transfer of Licensee's right, title and interest in the Property to Licensor as of the date of the Deed.

In furtherance of Licensor's agreement to allow Licensee additional time to remove personal property from the Property, Licensee agrees that such removal shall be upon the terms and provisions set forth in this License Agreement.

Now, Therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Licensee shall have the right through May 1, 2009, to remove Licensee' personal property from the Property, subject to the following terms and conditions:
  - (i) Licensee shall have the right to enter the Property at any time following the date of this Agreement in accordance with the terms and conditions herein for the purpose of moving and removing Licensee's personal property from the Property after having provided at least two (2) business days' notice to Licensor, and any tenant of Licensor;
  - (ii) only Licensee and the agents, employees and contractors of Licensee are entitled to enter the Property without the prior, written consent of Licensor, which consent shall not be unreasonably withheld;
  - (iii) Throughout the term of this License Agreement, Licensee shall maintain insurance meeting the requirements set forth in Exhibit "B" to this Agreement, and will provide Licensor with proof of such insurance (i) prior to entering the Property, (ii) at any time requested by Licensor, and (iii) within 30 days before the expiration date of any policy.
  - (iv) Licensee will indemnify Licensor and any tenant of Licensor and hold such persons harmless from any and all claims, causes of action, demands,

liabilities, damages, expenses and costs, including attorneys' fees arising out of or resulting directly or indirectly from any activity of the Licensee, its employees, contractors, representatives and agents, pursuant to this Agreement.

- (v) Unless otherwise agreed by Licensor in writing, each contractor, agent or representative of Licensee shall maintain insurance meeting the requirements set forth in Exhibit "B" while performing activities on the Property under this Agreement, and will provide Licensor with proof of the required insurance, prior to entering the Property and at any time requested by Licensor; and
  - (vi) Licensee will be responsible for any damage, loss, costs or expenses incurred in connection with its removal activities, and for restoring or repairing any damage to the Property or to the property of a third party resulting from or in connection with such activities.
2. Upon the termination of this License, all rights to ownership, possession and use of any personal property located on the Property shall revert to Licensor, free of any claims arising by, through or under Licensee.
  3. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given (a) when actually received by that party, (b) three (3) days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party in question at the address indicated for such party on the signature page herein below, or to a different address as previously given in a notice to the other parties, or (c) upon delivery by facsimile transmission to the party in question at the facsimile number indicated for such party on the signature page herein below, or to a different facsimile number as previously given in a notice to the other parties, followed by confirmatory letter delivered to such party by one of the other means permitted hereunder.
  4. Entire Agreement and Execution of Documents. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the parties hereto. Each party agrees to execute and deliver such other documents and instruments and to take such further actions as may be reasonably necessary to fully carry out the intent and purposes of this Agreement.
  5. Binding Effect. This Agreement, and the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, subject to the following provision. Licensee can only assign its rights under this Agreement with the prior, written consent of Licensor, which consent shall not be unreasonably withheld. Any purported assignment in violation of this provision shall (i) constitute a breach of this Agreement, and (ii) be void and of no effect unless Licensor chooses to ratify such assignment. .

6. Remedies and Attorneys' Fees. The parties agree to mediate any dispute arising in connection with this Agreement in good faith prior to filing suit for damages. Either party shall have the right to require mediation in the event of a dispute. In enforcing the terms of this Agreement the parties shall have all rights and remedies available at law or equity. In addition, in the event of a breach of this Agreement by Licensee, Licensor shall have the right to terminate this if the breach is not cured within 30 days after Licensor provides Licensee with a written notice of default. In the event any party to this Agreement should bring suit against the other party in respect of any matters provided for herein, the prevailing party shall be entitled to recover from such other party its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit. Attorney's fees are recoverable as provided by Section 271.159 of the Texas Local Government Code.
  
7. Time. Time is of the essence in all things pertaining to the performance of this Agreement.
  
8. Applicable Law. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue shall be in courts of competent jurisdiction in the County in which the Property is located.
  
9. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
  
10. Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.
  
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as one and the same instrument.

EXECUTED as of January \_\_, 2009.

LICENSOR:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
  
 Address: \_\_\_\_\_

LICENSEE  
HANSON AGGREGATES WEST, INC.,  
a Delaware corporation

---

Name: Jon A. Reedy  
Title: Vice President

Address: 300 East John Carpenter, Suite 1645, Irving, Texas  
75062

Exhibit "A" to License Agreement  
Legal Description

Exhibit "B" to License Agreement  
Insurance Requirements

**Workers' Compensation**

(including coverage for Occupational Disease)

	<b>Limit of Liability</b>
Workers' Compensation	Statutory Benefits
Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

**Commercial General Liability**

(including coverage for Contractual Liability assumed by Contractor)

	<b>Limit of Liability</b>
Property Damage/Bodily Injury	\$2,000,000 Each Occurrence
	\$2,000,000 General Aggregate Limit

The City of College Station, Texas shall be named as an additional insured on the General Liability policy with respect to any work performed by or on behalf of Hanson.

**Automobile Liability**

(including coverage for Hired and Non-Owned Automobiles)

	<b>Limit of Liability</b>
Property Damage/Bodily Injury	\$2,000,000 Each Accident

**Insurance Certificate/Notice of Cancellation**

The insurance coverage described above shall be confirmed by an insurance certificate signed by the insurer or its authorized agent and providing that the certificate holder shall be given at least 30 days prior notice of the cancellation of any of such coverage.

**Exhibit "E"**  
**Copy of Oil and Gas Lease**



**Depletion Management Zone**

- Potential Well Sites
- 6000' Well Separation
- Existing Well Sites

**North Zone (1300 Acres)**

- Hanson North (485 Acres)
- Kutzschbach (482 Acres)
- Cisneros (33 Acres)
- Rowe (186 Acres - some in Robertson County)
- Johnson (60 Acres)
- Forbin (54 Acres)

**South Zone (524 Acres)**

- Hanson South (321 Acres)
- Fazzino (203 Acres)

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS  
FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, heretofore the City has issued obligations in the aggregate principal amount of \$3,600,000 to fund expenditures in connection with the Project;

WHEREAS, the budget for the Project has been increased to pay additional costs with respect to the Project;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,100,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 16th DAY OF DECEMBER, 2008.

\_\_\_\_\_  
Ben White, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

(Seal)

APPROVED:



Robert A. Lynch

McCall, Parkhurst & Hefton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Water Well Land Acquisition

**December 16, 2008**  
**Consent Agenda Item 2F**  
**Reimbursement Resolution for Well #7 Collection Line Construction**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Well #7 Collection Line construction project.

**Recommendation(s):** Staff recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The construction contract for the construction project was approved by Council on October 9, 2008. It is anticipated that long term debt will be issued for this project. On projects for which the expenditures will occur prior to the debt issue, a resolution declaring intention to reimburse certain expenditures with proceeds from debt must be adopted within 60 days of expenditure on the project. The resolution is typically adopted at the time the contract is awarded, but was inadvertently left off of the agenda caption when the construction contract was brought to Council.

**Budget & Financial Summary:** The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,700,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 16th DAY OF DECEMBER, 2008.

\_\_\_\_\_  
Ben White, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

(Seal)

APPROVED:



McCull Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Well #7 Collection Line

**December 16, 2008**  
**Consent Agenda Item 2G**  
**Change Order for the Memorial Cemetery and**  
**Aggie Field of Honor Construction Contract**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding action to ratify a change order for Construction Contract 08-116 with Acklam Construction for the construction of the Memorial Cemetery and the Aggie Field of Honor Project GG-9905 in the amount of \$69,259.47.

**Recommendation(s):** Staff recommends approval of the change order for \$69,259.47 to Acklam Construction, Inc. on the Memorial Cemetery and the Aggie Field of Honor Construction Contract.

**Summary:** The construction contract with Acklam Construction for the construction of the Memorial Cemetery and Aggie Field of Honor in the amount of \$7,072,579.00 was approved by City Council March 27, 2008. The following change order is for the following: to construct foundations for light poles not shown on drawings; under drains installed because of concerns about water expanding beneath the Columbarium's; flashing was necessary between the masonry block and the niches for the ashes at the Columbariums; installed drains at the Spirit Gate underneath all future vegetation so plants would not be waterlogged; add caulked control joints every 30 feet in limestone walls; change iron fittings for irrigation main to gasket PVC fittings because it was cheaper; add valves every 100 feet in irrigation system so hoses can be used to water instead of pop up sprinklers; provided lateral support at exterior walls of the Information Center and the Committal Shelter because of plan errors; added reinforcing to light bollard not shown on plans; added battery pack to six exterior fixtures as per electrical code; and finish and install two columns for anchorage of entry gates to avoid limestone cracking and failure.

Costs due to plan errors will be paid for by the design consultant.

**Budget & Financial Summary:** The current budget for the Memorial Cemetery project is \$9,930,000. A total of \$9,384,075.36 has been expended or committed to date, leaving a balance of \$545,924.64, a portion of which will be used for this change order.

**Attachments:**

1. Coversheet
2. Change Order No. 3
3. Location Map

**OWNER:** City of College Station  
 P.O. Box 9960  
 College Station, Texas 77842

**CONTRACTOR:** Acklam Construction, Inc.  
 18932 Highway 6 South  
 College Station, TX 77847

Ph: (979) 690-8500  
 Fax: (979) 690-8510

**PURPOSE OF THIS CHANGE ORDER #3:**

- A1. Additional light pole base to light fixture S5 per added detail 7/S-103 in response to RFI No. 25. (See item 1 through 8 below)
- A2. Furnish and install under drains at Columbariums (2 each) per revised drawing C-148A. (See item 9 through 12 below)
- A3. Add flashing between CMU and stone veneer above lintels of two(2) Interim Columbariums. (See items 13 through 16)
- A4. Add 63 each caulked control joints per response to RFI No.37 (See items 17 through 20 below)
- A5. Furnish and install drainage and irrigation lines per drawing dated 10/22/08. (See item 21 through 30 below)
- A6. Provide additional lateral support at exterior walls of both buildings as shown on revised drawings A-201 and A-202. (See item 31 below)
- A7. Add reinforcing to 42 each light bollard foundations. (see Item 32)
- A8. Add emergency battery pack to six (6) exterior fixtures at Committal Shelter. (See item 33 below.)
- A9. Furnish and install two (2) steel columns for anchorage of entry gates. Columns secured to concrete block with masonry of entry gates. Columns secured to concrete block with masonry. (see item 34 below)
- A10. Specified A2 fixtures will not fit in allowable 8" space as shown. Add emergency battery pack to two (2) exterior fixtures. Provide total of twenty-two (22) A2 replacement fixtures. (See item 35 through 38 below)

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	EA	Excavation and backfill	\$112.50		4	\$450.00
2	EA	Compacted crush base	\$23.00		4	\$92.00
3	pcs.	24" diameter sonotube	\$165.00		2	\$330.00
4	CY	Concrete	\$220.00		1	\$220.00
5	EA	Reinforcing	\$67.50		4	\$270.00
6	LS	Anchor Bolts (16 total)	\$520.00		1	\$520.00
8	Days	Plus 44.68% of labor & 15% of OH & P	\$526.70		1	\$526.70
<b>Adjustment for changes in work =</b>						<b>\$2,408.70</b>
9	LF	1 1/2" PVC	\$12.00		410	\$4,920.00
10	LF	3' solid PVC (structural)	\$36.00		110	\$3,960.00
11	EA	borings	\$1,800.00		4	\$7,200.00
12		Plus 10% for subcontractor				\$1,608.00
<b>Adjustment for changes in work =</b>						<b>\$17,688.00</b>
13	Roll	Flashing \$138.00/roll	\$138.00		1	\$138.00
14	\$18.50/hr	Installation	\$18.50		2	\$37.00
15	LS	Delivery fuel surcharge	\$15.00		1	\$15.00
16		Plus 44.68% of labor & 15% of OH & P				\$45.03
<b>Adjustment for changes in work =</b>						<b>\$235.03</b>
17	LS	Caulking in stone: Columbarium (4 joints)	\$1,242.00		1	\$1,242.00
18	LS	Caulking in stone: Spirit Gate (2 joints at ramp & 4 joints at radius v	\$1,490.00		1	\$1,490.00
19	LS	Caulking in stone: Serpentine low wall (55 joints)	\$5,485.00		1	\$5,485.00
20	LS	Plus 10% for subcontract				\$821.70
<b>Adjustment for changes in work =</b>						<b>\$9,038.70</b>
21	CY	Gravel	\$20.00		35	\$700.00
22	LS	Crane, Bucket and Labor	\$4,000.00		1	\$4,000.00
23	SF	Filter Fabric	\$2.50		1815	\$4,537.50
24	LS	Break and Patch Foundations	\$1,500.00		1	\$1,500.00
25	LF	4" PVC	\$12.00		50	\$600.00
26	LF	1" Irrigation Line	\$3.50		90	\$315.00
27	EA	1" Irrigation Valve	\$55.00		1	\$55.00
28	EA	Riprap Headwall	\$150.00		1	\$150.00
29	LS	Plus 10% of Line F subcontract				\$1,115.75
30	LS	Plus 15% Overhead and Profit				\$105.00
<b>Adjustment for changes in work =</b>						<b>\$13,078.25</b>
31	LS	Provide additional lateral support at exterior walls of both buildings as shown on revised drawings A-201 and A-202.	\$14,496.60			\$14,496.60
<b>Adjustment for changes in work =</b>						<b>\$14,496.60</b>
32	LS	Add reinforcing to 42 each light bollard foundations.	\$1,125.00			\$1,125.00
<b>Adjustment for changes in work =</b>						<b>\$1,125.00</b>
33	LS	Add emergency battery pack to six (6) exterior fixtures at Committal Shelter.	\$2,266.51			\$2,266.51
<b>Adjustment for changes in work =</b>						<b>\$2,266.51</b>
34	LS	Furnish and install two (2) steel columns for anchorage of entry gates. Columns secured to concrete block with masonry.	\$3,428.71			\$3,428.71
<b>Adjustment for changes in work =</b>						<b>\$3,428.71</b>
35	LS	Provide twenty new type A2 (LI6F-RECF-128TRT-6801)	\$3,915.89		1	\$3,915.89
36	LS	Total two (2) Type A2 EM Battery Pack	\$686.82		1	\$686.82
37	LS	Provide two (2) new type A2 (LI6F-RECF-128TRT-6801)	\$391.81		1	\$391.81
38	LS	Plus 10% for subcontract	\$499.45		1	\$499.45
<b>Adjustment for changes in work =</b>						<b>\$5,493.97</b>
<b>TOTAL=</b>						<b>\$69,259.47</b>

\*Items A1, A2, A6, A7 and A9 on this Change Order are accepted by ratification of work already completed.

**THE NET EFFECT OF THIS CHANGE ORDER IS A 0.98% INCREASE**

ORIGINAL CONTRACT AMOUNT	\$7,072,579.00		
Change Order No. 1	(\$3,438.70)	-0.05%	CHANGE
Change Order No. 2	\$86,160.50	1.22%	CHANGE
Change Order No. 3	\$69,259.47	0.98%	CHANGE
REVISED CONTRACT AMOUNT	<u>\$7,224,560.27</u>	2.15%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	240 Days
Time Extension No. 1 (C.O. #1)	10 Days
Time Extension No. 2 (C.O. #2)	14 Days
Time Extension No. 3 (C.O. #3, Item A2)	4 Days
Time Extension No. 4 (C.O. #3, Item A4)	3 Days
Time Extension No. 5 (C.O. #3, Item A5)	4 Days
Time Extension No. 6 (C.O. #3, Item A6)	34 Days
Time Extension No. 7 (C.O. #3, Item A10)	12 Days
Revised Contract Time	<u>321 Days</u>

SUBSTANTIAL COMPLETION DATE February 8, 2009  
 Revised Substantial Completion Date April 30, 2009

APPROVED

Michael A. Martin 11/26/08  
 A/E CONTRACTOR Date

Jim D. DeKlan 11/26/08  
 CONSTRUCTION CONTRACTOR Date

Craig Parker 11-26-08  
 PROJECT MANAGER Date

N/A  
 CITY ENGINEER Date

Charles R. Stone 2-Dec-08  
 DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
 DIRECTOR OF FISCAL SERVICES Date

John C. Fiero 12-9-08  
 CITY ATTORNEY Date

\_\_\_\_\_  
 MAYOR Date

\_\_\_\_\_  
 CITY SECRETARY Date

\_\_\_\_\_  
 CITY MANAGER Date

\*Items A1, A2, A6, A7 and A9 on this Change Order are accepted by ratification for work already completed.

**December 16, 2008  
Consent Agenda Item 2h  
Transportation Funding Options Resolution**

**To:** Glenn Brown, City Manager

**From:** City Manager's Office

**Agenda Caption:** Presentation, possible action, and discussion on the transportation funding options resolution recommended by the Council Transportation Committee.

**Recommendation(s):** The Council Transportation Committee will be considering this resolution at its December 15 meeting.

**Summary:** Transportation funding is an important issue facing the City of College Station as well as the entire State of Texas. As the 2009 Texas Legislative Session draws closer, the Transportation Committee is working on a resolution of support for additional local and regional transportation funding options. These include but are not limited to vehicle registration fees, new and used car sales tax, and driver license fees. It is important for any potential funding options to be flexible in order to meet the specific needs of the community.

The resolution is being considered by the Transportation Committee at its meeting on December 15. The resolution addresses the part of the Council Transportation Committee's 2008-2009 Work Plan regarding funding options.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Resolution will be provided to Council prior to the meeting

**16 December 2008  
Regular Agenda Item 1  
Rental Registration**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4 "Business Regulations", of the Code of Ordinances of the City of College Station, requiring rental registration of single family and duplex dwelling units.

**Recommendation:** Staff recommends approval of the rental registration ordinance with an effective date of March 1, 2009.

**Summary:** In mid 2008, the Strong and Sustainable Neighborhood Action Plan was approved by Council. This plan was designed to address multiple neighborhood integrity issues within a comprehensive neighborhood integrity program. In the plan, one of the action items that was suggested was a rental registration program for single family and duplex dwelling units. Staff researched the issue and received council direction to draft an ordinance for a rental registration program. The rental registration program is intended to allow for quicker code enforcement capabilities and provide Fire and Police crews the ability to make quick contact with the property owner during an emergency response. The information that will be collected in the registration process includes a mandatory local point of contact, owner information and the current number and names of tenants on the lease.

**Budget & Financial Summary:** Council directed staff to proceed with development of the rental registration ordinance with a fee attached. The fee (\$15) will help fund the expenses related to administering and developing a database for rental property owners.

**Attachments:**

1. Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 4, "Business Regulations," of the Code of Ordinances of the City of College Station be amended so as to add Section 19, "Rental Registration of Single Family and Duplex Dwelling Units," as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective March 1, 2009 after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

APPROVED:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Ben White, MAYOR

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”**

That Chapter 4, “Business Regulations,” of the Code of Ordinances of the Code of the City of College Station, Texas, is hereby amended by adding Section 19, “RENTAL REGISTRATION OF SINGLE FAMILY AND DUPLEX DWELLING UNITS”, as set out hereafter to read as follows:

“SECTION 19: RENTAL REGISTRATION OF SINGLE FAMILY AND DUPLEX DWELLING UNITS”

**A. DEFINITIONS**

- (1) Rental Property: - Any single family or duplex dwelling unit that is not owner occupied or otherwise excepted by this section, regardless if rent is charged.
- (2) Duplex Dwelling: - A residential structure providing complete, independent living facilities for two separate families, including permanent provisions for living, sleeping, cooking, eating and sanitation in each unit.
- (3) Single Family: - A residential unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, cooking, eating and sanitation.

**B. REGULATIONS**

- (1) Each owner and real estate manager of single family and duplex residential property that serves as rental property shall be required to annually register the property as well as upon any of the conditions listed below changing, with the City of College Planning and Development Services Department. The information required to register the property is as follows:
  - (a) Address of the rental property
  - (b) Owner and contact information for the owner.
  - (c) Type of property such as single family or duplex.
  - (d) Local contact person with contact information, in the case of an absentee owner. The local contact person cannot be someone who is listed on the lease. Local contact must reside within thirty (30) miles of the College Station City Hall.
  - (e) Names and contact information of all persons listed on the lease.
  - (f) Other information as deemed necessary by the Administrator
- (2) A fee of Fifteen Dollars (\$15) shall be assessed at the time of registration.

**C. EXCEPTION**

A property owner or member related by blood, adoption, guardianship, or marriage to the owner, that resides on the property may have one (1) renter and is not required to register as having rental property.

ORDINANCE NO. \_\_\_\_\_

Page 2

The property is subject to the limitations of unrelated individuals as living on the property as provided in the definition of family in the Unified Development Ordinance.

**16 December 2008  
Regular Agenda Item 2  
Party Host Responsibilities**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 1 "General Provisions", of the Code of Ordinances of the City of College Station, Texas implementing party host responsibilities in residential areas.

**Recommendation:** Staff recommends approval of the host responsibilities ordinance.

**Summary:** In mid 2008, the Strong and Sustainable Neighborhood Action Plan was approved by Council. This plan was designed to address multiple neighborhood integrity issues within a comprehensive neighborhood integrity program. In the plan, one of the strategies was to provide for additional enforcement tools to address neighborhood integrity issues. It was recommended that the City code be amended to codify host responsibilities for parties in residential areas. Staff researched the issue and received council direction to draft an ordinance for host responsibilities. This ordinance is intended to outline the responsibilities of the host and provide the potential consequences for failing to meet the specified expectations. Responsibilities of the host will include items related to parking, noise, litter and alcoholic beverages.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 7, "HEALTH & SANITATION," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE SPECIFIED SECTION AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 7, "Health & Sanitation," of the Code of Ordinances of the City of College Station, be amended to add Section 11, "HOST RESPONSIBILITIES OF PARTIES IN RESIDENTIAL AREAS," as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty Five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST

APPROVED:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Ben White, Mayor

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

That Chapter 7, "Health & Sanitation," of the Code of Ordinances of the Code of the City of College Station, Texas, is hereby amended by adding Section 11, "HOST RESPONSIBILITIES OF PARTIES IN RESIDENTIAL AREAS", as set out hereafter to read as follows:

"SECTION 11: HOST RESPONSIBILITIES OF PARTIES IN RESIDENTIAL AREAS"

**A. DEFINITIONS**

For purposes of this section the following definition of terms shall be used:

- (1) Host means the owner of the property as listed with the Brazos County Appraisal District and/or those persons listed on the lease for the property.
- (2) Party means a planned or unplanned gathering of people.
- (3) Residence shall mean a dwelling unit in an apartment, townhouse, duplex or other multi-family residential structure, or a single-family residence. Residence includes the entire premises of a residence, including the residence building, garage, carport, driveway and yard, and adjacent common areas, parking areas, sidewalks and streets.
- (4) Residential area means an area that is within a residential zoning district.
- (5) Unlawful level of noise means any sound that because of its volume, level, duration or character annoys, disturbs, injures or endangers the comfort health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the City.

**B. RESPONSIBILITIES OF HOSTS**

- (1) It is unlawful for a host to fail:
  - a. To advise his/her guests of the parking regulations as set forth in Chapter 10 of the Code of Ordinances;
  - b. To ensure that noise from the host's party does not reach an unlawful level, and
  - c. To ensure that litter related to the host's party is properly disposed of by 10 a.m. of the day after the party started.
- (2) It is not a defense to prosecution for violations of any law or ordinance that a security officer or officers who were hired for a party failed to properly fulfill the host's duties in subsection (1) of this section.

- (3) It is prima facie evidence that the host violated subsection (1) if a police or code enforcement officer issues the host a written warning or citation to person's attending the host's party for violation of any of Part B (1) a through d of this section.

**C. ENFORCEMENTS OF OTHER LAWS**

Nothing in this division affects a peace officer's authority to enforce other laws such as disorderly conduct, littering, parking and alcohol-related offenses against persons who violate those laws.

**D. PENALTY**

The general penalty provision set forth in Chapter 1 of the College Station Code of Ordinances shall apply to violations of this ordinance.

**16 December 2008**  
**Regular Agenda Item 3**  
**Incorporate the Subdivision Regulations into the Unified  
Development Ordinance and make other process changes**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an ordinance to delete Chapter 9 of the City of College Station Code of Ordinances, Subdivisions, and amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO), to incorporate Chapter 9 into Chapter 12 and make procedural changes and other revisions.

**Recommendation:** The Planning and Zoning Commission considered this item at their November 20<sup>th</sup> meeting and voted 6-0 to recommend approval of the request. Staff also recommended approval.

**Summary:** The Unified Development Ordinance (UDO) was adopted in 2003. When adopted it did not incorporate the Subdivision Regulations and the City has been working to develop revised Subdivision Regulations and incorporate them. Since previous efforts to perform a single holistic rewrite of the regulations have not been attained, Staff identified a multi-phased approach earlier this year. This approach was to incorporate the existing subdivision regulation language into the UDO with only minor corrections and then accomplish the substantive revisions later through defined policy areas in order to make the process more manageable.

In further developing this approach, it was recognized that incorporating the Subdivision Regulations into the UDO would require more than the minor corrections anticipated. As such, some of the growth management items to address health, safety and welfare concerns, particularly those in the Extra-territorial Jurisdiction were considered separately and adopted by Council on November 5<sup>th</sup>. The proposed ordinance amendment incorporates the Subdivision Regulations into the UDO and makes other revisions for internal consistency and to address concerns identified by the Council, Planning & Zoning Commission and Staff.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Draft Planning & Zoning Commission Meeting minutes, November 20, 2008
2. Ordinance for Unified Development Ordinance
3. Ordinance for Subdivision Regulations



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, November 20, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Noel Bauman, Paul Greer, Doug Slack, Thomas Woodfin and Hugh Stearns

**COMMISSIONERS ABSENT:** Bill Davis

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, Planning Administrator Molly Hitchcock, Director Bob Cowell, Assistant Directors Lance Simms and Gabriel Elliott, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:10 p.m.

**Regular Agenda**

9. Public hearing, presentation, possible action, and discussion regarding an ordinance to delete Chapter 9 of the City of College Station Code of Ordinances, Subdivisions, and amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO), to incorporate Chapter 9 into Chapter 12 and make procedural changes and other revisions. **Case #08-00500248 (JS)**

Jason Schubert, Staff Planner, presented the ordinance to incorporate the Subdivision Regulations into the Unified Development Ordinance.

There was general discussion regarding the ordinance.

Chairman Nichols opened the public hearing.

Rick Young, 5250 Hidden Acres Drive, gave a presentation regarding the flooding of his property that was caused by the Meadowcreek development.

Chairman Nichols closed the public hearing.

**Commissioner Bauman motioned to recommend approval of the incorporation of the Subdivision Regulations into the Unified Development Ordinance. Commissioner Slack seconded the motion, motion passed (6-0).**

17. Adjourn.

**Commissioner Bauman motioned to adjourn the meeting. Commissioner Woodfin seconded the motion, motion passed (6-0).**

**Meeting adjourned at 2:47 a.m.**

DRAFT

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 2 "DEVELOPMENT REVIEW BODIES," ARTICLE 3 "DEVELOPMENT REVIEW PROCEDURES," ARTICLE 5 "DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS," ARTICLE 8 "SUBDIVISION DESIGN AND IMPROVEMENTS" AND ARTICLE 11 "DEFINITIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW RELATING TO RULES AND PROCEDURES FOR SUBDIVISIONS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 2.2 "Planning and Zoning Commission," Section 2.6, "Administrator," Article 3 "Development Review Procedures," Section 5.9 "Single-Family Overlay Districts," Article 8 "Subdivision Design and Improvements," and Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective January 1, 2009.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"****Part I**

That Chapter 12, "Unified Development Ordinance," Section 2.2 "Planning and Zoning Commission," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subSection 2.2.D.3 "Final Action" to read as follows:

**3. Final Action**

The Planning and Zoning commission shall hear and take final action on the following:

- a. Applicable appeals of decisions of the Design Review Board;
- b. Preliminary and final plats, replats, development plats, and minor plats not approved by staff as set forth in the Plat Review Section in Article 3 of this UDO;
- c. Waivers of the standards in Article 8, Subdivision Design and Improvements;
- d. Appeal of the Administrator's denial of a final minor or amending plat;
- e. Appeal of the Administrator's denial to amend the color palette for Northgate roof colors;
- f. Appeal of the Administrator's denial of an alternative parking plan; and
- g. Appeal of the Administrator's interpretation of the provisions of Article 8, Subdivision Design and Improvements.

**Part II**

That Chapter 12, "Unified Development Ordinance," Section 2.6 "Administrator," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subSection 2.6.B.2 "Interpretation" to read as follows:

**2. Interpretation**

The Administrator is responsible for interpreting the provisions of this UDO. The Administrator shall make written interpretations of this UDO, when requested, setting forth the reasons and explanation therefore.

**Part III**

That Chapter 12, "Unified Development Ordinance," Article 3 "Development Review Procedures," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said Article to read as follows:

**Article 3. Development Review Procedures****3.1 General Approval Procedures**

- A. **Conformity with Unified Development Ordinance (UDO) and the Comprehensive Plan**  
The provisions of this UDO and the Comprehensive Plan shall apply to and be binding on any and all persons, firms, or corporations who singly or jointly seek to develop, redevelop, or otherwise change existing land uses within the corporate limits of the City of College Station

and, where applicable, its extraterritorial jurisdiction (ETJ). Compliance with the UDO and the Comprehensive Plan includes the dedication and construction of identified infrastructure, right-of-way or improvement of specified facilities including but not limited to sidewalks, bikeways, thoroughfares, etc.

**B. Preapplication Conference**

Prior to the submission of an application required by this UDO, applicants are encouraged to schedule and attend an optional preapplication conference with the City Staff prior to submitting any application. Preapplication conferences with City Staff may be used to discuss, in general, procedures, standards, or regulations relating to a proposed development. If a preapplication conference is requested, the Administrator will require the applicant to submit information prior to the preapplication conference to allow staff time to review the proposal.

**C. Application Forms and Fees**

The following regulations shall apply to all applications:

**1. Forms**

Applications required under this UDO shall be submitted using correct completed forms, where applicable, with any requested information and attachments, and in such numbers, as required by the City, including any checklists for submittals. The Administrator shall have the authority to request any other pertinent information required to ensure compliance with this UDO.

**2. Electronic Submission Required**

All plats and site plans shall be prepared and submitted upon request in an electronic form acceptable to the Administrator and compatible with the City's Geographic Information System (GIS).

**3. Fees**

- a. Filing fees shall be established from time-to-time by resolution of the City Council for the purpose of defraying the actual cost of processing the application.
- b. All required fees shall be made payable to "The City of College Station."
- c. An applicant who has paid the appropriate fee pursuant to submission of an application, but who chooses to withdraw such application prior to any notification, review, or action taken, shall be entitled to a refund of fifty percent (50%) of the total amount paid upon written request to the City except that the filing fee required for text or map amendments shall not be refundable.
- d. The Administrator may waive or reduce development-related fees on a case-by-case basis. The following criteria shall be used by the Administrator to evaluate such requests:
  - 1) The applicant is not financially able to pay the fees; and
  - 2) The City is requesting a change to the approved plat.

**D. Application Deadline**

All applications shall be completed and submitted to the Administrator in accordance with a schedule established by the City. An application shall not be considered officially submitted until it has been determined to be complete in accordance with this UDO.

**E. Application Completeness**

An application shall be considered submitted only after the Administrator has determined it is complete. This includes determining whether it is accompanied with any required forms, mandatory information (including all exhibits), and the applicable fee. If an application is determined to be incomplete, no further processing of the application shall occur until the deficiencies are corrected. An application of any kind under this Article expires and application fee forfeited on or after the forty-fifth (45<sup>th</sup>) day after the application is deemed

incomplete if:

1. The applicant fails to provide documents or other information necessary to comply with the technical requirements of this UDO as to form and content of the submittal;
2. The City notifies the applicant, in writing, of the failure to provide specific documents or other information within ten (10) business days from the filing date, noting the date the application will expire if same is not provided; and
3. The applicant fails to provide the specified documents or other information within the time provided in the notice.

