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Mayor
Nancy Berry
Mayor Pro Tem
Dave Ruesink
City Manager
David Neeley

Council members
Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, December 08, 2011 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 5:30 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. Comments should not personally attack other speakers, Council or staff.

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 of minutes for:

- November 21, 2011 Workshop and Regular Council Meeting

b. Presentation, possible action, and discussion on an ordinance making the following changes to the City's General Election pursuant to Senate Bill 100, Eighty-Second Regular Legislature: moving the City's General Election day to the first Tuesday after the first Monday in November; establishing an effective date; and providing for severability. Presentación, posible acción, y discusión sobre una ordenanza para realizar los siguientes cambios a las Elecciones Generales de la Ciudad de acuerdo al Proyecto de Ley del Senado número 100, de la Asamblea legislativa Regular número ochenta y dos: cambiando el día de las Elecciones

Generales de la Ciudad al primer martes después del primer lunes en noviembre; estableciendo una fecha efectiva; y estableciendo provisiones divisibles.

c. Presentation, possible action, and discussion considering an ordinance modification which amends Chapter 1, Section 16, "Firearms" of the College Station Code of Ordinances.

d. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 2F, of the College Station Code of Ordinances regarding the Traffic Control Device Inventory, Schedule V (School Zones).

e. Presentation, possible action and discussion regarding approval of the purchase of various major equipment for the expansion of College Station Switch Substation totaling \$510,023.00 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

f. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2011 Homeland Security Grant Program Sub-recipient of \$50,743, naming a City staff member as manager of those grant funds, and approving the 2011 City of College Station Equipment List (SHSP-LETPA) for purchase.

g. Presentation, possible action and discussion on awarding a Construction Contract (12-031) to Follis-Cole Construction, LLC, in the amount of \$162,899.69 for the Emerald Forest Drainage Improvements Project.

h. Presentation, possible action, and discussion regarding a resolution to approve the professional services contract (Design Contract 12-008) with Bleyl and Associates in the amount of \$95,749.80, for the design of the Plantation Oaks Waterline (WF1433732).

i. Presentation, possible action, and discussion regarding a resolution to approve the construction contract (Contract 12-030) with Dudley Construction in the amount of \$712,656.42, for the construction of the Stephen C. Beachy Central Park Improvements project (PK 1001) which includes the replacement of the existing concessions facility at the softball fields.

j. Presentation, possible action and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #10-054) with Brenco Marketing Corporation for one year; and authorize the annual estimated expenditures of \$1,552,000.00.

k. Presentation, possible action, and discussion regarding a Service Contract with Payment Processing Inc. for Electronic Credit Card Processing and Merchant Account Services for an initial three (3) year term with estimated banking fees and service charges not to exceed \$750,000 annually; and authorization for the City Manager to approve related Billing Schedules as needed from time to time.

l. Presentation, possible action, and discussion regarding adoption of the 2012 Annual Council Calendar.

m. Presentation, possible action, and discussion regarding an annual price agreement with Daco Fire Equipment, in the amount of \$74,175.93 for personal fire protective equipment.

n. Presentation, possible action, and discussion on approving the Stop Loss reinsurance for the City's self-funded health plan with Blue Cross and Blue Shield of Texas (BCBS) for the period of January 1, 2012 through December 31, 2012. The estimated annual premiums are \$552,888.

o. Presentation, possible action, and discussion on approving projected claim expenditures for the period of January 1, 2012 through December 31, 2012. The projected amount for claims is \$7,008,750.

p. Presentation, possible action, and discussion regarding contract renewal for Third-Party Claims Administration with A S & G Claims Administration Inc., for an annual expenditure of \$52,000.

q. Presentation, possible action, and discussion regarding a proposal to bring an annual National Junior College Athletic Association Football Bowl Game to Bryan-College Station.

r. Presentation, possible action, and discussion regarding the lease agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB).

s. Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to KBS Electric \$105,520; HD Utilities \$136,230; Techline \$7,467; and StressCrete \$244,280 for a total of \$493,497.00.

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 on ordinances amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Building Code and the 2011 National Electrical Code and Chapter 6, "Fire Protection" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Fire Code and 2012 Life Safety Code.
2. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.97 acres located at 300 Texas Avenue South from C-1 General Commercial and R-4 Multi-Family to PDD Planned Development District.

3. Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along the south side of Gilchrist, west side of a section of Ashburn, and within 30 feet of the intersections of Gilchrist with Ashburn and Marsteller.
4. Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along sections of Graz, Vienna, and Arnold streets in the Edelweiss subdivision.
5. Public Hearing, presentation, possible action, and discussion on an ordinance of the City of College Station declaring certain goods-in-transit to be subject to taxation by the City of College Station and not exempt from taxation under the Super Freeport exemption contained in Texas Tax Code Section 11.253.
6. Presentation, possible action, and discussion regarding approval of a resolution changing the sales price of cemetery spaces for the College Station Municipal Cemetery System.
7. Presentation, possible action, and discussion on appointments to the Sunset Advisory Committee.
8. Adjourn.

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

APPROVED:

Kathleen Meneo
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 Thursday, December 08, 2011 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 2nd day of December, 2011 at 5:00 p.m.

Sherry Mestler
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 . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on December 2, 2011 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding 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 _____, 2011 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2011.

City Council Regular Meeting

Thursday, December 8, 2011

Notary Public – Brazos County, Texas

My commission expires: _____

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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 . Council meetings are broadcast live on Cable Access Channel 19.

December 8, 2011
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- November 21, 2011 Workshop and Regular Council Meeting

Attachments:

- November 21, 2011 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
NOVEMBER 21, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields, arrived after roll call
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:00 p.m. on Monday, November 21, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Presentation, possible action, and discussion on items listed on the consent agenda.

Item 2c was pulled for clarification.

2c: Chuck Gilman, Director of Capital Projects, explained the grant funds would be used to purchase a smart phone application *My-Waste* and for Brazos Valley Earth Day advertising.

2. Presentation, possible action, and discussion regarding the Wolf Pen Creek Water Festival Area Project.

Jeff Kersten, Director of Finance, reported that previous Council direction was to move forward with the Festival Ground and Water Feature Project, and the project was designed, but not constructed. At the November 10 regular meeting, the Council rejected proposals for the Water Feature and Festival Ground Project. The TIRZ expired December 31, 2009 and any TIRZ funds not contractually obligated must be returned to the participating entities. Remaining TIRZ funds amount to \$2,454,119. The breakdown for the entities is:

- City of College Station \$ 609,204
- CSISD \$1,241,133
- Brazos County \$ 603,782

Staff recommends refunding the TIRZ funds to the school district and Brazos County, with remaining funds available for use on other Wolf Pen Creek projects. Staff also recommends using a portion of these funds for a festival ground-only project in Wolf Pen Creek. They are also considering actions to encourage further development in Wolf Pen Creek District, such as re-branding, development guidelines, capital improvements, revised water feature projects, and future programming.

Chuck Gilman, Director of Capital Projects, provided information on an alternative project for a festival area. The scope on the project would include additional parking, landscaping, a ten-foot wide walking path, path lighting, drainage improvements, and power/water pedestals along the path. The estimated cost for these improvements is \$1 million, with an estimated additional O&M cost of \$17,000.

Dr. E. Colson, CSISD Superintendent, expressed some concerns that it may not be as simple as accepting the money and applying it to the school district due to state funding formulas.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve staff's recommendation for the Wolf Pen Creek Festival Area Project. The motion carried.

3. Presentation, and discussion regarding local preference policy in bid/contract awards in accordance with Local Government Code 271.905 and 271.9051.

Cheryl Turney, Assistant Finance Director, reminded the Council of the Statutory Provisions governing the award of bids. Our City Charter says that the City shall encourage free and unrestricted competition on all purchases, ensuring the taxpayers the best possible return on their tax dollars. She also noted that Local Government Code Chapter 252 is the Purchasing and Contracting Authority for Cities. It says that we must award our contracts to the lowest responsible bidder or to the bidder who provides the best value. The statutes offer a list of best value criteria including: purchase price, bidders reputation; quality of bidders goods or services; bidders past relationship with the City; the total long term cost to the City to purchase the bidders goods or services; and any other relevant criteria specifically stated in the bid/proposal. In 1999, the legislature allowed us to take into consideration the location of the bidder's principal place of business. If the City receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality we can award it to the local bidder, as long as it is the

within a certain percentage of the lowest bid price received from a bidder who is not a resident of the municipality. Ms. Turney then provided a brief history of legislation:

- 1999 - LGC 271.905 (allowing a 3% local preference....on commodity type purchases)
- 2005 - LGC 271.9051 (increased the percentage to 5% for Cities and added services)
- 2009 - LGC 271.9051 (amended to restrict local preference on construction contracts less than \$100,000)
- 2011 - LGC 271.9051 (amended to restrict local preference on other purchases less than \$500,000)

These statutes have some limitations and minimum requirements that apply:

- It cannot be used for telecommunications and information services
- It cannot be used for professional services – because they are governed under a different statute – the Professional Services Procurement Act – that requires us to select the most highly qualified provider of professional services.
- It only applies to Cities with a population of 250,000 or less
- Applies to real property, personal property and services
- The principal place of business must be in the corporate City limits of College Station....we cannot stretch that out to Bryan businesses or business that might be within the county.

One of the most important pieces of the law requires the governing body to determine that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

There are some advantages and disadvantages of giving a preference in bid awards. Advantages include: assist the local economy; create incentives for new business development; and may reduce local unemployment. Most importantly, it provides good public relations. Disadvantages include: increased purchase prices; discourages competitive bidding (especially from non-locals); and benefits a few at the expense of all taxpayers. A major disadvantage is there would be increased vendor protests.

Staff recommendations are to require (prior to award) the local vendor to complete an application for local preference; present all local preference opportunities to Council for consideration; and the Council would determine if the award would provide the best combination of contract price and economic benefit to the municipality on a case-by-case basis.

4. Presentation, possible action, and discussion on the general timeline regarding employee benefits and required approvals by Council for the Calendar Year 2012.

Alison Pond, Director of Human Resources, reported on the benefits process, timeline, and approvals. This item is on today's agenda, and staff is requesting approval for the renewal and expenditures for administrative services. This approval is necessary for January 1 coverage. This is the last plan year for the contract with Blue Cross Blue Shield. At the December 8 workshop, there will be an item outlining the Employee Benefits Program. An item on the December 8 Consent Agenda will be for the proposed expenditures for all Benefits and the Stop Loss Contract.

5. Presentation, possible action, and discussion of a policy for Council attendance at boards and committees.

Sherry Mashburn, City Secretary, reported that the proposed language was taken directly from Ordinance 2406, establishing an attendance policy for appointees serving on boards and committees.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to accept staff's language, adding the phrase, "as defined in Ordinance 2406". The motion carried unanimously.

6. Council Calendar

- **November 24 City Offices Closed – HOLIDAY**
- **November 25 City Offices Closed – HOLIDAY**
- **December 1 THSRTC Winter Quarterly Meeting at BVCOG - 3991 E. 29th Street, 11:00 a.m.**
- **December 1 THSRTC Winter Quarterly Meeting-Special Tour at BVCOG, 3991 E. 29th Street, 2:00 p.m.**
- **December 1 THSRTC Winter Quarterly Meeting – Reception at La Salle Hotel, 5:30 p.m.**
- **December 1 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**
- **December 2 Invitation to the Mayor's Holiday Reception at WPC Green Room - 1015 Colgate, 5:15 p.m.**
- **December 2 Christmas at the Creek Celebration at WPC Green Room - 1015 Colgate, 6:00 p.m.**
- **December 4 Council Invitation to ride Christmas Parade floats at City Hall, 12:00 p.m.**
- **December 8 City Council Workshop/Regular Meeting at 3:00 p.m. & 7:00 p.m.**

Council reviewed the Council calendar.

7. Presentation, possible action, and discussion on future agenda items: a Council 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.

There were no future items.

8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BWACS, Cemetery Committee, Code Review Committee, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark

Commission, Library Board, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Zoning Board of Adjustments.

Councilmember Ruesink reported on the visit from Salamanca delegation, our Sister City.

Councilmember Lyles reported that the next Board of Health meeting will be next Wednesday at 5:30.

9. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Deliberation Regarding Real Property, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:20 p.m. on Monday, November 21, 2011 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Woodruff v. College Station, Cause No. 10-000515-CV-272
- Ongoing criminal investigation of municipal court missing funds

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
- Legal Issues regarding statutory requirements related to the Brazos Valley Groundwater Conservation District and their impact to the City.

C. Deliberation Regarding Real Property; to wit:

- Property located generally southwest of the intersection of Dartmouth Street and Holleman Drive in College Station.

D. Deliberation Regarding Economic Incentive Negotiations; to wit:

- Administrative services in College Station Business Park.

The Executive Session adjourned at 6:25 p.m. on Monday, November 21, 2011.

No action was required from Executive Session.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:25 p.m. on Monday, November 21, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
NOVEMBER 21, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:05 p.m. on Monday, November 21, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Presentations and Recognitions:

- **Presentation of The Brazos Boot trophy from Bryan Mayor Jason Bienski to College Station Mayor Nancy Berry, officially marking A&M Consolidated's 2011 football victory over Bryan High School.**

Mayor Jason Bienski, City of Bryan, presented Mayor Nancy Berry with the Brazos Boot Trophy commemorating the winner of the Cross Town Showdown, A&M Consolidated High School.

- **Presentation of check to the Susan G. Komen Foundation for Breast Cancer Awareness by the College Station Fire Department.**

Charles Almanza and Dan McNeill, College Station Fire Department, presented a check in the amount of \$5,000 to Tanya Kruse, with the Susan G. Komen Houston Affiliate. Station 1 members were present wearing their Pink Ribbon T-shirts. The department then presented Chief R.B. Alley with a signed and framed graphic in gratitude for his support of the project.

Citizen Comments

There were no Citizen Comments.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **November 10, 2011 Workshop and Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding Resolution 11-21-11-2b, approving the reimbursement of Neighborhood Park Development Fees in the amount of \$120,668 from Neighborhood Park Zone 6 to CVCS, LLC for the construction of the multi-use path in accordance with the Campus Village PDD Planned Development District zoning ordinance.

2c. Presentation, possible action, and discussion on Resolution 11-21-11-2c, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$10,700.00.

2d. Presentation, possible action, and discussion regarding Resolution 11-21-11-2d, approving a professional services contract for the University Drive Sidewalks Improvements Project to Gattis Engineering, LLC in the amount of \$75,595.00.

2e. Presentation, possible action, and discussion regarding Resolution 11-21-11-2e, approving a professional services contract for the FM 2154 Sidewalk Improvements Project to Gattis Engineering, LLC in the amount of \$98,229.00.

2f. Presentation, possible action, and discussion regarding the approval of a change order to the construction contract (11-013) with Brazos Paving in the amount of \$36,460.94 for the Barron Road Widening Phase 2 Project.

2g. Presentation, possible action, and discussion regarding renewal of bid #11-69 to Knife River to provide a six month agreement for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$600,000 (\$60.00 per ton).

2h. Presentation, possible action, and discussion regarding a change order to contract # 11-003 to Dudley Construction Ltd. to deduct \$82,502.64 for the Tauber & Stasney Street & Utility Rehabilitation construction contract.

2i. Presentation, possible action, and discussion on a bid award for the purchase of electrical pad-mounted transformers to Techline for a total of \$74,736.00.

2j. Presentation, possible action and discussion to authorize the FY 12 expenditures for the Brazos County Appraisal District in the amount of \$240,272 pursuant to the Property Tax Code 6.06D.

2k. Presentation, possible action, and discussion on obtaining approval for the Administrative Services Agreement renewal with Blue Cross and Blue Shield of Texas for medical, dental and prescription drug plan claims administration for calendar year 2012, in the amount of \$425,981.

2l. Presentation, possible action, and discussion authorizing the expenditure of \$70,478.15 with Casco Industries Inc. for the purchase of fire equipment and supplies of which \$50,725.75 is exempt from competitive bidding pursuant to Local Government Code 252.022(7) a procurement of items from only one source.

Item 2c was pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less item 2c. The motion carried unanimously.

(2c)MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Lyles, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 11-21-11-2c, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$10,700.00. The motion carried.

REGULAR AGENDA

1. Presentation, possible action and discussion on Ordinance 2011-3381, of the City Council of the City of College Station, Texas, authorizing the defeasance of a portion of City of College Station, Texas Certificates of Obligation Series 2009; Approving an Escrow Agreement; and providing an effective date.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3381, authorizing the defeasance of a portion of City of College Station, Texas Certificates of Obligation Series 2009; approving an Escrow Agreement; and providing an effective date. The motion carried unanimously.

2. Presentation, possible action, and discussion of Ordinance 2011-3382, of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the special election, held on November 8, 2011, for the purpose of submitting proposed amendments to the City Charter to the voters.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3382, canvassing returns and declaring results of the special election, held on November 8, 2011, for the purpose of submitting proposed amendments to the City Charter to the voters. The motion carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:31 p.m. on Monday, November 21, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

December 8, 2011 (8 de diciembre de 2011)
City Council Consent Agenda Item No. 2b
(Agenda de Consentimiento del Consejo de la Ciudad Punto # 2b)
Election Date (Fecha para Celebrar Elecciones)

To: David Neeley, City Manager (Gerente de la Ciudad)

From: Sherry Mashburn, City Secretary (Secretaria de al Cuidad)

Agenda Caption (Portada de la Agenda): Presentation, possible action, and discussion on an ordinance making the following changes to the City’s General Election pursuant to Senate Bill 100, Eighty-Second Regular Legislature: moving the City’s General Election day to the first Tuesday after the first Monday in November; establishing an effective date; and providing for severability.

Presentación, posible acción, y discusión sobre una ordenanza para realizar los siguientes cambios a las Elecciones Generales de la Ciudad de acuerdo al Proyecto de Ley del Senado número 100, de la Asamblea legislativa Regular número ochenta y dos: cambiando el día de las Elecciones Generales de la Ciudad al primer martes después del primer lunes en noviembre; estableciendo una fecha efectiva; y estableciendo provisiones divisibles.

Summary (Resumen): On November 8, the citizens of College Station defeated Proposition 1, which if it had passed, City elections would have remained in May of odd-numbered years, and the terms of office would have been extended to four years. However, it did not pass, and College Station City elections will move to November and City Council terms will remain at three years. The next general election will be November 6, 2012. (El 8 de noviembre los ciudadanos de College Station rechazaron la Propuesta 1, el cual si hubiera pasado, las elecciones de la Ciudad seguirían celebrándose en mayo de los años impares y los términos de los cargos electos se hubieran extendido a cuatro años. A pesar de ello, no fue aprobada y las elecciones de la Ciudad de College Station serán celebradas en el mes de noviembre y los términos de los Miembros del Consejo seguirán siendo de tres años. Las próximas elecciones generales serán el 6 de noviembre de 2012.)

The terms of all seven current council members will be extended by six months (Los términos de los siete miembros del consejo se extenderán seis meses):

Position	Elected	Currently Up	November Date	Hold Over
Mayor	2010	May 2013	2013	6 months
Council, Place 1	2011	May 2014	2014	6 months
Council, Place 2	2010	May 2013	2013	6 months
Council, Place 3	2011	May 2014	2014	6 months
Council, Place 4	2009	May 2012	2012	6 months
Council, Place 5	2011	May 2014	2014	6 months
Council, Place 6	2009	May 2012	2012	6 months

Cargo	Elegido	para Elegir	En Noviembre	Postergar
Alcalde	2010	mayo 2013	2013	6 meses
Consejo, Puesto 1	2011	mayo 2014	2014	6 meses
Consejo, Puesto 2	2010	mayo 2013	2013	6 meses
Consejo, Puesto 3	2011	mayo 2014	2014	6 meses
Consejo, Puesto 4	2009	mayo 2012	2012	6 meses
Consejo, Puesto 5	2011	mayo 2014	2014	6 meses
Consejo, Puesto 6	2009	mayo 2012	2012	6 meses

Attachments (Documento Adjunto):

- Draft Ordinance moving the election date to November (Borrador de la Ordenanza para cambiar la fecha de elecciones al mes de noviembre)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, MAKING THE FOLLOWING CHANGES TO THE CITY'S GENERAL ELECTION PURSUANT TO SENATE BILL 100, EIGHTY-SECOND REGULAR LEGISLATURE: MOVING THE CITY'S GENERAL ELECTION DAY TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the federal Help America Vote Act of 2002 (HAVA), found in 42 U.S.C. § 15481(a)(3), mandates that for elections in which a federal office is on the ballot, each polling place must be equipped with an electronic voting machine to facilitate voting by those with disabilities; and

WHEREAS, the Texas Legislature implemented HAVA in the 2003 regular session with the passage of House Bill 1549, but expanded the scope of the electronic voting machine requirement to apply to any election held in the state, with limited exceptions; and

WHEREAS, the federal Military and Overseas Voter Act of 2009 (MOVE Act), found in 42 U.S.C. § 1973ff-1, provides for an extended timetable in which absentee ballots be transmitted to uniformed and overseas citizens at least 45 days prior to an election; and

WHEREAS, the Texas Legislature implemented the MOVE Act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general election, which is the second Saturday in May; and

WHEREAS, many counties in Texas have concluded that, in even-numbered years (the years in which the state's primary and primary runoff elections are held), they will be unable to provide to their cities – through sharing, lease, or other means – the electronic voting machines that are required by the aforementioned federal and state laws; and

WHEREAS, the City of College Station currently holds its general election on the uniform election date on the second Saturday in May; and

WHEREAS, pursuant to Senate Bill 100 and other statutory and state constitutional provisions, the City of College Station is – through the adoption of this resolution and any other necessary means – making best efforts to modify its election procedures to be in compliance with the bill and other federal and state laws; and

WHEREAS, Article IX Nominations and Elections, Section 77, in the City of College Station City Charter, provides the regular city election shall be held on an annual date set by ordinance by the City Council, or as otherwise provided by law.

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

1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
2. The date for the General Election for the Mayor and Council of the City of College Station shall be moved from the second Saturday in May to the first Tuesday after the first Monday in November.
3. The Mayor and Council shall each have their term of office extended six (6) months to accommodate the new election day.
4. November 6, 2012 shall be the first election date under this ordinance.
5. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.
6. This ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 8th day of December, 2011.

CITY OF COLLEGE STATION:

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED AS TO FORM:

Carla A. Robinson

Carla Robinson, City Attorney

ORDENANZA NO. _____

UNA ORDENANZA DE LA CIUDAD DE COLLEGE STATION, TEXAS, REALIZANDO LOS SIGUIENTES CAMBIOS A LAS ELECCIONES GENERALES DE LA CIUDAD DE ACUERDO AL PROYECTO DE LEY DEL SENADO NÚMERO 100, DE LA ASAMBLEA LEGISLATIVA REGULAR NÚMERO OCHENTA Y DOS: CAMBIANDO LA FECHA DE LAS ELECCIONES GENERALES DE LA CIUDAD AL PRIMER MARTES DESPUÉS DEL PRIMER LUNES EN NOVIEMBRE; ESTABLECIENDO UNA FECHA EFECTIVA; Y ESTABLECIENDO PROVISIONES DIVISIBLES.

CONSIDERANDO, que la Ley Federal para Ayudar a que los Americanos Voten del año 2002 (HAVA, por sus siglas en el idioma inglés), se encuentra en 42 U.S.C. § 15481(a)(3), ordena que cada centro de votaciones deberá tener una máquina de registro electrónico para que se les facilite votar a las personas con discapacidades, cuando la boleta contenga un cargo federal; y

CONSIDERANDO que la Asamblea Legislativa de Texas implementó HAVA en la sesión regular del año 2003, con la aprobación del Proyecto de Ley 1549 propuesta por la Cámara, pero amplió el límite del requisito de tener equipo de votaciones electrónicas a todas las votaciones realizadas en el estado, con pocas excepciones; y

CONSIDERANDO que la Ley de Votar en el extranjero y para los Militares federales del año 2009 (MOVE Act, por sus siglas en el idioma inglés), se encuentra en 42 U.S.C. § 1973ff-1, provee una extensión de tiempo de 45 días antes de las elecciones, para que las boletas por correo puedan ser transmitidas a los ciudadanos militares y a los que se encuentran en el extranjero; y

CONSIDERANDO que la Asamblea Legislativa de Texas implementó la Ley MOVE en el año 2011 al ser aprobado el Proyecto de Ley de la Cámara número 100, el cual trasladó el período entre las elecciones primarias y de segunda vuelta sobre la fecha más uniforme y comúnmente utilizada para las elecciones municipales regulares, el cual es el segundo sábado en mayo; y

CONSIDERANDO que muchos condados en Texas han concluido que, en los años pares (los años en los cuales se celebran las elecciones primarias y de segunda vuelta del estado), no podrán proporcionarles a las ciudades – a través de métodos como compartir, arrendar, u otros medios – las máquinas de votaciones electrónicas que se requieren de acuerdo a las leyes federales y estatales mencionadas anteriormente; y

CONSIDERANDO que, la Ciudad de College Station actualmente celebra sus elecciones generales en la fecha uniforme de elecciones del segundo sábado en mayo; y

CONSIDERANDO que de acuerdo al Proyecto de Ley del Senado número 100 y otras provisiones estatales constitucionales y establecidas por ley, la Ciudad de College Station – al adoptar esta resolución y otros medios necesarios – está haciendo los esfuerzos necesarios para modificar sus procedimientos de elecciones para estar en conformidad con el Proyecto de ley y otras leyes federales y estatales; y

CONSIDERANDO que el Artículo IX Nominaciones y Elecciones, Sección 77, en los Estatutos de la Ciudad de College Station, indica que las elecciones regulares de la ciudad deberán celebrarse en una fecha anual seleccionada por ordenanza por el Consejo de la Ciudad, o de otra manera dispuesta por ley.

AHORA POR TANTO; QUE SE ORDENE POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS:

1. Que los temas mencionados anteriormente son verdaderos y correctos y se incorporan al presente documento y se hacen parte de este documento para cualquier propósito.
2. La fecha para las Elecciones Generales para elegir al Alcalde y los Miembros del Consejo de la Ciudad de College Station será cambiada del segundo sábado en mayo al primer martes después del primer lunes en noviembre.
3. Se extenderá seis (6) meses el término del Alcalde y de los Miembros del consejo para acomodar la nueva fecha de elecciones.
4. El 6 de noviembre de 2012 será la primera fecha de elecciones bajo esta ordenanza.
5. Si alguna sección o parte de esta ordenanza se declara inconstitucional, ilegal o inválida, o la aplicación del mismo a cualquier persona o circunstancia por cualquier razón se declara inefectiva o inaplicable; dicha inconstitucionalidad, ilegalidad, invalidez, o inefectividad de dicha sección o parte no afectará, perjudicará, o invalidará de ninguna manera la porción o porciones restantes del mismo; pero en cuanto a dicha porción o porciones restantes, lo mismo permanecerá en efecto y basado en esto, las provisiones de esta ordenanza se declaran divisibles.
6. Esta ordenanza entrará en efecto inmediatamente después de adoptada.

APROBADA Y ADOPTADA por el Consejo de la Ciudad de College Station este 8^{vo} día del mes de diciembre de 2011.

CIUDAD DE COLLEGE STATION:

Nancy Berry, Alcalde

DOY FE:

Sherry Mashburn, Secretaria de la Ciudad

APROBADO EN CUANTO A FORMA:



Carla Robinson, Abogada de la Ciudad

December 8, 2011
Consent Agenda Item No. 2c
Firearms Ordinance Modification

To: David Neeley, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion considering an ordinance modification which amends Chapter 1, Section 16, "Firearms" of the College Station Code of Ordinances.

Relationship to Strategic Goals: Core Services and Infrastructure. Meet or exceed all state/federal standards.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: Significant changes in Texas law have occurred since 1995 when the City of College Station last amended the Code of Ordinances regulating firearms on City property.

This modification amends City Code of Ordinances Chapter 1, Section 16, "Firearms" to clarify firearms regulations and to comply with State law by removing provisions that make it unlawful for individuals with a concealed handgun license to enter onto City property while carrying a concealed handgun.

Budget & Financial Summary: None

Attachments:

1. Modified Ordinance
2. Old Ordinance with redline changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1, "GENERAL PROVISIONS", 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 1, "GENERAL PROVISIONS", SECTION 16, "FIREARMS" 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 Hundred Dollars (\$200.00). 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 1, "GENERAL PROVISIONS", SECTION 16, "FIREARMS"** of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read in its entirety as follows:

CHAPTER 1, GENERAL PROVISIONS**SECTION 16: FIREARMS****A. UNLAWFUL TO SHOOT FIREARMS WITHIN CITY****(1) DEFINITIONS**

- (a) 'Firearm' as used in this section means specifically, but not exclusively, any shotgun, pistol, rifle, air rifle, air pistol, B.B. gun, bow & arrow, or any other mechanism that discharges or ejects any bullet, buckshot, or any other projectile of any size by force of combustion, mechanism, or air. This term does not include pitching machines or similar devices that are designed and used only as a substitute for a human action.
- (b) 'One ownership' means an undivided parcel or tract of land that may be owned by a person, corporation, or other entity, or by a combination thereof, or by a tenant in common.
- (c) 'Effective consent' means the consent of a person authorized to act, or whom the shooter reasonably believed was so authorized.

(2) UNLAWFUL TO SHOOT FIREARMS WITHIN CITY

It shall be unlawful to willfully or intentionally shoot a firearm within the limits of the City of College Station, Texas, except as provided hereafter. A person asserting an exception to prosecution under this section shall be required to prove the same as a defense under the provisions of the Texas Penal Code, as amended, and the Texas Code of Criminal Procedures, as amended.

(3) EXCEPTED FROM THIS PROVISION

- (a) Shooting a shotgun, air rifle, air pistol, B.B. gun, or bow & arrow upon a tract of land of ten acres or more under one ownership, with the effective consent of the owner(s) and any tenant(s) residing thereon, and not within 300 feet of any residence or occupied building, provided that the firearm is not discharged in such a manner that it would reasonably be expected to cause any projectile to cross the boundary of the tract onto other premises.

Under this subsection, “shotgun” shall mean a 10 gauge or smaller shotgun with shot no larger than size 7.

- (b) Shooting a center fire or rim fire rifle or pistol of any caliber upon a tract of land of fifty acres or more under one ownership, with the effective consent of the owner(s) and any tenant(s) residing thereon, and not within 300 feet of any residence or occupied building, provided that the firearm is not discharged in such a manner that it would reasonably be expected to cause any projectile to cross the boundary of the tract onto other premises.
- (c) Shooting any firearm in lawful defense of self, a third person, or property, provided that the firearm is not discharged in such a manner as to unreasonably endanger innocent persons.
- (d) Law enforcement and animal control officers while in the lawful discharge of their duties.

B. PENALTY

- (1) A violation of this section shall constitute a misdemeanor and upon conviction thereof shall be punishable by a fine pursuant to the General Penalty set out in Chapter 1, Section 5, of this Code of Ordinances.

Current Ordinance to be Amended

Sec. 1-16. - Firearms.

A. Unlawful to shoot firearms within City.

(1) Definitions:

(a) **"Firearm"** as used in this section means specifically, but not exclusively, any shotgun, pistol, rifle, air rifle or pistol, B.B. gun, bow and arrow, or any other mechanism that discharges or ejects any bullet, buckshot, or any other projectile of any size by force of combustion, mechanism, or air. This term does not include pitching machines or similar devices that are designed and used only as a substitute for a human action.

(b) **"One (1) ownership"** means an undivided parcel or tract of land that may be owned by a person, corporation, or other entity, or by a combination thereof, or by a tenant in common.

(c) **"Effective consent"** means the consent of a person authorized to act, or whom the shooter reasonably believed was so authorized.

(2) Unlawful to Shoot firearms within the City

~~(2)~~—It shall be unlawful to willfully or intentionally shoot a firearm within the limits of the City of College Station, Texas, except as provided hereafter. A person asserting an exception to prosecution under this section shall be required to prove the same as a defense under the provisions of the Texas Penal Code as amended and the Texas Code of Criminal Procedure as amended.

(3) Excepted from this provision are:

(a) Shooting a shotgun, air rifle or pistol, B.B. gun, or bow & arrow upon a tract of land of ten (10) acres or more under one (1) ownership, with the effective consent of the owner(s) and any tenant(s) residing thereon, and not within three hundred (300) feet of any residence or occupied building, provided that the firearm is not discharged in such a manner that it would reasonably be expected to cause any projectile to cross the boundary of the tract onto other premises. Under this subsection, "shotgun" shall mean a ten-gauge or smaller shotgun with shot no larger than size 7.

(b) Shooting a center fire or rim fire rifle or pistol of any caliber upon a tract of land of fifty (50) acres or more under one (1) ownership, with the effective consent of the owner(s) and any tenant(s) residing thereon, and not within three hundred (300) feet of any residence or occupied building, provided that the firearm is not discharged in such a manner that it would reasonably be expected to cause any projectile to cross the boundary of the tract onto other premises.

(c) Shooting any firearm in lawful defense of self, a third person, or property, provided that the firearm is not discharged in such a manner as to unreasonably endanger innocent persons.

(d) Law enforcement and animal control officers while in the lawful discharge of their duties.

~~B.—Unlawful to carry firearms in City buildings.—~~

~~(1)—Definitions:—~~

~~(a)—"City building" as used in this subsection means any building or portion of a building that is owned, occupied, leased, or controlled by the City of College Station, Texas, for City operations and activities. The term includes any building used primarily for administrative or maintenance functions located within a City park, but it does not include any other buildings or structures located within a City park. The term also does not include any public or private driveway, street, sidewalk, walkway, parking lot, parking garage, or other parking area.—~~

~~(b)—"City park" as used in this subsection means any public park, recreation area, playground, golf course, swimming pool, outdoor amphitheater, playing field, or other outdoor recreational facility, or the grounds of any of the foregoing, that is owned, occupied, leased, controlled, or maintained by the City of College Station, Texas.—~~

~~(c)—"Concealed handgun" as used in this subsection means any handgun, the presence of which is not openly discernible to the ordinary observation of a reasonable person.—~~

~~(d)—"Handgun" as used in this subsection means any firearm that is designed, made, or adapted to be fired with one (1) hand.—~~

~~(2)—It shall be unlawful for any person, other than a peace officer, to carry a firearm in any City building, regardless of whether or not the person is duly licensed by the State of Texas to carry a concealed handgun under the authority of Article 4413(29ee), Texas Revised Civil Statutes.—~~

B.C. **Penalty.**

A violation of this section shall constitute a misdemeanor and upon conviction thereof shall be punishable by a fine pursuant to the general penalty set out in section 1-5, of this Code of Ordinances.

(Ordinance No. 2160 of December 14, 1995)

**December 8, 2011
Consent Agenda Item No. 2d
School Speed Zones on Royder Road and
Greens Prairie Trail**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 2F, of the College Station Code of Ordinances regarding the Traffic Control Device Inventory, Schedule V (School Zones).

Relationship to Strategic Goals: Neighborhood Integrity – Continued planning with neighborhood residents to address concerns and capitalize on opportunities.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: This item will amend Schedule V of the Traffic Control Device Inventory by adding a 25 mph school zone on Greens Prairie Trail and Royder Road adjacent to the new Greens Prairie Elementary School. The school zone will extend along Greens Prairie Trail in front of the school and extend north, east, and south from the intersection with Royder Road.

The attached revised Exhibit B (dated December 8, 2011) - Schedule V of the Traffic Control Device Inventory, indicates the proposed addition in bold italics, which are all under the section for Greens Prairie Elementary.

The addition of these school zones will provide safer conditions for the school children.

Budget & Financial Summary: These school zones were installed as part of the Greens Prairie Trail roadway widening project and no additional funds will be needed.

