



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final City Council Regular

Thursday, December 18, 2014

7:00 PM

City Hall Council Chambers

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

Presentations:

- a. Recognition of The Board of the Brazos Valley Groundwater Conservation District voted to award Apache Corp with a "Conservationist of the Year"

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

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent 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.

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.

- 2a. [14-873](#) Presentation, possible action, and discussion of minutes for:
 - November 24, 2014 Workshop
 - November 24, 2014 Regular Council Meeting

Sponsors: Mashburn

Attachments: [WKSHP112414 DRAFT Minutes.pdf](#)
[RM112414 DRAFT Minutes.pdf](#)

- 2b. [14-856](#) Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and National Field Services, Inc., in the amount of \$305,419.86 for Annual Electric Substation Maintenance Labor Contract #15-039, which includes \$254,516.55 in scheduled work and potential

additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of \$50,903.31 as a contingency for unforeseen emergency work.

Sponsors: Crabb

Attachments: [Tabulation.pdf](#)

- 2c. [14-867](#) Presentation, possible action, and discussion on a construction contract with Gaeke Construction, in the amount of \$242,868.50 for site work, electrical, water and wastewater utilities installation, and construction of a restroom facility at the Wolf Pen Creek Park Festival Site. Project Number WP 1401.

Sponsors: Atkins

Attachments: [WPC Restroom Site.pdf](#)
[15-005 Tabulation.pdf](#)

- 2d. [14-870](#) Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$89,172.68.

Sponsors: Atkins

Attachments: [Coversheet for Bobcat Skidsteer.docx](#)
[Quote for Skidster.pdf](#)

- 2e. [14-875](#) Presentation, possible action, and discussion regarding an amending Chapter 11 of the City Code of Ordinances, by adding to Section 2(D)(3) a new rate class for commercial sewer customers who are not on the City's water supply.

Sponsors: Coleman

Attachments: [Ordinance.docx](#)

- 2f. [14-876](#) Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$100,100.

Sponsors: Coleman

Attachments: [Quote.pdf](#)

- 2g. [14-877](#) Presentation, possible action, and discussion regarding the purchase of mobile data terminals (MDTs) from Avinext for the not to exceed amount of \$99,553.35.

Sponsors: Roper

- 2h. [14-878](#) Presentation, possible action, and discussion on approving the Affordable Care Act mandated Transitional Reinsurance Fee due on January 15, 2015. The amount for this expenditures is \$87,192.

Sponsors: Pond

Attachments: [ACA Fees - College Station.pdf](#)

- 2i. [14-880](#) Presentation, possible action, and discussion on rejecting RFP 15-003 and approving projected health plan expenditures for the period of January 1, 2015 through December 31, 2015 and resolution to authorize the City Manager to execute and approve all required contracts and subsequent expenditures related to the Employee Benefits Agreements. The projected amount for both the renewals and total projected expenditures is \$8,326,981.

Sponsors: Pond

Attachments: [2015 Stop Loss Recommendation.pdf](#)

[Benefits Res and Exhibit 12-8-14.pdf](#)

- 2j. [14-882](#) Presentation, possible action, and discussion regarding approval of a 3-year agreement with Suddenlink for the purchase of their Internet Services in the amount of \$50,400.

Sponsors: Roper

Attachments: [ISP Services Contract Wireless Texas Avel 111914.docx](#)

[ISP Services City of College Station 310 Krenek Tap 111914.docx](#)

- 2k. [14-883](#) Presentation, possible action, and discussion on a construction contract (Contract No. 14-422) with Angel Brothers Enterprises in the amount of \$1,400,962.80 for the construction of the Rock Prairie Road Rehabilitation Project.

Sponsors: Harmon

Attachments: [Location Map.pdf](#)

[14-090 Tab.pdf](#)

- 2l. [14-887](#) Presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code," of the Code of Ordinances of the City of College Station, Texas, to prohibit u-turns on northbound Texas Avenue between University Drive and Cooner Street.

Sponsors: Singh

Attachments: [Ordinance.docx](#)

[Location Map.pdf](#)

- 2m. [14-888](#) Presentation, possible action, and discussion on a Memorandum of Understanding (MOU) between the Bryan/College Station Metropolitan Planning Organization (BCS MPO), the City of Bryan, the City of College Station, Brazos County, Texas A&M University and the Texas Department of Transportation regarding the

Bryan/College Station Regional Bicycle and Pedestrian Infrastructure Coordination Program.

Sponsors: Singh

Attachments: [Memorandum of Understanding](#)
[MPO Minutes recommending MOU to member entities](#)

- 2n. [14-894](#) Presentation, possible action, and discussion of proposed changes to the City's housing assistance programs funds with grants from the U. S. Department of Housing and Urban Development.

Sponsors: Eller

Attachments: [Attachment 1 - Summary of Proposed Changes to Housing Program Guidelines](#)
[Attachment 2 - Down Payment Assistance Loan Program.pdf](#)
[Attachment 3 - Minor Home Repair Program.pdf](#)
[Attachment 4 - Housing Rehabilitation Loan Program.pdf](#)
[Attachment 5 - Housing Reconstruction Loan Program.pdf](#)
[Attachment 6 - Rental Rehabilitation Loan Program.pdf](#)
[Attachment 7 - Leveraged Housing Development Program.pdf](#)
[Attachment 8 - Tenant Based Rental Assistance.pdf](#)

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. 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. Registration forms are available in the lobby and at the desk of the City Secretary.

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. [14-890](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District for approximately 36.86 acres being 36.86 acres in the Crawford Burnett League, A-7, College Station, Brazos County, Texas, and being the same called 14.58 acre tract of land conveyed to Cherokee Limited, recorded in Volume 323, Page 735, and the called 7.76 acre tract conveyed to Navajo Ltd.; as recorded in Vol. 337, Page 500, of the Brazos County Deed Records and the two tracts conveyed to Palomares Construction Co. called 12.58 acres, Tract 1, as recorded in Vol. 2508, Page 234, and all of called 2 acres, called Tract 2, as recorded in Vol. 2507, Page 180, of the Brazos County Official Records, located at 1800 Wellborn Road, and more generally located between Wellborn Road and Jones-Butler Road, north of Harvey Mitchell Parkway.

Sponsors: Prochazka

Attachments: [Background](#)
[Aerial & Small Area Map](#)
[Concept Plan & Rezoning Map](#)
[Ordinance.docx](#)

2. [14-891](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District and R Rural to PDD Planned Development District to amend the concept plan layout and uses for approximately 19.125 acres in the Samuel Davidson League, Abstract No. 13, College Station, Brazos County, Texas, being a remainder of a called 22.418 acre tract described as Tract One in a deed to Creek Meadows Partners, LP, as described in Volume 7633, Page 239; and 15.37 acres in the Samuel Davidson League, Abstract No. 13, College Station, Texas, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, LP, recorded in Volume 7068, Page 220, of the Official Deed Records of Brazos County, Texas, located at 3850 Greens Prairie Road West, and more generally located near the entrance of Creek Meadows Subdivision at the intersection of Greens Prairie Road West and Creek Meadows

Boulevard North.

Sponsors:

Prochazka

Attachments:

[Background](#)

[Aerial & Small Area Map](#)

[Concept Plan & Rezoning Map](#)

[Ordinance.docx](#)

[Coversheet.doc](#)

3. [14-892](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," related to the creation and amendment of multi-family residential and mixed-use zoning districts.

Sponsors:

Prochazka

Attachments:

[MF Multi-Family Concepts](#)

[MU Mixed Use Concepts](#)

[Redlined UDO Changes](#)

[New Zone Dist MF MU 12-8-14.docx](#)

4. [14-893](#) Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 1 acre being Lots 8, 9, and 10, Block 2, Needham Estates as recorded in volume 276, page 301 of the Official Records of Brazos County, Texas, generally located at 2468 Barron Road, more generally located at the northwest corner of Renee Lane and Barron Road.

Sponsors:

Bullock

Attachments:

[Background](#)

[Aerial and Small Area Map \(SAM\)](#)

[Ordinance](#)

5. [14-884](#) Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime to remove stopping, standing, and parking along Regal Row and Castlebrook Drive.

Sponsors:

Harmon

Attachments: [Park Removal Ordinance - Regal Row & Castlebrook Drive.pdf](#)
[Regal Row & Castlebrook Drive.pdf](#)

6. 14-817 Presentation, possible action, and discussion regarding appointments to the Capital Improvement Program 2015 Bond Citizen Advisory Committee.

Sponsors: Mashburn

7. 14-816 Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions.

Sponsors: Mashburn

8. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on December 12, 2014 at 5:00 p.m.



City Secretary

This 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.csbx.gov. Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

File #: 14-873 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 11/25/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· November 24, 2014 Workshop
· November 24, 2014 Regular Council Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP112414 DRAFT Minutes.pdf](#)
[RM112414 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· November 24, 2014 Workshop
· November 24, 2014 Regular Council Meeting

Relationship to Strategic Goals:
• Good Governance

Recommendation(s): None

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
NOVEMBER 24, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz, arrived after roll call
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. 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 Berry at 4:30 p.m. on Monday, November 24, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:30 p.m. on Monday, November 24, 2014 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.

- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272nd District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Robyn Taylor, et al vs. Boomfit, Carlos Lima and Alicia Lima and Lincoln Recreational Center, Cause No. 13 003118 CV 85, In the 85th District Court of Brazos County, Texas
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas

B. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- Council Self-evaluation
- City Auditor

C. Deliberation on an offer of financial or other incentives for a business prospect the City seeks to have locate, stay, or expand in or near the City limits; to wit:

- Economic incentives for a proposed development located near the intersection of Holleman South and Rock Prairie Road West in College Station.

The Executive Session adjourned at 5:59 p.m.

3. Take action, if any, on Executive Session.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to elect Blanche Brick as the Mayor Pro Tem. The motion carried unanimously.

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

Items 2c, 2d, 2l, 2n, and 2o were pulled from the Consent Agenda for clarification.

2c: Donald Harmon, Director of Public Works, recapped the history of the land and the sale. The bid of \$1,550,000 was the highest offer.

2d: Donald Harmon, Director of Public Works, reported this is a time-sensitive project and expects completion to be timely.

2l: Troy Rother, Traffic Engineer, addressed concerns about traffic backing up further down Holleman. Signage will be installed to direct traffic to alternate routes.