**F. F. Required Public Notice**

1. Summary of Notice Required

Notice shall be required for development review as shown in the following table.

Application Type	Published	Mailed	Agenda Posted
Comprehensive Plan Amendment	X		X
Zoning Map Amend. (Rezoning)	X	X	X
UDO Text Amendment	X		X
Conditional Use Permit	X	X	X
Subdivision - Replats*	X*	X*	X
Design District - Site Plan/Bldg.			X
Certificate of Appropriateness			X
Certificate of Demolition (No economically viable use)	X	X	X
Variances – ZBA	X	X	X
Appeals – Site Plan & Driveway			X
Waiver – Subdivision Design			X
Waiver – Buffer Requirements			X
Administrative Appeals	X		X

\* Only when required per the Local Government Code.

*Per Ordinance No. 3110 (September 22, 2008)*

2. Specific Notice Requirements

a. Published Notice

A Public Hearing Notice shall be placed by the Administrator at least once in the official newspaper of the City before the fifteenth (15<sup>th</sup>) day before the date of the hearing for the purpose of notifying the public of the time and place of such public hearing and the substance of the public hearing agenda items that may be considered or reviewed.

*Per Ordinance No. 2906 (June 22, 2006)*

b. Mailed Notice

A notice of public hearing shall be sent to owners of record of real property, as indicated by the most recently approved municipal tax roll, within two-hundred feet (200') of the parcel under consideration. The notice may be served by its deposit in the municipality, properly addressed with postage paid, in U.S. mail before the fifteenth (15<sup>th</sup>) day before the date of the hearing.

c. Content of Notice

A published or mailed notice shall provide at least the following specific information:

- 1) The general location of land that is the subject of the application;
- 2) The substance of the application, including the magnitude of proposed development and the current zoning district;

- 3) The time, date, and location of the public hearing; and
- 4) A phone number to contact the City.

**3. Public Hearing Signs**

For the purpose of notifying the public, the Administrator may require the installation of a sign on the property prior to the public hearing. The specifications including size, location, and content of public hearing signs shall be established by the Administrator.

**4. Required Hearings and Reviewing Body**

The following table illustrates the types of review requiring a public hearing and the review body responsible for conducting the hearing.

Application Type	Zoning Board of Adjustment	Landmark Commission	Planning and Zoning Commission	City Council
Comprehensive Plan Amendment			X	X
Zoning Map Amendment (Rezoning)			X	X
Zoning Map Amendment (Rezoning - Historic Preservation Overlay District)		X	X	X
Certificate of Demolition (No economically viable use)		X		
UDO Text Amendment			X	X
Conditional Use Permit			X	X
Subdivision*			X	
Variances – ZBA	X			
Administrative Appeals	X			

\* Only when required per the LOCAL GOVERNMENT CODE.  
*Per Ordinance No. 3110 (September 22, 2008)*

**G. Simultaneous Processing of Applications**

Two or more forms of review and approval are typically required in the development process. Development proposals that require applications for Zoning Map Amendments (Rezoning) are required to be acted upon by the City Council before plat and other development applications will be accepted for review by the City. In addition, Preliminary Plats are to be acted upon by the Planning & Zoning Commission before a subsequent Final Plat is considered. Other applications for development approvals may, at the option of the Administrator, be processed simultaneously, so long as the approval procedures for each individual application can be completed pursuant to the requirements of this UDO. Such processing shall occur at the applicant's own risk.

**H. Dormant Projects**

- 1. Any individual permit, authorization or approval required in this UDO expires twenty-four (24) months from the date of making complete application for same or from the date vesting occurs pursuant to Chapter 245 TEXAS LOCAL GOVERNMENT CODE if no progress has been made towards completion of the project or if the expiration date is not otherwise extended pursuant to the terms of this UDO.
- 2. For projects requiring more than one permit, authorization or approval, there shall be an expiration date of five (5) years from the date the first complete application is filed for the project or from the date vesting occurs pursuant to Chapter 245 TEXAS LOCAL GOVERNMENT CODE if no progress is made towards completion of the project or if the expiration date is not otherwise extended pursuant to the terms of this UDO.
- 3. For purposes of this Section, progress towards completion of the project is as defined by Chapter 245 TEXAS LOCAL GOVERNMENT CODE.

**I. Appeals**

An appeal of any final decision shall be filed with the appropriate entity within thirty (30) days. If no appeal is filed within thirty (30) days, the decision shall be final.

**3.2 Zoning Map Amendment (Rezoning)**

**A. Purpose**

To establish and maintain sound, stable, and desirable development within the territorial limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area or extend the boundary of an existing zoning district. All amendments shall be in accordance with the Comprehensive Plan as may, from time to time, be amended.

**B. Initiation of Amendments**

An amendment to the Official Zoning Map may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. The property owner(s).

**C. Amendment Application**

A complete application for a zoning map amendment shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO and herein.

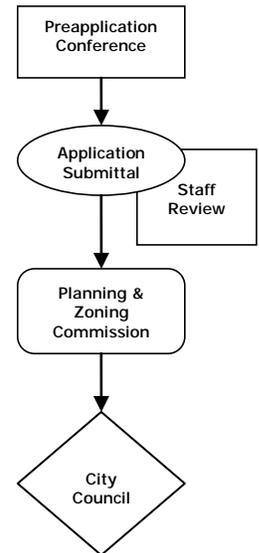
1. As applicable, applicants shall submit the information, documents, and materials set forth in the Traffic Impact Analyses Section in Article 7 of this UDO.
2. Application requests for a Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) shall provide the following additional information:
  - a. A written statement of the purpose and intent of the proposed development;
  - b. A list and explanation of the potential land uses permitted; and
  - c. A concept plan as described in Concept Plan Review Section in Article 3 of this UDO.

*Per Ordinance No. 2981 (May 24, 2007)*

3. Application requests for a Neighborhood Prevailing Overlay District (NPO) shall provide the following additional information:
  - a. An original plat of the subdivision; and
  - b. A petition including dated signatures by sixty percent (60%) of current property owners in the neighborhood in support of the overlay; and
  - c. Contact information for all Neighborhood Association or Homeowners Association committee members.
4. Application requests for a Neighborhood Conservation Overlay District (NCO) shall provide the following additional information:
  - a. An original plat of the subdivision;
  - b. A petition including dated signatures by sixty percent (60%) of the property owners in the neighborhood in support of the overlay;
  - c. Contact information for all Neighborhood Association or Homeowners Association committee members;
  - d. A list of six (6) property owners in the neighborhood to serve on neighborhood stakeholder committee; and
  - e. A checklist of the proposed items to be included in the Conservation Study.

*Per Ordinance No. 3029 (December 13, 2007)*

4. Application request for a Historic Preservation Overlay District shall provide the following additional information:



- a. An inventory and survey of structures to be included in the rezoning, submitted on a form provided by the Historic Preservation Officer;
- b. A current photograph of each property included in the rezoning, and its improvements;
- c. Historical photographs, where available; and
- d. A completed Designation Report. Upon initiation of the historic designation procedure, the Historic Preservation Officer shall coordinate research to compile a written report regarding the historical, cultural, and architectural significance of the place or area proposed for historic designation at the request of the applicant, but the rezoning application will not be considered complete until the report has been completed. A Designation Report shall include a statement on each of the following to the extent that they apply:
  - 1) A listing of the architectural, archaeological, paleontological, cultural, economic, social, ethnic, political, or historical characteristics upon which the nomination is based;
  - 2) A description of the historical, cultural and architectural significance of the structures and sites;
  - 3) Identification of contributing and noncontributing resources to the proposed district; and
  - 4) A description of the boundaries of the proposed Historic Preservation Overlay District, including subareas and areas where new construction will be prohibited.

*Per Ordinance No. 3110 (September 11, 2008)*

#### **D. Approval Process**

##### **1. Preapplication Conference**

Prior to the submission of an application for a Zoning Map Amendment, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

If the Administrator determines that the map amendment request is not in conformity with the Comprehensive Plan, he shall not accept the application for the map amendment, and no further processing shall occur until the map amendment is in conformity.

##### **2. Required Meetings**

###### **a. Neighborhood Meeting.**

Prior to the submission of an application for a Zoning Map Amendment for a NPO or NCO Overlay Rezoning, all potential applicants shall request to set up a Neighborhood Meeting with City Staff.

###### **b. Historic Preservation Officer.**

Prior to the submission of an application for a Zoning Map Amendment for a Historic Preservation Overlay District rezoning, all potential applicants shall request a Neighborhood Meeting with the Historic Preservation Officer. The purpose of the meeting is to present information about the proposed overlay and explain the process of rezoning to the neighborhood.

*Per Ordinance No. 3110 (September 11, 2008)*

##### **3. Review and Report by Administrator**

With the exception of applications for Historic Preservation Overlay Districts, once the application is complete, the Administrator shall review the proposed amendment to the Official Zoning Map in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and give a report to the Planning and Zoning Commission on the date of the scheduled public hearing.

*Per Ordinance No. 3110 (September 11, 2008)*

**4. Review and Report by Historic Preservation Officer**

An application for a Historic Preservation Overlay District rezoning shall be reviewed by the Historic Preservation Officer, who shall review the proposed amendment in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and the Historic Preservation Overlay District Section in Article 5, and give a report to the Landmark Commission on the date of the scheduled public hearing.

*Per Ordinance No. 3110 (September 11, 2008)*

**5. Referral To Landmark Commission**

The Historic Preservation Officer, upon receipt of an application to amend the Official Zoning Map to a Historic Preservation Overlay District, shall refer the same to the Landmark Commission for study, hearing, and report. The Planning and Zoning Commission may not hold a public hearing or make a report to the City Council until it has received a report from the Landmark Commission.

*Per Ordinance No. 3110 (September 11, 2008)*

**6. Recommendation by Landmark Commission**

The Landmark Commission shall publish, post, and mail public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO. The Landmark Commission shall hold a public hearing and make a recommendation to the Planning and Zoning Commission.

*Per Ordinance No. 3110 (September 11, 2008)*

**7. Referral To Planning and Zoning Commission**

With the exception of applications for Historic Preservation Overlay Districts, the Administrator, upon receipt of petition to amend the Official Zoning Map, shall refer the same to the Commission for study, hearing, and report. For an application to amend the Official Zoning Map to a Historic Preservation Overlay District, the Historic Preservation Officer shall refer the same to the Planning and Zoning Commission for study, hearing, and report with the report of the Landmark Commission. The City Council may not enact the proposed amendment until the Planning and Zoning Commission makes its report to the City Council.

*Per Ordinance No. 3110 (September 11, 2008)*

**8. Recommendation by Planning and Zoning Commission**

The Planning and Zoning Commission shall publish, post, and mail public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO. The Commission shall hold a public hearing and recommend to the City Council such action as the Commission deems proper.

**9. City Council Action**

**a. Notice**

The City Council shall publish, post, and mail public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, and hold a public hearing before taking final action on an application to amend the Official Zoning Map.

*Per Ordinance No. 3110 (September 11, 2008)*

**b. Public Hearing**

The City Council shall hold a public hearing and approve, approve with modifications, or disapprove the application to amend the Official Zoning Map.

**c. Effect of Protest to Proposed Amendment**

If a proposed change to this UDO or rezoning is protested in accordance with Chapter 211 of the TEXAS LOCAL GOVERNMENT CODE, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the City Council. The protest must be written and signed by the owners of at least twenty percent (20%) of either the area of lots covered by the proposed change, or of the area of the lots or land immediately adjoining the area

covered by the proposed change and extending two hundred feet (200') from that area.

**d. Review Criteria**

In determining whether to approve, approve with modifications, or disapprove the proposed Official Zoning Map amendment, the City Council shall consider the following matters regarding the proposed amendment:

- 1) Consistency with the Comprehensive Plan;
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment;
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment;
- 5) Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 6) Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use.
- 7) In addition, for proposed amendments to Historic Preservation Overlay Districts, the City Council shall consider if the proposed amendment contains property(ies) and an environmental setting which meets two or more of the criteria for designation of a Historic Preservation Overlay District as described in the Historic Preservation Overlay District Section in Article 5 of this UDO.

*Per Ordinance No. 3110 (September 11, 2008)*

**e. Effect of Historic Preservation Overlay District Zoning Upon Official Public Records**

Upon designation of a property with a Historic Preservation Overlay District, the City Council shall cause the designation to be recorded in the Official Public Records of Real Property of Brazos County, Texas, the tax records of the City of College Station, and the Brazos County Appraisal District, as well as the official zoning map of the City of College Station.

*Per Ordinance No. 3110 (September 11, 2008)*

**E. Limitation on Reapplication**

If an application for rezoning is denied by the City Council, another application for reclassification of the same property or any portion thereof shall not be considered within a period of one-hundred and eighty (180) days from the date of denial, unless the Planning and Zoning Commission finds that one of the following factors are applicable:

*Per Ordinance No. 3110 (September 11, 2008)*

1. There is a substantial change in circumstances relevant to the issues and/or facts considered during review of the application that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed in the application;
2. New or additional information is available that was not available at the time of the review that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed;
3. A new application is proposed to be submitted that is materially different from the prior application (e.g., proposes new uses or a substantial decrease in proposed densities and intensities); or
4. The final decision on the application was based on a material mistake of fact.

**F. Repeal of a Single-Family Overlay District**

A repeal of a single-family overlay district may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. By petition of sixty percent (60%) of the property owner(s) in the subject district.

A repeal of a single-family overlay district is considered a rezoning and is subject to the Zoning Map Amendment requirements herein.

*Per Ordinance No. 3029 (December 13, 2007)*

**3.3 Plat Review**

**A. Applicability.** This Section applies to the subdivision and development of property as set forth herein.

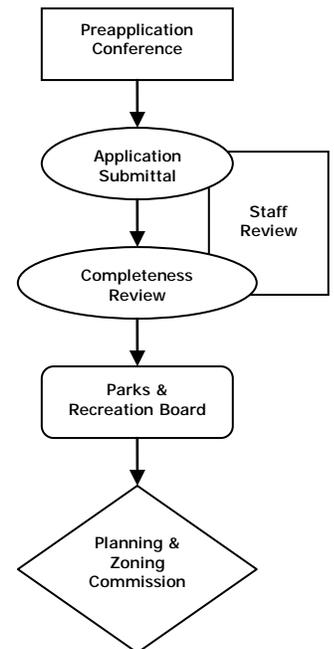
**1. Subdivision Plat Required**

a. Subdivision of property within the City limits or extraterritorial jurisdiction (ETJ) of the City of College Station is required to be approved in accordance with applicable state law and as set forth herein when one or more of the following occurs:

- 1) The division of land (for any purpose) into two or more parcels to lay out a subdivision of the tract, including an addition to the City, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on to or adjacent to the streets, alleys, squares, parks or other parts;
- 2) Development on a parcel not previously legally subdivided;
- 3) Resubdivision of land that has previously been platted; or
- 4) Amendment of any approved plat.

**b. Types of Subdivision Filings Required**

- 1) **Preliminary Plat:** A Preliminary Plat is required for the subdivision of all property within the City limits or ETJ of the City of College Station.
- 2) **Final Plats:** A Final Plat is required for the subdivision of all property within the City limits or ETJ of the City of College Station. The Final Plat shall conform to the Preliminary Plat as approved by the Planning and Zoning Commission, provided it incorporates all changes, modifications, corrections, and conditions imposed by the Planning and Zoning Commission; and provided further, that it conforms to all requirements of these regulations and the City's Comprehensive Plan.
- 3) **Minor and Amending Plats.** Pursuant to Section 212.0065, Subchapter A, "Regulations of Subdivisions," Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE, the City Council of the City of College Station delegates the Administrator the ability to approve the following plats in accordance with the procedure set forth herein:
  - (a) Amending Plats described in Section 212.016, Subchapter A, "Regulations of Subdivisions," Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE;





2. A complete application for review shall be submitted to the Administrator including payment of a fee as set forth in this UDO. All Plans and Plats shall be submitted upon request in an electronic form acceptable to the Administrator and compatible with the City's Geographic Information System (GIS). The signatures of all owners of land within the boundary of the plat shall be required on the application. A representative of an owner may sign the application provided a written letter of agency is provided to the City with the application. If the property owner is not an individual but an entity (e.g., business or trust), the application must be accompanied by proof of authority for the individual to sign on behalf of the entity.
3. When required to submit the following, the applications shall comply with and/or show the following information:
  - a. **Preliminary Plats.** When submitting preliminary plats, the following information is required:
    - 1) The plat shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8 Subdivision Design and Improvements;
    - 2) Provide the plat on sheets twenty-four inches (24") by thirty-six inches (36") to a scale of one-hundred feet (100') per inch or larger. Smaller scales may be allowed at the discretion of the Administrator. If more than one (1) sheet, provide an index sheet at a scale of five-hundred feet (500') per inch or larger;
    - 3) The words "PRELIMINARY PLAT - NOT FOR RECORD" shall appear on the plat in letters one-half inch (½") high;
    - 4) The date the plat was submitted and the dates of any revisions shall legibly appear on the plat;
    - 5) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the County it is located;
    - 6) The name and address of all property owners, developers and subdividers, planners, engineers, and surveyors;
    - 7) The legal description by metes and bounds of the subdivision or development which shall close within accepted land survey standards. An accurate location of the subdivision or development should be provided by reference to an established survey or league corner, subdivision corner, or other known point;
    - 8) Primary control points or descriptions and ties to such control point, to which, later, all dimensions, angles, bearings, block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the survey or tract, or an original corner of the original survey of which it is a part;
    - 9) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
    - 10) The name of contiguous subdivisions and names of owners of contiguous parcels, and an indication whether or not contiguous properties are platted;
    - 11) The following existing features shall be shown:
      - (a) The location, dimension, name and description of all recorded streets, alleys, reservations, easements, or other public or private rights-of-way within the subdivision or development, intersecting or contiguous with its boundaries or forming such boundaries. In the case of pipelines carrying flammable gas or fuel, the approximate location, size of line, design pressure and product transported through the line shall be shown;
      - (b) The location, dimension, description and name of all existing or recorded lots, parks, public areas, permanent structures and other sites within or contiguous with the subdivision or development;
      - (c) The location, dimensions, description, and flow line of existing watercourses and drainage structures within the subdivision, development or contiguous thereto;



- (d) The following, when applicable, shall appear on the face of the plat: (See examples in Article 8 Subdivision Design and Improvement.)
  - i. Certificate of Ownership and Dedication;
  - ii. Certificate of Surveyor and/or Engineer;
  - iii. Certificate of City Engineer;
  - iv. Approval of Commission; and
  - v. Certificate of the County Clerk.
- 6) The plat shall be accompanied by the construction documents and reports as prescribed below and bearing the seal and signature of a registered professional engineer. All shall be in accordance with the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* and shall include the following:
  - (a) Construction plans shall be provided on twenty-four inch (24") by thirty-six inch (36") sheets;
  - (b) Street, alley, and sidewalk plans, profiles, and sections, with specifications and detail cost estimates;
  - (c) Sanitary sewer plan with contours, plan and profile lines, showing depth and grades, with sewer report and detailed cost estimates;
  - (d) Water line plan showing fire hydrants, valves, etc., with specifications and water report and a detailed cost estimate. This may be combined with related information supplied for preliminary plat submissions;
  - (e) Storm drainage system plan with contours, street lines, inlets, storm sewer and drainage channels with profiles and sections. Detail drainage structure design and channel lining design if used, with specifications, drainage report, and detailed cost estimate;
  - (f) Street lighting plan showing location of lights, design, and with specifications and detailed cost estimates; and
  - (g) Any associated necessary items, including but not limited to off-site public utility easements, permits or approval of governmental agencies.
- 7) Eleven-inch (11") by seventeen-inch (17") copies of the plat (not necessarily to scale) will be requested by the Administrator when the plat has been reviewed and has the potential to be scheduled for a Planning and Zoning Commission meeting for consideration.
- 4. If the Administrator determines that an application for a plat is not in conformity with the Comprehensive Plan, such shall be denied. The applicant may amend the request to comply or may withdraw the request. The determination that the plat is not in compliance with the Comprehensive Plan may be appealed to the Planning and Zoning Commission.

#### C. Filing of Plat

For the purposes of this Section, the date of filing shall be determined as the date on which a complete application and a plat meeting all of the technical terms and conditions of this UDO, or has filed a variance request to those Sections for which the plat does not comply, is submitted. Once a complete application has been filed with the City, it will be scheduled for action by the Administrator and/or the Planning and Zoning Commission, as applicable.

#### D. Review Procedure

##### 1. General Subdivision Plat Review

###### a. Preliminary Plat Review

###### 1) Review and Recommendation by Administrator

- (a) The Administrator shall review the Preliminary Plat application for compliance with the following elements:

    - i. City's Comprehensive Plan including but not limited to the Land Use Plan, Thoroughfare Plan, Utility Master Plan, Parks and Recreation Master Plan, Bicycle, Pedestrian & Greenways Master Plan, Sidewalk Master Plan;
    - ii. Article 8, Subdivision Design and Improvement Standards;
    - iii. Plat form and content as required in the Application Requirements Section;
    - iv. If phased, the plat must demonstrate sufficiency and viability of public infrastructure for each phase; and
    - v. Other provisions of this UDO as applicable.
  - (b) The applicant will be advised of the date set for Planning and Zoning Commission consideration.
  - (c) The Administrator shall recommend approval, approval with conditions, or disapproval of the same based on compliance with the elements listed above.
- 2) **Review and Recommendation by Parks and Recreation Advisory Board**
- The Parks and Recreation Advisory Board shall review the Preliminary Plat application for compliance with the parkland dedication requirements of Article 8, Subdivision Design and Improvements, and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Planning and Zoning Commission in its plat review. Once the Board has determined compliance, the plat and subsequent plats may proceed directly to the Planning and Zoning Commission.
- 3) **Review and Action by Planning and Zoning Commission**
- Within thirty (30) days after the Preliminary Plat is considered filed with the City, the Planning and Zoning Commission shall receive the recommendations of the Administrator and the Parks and Recreation Advisory Board and shall approve, disapprove, or conditionally approve the plat with modifications based on compliance with the same elements listed in the Review and Recommendation by Administrator.
- 4) **Effect of Approval**
- (a) If a Final Plat is not filed within twenty-four (24) months of the effective date of approval of a Preliminary Plat, the Planning and Zoning Commission may, upon written application of the applicant, extend the approval for a one-time additional twelve (12) month period. The request for consideration of an extension shall be submitted to the City before the Preliminary Plat approval expires.
  - (b) Each Final Plat of a phase on an approved Preliminary Plat shall extend the expiration date of the Preliminary Plat an additional one (1) year from the date the Final Plat was approved by the Commission.
  - (c) Approval of a Preliminary Plat shall not constitute approval of a Final Plat. Application for approval of a Final Plat will be considered only after the requirements for Preliminary Plat approval as specified herein have been fulfilled and after all other specified conditions have been met.
  - (d) Upon approval of the Preliminary Plat by the Planning and Zoning Commission, the applicant may proceed to comply with the other requirements of these regulations and the preparation of the Final Plat. If a Preliminary Plat is phased, Final Plats shall only be permitted to

proceed to the Planning & Zoning Commission in the numerical order as proposed and defined on the Preliminary Plat.

**b. Final Plat and Replat Review**

**1) Review and Recommendation by Administrator**

- (a)** The Administrator shall review the plat application for compliance with the elements identified in the Preliminary Plat Review. The Final Plat will be processed in the same manner as the Preliminary Plat.
- (b)** The construction documents must be approved by the City Engineer in order for the plat to meet the terms and conditions of this UDO and be scheduled for Planning and Zoning Commission consideration.
- (c)** The applicant will be advised of the date set for Planning and Zoning Commission consideration.
- (d)** The Administrator shall recommend approval, approval with conditions, or disapproval of the same.

**2) Review and Action by Planning and Zoning Commission**

Within 30 days after the Final Plat is filed, the Planning and Zoning Commission shall receive the recommendation of the Administrator and shall approve, disapprove, or conditionally approve such Plat based on compliance with the elements listed in the Preliminary Plat Review, the Final Plat Review and the City Engineer's review of all required infrastructure proposed and approved in the construction documents and which has been constructed and accepted or guaranteed in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section in Article 8 of this UDO.

**3) Recordation**

The Final Plat shall be recorded in the Office of the County Clerk of the county in which the plat is located when all requirements and conditions have been met including a favorable action taken by the Planning and Zoning Commission.

**2. Minor and Amending Subdivision Plat Review**

**a. Review and Action by Administrator.**

The plat shall be reviewed by the Administrator for compliance to all applicable requirements of this UDO and the following:

- 1)** Consideration of the approval, approval with conditions, or recommended denial of the plat by the Development Engineer usually within fifteen (15) days of filing a Minor or Amending Plat;
- 2)** The Administrator shall approve, approve with conditions, or forward the plat to the Planning and Zoning Commission;
- 3)** If forwarded to the Planning and Zoning Commission, the Commission shall approve, disapprove, or conditionally approve the plat; and
- 4)** A report shall be made to the Commission at each meeting notifying the Commission of any Amending Plats, Minor Plats, or Replats that were approved by the Administrator since the last Commission meeting.

**b. Final Acceptance, Certification and Recordation**

If favorable final action has been taken by the Administrator or the Planning and Zoning Commission, as applicable, and when all requirements and conditions have been met, the plat shall be finally accepted, certified, and processed and recorded in the same manner as for Final Plats set forth in this Section.

**3. Development Plat Review**

a. **Review and Report by Administrator**

The Administrator shall review the Development Plat application for compliance with the City's Comprehensive Plan and the provisions of this UDO. The applicant will be advised of the date set for Planning and Zoning Commission consideration. The Administrator shall recommend approval, approval with conditions, or disapproval of the same.

b. **Review and Action by Planning and Zoning Commission**

The Planning and Zoning Commission shall approve a Development Plat if the Plat conforms to:

- 1) The City's Comprehensive Plan;
- 2) The provisions of this UDO and other applicable plans, rules, and ordinances concerning its zoning designations, current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities;
- 3) The City's ordinances and regulations with regard to the extension of the City or the extension, improvement, or widening of its roads, streets, and public highways within the City and in its extraterritorial jurisdiction (ETJ), taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities; and
- 4) Any other applicable plans, rules, or ordinances of the City.

c. **Final Acceptance, Certification and Recordation**

If favorable final action has been taken by the Planning and Zoning Commission, and when all requirements and conditions have been met, the plat shall be finally accepted, certified, and processed and recorded in the same manner as for Final Plats set forth in this Section.

**E. Waivers**

The Planning and Zoning Commission, where authorized by this UDO, may approve, approve with conditions, or disapprove waivers of the standards in Article 8, Subdivision Design and Improvements.

**F. Platting in Planned Development Districts (PDD and P-MUD)**

If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development and subdivision standards. The general modifications shall be indicated on the approved Concept Plan. The Administrator shall determine the specific standards that comply with the general modifications of the subdivision standards at the time a plat is approved. The applicant or the Administrator may have the City Council determine the specific standards that comply with the approved Concept Plan.

**G. Platting in the Extraterritorial Jurisdiction**

The City of College Station has entered into one or more written agreements with counties in which it has extraterritorial jurisdiction. Such agreements identify the authority authorized to regulate plats within the extraterritorial jurisdiction of the City, and the provisions of this Section are subject to the terms and conditions of such valid agreements. In the event such an agreement creates a direct conflict between the regulations herein and those of the particular County, the stricter standard shall apply.

**H. Failure to Obtain Plat Approval**

1. If plat approval is required for the subdivision of property or development of property and same is not properly secured:
  - a. **Prohibition of Recordation:** It shall be unlawful to offer and cause to be recorded any plat or replat of land within the City limits or ETJ of the City of College Station at the Office of the County Clerk unless the same bears the

endorsement and approval of the Planning and Zoning Commission, the Administrator, or bears a valid certificate of No Action Taken as provided for in this UDO.

- b. **Prohibition of Making Improvements:** It shall be unlawful to make any improvements, alterations or changes of any kind to such property;
- c. **No Issuance of Permits:** The City shall not issue any building, repair, plumbing, electrical or other permit relating to such property until such approval occurs;
- d. **No Provision or Maintenance of Infrastructure:** The City shall not repair, maintain, install or provide any streets, public utilities or public infrastructure of any kind to such property;
- e. **No Provision of Public Utilities:** The City shall not sell or supply water, gas, electricity, or sewerage to such property.

**2. Council Action**

- a. If any subdivision or development exists for which a plat has not been approved or in which the standards contained herein or referred to herein have not been complied with in full, the City Council may pass a resolution reciting the fact of such noncompliance or failure to secure plat approval, and reciting the fact that the provisions of this Section apply.
- b. The City Secretary shall, when directed by the City Council, cause a certified copy of such resolution under the corporate seal of the City to be recorded in the Deed Records of the County.
- c. If such compliance and plat approval are secured after the recording of such resolution, the City Secretary shall forthwith record an instrument in the Deed Records of the County stating that the property is no longer in violation.

**3.4 Concept Plan Review (PDD and P-MUD Districts)**

**A. Applicability**

A Concept Plan shall be required for all proposed Planned Development District (PDD) or Planned Mixed-Use District (P-MUD) rezonings.

*Per Ordinance No. 2981 (May 24, 2007)*

**B. Application Requirements**

A complete application for a Concept Plan shall be submitted to the Administrator with a PDD or P-MUD rezoning application as set forth in the General Approval Procedures Section in Article 3 of this UDO, unless otherwise specified in this Section.

*Per Ordinance No. 2981 (May 24, 2007)*

**C. Concept Plan Approval Process**

**1. Preapplication Conference**

Prior to submitting a Concept Plan, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

**2. Review and Report by the Parks and Recreation Advisory Board**

If the proposed area involves any required or voluntary parkland dedication, the Concept Plan must be reviewed by the Parks and Recreation Advisory Board. Parks and Recreation Advisory Board recommendations shall be forwarded to the City Council.

**3. Review and Report by the Greenways Program Manager**

If the proposed area includes a greenway dedication as shown on the Greenways Master Plan, or if the applicant is proposing greenway dedication or voluntary sale, the Concept Plan must be reviewed by the Greenways Program Manager. The Greenways Program Manager's recommendation shall be forwarded to the City Council.

**4. Review and Recommendation by the Administrator**

The Administrator shall review the Concept Plan and recommend approval, approval with conditions, or disapproval of the same.

**5. Review and Recommendation by the Planning and Zoning Commission**

The Planning & Zoning Commission shall review the Concept Plan and recommend to the City Council approval, approval with conditions, or disapproval of the same.

**6. City Council Final Action**

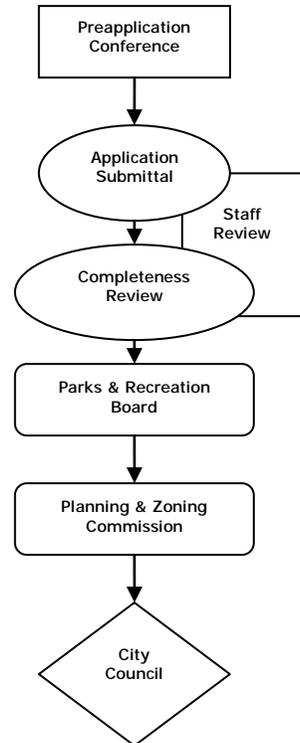
The City Council shall review the Concept Plan and approve, approve with conditions, or disapprove.