Attachments:

1. Ordinance with Exhibit A
2. Location Map
3. Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING TRAFFIC CONTROL DEVICE INVENTORY” – SCHEDULE V AS REFERENCED IN CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, F “SCHOOL ZONES”, 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 “TRAFFIC CONTROL DEVICE INVENTORY” – SCHEDULE V AS REFERENCED IN CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, F “SCHOOL ZONES”, 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 Five Hundred Dollars (\$500.00). 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 _____, 2011.

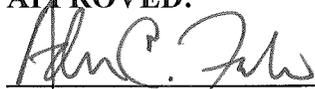
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **"TRAFFIC CONTROL DEVICE INVENTORY" – SCHEDULE V AS REFERENCED IN CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", F "SCHOOL ZONES"**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adopting the revised Traffic Control Device Inventory attached hereto as Exhibit "B".

EXHIBIT "B"
TRAFFIC DEVICE INVENTORY
 Schedule V – School Zones
 Revised December 8, 2011

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
College Hills Elementary					
1. Francis Drive, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
2. Francis Drive, West of Walton Drive - East of James Parkway.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
3. Gilchrist Avenue, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-01
4. Gilchrist Avenue, West of Williams Street - East of Walton Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-01
5. Walton Drive, South of Nunn Street - North of Francis Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
6. Walton Drive, South of Francis Drive - North of Bolton Avenue.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
South Knoll Elementary					
7. Southwest Parkway, East of Langford Street - West of Laura Lane.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
8. Southwest Parkway, East of Lawyer Place - West of Sabine Court.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
9. Langford Street, South of S. Ridgefield Court - North of Boswell Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
10. Langford Street, South of Boswell Street - North of Southwest Parkway.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
11. Boswell Street, East of Lawyer Street - West of Langford Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02

⚡ - The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.

EXHIBIT "B"
TRAFFIC CONTROL DEVICE INVENTORY
 Schedule V – School Zones
 Revised December 8, 2011

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
Southwood Valley Elementary					
12. Deacon Drive, East of San Felipe Drive - West of Brothers Boulevard.	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
13. Deacon Drive, East of Pierre Place - West of Celinda Circle.	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
14. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Deacon and Brothers).	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
15. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Todd Trail and Brothers).	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
Oakwood Middle School / Willow Branch Intermediate School					
16. Holik Street, South of George Bush Drive - North of Anna Street (intersection of George Bush and Holik).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
17. Holik Street, North of Anna Street - South of George Bush Drive (intersection of Anna and Holik).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
18. Anderson Street, South of George Bush Drive - North of Wolf Run.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
19. Anderson Street, South of Wolf Run - North of Park Place.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
20. Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Dr. and Timbers).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#2210 Sept. 26, 1996	1998-03
21. Timber Street, North of Anna Street - South of George Bush Drive.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#2210 Sept. 26, 1996	1998-03

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EXHIBIT "B"
TRAFFIC CONTROL DEVICE INVENTORY
 Schedule V – School Zones
 Revised December 8, 2011

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
Rock Prairie Elementary / College Station Middle School					
22. Welsh Avenue, North of Edelweiss Avenue - South of Willow Loop.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
23. Honeysuckle Lane, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
24. Canterbury Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
25. Dover Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
26. Abbey Lane, East of Victoria Avenue - West of Nottingham Drive.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1989 April 11, 1989	1998-04
27. Yorkshire Drive, East of Victoria Avenue - West of Nottingham Drive.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1989 April 11, 1989	1998-04
28. Victoria Avenue, South of Yorkshire Drive - North of Shire Drive.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1821 Sept. 14, 1989	1998-04
29. Rock Prairie Road, East of Rio Grande Boulevard - West of Bahia Drive.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1987 Nov. 12, 1987	1998-04
30. Rio Grande Boulevard, South of Capistrano Court - North of Rock Prairie Road.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1987 Nov. 12, 1987	1998-04
31. Westchester Avenue, South of Dover Street - North of Rock Prairie Road.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1874 Dec. 13, 1990	1998-04
32. Rock Prairie Road, East of Shire Drive - West of Victoria Avenue.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2259 Aug. 28, 1997	1998-04
33. Edelweiss Avenue, East of Caterina Lane - West of Innsbruck Circle.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
34. Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
35. Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
36. Sunflower Trail, North of Edelweiss Avenue - South of Welsh Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A

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EXHIBIT "B"

TRAFFIC CONTROL DEVICE INVENTORY

Schedule V – School Zones
Revised December 8, 2011

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
C.S. High School					
37. Welsh Avenue, South of Nueces Drive - North of FM 2818 (intersection of Welsh and Nueces).	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#1889 April 11, 1991	1998-02
38. Welsh Avenue, North of FM 2818 - South of Nueces Drive (intersection of Welsh and FM 2818).	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#1889 April 11, 1991	1998-02
39. Nueces Drive, South of Hondo Drive - North of Arboles Circle	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
40. Nueces Drive, North of FM 2818 - South of Guadelupe Drive	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
41. Guadalupe Drive, West of Langford Street - East of Nueces Drive	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
Pebble Creek Elementary					
42. Parkview Drive, West of Bogey Court - East of Birdie Court.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
43. Venture Drive, West of Lakeway Drive - East of S.H. 6 East Frontage Road.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
44. Lakeway Drive, South of Greens Prairie Road - North of Parkview Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
45. Lakeway Drive, North of Quality Circle - South of Venture Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
Cypress Grove Intermediate					
46. Graham Road, West of Schaffer Road - East of Victoria Avenue.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
47. Graham Road, West of S.H. 6 West Frontage Road - East of Schaffer Road.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
48. Schaffer Road, North of Graham Road - South of Hasselt Street.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02

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TRAFFIC CONTROL DEVICE INVENTORY
 Schedule V – School Zones
 Revised December 8, 2011

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
Forest Ridge Elementary					
49. Greens Prairie Road, West of Arrington – East of Castlegate Drive.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2868 Feb. 9, 2006	N/A
Creekview Elementary					
50. Eagle Avenue, West of New Port Lane – 385 feet east of school property	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Aug 17, 2009	N/A
Greens Prairie Elementary					
51. Greens Prairie Trail – West of Royder Road to East of Royder Road	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Dec. 8, 2011	N/A
52. Royder Road – North of Greens Prairie Trail to South of Greens Prairie Trail	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Dec. 8, 2011	N/A

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Proposed School Zone

Greens Prairie
Elementary



Location Map Proposed School Zone

1 inch = 250 feet

EXHIBIT "B"
TRAFFIC DEVICE INVENTORY

Schedule V – School Zones

Revised December 8, 2011

Location	Posted Hours	Posted Speed Limit	W Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
College Hills Elementary					
1. Francis Drive, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
2. Francis Drive, West of Walton Drive - East of James Parkway.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
3. Gilchrist Avenue, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-01
4. Gilchrist Avenue, West of Williams Street - East of Walton Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-01
5. Walton Drive, South of Nunn Street - North of Francis Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
6. Walton Drive, South of Francis Drive - North of Bolton Avenue.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
South Knoll Elementary					
7. Southwest Parkway, East of Langford Street - West of Laura Lane.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
8. Southwest Parkway, East of Lawyer Place - West of Sabine Court.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
9. Langford Street, South of S. Ridgefield Court - North of Boswell Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
10. Langford Street, South of Boswell Street - North of Southwest Parkway.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
11. Boswell Street, East of Lawyer Street - West of Langford Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02

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13. Deacon Drive, East of Pierre Place - West of Celinda Circle.	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
14. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Deacon and Brothers).	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
15. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Todd Trail and Brothers).	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
Oakwood Middle School / Willow Branch Intermediate School					
16. Holik Street, South of George Bush Drive - North of Anna Street (intersection of George Bush and Holik).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
17. Holik Street, North of Anna Street - South of George Bush Drive (intersection of Anna and Holik).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
18. Anderson Street, South of George Bush Drive - North of Wolf Run.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
19. Anderson Street, South of Wolf Run - North of Park Place.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
20. Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Dr. and Timbers).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#2210 Sept. 26, 1996	1998-03
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23. Honeysuckle Lane, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
24. Canterbury Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
25. Dover Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
26. Abbey Lane, East of Victoria Avenue - West of Nottingham Drive.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1989 April 11, 1989	1998-04
27. Yorkshire Drive, East of Victoria Avenue - West of Nottingham Drive.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1989 April 11, 1989	1998-04
28. Victoria Avenue, South of Yorkshire Drive - North of Shire Drive.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1821 Sept. 14, 1989	1998-04
29. Rock Prairie Road, East of Rio Grande Boulevard - West of Bahia Drive.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1987 Nov. 12, 1987	1998-04
30. Rio Grande Boulevard, South of Capistrano Court - North of Rock Prairie Road.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1987 Nov. 12, 1987	1998-04
31. Westchester Avenue, South of Dover Street - North of Rock Prairie Road.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1874 Dec. 13, 1990	1998-04
32. Rock Prairie Road, East of Shire Drive - West of Victoria Avenue.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2259 Aug. 28, 1997	1998-04
33. Edelweiss Avenue, East of Caterina Lane – West of Innsbruck Circle.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
34. Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
35. Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
36. Sunflower Trail, North of Edelweiss Avenue – South of Welsh Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A

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38. Welsh Avenue, North of FM 2818 - South of Nueces Drive (intersection of Welsh and FM 2818).	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#1889 April 11, 1991	1998-02
39. Nueces Drive, South of Hondo Drive - North of Arboles Circle	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
40. Nueces Drive, North of FM 2818 - South of Guadalupe Drive	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
41. Guadalupe Drive, West of Langford Street - East of Nueces Drive	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
Pebble Creek Elementary					
42. Parkview Drive, West of Bogey Court - East of Birdie Court.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
43. Venture Drive, West of Lakeway Drive - East of S.H. 6 East Frontage Road.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
44. Lakeway Drive, South of Greens Prairie Road - North of Parkview Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
45. Lakeway Drive, North of Quality Circle - South of Venture Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
Cypress Grove Intermediate					
46. Graham Road, West of Schaffer Road - East of Victoria Avenue.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
47. Graham Road, West of S.H. 6 West Frontage Road - East of Schaffer Road.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
48. Schaffer Road, North of Graham Road - South of Hasselt Street.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02

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49. Greens Prairie Road, West of Arrington – East of Castlegate Drive.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2868 Feb. 9, 2006	N/A
Creekview Elementary					
50. Eagle Avenue, West of New Port Lane – 385 feet east of school property	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Aug 17, 2009	N/A
Greens Prairie Elementary					
51. <i>Greens Prairie Trail – West of Royder Road to East of Royder Road</i>	<i>When Flashing</i>	<i>25 mph</i>	<i>7:30 - 8:15 AM 2:45 - 3:30 PM</i>	<i># Dec. 8, 2011</i>	<i>N/A</i>
52. <i>Royder Road – North of Greens Prairie Trail to South of Greens Prairie Trail</i>	<i>When Flashing</i>	<i>25 mph</i>	<i>7:30 - 8:15 AM 2:45 - 3:30 PM</i>	<i># Dec. 8, 2011</i>	<i>N/A</i>

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December 8, 2011
Consent Agenda Item No. 2e
Electric Switch Station Substation Equipment Bid 12-011
Distribution Upgrade and Entergy Tie and a
Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action and discussion regarding approval of the purchase of various major equipment for the expansion of College Station Switch Substation totaling \$510,023.00 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendations: Staff recommends approval of the purchases of equipment.

Summary: The equipment purchased through this bid will be installed to upgrade the capacity at the CSU Electric Switch Station substation and to provide an emergency tie to the Entergy system.

The equipment to be purchased includes six (6) 145 kV Potential transformers from JH Davidson in the amount of \$56,682.00, three (3) 145 kV Current transformers from FAPCO in the amount of \$33,570.00, two (2) 145 kV Gas Circuit breakers from Pennsylvania Breaker in the amount of \$95,180.00, two (2) 15 kV 1200 amp Distribution breakers and two (2) 15 kV 3000 amp Distribution breakers from Wesco in the amount of \$102,028.00, one (1) 145 kV motor operated Circuit Switcher from KBS Electric in the amount of \$144,300.00, three (3) 14' 145 kV Vertical Air Break switches and two (2) 20' 145 kV Vertical Air Break switches from Cleaveland Price, Inc. in the amount of \$69,975.00 and two (2) Energy Meters from National Electric Systems in the amount of \$8,288.00

On the Group "C" component of this bid for the two (2) 145 kV gas filled Circuit Breakers, four (4) bidders were disqualified when they did not supply complete bids for the breakers. Pennsylvania Breaker was still the low bidder in this category.

On the Group "F" component of this bid, Royal Switchgear was the lowest bidder but was disqualified when they bid an aluminum component but the bid stated copper components only for the Vertical Air Break switches.

Budget & Financial Summary: Funds for this purchase were budgeted for and approved in the FY12 Electric Capital Improvement Projects Funds. 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. The debt for the project is scheduled to be issued later this fiscal year.

Attachments:

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

Item	Qty	Unit	Description	Cleaveland Price Inc. Trafford, PA		FAPCO New Braunfels, TX		JH Davidson Tulsa, OK		KBS Electric College Station, TX		National Electrical Systems Boonville, NY		Pennsylvania Breaker Canonsburg, PA		Royal Switchgear Bessemer, AL		Tatman Assoc., Inc. Cleveland, OH		Wesco San Antonio, TX	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-1	6	Ea	Potential Transformer (PT)			\$10,170.00	\$61,020.00	\$9,447.00	\$56,682.00			\$10,060.00	\$60,360.00					\$12,020.00	\$72,120.00		
B-1	3	Ea	Current Transformer (CT)			\$11,190.00	\$33,570.00	\$11,542.00	\$34,626.00									\$14,310.00	\$42,930.00		
C-1	2	Ea	Gas Circuit Breaker, SF6			\$53,995.00	\$107,990.00			\$55,320.00	\$110,640.00	\$54,540.00	\$109,080.00	\$46,740.00	\$93,480.00						
	2	Ea	Assembly, testing, filling			\$1,250.00	\$2,500.00			\$15,000.00	\$30,000.00	\$4,428.00	\$8,856.00	Included in price							
	2	Ea	Factory Service Engr.			\$1,000.00	\$2,000.00			\$2,000.00	\$4,000.00	\$2,765.00	\$5,530.00	\$850.00	\$1,700.00						
	Total:						\$112,490.00				\$144,640.00		\$123,466.00		\$95,180.00						
D-1	2	Ea	1200 Amp Distribution CB																	\$21,891.00	\$43,782.00
D-2	2	Ea	3000 Amp Distribution CB																	\$29,123.00	\$58,246.00
Total:																					\$102,028.00
E-1	1	Ea	Circuit Switcher, Break style							\$95,180.00	\$95,180.00										
	1	Ea	Assembly, testing, filling							\$42,825.00	\$42,825.00										
	1	Ea	Factory Service Engr.							\$6,295.00	\$6,295.00										
	Total:										\$144,300.00										
F-1	3	Ea	14' Vertical Air Break Switch	\$13,995.00	\$41,985.00			\$25,073.98	\$75,221.94	\$20,860.00	\$62,580.00	\$21,995.00	\$65,985.00			\$12,975.00	\$38,925.00	\$23,300.00	\$69,900.00		
F-2	2	Ea	20' Vertical Air Break Switch	\$13,995.00	\$27,990.00			\$25,073.98	\$50,147.96	\$20,860.00	\$41,720.00	\$21,985.00	\$43,970.00			\$12,975.00	\$25,950.00	\$23,300.00	\$46,600.00		
Total:				\$69,975.00				\$125,369.90			\$104,300.00		\$109,955.00				\$64,875.00		\$116,500.00		
G-1	2	Ea	Energy Meter									\$4,144.00	\$8,288.00								
Group "A" Materials Subtotal																					
Manufacturer						Trench		ABB / Kuhlman				ABB/Kuhlman						ABB			
Catalog No.						UT5H-650-138		L741200T0-803 (UTE-145-OH)				UTE-145-OH						UTE-145-OH			
Delivery Time						30 weeks		21 weeks				16 weeks						26 weeks			
Group "B" Materials Subtotal																					
Manufacturer						Trench		ABB / Kuhlman										ABB			
Catalog No.						IOSK 145		L952000DAAANZ										#L952000DAAANZ			
Delivery Time						30 weeks		25 weeks										30 weeks			
Group "C" Materials Subtotal																					
Manufacturer						Siemens Energy, Inc.				Hico America		HVB AE Power		Pennsylvania Breaker							
Catalog No.						SPS2-145-40-3000				HCSP144B		HS145-40-3000		PB145-40							
Delivery Time						22 weeks				22 weeks		24 weeks		16 weeks							
Group "D" Materials Subtotal																					
Manufacturer - 1																				ABB	
Catalog No. - 1																				MB11130CCMH5KMZ402	
Delivery Time - 1																				12 weeks	
Manufacturer - 2																				ABB	
Catalog No. - 2																				MB11440PPMH5KMZ401	
Delivery Time - 2																				12 weeks	
Group "E" Materials Subtotal																					
Manufacturer										S & C											
Catalog No.										38846R5-BHP-KMVQW											
Delivery Time										16 weeks											
Group "F" Materials Subtotal																					
Manufacturer - 1				Cleaveland Price				Southern Electrical Equip.		Southern States		Southern States				Royal Switchgear		Southern States			
Catalog No. - 1				CO6B036G10				VIPC-H13820S		CVB-5BC-145-2000		CVB-5BC-145-2000				AVT13820		CVB-5BC-145-2000			
Delivery Time - 1				18 weeks				25 weeks		18 weeks		18 weeks				18 weeks		22 weeks			
Manufacturer - 2				Cleaveland Price				Southern Electrical Equip.		Southern States		Southern States				Royal Switchgear		Southern States			
Catalog No. - 2				CO6B036G10				VIPC-H13820S		CVB-5BC-145-2000		CVB-5BC-145-2000				AVT13820		CVB-5BC-145-2000			
Delivery Time - 2				18 weeks				25 weeks		18 weeks		18 weeks				18 weeks		22 weeks			
Group "G" Materials Subtotal																					
Manufacturer												Transdata									
Catalog No.												EMS60E09H14SQST									
Delivery Time												4 weeks									

NOTE: ABB US bid non-responsive on group "C"; Did not include cost of assembly/testing/filling or cost of service engineer.
 Alstom Grid bid non-responsive on group "C"; Did not include cost of assembly/testing/filling or cost of service engineer.
 HVB AE Power System bid non-responsive on group "C"; Did not include the cost of service engineer.
 Mitsubishi Electric Power bid non-responsive on group "C"; Did not include cost of assembly/testing/filling or cost of service engineer.
 Royal Switchgear bid on group "F" non-responsive; Bid aluminum, not copper as stipulated.
 KBS Electric group "E" bid; Added \$1410.00 to correct bid catalog number to reflect shunt trip contactor.

BID TOTAL: **\$510,023.00**

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 \$1,600,000, 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 8th DAY OF DECEMBER, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



Stephen A. Kusch
McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

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

Electric Utility ERCOT to Entergy System Tie – This project is for the purchase and installation of equipment to provide an emergency tie between the ERCOT and the Entergy systems which will be located at the College Station Electric Switch Station Substation.

College Station Electric Switch Station Upgrades – This project is for the purchase and installation of equipment to upgrade the capacity at the College Station Electric Switch Station Substation.

**December 8, 2011
Consent Agenda Item No. 2f
Homeland Security Grant Program (SHSP-LETPA)**

To: David Neeley, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2011 Homeland Security Grant Program Sub-recipient of \$50,743, naming a City staff member as manager of those grant funds, and approving the 2011 City of College Station Equipment List (SHSP-LETPA) for purchase.

Strategic Initiatives: Core Services and Infrastructure – Plan for and invest in equipment necessary to meet projected needs. Financially Sustainable City – Seek grants and other outside funding.

Recommendation(s): Staff recommends acceptance of the grant from Texas Division of Emergency Management (TDEM), and recommends the emergency management coordinator be designated as the "Grant Manager" for administration of this grant. It is also recommended that the attached 2011 City of College Station Equipment List (SHSP-LETPA) be approved for purchase.

Summary: The City of College Station has been awarded the Homeland Security program grant of \$50,743 through TDEM. The funding will be used by the Police Department to purchase equipment that will enhance our response capabilities to terrorist threats or catastrophic events. Attached is the equipment list for the 2011 Homeland Security Grant Program (SHSP-LETPA) which funds are to be expended. The period of performance of this agreement shall end on August 31, 2013.

Budget & Financial Summary: This is an equipment grant and the City of College Station has no matching funds committed. Dependent upon equipment requested future budgets might include requests for O&M for equipment obtained through this grant.

Attachments:

2011 Homeland Security Grant Award Letter

2011 Homeland Security Grant Program Notice of Sub-recipient Award – 10-SR 15976-01 – on file in the City Secretary's office.

2011 State Homeland Security Grant Equipment List (SHSP-LETPA)
Resolution

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

November 17, 2011

Dear Authorized Official:

Attached are the FY 2011 Homeland Security Grant Program (HSGP) sub-recipient award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant(s) and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions listed on Page 2 of the Sub-Recipient Agreement (SRA) (the box at the top of the 2011 Terms and Conditions), and return all documents as instructed below to the Texas Department of Public Safety (TXDPS), Texas Homeland Security State Administrative Agency (THSSAA) by no later than January 5, 2012.

The SRA, which includes the Award and the Terms and Conditions, must be filled out, signed, and each page initialed by the person indicated in Box 4 of the Sub-Recipient Award. Signature by anyone other than that person will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Sub-recipient. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award(s) unless the letter indicates otherwise.

Return SRA(s) via Email

The FY 2011 SRA documents should be returned via email to SAA_SRA@dps.texas.gov by no later than January 5, 2012. Please title the subject line of your email "HSGP" and name of jurisdiction (i.e. *HSGP Houston_City of*). If you have received multiple awards, please attach each SRA (including a signed award and set of Terms and Conditions) as a separate attachment to the email and use the following naming convention for each file: federal grant title abbreviation (from Box 5 on Award), "SRA" and name of jurisdiction. (i.e. *MMRS SRA Houston_City of*; *UASI SRA Houston_City of*).

Please retain a copy of each document submitted to the THSSAA for your records. The grant award(s) may be withdrawn if the required documents are not completed and submitted to the THSSAA within the deadlines established below.

Timeline for FY 2011 Grant Process

Below is the timeline for the FY 2011 HSGP awards and projects. The THSSAA will not approve FY 2011 expenditure requests until the signed Sub-Recipient Agreement(s) have been returned to the THSSAA, the Biannual Strategy Implementation Report (BSIR) Plan has been completed in the

state’s grant management system (State Preparedness and Assessment Reporting Service (SPARS)), and the Sub-recipient has entered clear milestones for each project in SPARS.

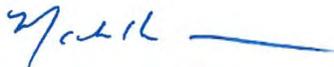
Oct 7 2011	State received 2011 HSGP award from DHS/FEMA.
Nov 21 2011 (on or before)	Deadline for THSSAA to issue sub-recipient agreements. (45 days from DHS award)
Dec 21 2011* (on or before)	Deadline for sub-recipient to have entered their initial BSIR data in SPARS. <i>*(Usually 45 days from THSSAA award but due to the BSIR Federal reporting deadline, this data must be completed within 30 days of the award.)</i>
Jan 5 2012 (on or before)	Deadline for signed sub-recipient agreements to be returned to THSSAA. (45 days from THSSAA award)
Feb 1 2012*	Deadline for sub-recipient to enter project milestones for approved 2011 projects. <i>*(Expenditure requests will not be approved until clear milestones are established for all projects in SPARS.)</i>
Sep 1 2011 – Aug 31 2013*	24-month performance period for Sub-recipients. All invoices must be received by THSSAA by the grant period end date. <i>*(COGs and UASI Core Cities have slightly longer performance periods; see Box 6 of the Award for your grant period end date.)</i>

Form 74-176 Direct Deposit Authorization

In addition, to reimburse you for grant-funded expenses the THSSAA must have a current Direct Deposit Authorization from your organization in order to transfer grant funds electronically to a designated bank account. An electronic version of this form is available on the Texas State Comptroller’s website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. If you submitted a completed Direct Deposit Authorization form recently at the request of TXDPS or with prior acceptance documents for FY 2011 HSGP awards, you do not need to complete a new authorization unless your bank account information has changed. By the due date of your SRA(s), please email a current Direct Deposit Authorization form to SAA_SRA@dps.texas.gov with a subject line and file name of “DDForm” and name of jurisdiction (i.e. *DDForm Travis County*).

If you have any questions, please contact a grant coordinator for your region or Nancy Carrales at nancy.carrales@dps.texas.gov or (512) 377-0004.

Sincerely,



Machelle Pharr
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

2011 State Homeland Security Grant Equipment List (SHSP-LETPA)

Sub-Category	Description	Quantity	Unit Cost	Total
SWAT	Ballistic Helmets	16	\$767.33	\$12,277.24
HNT	Ballistic Vests	6	\$605.00	\$3,630.00
Bomb Squad	PowerHawk Robot Tool	1	\$29,144.00	\$29,144.00
SWAT	TAC Vests	2	\$2,845.88	\$5,691.76

Grant \$50,743.00

List Total \$50,743.00

Balance \$0.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING THE 2011 HOMELAND SECURITY GRANT PROGRAM (SHSP-LETPA) SUB-RECIPIENT AWARD FOR THE PURCHASE OF RESPONSE EQUIPMENT AND AUTHORIZING A CONTACT PERSON FOR THE CITY.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Texas Division of Emergency Management (TDEM) the 2011 Homeland Security Grant Program; and

WHEREAS, the Texas Division of Emergency Management (TDEM) has served the City of College Station with a Notice of Sub-recipient Award for the 2011 Homeland Security Grant Program (SHSP-LETPA) in the amount of \$50,743 to be used in this performance period ending on August 31, 2013; and

WHEREAS, the intent of this sub-grant is to aid in the City's ability to enhance its capacity to prevent, respond to and recover from acts of terrorism and natural disasters; now, therefore,

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

- PART 1: That the City Council hereby accepts the Sub-recipient Award for the 2011 Homeland Security Grant Program (SHSP-LETPA) in the amount of \$50,743 from the Texas Division of Emergency Management (TDEM).
- PART 2: That the City Council hereby approves the 2011 State Homeland Security Grant Equipment List (SHSP-LETPA) for purchase to aid in the City's ability to enhance its capacity to prevent, respond to and recover from acts of terrorism and natural disasters.
- PART 3: That the City Council hereby authorizes the Emergency Management Coordinator to serve as the Grant Manager for the City of College Station to sign agreements with the Governor's Division of Emergency Management and hereby designates said position to receive this award on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, A.D. 2011.

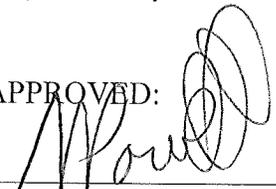
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**December 8, 2011
Consent Agenda Item No. 2g
Emerald Forest Drainage Improvements
Construction Contract
Project Number SD1006**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action and discussion on awarding a Construction Contract (12-031) to Follis-Cole Construction, LLC, in the amount of \$162,899.69 for the Emerald Forest Drainage Improvements Project.

Relationship to Strategic Goals: Neighborhood Integrity - Continue investments in maintaining and rehabilitating infrastructure and facilities in neighborhoods

Recommendation(s): Staff recommends approval of this Contract.

Summary: The purpose of this project is for drainage improvements to the common back lot line of Emerald Forest Phases Three and Four, specifically adjacent to the common utility easement from Emerald Parkway to Sebesta Road. The neighborhood made contact with the City and requested these improvements in 2010. Staff has spent a significant amount of time working with each property owner to answer questions about the impact of the improvements and to obtain temporary construction easements. A naturally occurring creek runs along the back lots of several residential homes within these two sections. Sections of this creek hold stagnant water and other areas of the creek are routinely eroding. This construction project will address these issues.

The improvements include re-grading several locations along the creek, clearing and grubbing of overgrown brush and trees, and the installation of gabion basket walls and mattresses. The gabion baskets and mattresses are necessary to help prevent future erosion at drainage junction points within the neighborhood.

Five firms submitted a construction bid in response to the Invitation to Bid (ITB No. 12-013). The contract is for a base bid of \$162,899.69 without any alternatives. Construction is expected to take approximately three months.

Budget & Financial Summary: \$257,120 is budgeted for this project in the Drainage Improvement Projects Fund. A total of \$69,757 has been expended or committed to date, leaving a balance of \$187,363 for this contract and related expenses.

Attachments:

1. Resolution
2. Bid Tabulation
3. Location map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR EMERALD FOREST PARK SITE IMPROVEMENTS PROJECT (SD1006) AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Emerald Forest Drainage Improvements Project; and

WHEREAS, the selection of Follis-Cole Construction, LLC. is being recommended as the lowest responsible bidder; 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 Follis-Cole Construction, LLC. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Follis-Cole Construction, LLC. for a lump sum amount of \$162,899.69 for the labor, materials and equipment required for the improvements related to the Emerald Forest Drainage Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Drainage Capital Improvement Project Fund in the amount of \$162,899.69.

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

ADOPTED this 8th day of December, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



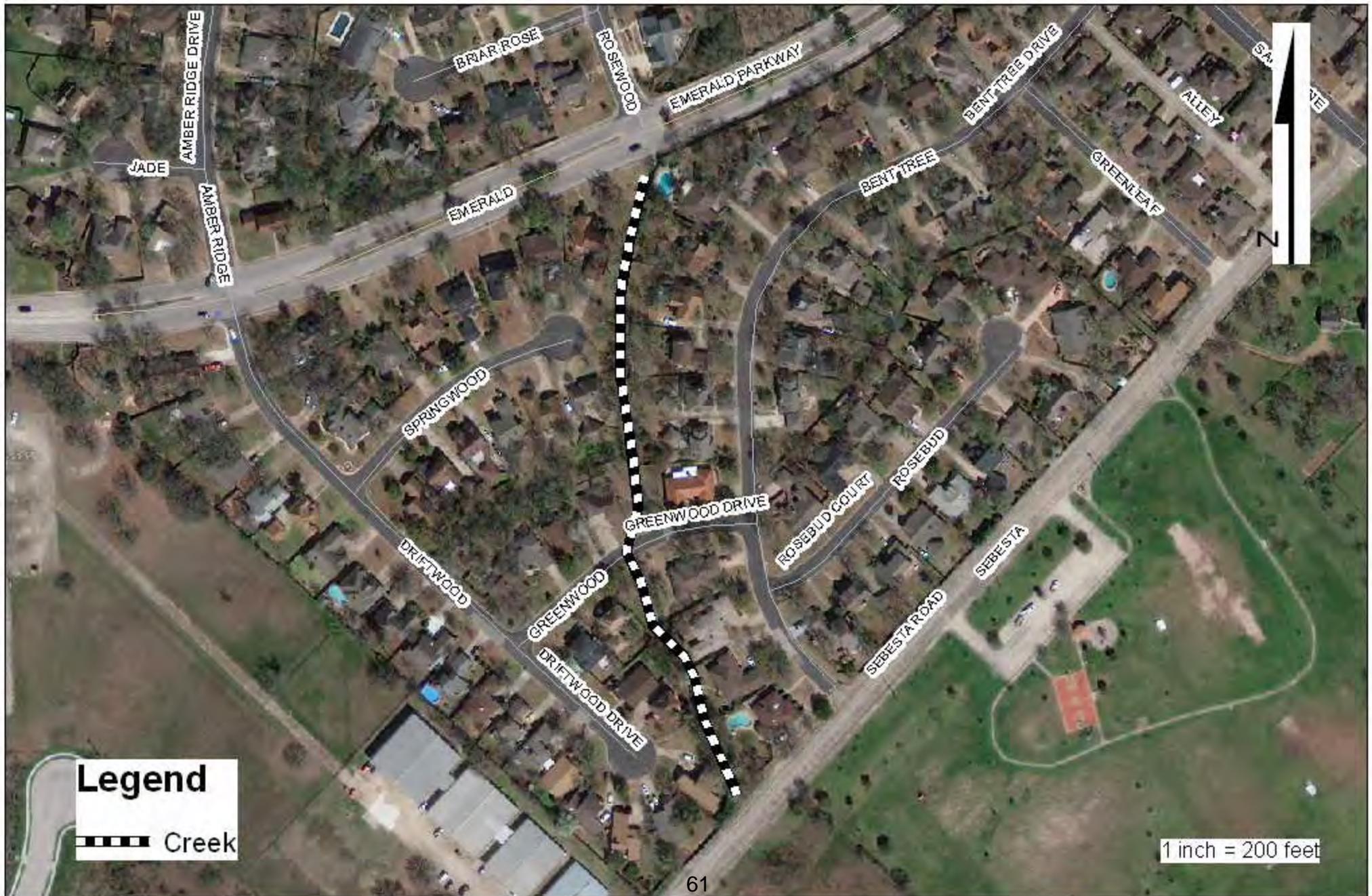
City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #12-013
"Emerald Forest Creek Improvements"
Open Date: Tuesday, November 1, 2011 @ 2:00 p.m.

A. ALLOWANCES				FOLLIS COLE		ENVIRONMENTAL		LARRY YOUNG PAVING,		VOX CONSTRUCTION,		BRAZOS PAVING	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE								
BASE BID													
1	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$25,934.00	\$25,934.00	\$18,000.00	\$18,000.00
2	1	LS	Material Staging, Security Fencing, and Restoration	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00	\$912.00	\$912.00	\$5,000.00	\$5,000.00
3	1	LS	Traffic Control	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,650.00	\$2,650.00	\$14,000.00	\$14,000.00
TOTAL SECTION A ALLOWANCES				\$20,800.00		\$31,000.00		\$17,500.00		\$29,496.00		\$37,000.00	
B. DEMOLITION ITEMS													
4	1	AC	Clearing and Grubbing	\$8,600.00	\$4,730.00	\$40,000.00	\$22,000.00	\$18,000.00	\$9,900.00	\$88,663.63	\$48,765.00	\$55,000.00	\$30,250.00
5	17	SY	Remove Existing Concrete	\$205.00	\$3,485.00	\$50.00	\$850.00	\$40.00	\$680.00	\$59.23	\$1,006.91	\$100.00	\$1,700.00
6	280	LF	Remove Existing Wall	\$46.00	\$12,880.00	\$15.00	\$4,200.00	\$20.00	\$5,600.00	\$37.10	\$10,388.00	\$30.00	\$8,400.00
7	110	LF	Relocate Existing Wrought Iron Fence	\$46.00	\$5,060.00	\$35.00	\$3,850.00	\$30.00	\$3,300.00	\$36.62	\$4,028.20	\$25.00	\$2,750.00
TOTAL SECTION B - DEMOLITION ITEMS				\$26,155.00		\$30,900.00		\$19,480.00		\$64,188.11		\$43,100.00	
C. GRADING ITEMS													
8	1	LS	Drainage Channel Enbankment	\$36,448.00	\$36,448.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$7,952.00	\$7,952.00	\$5,000.00	\$5,000.00
9	1	LS	Drainage Channel Excavation Haul Off	\$15,200.00	\$15,200.00	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00	\$23,543.00	\$23,543.00	\$35,000.00	\$35,000.00
TOTAL SECTION C - GRADING ITEMS				\$51,648.00		\$21,500.00		\$24,000.00		\$31,495.00		\$40,000.00	
D. CHANNEL CONSTRUCTION ITEMS													
10	240	CY	Gabion Basket Retaining Walls	\$65.00	\$15,600.00	\$290.00	\$69,600.00	\$400.00	\$96,000.00	\$312.33	\$74,959.20	\$778.00	\$186,720.00
11	40	CY	1' Gabion Basket Mattress Design	\$65.00	\$2,600.00	\$315.00	\$12,600.00	\$350.00	\$14,000.00	\$312.45	\$12,498.00	\$777.00	\$31,080.00
12	2	EA	Connect to Existing Timber Wall	\$5,600.00	\$11,200.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$191.00	\$382.00	\$2,750.00	\$5,500.00
13	3.5	SY	6" Concrete Flume	\$8,285.00	\$28,997.50	\$500.00	\$1,750.00	\$100.00	\$350.00	\$685.71	\$2,399.99	\$500.00	\$1,750.00
14	82	LF	Orange Plastic Construction Fence	\$4.87	\$399.34	\$7.00	\$574.00	\$7.00	\$574.00	\$1.59	\$130.38	\$7.00	\$574.00
15	125	LF	Rice Waddle	\$6.40	\$800.00	\$15.00	\$1,875.00	\$45.00	\$5,625.00	\$6.89	\$861.25	\$10.00	\$1,250.00
16	60	LF	Rock Check Dam	\$35.00	\$2,100.00	\$50.00	\$3,000.00	\$65.00	\$3,900.00	\$31.80	\$1,908.00	\$35.00	\$2,100.00
17	0.55	AC	Hydromulch Disturbed Areas	\$4,727.00	\$2,599.85	\$7,500.00	\$4,125.00	\$2,000.00	\$1,100.00	\$2,540.00	\$1,397.00	\$2,000.00	\$1,100.00
TOTAL SECTION D - STORM DRAIN CONSTRUCTION ITEMS				\$64,296.69		\$96,524.00		\$122,549.00		\$94,535.82		\$230,074.00	
BID TOTAL				\$162,899.69		\$179,924.00		\$183,529.00		\$219,714.92		\$350,174.00	
Certification of Bid				✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓	

Emerald Forest Drainage Improvements Project Location Map



December 8, 2011
Consent Agenda Item No. 2h
Plantation Oaks Waterline Design Contract
Work Order No. WF 1433732

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to approve the professional services contract (Design Contract 12-008) with Bleyl and Associates in the amount of \$95,749.80, for the design of the Plantation Oaks Waterline (WF1433732).