2n: Troy Rother, Traffic Engineer, explained that the traffic volumes and the existing parking lot did not indicate any need for sidewalk connectivity on the north side of 2818.

2o: Donald Harmon, Director of Public Works, stated he was not aware of any issues with the contractor.

5. Presentation, possible action, and discussion on the election of Mayor Pro Tempore.

This action was taken from Executive Session (see item 3).

6. Presentation, possible action, and discussion regarding an update on recent neighborhood integrity efforts and a discussion on the possible formation of a neighborhood integrity advisory committee.

Lance Simms, Director of Planning and Development, stated that the purpose of this item is to update Council on staff's recent progress regarding neighborhood integrity and to seek Council's direction regarding the establishment of a neighborhood advisory committee. Past efforts were reviewed. More recently, Council strengthened the rental registration ordinance.

Debbie Eller, Director of Community Services, also noted additional accomplishments, such as funds for implementation of the neighborhood plan, and additional code enforcement resources. Code enforcement's main goal is voluntary compliance.

Jay Socol, Director of Public Communications, addressed strategic communication/marketing plans. Marketing strategies include neighborhood outreach and student outreach. They partner with Aggie-Up, and others, to build deeper relationships.

Mr. Simms reported they looked at 24 communities, and only six communities had some type of program. Staff recommends a 9-12 member task force that would meet as needed. They would be appointed by Council, who would also assign specific charges. Appointees would come from HOAs, TAMU students, rental property investors, TAMU Administration, the realtors association, and the apartment association. Responsibilities could include:

- act as a sounding board on neighborhood issues;
- foster better relationships between neighborhoods and students;
- advise on visual quality issues;
- advise on code enforcement activities that affect the neighborhoods; and/or
- assist with communication among neighborhoods, students, and the City.

Staff was directed continue with what they are doing and to report back to the /Council in six months. There was also consensus to have this as a discussion item at the Council Retreat.

Mayor Berry recessed the Workshop at 7:14 p.m.

The Workshop reconvened at 10:25 p.m.

7. Council Calendar

Council reviewed the calendar.

8. Presentation, possible action, and discussion on future agenda items: a Councilmember 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 agenda items.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry reported on the RVP.

Councilmember Schultz reported on the Biocorridor.

Councilmember Benham reported on the Technology Council.

Councilmember Brick reported on the Transportation Committee.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:30 p.m. on Monday, November 24, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
NOVEMBER 24, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

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 Berry at 7:25 p.m. on Monday, November 24, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Presentation regarding the sponsorship, involvement and support of the Texas Army National Guard to the 2014 Games of Texas hosted by Bryan/College Station/ Texas A&M University.

David Schmitz, Director of Parks and Recognition, presented representatives of the Texas Army National Guard with tokens of appreciation for their volunteer assistance, monetary donations, and give-aways – all of which totaled about \$45,000. The Texas Army National Guard presented Mr. Schmitz with a Certificate of Appreciation for their partnership.

Recognition and awarding Fire Marshal Eric Dotson with a Diploma from the United States Fire Administration and Federal Emergency Management Agency for completion of the EFOP and conferring the title of Executive Fire Officer.

Fire Chief Eric Hurt presented Fire Marshal Eric Dotson with a Diploma from the United States Fire Administration and Federal Emergency Management Agency for completion of the EFOP and conferring the title of Executive Fire Officer.

Citizen Comments

Denise Snyder, 8404 Turtle Rock Loop, said she was a graduate of the Police Academy. One thing she learned was crime prevention. Requiring speakers to give their name and address in order to testify places citizens at risk. She spoke with the City Attorney, and there is no state law that mandates this. The written form has this information, and so it should not be required when a person comes up to speak. She asked Council to re-consider this requirement. She also wants to visit with Council representatives on values.

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Specialist Jose A. Perez, III.

Linda Harvell, 504 Guernsey, expressed her appreciation to Councilmembers Aldrich and Brick regarding their efforts on the neighborhood integrity initiative. It is her understanding that no committee can rule; they can only recommend to the Council. She asked Mr. Simms for a listing of recommendations given to the Council.

Gene Hawkins, 1805 Lawyer, spoke in favor of the Neighborhood Integrity Advisory Committee. It is vital to the City. There has been growth in population. The City has moved from a proactive course to a reactive course. Roads are at capacity and impacts the neighborhoods. It needs to have a balanced representation. There are a number of solutions that have not come before Council. It will not take that much City support.

Lisa Halpern, 1811 Shadowwood Drive, said she appreciates the efforts made to hear citizens, but asked why Council moves so quickly with business, but asks the neighborhoods to wait. Aggie Shacks are new. A lot of the economic forces are new. It's not restricted to students; it's not restricted to renters. In the end, it is what you do to protect others.

CONSENT AGENDA

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

- **November 13, 2014 Workshop**
- **November 13, 2014 Regular Council Meeting**
- **November 18, 2014 Special Meeting**

2b. Presentation, possible action, and discussion regarding adoption of the 2015 Annual Council Calendar.

2c. Presentation, possible action, and discussion regarding the approval of real estate contract no. 15-054 in the amount of \$1,550,000 for the sale of 63.187 acres of land located along Rock Prairie Road, next to Lick Creek Park.

2d. Presentation, possible action, and discussion regarding construction contract no. 15-011 with Dudley Construction, Ltd., in the amount of \$4,355,118 for the Sandy Point Pump Station Improvements.

2e. Presentation, possible action, and discussion regarding the award of Bid 15-001 and approval of a contract between the City of College Station and WEG Electric Corp, in the amount of \$599,900 for the purchase and installation of a substation transformer to serve added load.

2f. Presentation, possible action, and discussion regarding an interlocal agreement between the City of College Station and Texas A&M University to equally share in the cost of deployment and rental and/or purchase of traffic control devices which will be used to implement the Game Day Traffic Control Plan. The total cost to rent the equipment for games 1 - 6 is \$89,883.50 and the anticipated purchase price of the devices is approximately \$240,000.

2g. Presentation, possible action, and discussion regarding approval of a professional services contract between the City of College Station and Freese and Nichols, Inc. in the amount of \$76,505 (Contract No. 15-007) for the Wolf Pen Creek Erosion Control Phase II Project.

2h. Presentation, possible action, and discussion regarding the renewal of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Each Master Agreement will not exceed \$35,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

2i. Presentation, possible action, and discussion regarding the purchase of Excess Workers' Compensation and Casualty Insurance from the Colony Insurance Company for a total premium of \$99,664.50.

2j. Presentation, possible action, and discussion regarding award of contract no. 15-036 to Brazos Paving, Inc. in an amount not to exceed \$864,000.00 for concrete curb, gutter, and flatwork installation to maintain City infrastructure.

2k. Presentation, possible action, and discussion regarding the second renewal of the semi-annual price agreement with Knife River for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets in the amount not to exceed \$960,000 (\$64.00 per ton).

2l. Presentation, possible action, and discussion on Ordinance 2014-3611, amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections",

Traffic Schedule II - “Four-Way Stop Intersections”, of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Holleman Drive West and Jones-Butler Road.

2m. Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$71,245.71.

2n. Presentation, possible action, and discussion regarding construction contract no. 15-002 with Allstate Signal and Construction, LLC, in the amount of \$262,384.86 for traffic signal rehabilitation and sidewalk improvements at the intersection of Southwood and FM 2818, Project No. ST-1414.

2o. Presentation, possible action, and discussion on a construction contract with Dudley Construction, in the amount of \$99,403.83 for playground replacement at the Bee Creek and Thomas Parks, Project Number PK14-03 and PK 14-04.

2p. Presentation, possible action, and possible action to approve renewal of the General Services Agreement for Services with Emergicon to provide ambulance billing, accounts receivable and delinquent account collection services in an amount not to exceed \$120,000. This is the second renewal of four possible renewals.

2q. Presentation, possible action, and discussion regarding a contract for Anadarko E&P Onshore LLC to purchase pond water from the

2r. Presentation, possible action, and discussion of Ordinance 2014-3612, amending Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime”, to remove parking along the access road for Texas Avenue south of Walton Drive.

Denise Snyder, 8404 Turtle Rock Loop, provided written comments on 2c and 2q, attached.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3613, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 1.498 acres for the property being all that certain tract or parcel of land situated in the Robert Stevenson survey, Abstract No. 54, City of College Station, Brazos County, Texas, same being all that called 1.498 acre tract conveyed to Discount Fuels, LLC., by Mark Carrol Lenz and Mary Jane Lenz, by deeds recorded in Volume 9853, Page 11 and Volume 9853, Page 17 of

the Official Public Records of Brazos County, Texas, located at 13601 FM 2154 (Wellborn Road), and more generally located south of the intersection of State Highway 40 (William D. Fitch Parkway) and F.M. 2154 (Wellborn Road).

Jennifer Prochazka, Planning and Development, reported that the proposed PDD amendment revises the Concept Plan to reconfigure the primary building and fueling canopy locations and to remove a secondary structure.

The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and unanimously recommended approval of the amendment.

At approximately 8:11 p.m., Mayor Berry opened the Public Hearing.

Jenifer Paz, 2656 S. Loop W. Houston, Texas, and Michael Chote, 4526 Arrow, Corpus Christi, representatives of Stripes, said they made significant concessions working with Planning and Zoning staff.

There being no further comments, the Public Hearing was closed at 8:17 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3613, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District to amend the concept plan layout and uses for approximately 1.498 acres for the property being all that certain tract or parcel of land situated in the Robert Stevenson survey, Abstract No. 54, City of College Station, Brazos County, Texas, same being all that called 1.498 acre tract conveyed to Discount Fuels, LLC., by Mark Carrol Lenz and Mary Jane Lenz, by deeds recorded in Volume 9853, Page 11 and Volume 9853, Page 17 of the Official Public Records of Brazos County, Texas, located at 13601 FM 2154 (Wellborn Road), and more generally located south of the intersection of State Highway 40 (William D. Fitch Parkway) and F.M. 2154 (Wellborn Road). The motion carried unanimously.

2. Public Hearing, presentation, possible action and discussion regarding Ordinance 2014-3614, 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 from R&D Research & Development to T Townhouse for a 2.2920 acre tract for the property being Morgan Rector League, Abstract No. 46, in the City of College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas, generally located at 2440 Harvey Mitchell Parkway South.

Gerardo Cuaron, Planning and Development, reported that this request is to rezone the property from Research and Development to Townhouse.

The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

At approximately 8:24 p.m., Mayor Berry opened the Public Hearing.