*Per Ordinance No. 2981 (May 24, 2007)*

**D. Concept Plan Requirements**

A Concept Plan shall not be considered or reviewed as a complete site plan application. The Concept Plan for the proposed development shall include the following:

1. A general plan showing the location and relationship of the various land uses permitted in the development;
2. A range of proposed building heights;
3. A written statement addressing the drainage development of the site;



4. The general location of detention/retention ponds and other major drainage structures;
5. A list of general bulk or dimensional variations sought;
6. If general bulk or dimensional variations are sought, provide a list of community benefits and/or innovative design concepts to justify the request;
7. The general location of building and parking areas;  
*Per Ordinance No. 2981 (May 24, 2007)*
8. Open spaces, parkland, conservation areas, greenways, parks, trails and other special features of the development; and
9. Buffer areas or a statement indicating buffering proposed.

**E. Review Criteria**

The Administrator and Planning and Zoning Commission shall recommend approval and the City Council may approve a Concept Plan if it finds that the Plan meets the following criteria:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

*Per Ordinance No. 2981 (May 24, 2007)*

**F. Minimum Requirements**

Unless otherwise indicated in the approved concept plan, the minimum requirements for each development shall be those stated in this UDO for subdivisions and the requirements of the most restrictive standard zoning district in which designated uses are permitted. Modification of these standards may be considered during the approval process of the Concept Plan. If modification of these standards is granted with the Concept Plan, the Administrator will determine the specific minimum requirements.

**G. Compliance with Other Regulations**

The approval of a Concept Plan shall not relieve the developer from responsibility for complying with all other applicable sections of this UDO and other codes and ordinances of the City of College Station unless such relief is granted in the approved concept plan.

**H. Owners Association Required**

An owners' association will be required if other satisfactory arrangements have not been made for providing, operating, and maintaining common facilities including streets, drives, service and parking areas, common open spaces, buffer areas, and common recreational areas at the time the development plan is submitted. If an owners' association is required, documentation must be submitted to the City at the time of platting to assure compliance with the provisions of this UDO.

**I. Modifications**

Any deviations from the approved Concept Plan shall require City Council approval except as provided for below.

*Per Ordinance No. 2981 (May 24, 2007)*

**J. Minor Amendment to Concept Plan**

Minor additions and modifications to the approved Concept Plan meeting the criteria below may be approved by the Administrator:

1. Minor additions to structures as determined by the Administrator;
2. Minor new accessory structures if the location does not interfere with existing site layout (e.g., circulation, parking, loading, storm water management facilities, open space, landscaping, buffering);
3. Minor additions to parking lots;
4. Clearing or grading of areas not depicted on the concept plan as a conservation area, greenway, or park; and
5. Final determination of the specific meritorious modifications such as setbacks, lot size, dimensional standards, etc., granted generally as part of the Concept Plan.

*Per Ordinance No. 2981 (May 24, 2007)*

**3.5 Site Plan Review**

**A. Applicability**

1. Prior to development of any use or structure other than single-family (excluding Manufactured Home Parks), duplex, or townhouse residential development, a site plan shall be approved by the City in accordance with this Section.
2. No development described in paragraph 1 above shall be lawful or permitted to proceed without final site plan approval. A site plan approved as part of a conditional use permit shall be considered a site plan approval.
3. If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development standards. The general modifications shall be indicated on the approved Concept Plan. The Administrator shall determine the specific standards that comply with the general modifications of the site development requirements at the time a site plan is approved. The applicant or the Administrator may have the City Council determine the specific standards that comply with the approved Concept Plan.

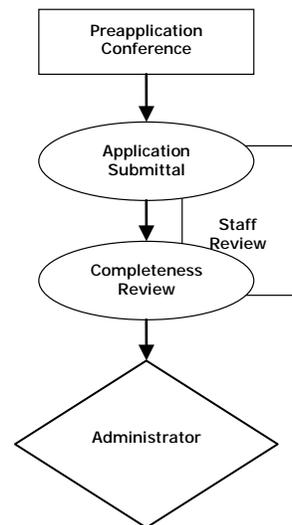
*Per Ordinance No. 2981 (May 24, 2007)*

**B. General Requirements**

All improvements reflected on approved site plans must be constructed at the time of development. All terms and conditions of site plan approval must be met at the time of development.

**C. Application Requirements**

A complete application for site plan approval shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 in this UDO. The application shall include a landscape plan illustrating compliance with the requirements of the Landscaping and Tree Protection Section in Article 7 of this UDO. Where applicable, applicants shall submit information, documents, and materials required in the Non-Residential Architectural Standards Section and Traffic Impact Analyses Section in Article 7 of this UDO.



**D. Site Plan Approval Process**

Site plan review applications shall be processed in accordance with the following requirements:

**1. Preapplication Conference**

Prior to the submission of an application for site plan approval, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

**2. Final Action by the Administrator**

If the proposed site plan is determined to be consistent with all applicable provisions of this UDO, the Administrator shall approve or conditionally approve the site plan. A determination that all such requirements and provisions have not been satisfied shall result in disapproval of the site plan and notice of such disapproval shall be given to the applicant in writing. Conditional approval must entail corrections or changes that are ministerial and explicitly spelled out.

**E. Site Plan Review Criteria**

The Administrator may request changes to the site plan to accomplish the following requirements. In order to be approved, a site plan must provide for:

1. Safe and convenient traffic control, handling, and vehicle queuing;
2. Assured pedestrian safety which may include the provision of sidewalks along the perimeter of the property;
3. Efficient and economic public utilities;
4. Public road or street access;
5. Safe and efficient internal access including public, private, or emergency;
6. Adequate parking and maneuvering areas;
7. Noise and emission control or dispersion that complies with Chapter 7, Health and Sanitation, of the City's Code of Ordinances;
8. Runoff, drainage, and flood control;
9. Visual screening of areas offensive to the public or adjacent developments such as detention areas, retaining walls, utilities and solid waste facilities;
10. Compliance with standards, guidelines, and policies of the City's adopted Streetscape Plan referenced in Article 8, Subdivision Design and Improvements;
11. Clear indication of what constitutes the building plot for purposes of signage; and
12. Location and density of buildings or dwellings where topography or characteristics of the site compel a lower density than would otherwise be allowed, or require location consistent with accepted engineering practices and principles.

**F. Appeal**

Appeals of site plans denied by the Administrator where the denial was based upon or condition imposed to assure compliance with the Site Plan Review Criteria described above, shall be submitted to the Design Review Board within thirty (30) days of the decision. If no appeal is filed within thirty (30) days, the decision shall be final.

The Design Review Board shall have the same authority as the Administrator in reviewing the site plan and taking final action. The Board may impose reasonable site-related conditions to mitigate the impacts of the development; however, they shall not impose architectural changes unless otherwise provided for in this UDO.

**3.6 Wolf Pen Creek Design District Site Plan Review**

**A. Applicability**

**1. Design District**

Prior to any development in the Wolf Pen Creek district (WPC) excluding minor additions such as storage buildings, fencing and the like, an applicant must obtain design district site plan approval under this Section.

In reviewing a project, the Design Review Board may require traffic and parking impact studies, a review of existing occupancy, and other reasonable data to determine the impact of the project.

*Per Ordinance No. 2881 (March 232006)*

**2. Design District Site Plan Review Required**

No private development shall be lawful or permitted to proceed without final design district site plan approval. Minor additions may be approved by the Administrator. Design district site plan approval shall be required for all site plans as part of a conditional use permit.

**3. General Requirements**

- a. All improvements reflected on approved site plans must be constructed at the time of development.
- b. All associated rehabilitation, façade work, and other construction must be conducted subsequent to and in compliance with approved elevations, colors, and materials. Such review may take place concurrent with the site plan review, or may take place separately, as provided in Section 3.8, Development Permit.
- c. All terms and conditions of site plan approval must be met at the time of development.

**B. Application Requirements**

A complete application for site plan approval shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO. The application shall include a landscaping plan illustrative compliance with the requirements of the Landscaping and Tree Protection Section in Article 7 of this UDO. Where applicable, applicants shall submit information, documents, and materials required in the Non-Residential Architectural Standards Section and Traffic Impact Analyses Section in Article 7 of this UDO.

*Per Ordinance No. 2881 (March 23, 2006)*

**C. Wolf Pen Creek Design District Site Plan Approval Process**

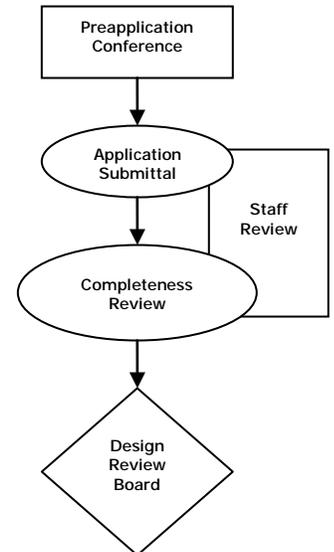
Wolf Pen Creek district site plan review applications shall be processed in accordance with the following requirements:

**1. Preapplication Conference**

Prior to the submission of an application for design district site plan approval, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

**2. Review and Report by the Administrator**

If the proposed design district site plan is determined to be consistent with all applicable provisions of this UDO, the City's Comprehensive Plan, and the Wolf Pen Creek Master Plan, or if the plan is recommended for denial or conditional approval, the



Administrator shall report such consistency, inconsistency, or proposed conditions to the Design Review Board.

**3. Review by the Design Review Board**

The Design Review Board shall review the design district site plan in a public meeting and may approve, approve with conditions or deny the application. Notice shall be provided by publication of the agenda of the meeting.

**4. Final Action by the Design Review Board**

If the proposed site plan is determined to be consistent with all applicable provisions of this UDO, including the applicable district provisions of the Design Districts Section in Article 5 of this UDO, and the review criteria below, the Design Review Board shall approve the design district site plan. A determination that all such requirements and provisions have not been satisfied shall result in disapproval of the site plan.

*Per Ordinance No. 2881 (March 23, 2006)*

**D. Design District Minor Additions Approval Process**

Minor additions to a site are accessory buildings and structures, change of solid waste disposal location, painting, and landscaping. All site plan review applications for minor additions shall be processed in accordance with the following requirements:

**1. Review by the Administrator**

The Administrator shall review the design district site plan for minor additions and may approve, approve with conditions, or deny the site plan. The Administrator may also forward the site plan to the Design Review Board for any reason.

**2. Final Action by the Administrator**

If the proposed site plan is determined to be consistent with all applicable provisions of this UDO, the City's Comprehensive Plan, and the Wolf Pen Creek Master Plan, including the applicable district provisions of the Design Districts Section in Article 5 of this UDO, and the review criteria below, the Administrator shall approve the design district site plan. A determination that all such requirements and provisions have not been satisfied shall result in disapproval of the site plan.

*Per Ordinance No. 2881 (March 23, 2006)*

**E. General Site Plan Review Criteria**

In order to be approved, a site plan must provide for:

1. Safe and convenient traffic control, handling, and vehicle queuing;
2. Assured pedestrian safety which may include the provision of sidewalks along the perimeter of the property meeting the specifications for same as outlined in Article 8, Subdivision Design and Improvements, relative to width and placement;
3. Efficient and economic public utility and sanitation access;
4. Public road or street access;
5. Satisfactory internal access including public, private, and emergency;
6. Adequate parking and maneuvering areas;
7. Noise and emission control or dispersion that complies with Chapter 7, Health and Sanitation, of the City's Code of Ordinances;
8. Visual screening of trash receptacles or other areas offensive to the public or existing adjacent development;
9. Runoff, drainage, and flood control;
10. Visual screening from the right-of-way of parking lots;
11. Compliance with standards, guidelines, and policies of the City's adopted Streetscape Plan; and

12. Determination and clear indication of what constitutes the building plot for purposes of this UDO.

**F. Additional Review Criteria for the WPC District**

The following standards, which affect the appearance of a development, shall govern the evaluation of a design submission in the WPC district:

1. Conformance to the City's Comprehensive Plan;
2. Exterior space utilization;
3. Material selection;
4. Compatibility with existing development in the design district;
5. Vehicular, pedestrian, and bicycle circulation;
6. Building location and orientation; and
7. Specific standards listed in the Design Districts Section in Article 5 of this UDO.

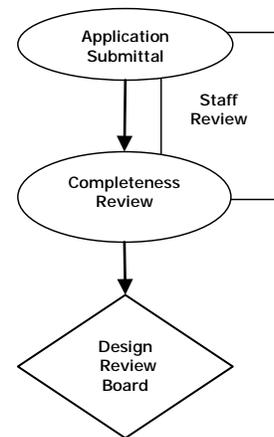
**3.7 Wolf Pen Creek Design District Building and Sign Review**

**A. Applicability**

1. In the Wolf Pen Creek district (WPC), all substantial maintenance (including but not limited to rehabilitation, façade work, and, change or exterior materials or other construction, including the replacement or alteration of signs) shall be subject to the WPC district building and sign review process.

*Per Ordinance No. 2881 (March 23, 2006)*

2. Minor additions to a site (accessory buildings and structures, change of solid waste disposal location, painting, and landscaping) shall be reviewed by the Administrator.



**B. Application**

A complete application for building or sign review in a design district shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**C. Final Action by Design Review Board**

1. **Public Meeting**  
The Design Review Board shall conduct design district review in a public meeting. Notice shall be provided by publication of the agenda of the meeting.
2. **Design Review**  
The Board shall apply the standards for the applicable district as set forth in the Design Districts Section in Article 5 of this UDO. In considering such matters, the Design Review Board may rely on special area plans or studies adopted by the City Council.  
*Per Ordinance No. 2881 (March 23, 2006)*
3. **Written Decision**  
If approval is granted, the decision shall be communicated in writing to the applicant.

**3.8 Development Permit**

**A. Applicability**

A development permit shall be required prior to any development, as defined in Article 11, Definitions, to ensure conformance to the provisions and requirements of this UDO. The following uses are exempt from the permitting requirements of this Section, but shall otherwise meet all of the requirements of this UDO and the *Bryan/College Station Unified Design Guidelines, Technical Specifications and Standard Details* and the Drainage and Stormwater Management Section in Article 7 of this UDO:

Customary and incidental grounds maintenance, landscaping, and gardening.

1. Drainage-related improvements or modifications by a homeowner on property used as their principal residence where that property lies outside of the designated Area of Special Flood Hazard.
2. Uses by a landowner of their property for bona fide agricultural purposes.

*Per Ordinance No. 2955 (February 8, 2007)*

**B. Approval Process**

Prior to the issuance of a development permit, the following requirements shall be met:

**1. Preapplication Conference**

A preapplication conference may be held with the Development Engineer, or his designated representative, if the property contains areas of special flood hazard.

**2. Application**

A complete application for a development permit shall be submitted to the Development Engineer as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**3. Review and Action by the Development Engineer**

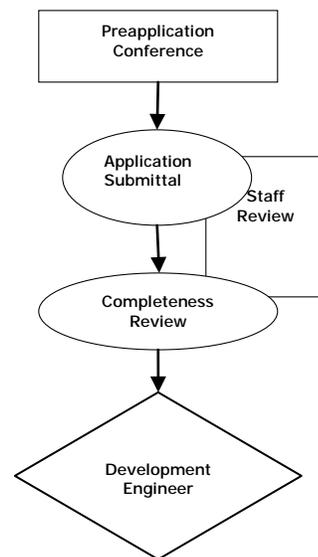
The Development Engineer shall review the required information and application form and shall take one of the following actions:

- a. Approve the development permit;
- b. Disapprove the development permit;
- c. Approve the development permit with conditions; or
- d. Require additional information or an engineering conference with the applicant or his engineer.

**4. Review Criteria**

Approval or denial of a development permit by the Development Engineer shall be based on the following relevant factors:

- a. The danger to life or property due to flooding or erosion damage;
- b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- c. The danger that materials may be swept onto other lands to the injury of others;
- d. The compatibility of the proposed use with existing and anticipated development;
- e. The maintenance and operational costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
- f. The expected heights, velocity, duration, rate of rise, and sediment transport of



- the flood waters, and the effects of wave action, if applicable, expected at the site;
- g. The necessity to the facility of a waterfront location, where applicable;
- h. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- i. The barricading of existing trees to remain on the property and count as protected trees under the Landscaping and Tree Protection Section in Article 7 of this UDO; and
- j. Compliance with this UDO.

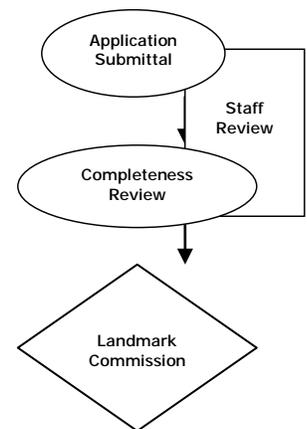
**5. Notification of Decision**

- a. The applicant shall be notified in writing of the action prescribed above. If the development permit has been disapproved, the specific reasons for disapproval shall be indicated in the notification. If additional information is required of the applicant, the specific requirements shall be indicated in the notification. A final determination of the approval or disapproval of the development permit, considering the additional information, shall be made and written notification to the applicant given within ten working days after acceptance of the complete application.
- b. Any proposal which includes areas of special flood hazard within the following special drainage areas shall receive written notice of approval or disapproval of the development permit from the Development Engineer within sixty (60) working days after receipt of the proposal:
  - 1) The entirety of Carter’s Creek;
  - 2) The main channel of Lick Creek;
  - 3) Wolf Pen Creek from the Earl Rudder Freeway to the confluence with Carter’s Creek; and
  - 4) The Brazos River.

**3.9 Certificate of Appropriateness**

**A. Applicability**

- 1. Prior to any construction, reconstruction, alteration, restoration, or rehabilitation of any structure or any property within a Historic Preservation Overlay District, or any material change in the light fixtures, signs, sidewalks, fences, steps, paving, or other exterior elements visible from a public right-of-way that affects the appearance and cohesiveness of any structure or any property within a Historic Preservation Overlay District, an applicant must obtain a Certificate of Appropriateness in accordance with this Section.
- 2. No building permit shall be issued for proposed work within a Historic Preservation Overlay District until a Certificate of Appropriateness has first been issued as required by the UDO. The Certificate of Appropriateness shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of College Station.



**B. Application Requirements**

A complete application for a Certificate of Appropriateness shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO. The application shall include, where applicable:

- 1. Detailed description of proposed work;
- 2. Proposed building plans (this will not constitute a building plan submittal for review for a building permit);
- 3. Landscaping plans showing landscaping features and vegetation species, sizes, and

locations;

4. Landscape protection plans;
5. Location and photographs of the property and adjacent properties;
6. Elevation drawings of the proposed changes, if available;
7. Samples of materials to be used;
8. Specifications for architectural features and materials; and
9. Any other information that the Landmark Commission or Historic Preservation Officer may deem necessary in order to visualize proposed work.

**C. Certificate of Appropriateness Approval Process**

Certificate of Appropriateness applications shall be processed in accordance with the following requirements:

**1. Preapplication Conference**

Prior to the submission of an application for Certificate of Appropriateness, all potential applicants may request a preapplication conference with the Administrator. The purpose of the preapplication conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO; however, the preapplication conference does not fulfill the requirements for formal review or submittal as set forth in this UDO.

**2. Review and Report by the Historic Preservation Officer**

Upon receipt of an application for a Certificate of Appropriateness, the Historic Preservation Officer shall determine whether the application is to be reviewed under the Standard Certificate of Appropriateness Review Procedure or the Routine Maintenance Work Procedure. If the application is to be reviewed under the Standard Certificate of Appropriateness Review Procedure, the following applies. If the application is to be reviewed under the Routine Maintenance Work Procedure, the procedure in subsection E. below will apply.

- 3. Under the Standard Certificate of Appropriateness Review Procedure, the Historic Preservation Officer will review the application to determine if the proposed plan is consistent with all applicable provisions of this UDO and the City's Comprehensive Plan. The Historic Preservation Officer will forward his report on the application to the Landmark Commission with a recommendation for approval, denial or conditional approval.**

**4. Review by the Landmark Commission**

The Landmark Commission shall review the application in a public meeting and may approve, approve with conditions or deny the application. If the Landmark Commission requires additional information than that presented at a meeting, a decision may be postponed until a specified date when the specified information may be provided. Notice shall be provided by publication of the agenda of the meeting.

**5. Final Action by the Landmark Commission**

If the application is determined to be consistent with all applicable provisions of this UDO, including the applicable district provisions of the Historic Preservation Overlay District Section in Article 5 of this UDO and the review criteria below, the Landmark Commission shall approve the plan. A determination that all requirements and provisions have not been satisfied shall result in disapproval of the plan.

**D. Criteria for Approval of a Certificate of Appropriateness**

The Landmark Commission shall approve a Certificate of Appropriateness if it finds:

**1. For Contributing Resources:**

- a. The proposed work is consistent with *The Secretary of the Interior's Standards for Rehabilitation*, *The Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings*, *Preservation Briefs*, and all related interpretative documents published by the US Department of Interior;

- b. The proposed work will not have an adverse effect on the architectural features of the structure;
  - c. The proposed work will not have an adverse effect on the Historic Preservation Overlay district; and
  - d. The proposed work will not have an adverse effect on the future preservation, maintenance, and use of the structure or the Historic Preservation Overlay District.
2. For Non-Contributing Resources: the proposed work is compatible with the Historic Preservation Overlay District.

**E. Certificate of Appropriateness Routine Maintenance Work Review Procedure**

1. If, upon review of an application for a Certificate of Appropriateness, the Historic Preservation Officer determines that an applicant is seeking a Certificate of Appropriateness to authorize only routine maintenance work, the Historic Preservation Officer shall review the Certificate of Appropriateness application to determine whether the proposed work complies with the regulations contained in this Section and approve, approve with conditions, or deny the application. The Historic Preservation Officer may also forward the application to the Landmark Commission for any reason.
2. Routine Maintenance Work on a property is considered to be:
  - a. The installation of a chimney located on an accessory building, or on the rear fifty percent (50%) of a main building and not part of a corner side façade;
  - b. The installation of an awning located on an accessory building, or on the rear façade of a primary structure;
  - c. The installation of a wood or chain link fence that is not painted or stained;
  - e. The installation of gutters and downspouts of a color that matches or compliments the dominant trim or roof color;
  - f. The installation of skylights and solar panels;
  - g. The installation of storm windows and doors;
  - j. The restoration of original architectural elements;
3. The applicant may appeal the Historic Preservation Officer's decision by submitting to the Historic Preservation Officer a written request for appeal within ten (10) calendar days of the decision. Upon the written request for appeal, the Landmark Commission will review the application under the Standard Certificate of Appropriateness Review Procedure.

**F. Expiration of Approval**

1. For plans that do not require the issuance of a building permit, work to complete the plans shall commence and be completed within twenty-four (24) months from the date of approval of the application. The Historic Preservation Officer may authorize a single extension of a Certification of Appropriateness up to six (6) months upon demonstration of substantial progress and the lack of changed or changing conditions in the area.
2. For plans that require the issuance of a building permit, if a building permit has not been issued for the proposed work within twenty-four (24) months from the date of approval of the application, the Historic Preservation Officer may authorize a single extension of a Certification of Appropriateness up to six (6) months upon demonstration of the lack of changed or changing conditions in the area. A Certification of Appropriateness shall be valid as long as there is a valid building permit.

**G. Appeals**

An applicant for a Certification of Appropriateness dissatisfied with the action of the Landmark Commission related to the issuance or denial of a Certification of Appropriateness shall have the right to appeal to the City Council within ten (10) calendar days after the date of such action. In considering an appeal, the City Council shall consider the same standards and evidence that the Landmark Commission was required to consider in making the decision.

**H. Limitation on Reapplication**

If a final decision is reached denying a Certificate of Appropriateness, no further applications may be considered for the subject matter of the denied Certificate of Appropriateness for one (1) year from the date of the final decision unless the Landmark Commission waives the time limitation because the Landmark Commission finds that there are changed circumstances sufficient to warrant a new hearing.

**I. Revocation**

The Historic Preservation Officer may, in writing, revoke a Certificate of Appropriateness if:

1. The Certificate of Appropriateness was issued on the basis of incorrect information supplied by the applicant, or
2. The work is not performed in accordance with the Certificate of Appropriateness.

**J. Amendment to a Certificate of Appropriateness**

A Certificate of Appropriateness may be amended by submitting a new Certificate of Appropriateness application to the Historic Preservation Officer. The application shall then be subject to either the Standard Certificate of Appropriateness Review Procedure or the Routine Maintenance Work Procedure.

**K. Ordinary Maintenance**

Other than the Routine Maintenance Work listed above, a Certificate of Appropriateness shall not be required for the ordinary maintenance and repair of any exterior architectural feature of a property within a Historic Preservation Overlay District which does not involve a change in design, material, or outward appearance such as:

1. The replacement of a roof of the same or an original material that does not include a change in color;
2. The application of paint that is the same as the existing;
3. Minor repair using the same material and design as the original;
4. The repair of sidewalks and driveways using the same type and color of materials;
5. The process of cleaning (including but not limited to low-pressure water blasting and stripping, but excluding sandblasting and high-pressure water blasting); and
6. The painting, replacing, duplicating, or stabilizing deteriorated or damaged non-original architectural features (including but not limited to roofing, windows, columns, and siding) in order to maintain the structure and to slow deterioration.

**F. Temporary Emergency Repairs**

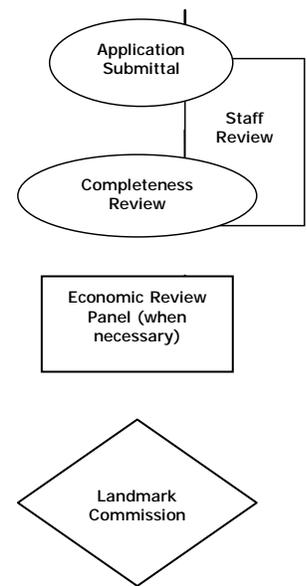
If the Building Official determines that a building or structure in a Historic Preservation Overlay District poses an immediate threat to persons or property, the Building Official may take any action authorized under the CITY OF COLLEGE STATION CODE OF ORDINANCES to make the building or structure safe without the requirement of a Certification of Appropriateness. The Building Official shall send a written report of such actions to the Landmark Commission.

*Per Ordinance No. 3110 (September 11, 2008)*

**3.10 Certificate of Demolition**

**A. Applicability**

1. Prior to any demolition or removal of any structure or portion thereof on any property within a Historic Preservation Overlay District, an applicant must obtain a Certificate of Demolition in accordance with this Section.
2. No building permit shall be issued for proposed work within a



Historic Preservation Overlay District until a Certificate of Demolition required by the UDO has first been issued by the Landmark Commission. The Certificate of Demolition shall be in addition to, and not in lieu of, any building permit that may be required by any other ordinance of the City of College Station.

3. No permit for the demolition of a structure or property within a Historic Preservation Overlay District, including secondary buildings and landscape features, shall be granted by the Building Official without the review of a completed application for and approval of a Certificate of Demolition by the Landmark Commission.

#### **B. Application Requirements**

A property owner seeking demolition or removal of a structure, including secondary buildings and landscape features, on a property in a Historic Preservation Overlay District shall submit a complete application for a Certificate of Demolition to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO. The application shall include:

1. An affidavit in which the owner swears or affirms that all information submitted in the application is true and correct.
2. An indication that the demolition or removal is sought for one or more of the following reasons:
  - a. To replace the structure with a new structure that is more appropriate and compatible with the Historic Preservation Overlay District;
  - b. No economically viable use of the property exists;
  - c. The structure poses an imminent threat to public health or safety; or
  - d. The structure is noncontributing to the Historic Preservation Overlay District because it is newer than the period of historic significance.
3. An application "To replace the structure with a new structure that is more appropriate and compatible with the Historic Preservation Overlay District" shall also include:
  - a. Records depicting the original construction of the structure, including drawings, pictures, or written descriptions where available;
  - b. Records depicting the current condition of the structure, including drawings, pictures, or written descriptions;
  - c. Any conditions proposed to be placed voluntarily on the new structure that would mitigate the loss of the structure;
  - d. Complete architectural drawings of the new structure; and
  - e. A guarantee agreement between the owner and the City that demonstrates the owner's intent and financial ability to construct the new structure. The guarantee must:
    - 1) Contain a statement of intent to construct the proposed structure by a specific date in accordance with architectural drawings approved by the City through the Certificate of Appropriateness process;
    - 2) Require the owner or construction contractor to post a performance and payment bond, letter of credit, escrow agreement, cash deposit, or other arrangement acceptable to the Administrator to ensure construction of the new structure; and
    - 3) Be approved as to form by the City Attorney.
4. An application that "No economically viable use of the property exists" shall also include:
  - a. The past and current uses of the structure and property;
  - b. The name of the owner.
    - 1) If the owner is a legal entity, the type of entity and states in which it is registered.
    - 2) The date and price of purchase or other acquisition of the structure and property, and the party from whom acquired, and the owner's current basis in the property.

- 3) The relationship, if any, between the owner and the party from whom the structure and property were acquired. (If one or both parties to the transaction were legal entities, any relationships between the officers and the board of directors of the entities must be specified.);
  - 4) The assessed value of the structure and property according to the two most recent tax assessments;
  - 5) The amount of real estate taxes on the structure and property for the previous two (2) years;
  - 6) The current fair market value of the structure and property as determined by an independent licensed appraiser;
  - 7) All appraisals obtained by the owner and prospective purchasers within the previous two (2) years in connection with the potential or actual purchase, financing, or ownership of the structure and property;
  - 8) All listings of the structure and property for sale or rent within the previous two (2) years, prices asked, and offers received;
  - 9) A profit and loss statement for the property and structure containing the annual gross income for the previous two (2) years; itemized expenses (including operating and maintenance costs) for the previous two (2) years, including proof that adequate and competent management procedures were followed; the annual cash flow for the previous two (2) years; and proof that the owner has made reasonable efforts to obtain a reasonable rate of return on the owner's investment and labor;
  - 10) A mortgage history of the property during the previous five (5) years, including the principal balances and interest rates on the mortgages and the annual debt services on the structure and property;
  - 11) All capital expenditures during the current ownership;
  - 12) Records depicting the current conditions of the structure and property, including drawings, pictures, or written descriptions;
  - 13) A study of restoration of the structure or property, performed by a licensed architect, engineer or financial analyst, analyzing the physical feasibility (including architectural and engineering analyses) and financial feasibility (including pro forma profit and loss statements for a ten (10) year period, taking into consideration redevelopment options and all incentives available) of adaptive use of restoration of the structure and property;
  - 14) Any consideration given by the owner to profitable adaptive uses for the structure and property;
  - 15) Construction plans for any proposed development or adaptive reuse, including site plans, floor plans, and elevations;
  - 16) Any conditions proposed to be placed voluntarily on new development that would mitigate the loss of the structure; and
  - 17) Any other evidence that shows that the affirmative obligation to maintain the structure or property makes it impossible to realize a reasonable rate of return.
5. An application to demolish or remove a structure that "Poses an imminent threat to public health or safety" shall also include:
    - a. Records depicting the current condition of the structure, including drawings, pictures, or written descriptions;
    - b. A study regarding the nature, imminence, and severity of the threat, as performed by a licensed architect or engineer; and
    - c. A study regarding both the cost of restoration of the structure and the feasibility (including architectural and engineering analyses) of restoration of the structure, as performed by a licensed architect or engineer.
  6. An application to demolish or remove a structure that is "Noncontributing to the Historic Preservation Overlay District because the structure is newer than the period of historic significance" shall also provide:

- a. Documentation that the structure is noncontributing to the Historic Preservation Overlay District;
  - b. Documentation of the age of the structure; and
  - c. A statement of the purpose of the demolition.
7. Any other evidence the property owner wishes to submit in support of the application.
  8. Any other evidence requested by the Landmark Commission or the Historic Preservation Officer.