Relationship to Strategic Goals: Core Services and Infrastructure – Meet or exceed all State or Federal Standards. Plan for and invest in infrastructure, facilities, services, personnel, and equipment necessary to meet projected needs and opportunities.

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

Summary: The waterline along State Highway 30 between Munson Avenue and Scarlett O'Hara Drive is over 50 years old, and has reached the end of its service life. The existing pipe material is ductile iron and has been degrading due to cathodic corrosion from adjacent utilities. This project is for the replacement of the existing line with a PVC waterline which is a corrosion resistant material, and decrease the maintenance currently associated with the old fragile waterline.

This project has some challenges due to the number of existing utilities near the existing waterline inside the TxDOT right-of-way. A significant amount of coordination with existing utility providers is anticipated to ensure there are no interruptions in service to the surrounding residents and businesses.

The existing driveways, landscaping and irrigation, and drainage infrastructure located in this area also present a significant challenge. We also anticipate the need for coordination with these residents to determine the best time for temporary water outages to allow the service connections to be transferred to the new line.

Budget & Financial Summary: Funds in the amount of \$240,318.00 are budgeted in the Water Capital Projects Fund. Funds in the amount of \$231.81 have been expended to date leaving \$240,086.19 for this contract and future expenses.

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 PLANTATION OAKS WATERLINE PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering; and

WHEREAS, the selection of Bleyl and Associates is being recommended as the most highly qualified provider of the engineering 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 Bleyl and Associates is the most highly qualified provider of the services for the Plantation Oaks Waterline Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Bleyl and Associates for an amount not to exceed \$95,138.00 for the engineering services related to the Plantation Oaks Waterline Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Projects Fund in the amount of \$95,138.00.

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

ADOPTED this _____ day of _____, 2011.

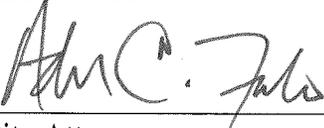
ATTEST:

APPROVED:

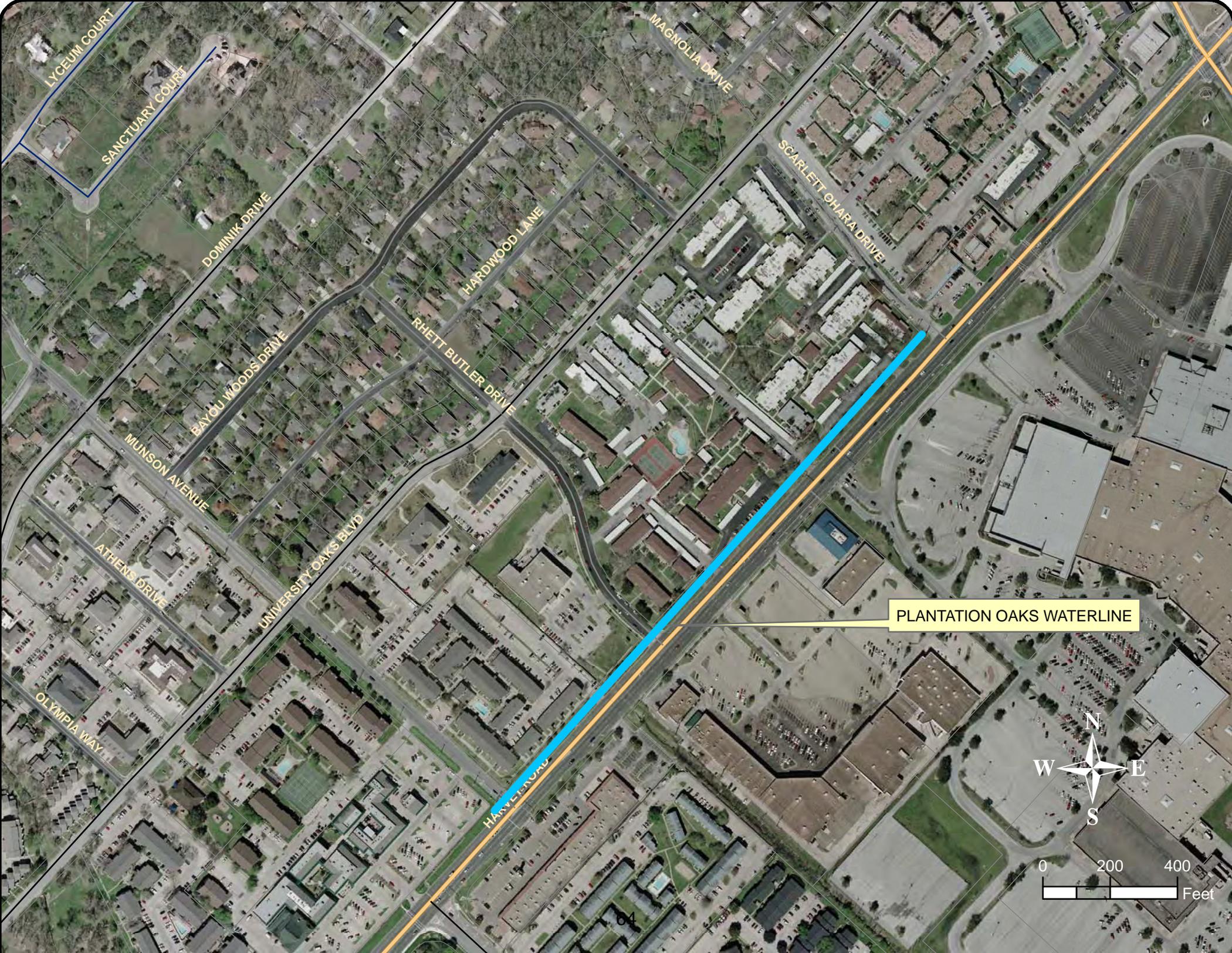
City Secretary

MAYOR

APPROVED:



City Attorney



LYCEUM COURT

SANCTUARY COURT

DOMINIK DRIVE

BAYOU WOODS DRIVE

MUNSON AVENUE

ATHENS DRIVE

OLYMPIA WAY

UNIVERSITY OAKS BLVD

HARDWOOD LANE

RHETT BUTLER DRIVE

HARVEY LINDORF

MAGNOLIA DRIVE

SCARLETT O'HARA DRIVE

PLANTATION OAKS WATERLINE



0 200 400 Feet

**December 8, 2011
Consent Agenda Item No. 2i
Stephen C. Beachy Central Park Improvements
Construction Contract
Project Number PK 1001**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to approve the construction contract (Contract 12-030) with Dudley Construction in the amount of \$712,656.42, for the construction of the Stephen C. Beachy Central Park Improvements project (PK 1001) which includes the replacement of the existing concessions facility at the softball fields.

Relationship to Strategic Goals: Diverse Growing Economy - Diversified economy generating quality, stable full-time jobs bolstering the sales and property tax base and contributing to a high quality of life.

Recommendation(s): Staff recommends approval of the construction contract.

Summary: This project is for the Stephen C. Beachy Central Park Improvements was included as a project in the 2008 Bond Election. These improvements include the replacement of the existing concessions and restroom facility located at the softball fields in Central Park. The existing building, which has reached the end of its service life, currently has drainage issues and water leaks inside the facility. The new building will provide the same function as the existing building, and will also help the city to attract softball tournaments to the City of College Station.

Competitive Sealed Proposals were utilized as the delivery method for this project in order to seek the best value for the City of College Station. In addition to the cost of construction, staff reviewed and evaluated the contractor's experience, safety record, and financial stability. Out of seven proposals that were received, staff found that Dudley Construction offered the best value to the City of College Station for the Central Park Improvements Project.

Budget & Financial Summary: This project is funded from the 2008 Bond Authorization in the amount of \$930,000.00. Funds in the amount of \$154,513.32 have been expended or committed to date, leaving a balance of \$775,486.68 for this contract and future expenses.

Attachments:

- 1.) Resolution
- 2.) Bid Tab
- 3.) Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE STEPHEN C. BEACHY CENTRAL PARK IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited competitive sealed proposals for the construction phase of the Stephen C. Beachy Central Park Improvements Project; and

WHEREAS, the selection of Dudley Construction is being recommended as the offeror that offers the best value and is the highest-ranked offeror for the construction services related to the Stephen C. Beachy Central Park Improvements Project; 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 Dudley Construction is the offeror that offers the best value and is the highest-ranked offeror for the construction services related to the Stephen C. Beachy Central Park Improvements Project.

PART 2: That the City Council hereby approves the contract with Dudley Construction for \$712,656.42 for the labor, materials and equipment required including Alternate 1 and Alternate 5 for the improvements related to the Stephen C. Beachy Central Park Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Parks and Recreation Capital Projects Fund, in the amount of \$712,656.42.

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

ADOPTED this 8th day of December, A.D. 2012.

ATTEST:

APPROVED:

City Secretary
APPROVED:

MAYOR

Carla A. Robinson

City Attorney



City of College Station - Purchasing Division
RFP Tabulation for #12-012
"Stephen C. Beachy Central Park Improvements"
Open Date: Wednesday, October 26, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction Ltd. (College Station, TX)		Follis-Cole Construction, LLC (Franklin, TX)		Tri-Point Construction (Kingwood, TX)		Vox Construction, LLC (Bryan, TX)		Don Jackson Construction, Inc. (Riesel, TX)		JaCody, Inc. (College Station, TX)		Bryan Construction Co. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PUBLIC WATER LINE IMPROVEMENTS																	
1	1	LS	General Overhead for all Work Including Mobilization, Bonds, Insurance and Related Items	\$77,000.00	\$77,000.00	\$26,000.00	\$26,000.00	\$3,000.00	\$3,000.00	\$22,865.00	\$22,865.00	\$450.00	\$450.00	\$24,650.00	\$24,650.00	\$35,000.00	\$35,000.00
2	304	LF	6" Water Line, AWWA C900 Class 200 PVC with Detector Tape and Tracer Wire in Trench (48" Min. Cover).	\$15.67	\$4,763.68	\$57.04	\$17,340.16		\$0.00	\$26.75	\$8,132.00	\$25.00	\$7,600.00	\$25.00	\$7,600.00	\$26.32	\$8,001.28
3	100	LF	6" Water Line, AWWA C900 Class 200 PVC by Bore with Detector Tape and Tracer Wire.	\$65.61	\$6,561.00	\$57.04	\$5,704.00		\$0.00	\$64.20	\$6,420.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$64.00	\$6,400.00
4	2	EA	6"X6" DI Tee.	\$362.36	\$724.72	\$100.00	\$200.00		\$0.00	\$428.00	\$856.00	\$400.00	\$800.00	\$400.00	\$800.00	\$450.00	\$900.00
5	1	EA	6" Isolation Gate Valve with AMPRO use, LL526 Lockable Lid or Equivalent Approved by City.	\$868.02	\$868.02	\$450.00	\$450.00		\$0.00	\$856.00	\$856.00	\$800.00	\$800.00	\$800.00	\$800.00	\$900.00	\$900.00
6	1	EA	Tie into Existing Waterline.	\$1,692.00	\$1,692.00	\$2,500.00	\$2,500.00		\$0.00	\$856.00	\$856.00	\$800.00	\$800.00	\$800.00	\$800.00	\$900.00	\$900.00
7	2	EA	Fire Hydrant Assembly	\$3,445.00	\$6,890.00	\$3,600.00	\$7,200.00		\$0.00	\$3,424.00	\$6,848.00	\$3,200.00	\$6,400.00	\$3,200.00	\$6,400.00	\$3,500.00	\$7,000.00
8	2200	SF	Block Sod Disturbed Areas in grass with common Bermuda.	\$0.35	\$770.00	\$120.00	\$264,000.00		\$0.00	\$2.25	\$4,950.00	\$2.00	\$4,400.00	\$0.35	\$770.00	\$2.20	\$4,840.00
9	1	LS	Infield Gravel/Clay Mixture.	\$1,637.00	\$1,637.00	\$500.00	\$500.00	\$200.00	\$200.00	\$321.00	\$321.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$0.00	\$0.00
SUBTOTAL (ITEMS 1-9)				\$100,906.42		\$323,894.16		\$3,200.00		\$52,104.00		\$28,250.00		\$48,420.00		\$63,941.28	
GENERAL CONSTRUCTION																	
10	1	LS	SCB Central Park Improvements complete in place, in full accordance with the technical specifications and as shown on the construction drawings, and including addendums, but excluding Base Bid items 1 through 9 for Public Waterline Improvements.	\$606,250.00	\$606,250.00	\$718,874.00	\$718,874.00	\$756,913.00	\$756,913.00	\$751,302.12	\$751,302.12	\$801,528.00	\$801,528.00	\$786,233.00	\$786,233.00	\$796,100.00	\$796,100.00
TOTAL BASE BID (ITEMS 1-10)				\$707,156.42		\$1,042,768.16		\$760,113.00		\$803,406.12		\$829,778.00		\$834,653.00		\$860,041.28	
ADD/DEDUCT ITEMS																	
A.1	1	LS	(Limestone Veneer); See Spec Section 012300.	\$2,300.00	\$2,300.00	\$1,250.00	\$1,250.00	\$8,500.00	\$8,500.00	\$16,050.00	\$16,050.00	\$1,750.00	\$1,750.00	\$2,288.00	\$2,288.00	\$2,300.00	\$2,300.00
A.2	1	LS	(Building Foundation); See Spec Section 012300.	\$21,000.00	\$21,000.00	\$40,050.00	\$40,050.00	\$17,388.00	\$17,388.00	\$15,381.00	\$15,381.00	\$13,300.00	\$13,300.00	\$8,784.00	\$8,784.00	\$6,900.00	\$6,900.00
A.3	1	LS	(Wood Screen Fence); See Spec Section 012300.	-\$8,700.00	-\$8,700.00	\$750.00	\$750.00	-\$2,445.00	-\$2,445.00	-\$5,700.00	-\$5,700.00	-\$9,550.00	-\$9,550.00	-\$8,000.00	-\$8,000.00	-\$2,300.00	-\$2,300.00
A.4	1	LS	(Asphalt Shingle Roofing); See Spec Section 012300.	-\$12,275.00	-\$12,275.00	\$18,162.00	\$18,162.00	-\$5,905.00	-\$5,905.00	-\$12,305.00	-\$12,305.00	-\$9,200.00	-\$9,200.00	-\$9,000.00	-\$9,000.00	-\$7,100.00	-\$7,100.00
A.5	500	LF	(Fiber Optic PVC Conduit); See Spec Section 012300.	\$6.40	\$3,200.00	\$48.00	\$24,000.00	\$0.00	\$0.00	\$10.61	\$5,305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ALTERNATES				\$5,525.00		\$84,212.00		\$17,538.00		\$18,731.00		-\$3,700.00		-\$5,928.00		-\$200.00	
BASE BID PLUS ALL ALTERNATES				\$712,681.42		\$1,126,980.16		\$777,651.00		\$822,137.12		\$826,078.00		\$828,725.00		\$859,841.28	
Certification of Bid				✓		✓		✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓		✓		✓	

NOTES:

Follis-Cole

»Bidder miscalculated the totals for Bid Item 8, Subtotal, Total Base Bid, Alternate 5 and Total Alternates. The highlighted totals above are correct and are based on the bidder's unit prices. If there are discrepancies between the unit price and extension, the unit price will prevail.

Tri-Point Construction

»Bidder did not enter unit pricing for Bid Items 2 - 8 and Alternate 5. If there are discrepancies between the unit price and extension, the unit price will prevail. This bid cannot be accurately calculated and therefore, is considered non-responsive.

Vox Construction

»Bidder miscalculated the totals for Bid Item 8, Subtotal and Total Base Bid. If there are discrepancies between the unit price and extension, the unit price will prevail.
»Bidder did not submit all proposal forms that must be included in order to fully evaluate and rank the proposal. Therefore, their proposal is considered non-responsive.

Don Jackson Construction, Inc.

»Bidder did not enter unit pricing for Alternate 5. If there are discrepancies between the unit price and extension, the unit price will prevail.

JaCody, Inc.

»Bidder did not enter unit pricing for Alternate 5. If there are discrepancies between the unit price and extension, the unit price will prevail.

Bryan Construction

»Bidder miscalculated the totals for Bid Items 2 and 8, Subtotal and Total Base Bid. The highlighted totals above are correct and are based on the bidder's unit prices. If there are discrepancies between the unit price and extension, the unit price will prevail.
»Bidder did not enter unit pricing for Alternate 5. If there are discrepancies between the unit price and extension, the unit price will prevail.



Central Park Improvements
Proposed Building

STEPHEN C. BEACHY
CENTRAL PARK



**December 8, 2011
Consent Agenda Item No. 2j
Renewal Agreement for Gasoline and Diesel Fuel**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #10-054) with Brenco Marketing Corporation for one year; and authorize the annual estimated expenditures of \$1,552,000.00.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

Recommendation(s): Staff recommends approval of the renewal of the contract and authorize estimated annual expenditures totaling \$1,552,000.00 to Brenco Marketing Corporation. The contract has firm fixed prices for profit and delivery, allowing the City to pay cost (which fluctuates) plus markup. The terms and conditions of the original agreement remain unchanged for the renewal term. The annual estimated expenditures are based on the anticipated annual fuel usage and the average price per gallon over the past year for gasoline and diesel.

Summary: Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including: City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. Four (4) sealed bids were received and opened on July 20, 2009. Brenco Marketing Corporation's bid offered the best value meeting specifications.

This renewal agreement will allow the City to renew the agreement for a term of one year, December 20, 2011 through December 19, 2012. This is the second of four possible renewal terms available. Fuel is placed in inventory and is available at two (2) locations: Public Works Fleet Operations and Public Utilities Warehouse.

Budget & Financial Summary: Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

Attachments: Renewal Letter Acceptance

RENEWAL ACCEPTANCE 2

By signing herewith, I acknowledge and agree to renew contract #10-054, an annual price contract for diesel fuel and gasoline for the amount of \$1,552,000.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning December 20, 2011 through December 19, 2012.

BRENCO MARKETING CORP.

Donald H. Brouch
AUTHORIZED REPRESENTATIVE

11-1-11
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Alan C. Falco
City Attorney

11-16-11
DATE

Executive Director Business Services

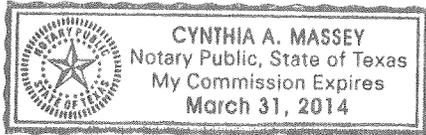
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 1ST day of NOVEMBER, 2011,
by DONALD H. BROACH in his/~~her~~ capacity as PRESIDENT of
BRENCO Marketing Corp, a TEXAS Corporation, on behalf of said corporation.



Cynthia A. Massey
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by _____, in her 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

December 8, 2011
 Consent Agenda Item No. 2k
 Electronic Credit Card Processing and Merchant Account Services

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion regarding a Service Contract with Payment Processing Inc. for Electronic Credit Card Processing and Merchant Account Services for an initial three (3) year term with estimated banking fees and service charges not to exceed \$750,000 annually; and authorization for the City Manager to approve related Billing Schedules as needed from time to time.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

Recommendation(s): Staff recommends approval of the contract for an initial term of three (3) years with two (2) additional one (1) year renewal options; and staff recommends Council delegate authority to the City Manager to approve Billing Schedules as needed.

Summary: In May 2002, Utility Customer Service began accepting credit cards for utility payments. Since that time, Council has approved Municipal Court, Police, Parks, Accounting, and Planning & Development to accept credit card payments. We accept Visa, Mastercard and Discover. The City receives a special (lower) interchange rate for municipal utilities. The City absorbs the banking and service fees related to accepting credit cards except in Municipal Court. In February 2011, we began charging a convenience fee at Court for fines and fees paid using a credit or debit card. Approximately \$35,775 has been collected in Court as a convenience fee since February 2011. Billing schedules are subject to change based on volume. And a new billing schedule is required to be approved each time a new merchant account/location is added. Street meters in Northgate is expected to be added in the near future. Staff is requesting that the City Manager be authorized to approve billing schedules as needed from time to time during the term of the agreement.

Our current contract with PPI was for an initial three (3) year term not to exceed \$1,000,000 annually. This contract ended June 12, 2011. In June 2011, Council approved month-to-month renewal(s) until Staff could develop, issue, and negotiate a new contract for credit card processing services. New negotiated service rates combined with lower banking interchange rates will save the City approximately \$143,000 annually in processing fees.

Budget & Financial Summary: Banking and services fees for accepting credit cards are charged to each department that accepts Visa, Mastercard and Discover. Following is the gross receipts by credit card and corresponding fees by department for FY 11 and estimated fees for FY 12:

	<u>FY'11 Gross Receipts</u>	<u>FY'11 Fees</u>	<u>Estimated FY'12 Fees</u>	<u>Estimated Savings</u>
Utility Customer Service	\$39,971,335	\$494,991	\$400,438	\$ 94,553
Municipal Court	3,052,280	44,454	24,313	20,141
Parks	823,553	16,123	11,223	4,900
Accounting*	799,083	17,165	2,609	14,556
Northgate (garage)	350,481	13,002	13,294	(292)
Planning/Development	357,429	8,748	5,739	3,009
Northgate (parking lot meters)	261,881	36,229	31,202	5,027
Police	222,786	3,161	2,095	1,066
Lic/Rental Reg	<u>5,280</u>	<u>210</u>	<u>146</u>	<u>64</u>
TOTALS	\$45,844,108	\$634,083	\$491,059	\$143,024

*We discontinued allowing Hotel/Motel taxes to be paid by credit card in May 2011.

Attachments: Service Contract available in City Secretary's Office

December 8, 2011
City Council Consent Agenda Item No. 2L
2012 Council Meeting Calendar

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding adoption of the 2012 Annual Council Calendar.

Summary: The schedule lists the 2nd and 4th Thursdays for 2012 Council Meeting dates. Should there be a conflict; alternate dates will be provided for the City Council to choose from due to schedule conflicts.

This schedule is provided to the public on the City's website.

Attachments:

- 2012 Council Meeting and Holiday Calendar

2012 COUNCIL CALENDAR

- 1 New Year's Day
- 2 City Offices Closed
- 12 Regular Meeting
- 16 M.L. King Jr. Day (City offices closed)
- 26 Regular Meeting
- 26-27 Texas City Mgt Assoc. I

JANUARY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 4 Independence Day (City offices closed)
- 12 Regular Meeting
- 26 Regular Meeting

- 9 Regular Meeting
- 23 Regular Meeting
- 17-19 TML Elected Officials

FEBRUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

AUGUST						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 9 Regular Meeting
- 23 Regular Meeting

- 8 Regular Meeting
- 12-16 NLC-Washington, DC
- 22 Regular Meeting
- 22-23 Texas City Mgt Assoc. II

MARCH						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 3 Labor Day (City Offices Closed)
- 13 Regular Meeting
- 20 Regular Meeting

- 12 Regular Meeting
- 6 Good Friday (City Offices Closed)
- 26 Regular Meeting

APRIL						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 7-10 ICMA Annual Conference
- 11 Regular Meeting
- 25 Regular Meeting

- 9-12 Chamber Washington
- 10 Regular Meeting
- 24 Regular Meeting
- 28 Memorial Day (City offices closed)

MAY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 8 Regular Meeting
- 12 Veteran's Day
- 13-16 TML Annual Conf.
- 19 Regular Meeting
- 22-23 Thanksgiving (City Offices closed)
- 27-1 NLC Conference

- 7-10 TX City Mgt Assoc Annual
- 14 Regular Meeting
- 28 Regular Meeting

JUNE						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 1 NLC Conference
- 13 Regular Meeting
- 24-25 Christmas (City Offices Closed)

December 8, 2011
Consent Agenda Item No. 2m
Annual price agreement for the purchase of fire protective equipment.

To: David Neeley, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding an annual price agreement with Daco Fire Equipment, in the amount of \$74,175.93 for personal fire protective equipment.

Strategic Initiative: Core Services and Infrastructure – Maintain and rehabilitate equipment.

Recommendation(s): Staff recommends approval of this contract.

Summary: Purchases will be made from Daco Fire through Buyboard Contract #363-10. Each product and service on the Buyboard has been carefully and competitively bid and awarded based on Texas Statutes by the Local Government Purchasing Cooperative. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties. This is for personal protective equipment for 18 new firefighters and for any personal protective equipment that has reached the maximum service life or does not successfully pass the advanced inspection process as required by the Texas Commission on Fire Protection.

Budget & Financial Summary: Funds are budgeted for 25 replacement gear sets in the FY12 annual budget in accounts 001-4251-562-2550 and 001-4253-568-2550. Funds for 18 sets of gear were included in the Service Level adjustment for FY12 to staff fire station 6 with firefighters.

Attachments:

Daco Fire Personal Protective Equipment Quote



DACO FIRE EQUIPMENT

201 AVE R
 PO BOX 5006
 LUBBOCK, TX 79408
 Phone # Fax #
 806-763-0808 806-763-9151

Estimate

Date	Estimate #
11/11/2011	608

Name / Address
COLLEGE STATION FIRE DEPARTMENT

Ship To

Terms	Rep	FOB
Net 30	GD	

Item	Description	Qty	Rate	Total
LIOCLTM-32	LIBERTY COAT, 32"	43	1,023.00372	43,989.16T
LIOPLBM	LIBERTY PANT	43	702.01791	30,186.77T
PER TECHNICAL SPECS DATED 9-26-11 WITH THE ADDITIONS/CHANGES DATED 10-18-11 ABOVE PRICE INCLUDES SUSPENDERS AND FREIGHT. BUY BOARD CONTRACT# 363-10				

Subtotal			\$74,175.93
Sales Tax (0.0%)			\$0.00
Total			\$74,175.93

**December 8, 2011
Consent Agenda Item No. 2n
2012 Health Plan Stop Loss Renewal
January 1, 2012 – December 31, 2012**

To: David Neeley, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion on approving the Stop Loss reinsurance for the City's self-funded health plan with Blue Cross and Blue Shield of Texas (BCBS) for the period of January 1, 2012 through December 31, 2012. The estimated annual premiums are \$552,888.

Recommendation(s): Staff recommends approval of 2012 Stop Loss renewal.

Summary: Stop loss coverage is an insurance policy that protects the City from specific large medical or prescription drug claims and/or from an aggregate amount of overall high claims.

An RFP was sent out for stop loss coverage and BCBS was the only carrier to provide a proposal. With an adjustment to the deductible, the premiums will increase approximately 12% for 2012. Without the deductible adjustment, the renewal would increase by 40%. The 2012 plan year projected costs are based on a monthly average of 840 employees, retirees and COBRA participants on the plan.

The renewal document is available for review in the City Secretary's Office.

Budget and Financial Summary: Funds are available and budgeted in the employee benefits fund.

Attachments: N/A

**December 8, 2011
Regular Agenda Item No. 2o
2012 Health Plan Claims Expenditures
January 1, 2012 – December 31, 2012**

To: David Neeley, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion on approving projected claim expenditures for the period of January 1, 2012 through December 31, 2012. The projected amount for claims is \$7,008,750.

Recommendation(s): Staff recommends approval of 2012 projected health plan claim expenditures.

Summary: The City's health plan includes:

- § Blue Cross and Blue Shield - Medical/Dental/Prescription/Stop Loss Coverage;
- § Minnesota Life – Basic Life Insurance and Accidental death and dismemberment;
- § Deer Oaks - Employee Assistance Program;
- § Daily Access - Flexible Spending Account Administration; and

The 2012 plan year projected costs are based on a monthly average of 840 employees, retirees and COBRA participants on the plan. This represents a cost to the City of approximately \$807 per employee per month, or \$9684 per employee per year. Claims projections include a 9% increase over 2011, which trends with the national average.

The administration service fees to Blue Cross and Blue Shield in the amount of \$425,981 were approved on November 21, 2011.

The Stop Loss reinsurance services with Blue Cross and Blue Shield are on a separate consent agenda item.

Budget and Financial Summary: Funds are available and budgeted in the employee benefits fund.

Attachments:

1. 2012 Cost Projections

Executive Summary

Projected Program Costs for Claims and Administrative Fees 01-01-2012 to 12-31-2012

Average Monthly Employees on Health Plan

840

<u>Administration</u>	<u>PEPM*</u>		<u>Annual Expense</u>
Medical (including wellness)	\$38.54	\$	388,483
Dental	\$3.72	\$	37,498
Pharmacy	\$0.00	\$	-
EAP	\$1.35	\$	13,608
Specific Stop Loss	\$49.48	\$	498,758
Aggregate Stop Loss	\$5.37	\$	54,130
Basic Life Insurance	rate = .009% payroll volume	\$	85,544
Basic AD&D	rate = .003% payroll volume	\$	28,515
Flexible Spending Acct**	\$ 5.50	\$	19,800
Other Admin		\$	100
Total Fixed Costs	\$111.75	\$	1,126,436

<u>Claims</u>	<u>PEPM*</u>		<u>Annual Expense</u>
Medical	\$515.68		\$5,198,034.00
Dental	\$47.91		\$482,891.00
Pharmacy (Opt 1 & 2)	\$131.73		\$1,327,825.00
Total Claims	\$695.31		\$7,008,750.00
Total Projected Cost	\$807.06		\$8,135,185.80

*Per Employee Per Month

**Based on a projected 300 employees participating

December 8, 2011
Consent Agenda Item No. 2p
Third Party Administrator Services for Fiscal Year 2012

To: David Neeley, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion regarding contract renewal for Third-Party Claims Administration with A S & G Claims Administration Inc., for an annual expenditure of \$52,000.

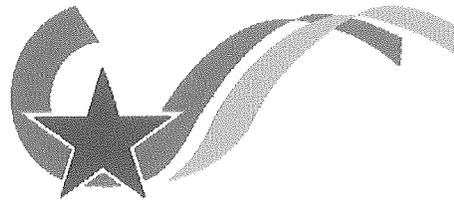
Relationship to Strategic Goals: Goal I.1 Spending taxpayer money efficiently.

Recommendation(s): In September 2008, Abercrombie Simmons & Gillette, Inc. was selected from a group of ten proposals for the Third-Party Claims Administration. The approved contract provided for four (4) one-year renewals. Staff recommends renewal of this contract with A S & G Claims Administrators, Inc., for the City's Third-Party Claims Administration, and authorization to pay up to \$525,000 for anticipated Worker's Compensation and Liability claims.

Summary: The City of College Station is self-insured, which requires claims adjustment services on all worker's compensation claims and significant liability claims. A S & G Claims Administrators, Inc. has provided excellent customer service while continuing to assist the City in reducing claims administration costs. This is the third renewal option and is effective October 1, 2011 through September 30, 2012.

Budget & Financial Summary: Funds are available in the Property/Casualty Fund and the Worker's Compensation Fund of the FY12 budget to pay this premium and to pay anticipated claims.

Attachments: Contract Renewal for Third-Party Claims Administration is available in the City Secretary's Office.



CITY OF COLLEGE STATION
Home of Texas A&M University[®]

1101 Texas Ave * College Station, TX 77842 * (979) 764-3552
PO Box 9960
www.cstx.gov

November 8, 2011

Abercrombie, Simmons & Gillette, Inc.
ATTN: Wanda Browning
5300 Hollister, Ste. 400
Houston, TX 77040

RE: Renewal--RFP No. 08-87; Contract No. 08-290
Third Party Administrator Services-3rd year Renewal

Dear Ms. Browning:

The City of College Station appreciates the services provided by Abercrombie, Simmons & Gillette, Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of October 1, 2011 through September 30, 2012 under the same terms and conditions.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it as soon as possible. We will then issue your company a new purchase order effective October 1, 2011 through September 30, 2012.

Should you have any questions, please call me at (979) 764-3552.

Sincerely,

Brandi Whittenton
Assistant Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew RFP No. 08-87; Contract No. 08-290, for Third Party Claims Administration in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$52,000.00.

I understand this renewal term will be for the period beginning October 1, 2011 through September 30, 2012. This is the third renewal term.

ABERCROMBIE, SIMMONS & GILLETTE, INC.

Wanda Browning
Wanda Browning

11-15-2011
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

U. Valadanto
City Attorney

DATE

Chief Financial Officer

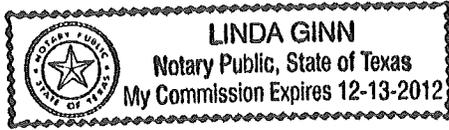
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF HARRIS

This instrument was acknowledged on the 15th day of November, 2011,
by Wanda Browning in his/her capacity as Executive Vice President of
A&B Claims, a TEXAS Corporation, on behalf of said corporation.



Linda S. Ginn
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
By _____, in his/her 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

**December 8, 2011
Consent Agenda Item No. 2q
Proposed National Junior College
Football Bowl Game**

To: David Neeley, City Manager

From: Frank Simpson, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a proposal to bring an annual National Junior College Athletic Association Football Bowl Game to Bryan-College Station.

Relationship to Strategic Goals: III. Diverse Growing Economy

Recommendation: Staff recommends that Council commit to authorizing the expenditure of \$25,000 from Hotel Occupancy Tax funds in the event that the community is awarded a National Junior College Football Bowl Game.

Summary: In August 2011, Blinn College began working with the Bryan-College Station Convention and Visitors Bureau on a proposal to bring an annual national junior college football bowl game to the community beginning in December of 2012. Since that initial meeting, the group has met with Texas A&M officials to garner support and approval to use Kyle Field, and have been working to put together anticipated attendance numbers, budget, etc. Blinn College and the CVB are confident about their progress, and quite excited about the *Brazos Valley Bowl presented by Blinn College* being an outstanding December event each year for our community. It is anticipated that the bowl game will bring visitors into the community increasing hotel stays and bringing patrons to restaurants and businesses in a month that typically has fewer visitors.

A commitment of \$25,000 of City Hotel Occupancy Tax funds is being requested as part of the proposal to be submitted by Blinn Junior College for this community to host a 2012 junior college bowl game. If Blinn is not successful in being awarded the game or it doesn't actually take place, then the City will not be obligated to fund the \$25,000.

Budget & Financial Summary:

An economic impact analysis for a community event is never an exact calculation. If three analyses were done by three different individuals, all would most likely yield different results. The type of economic impact analyses for community events supported by "experts" (such as John L. Crompton or Seokho Lee, both of Texas A& M University) measure return to those in the community rather than focusing on just governmental revenues that are generated. This is most accurately done from actually surveying attendees.