James Batenhorst, Mitchell and Morgan Engineers, 3204 Earl Rudder Freeway, spoke about the townhomes as a possible use.

There being no further comments, the Public Hearing was closed at 8:25 p.m.

MOTION: Upon a motion by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3614, 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 from R&D Research & Development to T Townhouse for a 2.2920 acre tract for the property being Morgan Rector League, Abstract No. 46, in the City of College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas, generally located at 2440 Harvey Mitchell Parkway South. The motion to amend carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3615, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to PDD Planned Development District for approximately 1 acre for the property being Morgan Rector League, A-46, in the City of College Station, Brazos County, Texas as recorded in Volume 11874, Page 38, of the Brazos County Official Records, generally located at 218 Sterling Street.

Jason Schubert, Planning and Development, reported that this request is to rezone approximately one acre from GS General Suburban to PDD Planned Development for a multi-family development located at 218 Sterling Street.

The Planning and Zoning Commission consider this item at their November 6, 2014 meeting and unanimously recommended approval. Staff also recommends approval.

At approximately 8:36 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:36 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3615, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GS General Suburban to PDD Planned Development District for approximately 1 acre for the property being Morgan Rector League, A-46, in the City of College Station, Brazos County, Texas as recorded in Volume 11874, Page 38, of the Brazos County Official Records, generally located at 218 Sterling Street. The motion carried unanimously.

4. Public Hearing, presentation, possible action and discussion regarding Ordinance 2014-3616, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for 2.236 acres being a portion of 1, Block 1, Jackson Estates, Phase One, according to the plat recorded in volume 9762, page 159 of the official public records of Brazos County, Texas and being the same tract of land as described by a deed to the JH Driving Range, LLC recorded in volume 9816, page 120 of the Official Public Records of Brazos County, Texas, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.

Jessica Bullock, Planning and Development, reported that this request is to rezone the property from Rural to suburban Commercial.

The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

At approximately 8:40 p.m., Mayor Berry opened the Public Hearing.

Rabon Metcalf, 1391 Seamist Lane, said the use will be a convenience store.

There being no further comments, the Public Hearing was closed at 8:41 p.m.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3616, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for 2.236 acres being a portion of 1, Block 1, Jackson Estates, Phase One, according to the plat recorded in volume 9762, page 159 of the official public records of Brazos County, Texas and being the same tract of land as described by a deed to the JH Driving Range, LLC recorded in volume 9816, page 120 of the Official Public Records of Brazos County, Texas, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion on Ordinance 2014-3617, for a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Annex Hookah Lounge, consisting of approximately 2,426 square feet of the Park Place Shopping Plaza being Park Place, Block 1, Lot 1, generally located at 2501 Texas Avenue South, Suite C-107, more generally located at the southeast corner of Texas Avenue South and Southwest Parkway.

Jessica Bullock, Planning and Development, reported that this request is for a conditional use permit - use only for a hookah lounge in a 2,426 tenant lease space of the Park Place Shopping Center.

The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

At approximately 8:43 p.m., Mayor Berry opened the Public Hearing.

Byron Thompson, 3207 Wildrye, and Alex Neuendorf, 21 Gramercy Park, said this will be a hookah lounge and no alcohol sales.

There being no further comments, the Public Hearing was closed at 8:44 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to approve Ordinance 2014-3617, for a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Annex Hookah Lounge, consisting of approximately 2,426 square feet of the Park Place Shopping Plaza being Park Place, Block 1, Lot 1, generally located at 2501 Texas Avenue South, Suite C-107, more generally located at the southeast corner of Texas Avenue South and Southwest Parkway. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3618, for a Conditional Use Permit for a wireless telecommunications facility on approximately 0.127 acres being the location of a 1,600 square foot wireless tower lease tract being out of a tract of land containing 2.58 acres, more or less, in the Robertson Stevenson, Abstract 54, College Station, Brazos County, Texas, being all of Graham Road Industrial Park, Phase 1, according to the map or plat recorded in volume 9724, page 232 B.C.M.R., as conveyed to Faith Investments, by Warranty Deed with Vendor's lien dated May 20, 2010 and recorded in volume 9635, page 112 of the Brazos County Deed Records, generally located at 727 Graham Rd A, more generally located near the northeast corner of Graham Road and Victoria Avenue.

Jessica Bullock, Planning and Development, reported that this request is for a conditional use permit - use and site to build a 150-foot tall wireless telecommunications tower.

The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Gib Johnson, 112 E. Pecan, San Antonio, attorney for Skyway Towers, provided a presentation on seamless wireless connectivity and how communities need it.

At approximately 8:55 p.m., Mayor Berry opened the Public Hearing.

Mary Aasterud, 207 Meir Lane, said the area is residential and small business. She is against this; there are other location options.

There being no further comments, the Public Hearing was closed at 8:57 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to approve Ordinance 2014-3618, for a Conditional Use Permit for a wireless telecommunications facility on approximately 0.127 acres being the location of a 1,600 square foot wireless tower lease tract being out of a tract of land containing 2.58 acres, more or less, in the Robertson Stevenson, Abstract 54, College Station, Brazos County, Texas, being all of Graham Road Industrial Park, Phase 1, according to the map or plat recorded in volume 9724, page 232 B.C.M.R., as conveyed to Faith Investments,

by Warranty Deed with Vendor's lien dated May 20, 2010 and recorded in volume 9635, page 112 of the Brazos County Deed Records, generally located at 727 Graham Rd A, more generally located near the northeast corner of Graham Road and Victoria Avenue. The motion carried unanimously.

7. Public Hearing, presentation, possible action and discussion regarding Ordinance 2014-3619, 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 from C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse and NAP Natural Areas Protected for a 7.236 acre tract for the being in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas said tract being a portion of a called 7.236 acre tract as described by a deed to Unisource Real Estate Investments, LLC recorded in Volume 7960, Page 67 of the Official Public Records of Brazos County, Texas, generally located at 2021 Harvey Mitchell Parkway South.

Gerardo Cuaron, Planning and Development, reported that this request is to rezone the property from Light Commercial, Townhouse, and Rural to Townhouse and Natural Areas Protected.

The Planning and Zoning Commission considered this item at their November 6, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

At approximately 9:01 p.m., Mayor Berry opened the Public Hearing.

Curtis Braswell, 1300 Augustine Court, said he will be the backdoor neighbor, and he is concerned with traffic congestion. Money was spent on the Bee Creek channeling. This area is a seven-acre sponge and will soon become rooftops. How will run off be addressed? He is also concerned with security.

Veronica Morgan, Mitchell and Morgan Engineers, 3204 Earl Rudder Freeway, said there will be two access points to the project. TXDOT has asked them to not extend the frontage road to the Rio Grande signal. There will be a right in-right out at Harvey Mitchell.

There being no further comments, the Public Hearing was closed at 9:11p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Benham, the City Council voted five (5) for and one (1) opposed, with Councilmember Brick voting against and Councilmember Nichols abstaining, to adopt Ordinance 2014-3619, 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 from C-3 Light Commercial, T Townhouse, and R Rural to T Townhouse and NAP Natural Areas Protected for a 7.236 acre tract for the being in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas said tract being a portion of a called 7.236 acre tract as described by a deed to Unisource Real Estate Investments, LLC recorded in Volume 7960, Page 67 of the Official Public Records of Brazos County, Texas, generally located at 2021 Harvey Mitchell Parkway South. The motion carried.

8. Presentation, possible action, and discussion regarding an update to amend to Chapter 4, "Business Regulations," Section 13, "Oil and Gas Regulations," of the Code of Ordinances of the City of College Station, Texas.

Alan Gibbs, City Engineer, stated that based on increased oil and gas activity and interest over the last several months, the City has contracted with Ernie Bruchez of Bruchez, Goss, Thornton, Meronoff & Hawthorne, P.C. to review and make recommendations regarding an update to amend Chapter 4, "Business Regulations," Section 13, "Oil and Gas Regulations," of the Code of Ordinances of the City of College Station, Texas. Staff anticipates returning on December 18 with an ordinance for Council's consideration and proposes to prohibit disposal wells, sites in the 100-year flood plain and flood-prone areas, and sump pits.

Denise Snyder, 8404 Turtle Rock Loop, provided written comments, attached.

Marty Allday, 2211 Norfolk, Suite 410, Houston, Texas, provided written comments, attached.

9. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:25 p.m. on Monday, November 24, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	14-856	Version:	1	Name:	Annual Electric Substation Maintenance Labor Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	11/14/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and National Field Services, Inc., in the amount of \$305,419.86 for Annual Electric Substation Maintenance Labor Contract #15-039, which includes \$254,516.55 in scheduled work and potential additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of \$50,903.31 as a contingency for unforeseen emergency work.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and National Field Services, Inc., in the amount of \$305,419.86 for Annual Electric Substation Maintenance Labor Contract #15-039, which includes \$254,516.55 in scheduled work and potential additional/miscellaneous repairs as specified in the bid, and an additional 20% not to exceed cost of \$50,903.31 as a contingency for unforeseen emergency work.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

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

Summary: The Annual Electric Substation Maintenance Labor Contract is for supplemental labor and equipment to perform the required electric substation maintenance during the 2015 fiscal year. Estimated unit quantities were based on past work performed by contractors and were used to determine the annual estimate for labor cost.

On October 20, 2014, four (4) sealed bids were received in response to Invitation to Bid No. 15-011 for the 2015 Annual Electric Substation Maintenance Labor Contract. National Field Services, Inc. was determined to be the lowest responsible bidder for this work at \$254,516.00. As a contingency for unforeseen emergency repairs that may be needed during the year, an additional 20% (\$50,903.31) has been added to the contract, for a total not to exceed amount of \$305,419.86.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary:

Funds for this item are budgeted for in the Electric Capital Improvements and Maintenance Project Funds.

Attachments:

Bid Tab #15-011



City of College Station - Purchasing Division
Bid Tabulation for #15-011
"2015 Annual Electric Substation Maintenance"
Open Date: Tuesday, October 28, 2014 @ 2:00 p.m.