**C. Certificate of Demolition Approval Process**

Certificate of Demolition applications shall be processed in accordance with the following requirements:

- 1. Preapplication Conference**

Prior to the submission of an application for Certificate of Demolition, all potential applicants may request a preapplication conference with the Administrator. The purpose of the preapplication conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO; however, the preapplication conference does not fulfill the requirements for formal review or submittal as set forth in this UDO.
- 2. Application**

When a complete application for a Certificate of Demolition has been submitted to the City, the application will begin a mandatory sixty (60) day stay of demolition. The Certificate of Demolition approval process will continue concurrently with the stay of demolition, but the Landmark Commission shall not take final action before the stay of demolition has expired.
- 3. Review and Report by the Historic Preservation Officer**

If the application is determined to be consistent with all applicable provisions of this UDO and the City's Comprehensive Plan, or if the application is recommended for denial or conditional approval, the Historic Preservation Officer shall report such consistency, inconsistency, or proposed conditions to the Landmark Commission.
- 4. Review by an Economic Review Panel**

For an application that "No economically viable use of the property exists", within thirty-five (35) days after appointment of the Economic Review Panel as provided in the Landmark Commission Section of Article 2 of this UDO shall review the submitted documentation; hold a public hearing; consider all options for renovation, adaptive reuse, and redevelopment; and forward a written recommendation to the Landmark Commission. The Historic Preservation Officer shall provide administrative support to the Economic Review Panel. The Economic Review Panel's recommendation shall be based on the same standard for approval to be used by the Landmark Commission. An application that no economically viable use of the property exists will not be considered complete until the Economic Review Panel has made its recommendation to the Landmark Commission. If the Economic Review Panel is unable to reach a consensus, the report will indicate the majority and minority recommendations. If the Economic Review Panel does not meet within thirty-five (35) days after appointment, a recommendation of no economically viable use of the property will be forwarded to the Landmark Commission.
- 5. Review by the Landmark Commission**

The Landmark Commission shall review the application for Certificate of Demolition in a public meeting and may approve, approve with conditions, or deny the application. If the Landmark Commission requires additional information than that presented at a meeting, a decision may be postponed until a specified date when the specified information may be provided. Notice shall be provided by publication of the agenda of the meeting.
- 6. Final Action by the Landmark Commission**

If the application is determined to be consistent with all applicable provisions of this UDO, including the applicable district provisions of the Historic Preservation Overlay District Section in Article 5 of this UDO, and the review criteria below, the Landmark Commission shall approve the plan. A determination that all such requirements and provision have not been satisfied shall result in disapproval of the plan. The property owner has the burden of proof to establish by clear and convincing evidence the necessary facts to warrant favorable action by the Landmark Commission.

**D. Criteria for Approval of a Certificate of Demolition**

In considering an application for a Certificate of Demolition, the Landmark Commission shall deny the application unless it makes the following findings:

1. The Landmark Commission shall deny an application for a Certificate of Demolition to replace a structure with a new structure unless it finds that:
  - a. The new structure is more appropriate and compatible with the Historic Preservation Overlay District than the structure to be demolished or removed; and
  - b. The owner has the financial ability and intent to build the new structure. The Landmark Commission must first approve the Certificate of Appropriateness for the proposed new structure and the guarantee agreement to construct the new structure before it may consider the application for a Certificate of Demolition.
2. The Landmark Commission shall deny an application for a Certificate of Demolition to remove a structure because of no economically viable use of the property unless it finds that:
  - a. The structure is incapable of earning a reasonable economic return unless the demolition or removal is allowed (a reasonable economic return does not have to be the most profitable return possible);
  - b. The structure cannot be adapted for any other use, whether by the owner or by a purchaser, which would result in a reasonable economic return; and
  - c. The owner has failed during the last two (2) years to find a developer, financier, purchaser, or tenant that would enable the owner to realize a reasonable economic return, despite having made substantial ongoing efforts to do so.
3. The Landmark Commission shall deny an application for a Certificate of Demolition to remove a structure that poses an imminent threat to public health or safety unless it finds that:
  - a. The structure constitutes a documented major and imminent threat to public health and safety;
  - b. The demolition or removal is required to alleviate the threat to public health and safety; and
  - c. There is no reasonable way, other than demolition or removal, to eliminate the threat in a timely manner.
4. The Landmark Commission shall deny an application for a Certificate of Demolition to remove a structure that is noncontributing to the Historic Preservation Overlay District because it is newer than the period of historic significance unless it finds that:
  - a. The structure is noncontributing to the Historic Preservation Overlay District;
  - b. The structure is newer than the period of historic significance for the Historic Preservation Overlay District; and
  - c. Demolition of the structure will not adversely affect the historic character of the property or the integrity of the Historic Preservation Overlay District.

**E. Appeals**

1. Any interested person may appeal the decision of the Landmark Commission to the City Council by filing a written notice with the Administrator within ten (10) calendar days after the decision of the Landmark Commission. If no appeal is made of a decision to approve a Certificate of Demolition within the ten (10) day period, the Building Official shall issue the permit to allow demolition or removal. If an appeal is filed, the City Council shall hear and decide the appeal within sixty-five (65) calendar days of its filing.
2. In considering an appeal, the City Council shall consider the same standards and evidence that the Landmark Commission was required to consider in making the decision.

**F. Limitation on Reapplication**

If a final decision is reached denying a Certificate of Demolition, no further applications may be considered for the subject matter of the denied Certificate of Demolition for one (1) year from the date of the final decision unless the Landmark Commission waives the time limitation because the Landmark Commission finds that there are changed circumstances sufficient to warrant a new hearing.

**G. Expiration of Approval**

A Certificate of Demolition expires if the work authorized by the Certificate of Demolition is not commenced within 180 days from the date of final approval. A final, one-time extension for the commencement of work of 90 days may be granted by the Administrator upon written request by the applicant showing circumstances beyond the control of the applicant. If the Certificate of Demolition expires, a new Certificate of Demolition must first be obtained before the work can commence.

**H. Demolition by Neglect****1. Prohibition**

No owner or person with an interest in real property included within a Historic Preservation Overlay District shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature or structural compromise which would, in the judgment of the Landmark Commission, produce a detrimental effect upon the character of the Historic Preservation Overlay District as a whole or the life and character of the property itself. Examples of such deterioration include, but are not limited to:

- Deterioration of the foundation.
- Deterioration of floor supports or the addition of floor supports that are insufficient to carry the loads imposed.
- Deterioration of walls, windows, doors, or other vertical supports, or the addition of such supports that are of insufficient size or strength to carry the loads imposed.
- Deterioration of roof or other horizontal members.
- Deterioration of exterior chimneys.
- Deterioration or crumbling of exterior stucco or mortar.
- Ineffective waterproofing of exterior walls, roof, or foundations, including broken windows or doors.
- Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint or other protective coating.
- Any fault, defect, or condition in the structure that renders it structurally unsafe or not properly watertight.
- Deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for the public safety.

**2. Procedure****a. Purpose**

The purpose of the Demolition by Neglect procedure is to allow the Landmark Commission to work with the property owner to encourage maintenance and stabilization of the structure and identify resources available before any enforcement action is taken.

**b. Request for investigation**

Any interested party may request that the Historic Preservation Officer investigate whether a property is being Demolished by Neglect.

**c. First meeting with the property owner**

Upon receipt of a request, the Historic Preservation Officer and City Building Official shall meet with the property owner or the property owner's agent with control of the structure to inspect the structure and discuss the resources available for financing any necessary repairs. After the meeting, the Historic Preservation Officer shall prepare a report for the Landmark Commission on the condition of the structure, the repairs needed to maintain and stabilize the structure, any resources available for financing the repairs, and the amount of time needed to complete the repairs.

**d. Certification and notice**

After review of the report in a public meeting, the Landmark Commission may vote to certify the property as a Demolition by Neglect case. If the Landmark Commission certifies the structure as a Demolition by Neglect case, the Landmark Commission shall notify the property owner or the property owner's agent with control over the structure of the repairs that must be made. The notice must require that repairs be started within thirty (30) days and set a deadline for completion of the repairs. The notice shall be sent by certified mail.

**e. Second meeting with the property owner**

The Historic Preservation Officer and the City Building Official shall meet with the property owner or the property owner's agent with control over the structure at least within sixty (60) days after the notice was sent to inspect any repairs.

**f. Referral for enforcement**

If the property owner or the property owner's agent with control over the structure fails to start repairs by the deadline set in the notice, fails to make continuous progress toward completion, or fails to complete repairs by the deadline set in the notice, the Landmark Commission may refer the Demolition by Neglect case to the City's Code Enforcement Division for appropriate enforcement action to prevent Demolition by Neglect.

**I. Demolition by Condemnation**

Reasonable attempts to engage a property owner in a Demolition by Neglect procedure shall be made when there is concern for the deterioration of a structure, but when a structure or equipment is found by the City Building Official to be a dangerous structure, the provisions of the City of College Station Code of Ordinances regulating dangerous structures will apply.

**J. Historic Preservation Fund**

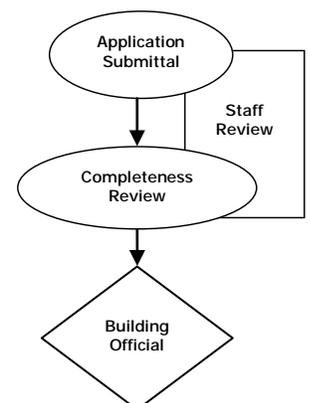
1. The City of College Station, in cooperation with community organizations, shall develop appropriate funding structures and shall administer the historic preservation fund.
2. The historic preservation fund is composed of the following funds:
  - a. Outside funding (other than City general funds or capital funds), such as grants and donations, made to the City for the purpose of historic preservation and funding partnerships with community organizations.
  - b. Damages recovered pursuant to TEXAS LOCAL GOVERNMENT CODE SECTION 315.006 from persons who illegally demolish or adversely affect historic structures.
3. The outside funding may be used for financing the following activities:
  - a. Necessary repairs in Demolition by Neglect cases;
  - b. Full or partial restoration of low-income residential and nonresidential structures;
  - c. Full or partial restoration of publicly owned historic structures;
  - d. Acquisition of historic structures, places, or areas through gift or purchase;
  - e. Public education of the benefits of historic preservation or the regulations governing Historic Preservation Overlay Districts; and
  - f. Identification and cataloging of structures, places, areas, and districts of historical, cultural, or architectural value along with factual verification of their significance.
4. Damages recovered pursuant to Texas Local Government Code Section 315.006 must be used only for the following purposes:
  - a. Construction, using as many of the original materials as possible, of a structure that is a reasonable facsimile of a demolished historic structure;
  - b. Restoration, using as many of the original materials as possible, of the historic structure; and
  - c. Restoration of another historic structure.

*Per Ordinance No. 3110 (September 11, 2008)*

**3.11 Building Permit**

**A. Building Permit Required**

No building or other structure shall hereafter be erected, moved, added to, structurally altered, repaired, demolished, or occupancy changed without a permit issued by the Building Official except in conformity with the provisions of this section and the 2003



INTERNATIONAL BUILDING CODE as adopted and amended by the City, unless otherwise provided for in the CITY OF COLLEGE STATION CODE OF ORDINANCES. No Building Permit issued under the provisions of this Article for land use or construction in the City shall be considered valid unless signed by the Building Official.

*Per Ordinance No. 3110 (September 11, 2008)*

**B. Application for Building Permit**

1. Applications for Building Permits for single-family, duplex, or townhouse structures shall be accompanied by one (1) set of complete plans, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration, easements, and required setbacks.

Applications for multi-family and commercial structures shall be accompanied by three (3) sets of complete plans, drawn to scale, including the approved site plan as required in the Site Plan Review Section in Article 3 of this UDO.

Additional sets of plans shall be supplied to the Building Official upon request.

2. The application shall include such other information as lawfully may be required by the Building Official or the Administrator, including existing or proposed building or alteration; existing or proposed uses of the building and land; the number of families, housekeeping units, or rental units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this UDO.
3. One copy of the plans shall be returned to the applicant by the Building Official after it is marked as either approved, approved with conditions, or disapproved and attested to same by his signature on such copy. The original copy of the plans, similarly marked, and the associated site plan shall be retained by the Building Official.
4. Where applicable, applicants shall submit information and materials required in the Landscaping and Tree Protection Section in Article 7 of this UDO.
5. Where applicable, applicants shall submit information and materials required in the Non-Residential Architectural Standards Section in Article 7 of this UDO.

**C. Review and Recommendation**

The Building Official shall review all building permit applications to determine if intended uses, buildings, or structures comply with all applicable regulations and standards, including this UDO, and approve or disapprove the same.

**D. Review and Action by Building Official**

1. The Building Official shall make a final determination of whether the intended uses, buildings, or structures comply with all applicable regulations, standards, and the Building Code. The Building Official shall not issue a building permit unless the plans, specifications, and intended use of such building or structures or parts thereof conform in all respects to the provisions of this UDO and the Building Code.
2. If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development standards. The general modifications shall be indicated on the approved Concept Plan. The Administrator shall determine the specific standards that comply with the general modifications of the site development requirements at the time of building permit. The applicant or the Administrator may have the City Council determine the specific standards that comply with the approved Concept Plan.

*Per Ordinance No. 2981 (May 24, 2007)*

### 3.12 Certificate of Occupancy

#### A. Applicability

A Certificate of Occupancy shall be required for any of the following:

1. Occupancy and use of a building hereafter erected or enlarged;
2. Change in use of an existing building to a different Use Category;
3. Any change in a nonconforming use or structure; or
4. As required by the 2003 INTERNATIONAL BUILDING CODE, SECTION 110.

#### B. Application

Once all required building inspections have been reviewed by the Building Official and he finds no violation of the provisions of the code, the Building Official shall issue a Certificate of Occupancy for the structure or use.

#### C. Review and Action by Building Official

Upon the request for a Certificate of Occupancy, the Building Official shall inspect the use or structure. If the Building Official determines that the use or structure complies with all applicable provisions of the 2006 INTERNATIONAL BUILDING CODE and this UDO, a Certificate of Occupancy shall be issued.

#### D. Temporary Certificate of Occupancy

Pending the issuance of a Certificate of Occupancy, a Temporary Certificate of Occupancy may be issued by the Building Official. The Temporary Certificate of Occupancy shall be valid for a period established by the Building Official, pending completion of an addition or during partial occupancy of a structure and as provided in SECTION 110 OF THE 2006 INTERNATIONAL BUILDING CODE.

#### E. Unlawful to Occupy Without Valid Certificate of Occupancy

It is unlawful to occupy any building that does not have a validly issued Certificate of Occupancy or Temporary Certificate of Occupancy.

*Per Ordinance No. 2879 (March 9, 2006)*

### 3.13 Certificate of Completion

#### A. Applicability

A certificate of completion shall be required for any of the following:

1. Use of a parking lot hereafter constructed or enlarged not in conjunction with a building or structure;
2. Site changes including but not limited to landscaping, parking lots, façade changes in a design district, or a change to an existing site that is not done in conjunction with a building or structure that requires a building permit; or
3. Site improvements associated with a telecommunications tower.

#### B. Application

Once all required building inspections have been reviewed by the Building Official and he finds no violation of the provisions of the code, the Building Official shall issue a Certificate of Completion for the structure.

#### C. Review and Action by Building Official

Upon the request for a Certificate of Completion, the Building Official shall inspect the structure. If the Building Official determines that the structure complies with all applicable provisions of the INTERNATIONAL BUILDING CODE and this UDO, a Certificate of Completion shall be issued.

#### D. Temporary Certificate of Completion

Pending the issuance of a Certificate of Completion, a Temporary Certificate of Completion may be issued by the Building Official. The Temporary Certificate of Completion shall be valid for a period established by the Building Official, pending compliance with approved development plans.

**E. Unlawful to Utilize Without Valid Certificate of Completion**

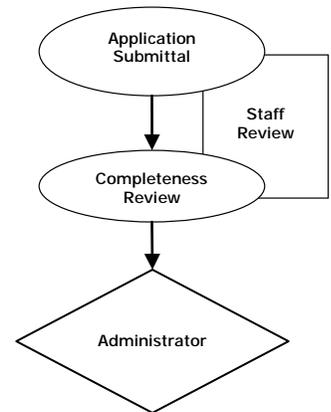
It is unlawful to utilize any structure that does not have a validly issued Certificate of Completion or Temporary Certificate of Completion.

*Per Ordinance No. 2879 (March 9, 2006)*

**3.14 Sign Permit**

**A. Sign Permits Required**

1. No sign shall hereafter be installed, erected, moved, added to, or structurally altered without a permit issued by the Administrator, except in conformity with the provisions of this Section, unless he is so directed by the Zoning Board of Adjustment as provided by this UDO.
2. A permit shall be required for the following:
  - a. Apartment/condominium/manufactured home park identification signs;
  - b. Attached signs;
  - c. Development signs;
  - d. Freestanding signs;
  - e. Low profile signs;
  - f. Roof signs; and
  - g. Subdivision and area identification signs.
3. No permit shall be required for the following signs:
  - a. Real estate, finance, and construction signs;
  - b. Directional traffic control signs;
  - c. Home occupation signs; and
  - d. Noncommercial signs.
4. It shall be the responsibility of the owner or the leasing agent to assign the available freestanding or building sign square footage to individual building tenants. In no case shall this be the responsibility of the Administrator. In no case may the cumulative total of individual signs for a multi-tenant building exceed the allowable area available or attached or freestanding signs.



**B. Application**

A complete application for a sign permit plan shall be submitted to the Building Official as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**C. Review and Action by the Administrator**

The Administrator must review each sign permit application in light of this UDO and act to approve, approve with conditions, or deny the permit. The Administrator may grant approval with conditions only to the extent that such conditions specify the actions necessary to bring the application into compliance with this UDO.

**D. Maintenance and Repair**

1. Cleaning, painting, repainting, and other normal maintenance and repair of a sign shall not require a permit unless a structural or size change is made. Maintenance includes replacement of a sign face. Repainting or replacement of materials in the Wolf Pen Creek district must receive approval of either the Administrator or the Design Review Board as provided in the Wolf Pen Creek District Building and Sign Review Section in Article 3 of this UDO.

2. Repair of conforming signs, damaged as a result of accidents or acts of God, shall be exempt from permit fees when they are being restored to their original condition.

*Per Ordinance No. 2881 (March 23, 2006)*

### 3.15 Conditional Use Permit

#### A. Purpose

Conditional use permit review allows for City Council discretionary approval of uses with unique or widely-varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDO.

#### B. Applicability

Conditional uses are generally compatible with those uses permitted by right in a zoning district, but require individual review of their location, design, configuration, density and intensity, and may require the imposition of additional conditions in order to ensure the appropriateness and compatibility of the use at a particular location.

#### C. Applications

A complete application for a conditional use permit shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO. A complete site plan must accompany all applications for a conditional use permit.

#### D. Approval Process

##### 1. Preapplication Conference

Prior to the submission of an application for a conditional use permit, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

##### 2. Review and Report by Administrator

Once the application is complete, the Administrator shall review the proposed development subject to the criteria enumerated in Section E below, and give a report to the Planning and Zoning Commission on the date of the scheduled Public Hearing.

##### 3. Planning and Zoning Commission Recommendation

###### a. Notice

The Planning and Zoning Commission shall publish, post, and mail notice in accordance with the General Approval Procedures Section in Article 3 of this UDO.

###### b. Public Hearing

After review of the conditional use application, subject to the criteria enumerated in Section E below, the Planning and Zoning Commission shall hold a Public Hearing and recommend to the City Council such action as the Planning and Zoning Commission deems proper.

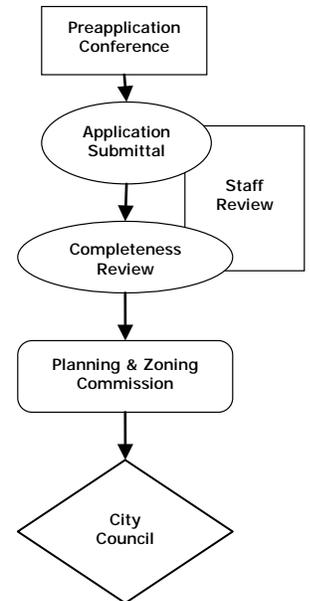
##### 4. City Council Action

###### a. Notice

The City Council shall publish, post, and mail notice in accordance with the General Approval Procedures Section in Article 3 of this UDO.

###### b. Public Hearing

The City Council shall hold a Public Hearing after review of the conditional use application, subject to the criteria enumerated in Section E below. With consideration of the recommendation provided by the Planning and Zoning



Commission, the City Council shall approve, approve with modifications or conditions, or disapprove the conditional use application.

**E. Conditional Use Review Criteria**

The City Council may approve an application for a conditional use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The City Council shall consider the following criteria in its review:

**1. Purpose and Intent of UDO**

The proposed use shall meet the purpose and intent of this UDO and the use shall meet all the minimum standards established in this UDO for this type of use.

**2. Consistency with Comprehensive Plan**

The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development of the City.

**3. Compatibility with Surrounding Area**

The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

**4. Harmonious with Character of Surrounding Area**

The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area.

**5. Infrastructure Impacts Minimized**

The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services.

**6. Effect on Environment**

The proposed use shall not negatively impact existing uses in the area or in the City.

**F. Additional Conditions**

The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this UDO and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, additional landscaping, and additional improvements such as curbing, utilities, drainage facilities, sidewalks, and screening.

**3.16 Written Interpretation**

**A. Applicability**

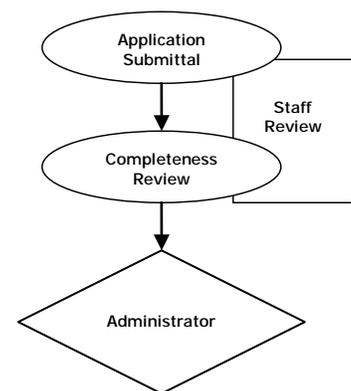
The Administrator shall have authority to make all written interpretations concerning the provisions of this UDO.

**B. Request for Interpretation**

A request for interpretation shall be submitted to the Administrator in a form established by the Administrator and made available to the public. Such request shall only be made during development review or when a code enforcement requirement is in question.

**C. Interpretation by Administrator**

1. The Administrator shall:



- a. Review and evaluate the request in light of the text of this UDO, the Official Zoning Map, the Comprehensive Plan, the Subdivision Regulations, and any other relevant information;
- b. Consult with other staff, as necessary; and
- c. Render an opinion.

2. The interpretation shall be provided to the applicant in writing.

**D. Official Record**

The Administrator shall maintain an official record of interpretations. The record of interpretations shall be available for public inspection during normal business hours.

**E. Appeal**

Appeals of written interpretations made by the Administrator shall be filed only by a party affected by the written interpretation with the Zoning Board of Adjustment or for appeals of written interpretations of the Subdivision Regulations, the Planning and Zoning Commission, within thirty (30) days of the decision in accordance with the procedures found in the Administrative Appeals Section in Article 3 of this UDO. If no appeal is filed within thirty (30) days, the written interpretation shall be final.

**3.17 Administrative Adjustment**

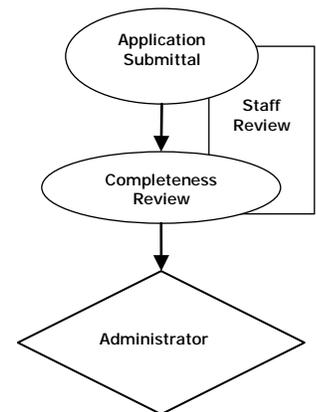
**A. Purpose**

Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:

- 1. Compatible with surrounding land uses;
- 2. Harmonious with the public interest; and
- 3. Consistent with the purposes of this UDO.

**B. Applicability**

The Administrator shall have the authority to authorize adjustments of up to ten percent (10%) from any dimensional standards set forth in the Residential Dimensional Standards, Non-Residential Dimensional Standards, and Design District Dimensional Standards Sections in Article 5 of this UDO, and the Off-Street Parking Standards Section in Article 7 of this UDO. Any adjustment request greater than ten percent (10%) shall be treated as a variance handled by the Zoning Board of Adjustment subject to the requirements of the Variances Section in Article 3 of this UDO.



**C. Application**

A complete application for an administrative adjustment shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**D. Review and Action by Administrator**

The Administrator shall review the application and approve, approve with conditions, or deny the application based upon the criteria below. A written decision including affirmative findings on the criteria set forth below shall be sent to the applicant.

**E. Administrative Adjustment Criteria**

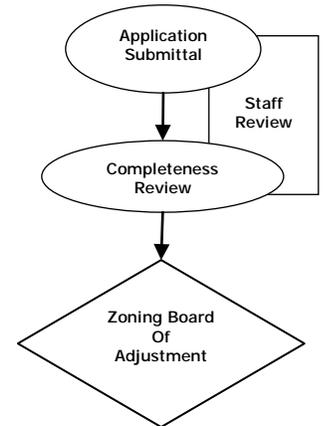
- 1. To approve an application for an administrative adjustment, the Administrator shall make an affirmative finding that the following criteria are met:
  - a. That granting the adjustment will ensure the same general level of land use compatibility as the otherwise applicable standards;
  - b. That granting the adjustment will not materially or adversely affect adjacent land uses or the physical character of uses in the immediate vicinity of the proposed

- development; and
  - c. That granting the adjustment will be generally consistent with the purposes and intent of this UDO.
2. In the event that the Administrator finds that the applicant has not met the above criteria, the applicant may request that the application be forwarded to the Zoning Board of Adjustment as a variance request subject to the requirements of the Variances Section in Article 3 of this UDO.

**3.18 Variance**

**A. Purpose**

The Zoning Board of Adjustment shall have jurisdiction to hear requests for a variance from the terms of this UDO. The Zoning Board of Adjustment shall be authorized to grant a variance from the terms hereof if, and only if, they find that the strict enforcement of this UDO would create a substantial hardship to the applicant by virtue of unique special conditions not generally found within the City, and that the granting of the variance would preserve the spirit and intent of the Ordinance, and would serve the general interests of the public and the applicant. Variances may be granted only when in harmony with the general purpose and intent of this UDO so that public health, safety, and welfare may be secured and substantial justice done.



**B. Applicability**

The Zoning Board of Adjustment shall have the authority to grant variances from the standards in this UDO except for waivers of the standards in Article 8, Subdivision Design and Improvements, which may be made by the Planning and Zoning Commission during the subdivision process and requests for relief from a site plan requirement imposed by the Administrator when the requirement was necessary to gain compliance with the criteria for approval of a site plan in the Site Plan Review Section in Article 3 of this UDO, which may be made by the Design Review Board. Any variance request up to ten percent (10%) may be treated as an Administrative Adjustment subject to the requirements of the Administrative Adjustment Section in Article 3 of this UDO.

**C. Application**

A complete application for a variance shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**D. Action by the Zoning Board of Adjustment**

**1. Public Hearing**

Following notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, the Zoning Board of Adjustment shall hold a public hearing.

**2. Variance Review**

Upon completion of the public hearing and after review of the variance application subject to the criteria listed in Section E below, the Zoning Board of Adjustment shall make a written finding and give its approval, approval with limitations, or disapproval of the variance.

**E. Criteria for Approval of Variance**

**1. Required Findings**

The Zoning Board of Adjustment may authorize a variance from the requirements of this UDO when an unnecessary hardship would result from the strict enforcement of this UDO. In granting a variance, the Zoning Board of Adjustment shall prescribe only

limitations that it deems not prejudicial to the public interest. In making the required findings, the Zoning Board of Adjustment shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the possibility that a nuisance will be created, and the probable effect of such variance upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No variance shall be granted unless the Board makes affirmative findings in regard to all of the following criteria:

a. **Extraordinary Conditions**

That there are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this UDO will deprive the applicant of the reasonable use of his land. For example, the variance is justified because of topographic or other special conditions unique to the property and development involved, in contradistinction to the mere inconvenience or financial disadvantage.

b. **Enjoyment of a Substantial Property Right**

That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.

c. **Substantial detriment**

That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this UDO.

d. **Subdivision**

That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this UDO.

e. **Flood Hazard Protection**

That the granting of the variance will not have the effect of preventing flood hazard protection in accordance with Article 8, Subdivision Design and Improvements.

f. **Other Property**

That these conditions do not generally apply to other property in the vicinity.

g. **Hardships**

That the hardship is not the result of the applicant's own actions.

h. **Comprehensive Plan**

That the granting of the variance would not substantially conflict with the Comprehensive Plan and the purposes of this UDO.

i. **Utilization**

That because of these conditions, the application of the UDO to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.

2. **Limitations**

The Zoning Board of Adjustment may not grant a variance where the effect would be any of the following:

- a. To allow the establishment of a use not otherwise permitted in the applicable zoning district;
- b. To increase the density of a use, above that permitted by the applicable district;
- c. To extend physically a nonconforming use of land; or
- d. To change the zoning district boundaries shown on the Official Zoning Map.

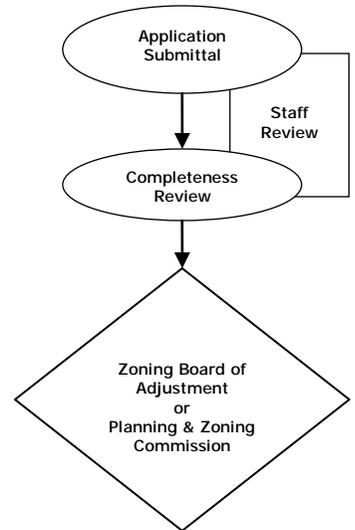
3. **Profitability Not to Be Considered**

The fact that property may be utilized more profitably should a variance be granted may not be considered grounds for a variance.

**3.19 Administrative Appeal**

**A. Applicability**

1. Appeals to the Zoning Board of Adjustment may be taken by any person aggrieved by, or any officer or department affected by, specific points found in any of the following final decisions of the Administrator:
  - a. Written interpretations of the text of this UDO; or
  - b. Denial of Building Permit or site plan based on interpretation of Article 7, General Development Standards.
2. Appeals to the Planning and Zoning Commission may be taken by any person aggrieved by, or any officer or department affected by specific points found in the Administrator's written interpretations of the text of the Subdivision Regulations.



**B. Effect of Appeal**

An appeal to the ZBA stays all legal proceedings in furtherance of the action appealed from, unless the Administrator from whom the appeal is taken certifies to the Zoning Board of Adjustment after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a Court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.

**C. Deadline for Submission of Application**

An appeal from any final decision of the Administrator or Director of Planning and Development Services shall be filed with the Administrator within thirty (30) days of receipt of the decision. If no appeal is filed within thirty (30) days, the decision shall be final.

**D. Application**

A complete application for an administrative appeal shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**E. Record of Administrative Decision**

The Administrator shall forthwith transmit to the Zoning Board of Adjustment or the Planning and Zoning Commission, as appropriate, all the papers constituting the record of the action appealed.

**F. Hearing**

The Zoning Board of Adjustment or Planning and Zoning Commission, as appropriate, shall hear the appeal within sixty (60) days of the date of the appeal application or such extension as requested by the applicant or Administrator, give public notice as set forth in the General Approval Procedures Section in Article 3 of this UDO, as well as due notice to the parties in interest, and decide the same within a reasonable time.

**G. Final Action by Zoning Board of Adjustment or Planning and Zoning Commission**

The Zoning Board of Adjustment or Planning and Zoning Commission, as appropriate, may only consider the specific interpretive language of the Administrator and may reverse or affirm wholly or partly, or may modify the interpretation appealed from. In any case, the Board or Commission shall only present findings regarding specific errors made in the Administrator's interpretation.

**3.20 Text Amendment**

**A. Purpose**

For the purpose of establishing and maintaining sound, stable, and desirable development within the territorial limits of the City, the text of this UDO may be altered from time-to-time.