Since this proposed bowl game has not taken place and where the teams will be from won't be known until very late 2012, any economic impact estimate is really just a guess. However, it is believed that at least 250 out of area visitors will attend the game and spend at least an average of \$100 over the one or two days they are here. That would at least have an economic impact return matching the HOT tax sponsorship. An analysis can be done after the bowl game to have an actual estimated economic impact.

December 8, 2011
Consent Agenda Item No. 2r
Lease Agreement with the Convention and Visitors Bureau

To: David Neeley, City Manager

From: Frank Simpson, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding the lease agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB).

Recommendation(s): Staff recommends approval of the lease agreement.

Summary: The Convention and Visitors Bureau currently leases the City-owned real property located at 715 University Drive East in the Chimney Hill Shopping Center.

The new lease agreement contains a three year term with a two year option exclusively with the CVB. In the event the City determines it is in the best interest of its citizens to use the premises for another purpose, including economic development, the City may terminate the lease by giving 180 days advance written notice to the CVB.

The CVB agrees to maintain commercial general liability insurance and will name the City as an additional insured.

Budget & Financial Summary: Under the new lease, the CVB is responsible for utilities, insurance, taxes, repairs, and a pro rata share for common area maintenance expenses. Any necessary capital expenditure will be coordinated with the City and will be paid for from the City's available funding.

Attachments:

1. Lease Agreement

**LEASE AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND
BRAZOS VALLEY CONVENTION AND VISITORS BUREAU**

This LEASE AGREEMENT is made on this the _____ day of _____, 2011, by and between the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation (hereinafter referred to as CITY), and the BRAZOS VALLEY CONVENTION AND VISITORS BUREAU, a Texas Non-Profit Corporation (hereinafter referred to as BVCVB).

The parties for and in consideration of the agreements herein set forth to be kept and performed by them respectively have agreed to and do hereby agree together as follows:

1. DEFINITIONS.

CITY means the City of College Station.

BVCVB means the Brazos Valley Convention and Visitors Bureau, its agents, employees, invitees, licensees, or visitors.

Premises means that certain property along with any and all improvements located thereon at 715 University Drive East, College Station, Brazos County, Texas, also known as Lot 2, Block 1, Chimney Hill Retail Plaza Joint Venture, City of College Station, Brazos County, Texas according to the plat thereof recorded in Volume 807, Page 543, in the Deed Records of Brazos County, Texas owned by the City and as further shown in Exhibit "A" attached hereto.

Improvements means any building or permanent structure, including but not limited to paved parking, sidewalks, landscaping, irrigation lines or fence erected or placed on the Premises. Improvements shall also include all fixtures attached or made a part of any and all buildings located on the Premises, including signs, railings, and similar items but excluding all furniture and pictures.

2. LEASED PREMISES. CITY herein leases to BVCVB the Premises under the terms and conditions as set forth in this Lease Agreement.

3. TERM. The initial term of this Lease Agreement is three years from the date of last approval by a party. This Agreement may be renewed at the CITY'S option for an additional two year term provided BVCVB notifies CITY at least 180 days in writing before this lease expires of their desire to renew.

4. TERMS FOR USE.

A. Use and Rent. CITY has the objective of enhancing its community through the promotion to outside visitors and businesses its vast resources, including entertainment, education, hotels, restaurants, conferences, businesses, special events, ceremonies, exhibits, etc. BVCVB's mission is to accomplish this through advertising, funding, promotion, incenting, advocating, partnering, coordinating and serving as a liaison to various people and entities. In order to assist BVCVB in doing this and thus fulfill such objectives and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which hereby expressly acknowledged, CITY agrees to enter into this Lease Agreement for use by BVCVB of the Premises as set forth herein.

B. Additional Rent. Excepting CITY's debt service relating to the Premises, BVCVB shall pay such additional rent as set forth herein. BVCVB assumes responsibility for and shall pay for all costs associated with the Premises directly to the appropriate vendor or provider of service as set forth in this Lease Agreement, including insurance, taxes, water and sewer charges, costs of repairs and maintenance, and all other vendors associated with its occupancy and use of the Premises. Furthermore, BVCVB shall pay to CITY its pro rata share for common area maintenance expenses.

C. Certificate of Occupancy. Unless the parties agree otherwise, BVCVB is responsible for obtaining and maintaining a certificate of occupancy for the Leased Premises if required by a governmental body.

D. Exclusivity. The Leased Premises shall be for the exclusive use and occupancy of BVCVB and only for the purposes recited above. The Leased Premises may not be used for any other purpose without the express written consent of CITY.

E. Taxes. BVCVB is currently a nonprofit organization and has no intention of becoming a for profit organization. CITY and BVCVB acknowledge the Premises are presently tax exempt CITY property but may be used for both public and private purposes and thus be subject to taxation. In such event, BVCVB expressly agrees with regard to any taxes assessed covering the term of this Lease Agreement and covering the time during which the Premises are occupied by BVCVB that BVCVB shall properly pay directly to the appropriate taxing authorities all taxes imposed upon its business operation, personal property and all matters related to its occupancy of the Premises.

(1) The term "Taxes" refers to all taxes and assessments upon the Premises impositions, levies, charges, excises, fees, licenses and other sums (whether now existing or hereafter arising, whether foreseen or unforeseen and whether under the present system of real estate taxation or some system of real estate taxation), which are levied, assessed, charged or imposed by any governmental authority or other taxing authority or that otherwise accrue on the Premises, including those that may be assessed to CITY because of BVCVB's activities or use of the Premises. The term "Taxes" also includes any assessments made pursuant to any deed restrictions or

covenants running with the land, and all penalties, interest and other charges payable by reason of any delay, failure or refusal of BVCVB to make timely payments;

(2) BVCVB assumes all liability for any and all Taxes, together with any interest, penalties or other sums imposed, and from any sale or other proceeding to enforce payment of such Taxes; and

(3) If the levy of any of the Taxes shall be deemed by BVCVB to be improper, illegal or excessive, or if BVCVB desires in good faith to contest the Taxes for any reason, BVCVB may, at BVCVB's sole cost and expense, dispute and contest the same and file all such protests or other instruments and institute or prosecute all such proceedings for the purpose of contest as BVCVB shall deem necessary or appropriate; provided, however, that BVCVB shall not permit any lien to be imposed against the Premises.

F. Utilities. In addition to any other utilities it may desire for the Premises, BVCVB specifically assumes responsibility for the utility charges enumerated herein and for any connection charges or other charges related thereto. BVCVB will pay the charges directly to the utility service provider. BVCVB agrees to use CITY's utility services for water, sewer and electric service unless same is not reasonably available. Any access or alterations to the Premises necessary for the utilities may be made only with CITY's prior consent, which CITY will not unreasonably withhold. If CITY incurs any liability for utility or connection charges for which BVCVB is responsible to pay and CITY pays such amount, BVCVB will immediately upon written notice from CITY reimburse CITY such amount. The utilities for which BVCVB shall be responsible are as follows:

1. Water
2. Sewer
3. Electric
4. Gas
5. Telephone
6. Internet
7. Cable
8. Trash
9. All other utilities

G. Accumulation of waste. BVCVB shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the main building.

H. Abandonment. BVCVB shall not, without first obtaining City's written consent, abandon the Premises or allow the Premises to become vacant or deserted unless annual funding for BVCVB from CITY is substantially reduced so that it cannot reasonably be expected to perform hereunder.

I. Compliance. BVCVB shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations of any duly constituted authorities having jurisdiction over the matters that are the subject of this Lease Agreement, including all applicable deed restrictions and covenants running with the land, and shall assume all costs and responsibility for compliance with same. BVCVB expressly understands that any obligation or requirement imposed on CITY or imposed by CITY with respect to the Premises by subsequent law or regulation is fully applicable to BVCVB and BVCVB will be responsible for such compliance costs to the extent of its use of the Premises.

J. HVAC. "HVAC" services" means heating, ventilating, and air conditioning of the Premises. BVCVB will maintain and keep in good repair the HVAC and pay for all HVAC services under this Lease Agreement.

K. Prohibited Use. BVCVB is expressly prohibited from using any or a portion of the Leased Premises for any of the following:

1. any activity which is a nuisance or is offensive, noisy, or dangerous;
2. any activity that interferes with the normal business operations of adjacent premises during normal business operations or CITY's management of the Premises;
3. any hazardous activity that would require any insurance premium on the Premises to increase or that would void any such insurance; and
4. the permanent or temporary storage of any hazardous material.

L. Suitability. CITY does not represent or warrant that the Premises conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ration requirements, and other matters that may relate to BVCVB's intended use. BVCVB must satisfy itself that the Premises may be used as BVCVB intends by independently investigating all matters related to the use of the Premises. BVCVB agrees that it is not relying on any warranty or representation made by CITY, CITY's agent, or any broker concerning the use of the Premises.

M. Signs.

1. BVCVB may not post or paint any signs or place any decoration outside the Premises or on the Premises without CITY's written consent. CITY may remove any unauthorized sign or decorations, and BVCVB will promptly reimburse CITY for its cost to remove unauthorized sign or decorations.
2. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the Premises.

CITY may temporarily remove any authorized sign to complete repairs or alterations to the Premises, however CITY agrees to give 30 days written notice to BVCVB of repairs or alterations and any intent to remove signage.

3. By providing written notice to BVCVB before this Lease Agreement ends, CITY may require BVCVB, upon move-out and at BVCVB's expense, to remove, without damage to the Premises, any or all signs that were placed on the Premises by or at the request of BVCVB. Any signs that CITY does not require BVCVB to remove and that are fixtures, become the property of the CITY and must be surrendered to CITY at the time this Lease Agreement ends.

N. Additional Rules and Regulations. BVCVB agrees to follow the Commercial Landlord's Rules and Regulations set forth in Exhibit "C" attached hereto and made a part hereof.

5. MAINTENANCE AND REPAIRS.

A. General. BVCVB agrees, at BVCVB's expense, to keep the Premises, appurtenances and improvements thereon in good repair, and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear. There is currently situated upon the Premises, an approximately 4,400 square foot building. In the event BVCVB becomes aware of a needed repair or maintenance to such building or the Premises in general, BVCVB agrees to notify City of same within three working days, unless it is an emergency in which case BVCVB agrees to notify the City immediately.

Except as otherwise set forth in this subsection A, BVCVB must make a repair for which BVCVB is responsible within a reasonable period of time after becoming aware of the repair or within a reasonable period of time after CITY provides BVCVB written notice of the needed repair, whichever comes first. If BVCVB fails to repair or maintain an item for which BVCVB is responsible within thirty (30) days after CITY provides BVCVB written notice of the needed repair or maintenance, CITY may repair or maintain the item, without liability for any damage or loss to BVCVB, and BVCVB must immediately reimburse CITY for the cost of labor and materials to repair or maintain. In the event the nature of maintenance or repair qualifies as a capital expenditure for CITY for which the CITY has available funding, CITY has the option to make such repair itself or reimburse the BVCVB out of available funds if the repair qualifies as a capital expenditure and has already been repaired by BVCVB.

B. Cleaning: BVCVB must keep the Premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. BVCVB will provide, at its expense, janitorial services to the Premises that are customary and ordinary for the property type. BVCVB will maintain any grease trap on the Property which BVCVB uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

C. Repairs and Conditions Cause by Party: Each party must promptly repair an condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

D. Repair and Maintenance Responsibility: Except as otherwise expressly provided in this Lease Agreement, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the Premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property. BVCVB is responsible for the repair and maintenance of its personal property.

BVCVB will be responsible for the following:

- (1) Foundation, exterior walls, roof, and other structural components;
- (2) Glass and windows, structural integrity, parking lots, lights;
- (3) Fire Protection Equipment;
- (4) Exterior & Overhead doors, including closure devices, molding, locks, and hardware;
- (5) Grounds maintenance, including landscaping and irrigation systems;
- (6) Interior doors, including closure devices, frames, molding, locks, and hardware;
- (7) Parking areas and walks;
- (8) Plumbing systems, drainage systems and sump pumps;
- (9) Electrical Systems, mechanical systems;
- (10) Ballast and Lamp replacement;
- (11) Heating, Ventilation and Air Conditioning (HVAC) Systems
- (12) Signs and Lighting on building
- (13) Extermination and Pest Control;
- (14) Fences and gates;
- (15) Storage Yards and Storage buildings; and
- (16) Wood-destroying insect treatment and repairs.

The City of College Station will be responsible for the following:

- (1) Signs and lighting on Pylon, Facia, Monument and Door.

E. HVAC Service Contract: Pursuant to the terms of this Agreement, BVCVB maintains the HVAC system. If BVCVB fails to maintain the HVAC system in good repair at all times during this Lease Agreement, City may do so and BVCVB will reimburse City for the expense of such maintenance.

6. ACCESS BY LANDLORD.

A. During BVCVB's normal business hours City may enter the Premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance,

alterations, and showing the Premises to prospective tenants or purchasers. CITY may access the Premises after BVCVB's normal business hours if: (1) entry is made with BVCVB's permission; or (2) entry is necessary to complete emergency repairs. CITY will not unreasonably interfere with BVCVB's business operations when accessing the Premises.

B. During the last 90 days of this Lease Agreement, CITY may place a "For Lease" or similarly worded sign in the Premises.

7. INSURANCE.

BVCVB agrees to maintain commercial general liability insurance on the Premises and the conduct of BVCVB's business, naming the CITY as an additional insured, in the amounts and in accordance with the specifications contained in Exhibit "B" attached hereto and incorporated herein by reference. BVCVB agrees to maintain insurance coverage on the contents and betterments in the Premises in an amount equal to the best replacement value estimate.

BVCVB shall deliver certificates of insurance to CITY before the commencement date of this Lease Agreement and thereafter whenever requested by CITY.

8. IMPROVEMENTS.

A. All additions, extensions, improvements, repairs and restoration, including any fixed displays or exhibits, to and of said Premises, now or hereafter made by BVCVB, and the plans, construction, and workmanship therefore, shall be in accordance with all laws, ordinances, and building rules and regulations applicable thereto, as well as all requirements of any underwriters or board of insurance rating body necessary and proper.

B. It is further agreed that any additions, extensions, alterations, improvements, repairs and restoration to and of said Premises may only be made by BVCVB after BVCVB has:

- (1) submitted a full set of plans and specifications to CITY; and
- (2) obtained the prior written consent of CITY to make the specified changes or improvements.

CITY's consent in these matters shall not be unreasonably withheld or delayed.

C. Before the performance of any such work, BVCVB shall submit to CITY such waivers of and such indemnity against any mechanics', materialmen's or other liens on account of said work as shall be reasonably satisfactory to CITY.

The material used in said work shall be of good quality, and the work shall be done in a good and workmanlike manner. BVCVB shall promptly pay all labor, material, archi-

tectural and engineering services, and superintendents employed in the performance of said work.

BVCVB shall not, in connection with said work or for any other purpose whatsoever, create or cause to be created any lien upon the Premises or upon any additions, extensions, alterations, or improvements thereto or thereon or in any way encumber the same or CITY's title thereto. BVCVB must promptly and fully pay and discharge any and all claims upon which any such lien may or could be based, and will save and hold CITY and all of the Premises free and harmless from any and all such liens and claims of liens and suits or other proceeding.

Mechanics' or materialmen's liens or other liens of any character whatsoever created or suffered by BVCVB will not to any extent, affect the interests or rights of CITY in the Premises or attach to or affect CITY's title to or rights in the Premises.

- D. If a governmental order requires alteration or modification to the Premises, the party obligated to maintain and repair the item to be modified or altered pursuant to this Lease Agreement will, at its expense, modify or alter the item in compliance with the order and with this Lease Agreement.
- E. Any physical additions, alterations or improvements to the Premises made by BVCVB will become the property of the CITY except as provided herein and except as may be expressly provided for otherwise elsewhere in this Lease Agreement. BVCVB may at any time when not in default, and upon termination of this Lease Agreement by the running of time, remove from the Premises any of BVCVB's fixtures or equipment whether or not such fixtures are fastened to the improvements located upon the Premises unless otherwise agreed upon by the parties in writing. A "fixture" for these purposes is defined as personal property, which includes any fixed or otherwise displayed or exhibited maps, artwork and similar items, and business equipment used in BVCVB's business, but not so attached or integrated into the Premises and improvements thereon as to become a part of such Premises or improvements. Regardless of the manner in which such fixtures are fastened, under no circumstances can any fixture be removed without CITY's written consent, if (1) such fixtures or equipment are used in the operation of the improvements upon the Premises, or (2) the removal would result in impairing the structural strength of the building or other improvements. BVCVB must fully repair any damage occasioned by the removal of such fixtures and leave the Premises in good, clean and neat condition subject only to ordinary wear and tear, and damage by fire or other casualty excepted.

9. CITY'S OBLIGATIONS

- A. City shall maintain the common areas in good condition. City shall make all necessary repairs to the common areas at its sole cost and expense except to the extent when a repair has been made necessary by misuse or neglect by BVCVB or BVCVB's agents, servants, visitors, or licensees in which case BVCVB assumes responsibility for the costs.

B. The CITY agrees that it will maintain and provide fire and casualty insurance for the Premises.

10. INDEMNIFICATION AND RELEASE

BVCVB agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, costs, losses, penalties, damages, causes of action, suits, and liability of every kind, including all expenses of defense and/or litigation, court costs and attorney's fees, for any claims, including personal injury to or death of any person or damage to any property, arising out of or in connection with BVCVB's lease, occupation, construction, use, repair, or policing of the Premises. This includes any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of BVCVB and CITY), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Leased Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, and (iii) violation by BVCVB of any contract or agreement to which BVCVB is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Leased Premises or any part thereof, or the ownership, occupancy, or use thereof, or (iv) any negligence or tortious act on the part of BVCVB or any of its agents, contractors, sublessees, licensees, or invitees.

Both parties hereby release and waive on behalf of themselves, and their respective directors, officers, agents, employees and assignees, and any other party who may look to CITY and/or BVCVB for reimbursement for any damage to the Leased Premises or personal property by reason of fire or the elements, regardless of cause, including negligence of CITY and/or BVCVB. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, the release does not adversely affect insurance coverage and provided that a waiver of subrogation occurs as described herein. Where such loss or damage is covered by fire and extended coverage insurance required to be carried by BVCVB under the terms of this Lease Agreement, to the full extent of payment of the loss under any such fire and extended coverage insurance policy, irrespective of any negligence on the part of the either party which may have contributed to or caused such loss or damage, BVCVB covenants and agrees that it will obtain for the benefit of CITY a waiver of any right of subrogation from its insurer relating to the payment of any loss or damage covered by fire and extended coverage insurance carried by BVCVB. In the event that BVCVB is unable to obtain such waiver of the right of subrogation for the benefit of CITY, BVCVB shall within thirty (30) days of receiving notice of such inability give CITY written notice of such inability. In the event BVCVB is unable to obtain a waiver of the right of subrogation for the benefit of CITY, or otherwise fails to obtain a waiver of the right of subrogation for the benefit of CITY, then,

during any period of time when such waiver is unobtainable, or has not been obtained, CITY shall not have been deemed to release any claims it may have against BVCVB. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect insurance coverage.

11. CITY'S DEFENSE OF ACTIONS

If BVCVB is required to defend any action or proceeding to which CITY is made a party, CITY is entitled but not required, at its election, to appear, defend or otherwise take part in the matter involved through counsel of its own choosing, provided such action by CITY does not limit or void the liability of any insurer of BVCVB or CITY with respect to the claim or matter in question.

12. PRIVILEGES AND IMMUNITIES.

Nothing in this Lease Agreement waives or relinquishes CITY's right to claim such exemptions, privileges, and immunities or limitations as to damages or liability which by law it is entitled as a political subdivision of the State of Texas.

13. CASUALTY/TOTAL OR PARTIAL DESTRUCTION

If the Premises are substantially damaged by fire or other casualty and cannot be restored to substantially the same condition as they existed before the casualty within ninety (90) days after the casualty, BVCVB or CITY shall have the option to terminate said Lease Agreement by providing written notice to the other within fifteen (15) days of the damage or destruction.

Notwithstanding such termination, BVCVB must fully perform any obligation under this Lease Agreement relating to an event occurring or circumstances existing prior to the date of termination of this Lease Agreement, including the payment of any taxes, assessments, or any charges which BVCVB is obligated to pay under the terms of this Lease Agreement which may result in a lien upon the Premises at the date of termination.

14. GOVERNMENTAL USE.

The Premises comprises a part of an integrated commercial development generally referred to as the "Chimney Hill Property." This entire commercial development property is currently owned by CITY. If all or a portion of the Premises is taken by condemnation during the term of this Lease Agreement or if all or a portion of the Premises is otherwise needed by CITY in furtherance of its governmental purposes or for economic development or for any other reason determined by it to be in the best interests of its citizens, either party, upon written notice to the other, shall be entitled to terminate as of the date of the taking by the Condemnor in the event the Premises is condemned, and CITY shall be entitled to terminate by giving 180 days advance

written notice to BVCVB in the event the CITY determines it to be in the best interests of its citizens to use the Premises for another purpose as recited above or to otherwise no longer have the BVCVB occupy the Premises under this Lease Agreement.

It is understood in the event of the termination of this Lease Agreement due to any of the foregoing, BVCVB shall have no claim against CITY for the value of any unexpired term of its Lease Agreement.

15. UTILITY EASEMENTS AND IMPROVEMENTS

CITY expressly reserves the right to enter upon the Premises for the purposes of installing, using, maintaining, renewing and replacing such underground water, sewer and other pipe lines and electric, power and other lines and conduits as CITY may deem desirable in connection with the development or use of any other property on or near the Premises. Such entry and work will not unreasonably interfere with BVCVBs use of the Premises. In the event this right is exercised, CITY must restore the Premises and Improvements including landscaping to its original condition. CITY agrees it will give BVCVB three (3) business day's prior written notice of entry upon the Premises, indicating the time and location of such work and the expected date of completion. However, CITY has the right to enter upon the Premises without prior notice in the event of an emergency. CITY agrees to use best efforts to inform BVCVB of any emergency requiring immediate action by CITY.

16. INSPECTION OF PREMISES

CITY is entitled at all reasonable times to go on the Premises for the purposes of inspecting the Premises. Such inspections will be conducted by or under the direction of the City Manager or his designee with due regard for the rights of tenants in possession. Inspections will address performance by BVCVB of the terms and conditions of this Lease Agreement.

17. TERMINATION

- A. If at any time during the term of this Lease Agreement, BVCVB shall be in default under this Lease Agreement, it shall be lawful for CITY at its election to declare said Lease Agreement term ended and enter into said Premises either with or without process of law; BVCVB hereby waives any demand for possession of said Premises. Default under this Lease Agreement shall include use of the Premises for any reason inconsistent with the BVCVB's mission as recited elsewhere in this Lease Agreement and for any violation of the terms of this Lease Agreement.

- B. Notwithstanding the terms of the previous paragraph, this Lease Agreement shall be terminated automatically, and BVCVB shall immediately yield possession of said Premises to CITY, including all additions and improvements thereto or thereon, upon the occurrence of any of the following events:

- (1) BVCVB files any debtor proceeding or is adjudicated as bankrupt under the provisions of any Bankruptcy Act;
 - (2) BVCVB makes an assignment for the benefit of creditors;
 - (3) BVCVB petitions for or enters into an arrangement with creditors involving or otherwise potentially affecting the Premises;
 - (4) BVCVB abandons the Premises or suffers this Lease Agreement to be taken under any writ of execution.
- C. Upon the termination of this Lease Agreement for any reason, BVCVB shall surrender said Premises peaceably to CITY. BVCVB shall surrender the Premises in good order, condition, and state of repair less reasonable wear and tear, but damage or destruction by fire or other casualty is excepted.
- D. The parties further agree that, upon termination of this Lease Agreement, CITY shall have the immediate right to re-enter the Premises and may remove all persons and property from the Premises. Said property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, BVCVB, all without resort to legal process and without CITY being deemed guilty of trespass or becoming liable for any unintentional loss or damages that may be occasioned thereby.
- E. At the expiration of the term or renewal term of the Lease Agreement, BVCVB shall vacate the Premises. Any holdover shall only be authorized upon the express written consent of CITY and shall only be on a month-to-month term during which the terms of this Lease Agreement will apply; provided however that no holding over by BVCVB with or without the consent of CITY will extend the term.
- F. In the event BVCVB wants to vacate the Premises prior to the expiration of any term of this Agreement, it may do so upon giving CITY at least 90 days advance written notice, and this Agreement shall be considered terminated as of the date given in the notice of vacation.

18. DEFAULT

- A. Default by CITY Events. Default by CITY is failing to comply with any provision of this Lease Agreement within thirty (30) days after written notice unless CITY gets approval from BVCVB in writing for additional time while making reasonable efforts towards curing such default, and because of circumstances beyond its reasonable control compliance cannot occur within said original 30 days. Such approval by BVCVB shall not be unreasonably withheld.
- B. Default by BVCVB Events. Defaults by BVCVB are: (a) abandoning or vacating a substantial portion of the Premises, or (b) failing to comply within thirty (30) days after

written notice with any provision of this Lease Agreement unless BVCVB gets approval from CITY in writing for additional time while making reasonable efforts towards curing such default, and because of circumstances beyond its reasonable control compliance cannot occur within said original 30 days. Such approval by CITY shall not be unreasonably withheld.

19. REMEDIES

- A. BVCVB's remedies for CITY's default. BVCVB's remedies for CITY's default are to (1) sue for actual damages or (2) terminate this Lease Agreement.

The remedies available to BVCVB shall be cumulative, and neither is exclusive of the other.

- B. CITY's remedies for BVCVB's default. CITY's remedies for BVCVB's default are to (1) enter and take possession of the Premises as provided herein, (2) to terminate this Lease Agreement by written notice, or (3) to sue for actual damages.

The various remedies available to CITY shall be cumulative, and no one of the remedies is exclusive of any other right or remedy allowed by law.

- C. No waiver by either party hereto of any term or condition of this Lease Agreement shall be deemed or construed to be a waiver of any other term or condition or to be a subsequent waiver of the same term or condition.

20. LIMITATION OF WARRANTIES

There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Lease Agreement, and there are no warranties that extend beyond those expressly stated in this Lease Agreement.

21. NOTICES

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

If to City:

Mr. David Neeley
City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842
Phone: 979-764-3510
Fax: 979-764-6377

Email: dneeley@cstx.com

With a copy to:

Carla Robinson
City Attorney
City of College Station
1101 Texas Avenue
College Station, Texas 77842
Phone: 979-764-3507
Fax: 979-764-3481
Email: crobinson@cstx.gov

If to Brazos Valley Convention and Visitors Bureau:

Attn: Board of Directors
Brazos Valley Convention and Visitors Bureau
715 University Drive
College Station, Texas 77840
Phone: 979-260-9898
Fax:
Email:

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the party.

22. ASSIGNMENT

BVCVB may not assign the interest in this Lease Agreement without CITY's express written consent, and same may not be sold, encumbered, assigned, transferred, sublet, or seized or taken by operation of law or by virtue of any process, attachment, execution or otherwise, or in any proceeding against BVCVB or another, or under or by virtue of insolvency or bankruptcy proceedings, without the express written consent of CITY.

23. NO PARTNERSHIP

CITY shall not, in any way or for any purpose, be considered a partner of BVCVB in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with BVCVB.

24. MISCELLANEOUS

A. The captions, section numbers, and other such designations appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, or

describe the scope or intent of such sections of articles of this Lease Agreement or in any way affect this Lease Agreement.

- B. Partial Invalidity. If any term, covenant or condition of this Lease Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- C. The parties agree that this Agreement 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.
- D. This Lease Agreement sets forth all of the covenants, promises, conditions and understandings between the parties concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than what are herein set forth.
- E. This Lease Agreement may only be amended by an instrument in writing duly approved and signed by the CITY and BVCVB.
- F. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
- G. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Lease Agreement, or any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver or excused breach is in writing and signed by the party claimed to have waived or excused. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SIGNED this the _____ day of _____, 2011.

LIST OF EXHIBITS:

- “A” Premises Description
- “B” BVCVB Insurance Requirements

"C" Commercial Landlord's Rules and Regulations

BRAZOS VALLEY CONVENTION
AND VISITORS BUREAU

CITY OF COLLEGE STATION



Printed Name: Shannon Overby
Title: Executive Director
Date: 11/30/11

Mayor

ATTEST:

City Secretary

Printed Name: _____
Title: _____
Date: _____

APPROVED:

City Manager

Printed Name: _____
Title: _____
Date: _____



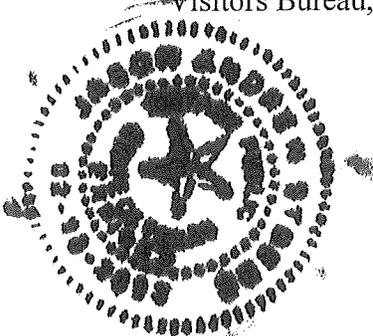
City Attorney

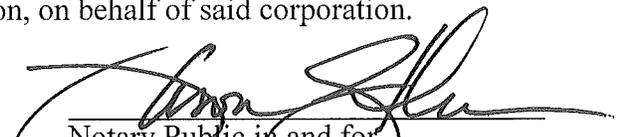
Chief Financial Officer

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30TH day of NOVEMBER, 2011, by SHANNON OVERBY, in his capacity as EXECUTIVE DIRECTOR of Brazos Valley Convention and Visitors Bureau, a Texas Non-Profit Corporation, on behalf of said corporation.



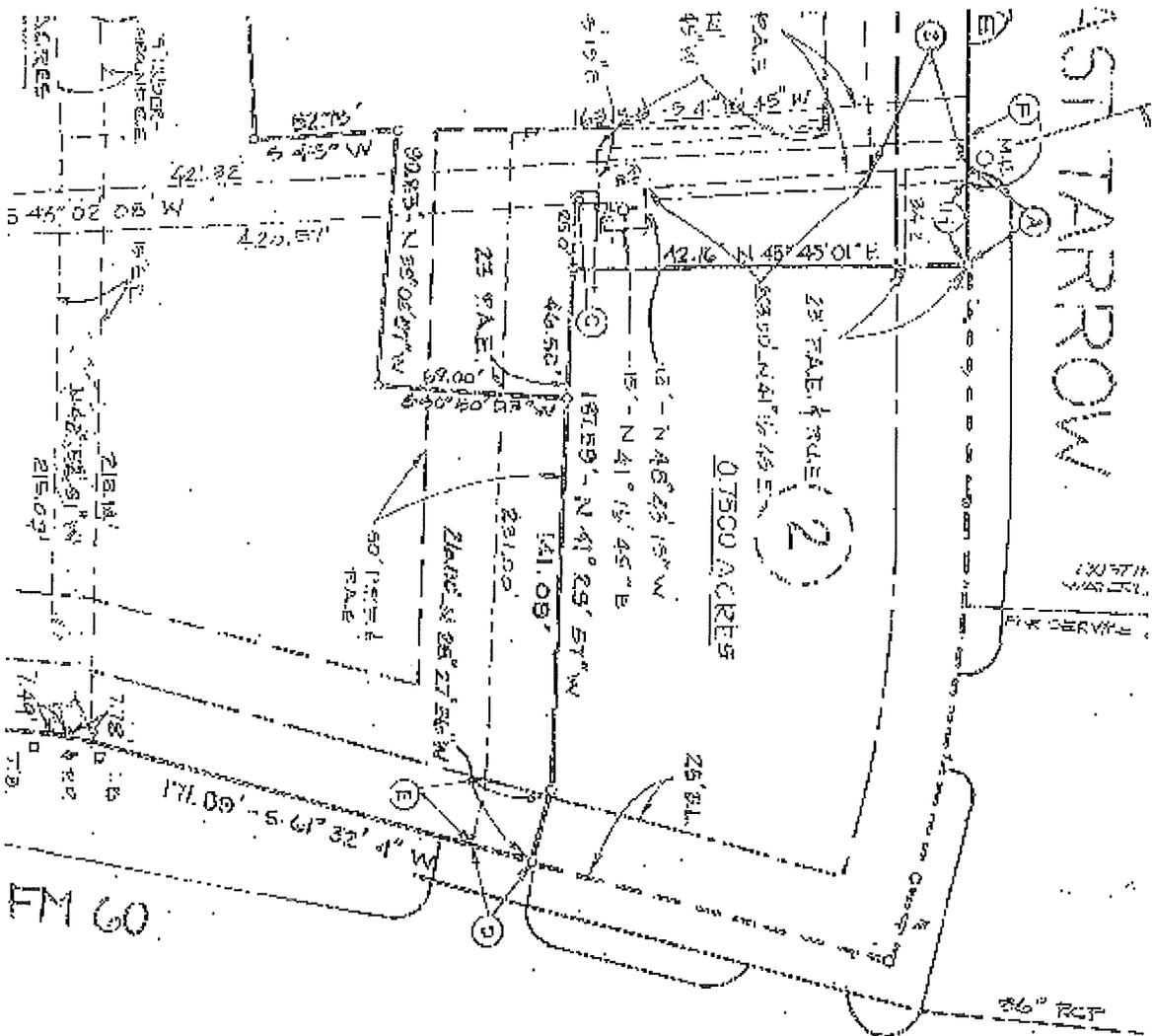

Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged on the _____ day of _____, 2011, by _____, in her 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



DIVISION OF LOT 1, BLOCK 1
 HILL RETAIL PLAZA JOINT VENTURE
 RICHARD CARTER LEAGUE
 STATION, BRAZOS COUNTY, TEXAS

DATE: MAY 11
 DRAWN BY: C
 APPROVED BY:
 REVISIONS: MA
 LINE

Excerpt from Lot 1, Block 1, Chimey Hill Retail Plaza Joint Venture
 Subdivision plat filed in Volume 807, Page 543
 of the Official Deed Records of Brazos County, Texas

EXHIBIT "A"

Insurance Requirements

I. 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
 - 1. Endorsement for Fine Arts with a limited of liability equal to or greater than permanent exhibit.
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability
- E. Tenant's Insurance

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City 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 City's Representative at the time of execution of this Agreement.

III. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

IV. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.
- C. "Claims made" policies are not 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 to the City of College Station by certified mail, return receipt requested.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City.
- 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:

Page 1

EXHIBIT "B"

1. The insurance company is licensed and admitted to do business in the State of Texas
2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
3. All endorsements and coverages are included according to the requirements of this Contract
4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

G. The City of College Station, its officials, employees, and volunteers are to be named Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **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 excluded 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 City shall be named as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **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.

VII. 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 DWC 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 workers compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. 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, 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."

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier with a "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 \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, a 24-month extended reporting period shall be required.



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LANDLORD'S RULES AND REGULATIONS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 715 University Drive East, College Station, TX 77840

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- ~~B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.~~
- ~~C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines or permitted on the Property.~~
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property, except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TAR-2108) 1-26-10 Initialed for Identification by Landlord: _____, _____, and Tenant: _____

Oldham Goodwin Group, LLC 2800 South Texas Avenue, Suite 401 Bryan, TX 77802
Phone: (979)268-2000 Fax: 9798467020 Melissa Weck

BCS Convention &

Produced with ZlpForm® by ZlpLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zlplogix.com

Landlord's Rules and Regulations concerning 715 University Drive East, College Station, TX 77840

- ~~L. Repair requests must be submitted to Landlord in writing in compliance with the lease.~~
- ~~M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, as permitted by the lease.~~
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:

604
f
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(TAR-2108) 1-26-10 Initialed for identification by Landlord: _____, _____, and Tenant: _____, _____

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Page 2 of 2

BCS Convention &

Contract No. _____

December 8, 2011
Consent Agenda Item No. 2s
Annual Agreement for Steel, Fiberglass, and Concrete Electric Distribution Poles

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to KBS Electric \$105,520; HD Utilities \$136,230; Techline \$7,467; and StressCrete \$244,280 for a total of \$493,497.00.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure

Recommendation(s): Recommend award to the lowest responsible bidders meeting specifications.