				National Field Services		Shermco Industries		Tidal Power Services		LCRA	
				Lewisville, Texas		Irving, Texas		Rosharon, Texas		Austin, Texas	
Group A Schedule Repairs for 2014											
Item	Qty.	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-1	11	Ea	Power Transformer and Load Tap Changer Maintenance	\$7,008.00	\$77,088.00	\$8,665.00	\$95,315.00	\$10,162.00	\$111,782.00	\$16,867.00	\$185,537.00
A-2	1	Ea	Commissioning of 25/33.3/46.6 MVA Power Transformer (Dowling Road Substation)	\$70,000.00	\$70,000.00	\$36,050.00	\$36,050.00	\$59,759.00	\$59,759.00	\$45,776.00	\$45,776.00
A-3	1	Ea	138 kV Circuit Switcher Retirement	\$13,740.00	\$13,740.00	\$12,275.00	\$12,275.00	\$27,665.00	\$27,665.00	\$8,630.00	\$8,630.00
A-4	1	Ea	Fuseless Capacitor Bank Maintenance	\$12,090.00	\$12,090.00	\$3,035.00	\$3,035.00	\$28,230.00	\$28,230.00	\$16,230.00	\$16,230.00
A-5	1	Ea	125V DC Battery Charger Replacement	\$2,075.00	\$2,075.00	\$6,310.00	\$6,310.00	\$10,494.00	\$10,494.00	\$750.00	\$750.00
A-6	2	Ea	138 kV Circuit Switcher Vacuum Interrupter Replacement	\$14,615.00	\$29,230.00	\$21,880.00	\$43,760.00	\$16,948.00	\$33,896.00	\$5,214.00	\$10,428.00
A-7	1	Ea	Power Transformer 15 kV Bushing Replacement	\$14,145.00	\$14,145.00	\$2,715.00	\$2,715.00	\$8,069.00	\$8,069.00	\$24,818.00	\$24,818.00
A-8	1	Ea	Mobilization	\$950.00	\$950.00	\$950.00	\$950.00	\$2,544.00	\$2,544.00	\$0.00	\$0.00
Group A Total				\$219,318.00		\$200,410.00		\$282,439.00		\$292,169.00	
Group B Miscellaneous Repairs											
Item	Qty.	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B-1	1	Ea	Insulating Oil Testing	\$255.00	\$255.00	\$430.00	\$430.00	\$519.00	\$519.00	\$100.00	\$100.00
B-2	1	Ea	Oil-Dissolved Gas Testing	\$250.00	\$250.00	\$260.00	\$260.00	\$493.00	\$493.00	\$100.00	\$100.00
B-3	1	Ea	Insulating Oil Filtering	\$8.55	\$8.55	\$3,990.00	\$3,990.00	\$38.00	\$38.00	\$0.00	\$0.00
B-4	1	Ea	Insulator Power Factor Testing	\$3,520.00	\$3,520.00	\$525.00	\$525.00	\$5,666.00	\$5,666.00	\$11,500.00	\$11,500.00
B-5	1	Ea	138 kV Circuit Breakers Maintenance	\$1,880.00	\$1,880.00	\$1,965.00	\$1,965.00	\$12,778.00	\$12,778.00	\$7,084.00	\$7,084.00
B-6	1	Ea	Relay Testing and Calibration	\$255.00	\$255.00	\$270.00	\$270.00	\$980.00	\$980.00	\$7,343.00	\$7,343.00
B-7	1	Ea	15 kV Circuit Breaker Maintenance	\$500.00	\$500.00	\$525.00	\$525.00	\$3,349.00	\$3,349.00	\$1,822.00	\$1,822.00
B-8	1	Ea	Battery Load Test	\$1,525.00	\$1,525.00	\$1,585.00	\$1,585.00	\$4,573.00	\$4,573.00	\$1,500.00	\$1,500.00



City of College Station - Purchasing Division
Bid Tabulation for #15-011
"2015 Annual Electric Substation Maintenance"
Open Date: Tuesday, October 28, 2014 @ 2:00 p.m.

				National Field Services		Shermco Industries		Tidal Power Services		LCRA	
				Lewisville, Texas		Irving, Texas		Rosharon, Texas		Austin, Texas	
B-9	1	Ea	Power Transformer Tap Changer Maintenance	\$3,125.00	\$3,125.00	\$3,260.00	\$3,260.00	\$6,727.00	\$6,727.00	\$8,324.00	\$8,324.00
B-10	1	Ea	Cooling Fan Replacement	\$350.00	\$350.00	\$345.00	\$345.00	\$2,391.00	\$2,391.00	\$165.00	\$165.00
B-11	1	Ea	Power Transformer 138 kV Bushing Replacement	\$6,100.00	\$6,100.00	\$6,300.00	\$6,300.00	\$7,815.00	\$7,815.00	\$4,085.00	\$4,085.00
B-12	1	Ea	Power Transformer Auxiliary Equipment Replacement	\$700.00	\$700.00	\$725.00	\$725.00	\$2,391.00	\$2,391.00	\$185.00	\$185.00
B-13	1	Ea	Ground Grid Resistance Testing	\$950.00	\$950.00	\$985.00	\$985.00	\$5,403.00	\$5,403.00	\$1,125.00	\$1,125.00
B-14	1	Ea	138 kV Lightning Arrester Replacement	\$2,485.00	\$2,485.00	\$2,595.00	\$2,595.00	\$7,841.00	\$7,841.00	\$4,085.00	\$4,085.00
B-15	1	Ea	Mobilization	\$950.00	\$950.00	\$950.00	\$950.00	\$2,544.00	\$2,544.00	\$0.00	\$0.00
B-16	1	Ea	145 kV Oil Circuit Breaker Replacement	\$12,345.00	\$12,345.00	\$12,910.00	\$12,910.00	\$67,738.00	\$67,738.00	\$26,730.00	\$26,730.00
Group B Total				\$35,198.55		\$37,620.00		\$131,246.00		\$74,148.00	
GRAND TOTAL				\$254,516.55		\$238,030.00		\$413,685.00		\$366,317.00	
Group C Hourly Rates											
Item	Qty.	Unit	Description	Hourly Rate	Overtime/ Holiday Rate	Hourly Rate	Overtime/ Holiday Rate	Hourly Rate	Overtime/ Holiday Rate	Hourly Rate	Overtime/ Holiday Rate
C-1	1	Ea	Certified Welder	n/a	n/a			\$92.80	\$170.93		
C-2	1	Ea	Draftsman	\$130.00	\$195.00/ \$390.00			\$125.00	\$250.00		
C-3	1	Ea	Engineer	\$140.00	\$210.00/ 420.00	\$150.00/ \$160.00		\$175.00	\$350.00		
C-4	1	Ea	Equipment Operator	n/a	n/a			\$68.61	\$97.50		
C-5	1	Ea	Foreman	\$140.00	\$210.00/ \$420.00			\$86.14	\$122.41		
C-6	1	Ea	Helper/Apprentice	\$130.00	\$195.00/ \$390.00			\$61.33	\$87.16		
C-7	1	Ea	Journeyman	\$140.00	\$210.00/ \$420.00			\$83.60	\$118.80		
C-8	1	Ea	Relay Technician	\$140.00	\$210.00/ \$420.00	\$150.00		\$105.00	\$210.00		
C-9	1	Ea	Substation Mechanic	n/a	n/a			\$83.60	\$118.80		



City of College Station - Purchasing Division
Bid Tabulation for #15-011
"2015 Annual Electric Substation Maintenance"
Open Date: Tuesday, October 28, 2014 @ 2:00 p.m.

				National Field Services		Shermco Industries		Tidal Power Services		LCRA	
				Lewisville, Texas		Irving, Texas		Rosharon, Texas		Austin, Texas	
C-10	1	Ea	Substation Electrician/Technician	\$130.00	\$195.00/ \$390.00			\$83.60	\$118.80		
C-11	1	Ea	Superintendent/Supervisor	\$140.00	\$210.00/ \$420.00			\$92.54	\$131.51		
C-12	1	Ea	Truck with all hand tools	included				\$16.67			
C-13	1	Ea	Crane 15 ton	\$50.00				\$38.89			
C-14	1	Ea	Forklift 8000 lb.	\$50.00				\$200.00			
C-15	1	Ea	Manlift 60 foot	\$50.00				\$125.00			
C-16	1	Ea	Welding Rig (metal/aluminum including benders)	\$50.00				\$27.78			
C-17	1	Ea	Trailer 18-24 foot	included				\$35.00			
C-18	1	Ea	Oil filter press	\$150.00				\$25.00			
C-19	1	Ea	Relay test set	\$6.25				\$200.00			
C-20	1	Ea	Doble Engineering PF test set	\$6.25				\$20.00			
C-21	1	Ea	Polymeter with phase angle	\$2.00				\$10.00			
Bid Certification				N (Non-Standard Certification Letter submitted)		Y		Y		Y	
Bid Bond				Y		N		Y (Cashier Check)		N	
Addendums Acknowledged				Y		N		N		Y	
Exceptions				See attached comments and clarifications.		Group A bid total corrected to the unit prices provided.		See attached comments and clarifications.		No hourly pricing submitted.	
						Submitted an hourly rate sheet as a supplement document				Submitted exceptions to the insurance and indemnification language of the contract.	
						Bid is deemed non-responsive due to a material exception of no bid bonds.				Took exception to the Bid Bond requirement	

Notes:

- * North American Substation Services submitted a form of No Bid.
- * Dashiell Corporation Submitted a letter of No Bid



Legislation Details (With Text)

File #:	14-867	Version:	1	Name:	Wolf Pen Creek Festival Site Prefabricated Restroom Project
Type:	Contract	Status:		Status:	Consent Agenda
File created:	11/24/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a construction contract with Gaeke Construction, in the amount of \$242,868.50 for site work, electrical, water and wastewater utilities installation, and construction of a restroom facility at the Wolf Pen Creek Park Festival Site. Project Number WP 1401.				
Sponsors:	Amy Atkins				
Indexes:					
Code sections:					
Attachments:	WPC Restroom Site.pdf 15-005 Tabulation.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a construction contract with Gaeke Construction, in the amount of \$242,868.50 for site work, electrical, water and wastewater utilities installation, and construction of a restroom facility at the Wolf Pen Creek Park Festival Site. Project Number WP 1401.

Recommendation(s): Staff recommends approval and award of the construction contract with Gaeke Construction, for Wolf Pen Creek Festival Site restroom construction in the amount of \$242,868.50, and one hundred and fifty (150) construction days.

Summary: The proposed construction project includes running site utilities, site preparation and installation of a prefabricated restroom building.

Budget & Financial Summary: Four (4) sealed, competitive bids were received and opened on October 30, 2014. The bid summary is attached. Funds are available from remaining TIF funds and Community Park Zone C Parkland Dedication Funds.