**B. Initiation of Amendments**

An amendment to the text of this UDO may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission; or
3. The Administrator.

**C. Approval Process**

**1. Review and Report by Administrator**

The Administrator shall review the proposed text amendment in light of the Comprehensive Plan and give a report to the Planning and Zoning Commission.

**2. Referral To Planning and Zoning Commission**

The Administrator shall refer the same to the Planning and Zoning Commission for study, hearing, and report. The Planning and Zoning Commission may direct staff to proceed with drafting the amendment and scheduling the necessary public hearings, forward the proposed text amendment to City Council for direction, or determine not to pursue the proposed amendment. The City Council may not enact the proposed text amendment until the Planning and Zoning Commission makes its report to the City Council.

**3. Recommendation by Planning and Zoning Commission**

**a. Notice**

The Administrator shall publish and post public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, and shall recommend to the City Council such action as the Commission deems proper.

**b. Public Hearing**

A public hearing shall be held by the Planning and Zoning Commission before making a recommendation to the City Council.

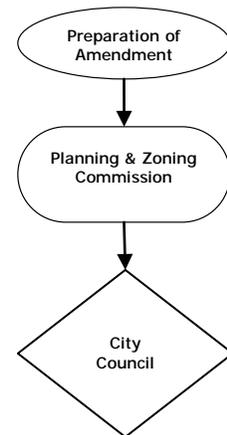
**4. City Council Action**

**a. Notice**

The Administrator shall publish and post notices in accordance with the General Approval Procedures Section in Article 3 of this UDO, before taking final action on the amendment.

**b. Public Hearing**

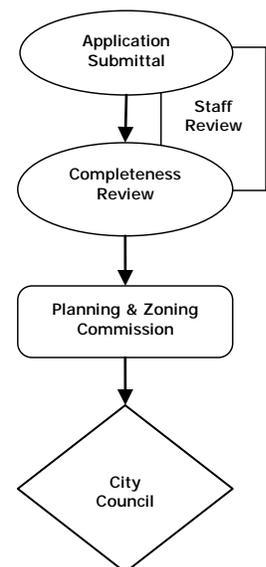
The City Council shall hold a public hearing and approve, approve with modifications or conditions, or disapprove the text amendment.



**3.21 Comprehensive Plan Amendment**

**A. Purpose**

For the purpose of establishing and maintaining sound, stable, and desirable development within the territorial limits of the City, the Comprehensive Plan, including specifically, the Land



Use Plan and the Thoroughfare Plan, shall be amended only based upon changed or changing conditions in a particular area or in the City.

**B. Initiation of Amendment**

An amendment may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. The property owner(s).

**C. Amendment Application**

A complete application for a Comprehensive Plan amendment shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 of this UDO.

**D. Approval Process**

**1. Review and Report by Administrator**

Once the application is complete, the Administrator shall review the proposed amendment in light of the remainder of the Comprehensive Plan and conditions in the City, and give a report to the Commission and Council.

**2. Recommendation by Planning and Zoning Commission**

**a. Notice**

The Planning and Zoning Commission shall publish and post public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, and shall recommend to the City Council such action as the Commission deems proper.

**b. Public Hearing**

A public hearing shall be held by the Planning and Zoning Commission before making a report to the City Council.

**c. Review and Action by Planning and Zoning Commission**

The Planning and Zoning Commission shall review the amendment and approve, approve with conditions, deny, or determine that the proposed development complies with the Comprehensive Plan and no amendment is required. If the Commission determines that no amendment is required, the applicant may proceed with the next step in the development process. No further action by the City Council is required.

**3. City Council Action**

**a. Notice**

The City Council shall publish and post public notice in accordance with the General Approval Procedures Section in Article 3 of this UDO, before taking final action on a petition to amend the Comprehensive Plan.

**b. Public Hearing**

The City Council shall hold a public hearing and approve, approve with modifications, or disapprove the application to amend the Comprehensive Plan.

**c. Review and Final Action by City Council**

The City Council shall review the amendment and approve, approve with conditions, or deny the application.

**E. Limitation on Reapplication**

If a petition for a plan amendment is denied by the City Council, another petition for reclassification of the same property or any portion thereof shall not be considered within a

period of one-hundred and eighty (180) days from the date of denial, unless the Planning and Zoning Commission finds that one of the following factors are applicable:

1. There is a substantial change in circumstances relevant to the issues and/or facts considered during review of the application that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed in the application; or
2. New or additional information is available that was not available at the time of the review that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed; or
3. A new application is proposed to be submitted that is materially different from the prior application (e.g., proposes new uses or a substantial decrease in proposed densities or intensities); or
4. The final decision on the application was based on a material mistake of fact.

#### **Part IV**

That Chapter 12, "Unified Development Ordinance," Section 5.9 "Single-Family Overlay District", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subSection 5.9.D.2.d.3.a to read as follows:

- a) Lot size as provided for in the Platting and Replatting in Older Residential Neighborhoods subsection in Article 8, Subdivision Design and Improvements; or

#### **Part V**

That Chapter 12, "Unified Development Ordinance," Article 8 "Subdivision Design and Improvements", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said Article to read as follows:

## Article 8. Subdivision Design and Improvements

### 8.1 Purpose

The subdivision of land is a major factor in the process of sound community growth and ultimately becomes a public responsibility in that the streets must be maintained and various public services customary to urban areas must be provided. The welfare of the entire community is thereby affected in many important respects. Therefore, it is to the interest of the public, to the developer, and to the future landowners, that the subdivisions be conceived, designed, and developed in accordance with sound rules and proper minimum standards. These regulations encourage the growth of the City of College Station in an orderly manner.

### 8.2 General Requirements and Minimum Standards of Design

#### A. Urban Standards

##### 1. Community Assets

In all subdivisions, due regard shall be shown for all natural features such as trees, watercourses, historical spots, and similar community assets, which, when preserved, will add attractiveness and value to the property.

##### 2. Suitability of Lands

The Commission shall not approve the subdivision of land if, from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public, the site is not suitable for platting and development purposes of the kind proposed. Land subject to flooding and land deemed to be topographically unsuitable shall not be platted for residential occupancy, nor for such other uses as may increase danger to health, life, or property, or aggravate erosion or flood hazard. Such land within the plat shall be set aside for such uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory living conditions.

##### 3. Large Tracts or Parcels

When land is subdivided into larger parcels rather than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical further subdivisions. If the Comprehensive Plan of the City requires thoroughfares to cross the subdivision, the right-of-way shall be dedicated to the public.

##### 4. Zoning and Other Regulations

No plat of land within the force and effect of an existing zoning ordinance shall be approved unless it conforms to such zoning or other pertinent regulations.

##### 5. Reserved Strips Prohibited

There shall be no reserved strips controlling access to land dedicated or intended to be dedicated to the public.

##### 6. Standards

All construction on streets, alleys, or easements shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard as determined by the City Manager, or his designee, shall apply. The City shall accept for public use only streets, alleys, water and sewer main extensions that comply with these standards for construction.

**7. Streets****a. Street Layout**

Adequate streets shall be provided by the subdivider such that the arrangement, character, extent, width, and grade of each shall conform to the Comprehensive Plan of the City and shall be considered in their relation to existing and planned streets, to the topographical conditions, to the public safety and convenience, and to their appropriate relationship to the proposed use of the land to be served by such streets.

**b. Relation to adjoining Street Systems**

Where necessary to the neighborhood pattern, existing streets in adjacent or adjoining areas shall be continued, in alignment therewith. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the proper projection of streets into such areas.

No tract, lot or parcel shall be subdivided unless the required internal street system adjoins an existing, paved public right-of-way.

**c. Street Jogs**

Whenever possible, street jogs with center-line offsets of less than one hundred twenty-five feet (125') shall be avoided.

**d. Half Streets**

No half streets shall be platted.

**e. Dead-end Streets**

Dead-end streets shall be prohibited except short stubs to permit extension. Temporary turnarounds may be required.

**f. Cul-de-Sacs**

Cul-de-sacs shall have twenty-four (24) or fewer lots, and shall terminate in a turnaround not less than one hundred feet (100') in diameter, with a pavement diameter of eighty feet (80').

**g. Street Intersections**

Acute angles between streets at their intersections are to be avoided.

**h. Streets on the Thoroughfare Plan**

Where subdivision embraces or is adjacent to a thoroughfare as shown on the Thoroughfare Plan of the City, such streets shall be platted to maintain continuity in the approximate location as shown, and of the type indicated. In certain cases the City may have constructed a street through the area to be subdivided, in which case the subdivider shall develop the necessary street intersections at his expense, in accordance with the requirements of this Section. The Commission may require that, where practical, residential lots adjacent to arterial and collector be platted or restricted so as to prevent driveways opening into such streets.

**i. Local Streets**

Local streets shall be laid out to discourage their use of through traffic.

**j. Geometric Standards, Street Design Criteria**

Design criteria for urban and rural streets and alleys are contained in the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications*.

**k. Street Names**

New streets shall not only be named so as to provide continuity of existing streets, but shall be named to prevent conflict with identical or similar names in other parts of the City. New streets shall not be named after any living person.

**8. Alleys**

- a. Alleys may be required at the rear of all lots intended to be used for business purposes and may be provided in residential areas.
- b. Alleys shall generally be parallel to the street and shall be paved. The right-of-way for alleys shall be dedicated to the public.
- c. Where two (2) alleys intersect, or where an alley turns, additional width may be required to allow turning of vehicles or guying of utility poles.
- d. Dead-end alleys shall not be permitted, except where the alley is one hundred feet (100') or less in length.

**9. Easements****a. Drainage Easements**

Where a subdivision is traversed by a watercourse, drainage way, natural channel or stream, there may be required a drainage easement or right-of-way conforming substantially to the limits of such watercourse, plus additional width to accommodate future needs as determined by the City Engineer. No construction, including fences, shall impede, constrict, or block the flow of water in any easement or natural watercourse. Such easement shall not be considered a part of the lot area for purposes of minimum lot size requirements of this UDO. Drainage easements may be used for utilities.

**b. Utility Easements**

- 1) Each block that does not contain an alley as provided in this Section, shall have a utility easement at the rear of all lots, reserved for the use of all utility lines, conduit, and equipment. These utility easements shall be twenty feet (20') in width, taken ten feet (10') from each lot where the rear of the lots abut each other, and shall be continuous for the entire length of a block. These easements shall be parallel as closely as possible to the street line frontage of the block.
- 2) Normal curb section shall be required where utility easements intersect streets.
- 3) Where utility easements are not themselves straight within each block, or if the same do not connect on a straight course with utility easements of adjoining blocks, then an additional easement shall be provided for the placement of guy wires on lot division lines in order to support poles set on curving or deviating rights-of-way or easements.
- 4) Utility easements may be required across parts of lots other than as described above upon recommendation of the City Engineer. Where the proposed subdivision adjoins an unplatted area, the full twenty foot (20')

width of easement may be required along the rear of lots adjoining the unplatted area.

- 5) Utility easements may be fenced if unlocked gates are provided to allow free movement of excavating machines, maintenance equipment, and personnel throughout the full length of the easement.

#### 10. Blocks

- a. Blocks generally shall be platted to provide two (2) tiers of lots with a utility easement or alley between them, with proper regard for drainage channels, wooded areas and other topographical features lending themselves to attractive treatment.
- b. Block length shall not exceed one thousand two hundred feet (1,200') in single-family residential areas and shall not exceed eight hundred feet (800') in other areas. In blocks over eight hundred feet (800') in length, there may be required, near the center of the block, an access way as hereafter defined. An access way may be required at the end of a cul-de-sac to facilitate pedestrian traffic movement.

#### 11. Lots

##### a. Lot Configuration

- 1) Side lot lines which make acute angles with front lines shall be avoided where practical. In general, an arrangement placing adjacent lots at right angles to each other shall be avoided.
- 2) Lot size and setback lines shall be in accordance with zoning requirements. Lots abutting on access ways shall be treated as corner lots.

##### b. Platting and Replatting within Older Residential Subdivisions

- 1) This section applies to all property in which any portion of that property meets the following criteria:
  - (a) Any portion of the property is currently zoned or developed for single family residential uses as of January 1, 2002 with the exception of NG-1, NG-2, NG-3, NPO, and NCO zoning districts; and,
  - (b) The subject property is part of a lot or building plot that was created prior to July 15, 1970. This also includes lots that may have been vacated or replatted after July 15, 1970 but where the original plat predates July 15, 1970.
- 2) In addition to the other provisions of this ordinance, no plat, replat, vacating and resubdividing plat or other plat intended to provide for the resubdivision of an existing lot or lots in a residential subdivision may be approved unless:
  - (a) The plat does not create an additional lot or building plot.
  - (b) A plat which does create an additional lot or building plot must meet or exceed the average width of the lots along the street frontage, for all lots in the block and contain at least eight-thousand and five-hundred (8,500) square feet of space for each dwelling unit.

For the purpose of this section, a lot shall be defined to include the lot, lots and/or portions of lots that have been combined and used as a residential plot, as of July 15, 1970.

- 3) It is the applicant's responsibility to provide documentation during the application process regarding the original plat in which the lot was created.

**c. Lot Line Construction**

The following requirements apply to all single-family residential development.

**1) Description**

A zero lot line development is where houses in a development on a common street frontage are shifted or offset to one side of their lot. This provides for greater usable yard space on each lot. These developments require that planning for all of the house locations be done at the same time. Zero lot line developments are allowed by right. Review for compliance with the standards of this Section shall occur during the subdivision platting process. Restrictions that assure the minimum distance between houses and any required easements must be recorded on the plats of the applicable lots. Proof of such recordation must be submitted as part of the building permit application.

**2) Setbacks**

The side building setback shall be zero on one side of the house. This reduction does not apply to the street side setback or to the interior side setback adjacent to lots that are not part of the zero lot line project. The minimum distance between all buildings in the development must be fifteen feet.

**3) Additional Standards**

**(a) Eaves**

Eaves may project a maximum of eighteen (18) inches, excluding non-combustible gutters, over the adjacent property line.

**(b) Maintenance Easement**

A maintenance easement shall be dedicated between the two property owners to allow for maintenance or repair of the house built on the lot line. The easement shall be unobstructed, located on the adjacent property abutting the side wall and must be a minimum of seven and one-half (7.5) feet in width. Required maintenance easements shall be shown on the recorded plat.

**(c) Privacy**

Windows or other openings that allow for visibility into the side yard of the adjacent lot are not allowed. Windows that do not allow visibility into the side yard of the adjacent lot, such as a clerestory window or a translucent window, are allowed. All materials within three feet of the property line shall be fire-rated to meet building code requirements.

**d. Cluster Development**

- 1) A cluster development is a residential subdivision in which the lots are allowed to be smaller (in area and width) than otherwise required for the underlying, base zoning district, but in which the overall density cannot exceed the maximum density limit for the underlying zoning district. Through the cluster development option, a subdivision can contain no more lots than would otherwise be allowed for a conventional subdivision

in the same zoning district, but the individual lots within the development could be smaller than required in a conventional subdivision. Smaller lot sizes within a cluster development are required to be offset by a corresponding increase in open space.

**2) Conflict with Other Regulations**

If there is a conflict between the cluster development standards of this Section and any other requirement of this UDO, the standards of this Section control. Where no conflict exists, a cluster development is subject to all other applicable requirements of this UDO.

**(a) Where Allowed**

Cluster developments are allowed in all zoning districts.

**(b) Approval Procedure**

Cluster Developments are subject to the subdivision procedures set forth in herein.

**(c) Lot Size**

There is no set minimum lot width or depth requirement within a cluster development; however, the lot size (area) may be reduced by up to twenty-five percent (25%) as long as individual lot sizes are adequate to meet all required density, district, and development standards.

**(d) Setbacks and Building Separations**

The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

**(e) Open Space**

**i. On-Site Open Space**

Cluster developments shall be subject to the minimum on-site open space standards of the base zoning district, if applicable.

**ii. Common Open Space**

**a. Minimum Requirement.** Common open space is required within a cluster development to ensure that the overall density within the development does not exceed the maximum density allowed by the underlying zoning district. Common open space must be provided in an amount at least equal to the difference between:

- i. The actual, average lot area per dwelling unit within the cluster development; and
- ii. The required lot area per dwelling unit for conventional development within the underlying base zoning district.

**b. Use of Common Open Space.** Common open space must be set aside and designated as an area where no development will occur, other than project-related recreational amenities or passive open space areas. The Commission may require that up to fifty percent (50%) of required common open space be useable recreational space, if deemed necessary by the Commission to ensure

adequate recreational amenities for residents of the development.

**12. Access Way**

Access ways, where required, shall have a ten foot (10') right-of-way, dedicated to the public. A four foot (4') sidewalk shall be constructed in the center of the right-of-way conforming to the City Engineering standards.

**13. Sidewalks**

- a. Sidewalks shall be required on both sides of all streets having a right-of-way width equal to or greater than sixty feet (60'). A sidewalk shall be required on one (1) side of all streets with a fifty foot (50') right-of-way with the exception of cul-de-sac streets. A sidewalk may be required on cul-de-sac streets if needed to provide through pedestrian access. Sidewalks shall be placed within the right-of-way as determined by the City Engineer and when so specified.
- b. The subdivider shall construct all sidewalks according to one of the following placement alternatives:
  - 1) sidewalks shall be in accordance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements;  
**AND**
  - 2) the subdivider shall assure that these minimums are sufficient to meet the anticipated pedestrian demand in the area.
- c. Given that a combination or variation from the two placement methods as described above is necessary or desired or that an obstruction is located within the paved area, the following criteria must be satisfied.
  - 1) All radii in the transition section must be a minimum of ten feet (10').
  - 2) All transition sections must be approved by the City Engineer.
- d. In order to provide safe and adequate access on City sidewalks, all sidewalks shall meet minimum clear width requirements around all obstructions, natural or manmade, as described herein. Clear width shall mean the distance as measured from the outside edge of the obstruction to the outside edge of the sidewalk or from the inside edge of the obstruction to the inside edge of the sidewalk. If the clear width is to be obtained between the inside edge of the sidewalk and the obstruction, given that the sidewalk is placed against the back of curb, the clear width shall be a minimum of six feet (6'). In all other cases, the minimum clear width shall be four feet (4').
- e. All sidewalks must be constructed concurrently with the thoroughfare or, if the thoroughfare is already constructed, prior to acceptance of any improvements.
- f. Exceptions to or partial waiver of the requirements of this Section may be granted by the Commission when it has been determined that satisfactory alternative pedestrian ways or pedestrian/bikeways have been or will be provided outside the normal right-of-way; or that unique circumstances or unusual topographic, vegetative, or other natural conditions prevail to the extent that strict adherence to said requirements would be unreasonable and not consistent with the purposes and goals of this UDO or the Comprehensive Plan.

**14. Bikeways****a. General**

Bikeways will be required in accordance with the Bikeway Master Plan. Bikeway facilities are planned and located to integrate with the existing City street and park system. The facilities are strategically located so as to minimize their numbers and to provide bikeways to certain areas or neighborhoods within the City.

**b. Types of Bikeways**

There are three (3) types of bikeway facilities that shall be utilized. These are as follows:

- 1) Bike Path, a facility completely separated from auto traffic and within an independent right-of-way or within the right-of-way of another facility;
- 2) Bike Lane, a facility where part of the roadway or shoulder is striped, signed, and marked for exclusive or preferential bicycle use and where vehicle parking is not permitted, unless otherwise specified; and
- 3) Bike Route, a facility designated by signing to help make motorists aware of the presence of bicycles which share the right-of-way with motor vehicles.

**c. Bikeway Location Criteria**

Bikeways shall be located to integrate with the existing City street and park system. Important criteria used in determining bikeway facility types and locations are:

- 1) Safety. Existing street width.
- 2) Existing and potential demand for use.
- 3) Continuity and directness.
- 4) Spacing. Relationship to other bikeway facilities.
- 5) Location of schools and other public facilities frequented by bicycle riders.
- 6) Location of linear parks and greenbelts.

**d. Geometric Design Criteria**

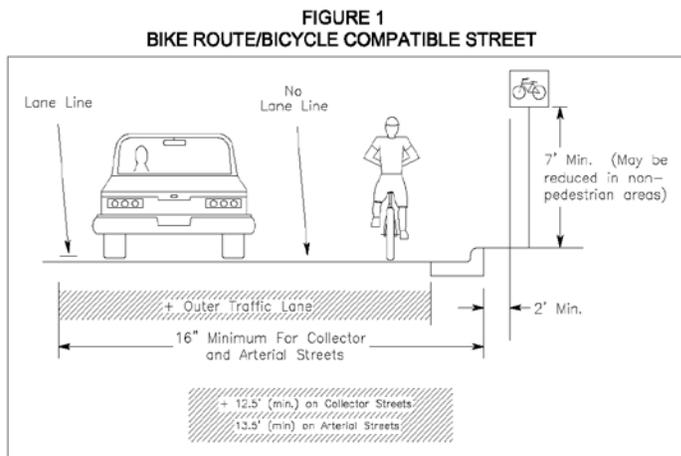
All facilities shall be designed to meet or exceed standards set forth in the "Guide for Development of Bicycle Facilities" published by the American Association of State Highway and Transportation Officials (AASHTO). Signing and pavement markings for such facilities shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Geometric design criteria for each type of bikeway facility are as follows:

**1) Bike Routes**

The placement of bike route signing identifies bicycle compatible streets that will serve as bike routes. Bike route identification and directional signs shall be located and installed as indicated on the Bikeway Master Plan.

Bike Routes provide an important function in that they provide for continuity in the overall bikeway system. Typically most bike routes will occur on local and collector streets as they are often most compatible for bicycle use without additional pavement. A minimum of 16 feet outer lane for collector and arterial streets measured from the outer lane line to the back of curb shall be required for bike routes. A typical bicycle compatible street is shown in Figure 1.

Bike route signing should not end at a barrier. Information directing the bicyclist around the barrier should be provided.



The roadway width, along with factors such as the volume, speed, and type of traffic; parking conditions; grade; and sight distance should be considered when determining the feasibility of a bike route. Roadway improvements, such as safe drainage grates, railroad crossings, smooth pavements, maintenance schedules, and signals responsive to bicycles, should always be considered before a roadway is identified as a bike route.

**2) Bike Lanes**

The bike lane is located within the vehicular roadway in the outside lane and is intended for the exclusive use of bicycles. Bike lanes in the City of College Station must be developed as one-way facilities and carry traffic in the same direction as adjacent motor vehicle traffic. Two-way bike lanes are not permitted because:

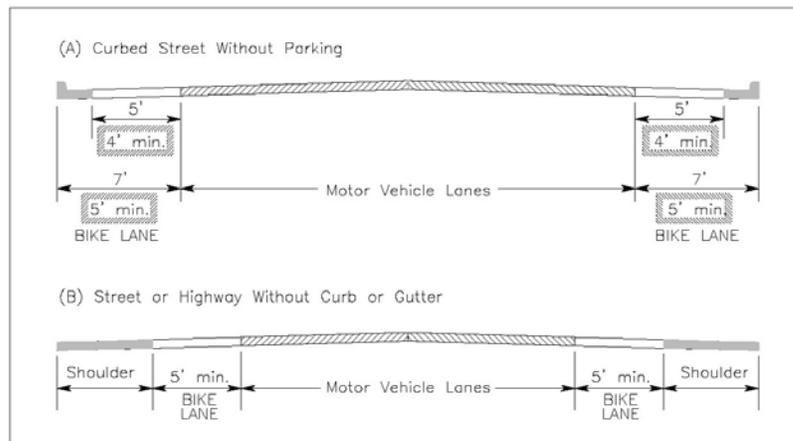
- They require unconventional turns at intersections,
- They are conducive for bicyclists having to go the "wrong way" and to weave across traffic to bike in the proper lane, and
- They require that bicyclists travel in a direction opposite the adjacent auto lane.

Typical bike lane design and layout is illustrated in Figure 2. A one-way bike lane against the curb requires a minimum of 5 feet (5') measured from the edge of pavement, not including the gutter. The bike lane shall be delineated by a continuous painted stripe. The diamond preferential lane symbol (as designated in MUTCD) shall be located immediately after each intersection to inform motorists turning of the restricted nature of the lane.

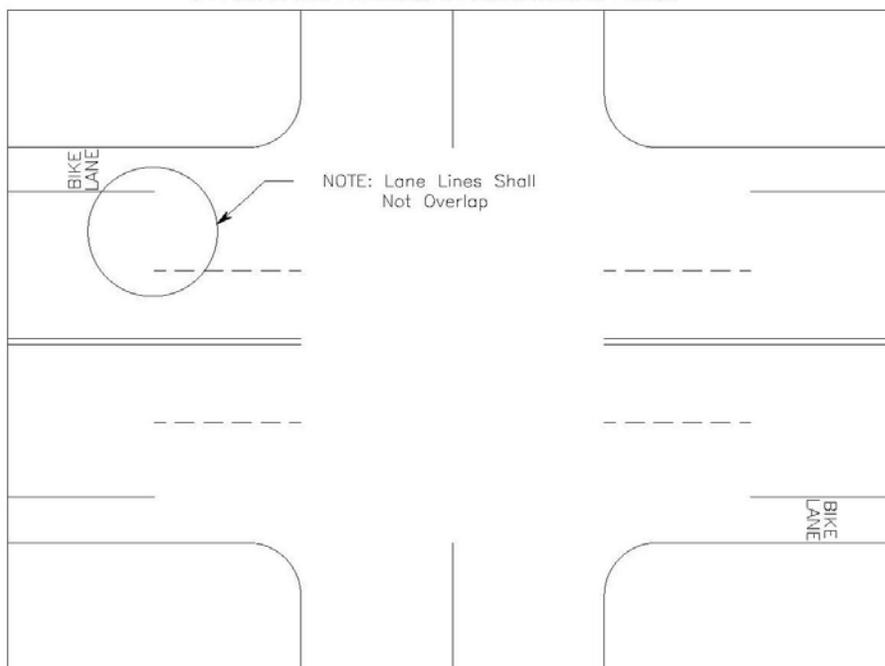
At intersections, bicyclists proceeding straight and motorists turning right must cross paths. Striping and signing configurations which encourage these crossings in advance of the intersection, in a merging fashion, shall be preferred to those that force the crossing in the immediate vicinity of the intersection. Typical treatment of bike lanes at intersections is illustrated in Figures 3 and 4.

Adequate pavement surface, bicycles safe grate inlets, safe railroad crossings, and traffic signals responsive to the bicyclist shall be provided on roadways where bike lanes are designated. Raised pavement markings and raised barriers can cause steering difficulties for bicyclists and should not be used to delineate bike lanes. In general, parking in bike lanes is prohibited. However, parking may be permitted in a bike lane in specific areas during specified times. Where parking is permitted, signs shall be installed to provide notice to bicyclists of when parking is allowed. Parking in a bike lane shall be limited primarily to spillover parking for public uses or events, but parking for non-public uses may also be considered.

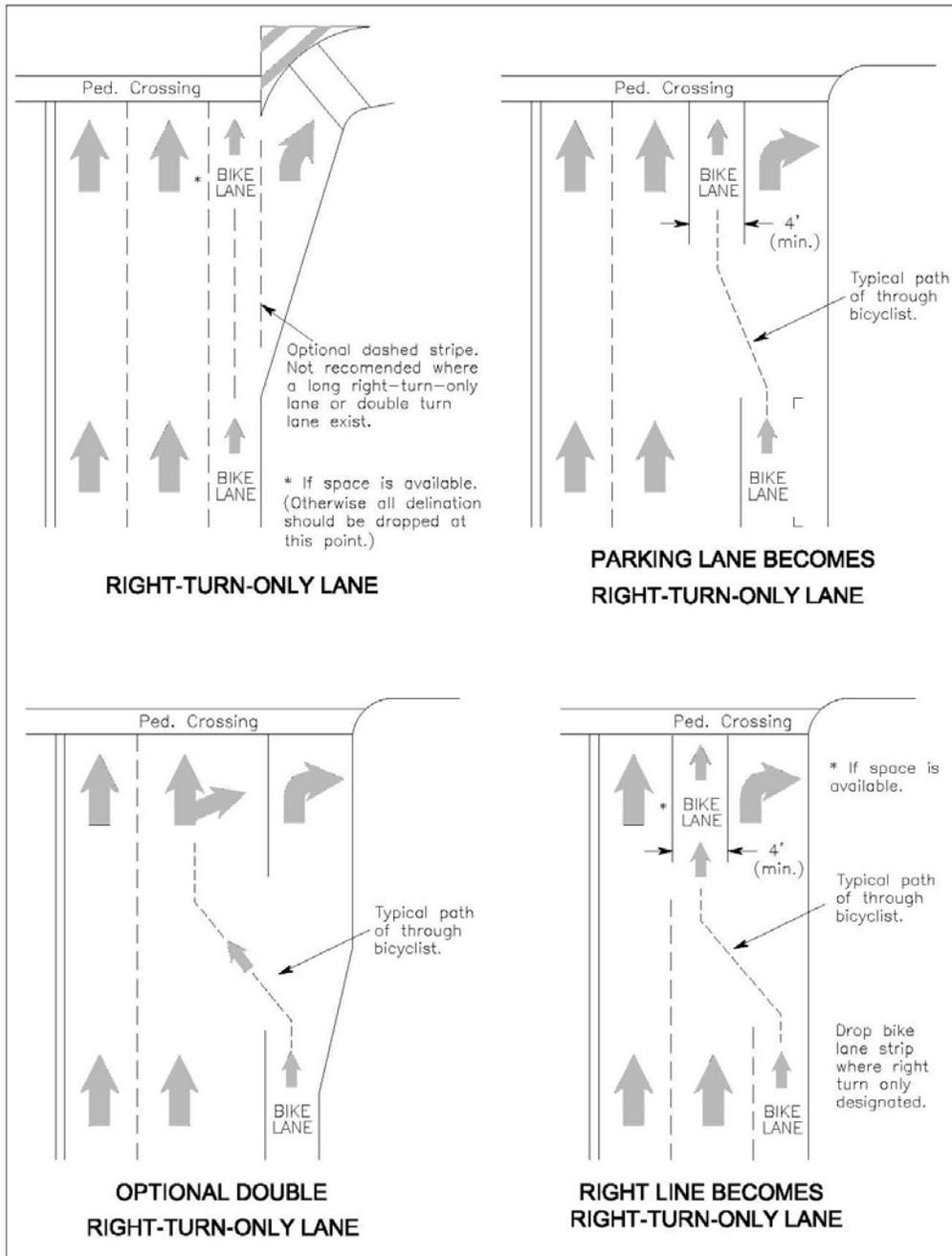
**FIGURE 2  
TYPICAL BICYCLE LANE CROSS SECTIONS**



**FIGURE 3  
TYPICAL BICYCLE LANE CROSS SECTIONS**



**FIGURE 4  
TYPICAL BICYCLE LANE CROSS SECTIONS**



### 3) Bike Paths

Bike paths are facilities used exclusively for bike traffic with minimal cross flow by motor vehicles. They should be located primarily in greenbelt areas or park-type areas. If a bike path is to be located in the right-of-way of an adjacent roadway there should be a minimum of five feet (5') separating the bike path from the roadway.