Group A:	KBS Electric	\$73,805
Group B:	KBS Electric	\$31,715
Group C:	HD Utilities	\$136,230
Group D:	Techline	\$7,467
Group E:	StressCrete	\$183,795
Group F:	StressCrete	\$60,485

Summary: These purchases will be made upon award of this agreement. The poles are maintained in the electrical inventory and expensed as necessary. These purchases will be made as needed during the term of the agreement. The various poles are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional one year terms.

Budget & Financial Summary: Ten (10) sealed, competitive bids were received and opened on November 23, 2011. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation No. 12-025



City of College Station - Purchasing Division
Bid Tabulation for No. 12-025
"Annual Steel, Fiberglass Composite Concrete Poles"
Open Date: Wednesday, November 23, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	C/S STOCK #	DESCRIPTION	StressCrete Inc.		KBS Electric Dist.		TEC		HD Utilities		Techline		RS Technologies, Inc.		Power-Lite Industries		Wesco		Superior Power Poles		TransAmerican	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GROUP "A" MATERIALS (Steel Poles)																								
A-1	10	ea	285-065-00020	30' Steel Pole		\$0.00	\$817.00	\$8,170.00	\$860.00	\$8,600.00	\$803.00	\$8,030.00	\$840.00	\$8,400.00	\$0.00	\$670.00	\$6,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$972.00	\$9,720.00	
A-2	10	ea	285-065-00010	40' Steel Pole		\$0.00	\$1,303.00	\$13,030.00	\$1,271.00	\$12,710.00	\$1,191.00	\$11,910.00	\$1,230.00	\$12,300.00	\$0.00	\$1,010.00	\$10,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,435.00	\$14,350.00	
A-3	20	ea	285-065-00011	45' Steel Pole		\$0.00	\$1,406.00	\$28,120.00	\$1,565.00	\$31,300.00	\$1,523.00	\$30,460.00	\$1,570.00	\$31,400.00	\$0.00	\$1,645.00	\$32,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,896.00	\$37,920.00	
A-4	10	ea	285-065-00012	50' Steel Pole		\$0.00	\$1,496.00	\$14,960.00	\$1,702.00	\$17,020.00	\$1,644.00	\$16,440.00	\$1,690.00	\$16,900.00	\$0.00	\$1,985.00	\$19,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,357.00	\$23,570.00	
A-5	5	ea	285-065-00013	55' Steel Pole		\$0.00	\$1,905.00	\$9,525.00	\$1,874.00	\$9,370.00	\$2,536.00	\$12,680.00	\$2,590.00	\$12,950.00	\$0.00	\$2,340.00	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,659.00	\$13,295.00	
Total Group A					\$0.00		\$73,805.00		\$79,000.00		\$79,520.00		\$81,950.00		\$0.00	\$81,250.00		\$0.00		\$0.00	\$0.00	\$98,855.00		
GROUP "B" MATERIALS (Steel Self-Supporting Poles)																								
B-1	5	ea	285-065-00016	50' Steel Self-Supporting Pole 6 Degree Angle		\$0.00	\$1,551.00	\$7,755.00		\$0.00		\$0.00	\$2,445.00	\$12,225.00	\$4,672.00	\$23,360.00	\$2,680.00	\$13,400.00		\$0.00	\$0.00	\$2,588.00	\$12,940.00	
B-2	5	ea	285-065-00017	50' Steel Self-Supporting Pole 12 Degree Angle		\$0.00	\$2,278.00	\$11,390.00		\$0.00		\$0.00	\$3,335.00	\$16,675.00	\$5,708.18	\$28,540.90	\$2,560.00	\$12,800.00		\$0.00	\$0.00	\$3,549.00	\$17,745.00	
B-3	5	ea	285-065-00018	50' Steel Self-Supporting Pole 18 Degree Angle		\$0.00	\$2,514.00	\$12,570.00		\$0.00		\$0.00	\$3,926.00	\$19,630.00	\$9,366.70	\$46,833.50	\$2,385.00	\$11,925.00		\$0.00	\$0.00	\$3,769.00	\$18,845.00	
Total Group B					\$0.00		\$31,715.00		\$0.00		\$0.00		\$48,530.00		\$98,734.40		\$38,125.00		\$0.00		\$0.00	\$49,530.00		
GROUP "C" MATERIALS (Fiberglass Composite Class 3 Wood Equivalent Poles)																								
C-1	60	ea	285-065-00024	40' Fiberglass Composite Pole Class 3		\$0.00	\$1,462.00	\$87,720.00	\$1,691.00	\$101,460.00	\$1,003.00	\$60,180.00	\$1,253.00	\$75,180.00	\$2,338.00	\$140,280.00		\$0.00	\$2,404.00	\$144,240.00	\$0.00	\$0.00	\$0.00	
C-2	60	ea	285-065-00022	45' Fiberglass Composite Pole Class 2		\$0.00	\$2,095.00	\$125,700.00	\$2,054.00	\$123,240.00	\$1,161.00	\$69,660.00	\$1,568.00	\$94,080.00	\$2,992.00	\$179,520.00		\$0.00	\$2,635.00	\$158,100.00	\$0.00	\$0.00	\$0.00	
C-3	5	ea	285-065-00025	50' Fiberglass Composite Pole Class 2		\$0.00	\$2,468.00	\$12,340.00	\$2,835.00	\$14,175.00	\$1,278.00	\$6,390.00	\$1,680.00	\$8,400.00	\$3,511.38	\$17,556.90		\$0.00	\$2,861.00	\$14,305.00	\$0.00	\$0.00	\$0.00	
Total Group C					\$0.00		\$225,760.00		\$238,875.00		\$136,230.00		\$177,660.00		\$337,356.90		\$0.00		\$316,645.00		\$0.00	\$0.00	\$0.00	
GROUP "D" MATERIALS (50' Fiberglass Composite Pole)																								
D-1	3	ea	285-065-00026	50' Fiberglass Composite Pole with 12 Degree Angle		\$0.00	\$4,946.00	\$14,838.00	\$3,457.00	\$10,371.00		\$0.00	\$2,489.00	\$7,467.00	\$6,898.18	\$20,694.54		\$0.00	\$4,382.00	\$13,146.00	\$0.00	\$0.00	\$0.00	
Total Group D					\$0.00		\$14,838.00		\$10,371.00		\$0.00		\$7,467.00		\$20,694.54		\$0.00		\$13,146.00		\$0.00	\$0.00	\$0.00	
GROUP "E" MATERIALS (Prestress Spun Cast Concrete Pole)																								
E-1	5	ea	540-070-00020	35' Prestress Spun Cast Concrete Pole	\$1,348.00	\$6,740.00	\$0.00	\$1,662.00	\$8,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,299.00	\$6,495.00	\$0.00	
E-2	15	ea	540-070-00010	40' Prestress Spun Cast Concrete Pole	\$1,544.00	\$23,160.00	\$0.00	\$1,773.00	\$26,595.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,468.00	\$22,020.00	\$0.00	
E-3	50	ea	540-070-00008	45' Prestress Spun Cast Concrete Pole	\$1,751.00	\$87,550.00	\$0.00	\$1,844.00	\$92,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,714.00	\$85,700.00	\$0.00	
E-4	15	ea	540-070-00009	50' Prestress Spun Cast Concrete Pole	\$1,975.00	\$29,625.00	\$0.00	\$2,400.00	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,927.00	\$28,905.00	\$0.00	
E-5	15	ea	540-070-00011	55' Prestress Spun Cast Concrete Pole	\$2,448.00	\$36,720.00	\$0.00	\$2,870.00	\$43,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,120.00	\$31,800.00	\$0.00	
Total Group E					\$183,795.00		\$0.00	\$206,155.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$174,920.00		\$0.00	
GROUP "F" MATERIALS (Prestress Spun Cast Concrete Self-Supporting Poles)																								
F-1	5	ea	540-070-00021	50' Prestress Spun Cast Concrete Pole 6 Degree Angle	\$2,405.00	\$12,025.00	\$0.00	\$2,452.00	\$12,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,122.00	\$10,610.00	\$0.00	
F-2	5	ea	540-070-00018	50' Prestress Spun Cast Concrete Pole 12 Degree Angle	\$2,818.00	\$14,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,898.00	\$14,490.00	\$0.00	
F-3	10	ea	540-070-00019	50' Prestress Spun Cast Concrete Pole 18 Degree Angle	\$3,437.00	\$34,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,447.00	\$34,470.00	\$0.00	
Total Group F					\$60,485.00		\$0.00	Incomplete	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$59,570.00		\$0.00	
GROUP "A" MATERIALS SUBTOTAL							\$73,805.00		\$79,000.00		\$81,950.00		\$81,950.00		\$81,250.00		\$81,250.00		\$0.00		\$0.00	\$98,855.00		
Manufacturer							Trinity		McWane		Valmont		Power-Lite		TAPP									
Delivery							18-20 weeks		10 weeks		12 weeks		100 days		14-18 weeks									
GROUP "B" MATERIALS SUBTOTAL							\$31,715.00		\$48,530.00		\$48,530.00		\$98,734.40		\$38,125.00		\$38,125.00		\$0.00		\$0.00	\$49,530.00		
Manufacturer							Trinity		Valmont		RS Technologies		Power-Lite		TAPP									
Delivery							18-20 weeks		12 weeks		50 days		100 days		14-18 weeks									
GROUP "C" MATERIALS SUBTOTAL							\$225,760.00		\$238,875.00		\$177,660.00		\$337,356.90		\$316,645.00		\$316,645.00		\$0.00		\$0.00	\$0.00	\$0.00	
Manufacturer							Alliance Composite		Composite Materials Tech		Shakespeare		RS Technologies											
Delivery							6-8 weeks		4 weeks		7-8 weeks		50 days		8-10 weeks									
GROUP "D" MATERIALS SUBTOTAL							\$14,838.00		\$10,371.00		\$7,467.00		\$20,694.54		\$13,146.00		\$13,146.00		\$0.00		\$0.00	\$0.00	\$0.00	
Manufacturer							Alliance Composite		Composite Materials Tech		Shakespeare		RS Technologies											
Delivery							6-8 weeks		4 weeks		7-8 weeks		50 days		8-10 weeks									
GROUP "E" MATERIALS SUBTOTAL							\$183,795.00		\$206,155.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$174,920.00		\$0.00	
Manufacturer							StressCrete		SkyCast												Superior Power Poles			
Delivery							45 days		8-10 weeks												40-50 days			
GROUP "F" MATERIALS SUBTOTAL							\$60,485.00		\$12,260.00		\$0.00		\$0.00		\$59,570.00		\$59,570.00		\$0.00		\$0.00	\$0.00	\$0.00	
Manufacturer																					Superior Power Poles			
Delivery															40-50 days									
Certification of Bid							✓		✓		✓		✓		✓		✓		✓		✓		✓	

NOTES:
 KBS has a minimum order of 20 mixed poles per order
 HD Utilities bid alternate on Group C:
 C-1 \$2,280 RSI - 8 week delivery
 C-2 \$2,280 RSI - 8 week delivery
 C-3 \$2,480 RSI - 8 week delivery
 Total \$286,0000

Lowest responsible bidder meeting technical specs
 Does not meet technical specs - non-responsive

**December 8, 2011
Regular Agenda Item No. 1
Adoption of Latest Construction Codes**

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on ordinances amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Building Code and the 2011 National Electrical Code and Chapter 6, "Fire Protection" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Fire Code and 2012 Life Safety Code.

Relationship to Council Strategic Plan: Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy, and Sustainable City.

Recommendation(s): The Construction Board of Adjustment and Appeals considered the aforementioned codes at a series of public meetings during October and November of this year and recommend approval of the codes and amendments as presented. Staff also recommends approval.

Summary: These ordinances adopt the latest edition of the International Building Codes (I-Codes), the latest edition of the National Electrical Code (NEC), and the latest edition of the Life Safety Code for use in College Station.

The City of College Station currently uses the 2009 edition of the I-Codes and the 2008 edition of the NEC. The International Code Council and National Fire Protection Association issues updated codes every three years. The changes included in the latest codes help clarify intent, improve energy efficiency, and strengthen requirements designed to safeguard the public health, safety, and general welfare.

In addition to the presentations to the Construction Board, staff presented an overview of the changes contained in the International Residential Code to representatives of the local Home Builder's Association.

Budget & Financial Summary: N/A

Attachments:

1. Ordinances
2. Summary of Changes – Building Codes and National Electrical Codes
3. Summary of Changes – Fire Code
4. A copy of the 2011 National Electrical Code and the 2012 International Codes are available in the City Secretary's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, "FIRE PROTECTION", SECTION 1 FIRE PREVENTION CODE 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 6, "FIRE PROTECTION" SECTION 1, "FIRE PREVENTION CODE", 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 ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 6, "FIRE PROTECTION", SECTION 1, "FIRE PREVENTION CODE"**, of the Code of Ordinances of the City of College Station, Texas, is hereby replaced in its entirety, as set out hereafter to read as follows:

SECTION 1: FIRE PREVENTION CODE

A. INTERNATIONAL FIRE CODE ADOPTED

- (1) The 2012 edition of the International Fire Code, including Appendix Chapters B, C, D, E, F,G,H,I and as published by the International Code Council. Said Code is hereby adopted to the same extent as though such Code were copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.
- (2) The Life Safety Code Handbook, specifically the 2012 Edition published by the National Fire Protection Association, a copy of which is on file in the office of the City Secretary of the City of College Station, Texas, is hereby adopted and designated as the life safety code of the City of College Station. Said code is adopted to the same extent as though such code was copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.

B. AMENDMENTS TO THE INTERNATIONAL FIRE CODE

The International Fire Code, as referred to above is hereby amended as follows:

- (1) Section 101 (General) is amended by adding Section 101.6 to read as follows:

Section 101.6 (Emergency Vehicle Egress):

No part of any commercial structure will be located outside the limits of a one hundred fifty foot (150') arc from a point where fire apparatus can operate. Fire apparatus will operate on surfaces designed for such and may utilize public right-of-way, approved fire lanes and/or drive access ways to meet this one hundred and fifty foot limit but in no case shall the truck travel route be measured across grass, wooded or landscaped areas, over curbs, through fences, through ditches or across paved areas which are not designed and maintained as fire lanes.

- (2) Section 108 is amended by deleting the section in its entirety.
- (3) Section 109.4 (Violation Penalties) is amended by deleting the section in its entirety and replacing with the following:

Section 109.4 (Violation Penalties)

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine as described in Chapter 1 section 5 of the College Station Code of Ordinances.

- (4) Section 202 (General Definitions) is amended by adding "Tutorial Services" under the definition of "Occupancy Classification Assembly Group A-3".
- (5) Section 308.1.4 (Open Flame Cooking Devices) is amended by deleting exception 2 & 3.
- (6) Section 501.4 (Timing of Installation) is amended by adding the following text at the end of the section: "There shall be no combustible, flammable or ignitable materials placed on site, lot or subdivision where waterlines, fire hydrants and/or all weather access roads capable of supporting emergency vehicles with an imposed load of at least 75,000 pounds as required by this code or other adopted code or ordinances are completed, accepted and in service."
- (7) Section 503.2.1 (Dimensions) is amended by replacing "13 feet 6 inches" with "14 feet".
- (8) Section 503.2.5 (Dead Ends) is amended by replacing "150 feet" with "100 feet".
- (9) Section 503.3 (Marking) is amended by deleting the section in its entirety and replacing with the following:

Section 503.3 (Marking)

The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by engineering shall mark and maintain said fire lanes in the following manner:

All curbs and curb ends shall be painted red with four inch (4") white lettering stating "FIRE LANE - NO PARKING - TOW AWAY ZONE". Wording may not be spaced more than fifteen feet (15') apart.

In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option #1: A sign twelve inches (12") wide and eighteen inches (18") in height shall be mounted in a conspicuous location at each entrance to the property. (See Diagram No. 1 for specifications on colors and lettering.)

Option #2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous eight inch (8") red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red. Red stripes and curbs will contain the wording "FIRE LANE - NO PARKING- TOW AWAY ZONE", painted in four inch (4") white letters. ("Figure A" in Ordinance No 1630 illustrates striping on drive surface behind parking spaces.)

In those cases where curb markings are not possible or where signs would in the Fire Official's opinion work more effectively, the Fire Marshal may require signs in lieu of curb markings.

The use of the color red to mark or stripe any curb or parking area (other than fire lanes) is prohibited within the City of College Station."

- (10). Section 503 is amended by adding Sections 503.3.1 (Fire Lane Signs; Tow-Away Zone Signs), 503.3.2 (Destruction of Fire Lane and Tow-Away Signs), 503.3.3 (Abandonment or Closing) and 503.3.4 (Authority Under Emergency Conditions) to read as follows:

503.3.1 (Fire Lane Signs; Tow-Away Zone Signs)

The owner, manager, or person in charge of any building to which fire lanes have been approved by the Engineering Division shall post and maintain appropriate signs in conspicuous places along such fire lanes stating "No Parking - Fire Lane". Such signs shall be twelve inches (12") wide and eighteen inches (18") high, with a companion sign twelve inches (12") wide and six inches (6") high stating "Tow-Away Zone".

Any "No Parking - Fire Lane" or "Tow-Away Zone" sign shall be painted on a white background with symbols, letters and border in red. Drawings and samples of such signs may be obtained from the Fire Department of the City of College Station. Standards for mounting, including but not limited to, the height above the grade at which such signs are to be mounted, shall be as adopted by the Fire Official of College Station.

Section 503.3.2 (Destruction of Fire Lane or Tow-Away Signs)

It is hereby unlawful for any person without lawful authority to attempt or in fact alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Section 503.3.3 (Abandonment or Closing)

No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the Fire Official of the City of College Station.

Section 503.3.4 (Authority Under Emergency Conditions)

The Fire Marshal is hereby authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire or the owner or occupants of the burning property from within such lanes.

- (11). Section 503.4 (Obstruction of Fire Apparatus Access Roads) is amended by deleting the section in its entirety and replacing with the following:

Section 503.4 (Obstruction of Fire Apparatus Access Roads)

No person shall park, place, allow, permit, or cause to be parked, placed, any motor vehicle, trailer, boat, or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate sign or curb marking.

- (12). Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.4.2 (Obstructing Fire Lanes) and 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions) to read as follows:

Section 503.4.2 (Obstructing Fire Lanes)

Any motor vehicle, trailer, boat, or similar obstruction found parked within an area designated as a fire lane as required by this section is hereby declared a nuisance per se and any such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane.

The records of the State Highway Department or the County Highway License Department showing the name of the person to whom the Texas highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons.

Section 503.4.3 (Enforcement; Issuance of Citations; Impoundment of Obstructions)

The Fire Official or any member of the Fire Department designated by the Fire Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police are hereby authorized to issue parking citations for any motor vehicle, trailer, boat, or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense.

No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the Municipal Court for any provision by the redemption of the obstruction from the storage facility.

- (13) Section 505.1 (Address Identification) is amended by deleting the section in its entirety and replacing with the following:

Section 505.1 (Address Identification)

An official building number placed pursuant to this ordinance must be at least four inches (4") high, and have at least a one-half inch (1/2") stroke in the main body of the number, and be composed of a durable material and of a color which provides a contrast to the background. The number shall be mounted a minimum of thirty-six inches (36") and a maximum of thirty feet (30') in height measured from ground level. Buildings located more than fifty feet (50') from the curb of a street shall have numbers at least five inches (5") in height. For the purpose of this ordinance, durable materials for use in numbering shall include, but not be limited to wood, plastic, metal, weather-resistant paint, weather-resistant vinyl, or weather-resistant numbers designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing two inch (2") high numbers on both sides of a U.S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four inches (4") in height.

- (14) Section 505 (Premise Identification) is amended by adding Sections 505.1.1 (Building Complex Identification), 505.1.2 (Rear Access Identification), 505.1.3 (Alley Premise Identification) and 505.1.4 (Building Complex Diagrams) to read as follows:

505.1.1 (Building Complex Identification)

A building complex composed of multiple structures shall have an official suite/unit number assigned to each building as well as a street address number. If there is sufficient street frontage, each unit or building may be assigned a separate official street address number. The official street address number of each structure as designated by the Building Official must be prominently posted on the building so that it is visible from the nearest public street. Each number designated by the Building Official for each individual suite/unit must be conspicuously posted on the suite/unit.

505.1.2 (Rear Access Identification)

Commercial buildings with rear access shall also display the business name and designated street address and suite/unit number on the rear access door.

505.1.3 (Alley Premise Identification)

Residential structures that provide for rear vehicular access from a dedicated public alley shall conspicuously post the designated numbers that comply with the size requirements above so that it is visible to the alley.

505.1.4 (Building Complex Diagrams)

The owner of a building complex which contains an enclosed shopping mall shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Official of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager of structure shall so advise the Fire Official in writing of the change.

- (15) Section 507.5.1 (Where Required) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.1 (Where Required)

Public fire hydrants of the City of College Station standard design shall be installed as part of the water distribution system for subdivisions and/or site developments. The Engineering Division shall approve the appropriate hydrant locations accessible to fire fighting apparatus and within the maximum distances described in the following sections:

- (16) Section 507.5.2 (Inspection, Testing and Maintenance) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.2 (Inspection, Testing and Maintenance)

Public fire hydrants shall be installed in single-family and duplex districts zoned R-1, R-1A and R-2 at such locations that no part of any structure shall be more than five hundred feet (500') from a fire hydrant as measured along the right-of-way of a public street as the fire hose is laid off the fire truck.

- (17) Section 507.5.3 (Private Fire Service Mains and Water Tanks) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.3 (Private Fire Service Mains and Water Tanks)

Private fire hydrants shall be installed in districts other than single-family and duplex districts zoned R-1, R-1A or R-2 at such locations that no part of any structure, aboveground tanks or fueling stations, shall be more than three hundred feet (300') from a fire hydrant as measured along the right-of-way of a public street or along an approved fire lane as the fire hose is laid off the fire truck.”

- (18) Section 903.2 (Where required) is amended by adding the following text at the end of the section:

In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

1. Where the total building area exceeds 12,000 square feet in area.
2. Where the height exceeds two stories, regardless of area.

- (19) Section 903.2.4 (Group F-1) is amended by deleting item #3.

- (20) Section 903.2.7 (Group M) #2 is amended by replacing "three stories above grade" with "two stories in height" and by deleting #3 in its entirety.
- (21) Section 903.2.8(Group R) is amended by deleting the section in its entirety.
- (22) Section 903.2.9 (Group S-1) is amended by deleting items #2 and #3.
- (23) Section 907.5.2.3.2 (Employee work areas) is amended by deleting the section in its entirety and replacing with the following:
- Section 907.5.2.3.2 (Employee work areas)
Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification.”
- (24) Section 2304.1 (Supervision of Dispensing) is amended by deleting the section in its entirety and replacing with the following:
- Section 2304.1 (Supervision of Dispensing)
The dispensing of flammable or combustible liquids into the fuel tank of a vehicle or into an approved container shall be under the supervision of a qualified attendant except service stations not open to the public. Such stations may be used by commercial, industrial governmental or manufacturing establishments for fueling vehicles in connection with their business.”
- (26) Section 2304.3 (Unattended Self-Service Motor Fuel Dispensing Facilities) is amended by deleting the section in its entirety.
- (27) Section 2304.3.1 (General) is amended by deleting the section in its entirety.
- (28) Section 2304.3.2 (Dispensers) is amended by deleting the section in its entirety.
- (29) Section 2304.3.3 (Emergency Controls) is amended by deleting the section in its entirety.
- (30) Section 2304.3.4 (Operating Instructions) is amended by deleting the section in its entirety.
- (31) Section 2304.3.5 (Emergency Procedures) is amended by deleting the section in its entirety.
- (32) Section 2304.3.6 (Communications) is amended by deleting the section in its entirety.
- (33) Section 2304.3.7 (Quantity Limits) is amended by deleting the section in its entirety.

- (34) Section 5706.6.1.2 (Leaving Vehicle Unattended) is amended by deleting the section in its entirety and replacing with the following:

Section 5706.6.1.2 (Leaving Vehicle Unattended)

At no time while discharging flammable, combustible or ignitable liquids shall the driver or operator be out of sight and reach of the discharge valves. If at any time while discharging flammable, combustible or ignitable liquids, the driver or operator must leave the vehicle for any reason, he or she shall shut down all valves until his or her return and shall be totally responsible for any and all spillage. When the delivery hose is attached to the vehicle it is presumed to be discharging flammable, combustible or ignitable liquids.

- (35) Section 1103 (Fire Safety Requirements for Existing Buildings) is amended by deleting this section in its entirety.

- (36) Appendix D Section D103.4 (Dead Ends) and Table D103.4 are amended by replacing "150 feet" with "100 feet".

C. AMENDMENTS TO NFPA LIFE SAFETY CODE:

- (1) Section 24.3.5.1 is amended by deleting the section in its entirety.
- (2) Section 43.6.4.1 is amended by deleting this section in its entirety and replacing with the following:

Section 43.6.4.1

In a building with rehabilitation work areas involving over 50% of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.

- (3) Section 43.6.4.2 is amended by deleting the section in its entirety.
- (4) Section 43.6.4.4 is amended by replacing "up to and including the highest rehabilitation work area floor" with "highest floor".

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, "BUILDING 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 3, "Building Regulations," 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.

PART 4: That this ordinance shall become effective on 1 January 2012.

PASSED, ADOPTED and APPROVED this 8th day of December, 2011.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT A

That Chapter 3, "Building Regulations," Section 6, "International Building Code Adopted", of the Code of Ordinances of the City of College Station, Texas, is hereby amended and Chapter 3, "Building Regulations," Section 7, "National Electrical Code Adopted", of the Code of Ordinances of the City of College Station, Texas, is hereby added to read as follows:

SECTION 6: INTERNATIONAL BUILDING CODE ADOPTED

A booklet entitled 'International Building Code, 2012 Edition' as amended and as hereafter may be amended, at least one (1) copy of which is on file in the office of the Building Official of the City of College Station, Texas, is hereby adopted and designated as the Building Code of the City of College Station, Texas.

INTERNATIONAL BUILDING CODE ADOPTED

A. The above referenced International Building Code is hereby amended as follows:

1. Section 105 (Permits) is amended by adding Section 105.1.3 to read as follows:

105.1.3 Registration of Contractors.

It shall be the duty of every individual who makes contracts to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, and every individual making such contracts and subletting the same or any part thereof, to first register with the Building Official, giving full name, residence, name and place of business, and in case of removal from one place to another to have made corresponding change to the Building Official.

Exception: Homeowner permits as provided per local amendment by added Section R105.2.4, International Residential Code.

Plumbing Contractors - Plumbing contractors shall be licensed as prescribed by the State of Texas and shall register their license with the City of College Station before a plumbing permit is issued by the City.

Air Conditioning, Refrigeration and Heating Contractors - Air Conditioning, Refrigeration and Heating Contractors shall be licensed by the State of Texas and shall register their license with the City of College Station before a mechanical permit is issued by the City.

Licensed Irrigators - Irrigation Contractors shall be licensed Irrigators by the State of Texas shall register their license with the City of College Station before a lawn irrigation permit is issued by the City.

Electrical Contractors - Electrical Contractors shall be licensed by the State shall register their license with the City of College Station before an electrical permit is issued by the City.

Electrical Sign Contractors - Electrical Sign Contractors shall be licensed by the State shall register their license with the City of College Station before a permit is issued.

Before any license is registered with the City, the applicant shall have adequate insurance coverage for general liability as provided for by State law for the respective trade.

2. Section 105.2 (work exempt from permit) is amended by deleting item #2 under "Building" and replacing with the following:

"2. Fences of wood, chain link, or similar material, and less than eight feet in height, and walls of brick, stone, concrete, or similar material, and less than six feet in height, shall not be construed to be a structure, nor shall they require a building permit.

3. Section 105.2 (Work exempt from permit) is amended by adding the following under

"Electrical":

Replacing Fuses: No permit shall be required for replacing fuses of like rating.

Replacing Flush or Snap Switches: No permit shall be required for replacing flush or snap switches, receptacles, lamp sockets, the installation of lamps, or minor repairs on permanently connected electrical appliances.

Conveying Signals: No permit shall be required for the installation, maintenance or alteration of wiring, poles and down guys, apparatus, devices, appliances or equipment for telegraph, telephone, signal service or central station protective service used in conveying signals or intelligence, except where electrical work is done on the primary side of the source of power at a voltage over 50 volts and of more than 500 watts.

Wiring by Electric Public Service Company: No permit shall be required for the installation, maintenance or alteration of electric wiring, apparatus devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's distribution system, including metering equipment wherever located and transformer vaults in which customer's transformers are located, nor shall any of its employees do any work other than done for said company as hereinbefore provided for by virtue of this exception.

Temporary Wiring: No permit shall be required for the installation of temporary wiring, apparatus, devices, appliances or equipment used by a recognized electrical training school or college.

Railway Crossing Signal Devices: No permit shall be required for the installation and maintenance of railway crossing signal devices, when such is performed by due authority of the railroad and in accordance with the standards of the American Railroad Association, and in collaboration with and approval of the Department of Public Services of the City of College Station.

Cellular Transmitting Antennas: No permit shall be required for the installation, repair or replacement of cellular transmitting antennas.

4. Section 107.1 (General) is amended to include the following at the end of the section and before the exception: "The design professional shall be an architect or engineer legally registered and in compliance under the laws of Texas and shall affix his official seal to the construction documents for the following:

"1. All group A, E and I occupancies.
2. Building and structures three or more stories in height
3. Buildings and structures 5,000 square feet or more in total area

Exception: Group R-3 buildings, regardless of size"
5. Section 109.4 (Work commencing before permit issuance) is amended by deleting the existing text in its entirety and replacing it with the following:

"Any person who commences any work on a building, structure electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 100% of the usual fee in addition to the required permit fees."
6. Section 109.6 (Refunds) is amended by deleting the existing text in its entirety and replacing it with the following:

"The City Manager or his designee is authorized to establish a refund policy."
7. Section 110.3.5 (Lath and gypsum board inspection) is amended by deleting the section in its entirety.
8. Section 111.2 (Certificate issued) is amended by deleting items number 4, 5, 7, 10, and 11.
9. Section 113 (Board of Appeals) is amended by deleting the section in its entirety.
10. Section 116.1 (Conditions) is amended by deleting the sentence, "Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section." and replacing it with the following: "Unsafe structures shall be taken down, removed or made safe as provided for in Section 1 (C), Chapter 3, Code of Ordinances."
11. Section 202 (Definitions) is amended by deleting the Townhouse definition and replacing it with the following:

"Townhouse. A single family dwelling unit constructed in a group of attached units separated by property lines in which each unit extend from foundation to roof and with open space on at least two sides."

12. Section 303.1 (Assembly Group A) is amended by adding "tutorial services" under A-3.
13. Section 501.2 (Address identification) is amended by deleting the existing text in its entirety and replacing it with the following:

"501.2 Address identification. An official address, assigned by the Building Official or his designee, shall be provided and placed pursuant to this section in such a position as to be clearly visible from the public street or roadway fronting the property. Addresses placed pursuant to this section shall be a minimum four (4) inches in height and stroke of minimum one-half (1/2) inch, composed of a durable material and of a color that provides a contrast to the background itself. The official address shall be placed a minimum of thirty-six (36) inches and a maximum of thirty (30) feet in height measured from the ground level. Buildings or structures located more than fifty (50) feet from the street curb shall have an official address at least five (5) inches in height. Durable materials used for the official address shall include, but not be limited to, wood, plastic, metal, weather resistant paint, weather resistant vinyl, or weather resistant material designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing a minimum of two (2) inch high numbers on both sides of a U. S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four (4) inches in height.

A building complex composed of multiple structures or dwellings shall have an official suite or unit number assigned to each building, suite or tenant as well as a street address number. If there is sufficient street frontage, each building, suite or tenant may also be assigned an official street address number. The official street address number of each structure must be prominently posted on the building so that it is visible from the nearest public street or designated fire lane. Each number designated by the Building Official, or his designee, for each individual suite or unit must be conspicuously posted on each suite or unit.

Commercial buildings with side or rear access in addition to the main entrance, shall also display the business name and official address on each side or rear door with characters at least two (2) inches in height. Residential structures which provide for rear vehicular access from a dedicated public alley, street or designated fire lane shall conspicuously post an official address at least two (2) inches in height so that it is visible from the public alley, street or designated fire lane.

The owner or manager of a building complex, which contains an enclosed shopping mall, shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Marshal of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager shall so advise the Fire Marshal in writing of the change.

When required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response."

14. Table 803.9 (Interior Wall And Ceiling Finish Requirements By Occupancy) is amended by deleting the existing text in footnote "d" and replacing it with the following:

"Class A interior finish material shall be required in all areas of all assembly occupancies, whether sprinklered or not, except as provided for in notes e and f below."
15. Section 903.1 (General) is amended by adding the following text at the end of said section:

"For the purposes of this section, the term 'fire area' shall be replaced with 'building area'."
16. Section 903.2 (Where required) is amended by adding the following text at the end of said section:

"In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

 1. Where the total building area exceeds 12,000 square feet in area.
 2. Where the height exceeds two stories, regardless of area."
17. Section 903.2.3 (Group E) is amended by deleting the exception in its entirety.
18. Section 903.2.4 (Group F-1) is amended by deleting the text in item "2" and "3".
19. Section 903.2.7 (Group M) is amended by replacing "three stories above grade" with "two stories above grade" in item "2" and by replacing "24,000 square feet" with "12,000 square feet" in item "3".
20. Section 903.2.8 (Group R) is amended by deleting the section in its entirety.
21. Section 903.2.9 (Group S-1) is amended by replacing "three stories above grade" with "two stories above grade" in item "2" and by replacing "24,000 square feet" with "12,000 square feet" in item "3".
22. Section 903.3.7 (Fire department connections) is amended by deleting "building official" and replacing it with "fire official".
23. Section 907.5.2.3.2 (Employee work areas) is amended by deleting the existing text in its entirety and replacing it with the following:

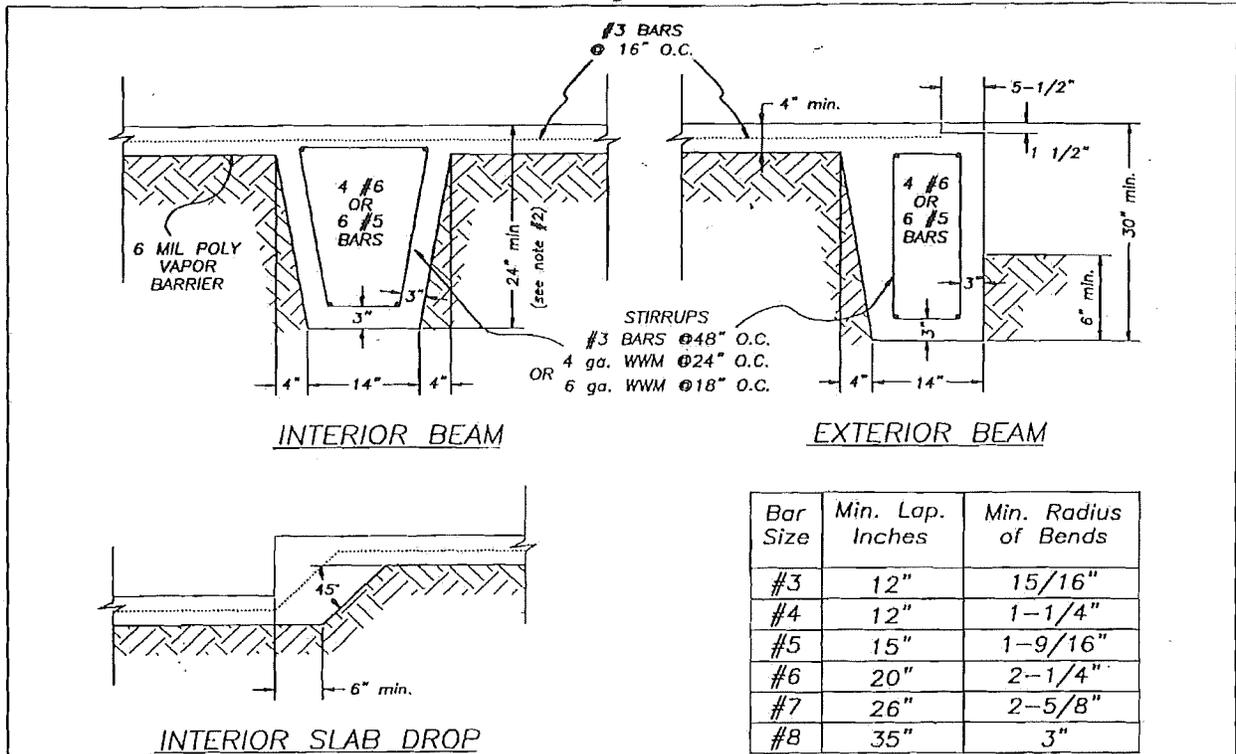
"Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification."
24. Section 1004.2 (Increased occupant load) is amended by deleting the section in its entirety.
25. Section 1004.3 (Posting of occupant load) is amended by adding the following text to the end of said section:

"For the purposes of this section, the occupant load shall be the number of occupants computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.2."