Attachments:

1. Bid Tab Number #15-005
2. Construction Contract with Gaeke Construction, (on file in the City Secretary's Office)
3. Site map

Proposed Restroom at Wolf Pen Creek



Restroom

**CITY OF COLLEGE STATION
WOLF PEN CREEK PREFABRICATED RESTROOM ADDITION
BID # 15-005 - TABULATION**

Item	Qty	Unit	Description	GAEKE CONSTRUCTION CO., INC. (Giddings, TX)		GANT INDUSTRIES, INC. (Cypress, TX)		Dudley Construction, Ltd. (College Station, TX)		B&B Plumbing & Construction, Inc. (Bryan, TX)	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
GENERAL CONSTRUCTION ITEMS											
1	1	LS	Mobilization and project overhead (not to exceed 5% of work items)	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$4,225.00	\$4,225.00	\$12,720.00	\$12,720.00
2	1	LS	Sod disturbed areas surrounding proposed restroom facility, establish turf growth, and cleanup site as per the plans and specifications, complete and in place per lump sum	\$1,350.00	\$1,350.00	\$3,300.00	\$3,300.00	\$4,800.00	\$4,800.00	\$10,670.00	\$10,670.00
GENERAL CONSTRUCTION ITEMS SUBTOTAL				\$11,350.00		\$10,800.00		\$9,025.00		\$23,390.00	
RESTROOM ITEMS											
3	1	LS	Complete all site grading, base preparation as per the plans and specifications, complete and in place per lump sum	\$2,943.00	\$2,943.00	\$14,351.00	\$14,351.00	\$10,860.00	\$10,860.00	\$23,412.00	\$23,412.00
4	2	EA	Remove existing curb and construct pedestrian ramp as per the plans and specifications, complete and in place per each	\$2,077.00	\$4,154.00	\$2,530.00	\$5,060.00	\$2,080.00	\$4,160.00	\$1,802.00	\$3,604.00
5	55	SY	Furnish and install concrete sidewalks and housekeeping pads, as per the plans and specifications, complete and in place per square yard	\$67.50	\$3,712.50	\$602.60	\$33,143.00	\$175.00	\$9,625.00	\$139,472.7	\$7,671.00
6	1	LS	Furnish and install proposed Corworth/RFL Model No. B424 restroom facility including delivery, installation, and utility connections as per the plans and specifications, complete and in place per lump sum	\$185,604.00	\$185,604.00	\$158,932.00	\$158,932.00	\$195,475.00	\$195,475.00	\$184,348.00	\$184,348.00
7	1	LS	Furnish and install proposed 1.5" water service line including all piping, bores, pavement removal and repair, connection to existing line, fittings, utility box, disinfection and testing as per the plans and specifications, complete and in place per lump sum	\$6,582.00	\$6,582.00	\$9,378.00	\$9,378.00	\$9,150.00	\$9,150.00	\$11,543.00	\$11,543.00
8	1	LS	Furnish and install proposed 4" sanitary sewer service line including all piping, connections, fittings, utility box and testing as per the plans and specifications, complete and in place per lump sum	\$6,098.00	\$6,098.00	\$3,026.00	\$3,026.00	\$5,660.00	\$5,660.00	\$6,043.00	\$6,043.00
9	1	LS	Furnish and install proposed electrical service to restroom facility including all wiring, connections, conduit, pull boxes and testing as per the plans and specifications, complete and in place per lump sum	\$22,425.00	\$22,425.00	\$25,310.00	\$25,310.00	\$20,900.00	\$20,900.00	\$23,313.00	\$23,313.00
RESTROOM ITEMS SUBTOTAL				\$231,518.50		\$249,200.00		\$255,830.00		\$259,934.00	
BID TOTAL (General Construction Item + Restroom Items)				\$242,868.50		\$260,000.00		\$264,855.00		\$283,324.00	
Alternate Bid Items											
1	1	LS	Furnish and install proposed alternate restroom facility including delivery and restroom installation as per the plans and specifications, complete and in place. In lieu of base bid restroom facility, provide manufacture name and model number for Engineers evaluation of bids. Add or deduct price difference from specified RLF restroom facility bid	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Alternate Manufacturer				NO BID		NO BID		NO BID		NO BID	
Alternate Model Number				NO BID		NO BID		NO BID		NO BID	

Note:

Gaeke Construction Co., Inc.

»Bidder miscalculated the total for Bid Item 5, Restroom Items Subtotal and the Bid Total. The highlighted totals above are correct



Legislation Details (With Text)

File #: 14-870 **Version:** 1 **Name:** Parks Operation Equipment
Type: Contract **Status:** Consent Agenda
File created: 11/24/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$89,172.68.
Sponsors: Amy Atkins
Indexes:
Code sections:
Attachments: [Coversheet for Bobcat Skidsteer.pdf](#)
[Quote for Skidster.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$89,172.68.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Neighborhood Integrity
3. Diverse Growing Economy

Recommendation(s): Staff recommends purchase of grounds maintenance equipment listed below.

Summary: This item was included as part of the Various PARD Equipment SLA that was approved by Council during the FY15 budget process. As the SLA details were not itemized in the budget, the purchase is being brought to Council for approval. This piece of equipment is a Bobcat T770 Compact Track Loader(iT4) with Bucket, Forestry Cutter and Stump Grinder.

The purpose of the equipment is to further improve trail and park maintenance. This equipment will improve efficiency and safety for the tree crew. This piece of equipment will be a new addition to Parks Operations.

Budget & Financial Summary:

The purchase price for this equipment is \$89,172.68. This is within the budget of \$91,500 for this item.

Reviewed and Approved by Legal: N/A

Attachments:

- Bobcat of Houston Product Quotation

December 18, 2014
Consent Agenda Item No.
Parks Operation Equipment

To: Kelly Templin, City Manager

From: Amy Atkins, Assistant Director of Parks and Recreation

Agenda Caption: Possible discussion and action regarding the approval for purchase of new grounds maintenance equipment for the Parks and Recreation Department in the amount of \$89,172.68.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Neighborhood Integrity
3. Diverse Growing Economy

Recommendation(s): Staff recommends purchase of grounds maintenance equipment listed below.

Summary: In September, Council approved the following equipment through the budget process:

- Bobcat T770 Compact Track Loader(iT4) with Bucket, Forestry Cutter and Stump Grinder

The purpose of the equipment is to further improve trail and park maintenance. This equipment will improve efficiency and safety for the tree crew. This piece of equipment will be a new addition to Parks Operations.

Budget & Financial Summary:

- Bobcat T770 Compact Loader (iT4) \$89,172.68

Reviewed and Approved by Legal: N/A

Attachments:

- Bobcat of Houston Product Quotation



Product Quotation

Quotation Number: 2061E020814

Date: 2014-11-12 08:31:48

Ship to	Bobcat Dealer	Bill To
Parks and Recreation 1000 Krenek Tap Rd College Station, TX 77640	Bobcat of Houston/Conroe, Conroe, TX 4209 NORTH FRAZIER STREET CONROE TX 77303	Parks and Recreation 1000 Krenek Tap Rd College Station, TX 77640

Contact: Jason Schweitzer Fax: 936-856-6132 Cellular: 281-960-4220 E Mail: jasons@bobcatofhouston.com		

Description	Part No	Qty	Price Ea.	Total
T770 Bobcat Compact Track Loader (iT4)	M0185	1	\$89,172.68	\$89,172.68
92 HP Turbo Interim Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater - Automatically Activated	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Horn	Falling Object Protective Structure (FOPS) meets SAE-			
Instrumentation: Engine Temp & Fuel Gauges,	J1043 & ISO 3449, Level I; (Level II is available			
Hourmeter, RPM and Warning Lights	through Bobcat Parts)			
	Parking Brake: Spring Applied, Pressure Released			
	(SAPR)			
	Tracks: Rubber, 17.7" wide			
	Warranty: 12 Months, Unlimited Hours			
Selectable Joystick Controls (SJC)	M0185-R01-C04	1	Included	Included
A91 Option Package	M0185-P01-A91	1	Included	Included
Cab Enclosure with Heat and AC	Engine Block Heater			
High Flow Hydraulics	Attachment Control Kit			
Sound Reduction	Cab Accessories Package			
Hydraulic Bucket Positioning	Two Speed Travel			
Power Bob-Tach	3-Point Seat Belt			
Deluxe Instrument Panel				
Keyless Start				
Air Ride Seat	M0185-R05-C12	1	Included	Included
80" C/I Heavy Duty Bucket	6726344	1	Included	Included
--- Bolt-On Cutting Edge, 80"	6718008	1	Included	Included
Forestry Cutter, 50	7194306	1	Included	Included
--- Engine Compartment Seal Kit	7190789	1	Included	Included
--- Forestry Applications Kit, M-Series	7230523	1	Included	Included
SGX 60 Stump Grinder	7112201	1	Included	Included
Total of Items Quoted				\$89,172.68
Quote Total - US dollars				\$89,172.68

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____

Sign: _____

Date: _____



Legislation Details (With Text)

File #: 14-875 **Version:** 1 **Name:** New Sewer Rate Class
Type: Ordinance **Status:** Consent Agenda
File created: 11/25/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding an amending Chapter 11 of the City Code of Ordinances, by adding to Section 2(D)(3) a new rate class for commercial sewer customers who are not on the City's water supply.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments: [Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Ordinance amendment to add a new rate class for commercial sewer customers who are not on City water.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval.

Summary: In April 2011, City Council approved the annexation of the Wellborn area and the service plan included a gravity sewer line along Live Oak and Royder Road. This sewer line is under construction, and will be complete and usable in late February 2015. Several businesses and restaurants have expressed their desire to connect to the City sewer line as soon as possible.

Since the water service for the entire Wellborn area is provided by Wellborn SUD, the City's utility billing staff does not get monthly water meter readings on which to base the monthly sewer bills. Therefore, the existing rate class for Commercial customers will not be adequate, and staff recommends adding a new rate class for Commercial customers who are not on City water. The proposed rate would take the commercial customer's 12-month average water usage (provided by Wellborn SUD) to calculate a fixed monthly sewer fee, using the same formula that applies to all Commercial customers. Since there's only a few customers in this situation, calculating these sewer fees by hand is very manageable, and is the most efficient and fair way to bill these customers. For these reasons, staff recommends approval of the proposed Ordinance.

Budget & Financial Summary: None.