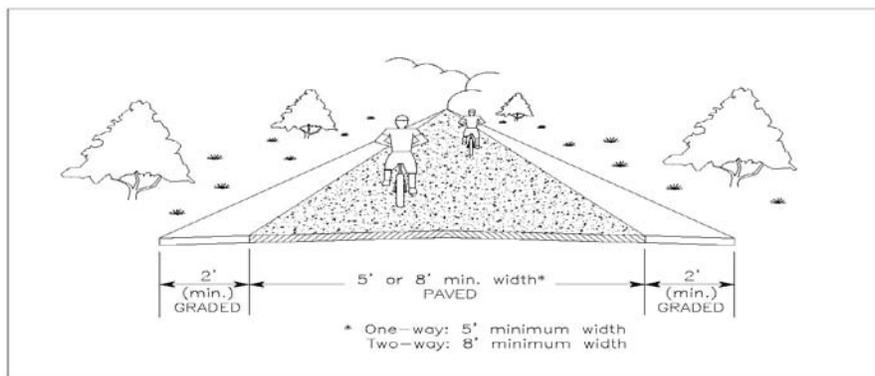
The paved width and the operating width required for a bicycle path are primary design considerations. Figure 5 depicts a bicycle path on a separated right-of-way. Under most conditions, a recommended all-paved width for a two-directional bicycle path is ten feet (10'). In some instances, however, a minimum of eight feet (8') can be adequate. This minimum should be used only where the following conditions prevail: (1) bicycle traffic is expected to be low, even on peak days or during peak hours (2) pedestrian use of the facility is not expected to be more than occasional, (3) there will be good horizontal and vertical alignment providing safe and frequent passing opportunities, (4) the path will not be subjected to maintenance vehicle loading conditions that would cause pavement edge damage. Under certain conditions it may be necessary or desirable to increase the width of a bicycle path to twelve feet (12'); for example, because of substantial bicycle volume, probable shared use with joggers and other pedestrians, use by large maintenance vehicles, steep grades and where bicyclists will be likely to ride two abreast.

The minimum width of a one-directional bicycle path is five feet (5'). It should be recognized, however, that one-way bicycle paths often will be used as two-way facilities unless effective measures are taken to assure one-way operation. Without such enforcement, it should be assumed that bicycle paths will be used as two-way facilities and designed accordingly.

A minimum of two-foot width graded area should be maintained adjacent to both sides of the pavement; however, three feet (3') or more is desirable to provide clearance from trees, poles, walls, fences, guard rails, or other lateral obstructions. A wider graded area on either side of the bicycle path can serve as a separate jogging path.

The vertical clearance to obstructions should be a minimum of eight feet (8'). However, vertical clearance may need to be greater to permit passage of maintenance vehicles and, in under crossings and tunnels, a clearance of ten feet (10') is desirable.

**FIGURE 5  
BICYCLE PATH**



**15. Water Supply**

All subdivisions shall be provided with water supply and distribution systems for fire protection and domestic use.

All water mains, distribution and service lines shall be constructed as provided by the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard as determined by the City Manager, or his designee, shall apply. The City shall accept for public use only water mains, distribution and service lines that comply with these standards for construction.

**16. Sanitary Sewers**

- a. All subdivisions shall be provided with an approved sanitary sewerage system meeting the standards of the City Engineering department. Curved sewers of not less than one hundred foot (100') radius are accepted, as are manholes of not over five hundred foot (500') spacing.
- b. If the sewerage system includes treatment facilities, the plan must be approved by the Texas State Department of Health, and the subdivider must have a permit for the discharge of effluent from the Texas Water Quality Board, before the approval by the Commission.
- c. On-site waste water disposal systems, including private septic systems, may be used in areas where topography, density of development and/or other factors make sewer collection facilities impractical. Such systems, when allowed, must meet the requirements of Brazos County.

**17. Drainage**

All drainage shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications, Chapter 13 Flood Hazard Protection Ordinance* and all applicable state and federal requirements.

**18. Utility Lines**

All utility lines that pass under streets or alleys shall be installed before the street or alley is paved, with embedment, backfill, and depths as approved by the City Engineer, or the crossing shall be bored.

**19. Gas or Oil Lines**

High pressure flammable gas or fuel lines are defined as those which are operated or may be expected in the future to operate at a pressure of over sixty (60) pounds per square inch. High pressure flammable gas or fuel lines, installed on public property, shall be buried with a minimum cover of thirty inches (30"), and shall be marked by an all-weather typed sign, installed at each crossing and at intervals of not more than three hundred feet (300'). The signs shall be installed by the utility company, state that the line is high pressure, and shall name the product or products transported therein.

**20. Street Lights****a. Basic Policy**

It shall be the policy of the City of College Station that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street

lights shall be governed by the utility standards of the College Station Utilities in effect at the time of subdivision construction or addition thereto.

**b. General Standards**

- 1) The actual number of street lights to be required, as well as the type and size of luminaire, and the installation, location and size of street light services, shall be determined by the Electrical Engineer for College Station Utilities. Pole type for mounting of street lights shall be selected by the Developer, subject to the approved street light pole standards of the College Station Utilities.
- 2) Street lights shall normally be required at all street intersections and access ways, in cul-de-sacs, and at generally three hundred feet (300') intervals or less on tangent streets.
- 3) The developer shall furnish satisfactory easements for the installation of services to street lights, with said easements to normally be five feet (5') in width.
- 4) The installation of subdivision lighting shall be performed by either of the following:
  - (a) By the City, subject to cost reimbursement as provided in this UDO.
  - (b) By the developer or his authorized construction representative, subject to compliance with the utility street light installation standards of College Station Utilities.

**21. Electric Service Installation**

- a. All electric utility service shall be installed underground in residential, multi-family residential, commercial and industrial subdivisions. All lateral electric lines and service lines supplying electric utility service shall be placed underground.
- b. Overhead feeder lines may be placed within the above-listed subdivisions in the following locations:
  - 1) Along the perimeter of the platted subdivision.
  - 2) Adjacent to or within the right-of-way of thoroughfares identified on the current thoroughfare plan of the City of College Station and approved for the location of overhead utilities.
  - 3) Within alleys or dedicated easements identified for the location of aerial utility service on the approved subdivision plat.
- c. The Subdivider shall dedicate easements upon forms approved by City for the installation of utilities, including electric. All liens and other ownership interests shall be subordinated to the easement use.
- d. Where the electric service is placed underground, all street lighting and site lighting equipment shall be placed underground except for the poles on which the lights are to be affixed.
- e. The Subdivider shall be responsible for furnishing and installing, and the expenses related thereto, of conduit for the installation of all on-site underground development feeder, lateral and service lines utilized to provide

electric utility service to the subdivision. The specifications for the conduit shall be approved by College Station Utilities prior to installation.

- f. Where electric service is placed underground, all auxiliary equipment for such service, including but not limited to transformers, junction enclosures and switching devices, shall be pad-mounted on grade or shall be placed underground.
- g. Temporary utility service may be provided via overhead line extension.

## 22. Monuments and Corner Markers

- a. All block corners, angle points and points of curves, and all corners of boundary lines of subdivisions shall be marked with a one-half inch (1/2") steel rod, two feet (2') in length, set in the center of a concrete monument six inches (6") in diameter and thirty inches (30") deep, with the top flush with the finished ground surface.
- b. Where, due to topographic conditions, permanent structures or other conditions, the view is obstructed between any two (2) adjacent monuments, intermediate monuments shall be set as to assure a clear view between adjacent monuments.
- c. Corner markers, consisting of a one-half inch (1/2") steel rod or three-fourths inch (3/4") pipe, two feet (2') in length, shall be driven flush with the ground surface to mark the corners of all lots.

## 23. Gating of Roadways

- a. **Purpose:** To achieve orderly development of a secured (gated) community. To protect and promote the health, safety, and general welfare of the City.
- b. **General Requirements**
  - 1) Gating of a public roadway is prohibited.
  - 2) Driveways are considered roadways for the purpose of these gating requirements.
  - 3) The gate shall not block area-wide through routes or block access for roadways to serve future development.
  - 4) Access shall be provided at all times for police, fire, city inspection, mail delivery, garbage pickup, dial-a-rides, utility, school buses, and other health and safety related vehicles. Access must not require drivers to exit their vehicle.
  - 5) A private street subdivision will not cross an existing or proposed thoroughfare as shown on the City's Thoroughfare Plan. A private street subdivision will not disrupt or cross an existing or proposed City of College Station public pedestrian pathway, hike and bike trail or park as shown on the City's Parks and Open Space Plan.
  - 6) The gate design and implementation shall be such that it does not pose a threat to public health, safety and welfare.
  - 7) The infrastructure main lines (electrical, water, and sewer) shall be maintained by the City of College Station.
- c. **Homeowners Association (HOA)**
  - 1) A Homeowners Association shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair and maintenance of all common areas, fences, walls,

gate equipment, landscaping, and all other common facilities, including private streets and sidewalks, which are part of the subdivision (the "Common Facilities").

- 2) All property owners within an existing residential area that is proposed to be gated shall agree to become members of an operative Homeowners Association (HOA).
- 3) The HOA shall prepare and file for record a legal instrument establishing a plan for the use and permanent repair and maintenance of the Common Facilities and demonstrating that the association is self-perpetuating and adequately funded to accomplish its purpose.
- 4) The budget for the HOA shall include a fund reserved for the repair and maintenance of Common Facilities in the amount approved by the city staff.
- 5) The legal instrument establishing the Homeowners Association, street maintenance agreement, the approval of the reserve fund by the City Engineer or Director of Public Works, and written permission for the City's access to the subdivision will be submitted for approval by the City Attorney prior to the submission of the final plat.
- 6) The City will be given written permission for practical access at any time without liability when on official business. The City will also be given written permission to remove obstructions including any gate and guard (house) upon non-compliance by the HOA of any terms of this ordinance or if necessary for the emergency vehicle access. In the event the City must remove obstructions to access the development, the HOA will be assessed all costs of removal.
- 7) In the event the City deems that repairs to private street(s) within a gated community are necessary in order to insure safe access and passage for emergency service vehicles, the City will notify the HOA and a public hearing will be set for input on the projected repairs. Should the HOA fail to provide the satisfactory repairs deemed necessary in a time frame set by the City at the public hearing, then the City will make the necessary repairs and assess the HOA all costs borne by the City in repair of the private street(s). Should the HOA fail to reimburse the City within 90 days, the HOA shall be subject to lien and possibly foreclosure of all assets including but not limited to the maintenance reserve fund.

**d. Geometric Design Guidelines**

- 1) All streets in the development shall be constructed in accordance with city standards.
- 2) The gate(s) location shall not be placed on a public right-of-way or easement.
- 3) All gate mechanical or manual operating functions shall meet Fire Department requirements and provide passage with unobstructed vertical clearance.
- 4) Gated entry way throat length designs taking access from residential, major and minor collector roadways shall meet the following requirements (Ref. Figures 1 & 2):
  - (a) A minimum of 20 feet for one residential single family lot.
  - (b) A minimum of 60 feet for up to twenty-five (25) single family lots.
  - (c) A minimum of 100 feet for twenty-six (26) single family lots or greater

- 5) The gated entry way lengths taking access from major and minor arterials shall be determined and approved on a case by case basis by the City Planning Department.
- 6) Gated entry ways shall provide adequate access for pedestrians and bicycles.
- 7) Gated entry ways to subdivisions shall provide adequate turnaround areas for vehicles that are denied access in order to prevent backing into a public street. (Ref. Figures 1 & 2)

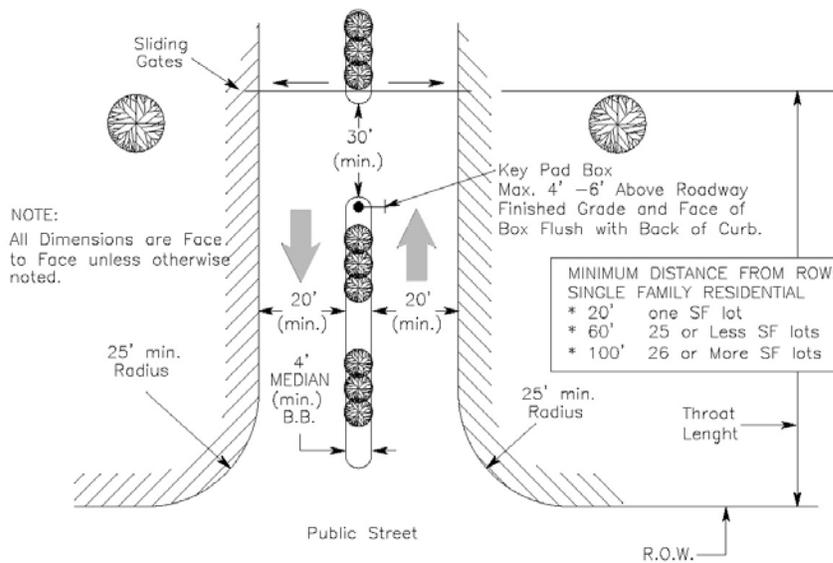


FIGURE 1

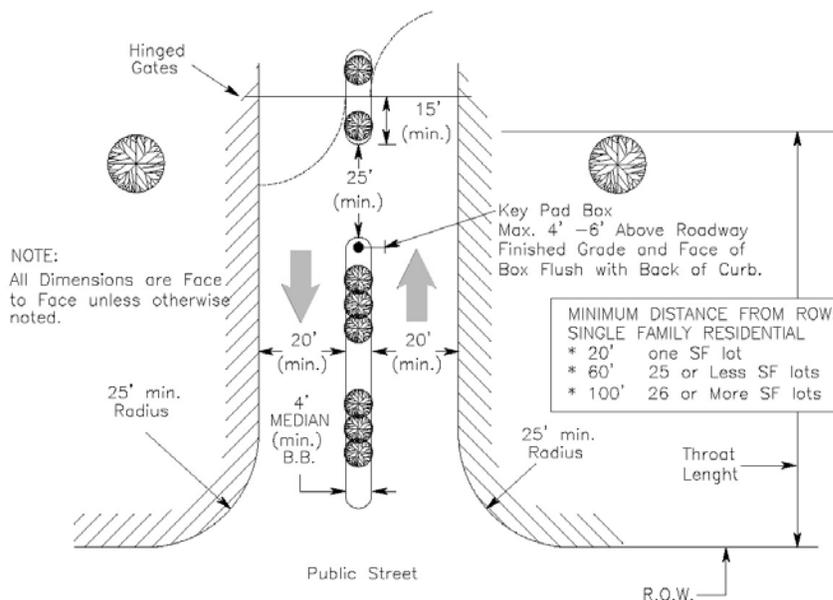


FIGURE 2

- 8) The gated entry way driveway pavement widths to subdivisions, for both egress and ingress, shall be a minimum of 20 feet per driveway and are required to provide a minimum 4 feet center median. (Ref. Figures 1 & 2)
- 9) The gated area shall provide a minimum unobstructed vertical clearance of 14 feet 6 inches from finished roadway surface over the entire width of the entry roadway.
- 10) Public safety elements and signing shall be included in the gate entry way design.

**e. Converting Private Streets to Public Streets**

- 1) Upon a written request signed by HOA officers and submitted to the City Council of the City of College Station, dedication of private streets to the public may be accomplished providing the private streets are brought up to the standards for the public streets in the City and the City Council has agreed to accept the streets.
- 2) The written request by the HOA officers will be accompanied by a petition containing the signatures of the owners of 100% of the existing lots in the subdivision, except when in the public interest.
- 3) All repairs or reconstruction of private streets must be accepted by the City prior to conversion. All conversion dedication costs will be paid by the HOA.

**f. Indemnity**

The Association hereby unconstitutionally and irrevocably agrees to indemnify, defend and hold the City and the City's officials, agents, employees and contractors harmless, from and against any loss, liability, demand damage, judgment, suite, claim deficiency, interests, fee, charge, cost or expense (including, without limitation, interest, court cost and penalties, attorney's fees and disbursement and amounts paid in settlement, or liabilities resulting from any charge in federal, state or local law or regulation or interpretation hereof) of whatever nature, even when caused in whole or in part by the City's negligence or the joint or concurring negligence of the City and any other person or entity, which may result or to which the City and/or any of the City's officials, agents, employees and contractors may sustain, suffer, incur or become subject to in connection with or arising in any way whatsoever out of the maintenance, repair use or occupation of the common facilities, or any other activity of whatever nature in connection therewith, or arising out of or by reason of any investigation, litigation or other proceedings brought or threatened, arising out of or based upon the operation, management, maintenance, repair and use of the common facilities, or any other activity in the subdivision.

**g. Existing Gates**

Any gate as defined by this ordinance existing at the time of adoption of these provisions (Ordinance #2280) which has received an approval from either the City or the County is deemed exempt from the requirements of this Section.

**B. Rural Residential Standards****1. General**

The requirements outlined herein are intended to allow the development of rural residential subdivisions within the corporate boundary of the City of College Station, Texas. It is the intent of this section that these regulations be used to create a rural type atmosphere for development in areas where the Council through zoning deems it appropriate (See Zoning Section below). It is not the intent of this Section to sacrifice the integrity of the City of College Station's current or future infrastructure systems.

**2. Community Assets**

In all subdivisions, attention shall be given to all natural features such as trees, watercourses, historical sites, and similar community assets, which, when preserved, will add attractiveness and value to the property.

**3. Suitability of Lands**

The Commission shall not approve the subdivision of land, if from adequate investigations conducted by staff, it has been determined that in the best interest of the public, the site is not suitable for platting and development purposes of the kind proposed. Land located within FEMA designated floodway and land deemed to be topographically unsuitable shall not be platted for residential occupancy, nor for such other uses as may increase danger to health, life, or property, or aggravate erosion or flood hazard. Development of the flood fringe shall be controlled and designed in accordance with the City of College Station Drainage Ordinance. Such land within the plat shall be set aside for uses that shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory living conditions.

**4. Large Tracts or Parcels**

When land is subdivided into larger parcels rather than ordinary lots, as defined in this UDO, such parcels shall be arranged so as to allow for the opening of future streets and logical further subdivisions. If the City's Comprehensive Plan requires thoroughfares to cross the interior of the subdivision or lie anywhere within the subdivision, the right-of-way shall be dedicated to the public.

**5. Zoning**

No plat of land within the force and effect of an existing zoning ordinance shall be approved unless it conforms to such zoning or other pertinent regulations. Rural residential subdivisions can only develop in A-O or A-OR zoning districts.

**6. Reserved Strips Prohibited**

There shall be no reserved strips controlling access to land dedicated or intended to be dedicated to the public.

**7. Standards**

All construction on streets or easements shall be designed and constructed in accordance with City Engineering standards and specifications.

**8. Streets****a. Goal**

The goal of this section is to provide each lot in a rural residential subdivision with access to a durable and maintainable public/private street with adequate

capacity, while retaining rural aesthetics and cost effectiveness, and without compromise to the City of College Station Thoroughfare Plan.

**b. Street Layout**

Adequate streets shall be provided by the subdivider such that the arrangement, character, extent, width, and grade of each shall conform to the Thoroughfare Plan of the City and shall be considered in their relation to existing and planned streets, to the topographical conditions, to the public safety and convenience, and to their appropriate relationship to the proposed use of the land to be served by such streets.

**c. Relation to Adjoining Street Systems**

Where necessary to the neighborhood pattern, existing streets in adjacent or adjoining areas shall be continued, in alignment therewith. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the proper projection of streets into such areas.

**d. Street Jogs**

Whenever possible, street jogs with center-line offsets of less than one hundred twenty-five feet (125') shall be avoided.

**e. Half Streets**

No half streets shall be platted.

**f. Dead-end Streets**

Dead-end streets shall be prohibited except short stubs to permit extension. Temporary turnarounds may be required.

**g. Cul-de-Sacs**

Cul-de-sacs shall not exceed two thousand feet (2000') in length to radius point, and shall terminate in a turnaround not less than one hundred feet (100') in diameter, with a pavement diameter of eighty feet (80'). The number of dwelling units may not exceed thirty (30) on any cul-de-sac, regardless of length.

**h. Street Intersections**

Acute angles between streets at their intersections are to be avoided.

**i. Thoroughfares on Master Plan**

Where a subdivision embraces or is adjacent to a thoroughfare as shown on the City of College Station Thoroughfare Plan, such street shall be platted to maintain continuity in the approximate location as shown, and of the type indicated. In certain cases the City may have constructed a street through the area to be subdivided, in which case the subdivider shall develop the necessary street intersections at his expense, in accordance with the requirements of this UDO. The Commission may require that, where practical, residential lots adjacent to arterial streets or parkways be platted or restricted so as to prevent driveways opening into such streets.

All thoroughfares (if they will be continuous beyond the rural residential subdivision) shall be constructed to urban standards as contained in this Article. All residential streets and those collectors, which are wholly contained within the rural residential subdivision and provide internal circulation for the rural residential subdivision(s) only, may be constructed to the standards contained within this Section.

**j. Local Streets**

Local streets shall be laid out to discourage through traffic.

**k. Geometric and Pavement Standards**

Design criteria for urban and rural streets and alleys are contained in the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications*.

**l. Standard Details and Specifications**

Refer to the City of College Station Street Specifications for the standard pavement cross-section detail and specifications regarding all pavement materials.

**m. Street Names**

New streets shall not only be named so as to provide continuity of existing streets, but shall be named to prevent conflict with identical or similar names in other parts of the City. New streets shall not be named after any living person.

**9. Easements****a. Drainage Easements**

Where a subdivision is traversed by a watercourse, drainage way, natural channel or stream, there may be required a drainage easement or right-of-way conforming substantially to the limits of such watercourse, plus additional width to accommodate future needs as determined by the City Engineer. The City of College Station Drainage Policy and Design Standards shall be used as a guideline for easement sizing. No construction, including fences, shall impede, constrict, or block the flow of water in any easement or natural watercourse. Such easement shall not be considered a part of the lot area for purposes of minimum lot size requirements of this UDO.

**b. Utility Easements****1) Utility Layout**

A utility layout is required for all rural residential subdivisions, which shall include all utilities proposed to be installed in the subdivision, as well as any future utilities. Based on this layout, all lines shall have adequate clearance from other utilities and each block shall have a utility easement either at the rear or the front of all lots, reserved for the use of these utility lines, conduit, and equipment. These utility easements shall be twenty feet (20') in width, and shall be continuous for the entire length of a block. If taken at the rear of the lots, it shall be taken as ten (10') feet from each lot where the rear of the lots abut each other. These easements shall be parallel as closely as possible to the street line frontage of the block. The City's electrical engineer will design the electrical system in all subdivisions.

**2) Additional Easement**

Where utility easements are not themselves straight within each block, or if the same do not connect on a straight course with utility easements of adjoining blocks, then an additional easement shall be provided for the placement of guy wires on lot division lines in order to support poles set on curving or deviating rights-of-way or easements.

**3) Easements Required by City Engineer**

Utility easements may be required across parts of lots other than as described above upon recommendation of the City Engineer. Where the

proposed subdivision adjoins an unplatted area, the full twenty foot (20') width of easement may be required along the rear of lots adjoining the unplatted area.

**4) Fencing in Easements**

Utility easements may be fenced if unlocked gates are provided to allow free movement of excavating machines, maintenance equipment, and personnel throughout the full length of the easement.

**10. Blocks**

**a. General**

Blocks generally shall be platted to provide two (2) tiers of lots with a utility easement between them, with proper regard for drainage channels, wooded areas and other topographical features lending themselves to attractive treatment.

**b. Block Lengths**

Block length shall not exceed one thousand fifteen hundred feet (1,500') in rural residential subdivisions. In blocks over eight hundred feet (800') in length, there may be required, near the center of the block, an access way as hereafter defined. An access way may be required at the end of a cul-de-sac to facilitate pedestrian traffic movement.

**11. Lots**

**a. Lot Configuration**

Side lot lines which make acute angles with front lines shall be avoided where practical. In general, an arrangement placing adjacent lots at right angles to each other shall be avoided.

**b. Lot Size and Setbacks**

Lot size and setback lines shall be in accordance with zoning requirements. Lots abutting on access ways shall be treated as corner lots.

**12. Access Ways**

Access ways, where required, shall have a ten foot (10') right-of-way, dedicated to the public. A four foot (4') sidewalk shall be constructed in the center of the right-of-way conforming to City Engineering standards and specifications.

**13. Sidewalks**

Sidewalks are not required on residential and collector streets that are wholly contained within the rural residential subdivision(s). If they are provided, they shall meet all sidewalk regulations in the Urban Standards Section and shall be constructed away from the roadway surface to provide adequate safety for pedestrians. All sidewalks shall be a minimum of four feet (4') in width and constructed in accordance with City Engineering standards and specifications. Sidewalks are required on all major and minor arterials and collectors that will continue beyond the rural residential subdivision and are required to be constructed to urban street standards. Sidewalks on these streets shall meet all requirements sidewalks as given in the Urban Standards Section.

**14. Bikeways**

Bikeways will be required in accordance with the Bikeway Master Plan. Refer to the Urban Standards Section for requirements.

**15. Water Supply****a. Goal**

All rural residential subdivisions shall be provided with a safe, reliable public/private water supply to each platted lot, without compromising the City of College Station's future water distribution system.

**b. Determination of Water Supplier**

All subdividers of rural residential subdivisions shall ascertain which local water supplier is certificated to serve the proposed subdivision. If the supplier is not the City of College Station, a predevelopment meeting is encouraged and shall be held between the subdivider, proposed water supplier and the City Engineer, in order to assure that adequate water supply will be available to all lots within the subdivision.

**c. City of College Station as Water Supplier**

If the water supplier is the City of College Station, waterlines shall be sized to accommodate both domestic use and fire protection to the subdivision. The design of the waterlines shall be in accordance with all applicable city, state and federal regulations, City of College Station design standards and construction specifications and acceptable engineering standards. The design shall be approved by the City Engineer. Adequately sized waterlines shall be provided by the subdivider such that they conform to the City's Utility Master Plan.

**d. Rural Water Supplier**

Water for all rural subdivisions shall be as provided by the City Standards. The requirements will include the fire flow requirements as provided by the International Fire Code and the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements."

**16. Sanitary Sewage****a. Goal**

To provide adequate sanitary sewer service to all lots within rural residential subdivisions, that does not compromise public health or the future of the City of College Station gravity sewer collection system.

**b. Gravity Sanitary Sewer System Required**

At the time of zoning, a determination shall be made as to whether the subdivision must connect to the existing sanitary sewer system or if an on-site sewage disposal system (private septic system) will be allowed. If it is determined at the time of zoning that a gravity sewer system is required, the design of such shall meet the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and all applicable city, state and federal regulations. Adequately sized sewerlines shall be provided by the subdivider such that they conform to the needs of the sewer service area and the City's Utility Master Plan.

**c. Sanitary Sewer Master Plan**

If it is determined at the time of zoning that on-site sewage disposal systems (private septic systems) will be allowed, a gravity sanitary sewer master plan shall be designed for the subdivision. This master plan is required to assure that all lots, at some future date, can be connected by gravity service line to the future sewer collection system. Adequately sized sewerlines shall be provided within the subdivision's sewer master plan such that they conform to the City's Utility Master Plan. All lines designed within this master plan shall meet all applicable city, state and federal regulations, City design standards

and acceptable engineering standards. This master plan shall consist of: verbiage explaining all design assumptions, plan and profile layouts of all future gravity lines to be constructed within the subdivision, and a minimum finished floor elevation established for each lot to assure a connection to the future gravity sewer collection system. All minimum finished floors established by this master plan shall be placed on the respective lots on the final plat. Said master plan shall be adopted by ordinance by Council prior to final plat approval by the Planning & Zoning Commission.

**d. Private Septic System Licenses**

On-site sewage disposal systems (private septic systems) shall be designed to meet all requirements of the applicable County Health Department. The system shall be licensed through the same agency and the license shall be kept current. A note shall be provided on the plat as such above.

**17. Drainage**

**a. Goal**

To provide adequate drainage facilities within rural residential subdivisions, that do not compound flooding and provide roadway facilities with adequate drainage to allow safe ingress/egress.

**b. Drainage Design**

Drainage shall be provided to handle runoff from the subdivision in accordance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications, Chapter 13 Flood Hazard Protection Ordinance* and all applicable state and federal requirements.

**c. Roadside Ditches**

Roadside ditches shall be designed in accordance with the City of College Station Drainage Policy and Design Standards. They shall be a minimum of eighteen inches (18") deep, except in areas where the topography deems it inappropriate.

**d. Culverts**

Culverts shall be designed in accordance with the City of College Station Drainage Policy and Design Standards. The minimum size of any culvert shall be eighteen inches (18"). Safety end treatments, headwalls or wingwalls are required as appropriate.

**18. Utility Lines**

All utility lines that pass under streets shall be installed before the street is paved, with embedment, backfill, and depths in accordance with City engineering design standards and specifications, or the crossing shall be bored.

**19. Gas or Oil Lines**

High pressure flammable gas or fuel lines are defined as those which are operated or may be expected in the future to operate at a pressure of over sixty (60) pounds per square inch. High pressure flammable gas or fuel lines, installed on public property, shall be buried with a minimum cover of thirty inches (30"), and shall be marked by an all-weather typed sign, installed at each crossing and at intervals of not or than three hundred feet (300'). The signs shall be installed by the utility company, state that the line is high pressure, shall name the product or products transported therein, the utility company name and an emergency phone number.

**20. Street Lights****a. Goal**

To provide adequate street lighting for the protection of property and the public, while in keeping with a rural setting subdivision.

**b. Standards**

Installation procedures and acceptable standards for street lights shall be governed by the utility standards of College Station Utilities in effect at the time of subdivision construction or addition thereto.

- 1) The type and size of luminaire, and the installation and size of street light services, shall be determined by the Electrical Engineer for College Station Utilities. Pole type for mounting of street lights shall be selected by the Developer, subject to the approved street light pole standards of College Station Utilities.
- 2) The developer shall furnish satisfactory easements for the installation of services to street lights, with said easements to normally be five feet (5') in width.
- 3) The installation of subdivision lighting shall be performed by either of the following:
  - (a) By the City, subject to cost reimbursement as provided in Responsibility For Payment For Installation Costs Section herein.
  - (b) By the developer or his authorized construction representative, subject to compliance with the utility street light installation standards of College Station Utilities.

**c. Locations**

Street lights shall be required at the following locations within rural residential subdivisions:

- 1) At all street intersections, and
- 2) At the end of all cul-de-sacs greater than 300' in length.

The subdivider may request street lights at other locations within the subdivision, given that the locations do not exceed the current standard for street light provision as outlined in Street Lights in the Urban Standards Section contained herein.

**21. Electric Service****a. Goal**

To provide adequate electrical service to all lots within a rural residential subdivision, that is in keeping with a rural setting and does not compromise the integrity of the City of College Station electrical distribution system.

**b. Determination of Supplier**

All subdividers of rural residential subdivisions shall ascertain which local electric supplier is certificated to serve the proposed subdivision. Where the supplier of electric service is other than the City of College Station, the supplier must meet all the applicable City ordinances and have construction specifications approved by the City's electrical engineer.

**c. Installation**

At the developers discretion, lateral electric lines and service lines supplying electric utility service shall be placed either overhead or underground.

**d. Easements**

The subdivider shall dedicate easements upon forms approved by City for the installation of utilities, including electric. All liens and other ownership interests shall be subordinated to the easement use.

**e. Underground Service**

Where underground electric service is selected, all street lighting and site lighting equipment shall be placed underground except for the poles on which the lights are to be affixed.

**f. Underground Conduit**

The subdivider shall be responsible for furnishing and installing, and the expenses related thereto, conduit for the installation of all on-site underground development feeder, lateral and service lines utilized to provide electric utility service to the subdivision. The specifications for the conduit shall be approved by the electrical department prior to installation.

**g. Auxiliary Equipment**

Where electric service is placed underground, all auxiliary equipment for such service, including but not limited to transformers, junction enclosures and switching devices, shall be pad-mounted on grade or shall be placed underground.

**22. Monuments and Corner Markers**

All monumentation for a rural residential subdivision shall be in accordance with Monuments and Corner Markers in the Urban Standards Section contained herein.