26. Section 1612.3 (Establishment of flood hazard areas) is amended by inserting "Brazos County" for name of jurisdiction and "July 2, 1992 or February 9, 2000" for the date of issuance.
27. Section 1907 (Minimum slab provisions) is amended by adding Section 1907.2 to read as follows:

"1907.2 Minimum foundation standard. All slabs-on-grade with turned-down footings shall comply with the Minimum Foundation Standard as shown in figure 1."

Figure 1



GENERAL NOTES:

- Exterior beam shall extend a minimum of 6 inches into undisturbed soil or fill which is compacted to 95% Standard Proctor (ASTM D 698) within (±) 2% of optimum moisture content. All fill material shall have a Plasticity Index (P.I.) between 5 and 18.
- Interior beams that exceed 60 ft. in length must be a min. of 30" deep.
- Maximum beam spacing shall be 15 feet and shall be continuous over the length or width of the foundation.
- Steel to be set to clear bare earth minimum 3", wood or steel forms by 1-1/2".
- Minimum concrete specified compression strength shall be 3000 psi @ 28 days.
- Masonry fireplace footings shall be a minimum of 30" deep with 2 mats of #5's @ 12" O.C. both ways.
- These minimum standards shall apply to all foundations.
Exceptions:
A. Foundations for temporary buildings and permanent buildings not exceeding one story in height and 400 square feet in area.
B. Foundations designed by an Architect registered in the State of Texas or a civil/structural Engineer registered in the State of Texas and approved for use by the Building Official.
- All foundations designed by an Architect or Engineer shall be installed as designed. Revisions and exceptions must be submitted in writing by the Architect or Engineer and approved by the Building Official.
- Reinforcing steel shall be grade 60 (grade 40 allowed for stirrups only). All deformations shall meet ASTM A615.

REV.	DESCRIPTION	DATE	CITY OF COLLEGE STATION BUILDING DIVISION		
			MINIMUM FOUNDATION STANDARDS		
			SIZE A	PREPARED 9/98	SHEET 1 OF 1

AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE

- B. The International Residential Code adopted by reference in Section 101.2, 2012 International Building Code, is hereby amended as follows:
1. Section R102.4 (Referenced codes and standards) is amended by adding the following to said section:

"Any reference to the *ICC Electrical Code* shall mean the *National Electrical Code*, as adopted and amended by the City of College Station."
 2. Section R105.2 (Work exempt from permit) is amended by deleting number one under "Building" and replacing it with the following:

"1. One detached accessory structure per residential lot, provided the floor area does not exceed 120 square feet and the structure complies with all of the following:

 - a. The accessory structure is not located in a surface drainage easement.
 - b. The accessory structure is not permanently affixed to the ground.
 - c. The accessory structure is located in the rear yard.
 - d. The accessory structure is not provided with utilities (sewer, water, gas or electricity)."
 3. Section R105.2 under Building is amended by deleting the section in its entirety and replacing with the following:

"10. Uncovered decks, patios or other raised floor surfaces located not more than 30 inches above adjacent grade and are not attached to a dwelling."
 4. Section R105.2.4 is added to read as follows:

"R105.2.4 Homeowner permit. A property owner may obtain a building permit to perform work on a building owned and occupied by him as his homestead without registering with the City as a contractor. However, work involving the electrical, plumbing and mechanical systems must be permitted and installed by licensed contractors."
 5. Section R106.3.1 (Approval of construction documents) is amended by deleting the last sentence in said section.
 6. Section R108.3 (Building permit valuations) is amended by adding the following to said section:

"If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final permit valuation shall be set by the building official."
 7. Section R108.5 (Refunds) is amended by deleting the text in said section and replacing it with the following:

"The City Manager or his designee is authorized to establish a refund policy."
 8. Section R112 (Board of Appeals) is amended by deleting the section in its entirety.
 9. Section R202 (Definitions) is also amended by adding the following 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.

10. Section R302.1 (Exterior walls) is amended by deleting the existing text and replacing it with the following:

R302.1 Exterior walls. Exterior walls with a fire separation distance less than 3 feet shall have not less than a one hour fire-resistive rating with exposure from both sides. The above provisions shall not apply to walls which are perpendicular to the line used to determine the fire separation distance.

Exception: Tool and storage sheds, playhouses and similar structures exempted from permits by Section R105.2 are not required to provide wall protection based on location on the lot.

Projections. Projections may extend beyond the exterior wall on zero lot line construction. Projections shall be constructed from non-combustible material on the underside and may allow manufactured perforated soffit material installed for attic ventilation.. The soffit may project a maximum of 18 inches, excluding non-combustible gutters, over the adjacent property line.

Exception: Tool and storage sheds, playhouses and similar structures exempted from permits by Section R 105.2 shall not extend over the lot line in zero lot line construction.

Combustibles in maintenance easement. The construction of any structure utilizing combustible material or the storage of combustible material is prohibited within the maintenance easement. The term "maintenance easement" is defined in Article 11 of the UDO.

Exception: A wood fence may be installed in the maintenance easement.

11. Section 302.2 (Townhouses) is amended by deleting the exception in the said section:
12. Section R302.5 (Separation required) is amended by adding the following exception:
- "**Exception:** One unprotected attic access opening, not exceeding 30 inches by 54 inches in size, is allowed per garage."
13. Section R310.1.1 (Minimum opening area) is amended by deleting the section in its entirety.
14. Section R311.7.8.2 (Continuity) is amended by deleting the following text in said section:
- "Handrail ends shall be returned or shall terminate in newel posts or safety terminals."
15. Section R313 (Automatic Sprinkler Systems) is amended by deleting the section in its entirety.
16. Section R318.2 (Chemical termiticide treatment) is amended by adding the following to the end of said section:
- "The method of application and contractor hired to apply the chemicals shall submit to the Building Department when applying for the Building Permit, and verification of the application turned in prior to issuance of the Certificate of Occupancy."
17. Section R319.1 (Address numbers) is amended by deleting the existing text in its entirety and replacing it with the following:
- "Premises identification shall comply with Section 501.2, International Building Code, as amended."

18. Section 322.2.1 (Elevation requirements) is amended by deleting the existing text, save the exception, and replacing it with the following:

"1. Buildings and structures shall have the lowest floors elevated in accordance with the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).

2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Maps, or at least 2 feet if a depth number is not specified, plus the additional footage requirements in the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).

3. Basement floors that are below grade on all sides shall be elevated in accordance with the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D)."

19. Section R403.1.3.2 (Slabs-on-ground with turned-down footings) is amended by deleting the existing text and replacing it with the following to read as follows:

"All slabs-on-ground with turned-down footings shall comply with the minimum foundation standard in Section 1910.2, International Building Code."

20. Chapter 11 (Energy Efficiency) is amended by deleting this chapter in its entirety and replacing it with the following.

"One-and-two family dwellings shall comply with the 2012 International Energy Conservation Code as amended."

21. Section M1411.3 (Condensate disposal) is amended by deleting the existing text and replacing with the following:

"Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to the sanitary sewer system, if available. The condensate drain shall be connected to the sanitary sewer system in a manner approved by the code official.

Exception: When a sanitary sewer system is not available on the premises, or connection thereto is not practical, the condensate shall discharge into an approved french drain."

22. Section M1501.1 (Outdoor discharge) is amended by deleting the last sentence in said section.

23. Section M1507.2 (Recirculation of air) is amended by deleting the last sentence in said section, and replacing it with the following:

"Exhaust air from bathrooms and toilet rooms shall discharge directly to the outdoors or the vent termination shall be unobstructed and within 6 inches of the soffit vent or ridge vent."

24. Section G2408.3 (Private garages) is amended by deleting the section in its entirety.
25. Section G2414.5.2 (Copper tubing) is amended by deleting said section in its entirety.
26. Section G2417.1.2 (Repairs and additions) is amended by deleting the existing text in its entirety and replacing it with the following:

"In the event repairs or additions are made after the pressure test, the affected piping shall be tested. If approved by the code official, minor repairs and additions are not required to be pressure tested provided the work is inspected and connections are tested with a noncorrosive leak-detecting fluid or other leak detecting methods."
27. Section G2417.4 (Test pressure measurement) is amended by deleting the existing text in its entirety and replacing it with the following:

"Test pressure measurement shall comply with Section 406.4, 2006 International Fuel Gas Code, as amended."
28. Section G2417.4.1 (Test pressure) is amended by deleting the existing text in its entirety and replacing it with the following:

"Test pressure shall comply with Section 406.4, 2009 International Fuel Gas Code, as amended."
29. Section P2503.8 (Inspection and testing of backflow prevention devices) is amended by deleting the section in its entirety and replacing with the following:

"Inspection and testing of backflow prevention devices shall comply with Section 312.10, 2012 International Plumbing Code, as amended."
30. P2803.6.1 (Requirements for discharge pipe) is amended by deleting number five and replacing it with the following:

"Discharge to an indirect waste receptor or to the outdoors."
31. Section P2902.5.3 (Lawn irrigation systems) is amended by deleting the existing text in its entirety and replacing it with the following:

"P2902.5.3 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." 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."

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."

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."

32. Table P2905.4 (Water service pipe) is amended by deleting the following materials:

"Acrylonitrile butadiene styrene (ABS) plastic pipe
Asbestos-cement pipe
Polybutylene (PB) plastic pipe and tubing
Polyethylene (PE) plastic pipe
Polyethylene (PE) plastic tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) pipe

33. Table P2905.5 (Water distribution pipe) is amended by deleting the following materials:

"Polybutylene (PB) plastic pipe and tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) composite pipe"

34. Section P2905.5 (Water-distribution pipe.) is amended by adding the following text to the end of the section:

"Inaccessible water distribution piping under slabs shall be copper (minimum type K), cross-linked polyethylene (PEX) tubing, or cross-linked polyethylene/aluminum/cross-linked polyethylene (PEX-AL-PEX) pipe, all installed without joints or connections. Materials subject to corrosion shall be protected when exposed to concrete or corrosive soils."

35. Section 2905.9.1.4.3 (Sleeved cross-linked polyethylene piping or tubing) is amended by adding the following section:

Sleeved cross-linked polyethylene piping or tubing. "When a sleeve is provided for cross-linked polyethylene (PEX) plastic piping or tubing installed under concrete slabs the annular space between the piping or tubing and the sleeve must be caulked, foamed, or otherwise sealed to prevent the entrance of termiticide."

36. Section P3002.2. (Building sewer) is amended by adding P3002.2.1 to read as follows:

"P3002.2.1 Depth of building sewer. Building sewer pipe shall be installed with a minimum of twelve (12) inches of cover. Where conditions prohibit the required amount of cover, cast iron pipe with approved joints may be used unless other means of protecting the pipe is provided as approved by the Building Official."

37. Section E3401.1 (applicability) is amended by deleting the section in its entirety and replacing with the following:

"Electrical installations shall comply with the *National Electrical Code*, as adopted and amended by the City of College Station."

38. Appendix G (Swimming Pools, Spas And Hot Tubs) is hereby adopted

AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE

C. The International Fuel Gas Code adopted by reference in Section 101.4.1, 2012 International Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

"Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station."
2. Section 106.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

"The code official may require a permit application for work regulated by this code."
3. Section 106.6.2 (Fee schedule) is amended by deleting the section in its entirety.
4. Section 106.6.3 (Fee refunds) is amended by deleting the text in said section and replacing it with the following:

"The City Manager or his designee is authorized to establish a refund policy."
5. Section 109 (Means of Appeal) is amended by deleting the section in its entirety.
6. Section 305.5 (Private garages) is amended by deleting the section in its entirety.
7. Section 403.4.3 (Copper and brass) is amended by deleting the section in its entirety.
8. Section 403.5.2 (Copper and brass tubing) is amended by deleting the section in its entirety.
9. Section 406.1.2 (Repairs and additions) is amended by deleting the existing text in its entirety and replacing it with the following:

"In the event repairs or additions are made after the pressure test, the affected piping shall be tested. If approved by the code official, minor repairs and additions are not required to be pressure tested provided the work is inspected and connections are tested with a noncorrosive leak-detecting fluid or other leak detecting methods."
10. Section 406.4 (Test pressure measurement) is amended by adding the following to the end of said section:

'For gas systems with a working pressure up to and including five (5) psi., a diaphragm gauge utilizing a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, 2/10 pound incrementation and a pressure range not more than twenty (20) psi shall be acceptable. A mechanical spring gauge is only acceptable for use on gas systems requiring a pressure test of more than 20 psig.'
11. Section 406.4.1 (Test pressure) is amended by deleting the existing text in it entirety and replacing it with the following:

'The test pressure to be used shall be no less than twice the proposed maximum working pressure, but no less than five (5) psig, irrespective of design pressure.'

12. Section 406.4.2 (Test duration) is amended by deleting the existing text in its entirety and replacing it with the following:
"Gas piping systems shall withstand the required pressure test for a period of not less than ten (10) minutes without showing any drop in pressure."

AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE

D. The International Mechanical Code adopted by reference in Section 101.4.2, 2012 International Building Code is hereby amended as follows:

1 Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

'Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.'

2 Section 106.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

'The code official may require a permit application for work regulated by this code.'

3 Section 106.5.2 (Fee schedule) is amended by deleting the section in its entirety.

4 Section 106.5.3 (Fee refunds) is amended by deleting the text in said section and replacing it with the following:

"The City Manager or his designee is authorized to establish a refund policy.'

5 Section 108.5 (Stop work orders) is amended by inserting the following amounts in the blanks provided at the end of said section:

'twenty-five (\$25.00) in the first blank and two-thousand (\$2,000.00) in the second blank'

6 Section 109 (Means of Appeal) is amended by deleting the section in its entirety.

7 Section 304.7 (Private garages) is amended by deleting the section in its entirety.

8 Section 507.16.1 (Capture and containment test) is amended by deleting the section in its entirety.

AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE

- E. The International Plumbing Code adopted by reference in Section 101.4.3, 2012 International Building Code is hereby amended as follows:
- 1 Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

'Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.'
 - 2 Section 106.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

'The code official may require a permit application for work regulated by this code.'
 - 3 Section 106.6.2 (Fee Schedule) is amended by deleting this section in its entirety.
 - 4 Section 106.6.3 (Fee refunds) is amended by deleting the text in said section and replacing it with the following:

'The City Manager or designee is authorized to establish a refund policy.'
 - 5 Section 108.5 (Stop work orders) is amended by inserting the following amounts in the blanks provided at the end of said section

'twenty-five (\$25.00) in the first blank and two-thousand (\$2,000.00) in the second blank'
 - 6 Section 109 (Means of Appeal) is amended by deleting the section in its entirety.
 - 7 Section 305.4.1 (Sewer depth) is amended by inserting "twelve (12)" in both blanks and adding the following sentence to the end of said section.

'Where conditions prohibit the required amount of cover, cast iron pipe with approved joints may be used unless other means of protecting the pipe is provided as approved by the Building Official.'
 - 8 Section 312.1 (Required tests) is amended by deleting the following text from said section:

' , for piping systems other than plastic, by'
 - 9 Section 312.2 (Drainage and vent water test) is amended by deleting said section in its entirety and replacing with the following:

'312.2 Drainage water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest opening of the section under test, and each section shall be

tested with not less than a 10-foot head of water. This pressure shall be held for at least 15 minutes. The drainage system shall then be tight at all points.'

- 10 Section 312.3 (Drainage and vent air test) is amended by deleting said section in its entirety and replacing with the following:

'312.3 Drainage air test. An air test shall be applied to the drainage piping by forcing air into the system until there is uniform gauge pressure of 5 pounds per square inch (psi) or sufficient to balance a 10-inch column of mercury. This pressure shall be held for a test period of at least 15 minutes. Any adjustment to the test pressure required because of changes in ambient temperature or the seating of gaskets shall be made prior to the beginning of the test period.'

- 11 Section 312.10 (Inspection and testing of backflow prevention assemblies.) is amended by deleting said section in its entirety and replacing with the following:

'312.10 Inspection and testing of backflow prevention assemblies. Upon initial installation, an inspection shall be made of all backflow prevention devices and assemblies to determine whether they are operable. Testing of all backflow prevention devices and assemblies shall be in accordance with Chapter 11, Section 10, Subsection F, of the Code of Ordinances, City of College Station, Texas.'

- 12 Section 410.3 (Substitution) is amended by deleting the last sentence in said section and replacing it with the following:

'Where bottle water dispensers are provided in other occupancies, drinking fountains shall not be required.'

- 13 Table 605.3 (Water Service Pipe) is amended by deleting the following materials:

Acrylonitrile butadiene styrene (ABS) plastic pipe
Asbestos – cement pipe
Polybutylene (PB) plastic pipe and tubing
Polyethylene (PE) plastic pipe
Polyethylene (PE) plastic tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) pipe

- 14 Section 606 (Installation of the Building Water Distribution System) is amended by adding section 606.8 to read as follows:

'606.8 Materials below slab. Water distribution piping installed under concrete slabs shall be copper (minimum type K), cross-link polyethylene (PEX) tubing, or cross-linked polyethylene/aluminum/ polyethylene (PEX-AL-PEX) pipe, all installed without joints or connections. Materials subject to corrosion shall be protected when exposed to concrete or corrosive soils.'

- 15 Section 606 (Installation of the Building Water Distribution System) is amended by adding section 606.9 to read as follows:

'606.9 Sleeved cross-polyethylene piping or tubing. 'When a sleeve is provided for cross-linked polyethylene (PEX) plastic piping or tubing installed under concrete slabs the

annular space between the piping or tubing and the sleeve must be caulked, foamed, or otherwise sealed to prevent the entrance of termiticide.'

- 16 Section 608.16.5 (Connections to lawn irrigation systems) is amended by deleting the first sentence in said section and replacing it with the following:

'The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric vacuum breaker, a pressure vacuum breaker assembly, a reduced pressure principle backflow prevention assembly or a double check.'

- 17 Section 701.2 (Sewer required) is amended by deleting the section in its entirety and replacing with the following:

'701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having sanitary drainage piping shall be connected to an approved sewer. Private sewage systems must comply with City of College Station's Code of Ordinances (Chapter 11, Section 2). All private sewage disposal systems must comply with the latest adopted standards of the Texas Commission on Environmental Quality and be installed under the direction of the Brazos County Health Department. The installer shall be licensed by the Texas Commission on Environmental Quality.'

- 18 Section 1003.3.4 (Hydromechanical grease interceptors and automatic grease removal devices) is amended by deleting the first sentence in said section:

AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

F. The International Property Maintenance Code adopted by reference in Section 101.4.4, 2012 International Building Code is hereby amended as follows:

1 Section 102.7 (Referenced codes and standards) is amended by adding the following exception:

'Exception: Any reference to the ICC Electrical Code shall mean the *National Electrical Code*, as adopted and amended by the City of College Station.'

2 Section 107 (Notices and orders) is amended by deleting the section in its entirety.

3 Section 108 (Unsafe Structures and Equipment) is amended by deleting the section in its entirety.

4 Section 109 (Emergency Measures) is amended by deleting the section in its entirety.

5 Section 110 (Demolition) is amended by deleting the section in its entirety.

6 Section 111 (Means of Appeal) is amended by deleting the section in its entirety.

7 Section 302.4 (Weeds) is amended by deleting the section in its entirety.

8 Section 304.3 (Premises identification) is amended by deleting the text in said section and replacing it with the following:

'Premises identification shall be in compliance with Section 501.2, 2012 International Building Code as amended.'

9 Section 304.14 (Insect screens) is amended by deleting the existing text and replacing it with the following:

'Every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm) and every swinging door shall have a self-closing device in good working condition.'

Exceptions:

1. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

2. Screens shall not be required for windows and doors enclosing habitable spaces that contain central heating and air conditioning equipment that provide mechanical ventilation.'

- 10 Section 602.3 (Heat supply) is amended by adding the following dates in the blanks provided:

 '1 October in first blank and 30 April in second blank'
- 11 Section 602.4 (Occupiable work space) is amended by adding the following dates in the blanks provided:

 '1 October in first blank and 30 April in second blank'
- 12 Section 602.4 (Occupiable work spaces) is amended by adding the following exception:

 '3. Warehouse, storage rooms and similar areas that are not occupied on a constant basis.'
- 13 Appendix A (Boarding Standard) is hereby adopted.

AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE

- G. The International Energy Conservation Code adopted by reference in Section 101.4.6, 2012 International Building Code, is hereby amended as follows:
1. Section C&R106.1 (General) is amended by adding the following to said section:

"Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station."
 2. Section C&R108.4 (Failure to comply.) is amended by inserting the following amounts in the blanks provided at the end of said section:

"twenty-five (\$25.00) in the first blank and two-thousand (\$2,000.00) in the second blank"
 3. Section C&R109 (Board of Appeals) is amended by deleting the section in its entirety.
 4. Section C402.4.1.2.3 (Building test) is amended by adding an exception:

"Exception: Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table R402.4.1.1, applicable to the method of construction, are field verified. Where required by the code official, an approved party independent from the installer of the insulation shall inspect the air barrier and insulation."
 5. Section R401.3 (Certificate) is amended by deleting the existing text from said section:

"The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall list "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater." as appropriate. An efficiency shall not be listed for gas-fired unvented room heaters, electric furnaces or electric baseboard heaters."
 6. Section R403.2.1 (Insulation (Prescriptive)) is amended by adding the following to the end of the section:

"Supply ducts in unconditioned attics may have an insulation R-Value of 6 when installed in conjunction with an air conditioner having a minimum SEER rating of 14."
 7. Section R402.4.1.2 (Testing) is amended by adding an exception:

"Exception: Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table R402.4.1.1, applicable to the method of construction, are field verified. Where required by the code official, an approved party independent from the installer of the insulation shall inspect the air barrier and insulation."
 8. Section R403.2.2 (Sealing (Mandatory)) is amended by adding the following to said section:

"3. Visual inspection option: Duct tightness shall be considered acceptable when the items listed below, applicable to the method of construction, are field verified:

Connections:

1. Seal core to collar with UL listed mastic or at least 2 wraps of UL 181 listed tape .
2. Secure connection with mechanical clamp placed over the core and tape.
3. Pull jacket and insulation back over core. Use a mechanical clamp, two wraps of UL 181 listed tape or UL listed mastic to secure insulation.

Splices

- a. Butt two cores together on a 4" length metal sleeve.
- b. Secure core and sleeve with UL listed mastic or two wraps of UL 181 listed tape
- c. Secure connection with 2 clamps placed over the taped core ends.
- d. Pull jacket and insulation back over core. Use two wraps of UL 181 listed tape or UL listed mastic to secure insulation."

9. Section R403 (Systems) is amended by adding R403.10 to read as follows:

"403.10 Heating equipment. Electrical resistance heat may be used as the primary source of heating for residential use not exceeding five hundred (500) square feet in area."

SECTION 7: NATIONAL ELECTRICAL CODE ADOPTED

A booklet entitled 'National Electrical Code 2011 Edition' as amended and as hereafter may be amended, at least one (1) copy of which is on file in the office of the Building Official of the City of College Station, Texas, is hereby adopted and designated as the Electrical Code of College Station, Texas.

AMENDMENTS TO THE NATIONAL ELECTRICAL CODE

1. Section 210.23 (A) **15- and 20 ampere circuits**. Shall be amended to delete the reference to 15 ampere branch circuits. It shall also be amended to include the following sentence after said section:

"However, a circuit of twenty (20) amperes shall not serve more than ten openings."
2. Table 210.24 **Summary of Branch-Circuit Requirements** shall be amended by placing an asterisk next to all 14 AWG conductors indicated in the table and by adding this footnote at the bottom of the table:

" * special note: Except for fixture wires in UL or other listed fixtures, no conductor of a size smaller than 12 AWG copper is allowed in branch circuit wiring."
3. Section 210.52 (B) **Small Appliances** shall be amended by adding the following subsection:

"(4) **Separate Circuit Required**. A separate circuit is required for each refrigerator, deep freeze, dishwasher, disposal, trash compactor or any other load exceeding six (6) amperes."
4. Section 210.52 (C) **Countertops** shall be amended to include after the words '...with 210.52 (C) (1) through (5). the following sentence:

"However, a separate circuit is required for microwave ovens or any other counter top appliance with a load exceeding six (6) amperes."
5. Section 210.52 (F) **Laundry Areas**. Shall be amended to include after the words '... for the laundry.' the following sentence:

"However, a separate circuit is required for a washing machine or any other laundry appliance with a load exceeding six (6) amperes."
6. Section 210.52 **Dwelling Unit Receptacle Outlets**. Shall be amended by adding the following subsection:

"(I) **Other Locations**. A separate circuit is required for each well pump or other outdoor loads exceeding six (6) amperes."
7. Article 230 **Services**. Shall be amended by adding the following section:

"230.11 **Meter Mounting Heights**. Individual meters shall be mounted at a height not greater than 5'-6" or less than 4'-6" above finished grade, measured to the center line of the meter base. Meter packs shall be mounted with its horizontal centerline not greater than 4'-6" or less than 4'-0" above finished grade."

"Exception: Meters and meter packs may be mounted at a different height by special permission of the Building Official or his designee when special conditions make the installation at the above heights impractical. "

8. Section 230.70 **General** shall be amended by adding the following subsection:

“(D) Service Disconnecting Means for Commercial Buildings and Structures. For commercial buildings and structures, the service disconnecting means shall be installed on the outside of the building or structure. A power operated disconnect switch (shunt trip) shall be permitted for service disconnects rated 1000 amps or more. All shunt trip disconnecting means shall be of the maintained contact type in an approved, lockable enclosure. All service disconnects shall be clearly marked in a permanent manner.

Exception: A power operated disconnect switch (shunt trip) may be allowed on service disconnects rated less than 1000 amps, if the applicant requests an exception from the Electrical Division and Building Official and satisfies the official that one of the following criteria has been met.

- (a) A power operated disconnect switch (shunt trip) may be used for a service disconnect rated less than 1000 amps when the building or structure is served by a single transformer and the transformer is not anticipated to be used for multiple services; or
- (b) A power operated disconnect switch (shunt trip) may be used for a service disconnect rated less than 1000 amps on an existing building or structure when space is not available to mount an external disconnect.

9. Article 230 **Services**. Shall be amended by adding the following section:

“230.70 (D) Outside Disconnect Locking Device. Factory installed key operated lock shall have an alternate locking mechanism approved by the local jurisdiction.”

10. Section 230.71 (A) **General** shall be amended to include the following sentence after said section:

“Any multi-tenant building larger than 5,000 square feet shall have a service disconnect.”

11. Section 250.52 (A) (5) **Rod and Pipe Electrodes** shall be amended by deleting the section in its entirety and replacing with the following:

“Rod and Pipe Electrodes. Rod and pipe electrodes shall not be less than eight (8) feet in length, not less than 5/8” in diameter and shall be copper coated.”

12. Section 310.106 (B) **Conductor Material** shall be amended by adding the following Exception:

“Exception: Aluminum and copper-clad aluminum is not allowed in branch circuits.”

13. Section 320.12 **Uses Not Permitted** shall be amended by deleting the section in its entirety and replacing with the following:

“Uses Not Permitted. Type AC cable shall not be permitted in commercial buildings as a wiring method.”

14. Section 334.12 (A) **Types NM, NMC, and NMS**. Shall be amended to include the following subsection:

“(11) In educational occupancies as defined by the City’s “adopted building code.”

2009 INTERNATIONAL CODES AND 2008 NATIONAL ELECTRICAL CODE SUMMARY OF SIGNIFICANT CHANGES

2012 International Building Code Overview of Changes

The scope of the International Building Code (IBC) applies to the construction, alteration, movement, enlargement, replacement, repair, use and occupancy, location, maintenance, and removal or demolition of buildings and structures. The IBC establishes the minimum requirements to safeguard the public health, safety and general welfare through structural strength, proper exits, and sanitation. The IBC is also designed to provide safety for firefighters and emergency responders from fire and other hazards associated with the buildings environment.

The 2012 IBC continues to establish minimum regulations for building systems using prescriptive and performance-related provisions. The code changes in this cycle result in technical consistency with the other *International Codes*.

New in the 2012 Edition

308.2 Definitions (A number of definitions related to care facilities have been added and some existing definitions have been revised to provide clarity and consistency in application.)

308.4 Institutional Group I-2 (A Group I-2 occupancy classification is now only applicable to those medical facilities where six or more individuals incapable of self-preservation are receiving care.)

403.6.1 Fire service access elevator (The minimum number of fire service access elevators required in applicable high-rise buildings has been increased from one to two where multiple elevators are provided in the building.)

406.5.2.1 Openings below grade (A clear horizontal space, whose minimum distance based on the depth of the open parking garage's exterior wall openings, must now be provided adjacent to any such openings located below grade.)

422 Ambulatory Care Facilities (In a multi-tenant or mixed-occupancy building where there are uses present other than an ambulatory care facility, a fire partition is now required between the care facility and those nonrelated spaces where the ambulatory care facility is intended to have at least four care recipients incapable of self-preservation at any one time.)

509 Incidental Uses (The concept of incidental uses has been clarified by eliminating the previous relationship with the mixed-occupancy provisions.)

602 Fire-Resistance Rating Requirements for Exterior Walls Based on Fire Separation Distance (Nonbearing exterior walls that are permitted to have unlimited unprotected opening based on Table 705.8 are no longer required to have a fire-resistance rating due to fire separation distance.)

706.2 Structural stability (In order to satisfy the intended objective of structural stability, the use of a double fire wall complying with NFPA 221 is now permitted as an alternative to a single fire wall.)

716.3 Marking Fire-Rated Glazing Assemblies (The allowance for the use of wired glass without compliance with the appropriate test standards has been deleted.)

903.2.2 Ambulatory care facilities (Automatic sprinkler requirements for Group B ambulatory care facilities are now regulated on a floor-by-floor basis.)

903.2.11.2 Rubbish and linen chutes (Automatic sprinkler protection requirements for rubbish and linen chutes have been clarified for consistency of application.)

905.4 Location of Class I standpipe hose connections (Requirements for roof hose connections on Class I standpipes have been clarified.)

906.1 Where required (Portable fire extinguishers are no longer required in many public and common areas of Group R-2 occupancies provided a complying extinguisher is provided within each individual dwelling unit.)

907.2.1 Group A (Requirements for a fire alarm system in a building housing two or more Group A occupancies are now based on whether or not the occupancies are in separate fire areas.)

907.2.1.2 Emergency voice/alarm communication captions (Mass notification fire alarm signals in large stadiums, arenas, and grandstands now require captioned messages.)

907.2.3 Group E (An emergency voice/alarm communications system is now required in Group E occupancies with an occupant load of 30 or more.)

907.2.11.3 Interconnection (The smoke alarm interconnection requirements are now applicable to Group I-1 occupancies and include allowances for use of wireless alarms.)

908.7 Carbon monoxide alarms (In new and existing buildings, carbon monoxide (CO) alarms are now required in Group R and I occupancies with fuel burning appliances or attached garages.)

1001.4 Fire safety and evacuation plans (A reference is now provided to the IFC provisions addressing emergency planning, procedures, and training programs in order to have consistent requirements for the development of evacuation plans.)

1005 Means of Egress Sizing (Reduced exit width factors have been established for sprinklered buildings provided with an emergency voice/alarm communication systems, and the exit width/capacity requirements are now presented in a more logical and organized layout.)

1007.3 Accessible Stairways and 1007.7 Exterior area for assisted rescue (Exterior areas for assisted rescue can now be provided on stories above the level of exit discharge. In addition, open interior exit access stairways are now recognized as accessible means of egress components.)

1009 Stairways and 1010 Ramps (Revisions have been made throughout the code to coordinate the provisions for unenclosed interior stairways and ramps that can be used as a portion of the means of egress.)

1011.2 Floor-level exit signs in Group R-1 (Where general-use exit signs are required in Group R-1 occupancies, low-level exit signs must also be provided in the means of egress serving the guest rooms.)

1013.8 Window Sills (The guard requirements for operable windows having a sill height more than 72 inches above the finished grade have been relocated from Chapter 14 to the general guard provisions of Chapter 10 and the minimum window sill height at which a guard is not required has been increased from 24 inches to 36 inches.)

2406.4 Hazardous locations (The hazardous locations identified in the safety glazing provisions have been reorganized and clarified in order to provide better consistency between the IBC and IRC.)

2012 International Residential Code Overview of Changes

The *International Residential Code* (IRC) is a stand alone code that regulates the construction of detached one-and-two family dwellings and townhouses not more than three stories in height. There have been significant changes made to the IRC since the initial 2000 edition. This overview is intended to highlight many of the changes contained in the 2012 IRC.

New In the 2012 Edition

R302.5.1 – Garage Opening Protection (Doors between the garage and dwelling until now require self-closing devices.)

R303.5 and P3103.5 – Ventilation Intake Openings (The minimum vertical clearance between a contaminant source and an outdoor air intake below has increased from 2 feet to 3 feet.)

R308.4.6 – Glazing Adjacent Stairs and Ramps (For glazing that is not considered to be in a hazardous location, the rule for the minimum height above a tread at the side of a stairway is now 36 inches to correspond to the height of a guard as previously found in the exception. Other revisions to the text clarify the meaning and application of the glazing requirements at stairways.)

R308.4.7 – Glazing Adjacent to the Bottom Stair Landing (The provisions for glazing installed near the landing at the bottom of a stairway have been revised to clarify the application. The threshold for the minimum height above the walking surface is now 36 inches for determining that the glazing is not a hazardous location.)

R314.5 – Interconnection (The code now specifically recognizes wireless technology in lieu of interconnection for smoke alarms installations in both new and existing dwelling units. The interconnection provisions have been moved out of the sections related to location and power source and places in a new section R314.5.)

R501.3 – Fire Protection on Floors (With some exceptions, the code now requires ½-inch gypsum board or equivalent material to be applied to the underside of floor assemblies in buildings regulated by the IRC.)

R602.1.1 – End-Jointed Lumber (End-jointed lumber used in fire-rated assemblies must have HRA on the grade mark.)

R802.11.1 – Roof Uplift Resistance (The provisions for roof connections to resist wind uplift forces have been updated to current standards and simplified for ease of use. Table R802.11 has been replaced to provide accurate values for both low- and high-slope roofs in Wind Exposure Categories B and C.)

R1005.7 – Factory-Built Chimney Offsets (Factory-built chimney assemblies must be installed vertically with no offsets greater than 30 degrees. No more than four elbows are permitted within entire length of the chimney assembly.)