Reviewed and Approved by Legal: Yes

Attachment: Ordinance with Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 2(D)(3) AS SET OUT BELOW; PROVIDING FOR A NEW RATE CATEGORY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" Sections 2(D)(3) 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 all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 4: New rates are effective January 1, 2015.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED:

City Attorney

Exhibit A

Chapter 11 UTILITIES

Sec. 11-2. Water and sewer services.

D. Water and sewer rates, usage charges and fees.

(3) Rates for sewerage service.

(a) For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit:

Service charge: \$18.78 for first four thousand (4,000) gallons of water metered.

Usage charge: \$3.76 per one thousand (1,000) gallons of water usage for the next six thousand (6,000) gallons of water metered.

Maximum billing: \$41.34 cap for metered water is ten thousand (10,000) gallons.

(b) For customers using sewerage service for household purposes, multi-family residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit:

Monthly charge per household unit: \$23.89

(c) For customers using sewerage service for household purposes, multi-family residences with more than fifty (50) units without kitchen facilities in each unit:

Monthly charge per household unit: \$14.91

(d) For customers using sewerage service for household purposes, multi-family residences having fifty (50) residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as but not limited to fraternity houses, sorority houses, boarding houses and privately owned student dorms:

Service charge: \$16.11 per month

Usage charge: \$3.76 per one thousand (1,000) gallons of water usage.

(e) For customers using sewerage service for commercial and/or industrial business establishments:

Service charge: \$16.11 per month

Usage charge: \$4.47 per one thousand (1,000) gallons of water usage.

(f) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial and/or industrial business establishments the customer will be charged the monthly rate as set out in Subsection (e) herein, based on average rounded water use for the previous twelve (12) months:

Service charge: \$16.11 per month

Usage charge: \$4.47 per one thousand (1,000) gallons of water usage, based on average monthly water use for the previous twelve (12) months.

(g) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in

Subsection (a) herein for ten thousand (10,000) gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than nine thousand one (9,001) gallons per month in which case the customer will be charged the following:

9,001—10,000 > gallons per month	\$41.34
7,001—9,000 gallons per month	\$33.81
5,001—7,000 gallons per month	\$26.29
0—5,000 gallons per month	\$18.78

(h) For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City):

Monthly charge per residential unit: \$45.42

(i) Subject to available capacity under present City demand requirements, present system capability, anticipated demand requirements, and anticipated system capability, the City Council may enter into contracts for the sale of sanitary sewer service to wholesale customers outside the City's corporate limits.

(j) All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay 1.15 times the amounts set forth above.



Legislation Details (With Text)

File #: 14-876 **Version:** 1 **Name:** Polymer Purchase Agreement
Type: Contract **Status:** Consent Agenda
File created: 11/26/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$100,100.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments: [Quote.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$100,100.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval.

Summary: Polymer is a water treatment chemical that aids in the separation of solids from wastewater. It concentrates the solids in wastewater sludge for efficient treatment, allowing the removal of excess water for treatment and disposal. Polymer is essential for the efficient and effective operation of the Carters Creek and Lick Creek centrifuge processes for solids removal and disposal.

The Water Services Department is seeking approval to purchase polymer on an as-needed basis from Fort Bend Services, Inc. through the State of Texas term contract for water and wastewater treatment chemicals, Contract 885-M1. Products and services offered through the State of Texas term contracts have been subjected to either the competitive bid or competitive proposal process based on Texas statutes under the Local Government Code Chapter 252.

We estimate that our polymer purchases will not exceed \$100,100 over the next year, which Fort Bend is able to accommodate. Service and quality from Fort Bend has been very good, and staff recommends approval of this purchase agreement.

Budget & Financial Summary: Funds for this work are available in the Wastewater Operations Budget.

Reviewed and Approved by Legal: Not Required

Attachment: Quote



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

November 6, 2014

Lisa D Davis, C.P.M
Buyer
Purchasing Division
City of College Station

SUBJECT: POLYMER CONTRACT EXTENSION (TxSmartBuy Contract)
State of Texas Term Contract 885-M1, Water and Wastewater Treating Chemicals

Ms. Davis:

Please accept this letter as an agreement from Fort Bend Services, Inc. to offer and extend to the City of College Station, the current pricing for the polymers used at the City of College Station Wastewater Plants for an additional year through the terms of the State Contract. Under the State Contract, your pricing will be as follows:

FBS 7802	450# DRUMS	\$1.35/LB	\$607.50 PER DRUM
FBS 480C	55# BAGS	\$1.82/LB	\$100.10 PER BAG

TERMS: NET 30 DAYS
F.O.B. : DELIVERED(FREIGHT INCLUDED IN PRICE OF PRODUCT)

We, at Fort Bend Services, Inc., thank you for your continued patronage of our services and products. If you have any questions or concerns, please feel free to call at any time.

Sincerely,

David James
Polymer Sales Manager
Fort Bend Services, Inc.

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



Legislation Details (With Text)

File #: 14-877 **Version:** 2 **Name:** Purchase of mobile data terminals (MDTs)
Type: Contract **Status:** Consent Agenda
File created: 11/26/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the purchase of mobile data terminals (MDTs) from Avinext for the not to exceed amount of \$99,553.35.
Sponsors: Ben Roper
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the purchase of mobile data terminals (MDTs) from Avinext for the not to exceed amount of \$99,553.35.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase MDTs and mounting equipment.

Summary:

The College Station Police and Fire Departments use Mobile Data Terminals in vehicles to receive dispatch calls and to run applications that assist in providing emergency services and that enhance secure two-way communications. Public Safety MDTs are on a scheduled 5 year replacement rotation and were scheduled for replacement in FY 14. Due to a number of factors, Police units were replaced, but some fire equipment replacements were delayed.

Budget & Financial Summary:

This purchase will use Texas Department of Information Resources contract DIR-TSO-2520. Budget for the replacement of the Fire Department toughbooks was included in the FY14 approved budget. However, due to delays, these devices were not purchased in FY14. Therefore, it is anticipated that a budget amendment request for this item will be brought to Council as part of the first FY15 Budget Amendment.

Attachments:

None



Legislation Details (With Text)

File #: 14-878 **Version:** 1 **Name:** ACA Transitional Reinsurance Fee

Type: Impact Fees **Status:** Consent Agenda

File created: 12/1/2014 **In control:** City Council Regular

On agenda: 12/18/2014 **Final action:**

Title: Presentation, possible action, and discussion on approving the Affordable Care Act mandated Transitional Reinsurance Fee due on January 15, 2015. The amount for this expenditures is \$87,192.

Sponsors: Alison Pond

Indexes:

Code sections:

Attachments: [ACA Fees - College Station.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving the Affordable Care Act mandated Transitional Reinsurance Fee due on January 15, 2015. The amount for this expenditures is \$87,192.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of Affordable Care Act mandated Transitional Reinsurance Fee expenditure.

Summary:

Section 1341 of the Affordable Care Act established a transitional reinsurance program to stabilize premiums in the individual market inside and outside of the Marketplaces. The transitional reinsurance program collects contributions from contributing entities to fund reinsurance payments to issuers of non-grandfathered reinsurance-eligible individual market plans, the administrative costs of operating the reinsurance program, and the General Fund of the U.S. Treasury for the 2014, 2015 and 2016 benefit years.

Self-funded plans are responsible for funding and paying the reinsurance fee. The reinsurance fee is \$63 per member annually for 2014, and will be \$44 per member annually for 2015. The IRS provides four counting methods for determining the number of members covered by your health plan. Annual membership counts are based on the first nine months of the calendar year regardless of plan year or renewal date. Our benefits consultants have calculated the City's member count using each of the four counting methods and the City is submitting fees using the method that is most fiscally favorable.

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

Attachments:

1. Affordable Care Act fees by member count

City of College Station

Affordable Care Act Fees

January 1, 2014 - September 30, 2014

PCORI Fee		Fee (PMPY)	Date Due		Quarterly	Monthly	Quarterly	Monthly
Plan Year Start	Plan Year End				Actual	Actual	Factor	Factor
1/1/2012	12/31/2012	\$1.00	7/31/2013	Members	1,716	1,719	1,337	1,338
				Amount Due	\$1,716.00	\$1,719.00	\$1,337.00	\$1,338.00
1/1/2013	12/31/2013	\$2.00	7/31/2014	Members	1,769	1,774	1,366	1,370
				Amount Due	\$3,538.00	\$3,548.00	\$2,732.00	\$2,740.00
1/1/2014	12/31/2014	\$2.40 *	7/31/2015	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$4,255.20	\$4,248.00	\$3,321.60	\$3,326.40
1/1/2015	12/31/2015	\$2.88 *	7/31/2016	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$5,106.24	\$5,097.60	\$3,985.92	\$3,991.68
1/1/2016	12/31/2016	\$3.46 *	7/31/2017	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$6,134.58	\$6,124.20	\$4,788.64	\$4,795.56
1/1/2017	12/31/2017	\$4.15 *	7/31/2018	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$7,357.95	\$7,345.50	\$5,743.60	\$5,751.90
1/1/2018	12/31/2018	\$4.98 *	7/31/2019	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$8,829.54	\$8,814.60	\$6,892.32	\$6,902.28
1/1/2019	12/31/2019	\$0.00	7/31/2020	Members	1,773	1,770	1,384	1,386
				Amount Due	\$0.00	\$0.00	\$0.00	\$0.00

*Estimate based on 10% trend.

Reinsurance Assessment Fee		Fee (PMPY)	Date Due [^]		Quarterly	Monthly	Quarterly	Monthly
Calendar Year Start	Calendar Year End				Actual	Actual	Factor	Factor
1/1/2013	12/31/2013	\$0.00	1/31/2014	Members	1,764	1,773	1,364	1,369
				Amount Due	\$0.00	\$0.00	\$0.00	\$0.00
1/1/2014	12/31/2014	\$63.00	1/31/2015	Members	1,773	1,770	1,384	1,386
				Amount Due	\$111,699.00	\$111,510.00	\$87,192.00	\$87,318.00
1/1/2015	12/31/2015	\$44.00	1/31/2016	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$78,012.00	\$77,880.00	\$60,896.00	\$60,984.00
1/1/2016	12/31/2016	\$30.00 ‡	1/31/2017	Members	1,773	1,770	1,384	1,386
			Estimate	Amount Due	\$53,190.00	\$53,100.00	\$41,520.00	\$41,580.00

‡Estimated.