**C. Extraterritorial Jurisdiction Standards**

The requirements of the Rural Residential Standards above, shall apply as applicable to all subdivisions and developments within the City of College Station Extraterritorial Jurisdiction, with the following modifications:

**1. Streets**

Streets shall be in conformity with the requirements of the Streets subsection, except that rural sections, as defined in the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* shall be used. The minimum right-of-way width shall be seventy feet (70'), and if a thoroughfare, as shown on the City's or County's Thoroughfare Plan, crosses or forms a boundary of the subdivision, a rural collector section shall be required.

**2. Lot Size**

The minimum lot size shall be one (1) acre.

**3. Lot Width**

The minimum lot width shall be one-hundred feet (100').

**4. Water Supply**

Water for all ETJ subdivisions shall be as provided by the City Standards. The requirements will include the fire flow requirements as provided by the International Fire Code and the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements.

**5. Sanitary Sewers****A. Private Septic System Licenses**

On-site sewage disposal systems (private septic systems) shall be designed to and meet all requirements of the applicable County Health Department. These systems shall be licensed through the same agency and the license shall be kept current. A note shall be provided on the plat indicated such as above.

**B. Gravity Sanitary Sewer System**

Gravity Sanitary Sewer Systems shall be in accordance with the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements.

**6. Drainage**

Drainage shall be in accordance with the applicable County standards.

**7. Street Lights**

Street lights are not required.

**8. Electric Service**

Electric service will not be supplied by the City.

**9. City Participation**

The City will not participate in the cost of the subdivision or utilities outside the City limits, including garbage collection and street maintenance except for utilities dedicated to the City of College Station with a Development Agreement. Such utility service shall be in accordance with City Council Resolution #2-9-2006-13.04 (as amended) Regarding the Extension of Water and Sewer Utility Services to Properties within the Extraterritorial Jurisdiction (ETJ).

**8.3 Waiver of Subdivision Standards**

**A.** The Commission may authorize a waiver from the regulation when, in their opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Commission shall prescribe only conditions that it deems not prejudicial to the public interest. In making the findings hereinbefore required, the Commission shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, the possibility that a nuisance will be created, and the probable effect of such waiver upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No waiver shall be granted unless the Commission finds:

1. That there are special circumstances or conditions affecting the land involved such that strict application of the provisions of this chapter will deprive the applicant of the reasonable use of his land;
2. That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant;
3. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this chapter; and
4. That the granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this UDO.

**B.** Such findings of the Commission, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the meetings at which such waiver is granted. Waivers may be granted only when in harmony with the

general purpose and intent of this UDO so that public health, safety, and welfare may be secured and substantial justice done.

**C. Waiver from Water Flow Requirements**

This Section shall not apply to fire flow provisions set out in the Water Supply subsection of the Urban Standards, Rural Residential Standards, and Extraterritorial Jurisdiction Standards contained herein.

**D. Waiver from Lot Size**

This Section shall not apply to Lot Size provisions set out in the Extraterritorial Jurisdiction Standards contained herein.

**8.4 Certifications**

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF TEXAS     )  
  )  
COUNTY OF BRAZOS    )

I (we) \_\_\_\_\_, owner(s) and developer(s) of the land shown on this plat, and designated herein as the \_\_\_\_\_ Subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed.

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

STATE OF TEXAS     )  
  )  
COUNTY OF BRAZOS    )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public, Brazos County, Texas

CERTIFICATE OF SURVEYOR AND/OR ENGINEER

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

I, \_\_\_\_\_, Registered Public Surveyor (Engineer), No. \_\_\_\_\_, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

\_\_\_\_\_

CERTIFICATE OF CITY ENGINEER

I, \_\_\_\_\_, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

\_\_\_\_\_  
City Engineer  
City of College Station

APPROVAL OF PLANNING AND ZONING COMMISSION

I, \_\_\_\_\_, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chairman

ATTEST:

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

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

I, \_\_\_\_\_, County Clerk, in and for said county, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the \_\_\_\_\_ day of, 20\_\_\_\_, in the Deed Records of Brazos County, Texas, in Volume \_\_\_\_\_ Page \_\_\_\_\_.

WITNESS my hand and official Seal, at my office in Bryan, Texas.

(SEAL)

\_\_\_\_\_  
County Clerk  
Brazos County, Texas

CERTIFICATE OF GREENWAY DEDICATION

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

I (we) \_\_\_\_\_, owner(s) and developers of the land shown on this plat, and described herein as \_\_\_\_\_ Subdivision in the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate in fee simple to the use of the public forever all greenways thereon shown for the purpose and consideration therein expressed.

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

CERTIFICATE OF NO ACTION TAKEN

I, \_\_\_\_\_, Chairman of the Planning and Zoning Commission, hereby certify that the plat was filed with the Planning and Development Services Department on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and that the Planning and Zoning Commission failed to act on the plat within 30 days after the plat was filed.

## 8.5 Responsibility for Payment for Installation Costs

- A. Developer Responsibilities.** The developer shall be responsible for the designing and installing of all public improvements which primarily serve the subdivision. This includes being responsible for the costs associated therewith that are shown on the plat or that may be off-site but needed to ensure adequacy of public facilities and services for the subdivision; and subject to participation by the City or other third parties as may be allowed or required by applicable law, such as participation by the City for costs associated with oversizing of public improvements beyond that which is necessary to serve the subdivision. Facilities required by this UDO and City Code of Ordinances shall be considered as primarily serving the subdivision unless otherwise determined by the City.
- B. Street Lights**  
The developer shall pay the entire cost of the subdivision street light installation, including the cost of service lines to supply electricity to the street lights, and all engineering design costs. Once satisfactorily installed, approved, and accepted, the maintenance of the street lights and the furnishing of electric energy to the street lights shall be provided by the City.
- C. Street Signs**  
The developer will provide and install, at no cost to the City, all street name signs and associated poles, and hardware.
- D. Engineering Inspection and Testing**
1. The City will charge for engineering inspection during construction and for final inspection as established by Council resolution from time to time; however, it is to be understood that the City will do no layout work or daily inspection.
  2. The City requires testing by an independent laboratory acceptable to the City of College Station to ensure compliance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and approved plans and specifications of the construction of the infrastructure before final inspection and approval of that infrastructure. Charges for such testing shall be paid by the project owner / developer.

## 8.6 Construction, Guarantee of Performance, and Acceptance of Public Infrastructure

### A. Construction

1. **Development Permit**  
Upon approval of the construction documents by the Development Engineer and upon issuance of a Development Permit, the developer may proceed with the construction of public infrastructure. Construction of private improvements is prohibited until the requirements for constructing or guaranteeing construction of public infrastructure are met as set forth herein. Neither the developer nor the contractor nor the subcontractor shall make a connection to or tap into the City water distribution system, electric system, or sanitary sewer system. The developer shall furnish all necessary materials to make the final tap or connection.
2. **Letter of Completion and Acceptance**  
When the developer constructs the required public improvements, all such construction shall be inspected while in progress, by the City Engineering Division,

and must be approved upon completion by the City Engineer. A Letter of Completion will be issued by the City Engineer when:

a. The construction conforms to the approved plans and the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and all applicable city, state and federal regulations;

b. The developer provides construction red-lined record drawings signed by the contractor acceptable to the City Engineer that contain the following attestation:

"I, \_\_\_\_\_, General Contractor for \_\_\_\_\_ development, certify that the improvements shown on this sheet were actually built, and that said improvements are shown substantially hereon. I hereby certify that to the best of my knowledge, that the materials of construction and sizes of manufactured items, if any are stated correctly hereon."

\_\_\_\_\_  
General Contractor

c. The developer and his agent/contractor, if applicable, signs the Letter of Completion which furnishes the City a written guarantee that all workmanship and materials shall be free of defects for a period of one (1) year from the date of acceptance by the City Engineer; and

d. Off-site easements have been recorded, or are presented to the City and acceptable to be recorded.

3. Upon completion by the developer, and formal acceptance by the City of the public infrastructure required to be completed by the developer, they shall become the property of the City of College Station, Texas.

#### B. Guarantee of Performance

1. In lieu of the obligation to construct public infrastructure as set forth above, the developer may elect to file security guaranteeing construction of the same in order to obtain final plat approval and to commence construction of private improvements. This may be accomplished in one of the following three ways:

##### a. Performance Bond

The developer may file with the City Engineer a bond executed by a surety company holding a license to do business in the State of Texas, in an amount acceptable to the City Engineer of the City of College Station, and in a form approved by the City Attorney. The developer shall state in writing a timeframe acceptable to the City by when such public improvements will be complete; or

##### b. Trust Agreement

The developer has placed on deposit in a bank or trust company in the name of the City, under terms and conditions approved by the City, in a trust account, a sum of money equal to the estimated cost of all public improvements required by this chapter. The cost and the time of completion for such public improvements shall be in writing and be acceptable to the City Engineer. The selection of the trustee must be approved by the City, and the term as and conditions of the trust agreement acceptable to the City Attorney. Periodic withdrawals may be made from the trust account for a progress payment of installation costs. The amount of withdrawals shall be based upon progress work estimates approved by the City Engineer. All such withdrawals shall be approved by the trustee; or

**c. Unconditional Guarantee from Local Bank or Local Savings & Loan Association or Other Financial Institution as Approved by the City of College Station**

The developer has filed with the Administrator a letter, in a form approved by the City, signed by a principal officer of a local bank, local savings and loan association, or other financial institution, acceptable to the City, agreeing to pay to the City of College Station, on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the developer is responsible under this Section. The guaranteed payment sum shall be the estimated costs and scheduling as prepared by the developer's engineer and approved by the City Engineer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide.

2. If one (1) of the three (3) types of security is filed by the developer as described above, the City Engineer shall inspect and approve the construction of public improvements in accordance with the requirements of this UDO when same occurs. If the developer fails to properly construct some or all required public improvements, the City Attorney shall, on direction of the City Council, proceed to enforce the guarantees provided in this Section.
3. The City Engineer may extend the period of time by when completion of public improvements is to occur when posting security. Such extension of time shall be granted upon a showing of good cause and shall be reported to the Commission and recorded in the minutes. No such extension shall be granted unless security, as provided herein, has been provided by the developer covering the extended period of time.

## **8.7 Requirements for Park Land Dedication**

### **A. Purpose**

This Section is adopted to provide recreational areas in the form of neighborhood park facilities as a function of subdivision and site development in the City of College Station and its Extra-Territorial Jurisdiction (ETJ). This section is enacted in accordance with the home rule powers of the City of College Station, granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 (Vernon 1999; Vernon Supp. 2004-2005) as amended from time to time.

It is hereby declared by the City Council that recreational areas in the form of neighborhood parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and located within convenient distances from a majority of the residences to be served thereby. The park zones established by the Parks and Recreation Department and shown on the official Parks and Recreation map for the City of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities.

Therefore, the following requirements are adopted to effect the purposes stated above and shall apply to any land to be used for residential purposes:

**B. General Requirements**

The City Manager or his designee shall administer this Section with certain review, recommendation and approval authorities being assigned to the Planning and Zoning Commission and the Parks and Recreation Advisory Board as specified herein.

Dedications shall cover both land acquisition and development costs for neighborhood park land for all types of residential development. Dedications shall be based on actual dwelling units for the entire development. Increases or decreases in final unit count prior to final plat will require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate additional park land shall be dedicated in accordance with the requirements in this Section with the filing of a final plat.

The methodology used to calculate fees and land dedications is attached hereto as Appendix I and incorporated and made a part of this ordinance for all purposes.

Fees paid under this Section may be used only for development or acquisition of neighborhood parks located within the same Zone as the development.

**1. Land Dedication**

For residential developments the area of land to be dedicated for neighborhood park land purposes shall be determined by the procedures described in Appendix I.

The total amount of land dedicated for the development shall be dedicated in fee simple by plat:

- a. Prior to the issuance of any building permits for multi-family development,
- b. Concurrently with the final plat for a single phase development,
- c. For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or
- d. The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required. The amount of the financial guarantee is calculated by multiplying the number of acres of park land required to be dedicated by \$24,000 as the estimated value of an acre of land in the proposed subdivision.

The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.

**2. Fee in Lieu of Land**

The amount of the Fee-in-Lieu of Land ("Fee") shall be set at an amount sufficient to cover the costs of the acquisition of neighborhood park land.

A landowner may elect to meet the requirements of Land Dedication within this Section, in whole or in part, by paying a fee in the amount set forth in Appendix I. Before making this election, for any required dedication greater than three (3) acres, or for any development containing floodplain or greenway, the landowner must:

- a. Obtain a recommendation from the Parks and Recreation Advisory Board, and
- b. Obtain approval from the Planning & Zoning Commission pursuant to the Plat Approval Procedures Section in Article 3 of this UDO.

For neighborhood park land, the fee shall be calculated using the procedure described in the Land Dedication within this Section to value the land, and the procedure shown in Appendix I to calculate the total amount of the fee which shall be remitted:

- Prior to the issuance of any building permits for multi-family development; or
- Upon submission of each final plat for single family, duplex or townhouse development.

Fees may be used only for acquisition or development of a neighborhood park facility located within the same Zone as the development.

The City Manager or his designee is authorized to accept the Fee for dedications of fewer than three (3) acres where:

- There is a sufficient amount of park land existing in the park zone of the proposed development or
- The proposed dedication is insufficient for a Neighborhood Park site under existing park design standards.

This determination shall be made based on the Recreation, Park & Open Space Master Plan, as amended from time to time.

### 3. Park Development Fee

In addition to the land dedication, there shall also be a fee established that is sufficient to develop the land to meet the Manual of Park Improvements Standards to serve the zone in which such development is located. This fee and the estimate of neighborhood park improvement costs shall be computed as shown in Appendix I. The total fee shall be paid upon submission of each final plat or upon application for a building permit, whichever is applicable.

### 4. Park Development Option in Lieu of Fee

A landowner may elect to construct the neighborhood park improvements in lieu of paying the Park Development Fee under the following terms and conditions:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted to the City Manager or his designee for review. A site plan approved by the Director of Parks and Recreation and Parks and Recreation Advisory Board is required upon submission of each final plat or upon application for a building permit, whichever is applicable.
- b. Within twelve (12) months from the date of said submission or application the landowner shall submit detailed plans and specifications in compliance with the site plan to the City Manager or his designee for review and approval.
- c. All plans and specifications shall meet or exceed the Manual of Park Improvement Standards in effect at the time of the submission.
- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post Payment and Performance Bonds to guarantee the payment to subcontractors and suppliers and to guarantee Developer completes the work in accordance with the approved plans, specifications, ordinances, other applicable laws and that City has issued a Certificate of Completion for the improvements.

- e. The construction of all improvements must be completed within two (2) years from the date of the approval of the plans and specifications. A final, one-time extension of twelve months may be granted by the Administrator upon demonstration that said improvements are at least fifty percent (50%) constructed.
- f. Completion and Acceptance – Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:
  - 1) Improvements have been constructed in accordance with the Approved Plans,
  - 2) All Park Land upon which the improvements have been constructed has been dedicated as required under this ordinance and
  - 3) All manufacturers' warranties have been provided for any equipment.
- g. Upon issuance of a Certificate of Completion, Landowner warrants the improvements for a period of one (1) year as per the requirements in the Manual of Park Improvements Standards.
- h. The developer shall be liable for any costs required to complete park development if:
  - 1) Developer fails to complete the improvements in accordance with the Approved Plans
  - 2) Developer fails to complete any warranty work

**5. Reimbursement for City Acquired Park Land**

The City may from time to time acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a park zone, the City may require subsequent Park Land dedications for that zone to be in Fee-in Lieu-of-Land only. This will be to reimburse the City for the cost(s) of acquisition. Once the City has been reimbursed entirely for all such Park Land within a park zone, this Section shall cease to apply.

**C. Prior Dedication or Absence of Prior Dedication**

If a dedication requirement arose prior to enactment of this Section that dedication requirement shall be controlled by the ordinance in effect at the time such obligation arose, except that additional dedication shall be required if the actual density of structures constructed upon property is greater than the former assumed density. Additional dedication shall be required only for the increase in density and shall be based upon the ratio set forth in the General Requirements within this Section. (Credit shall be given for land dedicated or fees paid pursuant to prior Park Land Ordinance Nos. 690, 983 or 2546.)

**D. Comprehensive Plan Considerations**

The Recreation, Park and Open Space Master Plan is intended to provide the College Station Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs. The Plan will also be used to locate desirable park sites before development occurs, and those sites may be acquired by the City or received as donations.

Park Zones are established by the City's Comprehensive Plan, in the Recreation, Park and Open Space Master Plan and are configured to indicate service areas for neighborhood parks. Zone boundaries are established that follow key topographic features such as major thoroughfares, streams, city limit and ETJ boundary lines Park

Zones may be created or amended by the Recreation, Park and Open Space Master Plan as dedications or circumstances dictate.

**E. Special Fund; Right to Refund**

1. All Park Land fees will be deposited in a fund referenced to the park zone involved. Funds deposited into a particular park zone fund may only be expended for land or improvements in that zone.
2. The City shall account for all fees-in-lieu-of land paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within five (5) years from the date received by the City for acquisition and/or development of a neighborhood park as defined herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

**F. Park Land Guidelines and Requirements**

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for organized recreational activities.
3. Land in floodplains or designated greenways will be considered on a two for one basis. Two acres of floodplain or greenway will be equal to one acre of park land.
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage both shared facilities and the potential co-development of new sites.
5. Neighborhood park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located so that users are not required to cross arterial roadways to access them.
6. Sites should have existing trees or other scenic elements.
7. Detention / retention areas will not be accepted as part of the required dedication, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention / retention area design must be approved by the City

Manager or his designee and must meet specific parks specifications in the Manual of Park Improvements Standards.

8. Where park sites are adjacent to Greenways, Schools existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
9. It is desirable that fifty percent (50%) of the perimeter of a park should abut a public street.

**G. Consideration and Approval**

Any proposal considered by the Planning and Zoning Commission under this Section shall have been reviewed by the Parks and Recreation Advisory Board or the City Manager or his designee as provided herein, and a recommendation given to the Commission. The Commission may make a decision contrary to the recommendation by a majority vote.

**H. Review of Land Dedication Requirements and Dedication and Development Fee**

The City shall review the Fees established and amount of land dedication required at least once every three (3) years. The City shall take into account inflation as it affects land acquisition and park development costs as well as changes in the City's existing level of service. Fees are authorized to be set by resolution of the City Council.

**I. Warranty Required:**

All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

This warranty is in addition to any rights or warranties expressed or implied by law.

Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.

This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Ordinance.

**Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, Developer shall promptly correct the defective work at no cost to the City.

During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this code of ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

If within twenty (20) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.

The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.

The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Section of the UDO.

**APPENDIX I**

**PARK LAND DEDICATION FEE  
METHODOLOGY**

**Neighborhood Park Requirements**

**I. Land Requirements for Neighborhood Parks**

The current level of service is one (1) acre per 276 people.

2006 Total Population - 77,261.

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

<u><b>Single Family</b></u>	<u><b>Multi-Family</b></u>
276 people / 2.80 PPH = 98 DUs	276 people / 2.28 PPH= 121 DUs
1 Acre per 98 DUs	1 Acre per 121 DUs

**II. Neighborhood Park Acquisition Costs (Determines Fee in Lieu of Land)**

One (1) acre costs \$24,000 to purchase.

<u><b>Single Family</b></u>	<u><b>Multi-Family</b></u>
\$24,000 /98 DUs = \$245 per DU	\$24,000 / 121 DUs = \$198 per DU

**III. Neighborhood Park Development Costs (Determines Fee for Development)**

The cost of improvements in an average Neighborhood Park in College Station is \$516,450.<sup>a</sup>

One Neighborhood Park serves 2,207 people, based on a total city population of 77,261 being served by 35 parks (count includes neighborhood parks and 6 mini parks).

It costs \$234 per person to develop an average intergenerational neighborhood park.

<u><b>Single Family</b></u>	<u><b>Multi-Family</b></u>
\$234 x 2.80 PPH = \$655 per DU	\$234 x 2.28 PPH = \$533 per DU

**IV. Total Neighborhood Park Fee:**

Single Family  
\$245 + \$655 = \$900

Multi-Family  
\$198 + \$533 = \$731

**Footnote a**

**Neighborhood Park Cost Estimates (Winter 2005)**

1. Basketball Court	\$35,000
2. 6' Sidewalk @ \$5.00 per SF x 4000 LF	\$120,000
3. Handicap Accessible Ramp x 2	\$2,000
4. Bridge (Average 30')	\$30,000
5. Picnic Unit (slab, table, trash can, grill) @ \$3,000 x 2	\$6,000
6. Shelter & Slab (2 picnic tables w/trash cans)	\$34,000
7. Area Lights (12' ht.) @ \$3,000 x 20	\$60,000
8. 2' x 8' Park Sign (Cylex) and Keystone Planter Bed	\$4,000
9. Benches (painted steel) with slab @ \$2,000 x 4	\$8,000
10. Bicycle Rack	\$1,000
11. 50 Trees (30-45 gal. installed) w/Irrigation @ \$350	\$17,000
12. Lawn Irrigation (average area)	\$3,000
13. Drinking Fountain (concrete - handicap accessible, dual height, dog dish)	\$7,500
14. Water Meter 1.5"	\$1,000
15. Electric Meter/Panel	\$2,000
16. Finish Sodding, Grading & Seeding	\$3,000
17. Drain Lines @ \$15 LF (Average 100')	\$1,500
18. Swing Set w/Rubber & Gravel Mix	\$10,000
19. Playground w/Concrete base & Rubber Surfacing	\$50,000
20. Playground Shade Cover	\$15,000
21. Galvanized Fence @ \$35 LF 2,500'	\$87,500
22. Pond	\$30,000
	<b>Sub Total</b>
	<b>10% Contingency</b>
	<b>TOTAL</b>
	<b>\$469,500</b>
	<b>\$46,950</b>
	<b>\$516,450</b>

**Part VI**

That Chapter 12, "Unified Development Ordinance," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said Section by adding the following terms alphabetically to the Section:

**Alley:** A minor public way which provides a secondary means of vehicular access to the abutting property otherwise served from a public street.

**Access Way:** A public right-of-way not less than ten feet (10') in width between property lines, with a paved sidewalk, which provides for pedestrian circulation.

**Block:** A tract or parcel of land designated as such on a duly recorded plat, surrounded by streets or other physical obstructions.

**City Council:** The duly and constitutionally elected governing body of the City of College Station, Texas.

**City Engineer:** The person employed as City Engineer of the City of College Station, Texas, or his designee.

**Comprehensive Plan:** The City of College Station's Comprehensive Plan supplemented by any other land use, thoroughfare or master plans as approved by City Council as adopted or amended from time to time.

**Cul-de-Sac:** A street having but one (1) outlet to another street and terminating on the other end in a vehicular turnaround.

**Dead End Street:** A street, other than a cul-de-sac, with only one (1) outlet.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DELETING CHAPTER 9, "SUBDIVISIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 9, "Subdivisions", of the Code of Ordinances of the City of College Station, Texas, be deleted as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: This ordinance becomes effective January 1, 2009.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

That Chapter 9, "Subdivisions", of the Code of Ordinances of the City of College Station, Texas, is hereby deleted in its entirety.

**16 December 2008  
Regular Agenda Item 4  
Landscape Irrigation Ordinance**

**To:** Glenn Brown, City Manager  
**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 3 "Building Regulations" of the Code of Ordinances of the City of College Station, Texas regulating the design, installation, and operation of landscape irrigation systems.

**Recommendation:** The Construction Board of Adjustment and Appeals heard this item on 17 November and voted unanimously to recommend approval. Staff also recommends approval.

**Summary:** State legislation passed in 2007 (HB 1656) provides that a city over 20,000 in population must require an installer of an irrigation system to be licensed under the Occupations Code and require the installer to obtain a permit from the city before installing an irrigation system in the city or its extraterritorial jurisdiction. HB 1656 also requires a city to regulate the design, installation, and operation of irrigation systems in accordance with rules adopted by the Texas Commission on Environmental Quality (TCEQ). The TCEQ adopted rules under HB 1656 in June of 2008. By law, the requirements contained in HB 1656 must be implemented by 1 January 2009. The impetus behind HB 1656 was to assure that landscape irrigation systems are designed, installed, and operated in a water conserving manner.

The Texas Municipal League (TML), in conjunction with TCEQ developed a model ordinance for cities to consider using when implementing the requirements of HB 1656. City staff used the TML model ordinance as a foundation for the attached ordinance.

In summary, the proposed ordinance implements the requirement of HB 1656 by addressing the following items:

- Permit requirements for landscape irrigation systems
- Plan submittal requirements for landscape irrigation systems
- Installation requirements for landscape irrigation systems
- Responsibility of City Inspectors

Finally, there is a significant connection between the requirements of HB 1656 and "Green College Station". The need for water efficient irrigation systems is one of the items previously identified by city staff and members of the Green College Station Technical Task Force. By adopting the proposed landscape irrigation ordinance, the Council will also be implementing an important element of the Green College Station initiative.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Draft Construction Board Minutes
2. Text Amendment Summary
3. Ordinance (on file at the City Secretary's office)

## MINUTES

### CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

17 November 2008

6:00 P.M.

City Hall Council Chambers

MEMBERS PRESENT: Chairman Frank Cox, Commission Members Quinn Williams, Bobby Mirza, Mike Lane, and David Hart.

MEMBERS ABSENT: None

STAFF PRESENT: Assistant Director Planning & Development Services Lance Simms, Building Official Chris Haver, Residential Plans Examiner Terry Boriskie, Assistant City Attorney Adam Falco, Staff Assistant Mandi Alford and Staff Assistant Amber Carter.

AGENDA ITEM NO. 5: Public Hearing, presentation, possible action and discussion of a recommendation to City Council regarding changes to the City's landscape irrigation standards, implementing the provisions of House Bill 1656.

Building Official Chris Haver introduced Assistant Director Lance Simms, who presented an overview of the changes to the City's landscape irrigation standards, brought about in order to implement the provisions of House Bill 1656. These changes require that all irrigation systems be designed, installed, maintained, altered, repaired, serviced and operated in a manner that shall promote water conservation.

An irrigation plan will be required in order to obtain an irrigation permit and must include, in summary, the irrigator's seal, signature and date of signing, all major physical features and boundaries of the areas to be watered, a North arrow, a legend, the zone flow measurements for each zone, the location and type of each controller, sensor, water source, backflow prevention device, water emission device, valve, pressure regulation component and main line and lateral piping. The plan must also include the scale used and the design pressure.

In addition, the inspection to approve the installation of the irrigation system will be more comprehensive than current requirements in conjunction with the more stringent permitting requirements.

Commission members had several inquiries for Lance Simms regarding how these changes would be enacted in practical terms. Quinn Williams questioned how the new inspection would differ from the City's current irrigation inspection, the response being that the inspection will now include checking the placement of the water emission devices, among other things.

David Hart inquired as to what kind of effect these changes would have on staff workload, and whether additional staffing would be needed to meet the increase. Lance Simms acknowledged that this ordinance will create an additional work load, though there are no immediate plans to hire additional staff at this time. However, the department business plan calls for the addition of a Building Inspector position in 2010.

Mike Lane inquired as to how these changes would affect the Certificate of Occupancy process. Lance Simms replied that the City currently requires new construction which has an irrigation system installed to have that system permitted prior to the issuance of a CO, and that will still be the case under the changes proposed.

Chairman Frank Cox asked if a homeowner would be required to pull an irrigation permit to install their own irrigation system. Lance Simms replied that yes, homeowners would be required to pull an irrigation permit and meet all standards set forth by the City for licensed irrigators in order for that permit to be approved.

David Hart asked if there were any changes made to the proposed ordinance after the public stakeholder's meeting. Lance Simms replied that there were no changes made after the public stakeholder's meeting.

Chairman Frank Cox opened the public hearing for Item # 5

Jennifer Nations, City of College Station Water Services Program Coordinator spoke in favor of the proposed ordinance.

Frank Cox closed the public hearing for Item # 5.

David Hart motioned to approve the recommended the ordinance changes as submitted; Quinn Williams seconded the motion. The motion passed unopposed (5-0).

## EXHIBIT "A"

That Chapter 3, "Building Regulations," of the Code of Ordinances of the City of College Station, Texas, Appendix 1, "International Building Code Adopted", is hereby amended to read as follows:

### AMENDMENT TO INTERNATIONAL RESIDENTIAL CODE AND INTERNATIONAL PLUMBING CODE

#### Registration of Contractors

Irrigators - Any person who connects an irrigation system to the water supply within the city or the city's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code. Said license shall be registered with the City of College Station before a landscape irrigation permit is issued by the City.

#### Definitions

**Air Gap, Irrigation System.** A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

**Atmospheric Vacuum Breaker.** An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-Siphonage Prevention Assembly.

**Backflow Prevention, Irrigation System.** The mechanical prevention of reverse flow, or back siphonage, of nonpotable water from an irrigation system into the potable water source.

**Backflow Prevention Assembly.** Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

**Completion of Irrigation System Installation.** When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

**Consulting, Irrigation System.** The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

**Cross-Connection.** An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

**Design, Irrigation System.** The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining

plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

**Design Pressure, Irrigation System.** The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

**Double Check Valve.** An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Backflow Prevention Assembly.

**Emission Device.** Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

**Employed, Irrigation Systems.** Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

**Head-to-Head Spacing, Irrigation System.** The spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

**Health Hazard, Irrigation System.** A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

**Hydraulics.** The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

**Installer, Irrigation System.** A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

**Irrigation Inspector.** A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

**Irrigation Plan.** A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

**Irrigation Services.** Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

**Irrigation System.** An assembly of component parts, including the backflow device and all equipment downstream, that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.

**Irrigation Technician.** A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

**Irrigation Zone.** A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

**Irrigator.** A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

**Irrigator-in-Charge.** The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

**Landscape Irrigation.** The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

**Irrigation License.** An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

**Mainline, Irrigation System.** A pipe within an irrigation system that delivers water from the water source to the individual zone valves.

**Maintenance Checklist, Irrigation System.** A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the

name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

**Major Maintenance, Alteration, Repair, or Service (Irrigation System).** Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

**Master Valve, Irrigation System.** A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

**Matched Precipitation Rate.** The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

**New Installation, Irrigation System.** An irrigation system installed at a location where one did not previously exist .

**Pass-through Contract.** A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

**Pressure Vacuum Breaker.** An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.

**Reclaimed Water.** Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

**Records of Landscape Irrigation Activities.** The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

**Reduced Pressure Principle Backflow Prevention Assembly.** An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

**Static Water Pressure.** The pressure of water when it is not moving.

**Supervision, Landscape Irrigation.** The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

**Water Conservation, Irrigation System.** The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water.

promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

**Zone Flow.** A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

**Zone Valve, Irrigation System.** An automatic valve that controls a single zone of a landscape irrigation system.

## **Lawn Irrigation Systems**

**P2902.5.3.1 Valid License Required.** Any person who connects an irrigation system to the water supply within the city or the city's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

**Exception:** A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. See Texas Occupations Code §1903.002 for other exemptions to the licensing requirement.

**P2902.5.3.2 Permit Required.** Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the city is required to obtain a permit from the city prior to beginning work on the irrigation system. A completed irrigation permit application and irrigation plan must be submitted to the city and approved before a permit will be issued by the city. The irrigation plan must be in compliance with the requirements of this section.

### **Exceptions:**

- (1) An irrigation system that is an on-site sewage disposal system, as defined by Section 366.002, Health and Safety Code; or
- (2) An irrigation system used on or by an agricultural operation as defined by Section 251.002, Agriculture Code; or
- (3) An irrigation system connected to a groundwater well used by a property owner strictly for domestic use.

**P2902.5.3.3 Backflow Prevention Methods and Devices.** Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the Foundation for Cross-Connection Control and Hydraulic

Research, the University of Southern California, the International Plumbing Code, or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations. If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow:

(1) An air gap may be used if:

(a) there is an unobstructed physical separation; and

(b) the distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.