M1502.4.2 – Duct Installation (The maximum support spacing for dryer exhaust ducts has increased from 4 feet to 12 feet. Dryer exhaust ducts now specifically require mechanical fastening. Screw fasteners are permitted to penetrate the exhaust duct no more than 1/8 inch. The maximum specified length of dryer exhaust duct has been increased from 25 to 35 feet and now matches the corresponding dryer exhaust provisions of the IMC, IFGC, and the IRC fuel-gas provisions.)

M1506 – Exhaust Openings (Minimum clearances between air exhaust terminations and openings into the building have been introduced into the IRC.)

P2801.5 – Required Water Heater Pan (The provisions for safety pans under water heaters have been clarified by prescribing such protection for water heaters with storage tanks only. Tankless water heaters do not require pans.)

2012 International Fuel Gas Code Overview of Changes

The *2012 International Fuel Gas Code* (IFGC) consolidates all code changes from the fuel gas related installations into one convenient document. It is a compilation of fuel gas related text from the International Mechanical Code, the International Plumbing Code, and the National Fuel Gas Code. The code is designed to complement the family of International Codes, including the International Mechanical Code, the International Plumbing Code, the International Fire Code, and the *International Building Code*.

The IFGC regulates fuel gas distribution piping systems, gas-fired appliance installation and gas-fired appliance venting systems for structures other than one-and-two family dwellings. Fuel gas installations associated with one-and-two family dwellings are regulated by the International Residential Code.

New in the 2012 Edition:

308.1 Scope (Gypsum board is often incorrectly thought to be a noncombustible material. Because of this misunderstanding, appliances that require a specific clearance to combustible material have not been required to maintain the required clearance to gypsum board. The code has not clarified that gypsum board is to be addressed in a manner consistent with any other combustible material when reducing clearances to combustibles.)

401.9 Identification (Each length of pipe and tubing and each pipe fitting, utilized in a fuel gas system shall bear the identification of the manufacturer.)

2012 International Mechanical Code Overview of Changes

The latest code change cycle resolved common interpretation problems and provided clarity of content to the 2012 *International Mechanical Code* (IMC). The code was also changed to reflect current design, construction and inspection methods. In order to keep the IMC up to date on new technology, requirements to assist designers, installers and inspectors as the demand for new energy sources increase.

The 2012 IMC is primarily intended to be a commercial code. Therefore, mechanical installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2012 Edition:

306.5 Equipment and appliances on roofs or elevated structures (It has been clarified that permanent access is required to equipment and appliances on a roof or elevated structure higher than 16 feet above grade, and required clearances are provided to assure access.)

505.1 Domestic systems (Domestic kitchen exhaust ducts are now required to be independent of all other exhaust systems.)

506.3.8 Grease duct cleanouts and openings (Grease duct cleanout doors are now required to be rated at a minimum of 1500 degrees Fahrenheit.)

506.3.9 Grease duct horizontal cleanouts (New requirements for the location of cleanouts in grease ducts.)

507.2 Where required (A Type I or Type II commercial kitchen hood is not required for appliances with listed integral downdraft exhaust systems.)

507.2.1 Type I hoods (Where the cooking process does not produce quantities of grease exceeding the prescribed threshold, a Type I hood is no longer required for electrical cooking appliances.)

805.3 Factory-built chimney offsets (The maximum offset in a factory-built chimney is now specified and the number of offsets has been limited.)

1101.10 Locking access port caps (Locking caps are no longer required on refrigerant access ports if the refrigeration equipment is located in a secure location.)

2012 International Plumbing Code Overview of Changes

The *2012 International Plumbing Code* (IPC) contains many changes that provide clarity of content and resolve common interpretation problems. The scope of the 2012 IPC continues to encompass the initial design of the plumbing system, the installation and construction of plumbing systems, and the maintenance of operating systems. All plumbing systems which are provided for utilization by and for the general safety and well-being of the occupants of a building are intended to be governed by the code. Plumbing installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2012 Edition

Table 403.1 Minimum Number of Required Plumbing Fixtures (Service sinks are no longer required in Group B Business and M Mercantile occupancies where the occupant load does not exceed 15.)

403.2 Separate facilities (Separate restroom facilities are not required in mercantile occupancies in which the maximum occupant load is 100 or less.)

403.3.2 Toilet room location (Opening of toilet rooms directly into food preparation areas is prohibited.)

403.3.6 Door Locking (Locking devices are now specifically prohibited on the egress door of toilet rooms designed for multiple occupants.)

403.5 Drinking fountain location (Where drinking fountains are required, the permitted locations of the fountains have been specified regarding their placement in multi-tenant facilities, similar to the permitted locations for required public toilet facilities.)

405.3.1 Water closet, urinals, lavatories and bidets (The minimum depth of a water closet compartment containing a wall-hung water closet has been reduced from 60 inches to 56 inches.)

607.2 Hot or tempered water supply to fixtures (The maximum distance between a hot water supply source and all fixtures served by the supply source has been reduced from 100 feet to 50 feet.)

903.5 Location of vent terminals (Requirements that a vent terminal located within 10 feet horizontally of a door, openable window, or other air intake opening be at least 2 feet above the top of the opening has increase the requirement to 3 feet above the top of the opening.)

1003.3.1 Alternate grease interceptor locations (Combination of grease interceptors are now allowed to be provided for renovation projects involving existing buildings where there is insufficient space or it is cost prohibitive to install a large enough in-ground interceptor to meet local sewer ordinance requirements.)

Chapter 13 Gray Water Recycling Systems (Provisions addressing gray-water recycling systems have been relocated from Appendix C to a new Chapter 13 in the body of the code.)

**2012 International Property Maintenance Code
Overview of Changes**

The 2012 *International Property Maintenance Code* (IPMC) continues to emphasize protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Providing a safe means of egress, preventing hazardous structural conditions and reducing health hazards by providing a clean, sanitary environment are the key components of the code.

The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following areas:

- Administration, enforcement and penalties associated with the code
- Determination and assignment of responsibility for code compliance among the owner, operator and occupant of a property
- Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health and comfort
- Regulating the use of existing dwelling through the establishment of occupancy limitations
- Maintenance of means of egress and fire safety, with appropriate references to the *International Fire Code*

New in the 2012 Edition

404.4.1 Room area (Every bedroom shall contain a minimum of 70 square feet and every bedroom occupied by more than one person shall contain a minimum of 50 square feet of floor area for each occupant thereof.)

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.J		

2012 International Energy Conservation Code Overview of Changes

The International Energy Conservation Code (IECC) establishes regulations for the design of energy-efficient residential and commercial buildings and structures, as well as portions of factory and industrial occupancies designed for human comfort.

The State of Texas is divided into climate zones which are used in determining applicable requirements for residential and commercial energy efficiency. Insulation, window and skylight requirements for the thermal envelope for both residential and commercial buildings are based on the climate zones. The performance criteria for compliance with residential energy efficiency requirements using simulated energy analysis are also addressed.

New in the 2012 Edition

C402.4.4 Doors and access openings to shafts, chutes, stairways, and elevator lobbies.

Doors and access openings from conditional space to shafts, chutes stairways and elevator lobbies shall be gasketed, weatherstipped or sealed.

C402.4.5 Air intakes, exhaust openings, stairways and shafts. Stairway enclosures and elevator shaft vents and other outdoor intake and exhaust openings integral to the building envelope shall be provided with dampers.

C402.4.5.2 Outdoor air intakes and exhausts. Outdoor air supply and exhaust openings shall be provided with Class IA motorized dampers with a maximum leakage rate of 4 cfm.ft².

C403.2.4.3.3 Automatic start capabilities. Automatic start controls shall be provided for each HVAC system. The controls shall be capable of automatically adjusting the daily start time of the HVAC system in order to bring each space to the desired occupied temperature immediately prior to scheduled occupancy.

C404.7.3 Covers. Heated pools and inground permanently installed spas shall be provided with a vapor-retardant cover.

C405.2.2.2 Occupancy sensors. Occupancy sensors shall be installed in all classrooms, conference/meeting rooms, employee lunch and break rooms, private offices, restrooms, storage rooms, and janitorial closets, and other spaces 300 square feet (28 m²) or less enclosed by floor-to-ceiling height partitions. These automatic control devices shall be installed to automatically turn off lights within 30 minutes of all occupants leaving the space, and shall either be manual on or shall be controlled to automatically turn the lighting on to more than 50 percent power.

**TABLE R402.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT***

CLIMATE ZONE	FENESTRATION U-FACTOR ^a	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{c,d}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ^e	FLOOR R-VALUE	BASEMENT ^f WALL R-VALUE	SLAB ^g R-VALUE & DEPTH	CRAWL SPACE ^h WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13+5 ^b	8/13	19	5/13 ⁱ	0	5/13
4 except Marine	0.35	0.55	0.40	49	20 or 13+5 ^b	8/13	19	10/13	10, 2 ft	10/13
5 and Marine 4	0.32	0.55	NR	49	20 or 13+5 ^b	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.32	0.55	NR	49	20+5 or 13+10 ^b	15/20	30 ^g	15/19	10, 4 ft	15/19
7 and 8	0.32	0.55	NR	49	20+5 or 13+10 ^b	19/21	38 ^g	15/19	10, 4 ft	15/19

For SI: 1 foot = 304.8 mm.

- R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.
- The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration. Exception: Skylights may be excluded from glazed fenestration SHGC requirements in Climate Zones 1 through 3 where the SHGC for such skylights does not exceed 0.30.
- "15/19" means R-15 continuous insulation on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. "15/19" shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulation on the interior or exterior of the home. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.
- R-5 shall be added to the required slab edge R-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Climate Zones 1 through 3 for heated slabs.
- There are no SHGC requirements in the Marine Zone.
- Basement wall insulation is not required in warm-humid locations as defined by Figure R301.1 and Table R301.1.
- Or insulation sufficient to fill the framing cavity, R-19 minimum.
- First value is cavity insulation, second is continuous insulation or insulated siding, so "13+5" means R-13 cavity insulation plus R-5 continuous insulation or insulated siding. If structural sheathing covers 40 percent or less of the exterior, continuous insulation R-value shall be permitted to be reduced by no more than R-3 in the locations where structural sheathing is used – to maintain a consistent total sheathing thickness.
- The second R-value applies when more than half the insulation is on the interior of the mass wall.

R402.2.3 Eave baffle. For air permeable insulations in vented attics, a baffle shall be installed adjacent to soffit and eave vents. Baffles shall maintain an opening equal or greater than the size of the vent. The baffle shall extend over the top of the attic insulation. The baffle shall be permitted to be any solid material.

R402.4.2 Fireplaces. New wood-burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.

R404.1 Lighting equipments (Mandatory). A minimum of 75 percent of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps or a minimum of 75 percent of the permanently installed lighting fixtures shall contain only high efficacy lamps.

2011 National Electrical Code Overview of Changes

The National Electrical Code (NEC) is published by the National Fire Protection Association and updated every three years by issuing a new edition. The City of College Station is currently operating under the 2008 Edition of the NEC.

The 2011 NEC contains several changes when compared to the 2008 NEC, most of which are designed to provide clarity for existing code provisions. However, there are some new provisions and changes included in the 2011 NEC. The following highlights some of the new additions and significant changes included in the 2011 Edition NEC.

New in the 2011 Edition

210.8 Ground-Fault Circuit-Interrupter Protection for Personnel (Garages, service bays, and similar areas where electrical diagnostic equipment, electrical hand tools, or portable lighting equipment are to be used require GFCI protection.)

240.24 (E) Location in or on Premises (To clarify that overcurrent protection devices are prohibited in the bathrooms of dwelling units, dormitories, and guest rooms or suites of hotels and motels.)

406.13 Tamper-Resistant Receptacles in Guest Rooms and Guest Suites (This section requires all 125 volt, 15 and 20 amp receptacles located in guest rooms and guest suites to be listed as the tamper-resistant type.)

406.14 Tamper-Resistant Receptacles in Child Care Facilities (This section requires tamper-resistant receptacles to be installed in child care facilities.)

680.73 Accessibility (Where the whirlpool tub is cord-and-plug connected with the supply receptacle accessible only through a service access opening, the receptacle shall be installed so that its face is within direct view and not more than 1 foot of the opening.)

2012 International Fire Code (Changes from the 2009 Edition)

- 1) Chapter 1 – **Scope and Administration**
 - a) Modification – Chapter numbers placed in new order
- 2) Chapter 2 - **Definitions**
 - a) Modification – Definition clarification.
- 3) Chapter 3 – **General Requirements**
 - a) 307.1.1. - Modification – *Prohibited open burning* - wording clarification.
 - b) 316.4 - New – *Obstructions on Roofs* - A physical guard is required for certain obstructions on roofs with less than 30-degree slope.
 - c) 317 – New – *Roof Gardens and Landscaped Roofs* - the IFC has new requirements to address fire safety concerns of roof gardens and landscaped roofs.
- 4) Chapter 5 – **Fire Service Features**
 - a) 503.4.1 – New – *Traffic Calming Devices* - Fire code official approval is required before a traffic-calming device can be constructed.
 - b) 506.1 – 607 - New – *Fire Service Elevator Keys* - The IFC has new requirements for nonstandard and standard keys for use by the fire service on elevators.
 - c) 508.1.5- Modified – *Required Features* - supplemental documentation for use by firefighters and emergency responders is now required in buildings that require a fire command center.
 - d) 510.1 – New – *Emergency Responder Radio Coverage* - The requirements formerly in appendix J are now mandatory, and a new exception to the emergency responder radio coverage system addresses the operation of the portable radios in certain facilities.
- 5) Chapter 6 – **Building Services and Systems**
 - a) 604.5 – New – *Emergency Lighting Equipment* - Testing requirements for emergency egress lighting are now established in 2012 IFC
 - b) 605.11 – New – *Solar Photovoltaic Power Systems* - Requirements for the installation of solar photovoltaic power systems on the building roofs are now established in the IFC. These requirements do not apply to buildings regulated by the IRC.
 - c) 610 – New – *Commercial Kitchen Cooking Oil Storage* - Cooking oil storage tanks in commercial kitchens must comply with new Chapter 6 requirements for these installations and Chapter 57.
- 6) Chapter 8 – **Interior Finish, Decorative Materials and Furnishing**
 - a) 803.5.2 – New – *Newly Introduced Textile Wall and Ceiling Coverings* - Requirements for new textile wall and ceiling coverings have been added.
 - b) 806.2 – Modification – *Artificial Vegetation* - an alternative method of evaluating the flame propagation of artificial vegetation or foam plastics and plastic signs in Group A occupancies is now recognized in the IFC.
 - c) 808.4 – New – *Combustible Lockers* -Lockers constructed of combustible materials must comply with chapter 8 requirements when they are an interior finish component.
- 7) Chapter 9 – **Fire Protection Systems**

- a) 901.4.6 – New – *Pump and Riser Room Size* - When provided, rooms housing fire protection systems must be adequately sized to facilitate maintenance.
- b) 901.9 – New – *Discontinuation or Change of Service* – Notice to the fire code official is now required when an alarm monitoring service is terminated or changed.
- c) 903.2.2 – Modification – *Ambulatory Care Facilities* – Automatic sprinkler requirements for ambulatory care facilities must protect the floor housing the facility.
- d) 903.2.4, 903.2.7, 903.2.9 – Modification – *Furniture Storage and display in group F-1, M, and S-1 Occupancies* – Automatic sprinkler system are now required in occupancies where upholstered furniture or mattresses are manufactured, stored, or displayed.
- e) 903.2.11.1.3 – Modification – *Basement* – Basements that are modified by the addition of a wall, partition, or fixture that can obstruct fire streams will require automatic sprinkler protection.
- f) 903.2.11.2 – Modification – *Rubbish and linen chutes* – Automatic sprinkler protection requirements for rubbish and linen chutes are clarified and improved.
- g) 903.3.5.2 – Modification – *Secondary Water supply* – Secondary water supplies must be designed to operate automatically.
- h) 903.1.1, 906.3 – New – *Certification of service personnel* – Personnel who perform maintenance on portable fire extinguisher or alternative fire-extinguishing systems must be certified by the jurisdiction or other approved organization.
- i) 904.3.2 – Modification – *Actuation* – When two or more alternative automatic fire-extinguishing systems are required to protect a hazard, all of the systems must be designed to simultaneously operate.
- j) 905.4 – Modification – *Location of class I standpipe hose connections* – Requirements class I standpipe rooftop connection and at Open Mall buildings were clarified.
- k) 906.1 – Modification - *Where required (portable fire extinguishers)* – With the exception of Group R-2 uses, portable fire extinguishers are required in any occupancy, regardless of whether it is protected by an automatic sprinkler system. R-2 occupancies can eliminate the portable fire extinguishers in many public and common areas if an extinguisher is provided within each dwelling unit.
- l) 907.2.1 – Modification - *Group A Occupancies* – Requirements for a fire alarm system in a building housing two or more Group A occupancies are now based on whether the occupancy requires separation by the IBC.
- m) 907.2.1.2 – New – *Emergency voice/alarm communication captions* – Mass notification fire alarm signals in large stadiums, arenas, and grandstands require captioned messages.
- n) 907.2.3 – Modification – *Group E fire alarm* – An emergency voice/alarm communications system is now required in Group E occupancies with an occupant load of 30 or more.
- o) 907.2.6.1.1 – Modification – *Smoke alarms and smoke detectors* – Fire alarm and detection systems and wireless smoke alarms are now recognized for installation in buildings regulated by the IFC and the IRC.

- p) 907.4.1 – Modification – *Protection of fire alarm control unit* – Fire alarm control units require protection using an approved smoke detector.
 - q) 907.5.2.1.1 – Modification – *Average sound pressure* – The strength of the audible fire alarm notification devices now must now meet a minimum sound pressure.
 - r) 908.7 – New – *Carbon monoxide alarms* – Carbon Monoxide alarms are required in Group R and I occupancies with fuel burning appliances or attached garages in new and existing buildings.
- 8) Chapter 10 – **Means of Egress**
- a) 1004.1.2, Table 104.1.2 – Modification – *Design occupant load – Areas without fixed seating* – An occupant load factor for museums and exhibit galleries has been added. The “assembly” factors that were previously used did not generally provide an occupant load that was reflective of the actual use of the space.
 - b) 1005.1 – Modification – *Means of egress sizing* – The exit width/capacity requirements are arranged in a logical and well-organized layout. Reduce exit width factors have been established for sprinklered buildings with an emergency voice/alarm communication system.
 - c) 1008.1.2 – Clarification - *Door Swing* – Door swing is determined by the entire occupant load.
 - d) 1009, 1010, 202 – Clarification – *Definitions: Exits, stairways, and ramps* – Definition clarification.
 - e) 1011.2 – Addition – *Floor-Level Exit Signs in Group R-1* – Low-level exit signs must be provided in the egress system serving guest rooms in an R-1 occupancy. These additional exit signs are required to be installed if traditional exit signs are required.
 - f) 1021.2 – Modification – *Exits from Stories* – A new section clarifies when a single exit is permitted within or from an individual dwelling unit. A separate revision allows exit to be arranged where they serve a portion of a story instead of requiring that all of the required exit from the story be accessible to all of the occupants.
 - g) 1022.5 – Modification – *Penetrations* – Penetrations of the outside membrane of the fire barrier enclosing an exit stair or ramp are permitted when the penetration is properly protected.
 - h) 1030.2 – Modification – *Reliability* – Requirements for exits reliability, security, or locking devices of egress components, furnishings in exit paths were revised to improve their intent.
- 9) Chapter 11
- a) 1102.1 – Modification – *Intent* – Requirements for applying the retroactive requirements in existing buildings were clarified.
 - b) 1103.8.1 – Modification – *Where required* – Requirements for the installation and maintenance of smoke alarms in Group R-2 occupancies were clarified to address existing buildings.
 - c) 1104.16.5.1 – New – *Examination* – Existing exterior fire escapes require an inspection by a registered design professional or persons acceptable to the fire code official no more than every 5 years.
- 10) Chapter 21 – **Dry Cleaning**

- a) 2108.2 – Modification – *Automatic sprinkler system* – A new exemption allows dry cleaning plants using Class III-A or Class III-B combustible liquids in nonsprinklered buildings.
- 11) Chapter 23 – **Motor Fuel-Dispensing facilities and Repair Garages**
 - a) 2305.1 – Modification – *Tank-filling operations for Class I, II, or III Liquids* – Class III-B combustible liquids that are dispensed as a motor vehicle fuel are subject to the chapter 23 Aboveground Storage Tank (AST) selection and equipment siting requirements.
 - b) 2305.2.2 – Modification – *Repairs and Service* – Subjective code text concerning the maintenance of fuel containment and dispensing systems was deleted.
 - c) 2311.7.2.1 – Modification – *System Design* – Gas detectors and their associated control units must be listed or approved when they are installed in vehicle repair garages or Group H-4 occupancies storing or using toxic or highly toxic gases.
- 12) Chapter 27 – **Semiconductor Fabrication Facilities**
 - a) 2703.10.1.2 – Modification – *Combustible tools* – Combustible semiconductor tools such as wet benches no longer require an automatic fire-extinguishing system when they are constructed of listed polymeric materials.
 - b) 2703.16 – New – *Sub-atmospheric-pressure gas systems* – Sub-atmospheric gas systems installed and operated in accordance with NFPA 318 are permitted in semiconductor fabrication facilities.
 - c) 2705.3.1 – Modification – *Corridors and exit enclosure* – Service corridors are not required when the amount of hazardous production material being transported is less than the maximum allowable quantity per control area.
- 13) Chapter 32 – **High-Piled Combustible Storage**
 - a) 3208.3.1 – New – *Flue space protection* – The installation of approved devices designed to protect flue spaces from obstructions can be prescribed by the fire code.
- 14) Chapter 50 – **Hazardous Materials General Provisions**
 - a) 5003.1.1(1) – Modification – *Maximum allowable quantity per Control Area* – The IFC and IBC provisions for combustible dusts will require the permit applicant to provide the code official with a technical report and opinion that assesses the hazards of the dust and process.
 - b) 5003.12 – Modification – *Outdoor Control Areas* – Outdoor storage and use of hazardous materials can now be placed adjacent to exposures when they are isolated by a 2-hour fire resistive line-of-sight barrier and the MAQ is not exceeded.
- 15) Chapter 57 – **Flammable and Combustible Liquids**
 - a) 5704.2.7.4 – New – *Emergency Venting* – The emergency vent installed on protected aboveground storage tanks located indoors no longer needs to be terminated outdoors when the tank contains Class II or Class III-A liquids.
 - b) 5705.5 – Modification – *Alcohol-Based Hand Rubs Classified as Class I or II Liquids* – Requirements for touch free alcohol-based hand rubs have been included in the IFC.
- 16) Chapter 61 – **Liquefied Petroleum Gases**
 - a) 6104.3.1 – New – *Installation on Roof Prohibited* – A stationary LP-Gas installation on the roof of a building is not allowed.

- b) 6109.15 – New – *LP-Gas Cylinder Exchange for Resale* – New requirements regulate the design, operate, and maintenance of automated cylinder exchange stations and the LP-Gas exchange cabinets that are accessible to the public.

17) Appendices

- a) D105.1 – Modification – *Where Required* – Measurements of building height for aerial apparatus access roadways are based on the grade plane.

**December 8, 2011
Regular Agenda Item No. 2
Rezoning for 300 Texas Avenue South**

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.97 acres located at 300 Texas Avenue South from C-1 General Commercial and R-4 Multi-Family to PDD Planned Development District.

Relationship to Strategic Initiatives: Financially Sustainable City, Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy, Sustainable City

Recommendation(s): The Planning and Zoning Commission considered this item at their November 17, 2011 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Urban and part of Redevelopment Area II on the Comprehensive Plan Future Land Use and Character Map. The Comprehensive Plan describes Urban as:

This land use designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. General commercial and office uses, business parks, and vertical mixed-use may also be permitted within growth and redevelopment areas.

Redevelopment Area II: Texas Avenue, University Drive, and Harvey Road is described by the Comprehensive Plan in the following manner:

This area includes a number of underperforming land uses that, due to their proximity to two of the busiest corridors in the City, are poised for redevelopment. Much of the area is currently subdivided into small lots, making it difficult to assemble land for redevelopment....The proximity of existing neighborhoods and the Texas A&M University campus requires careful site planning and appropriate building design. These efforts should be complimentary to the Area V: Hospitality corridor plan, the neighborhood plan for the Eastgate area, and the Texas A&M University Campus Master Plan and should focus on bringing vertical mixed use and other aspects of urban character to this portion of the City.

The proposed PDD zoning with associated Concept Plan is consistent with the objectives of the Comprehensive Plan to redevelop and consolidate underperforming properties in

this area of the City. With redevelopment, there is the potential to utilize a RDD Redevelopment District overlay to address some of the unique circumstances that are common to redeveloping areas. A PDD was chosen as the rear portion of the proposed development is zoned R-4 Multi-Family which does not permit a hotel use and a PDD can also address issues that are identified in redeveloping the properties.

Four properties with abandoned or vacant commercial and multi-family uses are proposed to be consolidated and redevelopment as a four to six story hotel. The opportunity for vertical mixed use on these properties are limited by the configuration of the property, its mid-block location on Texas Avenue between University Drive and Hensel Drive, and other adjacent hotel and restaurant uses not likely to redevelop in the near future.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed hotel use is compatible with the nearby zoning districts and adjacent hotel and restaurant uses.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed hotel use will be compatible with the adjacent hotel and restaurant uses and provide additional opportunity for visitors to the area to stay in closer proximity to key destinations.
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:** Currently 1.42 acres of the property is zoned C-1 General Commercial and 0.56 acres is zoned R-4 Multi-Family. While these zoning districts are viable in this area of the City, the consolidation of these properties into a single district will allow the property to be developed at a greater intensity.
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:** The property is marketable with the current zoning districts. Though the proposed zoning will limit the property solely to a hotel use, it is a highly marketability use of the property.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 8-inch and 12-inch water mains available to serve this property. There are also existing 8-inch sanitary sewer lines which may provide service to the site. Drainage is mainly to the north within the Burton Creek Drainage Basin. Access to the site will be available via Texas Avenue on the northeast side of the property and a future Public Way to the southeast which will ultimately connect to University Drive. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure with proposed modifications appear to be adequate for the proposed use.

REVIEW OF CONCEPT PLAN

The requested rezoning and associated Concept Plan propose a four to six story hotel that consists of more than 50,000 gross square feet in area. The development will use the dimensional standards of the C-1 General Commercial zoning district while limited to a hotel use. The proposal seeks to redevelop one commercial lot and three multi-family lots with

the site having access to Texas Avenue and the former Meadowland Street in rear, which will become a future Public Way. Cross access is proposed to the adjacent properties and pedestrian connections provided to each of the access points.

Meritorious Modifications

In redeveloping a site that is surrounded by existing development and constrained by existing conditions, some meritorious modifications are appropriate for consideration. In addition, this area is designated as a Redevelopment area on the Comprehensive Plan and acknowledges some role to encourage redevelopment may be necessary. Some modifications result from the intended urban nature of the proposed development and some are due to the suburban style of some of the applicable development regulations. The applicant is requesting the following meritorious modifications:

1. **UDO Section 7.2.I, Table “Minimum Off-Street Parking Requirements”:** Hotel uses are required to provide one parking space for every hotel room and one parking space for every 200 square feet of meeting room. The applicant proposes to meet the one space per room requirement but not the additional spaces for a meeting room. The proposed meeting room is less than 600 square feet so only three additional spaces would be required. The hotel is anticipated to have over 100 parking spaces for the rooms that will be provided. Due to a shared parking agreement with the adjacent fourplex property in the rear, this site is also required to provide four parking spaces related to the fourplex use.
2. **UDO Section 7.9.B.6.a “Parking Lots”:** Non-residential developments that are required to meet the non-residential architecture standards are to have a minimum 10-foot setback for parking spaces from the edge of right-of-way or Public Way. Other developments and those located in Northgate districts require only a six-foot parking setback. The applicant proposes to use an eight-foot parking setback along Texas Avenue and six-foot setback along the proposed Public Way in the rear. The reduction along in the rear provides adequate dimensions for parking rows for the development while still providing area for the former Meadowland Street to be converted into a Public Way with a five-foot sidewalk.
3. **UDO Section 7.9.E.4.d “Pedestrian / Bike Circulation and Facilities”:** This section requires building plots in excess of 50,000 gross square feet to have a 10-foot sidewalk along the frontage of façades facing a public right-of-way. This section is intended for commercial areas that are commonly one-story and where an expanded sidewalk is necessary to accommodate the pedestrian traffic along and between buildings associated with larger developments. The proposed hotel has a façade of only about 70 feet in width as most of its 50,000+ gross square feet accumulates from its multiple stories. The applicant proposes sidewalks in the front and rear of the building, though less than 10 feet in width as the wider sidewalk is not necessary to accommodate the amount of pedestrian traffic that is anticipated. Sidewalk connections are proposed to Texas Avenue, the Public Way in the rear, and the adjacent restaurant.
4. **UDO Section 7.9.E.3.b “Landscaping”:** This section requires building plots in excess of 50,000 gross square feet to locate tree wells along 15% of the linear length of façades facing a public right-of-way. With a narrower façade width, the applicant proposes to locate the trees wells along the Public Way in the rear to provide a more urban characteristic to this roadway.
5. **UDO Section 7.2.C.7 “Dimensions and Access”:** This section requires that parking located within 15 feet of a right-of-way or Public Way only have up to seven contiguous parking spaces separated by a double landscape island (18-foot wide). The applicant proposes to remove this requirement along the Public Way in the rear to allow more of

the property to be utilized for additional parking spaces. Developments in the Northgate districts do not have this interior island requirement to allow the property to be developed more intensely.

6. **UDO Section 7.3.C.3 "Spacing of Driveway Access":** Based on current driveway spacing requirements, a new driveway would not be able to be located on the property as it would be too close to other existing driveways. In discussions with TxDOT, a driveway on this property can be considered if cross access is provided to the adjacent properties. It is anticipated that a median on Texas Avenue or driveway consolidation in the future will allow this driveway to serve as an access point for multiple properties.

Review Criteria for PDD Concept Plans:

1. **The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The proposed hotel is a hospitality use that is in harmony with other hotel and restaurant uses in the area. The redevelopment of these underperforming properties provide the opportunity for a long term use for the property.
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:** As described in the Review Criteria section above, this area is designated as Urban and part of Redevelopment Area II on the Comprehensive Plan. The proposed Concept Plan consolidates four properties and helps redevelop a portion of this aging part of the City into a multi-story hotel.
3. **The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed hotel use is compatible with the other hotel and restaurant uses in the area.
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:** The proposed hotel use will access Texas Avenue, a major arterial, in the front and the former Meadowland Street, a future Public Way, to the rear.
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** As part of the redevelopment of these property, a replat to consolidate the four lots into one is required. The replat will provide public utility easements for the existing City of College Station sanitary sewer force main and BTU electric facilities on the property. In addition, a public access easement and the necessary improvements to convert the former Meadowland Street at the rear of the property into a Public Way will occur.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The proposed development redevelops three of the four fourplex properties along the former Meadowland Street. When the four fourplexes were developed in 1981, each fourplex was required to have eight parking spaces and shared access and parking facilities were provided for the four lots. The proposed Concept Plan provides maintains the shared parking by providing the four additional parking spaces that the remaining fourplex lot does not have located on its property. Cross access is also provided to the adjacent properties.
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: The amount of vehicle trips generated by the proposed hotel does not exceed the threshold that requires a traffic impact analysis to be performed. The proposed use will access Texas Avenue in the front and provide cross access easements to each of the adjacent properties. The site will have also access the proposed Public Way at the rear of the property through the shared driveway and access easement already provided. Sidewalks will be provided along Texas Avenue, the Public Way, and sidewalk connections will be provided from these streets to the hotel building and the adjacent restaurant use. Bike racks will be provided on the site when it redevelops.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – November 17, 2011
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: November 17, 2011
Advertised Council Hearing Dates: December 8, 2011

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

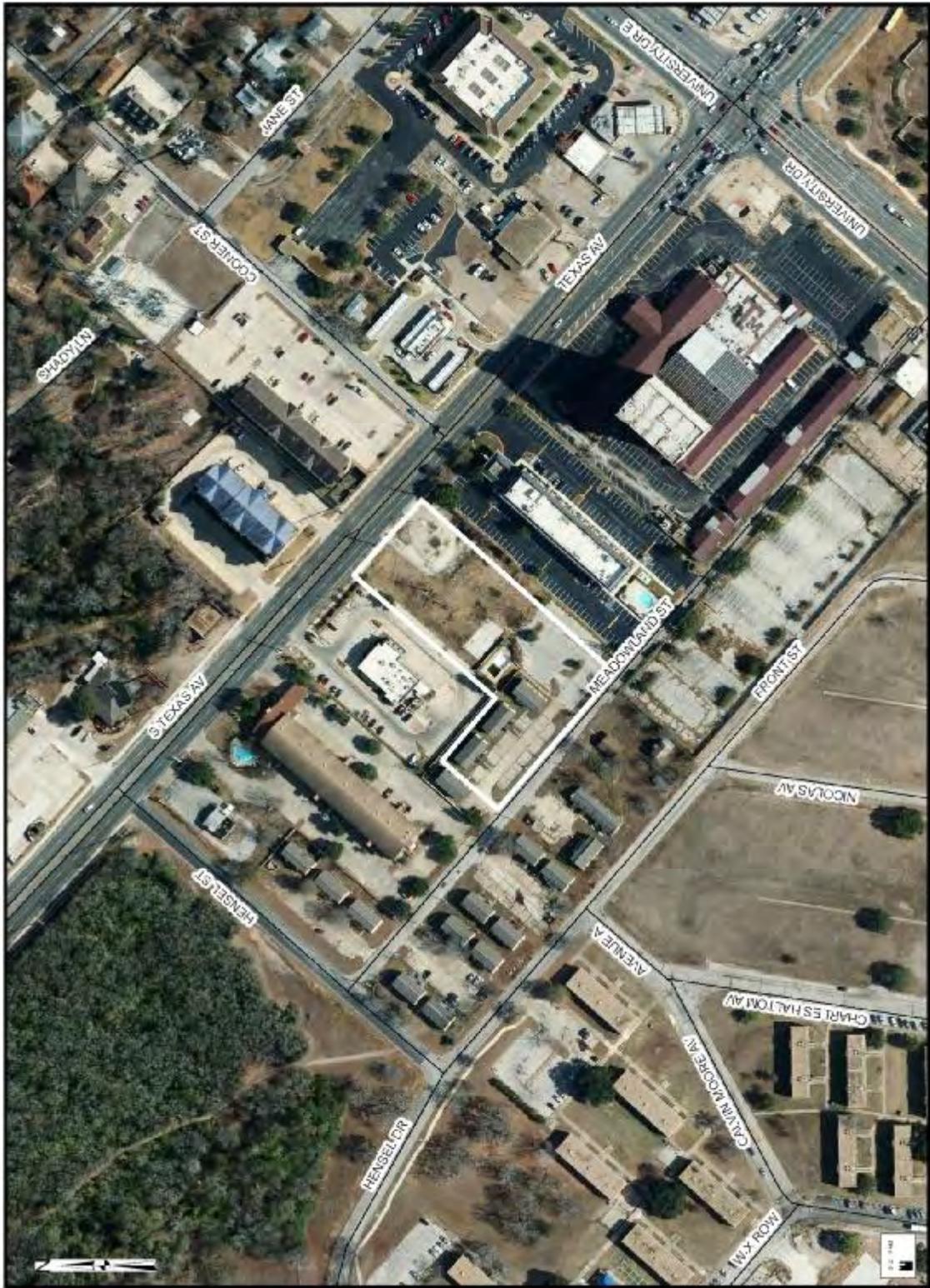
Property owner notices mailed: Ten
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: Two

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
Northwest	Urban & Redevelopment	C-2 Commercial Industrial R-4 Multi-Family	Restaurant Fourplex
Northeast	Urban & Redevelopment (across Texas Avenue, major arterial)	C-1 General Commercial	Hotel
Southeast	Urban & Redevelopment	C-1 General Commercial	Hotel
Southwest	Urban & Redevelopment	R-4 Multi-Family	Fourplexes

DEVELOPMENT HISTORY

Annexation: 1939
Zoning: C-1 General Commercial and R-4 Multi-Family
Final Plat: Lodgeco Subdivision Lot 2 replat (1993), Northpark Section II (1981)
Site development: Existing development includes abandoned parking and slab areas of former businesses, satellite parking area for former University Tower and three vacant fourplexes.