[^]Amount due split into two payments in 2015. \$52.50 PMPY due in January. Remaining \$10.50 PMPY due in November.





Legislation Details (With Text)

File #:	14-880	Version:	1	Name:	2015 Benefits Expenditures & Resolution
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	12/1/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on rejecting RFP 15-003 and approving projected health plan expenditures for the period of January 1, 2015 through December 31, 2015 and resolution to authorize the City Manager to execute and approve all required contracts and subsequent expenditures related to the Employee Benefits Agreements. The projected amount for both the renewals and total projected expenditures is \$8,326,981.				
Sponsors:	Alison Pond				
Indexes:					
Code sections:					
Attachments:	2015 Stop Loss Recommendation.pdf Benefits Res and Exhibit 12-8-14.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on rejecting RFP 15-003 and approving projected health plan expenditures for the period of January 1, 2015 through December 31, 2015 and resolution to authorize the City Manager to execute and approve all required contracts and subsequent expenditures related to the Employee Benefits Agreements. The projected amount for both the renewals and total projected expenditures is \$8,326,981.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s): Staff recommends approval of 2015 projected health plan expenditures and resolution.

Summary: The City's benefits includes:

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

The 2015 plan year projected costs are based on a monthly average of 828 employees, retirees and COBRA participants on the plan. This represents a cost to the City of approximately \$838 per employee per month, or \$10,056 per employee per year.

As a self-insured entity, the City also purchases stop loss (reinsurance) to limit the risk of the cost of high dollar claims. Our first request for a renewal rate resulted in a quote from BCBS of 20%. So an

RFP (15-003) was sent out for stop loss reinsurance. BCBS was the only carrier to provide a proposal. Our benefits consultants were able to negotiate better rates by increasing our specific stop loss deductible from \$150,000 to \$165,000 thus mitigating the increase from 20% to only 6.2% as a renewal under our current agreement. Therefore staff is requesting that Council reject the BCBS proposal received pursuant to RFP 15-003.

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

Attachments: 2015 Cost Projections, Consultant Recommendation Letter on Stop Loss, Benefits Resolution

MEMORANDUM

McGRIFF, SEIBELS & WILLIAMS, INC.
5080 SPECTRUM DRIVE, SUITE 900E ADDISON, TX 75001
PHONE – (469) 232-2100 FAX – (469) 232-2105

Date: November 24, 2014

To: City of College Station

From: Scott Gibbs/Sandy Brown, McGriff, Seibels & Williams

Re: Medical Stop-Loss Renewal

Recommendation of Stop-Loss Coverage -- Blue Cross Blue Shield

The purpose of this memorandum is to provide the Stop-Loss renewal recommendation for the City of College Station. Blue Cross Blue Shield (BCBS) is the current Stop-Loss carrier and the proceeding medical administrator. BCBS has been the City of College Station's stop loss vendor for the past 9+ years.

In 2014, BCBS has paid out \$1,970,437 in specific deductible reimbursements through September of 2014 while only collecting premiums of only \$435,951 for the same period. BCBS provided a proposed renewal of 20% for the current \$150,000 specific deductible. Please note, MSW and the City issued a Request for Proposal and received no bids other than the BCBS renewal. BCBS did provide a second renewal option increasing the specific deductible to \$165,000 thus mitigating the increase to 6.2%. Please see the Spreadsheet below for a breakdown and illustration of premium.

	Current	Renewal Opt. 2	\$ Increase	% Increase
Stop-Loss	PEPM	PEPM	PEPM	PEPM
Specific Premium	\$53.48	\$57.11	\$3.63	6.8%
Aggregate Premium	\$5.52	\$5.52	\$0.00	0%
Total	\$59.00	\$62.63	\$3.63	6.2%
Stop-Loss	Monthly	Monthly	Monthly	PEPM
Specific Premium	\$44,281.44	\$47,287.08	\$3,005.64	6.8%
Aggregate Premium	\$4,570.56	\$4,570.56	\$0.00	0%
Total	\$48,852.00	\$51,857.64	\$3,005.64	6.2%
Stop-Loss	Annual	Annual	Annual	PEPM
Specific Premium	\$531,377.28	\$567,444.96	\$36,067.68	6.8%
Aggregate Premium	\$54,846.72	\$54,846.72	\$0.00	0%
Total	\$586,224.00	\$622,291.68	\$36,067.68	6.2%

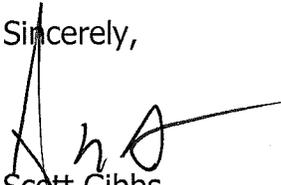
<Figures are based on 828 Employees>

The Aggregate Factors increased 11.4% from \$703.98 to \$784.53 per employee per month, equaling an annual aggregate attachment point of \$7,795,090.08. The Aggregate Factors are excess limits that are based on claims incurred up to the Specific Deductible of \$165,000. Therefore, if claims are in excess of the annual aggregate attachment point the City of College Station would be due a reimbursement equaling the excess amount of claims.

McGriff, Seibels & Williams recommends accepting the proposed BCBS option 2. This option mitigates the fixed cost renewal to 6.2% while only raising the specific deductible by \$15,000. The City of College Station has had a long standing relationship with BCBS and the integration of claims administration and stop loss reimbursement within the same vendor makes for a seamless reimbursement of claims to the City.

We appreciate the opportunity to work with the City and its employees. Should the City desire further clarification and/or need any supporting documentation related to this marketing analysis, please feel free to contact me at 469-232-2174 or Scott Gibbs at 469-232-2188.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Gibbs', with a long horizontal flourish extending to the right.

Scott Gibbs
Senior Vice President

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE ALL CONTRACT DOCUMENTS AND APPROVE ALL EXPENDITURES FOR ALL EMPLOYEE BENEFITS FOR FY 2015.

WHEREAS, the City of College Station strives to offer employees comprehensive and competitive health benefits; and

WHEREAS, the City of College Station's health plan is self-funded and provides medical, dental and prescription coverage to eligible employees, retirees and dependents including a high deductible plan offered to offset rising health care costs; and

WHEREAS, The City of College Station offers voluntary vision insurance, short-term disability, basic & voluntary life and AD&D, medical & dependent care flex spending accounts, critical illness & accident insurance and an employee assistance program (EAP) to eligible employees; and

WHEREAS, The City of College Station contracts with McGriff, Seibels & Williams (McGriff), as the sole broker of record according to Texas Local Government Code § 252.024, for benefits and insurance consulting; and

WHEREAS, The City of College Station contracts with Blue Cross and Blue Shield of Texas to administer health claims and provide stop loss reinsurance; and

WHEREAS, the City of College Station works with McGriff to stay current with best practices, maintain compliance with local, state and federal health regulations and laws. The annual health plan review process involves Human Resources working with McGriff and Finance to fiscally align City needs with available funds utilizing a Request for Proposal process when necessary; and

WHEREAS, the City Council of the City of College Station desires to make health plan benefits contract management more efficient by authorizing the City Manager to approve and execute the health plan contracts and to approve subsequent budgeted expenditures related to the health plan contracts; now, therefore,

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

PART 1: That the City Council has approved the budgeted funds in fiscal year 2015 for all health plans as shown in Exhibit A.

PART 2: That the City Council hereby authorizes the City Manager to approve and execute the health plan contracts and approve including, but not limited to, applications, policies, amendments, termination notices, and any and all other communications or documents that may be required by the health plan contracts, on behalf of the City.

PART 3: That the City Council hereby authorizes the City Manager to approve those expenditures related to the health plan contracts provided that such expenditures are

appropriated from available funds, approved from the annual budget and are consistent with state and local laws.

PART 4: That the City Council hereby finds that the above described authorization will make health plan contracts administration and management more efficient for the City.

PART 5: That the City Council hereby finds that granting such authority to the City Manager in no way precludes the Mayor from executing health plan documents and contracts on behalf of the City if required by law or as a condition of the health plan contracts or as otherwise determined by the City Council in its discretion.

PART 6: That the City Council further finds that granting such authority to the City Manager shall not otherwise modify or change the City procedures for processing contracts.

PART 7: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

Executive Summary

**Projected Program Costs for Administrative Fees, Claims and Voluntary Benefits
01-01-2015 to 12-31-2015**

Average Monthly Employees on Health Plan **828**

<u>Administration</u>	<u>PEPM*</u>	<u>Annual Expense</u>
Medical (including wellness)	\$40.21	\$399,527
Dental	\$3.72	\$36,962
Pharmacy	\$0.00	-
EAP (12 month)	\$1.37	\$15,435
Specific Stop Loss	\$57.11	\$567,445
Aggregate Stop Loss	\$5.52	\$54,847
Basic Life Insurance	rate = .007% payroll volume	\$81,072
Basic AD&D	rate = .003% payroll volume	\$29,214
Flexible Spending Acct**	\$5.50	\$13,698
Total Fixed Costs	\$120.59	\$1,198,199

<u>Claims</u>	<u>PEPM*</u>	<u>Annual Expense</u>
Medical	\$516.23	\$5,129,261
Dental	\$52.89	\$525,515
Pharmacy (Opt 1 & 2)	\$148.35	\$1,474,006

Total Claims	\$717.47	\$7,128,782
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Total Projected Cost	\$838.06	\$8,326,981
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*Per Employee Per Month

**Based on a projected ~ 210 employees participating

<u>Voluntary Benefits***</u>	<u>Annual Expense</u>
Vision	\$82,256
Short Term Disability	\$67,109
Accident Insurance	\$97,705
Critical Illness	\$85,928
Supplemental Voluntary Life Insurance	\$194,638
Supplemental Voluntary ADD	\$15,576
Dependent Voluntary Life Insurance	\$29,344
Total Voluntary Costs	\$572,556

***Voluntary benefit premiums are deducted through payroll, but pooled and paid by the City.



Legislation Details (With Text)

File #:	14-882	Version:	2	Name:	Internet Services
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	12/1/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a 3-year agreement with Suddenlink for the purchase of their Internet Services in the amount of \$50,400.				
Sponsors:	Ben Roper				
Indexes:					
Code sections:					
Attachments:	ISP Services Contract Wireless Texas Ave 111914.pdf ISP Services City of College Station 310 Krenek Tap_111914.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a 3-year agreement with Suddenlink for the purchase of their Internet Services in the amount of \$50,400.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval

Summary:

The city contracts for Internet Services. These Agreements are for two Internet Services connections, one at 1101 Texas Ave S (City Hall) and one at 310 Krenek Tap Rd (Utility Customer Services building). These updated agreements increase the bandwidth available to the city from 25 Mbps to a new total of 100 Mbps, while decreasing the cost per MB from \$111.MB to \$14/MB.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary:

Funds for this service are included in the IT Department operating budget.