(2) Reduced pressure principle backflow prevention assemblies may be used if:

(a) the device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and

(b) drainage is provided for any water that may be discharged through the assembly relief valve.

(3) Atmospheric vacuum breakers may only be used as replacements on existing systems utilizing atmospheric vacuum breakers if:

(a) no back-pressure will be present;

(b) there are no shutoff valves downstream from the atmospheric vacuum breaker;

(c) the device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;

(d) there is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and

(e) a separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.

(4) Pressure vacuum breakers may be used if:

(a) no back-pressure condition will occur; and

(b) the device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.

All backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.

If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only. A double check valve may be installed below ground if:

(a) the double check valve assembly is installed in a vault or other approved enclosure that which is constructed of a durable material. The vault or enclosure shall either be of solid (waterproof) construction with an integral

bottom or bottomless to facilitate drainage. If the vault or enclosure is bottomless, a minimum of four (4) inches of washed gravel shall be installed below the assembly. The washed gravel shall have a diameter of between 3/8 inch and 3/4 inch (inclusive);

- (b) the test cocks are plugged with a non-ferrous material (brass, plastic, etc.) except when the double check valve is being tested;
- (c) the test cock plugs are threaded, water-tight, and made of non-ferrous material;
- (d) a y-type strainer is installed on the inlet side of the double check valve;
- (e) a minimum clearance of three (3) inches is provided between any fill material and the bottom of the double check valve to allow space for testing and repair; and
- (f) a minimum clearance of four (4) inches is provided on the sides of the double check valve to test and repair the double check valve.

If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.

If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.

The irrigator shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service. The tester must be registered with the City of College Station and the test results must be provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.

**P2902.5.3.4 Specific Conditions and Cross-Connection Control.** Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.

Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, Texas Administrative Code, Chapter 285, then:

(1) all irrigation piping and valves must meet the separation distances from the On-Site Sewage Facilities system as required for a private water line in Title 30, Texas Administrative Code, Section 285.91(10);

(2) any connections using a private or public potable water source that is not the city's potable water system must be connected to the water source through a

reduced pressure principle backflow prevention assembly as defined in Title 30, Texas Administrative Code, Section 344.50; and  
(3) any water from the irrigation system that is applied to the surface of the area utilized by the On-Site Sewage Facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the On-Site Sewage Facilities system from operating effectively.

**P2902.5.3.5 Water Conservation.** All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

**P2902.5.3.6 Irrigation Plan Design.** An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:

- (1) diminish the operational integrity of the irrigation system;
- (2) violate any requirements of this ordinance; and
- (3) go unnoted in red on the irrigation plan.

The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.

All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:

- (1) the irrigator's seal, signature, and date of signing;
- (2) all major physical features and the boundaries of the areas to be watered;
- (3) a North arrow;
- (4) a legend;
- (5) the zone flow measurement for each zone;
- (6) location and type of each:
  - (a) controller; and
  - (b) sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);
- (7) location, type, and size of each:
  - (a) water source, such as, but not limited to a water meter and point(s) of connection;
  - (b) backflow prevention device;
  - (c) water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
  - (d) valve, including but not limited to, zone valves, master valves, and isolation valves;
  - (e) pressure regulation component; and
  - (f) main line and lateral piping.
- (8) the scale used; and
- (9) the design pressure.

**P2902.5.3.7 Design and Installation.** No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

**P2902.5.3.7.1 Spacing.** The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure. New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.

**Exception:**

Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas if the runoff drains into a landscaped area.

**P2902.5.3.7.2 Water Pressure.** Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.

**P2902.5.3.7.3 Piping.** Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.

**P2902.5.3.7.4 Irrigation Zones.** Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.

**P2902.5.3.7.5 Matched Precipitation Rate.** Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.

**P2902.5.3.7.6 Impervious Surfaces.** Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.

**P2902.5.3.7.7 Master Valve.** When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

**P2902.5.3.7.8 PVC Pipe Primer Solvent.** All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).

**P2902.5.3.7.9 Rain or Moisture Sensor.** All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall. Rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other

technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall.

**P2902.5.3.7.10 Isolation Valve.** All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.

**P2902.5.3.7.11 Depth Coverage of Piping.** Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping. If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues. If a utility, man-made structure or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil. All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.

**P2902.5.3.7.12 Irrigation System Wiring.** Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground. Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation. Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer. Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.

**P2902.5.3.13 Irrigation System Water.** Water contained within the piping of an irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.

**P2902.5.3.7.14 Licensed Person On Site During Installation.** Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

**P2902.5.3.8 Completion of Irrigation System Installation.** Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete the following four items:

- (1) a final walk through with the irrigation system's owner or the owner's representative to explain the operation of the system;

(2) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date, and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative's signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator.

The items on the maintenance checklist shall include but are not limited to:

(a) the manufacturer's manual for the automatic controller, if the system is automatic;

(b) a seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;

(c) a list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and

(d) the statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."

(3) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. If the irrigation system is manual, the sticker shall be affixed to the original maintenance checklist. The information contained on the sticker must be printed with waterproof ink and include:

(4) The irrigation plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner representative.

#### **P2902.5.3.9 Maintenance, Alteration, Repair, or Service of Irrigation**

**Systems.** The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.

All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.

Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the adopted International Plumbing Code (Section 605).

When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

**P2902.5.3.10 Reclaimed Water.** Reclaimed water may be utilized in landscape irrigation systems if:

(1) there is no direct contact with edible crops, unless the crop is pasteurized before consumption;

- (2) the irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;  
(3) the irrigation system is installed using purple components;  
(4) the domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with §290.47(i) of this title (relating to Appendices);  
(5) a minimum of an eight inch by eight inch sign is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER – DO NOT DRINK" ; and  
(6) backflow prevention on the reclaimed water supply line shall be provided in accordance with the regulations of the city's water provider.

**P2902.5.3.11 Advertisement Requirements.** All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI \_\_\_\_\_" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

All forms of written and electronic advertisements for irrigation services must display the irrigator's license number in the form of "LI \_\_\_\_\_." Any form of advertisement, including business cards, and estimates which displays an entity's or individual's name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator's license number. Trailers that advertise irrigation services must display the irrigator's license number.

The name, mailing address, and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

**P2902.5.3.12 Contracts.** All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator's name, license number, business address, current business telephone numbers, the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)." All contracts must include the irrigator's seal, signature, and date.

All written estimates, proposals, bids, and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator's name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)."

An individual who agrees by contract to provide irrigation services as defined in §344.30 of this title (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in §344.1(36) of this title (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system's owner or through contract, the irrigator shall

still be responsible for providing the irrigation system's owner or owner's representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.

The contract must include the dates that the warranty is valid.

**P2902.5.3.13 Warranties for Irrigation Systems.** On all installations of new irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period. The warranty must include the irrigator's seal, signature, and date. If the warranty is part of an irrigator's contract, a separate warranty document is not required.

An irrigator's written warranty on new irrigation systems must specify the irrigator's name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)."

On all maintenance, alterations, repairs, or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

**P2902.5.3.14 Duties and Responsibilities of City Irrigation Inspectors.** A licensed irrigation inspector or plumbing inspector shall enforce the ordinance of the city, and shall be responsible for:

- (1) verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (2) inspecting the irrigation system;
- (3) determining that the irrigation system complies with the requirements of this section;
- (4) determining that the appropriate backflow prevention device was installed and tested;
- (5) investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
- (6) maintaining inspection records according to this section."

**December 16, 2008**  
**Regular Agenda Item 5**  
**Comprehensive Plan Amendment for the southwest corner of**  
**State Highway 40 and Barron Road**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action and discussion on a Comprehensive Land Use Plan amendment from Single Family Residential Medium-Density to Retail Neighborhood for 2.419 acres located at the southwest corner of State Highway 40 and Barron Road.

**Recommendation(s):** The Planning & Zoning Commission recommended approval of this request (3-2) at their December 4<sup>th</sup> meeting. Staff recommended denial of the request.

**Summary:**  
**REVIEW CRITERIA**

- 1. Changed or changing conditions in the subject area or the City:** In accordance with the Comprehensive Land Use Plan, southern College Station has experienced a large amount of residential development in the past decade, including the Castlegate, Castlerock, and Edelweiss Gartens subdivisions. Much of this development can be attributed to the development of William D. Fitch Parkway, which finished construction in January 2006. The east side of Barron Road from William D. Fitch Parkway to Highway 6 is also expected to undergo major road improvements as a part of the City's Capital Improvement Program to expand to a minor arterial.

To the west of William D. Fitch, some property in the area has been amended in recent years to reflect an increasing single family density on the plan, including the Southern Trace subdivision to the west of the subject property, the BCS Development tract to the east, and the developing Aspen Heights subdivisions across FM 2154, but the area has remained largely low density.

Commercial property has been planned in southern College Station to serve the area and region. Approximately a mile west on William D. Fitch is the already developed Rock Prairie Business Center on Wellborn Road. About a third mile east on William D. Fitch—at the intersection with Victoria—is approximately 40 acres planned for Regional Retail, one acre of which is already zoned for C-3 Light Commercial. Only a mile and a half east on William D. Fitch are the Tower Pointe and Greens Prairie Center areas that are planned for approximately 155 acres of Regional Retail and are already zoned C-1 General Commercial. These examples do not include the properties that are planned and zoned for office uses, of which there are several. Approximately 500 feet north, across William D. Fitch on Barron are approximately five acres identified as Neighborhood Retail, three of which are already zoned C-3 Neighborhood Commercial.

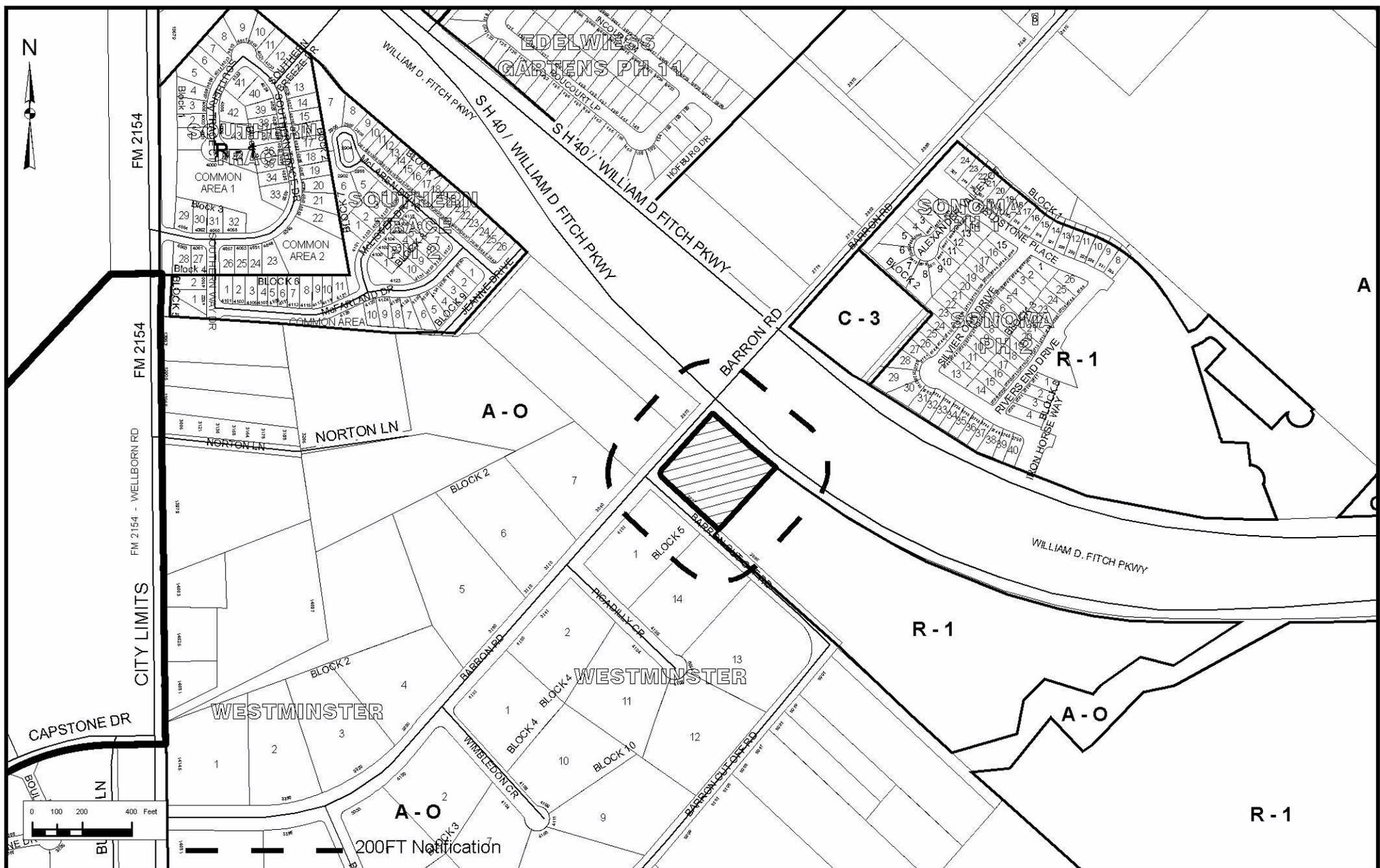
- 2. Compatibility with the remainder of the Comprehensive Plan:** Neighborhood Retail is not consistent with the current Comprehensive Plan which designates the property as Single Family Residential Medium Density. The surrounding areas are medium to low

density single family developments, with an existing Neighborhood Retail directly across William D. Fitch.

**Budget & Financial Summary: N/A**

**Attachments:**

1. Small Area Map
2. Ordinance
3. Draft P&Z Minutes



Zoning Districts		Zoning Districts		Zoning Districts	
A - O	Agricultural Open	R - 3	Townhouse	C - 3	Light Commercial
A - OR	Rural Residential Subdivision	R - 4	Multi-Family	M - 1	Light Industrial
R - 1	Single Family Residential	R - 6	High Density Multi-Family	M - 2	Heavy Industrial
R - 1B	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University
R - 2	Duplex Residential	A - P	Administrative/Professional	R & D	Research and Development
		C - 1	General Commercial	P-MUD	Planned Mixed-Use Development
		C - 2	Commercial-Industrial	PDD	Planned Development District
				WPC	Wolf Pen Creek Dev. Corridor
				NG - 1	Core Northgate
				NG - 2	Transitional Northgate
				NG - 3	Residential Northgate
				OV	Corridor Overlay
				RDD	Redevelopment District
				KO	Krenk Tap Overlay

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE LAND USE PLAN, FOR THE AREA LOCATED ON THE SOUTHWEST CORNER OF STATE HIGHWAY 40 AND BARRON ROAD, IS AMENDED FROM SINGLE-FAMILY RESIDENTIAL MEDIUM DENSITY TO RETAIL NEIGHBORHOOD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "**Land Use Plan**" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 16th day of December, 2008.

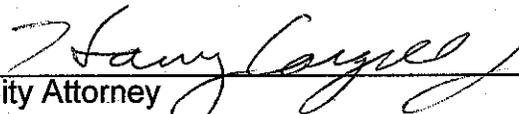
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
City Attorney

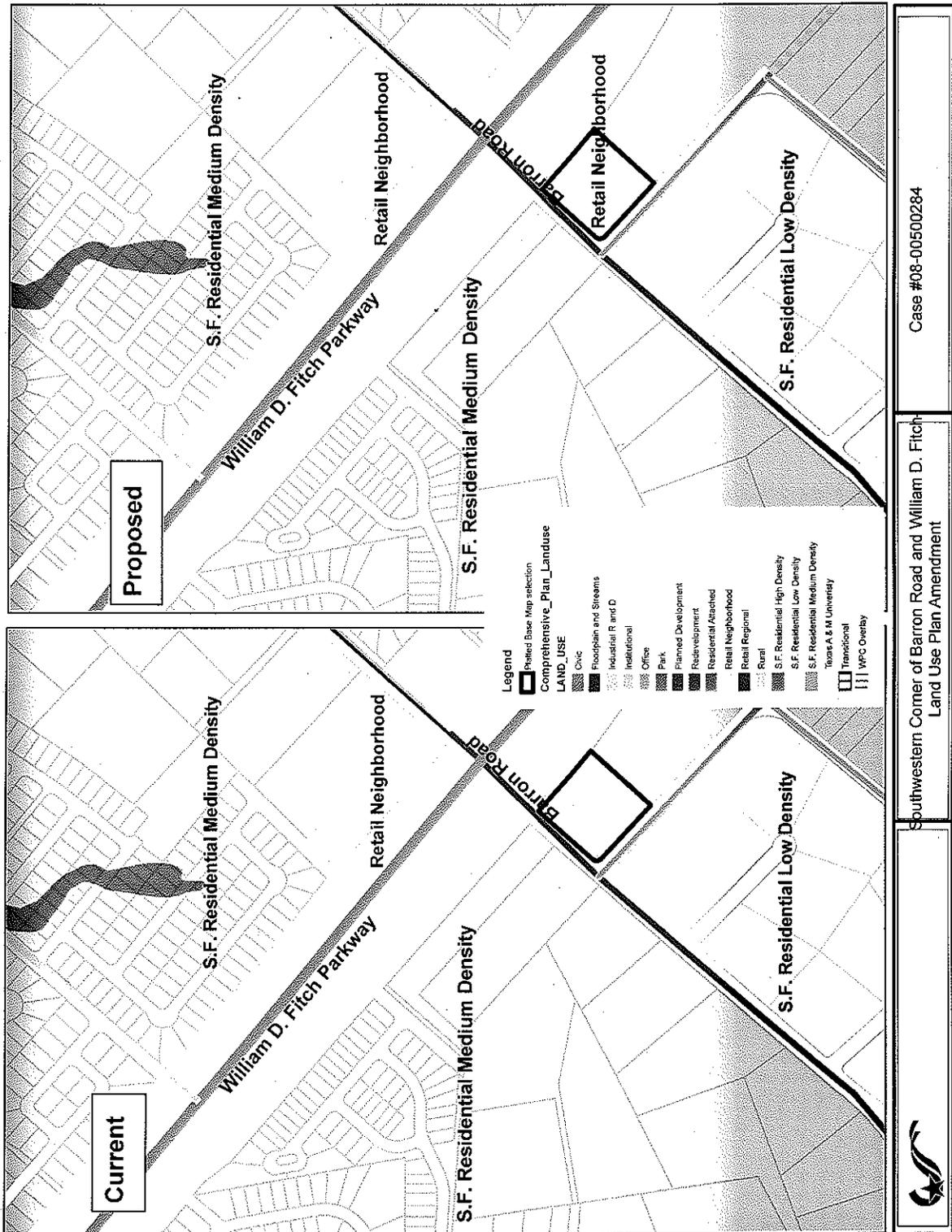
**EXHIBIT "A"**

**AMENDED AREA OF  
COLLEGE STATION LAND USE MAP**

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 2.419 acres, located on the southwest corner of State Highway 40 and Barron Road, is amended from Single Family Residential Medium Density to Retail Neighborhood, as shown on the attached Exhibit "B".

EXHIBIT "B"



Case #08-00500284

Southwestern Corner of Barron Road and William D. Fitch  
Land Use Plan Amendment





**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, December 4, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Bill Davis, Noel Bauman, Paul Greer, Doug Slack, Thomas Woodfin and Hugh Stearns

**COMMISSIONERS ABSENT:** Chairman John Nichols

**CITY COUNCIL MEMBERS PRESENT:** John Crompton

**CITY STAFF PRESENT:** Staff Planner Jason Schubert, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Assistant Director of Parks and Recreation David Schmitz, Director of Parks and Recreation Marco Cisneros, Planning Administrator Molly Hitchcock, Director Bob Cowell, Assistant Directors Lance Simms and Gabriel Elliott, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Acting Chairman Bill Davis called the meeting to order at 7:05 p.m.

2. Hear Citizens.

Greg Taylor, 15796 IGN, stated that there is lack of meaningful public notice and participation which is one of the reasons why Meadow Creek is causing other properties to flood.

3. **Consent Agenda.**

3.1 Consideration, discussion and possible action on Absence Requests from meetings.

- November 20, 2008 ~ Bill Davis

3.2 Consideration, discussion, and possible action to approve meeting Minutes.

- November 6, 2008 ~ Workshop
- November 6, 2008 ~ Regular

- 3.3 Presentation, possible action, and discussion on a Final Plat of Hope Subdivision, consisting one lot on 1.854 acres at 5376 Raymond Stotzer Parkway, located west of State Highway 47 in the City's Extraterritorial Jurisdiction. **Case #08-00500187(LH)**
- 3.4 Presentation, possible action, and discussion on a Final Plat of Phase 1A of the Tower Point Subdivision, consisting of one lot on 1.52 acres located at the northwest corner of the intersection of William D. Fitch Parkway and Arrington Road. **Case #08-00500292 (JS)**
- 3.5 Presentation, possible action, and discussion regarding an ordinance to delete Chapter 9 of the City of College Station Code of Ordinances, Subdivisions, and amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO), to incorporate Chapter 9 into Chapter 12 and make procedural changes and other revisions. **Case #08-00500248 (JS)**

**Commissioner Bauman motioned to approve Consent Agenda items 3.1-3.5. Commissioner Stearns seconded the motion, motion passed (6-0).**

#### **Regular Agenda**

4. Consideration, discussion, and possible action on items removed from the Consent Agenda by Commission action.

No items were removed from the Consent Agenda.

5. Public hearing, presentation, possible action, and discussion on a Final Plat of Lot 11R, Block 14, Southwood Section 25, being a replat of Lot 11, Block 14, Southwood Section 25 and 0.363 acres of the Crawford Burnett Survey, A-7, Tract 58, Acres 7.6, consisting of one lot on 1.019 acres located at 1300 Angelina Circle. **Case #08-00500291 (JS)**

Jason Schubert, Staff Planner, presented the replat and recommended approval.

Acting Chairman Bill Davis opened the public hearing.

Dr. Rod O'Connor, 1300 Angelina, stated that he was available for questions.

Acting Chairman Bill Davis closed the public hearing.

**Commissioner Greer motioned to approve the replat. Commissioner Woodfin seconded the motion, motion passed (6-0).**

6. Public hearing, presentation, possible action, and discussion regarding a rezoning from A-P, Administrative Professional to R-4, Multi-family for 1.19 acres located at 2520 Crescent Pointe Parkway generally located on the south side of Crescent Pointe Parkway, east of Copperfield Parkway. **Case #08-00500295 (LK)**

Lindsay Kramer, Senior Planner, presented the rezoning and recommended approval.

Acting Chairman Bill Davis opened the public hearing.

No one spoke during the public hearing.

Acting Chairman Bill Davis closed the public hearing.

**Commissioner Woodfin motioned to recommend approval of the rezoning. Commissioner Greer seconded the motion, motion passed (6-0).**

7. Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 9 Subdivisions of the Code of Ordinances of the City of College Station, Texas by amending Section 10, Park Land Dedication by amending and adding neighborhood and community park land dedication and development fee requirements, by changing floodplain dedication ratios; providing a severability clause; declaring a penalty; and providing an effective date. **Case #08-00500189 (MC)**

Marco Cisneros, Director of Parks and Recreation, presented the revised Park Land Dedication Ordinance and recommended approval.

There was general discussion regarding the proposed ordinance.

Acting Chairman Bill Davis opened the public hearing.

No one spoke during the public hearing.

Acting Chairman Bill Davis closed the public hearing.

**Commissioner Stearns motioned to recommend approval of the revised Park Land Dedication Ordinance. Commissioner Woodfin seconded the motion, motion passed (6-0).**

8. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Land Use Plan amendment from Single-Family Residential Medium Density to Retail Neighborhood for 2.419 acres located at 2937 Barron Cut-Off Road, generally located at the southwest corner of William D. Fitch Parkway and Barron Road. **Case #08-00500284 (GE)**

Acting Chairman Bill Davis recused himself.

Assistant Director Gabriel Elliott presented the Comprehensive Land Use Plan Amendment and recommended denial.

Acting Chairman Noel Bauman opened the public hearing.

Ed Thomas, 14222 Buggylane, stated that he was told by Trey Fletcher at a Pre-application meeting that Retail Neighborhood would be the appropriate land use eventually. He said that he was told to wait 2½ years until the Comprehensive Plan was complete, which he said he has done. He also said that two properties in the area have

already been granted land use changes and he believes that it is ready for a light commercial use.

Acting Chairman Noel Bauman closed the public hearing.

**Commissioner Slack motioned to recommend approval of the Comprehensive Land Use Plan Amendment. Commissioner Greer seconded the motion, motion passed (3-2). Commissioners Stearns and Woodfin were in opposition.**

Commissioner Slack commented that the property would never be developed as residential because it is bounded by roads on all three sides.

Commissioner Greer stated that he did agree with waiting until the Comprehensive Plan was done, but he personally would not develop the property as residential.

Commissioner Stearns said that the area is not ready for that type of development.

Commissioner Woodfin stated that it seemed inconsistent.

Acting Chairman Noel Bauman stated that the density in the area is beginning to intensify and is only going to continue.

9. Discussion and possible action on future agenda items – A Planning and Zoning Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

None

10. Adjourn.

**Commissioner Stearns motioned to adjourn the meeting. Commissioner Woodfin seconded the motion, motioned passed (6-0).**

**Meeting adjourned at 8:25 p.m.**

**Approved:**

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John Nichols, Chairman  
Planning and Zoning Commission

**Attest:**

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Brittany Caldwell, Staff Assistant  
Planning and Development Services

DRAFT

**December 16, 2008  
Regular Agenda Item 6  
P&Z and ZBA Appointments**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding appointments to the Planning and Zoning Commission and Zoning Board of Adjustments to fill membership vacancies.

**Recommendation(s):** Appoint citizen to replace Bill Davis on the Planning and Zoning Commission. Term expires June 2009.

Appoint citizen to replace Donald Braune on the Zoning Board of Adjustments. Term expires June 2009. Current alternates may be considered for regular membership. If Council designates an alternate as regular member, another citizen should be appointed as an alternate.

**Supporting Materials:**

1. Applications (separate attachment)
2. Current membership lists

# Planning and Zoning Commission



*(7 members)*

*Rotating Council Liaison*

*Staff Liaison:  
Lance Simms*

<b>Name</b>	<b>Original Appt.</b>	<b>Address</b>	<b>Phone</b>
<b>John Nichols (Chairman) 6/10</b>	2004	1317 Angelina Court College Station, TX 77840	693-2517 (H) 845-8491 (W) 862-3019 (F)
<b>Paul Greer 6/10</b>	2008	9100 Waterford College Station 77845	696-8809 (H) 847-9359(W)
<b>Douglas Slack 6/10</b>	2008	2301 Ferguson Circle College Station 77845	693-2438 (H) 845-5707 (W)
<b>Noel Bauman 6/09</b>	2007	1734 Purple Martin Cove College Station 77845	575-8741 (H)
<b>Vacancy</b>			
<b>Hugh Stearns 6/09</b>	2008	316 Suffolk College Station 77840	693-1980 (H) 696-0524(W)
<b>Thomas Woodfin 6/10</b>	2008	3215 Innsbruck Circle College Station 77845	485-8599 (H) 845-1079 (W)

# Zoning Board of Adjustments

(5 members,  
3 alternates)

Staff Liaison:  
Lance Simms

Name	Original Appt.	Address	Phone
<b>Jay Goss, Chair</b> 6/10	2000	306 Lee College Station 77840	764-6950 (H) 268-4343 (W) 268-5323 (F)
<b>Joshua Benn</b> 6/09	2004	4420 Edinburgh College Station 77845	690-1628 (H) 846-4726 (W)
<b>Rodney Hill</b> 6/10	2008	119 Lee Avenue College Station 77840	696-9686 (H)
<b>John Richards</b> 6/10	2000	1210 Munson College Station 77840	696-6095 (H)
<b>Vacancy</b>			
<b>Melissa Cunningham</b> 6/10 (alternate)	2008	4417 Rocky Meadows Dr College Station 77845	690-7860 (H)
<b>Hunter Goodwin</b> 06/10 (alternate)	2008	1011 Lyceum Court College Station	268-2000 (W)

**December 16, 2008  
Regular Agenda Item 7  
Adopt 2009 Council Meeting Schedule**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding adoption of 2009 Council Meeting Calendar.

**Summary:** The schedule lists the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays for 2009 Council Meeting dates. Alternate dates are provided for City Council to choose due to schedule conflicts of Council members.

This schedule is provided to the public on the City's website.

**Attachments:**  
Calendar 2009

**Regular Item No. 7  
December 16, 2008**

**2009 CITY COUNCIL MEETING SCHEDULE**

**Workshop Meetings**

Thursday January 8, 2009 3:00 pm  
Thursday January 22, 2009 3:00 pm

Thursday February 12, 2009 3:00 pm  
Thursday February 26, 2009 3:00 pm

Thursday March 12, 2009 3:00 pm  
Thursday March 26, 2009 3:00 pm

Thursday April 9, 2009 3:00 pm  
Thursday April 23, 2009 3:00 pm

**Thursday May 14, 2009 3:00 pm**  
(Alternate Date: Monday, May 18, 2009)  
Thursday May 28, 2009 3:00 pm

**Thursday June 11, 2009, 3:00 pm**  
(Alternate Date: Monday, June 15, 2009)  
Thursday June 25, 2009, 3:00 pm

Thursday July 9, 2009, 3:00 pm  
Thursday July 23, 2009, 3:00 pm

**Thursday August 13, 2009, 3:00 pm**  
(Alternate Date: Monday, August 10, 2009)  
Thursday August 27, 2009, 3:00 pm

Thursday Sept. 10, 2009, 3:00 pm  
Thursday Sept. 24, 2009, 3:00 pm

Thursday October 8, 2009, 3:00 pm  
(Alternate Date: Monday, October 19, 2009)

**Thursday October 22, 2009, 3:00 pm**

**Thursday November 12, 2009, 3:00 pm**  
(Alternate Date: Monday, November 9, 2009)  
Monday November 23, 2009, 3:00 pm

Thursday December 10, 2009, 3:00 pm

**Regular Meetings**

Thursday January 8, 2009 7:00 pm  
Thursday January 22, 2009 7:00 pm

Thursday February 12, 2009 7:00 pm  
Thursday February 26, 2009 7:00 pm

Thursday March 12, 2009 7:00 pm  
Thursday March 26, 2009 7:00 pm

Thursday April 9, 2009 7:00 pm  
Thursday April 23, 2009 7:00 pm

**Thursday, May 14, 2009 7:00 pm**  
Thursday, May 28, 2009 7:00 pm

**Thursday June 11, 2009, 7:00 pm**  
Thursday June 25, 2009, 7:00 pm

Thursday July 9, 2009, 7:00 pm  
Thursday July 23, 2009, 7:00 pm

**Thursday August 13, 2009, 7:00 pm**  
Thursday August 27, 2009, 7:00 pm

Thursday Sept. 10, 2009, 7:00 pm  
Thursday Sept. 24, 2009, 7:00 pm

Thursday, October 8, 2009, 7:00 pm

**Thursday October 22, 2009, 7:00 pm**

**Thursday Nov. 12, 2009, 7:00 pm**  
Monday Nov. 23, 2009, 7:00 pm

Thursday December 10, 2009, 7:00 pm

**Conflicts:**

*BCS Chamber of Commerce Washington DC Trip, May 11-14*  
*Texas Transportation Summit, Irving, TX – August 11-14*  
*Texas Municipal League Annual Conference, Fort Worth, TX October 21-23*  
*National League of Cities, San Antonio, TX November 10-14*  
*77<sup>th</sup> Annual Conference of Mayors, Providence, RI – June 12-16*

*O:\Council Meeting Calendars 2009\Council Meeting Calendar 2009 Schedule Conflicts.doc*