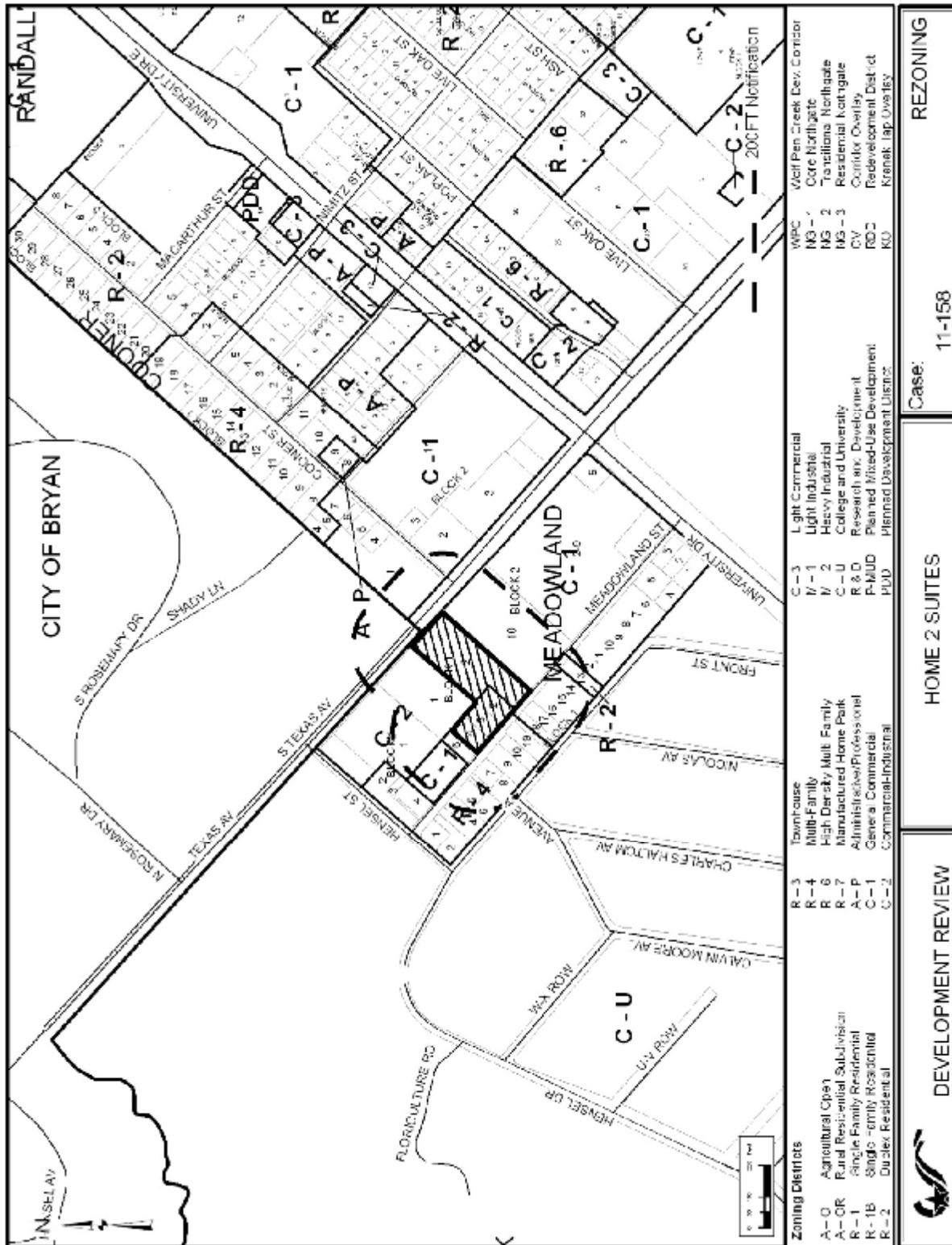


REZONING
Case: 11-158

HOME 2 SUITES

DEVELOPMENT REVIEW





Case: 11-158

HOME 2 SUITES

DEVELOPMENT REVIEW





MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
November 17, 2011, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman Jodi Warner, Bo Miles, Craig Hall, Jerome Rektorik, Jim Ross, and James Benham

COMMISSIONERS ABSENT: Mike Ashfield

CITY COUNCIL MEMBERS PRESENT: Blanche Brick

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Joe Guerra, Alan Gibbs, Erika Bridges, Jason Schubert, Jennifer Prochazka, Morgan Hester, Venessa Garza, Adam Falco, Brittany Caldwell, and Carrie McHugh

1. Call meeting to order.

Acting Chairman Warner called the meeting to order at 7:00 p.m.

Regular Agenda

6. Public hearing, presentation, possible action, and discussion regarding a request to rezone 1.97 acres located at 300 Texas Avenue South from C-1 General Commercial and R-4 Multi-Family to PDD Planned Development District. **Case # 11-00500158 (JS) (Note: Final action on this item is scheduled for the December 8, 2011 City Council Meeting - subject to change)**

Principal Planner Schubert presented the meritorious modifications and the rezoning and recommended approval.

There was general discussion amongst the Commission regarding the rezoning.

Acting Chairman Warner opened the public hearing

No one spoke during the public hearing.

Acting Chairman Warner closed the public hearing.

Commissioner Benham motioned to recommend approval of the meritorious modifications and the rezoning. Commissioner Miles seconded the motion, motion passed (6-0).

8. Adjourn.

Commissioner Rektorik motioned to adjourn the meeting. Commissioner Benham seconded the motion, motion passed (6-0).

The meeting was adjourned at 7:40 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; 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 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B", and as shown graphically in Exhibit "C" and Exhibit "D", attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 8th day of December, 2011

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from C-1 General Commercial to PDD Planned Development District:

Lodgeco Subdivision Lot 2

The following properties are rezoned from R-4 Multi-Family to PDD Planned Development District:

North Park Section II, Lots 2, 3, and 4

EXHIBIT "B"

The purpose of the PDD zoning district is to redevelop and consolidate four lots for a multi-story hotel ranging between four to six stories in height. The development will use the dimensional standards of the C-1 General Commercial zoning district while limited to a hotel use. The development is required to replat into one lot and include the former Meadowland Street at rear for a proposed Public Way or right-of-way. Cross access is provided to adjacent properties and pedestrian connections provided to each of the access points. The Concept Plan is provided as Exhibit "C."

Meritorious Modifications

Through the PDD, the following meritorious modifications have been granted:

1. **Unified Development Ordinance Section 7.2.I, Table "Minimum Off-Street Parking Requirements"**: A minimum of one parking space is required per hotel room but not the additional parking requirements (1 space : 200 sq ft) for a meeting room of up to 600 square feet.
2. **Unified Development Ordinance Section 7.9.B.6.a "Parking Lots"**: The minimum 10-foot setback for parking spaces from the edge of a public right-of-way or Public Way is reduced to eight feet along Texas Avenue and six feet along the Public Way in the rear (former Meadowland Street).
3. **Unified Development Ordinance Section 7.9.E.4.d "Pedestrian / Bike Circulation and Facilities"**: The 10-foot sidewalk along the frontage of façades facing a public right-of-way or Public Way for building plots in excess of 50,000 gross square feet is not required. Sidewalks are proposed along the front and rear of the building and sidewalk connections to Texas Avenue, the Public Way, and the adjacent restaurant site.
4. **Unified Development Ordinance Section 7.9.E.3.b "Landscaping"**: The required tree wells along façades facing a public right-of-way or Public Ways for building plots in excess of 50,000 gross square feet may be relocated from the façade areas to the Public Way.
5. **Unified Development Ordinance Section 7.2.C.7 "Dimensions and Access"**: For parking located within 15 feet of a public right-of-way or Public Way, the requirement for a double landscape island separating parking rows of seven contiguous parking spaces is eliminated for the parking spaces along the proposed Public Way.
6. **Unified Development Ordinance Section 7.3.C.3 "Spacing of Driveway Access"**: Allow a driveway to Texas Avenue that does not meet standard driveway spacing requirements if the driveway is approved by TxDOT and cross access is provided to the adjacent properties.

December 8, 2011
Regular Agenda Item No. 3
Gilchrist Avenue On-street Parking Removal

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along the south side of Gilchrist, west side of a section of Ashburn, and within 30 feet of the intersections of Gilchrist with Ashburn and Marsteller.

Relationship to Strategic Goals: Neighborhood Integrity – Continued planning with neighborhood residents to address concerns and capitalize on opportunities.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: While responding to an issue on Munson Avenue during the College Hills Elementary School parent drop-off time, city staff noticed a parking issue along Gilchrist created by parents parking on the street and walking their kids to school instead of waiting in the drop-off line on Francis. That same day, a letter was received from College Station Independent School District documenting the exact issue staff was concerned about. The letter requested that the city evaluate and address the parking situation on Gilchrist.

The issue was discussed during the October Traffic Management Team (TMT) meeting and the TMT recommended that parking be removed from Gilchrist to insure emergency vehicle access along the street. After meeting with CSISD representatives and getting their input, a public meeting with the area residents was set and advertised. City and school district staff attended the public meeting with the residents on October 26, 2011 to discuss the problem, gather their input and develop an agreeable solution. Based on the residents' input, a parking removal plan was developed.

Staff mailed postcards informing the residents about tonight's meeting and the proposed parking removal.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Project Location Map
3. Support letters CSISD

ORDINANCE NO. _____

AN ORDINANCE AMENDING TRAFFIC CONTROL DEVICE INVENTORY - SCHEDULE XIV AS REFERENCED IN CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E (1) 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 Traffic Control Device Inventory - Schedule XIV as referenced in Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations," E (1), 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 liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after 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 _____, 2011.

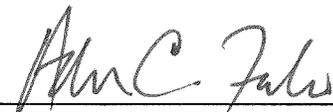
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

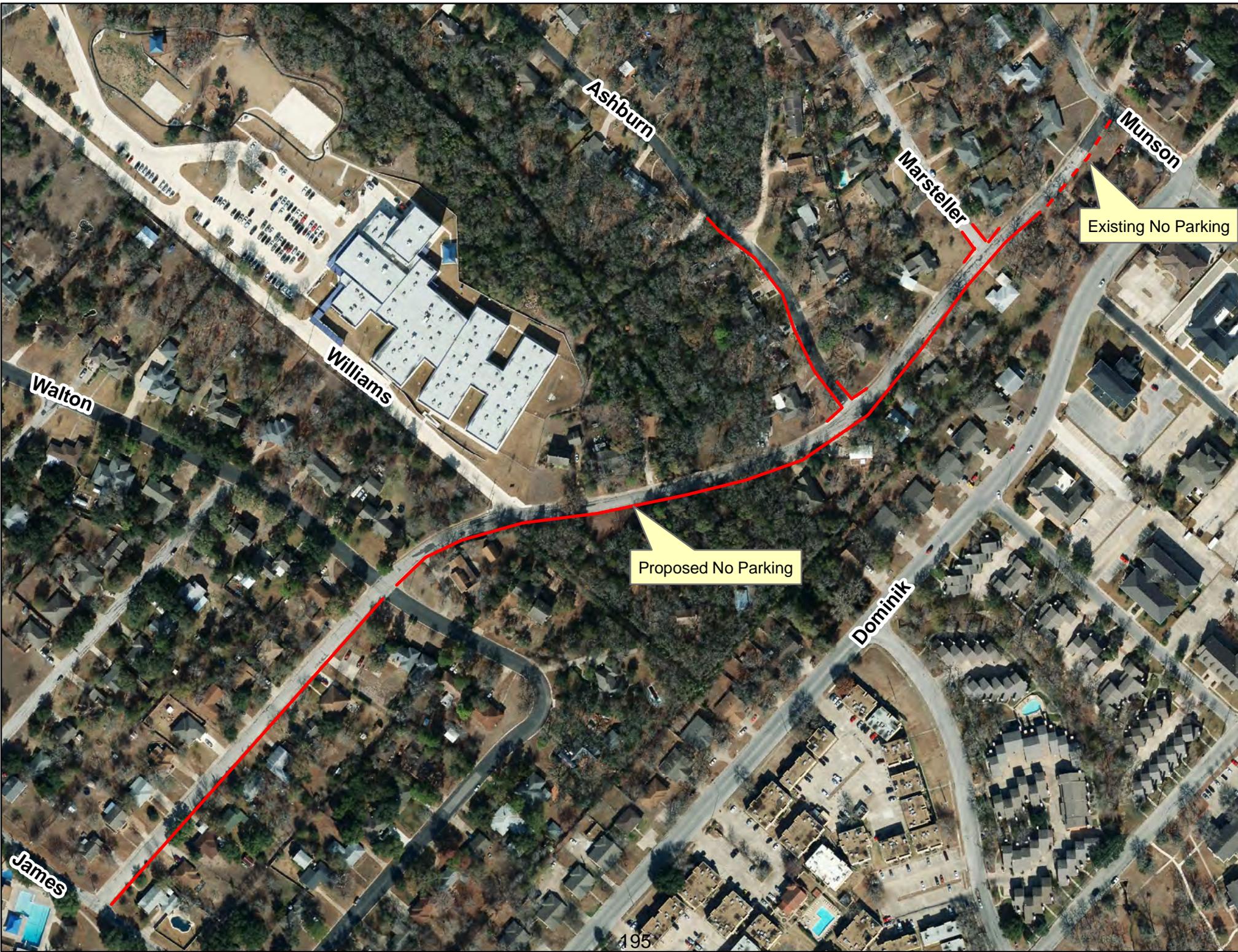


City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory - Schedule XIV as referenced in Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations," E (1), hereby amended to include the following:

- 1. Gilchrist Avenue** – No Parking, Standing, or Stopping on the south side of Gilchrist Avenue between James Parkway and Munson Avenue. No Parking, Standing, or Stopping on the north side of Gilchrist Avenue within 30 feet of the intersections Ashburn Avenue and Marsteller Avenue.
- 2. Ashburn Avenue** – No Parking, Standing, or Stopping on the west side of Ashburn Avenue beginning at the intersection of Gilchrist and extending north 480 feet. No Parking, Standing, or Stopping on Ashburn Avenue within 30 feet of the intersection with Gilchrist Avenue.
- 3. Marsteller Avenue** – No Parking, Standing, or Stopping on Marsteller Avenue within 30 feet of the intersection with Gilchrist Avenue.



Ashburn

Munson

Marsteller

Existing No Parking

Williams

Walton

Proposed No Parking

Dominik

James



College Station Independent School District

Success...each life...each day...each hour

October 27, 2011

Mr. Troy Rother, PE
Traffic Engineer
City of College Station
P.O. Box 9960
College Station, TX 77842

Dear Mr. Rother:

A new school year has begun, and we continue to have an issue with parents parking on both sides of Gilchrist Avenue when they drop their kids off and pick their kids up from College Hills Elementary School. Over the last three school years, the principal has made announcements, spoken to the PTO, sent home fliers and even put a faculty member on duty on the Gilchrist end of Williams Street to help dissuade parents from stopping there. These measures have only worked for a brief time until folks reverted back to their previous habits.

The narrowness of the street makes it very difficult for one car (much less two) to pass through when people are parked on both sides of the street. Emergency vehicles, if they had to respond to a call, would not be able to get through the area. As you know, our administration is concerned that situation will cause someone to get hurt.

We appreciate the response from you and the folks at the city regarding this issue. I know that CSPD, CSFD, planning and development, legal services and others battle planned various approaches to improving the situation for our students and for our neighbors in the area. The proposed solution you presented at the neighborhood meeting on October 26, 2011 seems well thought out and is something that College Station ISD can support.

Specifically, the district supports enacting a no parking restriction on the south side of Gilchrist Avenue, from Walton Drive to Marstellar Avenue. We believe that allowing parking only on the north side of Gilchrist Avenue will allow two lanes of traffic to flow through the area during our peak times of 7:30 to 8:00 a.m. and 2:45 to 3:15 p.m. In addition, the lack of additional parking on the south side of Gilchrist, would dissuade many of our parents from parking in that area. We believe that more people would use the intended parent drop off loop off Francis Drive.

Some of the community members at the October 26th meeting supported extending the no parking restriction on the south side of Gilchrist Avenue from Munson Avenue to Thomas Park



College Station Independent School District

Success...each life...each day...each hour

Pool. Others in attendance advocated taking the parking restrictions at least part of the way up Ashburn Avenue. The district agrees that increasing the scope of the parking restrictions on one side of the street will help with traffic flow over a 24 hour period. However, we do not feel it is necessary to go that far with the parking restrictions to alleviate the daily issues related to pick up and drop off at College Hills.

Please know that the school district and College Hills Elementary want to work with the city and our neighbors to make the situation as safe as possible for everyone in the area. Please let me know how else we can aide in this process.

Truly,

A handwritten signature in blue ink, appearing to read "Clark C. Ealy".

Clark C. Ealy, Ph.D
Deputy Superintendent for Administrative Services
College Station ISD

cc: Dr. Eddie Coulson
Mrs. Jane Rankin

December 8, 2011
Regular Agenda Item No. 4
Graz and Vienna On-street Parking Removal

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along sections of Graz, Vienna, and Arnold streets in the Edelweiss subdivision.

Relationship to Strategic Goals: Neighborhood Integrity – Continued planning with neighborhood residents to address concerns and capitalize on opportunities.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: The Edelweiss HOA contacted the city and officially requested that parking be removed from one side of Graz Drive and Vienna Drive. They expressed concern that parking on both sides of these residential streets makes it difficult for typical passenger vehicles to travel along the streets, and likely impossible for emergency vehicles. The Fire Department agreed that parking on both sides of these 27-foot wide streets make it difficult for emergency vehicles to pass and/or responders to access the compartments of the vehicle.

Because the streets were designed with large curves, removing parking from one side of the streets without evaluating the sight distances would cause problems. City staff worked with the HOA to develop a plan to address the initial concern without creating sight distance restrictions. The HOA then approached the residents and property owners to determine the level of support for the plan by going door-to-door and mailing information about the plan.

The HOA was able to collect the following information from the residents about the plan:

36 FOR
14 AGAINST
8 UNDECIDED
34 NON-ANSWER

The eight votes cast as undecided did not care and were willing to support the majority. The HOA attempted on multiple occasions and in multiple ways to solicit a response from the properties that were initially nonresponsive, but were not successful.

Staff mailed postcards informing the residents about tonight's meeting and the proposed parking removal.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Project Location Map
3. Response Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE TRAFFIC CONTROL DEVICE INVENTORY - SCHEDULE XIV AS REFERENCED IN CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E (1) OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, 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 **TRAFFIC CONTROL DEVICE INVENTORY - SCHEDULE XIV AS REFERENCED IN CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E (1)** 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 liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after 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 _____, 2011.

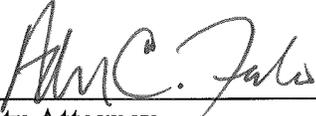
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

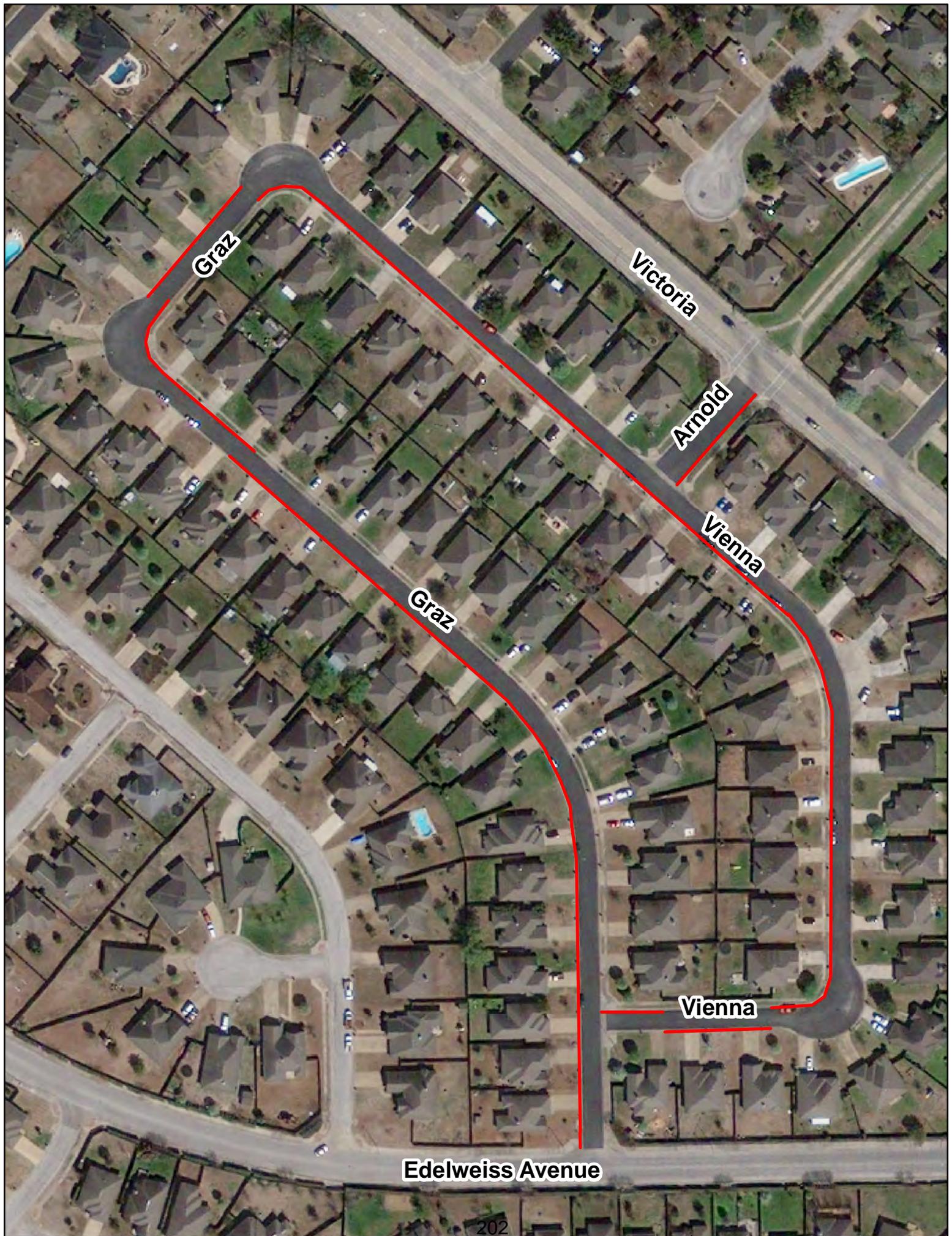


City Attorney

EXHIBIT "A"

That the **Traffic Control Device Inventory - Schedule XIV** as referenced in **Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations," E (1)**, is hereby amended to include the following:

1. **Graz Drive** – No Parking on the west side of the street beginning at the intersection with Edelweiss Avenue and extending 1000 feet north. No Parking on the east side of the street beginning at the property line between 3519 and 3521 Graz Drive and extending north 245 feet. Then beginning at the property line between 3506 and 3508 Graz, No Parking on the west side of the street for the next 165 feet.
2. **Vienna Drive** – No Parking on the North side of Vienna beginning at the intersection with Graz and extending east 75 feet. Beginning at that point, No Parking on the south side of the street extending 130 feet east. Then at that point, No Parking on the north/west side of Vienna for the next 1380 feet.
3. **Arnold Road** – No Parking on the south side of the street between Vienna and Victoria Avenue.



Graz

Victoria

Arnold

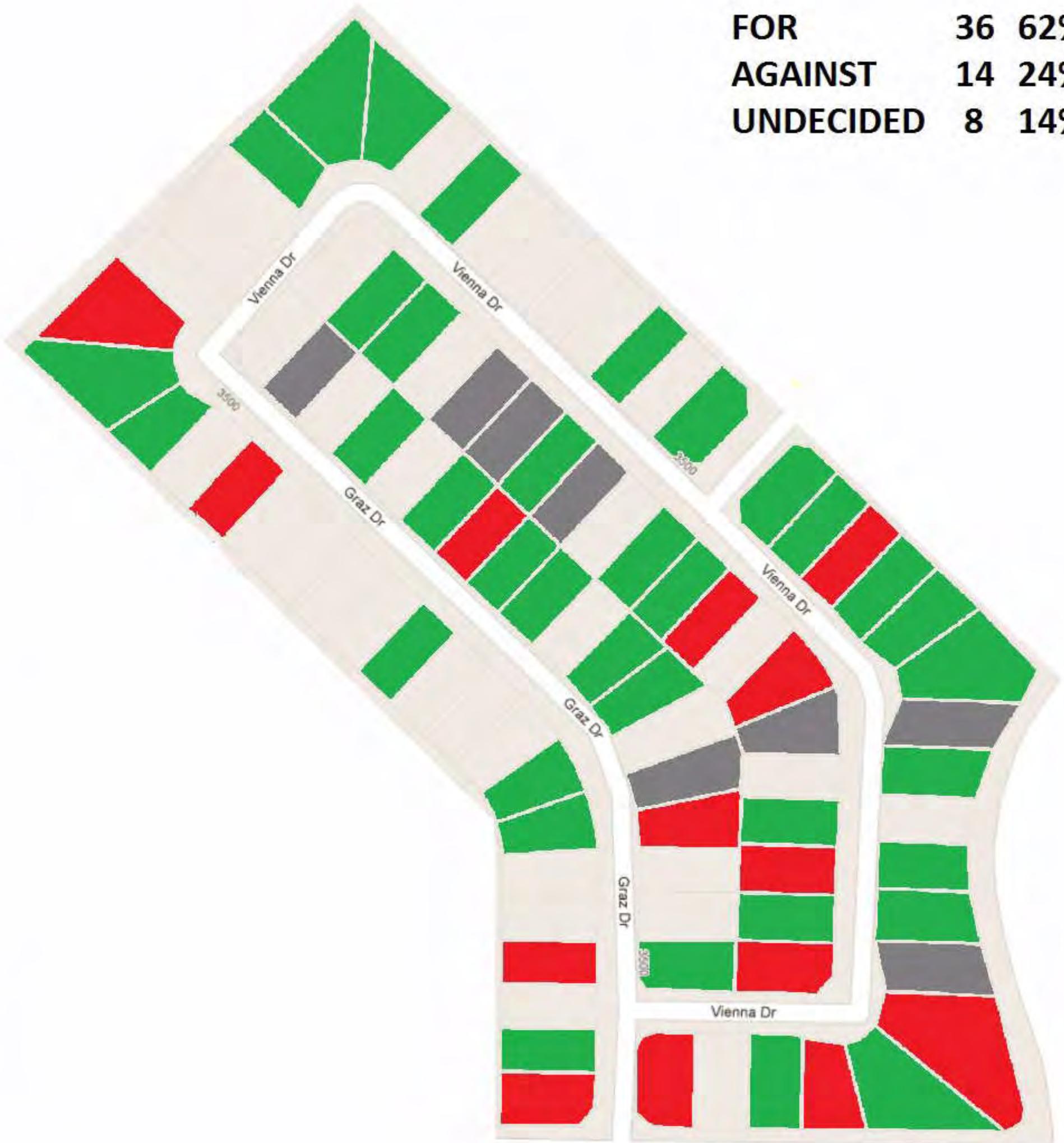
Vienna

Graz

Vienna

Edelweiss Avenue

FOR	36	62%
AGAINST	14	24%
UNDECIDED	8	14%



**December 8, 2011
Regular Agenda Item No. 5
Super Freeport Ordinance**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance of the City of College Station declaring certain goods-in-transit to be subject to taxation by the City of College Station and not exempt from taxation under the Super Freeport exemption contained in Texas Tax Code Section 11.253.

Recommendation(s): Staff recommends Council hold the public hearing and adopt an ordinance to opt out of this exemption.

Summary: During the 2011 special legislative session the Legislature passed Senate Bill 1 codified as Section 11.253 of the Property Tax Code creating an exemption for certain "goods in transit." This means certain inventory temporarily held by companies in warehouses within a city while awaiting shipping to other locations within or outside of Texas will be exempt from ad valorem taxation starting in 2012.

The Super Freeport exemption can be described as a local option property tax exemption of the "opt out" variety. This means the exemption automatically applies to a city unless a city takes action to void the exemption.

The Super Freeport exemption automatically applies to a city unless the City takes two actions by December 31, 2011: (1) holds a public hearing at which members of the public are allowed to speak for or against the taxation of super Freeport goods; and (2) adopts an ordinance stating it wishes to continue taxing super Freeport goods.

If a city elects to opt-out, it can later rescind the action and extend the exemption.

This exemption works in a similar way to the Freeport exemption which exempts goods held temporarily in warehouses within a City that are shipped outside of the State of Texas. The City of College Station has had the Freeport exemption in place since 1990.

Adoption of the ordinance preserves the City Council's option to tax or not tax the referenced property.

Budget & Financial Summary: The impact of enacting the Super Freeport Exemption is not known at the current time. However, the Freeport exemption resulted in exempting \$8.25 million in property in 2012. This equates to approximately \$36,000.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE AD VALOREM TAXATION OF TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, SECTION 11.253; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, THE 82ND Texas Legislature in Special Session, enacted Senate Bill 1, to take effect on September 1, 2011, which would require a taxing unit to take action, in the required manner, after October 1, 2011, to provide for the taxation of goods-in-transit; and

WHEREAS, Tex. Tax Code 11.253(j-1) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

WHEREAS, the City Council of the City of College Station, having conducted a public hearing as required by Section 1-n (d), Article VIII, Texas Constitution, and Tex. Tax Code 11.253(j-1) is of the opinion it is the best interests of the City to continue to tax such goods-in-transit;

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

PART 1: The goods-in-transit, as defined by Texas Tax Code Section 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82nd Texas Legislature in Special Session, shall remain subject to taxation by the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

December 8, 2011
Regular Agenda Item No. 6
Resolution Revising the Sale Price of Cemetery Spaces for the
College Station Municipal Cemetery System

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution changing the sales price of cemetery spaces for the College Station Municipal Cemetery System.

Relationship to Strategic Goal: Financially Sustainable City;
 Core Services and Infrastructure

Recommendation(s): After reviewing the history of the fee schedule for the cemeteries, staff recommends the following price structure which is partially reflected in the pro forma developed for the Memorial Cemetery of College Station. The recommended price structure equates to an average 10% increase. The staff recommended price structure is:

<u>College Station Cemetery</u>		<u>Memorial Cemetery of College Station</u>		
			<u>Municipal</u>	<u>Aggie Field of Honor</u>
-Standard space	\$1,250	-Standard space	\$1,250	\$2,500
-Cremate space	\$400	-Columbaria niche	\$750	\$1,500
-Infant space	\$200	-Infant space	\$200	N/A

The new pricing, if approved, would be effective as of January 1, 2012. The last increase was in September 2009. During the Cemetery Advisory Committee meeting of June 7, 2011, the Committee made a recommendation to the City Council to maintain the current price structure for the cemetery system.

Summary: The price structure of cemetery spaces in the College Station Municipal Cemetery System are the same price for like cemetery spaces at both of the City's cemeteries. The only differences in sale prices between the two cemeteries is that only the College Station Cemetery has cremate spaces for sale, and only the Memorial Cemetery has columbaria niches for sale.

Budget & Financial Summary: The approval of this resolution is needed so that the College Station Municipal Cemetery system can continue its efforts to meet its financial obligations for the new fiscal year. Sales revenue for FY 2009 was \$379,099; FY 2010 was \$369,221; and for FY 2011 was \$351,157. The projected revenue for FY 2012 is approximately \$375,000.

Attachments:

1. Resolution # _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE SALE PRICE OF CEMETERY SPACES IN THE COLLEGE STATION MUNICIPAL CEMETERY SYSTEM, AUTHORIZING THE MAYOR TO EXECUTE WARRANTY DEEDS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas, owns and has within its boundaries a tract known as the College Station Cemetery located at 2580 Texas Avenue South, a plat of which is filed in the Deed Records of Brazos County, Texas; and owns and has within its boundaries a tract known as the Memorial Cemetery of College Station located at 3800 Raymond Stotzer Parkway, a plat of which is filed in the Deed Records of Brazos County, Texas; and

WHEREAS, the City Council of the City of College Station, Texas, has established Rules and Regulations governing the College Station Cemetery and the Memorial Cemetery of College Station, being Chapter 1, Section 29 of the Code of Ordinances of the City of College Station, and, furthermore, has authorized the sale and conveyance of certain parcels of land designated and described as cemetery spaces; now; therefore,

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the College Station Cemetery:

1. Each single space, approximately five feet (5') by ten feet (10'), shall be One Thousand, Two Hundred Fifty Dollars (\$1,250.00).
2. Each single cremate space, approximately two and one-half feet (2- 1/2') by two and one-half feet (2-1/2'), shall be Four Hundred Dollars (\$400.00).
3. Each single infant space, approximately four feet (4') by five feet (5'), shall be Two Hundred Dollars (\$200.00).

PART 2 Funds generated from space sales within College Station Cemetery shall have the following utilization:

1. 100% of the proceeds from the sale of spaces shall be placed in the Endowment Fund for the College Station Cemetery for the future care, maintenance, operations, and improvements to the cemetery.

PART 3: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the Memorial Cemetery of College Station:

1. Municipal Sections:
 - a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be One Thousand, Two Hundred Fifty Dollars (\$1,250.00).
 - b. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be Seven Hundred Fifty Dollars (\$750.00).
 - c. Each single infant space, approximately four feet (4') by four and one-half feet (4 1/2'), shall be Two Hundred Dollars (\$200.00).
2. Aggie Field of Honor Sections:
 - a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be Two Thousand, Five Hundred Dollars (\$2,500.00).
 - b. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be One Thousand, Five Hundred Dollars (\$1,500.00).

PART 4 Funds generated from space sales within the Memorial Cemetery of College Station shall have the following utilization.

1. 33% of the proceeds from the sale of lots shall be placed in the Endowment Fund for the Memorial Cemetery of College Station for the future care, maintenance, operations, and improvements to such cemetery.
2. 67% of the proceeds from the sale of lots shall be used for debt retirement associated with land costs for the cemetery, capital improvements for the cemetery, and any and all other purposes as determined by the City in adoption of its budget.

PART 5: In addition to the above fees, the Purchaser shall pay all filing fees required by Brazos County in order to officially effect the transfer of ownership of the property.

PART 6: The City Council of the City of College Station, Texas, delegates to the Mayor the authority to execute, as necessary, Warranty Deeds consummating the sale and conveyance of each parcel of land in the College Station Municipal Cemetery System per the above price schedule; each Warranty Deed so issued shall be signed by the Mayor and mailed to the Purchaser after all terms and conditions of the sale have been met, including full payment of all the above-referenced fees, as applicable, and acceptance of the agreement in full by both parties.

RESOLUTION NO. _____

Page 3

PART 7: That this resolution shall take effect December 8, 2011, from and after its passage.

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

December 8, 2011
City Council Regular Agenda Item No. 7
Board Appointment

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion on appointments to the Sunset Advisory Committee.

Background & Summary: This committee was established this year and is supposed to be composed of seven members. At the August 11 regular meeting, The Council appointed six members. Since that time, the committee has had difficulty obtaining a quorum for meeting purposes. One of the committee members resigned due to work-related travel, and one has been unable to attend some of the meetings due to a conflict with his work schedule.

Staff requests that the Council review the applications and appoint two citizens to replace these members.

Attachments:

- Letter of resignation will be presented at the meeting.
- Applications will be presented at the meeting.