Attachments:

1. Contract for Internet Services at 1101 Texas Ave S.

2. Contract for Internet Services at 310 Krenek Tap Rd.

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the “City”), and Cebridge Acquisition, L.P. dba Suddenlink Communications (the “Contractor”), for the following work: a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed a total of **Six Thousand Seven Hundred Twenty** and 00/100 Dollars (\$6,720.00) to be paid at **Five Hundred Sixty and 00/100 Dollars (\$560.00)** per month. This contract is for a one (1) year term which may be renewed annually for two (2) additional one (1) year terms as set out in Section 5.1 of the Scope of Services.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by

the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

5. **Time is of the essence in this Contract.**

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$25,000.00)**

 X A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

 B. It is further agreed that the Contractor (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the

negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. The City's use of Contractor's services will be in accordance with Contractor's Acceptable Use Policy (AUP), the current version of which is incorporated as Exhibit D except that any terms of the AUP that are inconsistent with the terms of this contract shall not apply. The City's use of Contractor's services is for the purpose of providing Internet access for citizens and visitors at certain facilities and locations. The City is not responsible for end users' failure to comply with the AUP but will use its' best efforts to ensure that the AUP is available to end users. In the event that Contractor determines, in its reasonable discretion, that any end user of the Service hereunder is violating the AUP, Contractor may take any such action it deems appropriate or advisable to rectify the situation including, without limitation, suspending or terminating service to the applicable location or multiple locations. Contractor shall reasonably notify the City of any such action. Once Contractor is satisfied, in its sole discretion, that further violations of the AUP will not occur, Contractor may reinstate all suspended Service. A pro rata portion of the City's monthly fee will be waived during the time that Services are suspended.

15. Contractor may terminate the agreement for default by the City, including if the City does not pay the monthly fee, by providing thirty (30) days' notice to the City and the City fails to cure the reason for default. Default by the City shall include City violations of the AUP.
16. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
17. This Contract may only be amended by written instrument approved and executed by the parties.
18. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
19. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
20. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
21. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
22. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR THE OTHER PARTY'S INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS) ARISING OUT OF OR RELATING TO THE SERVICES OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each Party hereby releases the other Party, its subsidiaries and Affiliates, and their respective officers, directors, managers, employees, and agents, from any claim for the other party's indirect, consequential, special, incidental, reliance or punitive damages of any kind or nature whatsoever.
23. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

25. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed, at which time Contract 09-133 is terminated and shall no longer be in effect.

**CEBRIDGE ACQUISITION, L.P.
DBA SUDDENLINK COMMUNICATIONS**

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____

Exhibit A

SCOPE OF SERVICES

Contractor will provide bulk Internet access to the City Hall building located at 1101 Texas Ave, designated as the initial breakout location. The City reserves the right to add additional breakout locations in the future, should it become necessary. Should the City determine the need for additional breakout location(s), the Contractor will be notified and granted first right of refusal to provide Internet access at the new location(s). The addition of additional breakout locations will require negotiation of costs to add, connect, and service the new location(s).

The City will route Internet traffic using Virtual Local Area Networks (VLANs) from end users to the breakout location(s). All equipment, components, and software necessary to route the traffic from end users to the demarcation point at the breakout location(s) will be the responsibility of the City.

1.0 INTERNET SERVICE TECHNICAL REQUIREMENTS

- 1.1 Contractor(s) will provide, install and maintain all equipment necessary to connect to the Internet via industry standard TCP/IP Ethernet at the location(s) and bandwidth(s) specified:
 - 1.1.1 40 Mbps download, 40 Mbps upload.
- 1.2 Contractor(s) will provide at least 14 statically assigned, public IP addresses.

2.0 SERVICES PROVIDED

- 2.1 Contractor(s) will provide the necessary labor, parts, transportation, and technical expertise to implement the Services.
- 2.2 Contractor(s) will provide a project manager who will be a single point of contact for Service implementation. Following initial implementation and upon satisfactory testing and acceptance, Contractor will provide a single point of contact for account management.
- 2.3 Contractor(s) will conduct a pre-installation site visit and planning meeting to assist in defining space, environment, power, cabling, port assignments and configuration of the Service connections.
- 2.4 Contractor(s) will provide, install and maintain all equipment that demarcates the Service connections.
- 2.5 Contractor(s) will provide a minimum 99.9% uptime (excluding scheduled maintenance and force majeure events) for the Service within any given thirty (30) day consecutive period. In the event that the Service becomes unavailable for reasons other than scheduled maintenance and force majeure events, City

will, upon request within 60 days after the end of the month in which the credit was earned, be entitled to a service credit off of the monthly charge for particular month. Contractor’s maintenance log and trouble ticketing systems will be used for calculating the cumulative unavailability. In no event shall the total credits issued to City per month exceed the monthly recurring charges for the Service for that month. City's sole liability for any outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service. Service credits, in each case, are based on the cumulative unavailability of the Service in a given calendar month as set forth in the following table:

Cumulative Unavailability hrs:mins:secs)	Service Level Credit (MRC)
0:00:01 – 1:00:00	no credit
02:00:01 – 04:00:00	10%
04:00:01 – 6:00:00	20%
6:00:01 – 8:00:00	30%
8:00:01 – 10:00:00	40%
10:00:01 or greater	100%

- 2.6 Contractor will provide 24x7x365 proactive monitoring of network availability, connectivity points and customer connections.
- 2.7 Contractor will notify City of College Station of any detected service disruption within fifteen (15) minutes via email, phone or pager.
- 2.8 The Contractor shall commit to mutually agreed upon performance and response standards for problem resolution and guarantee the agreed upon level of service, which shall be subject, where applicable, upon Contractor’s access to City-owned sites:

Network Down: Qualified service technician to be actively troubleshooting within 15 minutes of being notified. Actual repair to be completed within two hours or Contractor(s) will call City of College Station to provide status and initiate escalation procedures.

Network Problem: Qualified service technician to be actively troubleshooting within 30 minutes of being notified. Actual repair to be completed within three hours or Contractor(s) will call City of College Station to provide status and initiate escalation procedures.

- 2.9 The Contractor will limit scheduled maintenance activities to the hours between 1:00 am and 6:00 am and provide City of College Station with at least forty-eight (48) hours advance notice of any scheduled maintenance activity.
- 2.10 Contractor will provide 24x7x365 telephone customer support.

- 2.11 Upon request of the City, Contractor will provide a maintenance log or database log that provides details of service calls and maintenance actions performed.
- 2.12 Contractor(s) will provide the ability for City of College Station personnel with access to real-time and historical Internet connection statistics to determine connection performance including uptime as well as peak and average utilization. Alternatively, utilization reports will be available on a predetermined scheduled basis at no additional cost.
- 2.13 Contractor(s) will conduct quarterly meetings with City of College Station personnel to review service delivery availability and performance.
- 2.14 Service Summary:
40 Mbps of Dedicated Internet Bandwidth delivered via two fiber optic strands from the Suddenlink Headend at 4114 E 29th St to the City of College Station at 1101 Texas Ave in College Station, TX.

Suddenlink shall provide, install and maintain a Cisco 3560 8 port switch, which will include an Ethernet handoff out of port 1.

Project Manager: Alvin Trotter Engineer: Anthony Medlock

3.0 USE OF PREMISES

- 3.1 The Contractor will confine operations at the agreed upon point of demarcation as directed by City of College Station.
- 3.2 The Contractor shall maintain the work area in a safe and clean condition throughout the installation.
- 3.3 City of College Station will provide access to all work areas required.
- 3.4 Contractor will conform to City of College Station's security practices.

4.0 COMPLETION OF WORK

- 4.1 The Contractor will clean the installation site and remove any and all excess materials.
- 4.2 The Contractor shall correct any damage to property that may have occurred as a result of installation.
- 4.3

5.0 PRICING AND BILLING REQUIREMENTS

- 5.1 Pricing will be guaranteed for three years from the date of the Notice of Acceptance and itemized per location. The term of contract is one year and will thereafter automatically renew for another two one year terms unless either party notifies the other party at least thirty (30) days in advance. The funding of this service will be subject to an annual appropriation by City of College Station City Council. Pricing and Terms are summarized as follows:

36 month price guarantee
\$560/month
\$0 Installation

The rates quoted above shall be in effect no later than 30 days after the effective date of this agreement.

- 5.2 The Contractor will assist City of College Station in making reasonable budget projections for the purpose of determining the amount to be budgeted or appropriated by the City to fund the service for each fiscal year.
- 5.3 The Contractor will assist City of College Station in feasibility studies relative to Internet connection capacity upgrades.
- 5.4 A billing account representative will be assigned to City of College Station.
- 5.5 Multiple invoices may be required.
- 5.6 Billing will be itemized per breakout location.
- 5.7 Partial months of service will be prorated to the day.

Exhibit B

INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

- II. General Requirements Applicable to All Policies:
 - A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - C. "Claims Made" policies are not accepted.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
 - F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

- III. Commercial General Liability
 - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - C. Coverage shall be at least as broad as ISO form GC 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 the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity
provided herein) Host Liquor Liability, Personal & Advertising Liability; and
Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a
“A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily
injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00
01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of
the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos,
any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit
of \$1,000,000.00.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the
City as Additional Insured and further providing that the Contractor’s policies are
primary to any self-insurance or insurance policies procured by the City. The additional
insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver
of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of
the City on all policies obtained by the Contractor in compliance with the terms of this
Agreement. Contractor shall be responsible for all deductibles which may exist on any
policies obtained in compliance with the terms of this Agreement. All coverage for
subcontractors shall be subject to the requirements stated herein. All Certificates of
Insurance and endorsements shall be furnished to the City’s Representative at the time of
execution of this Agreement, attached hereto as Exhibit C, and approved by the City
before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas
Administrative Code, all employees of 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 Texas Department of Insurance
Division of Workers Compensation (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. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are 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 Workers 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, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, 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") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-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 Division of Workers Compensation, 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."

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C

CERTIFICATES OF INSURANCE

Exhibit D

ACCEPTABLE USE POLICY

Suddenlink Communications ("Suddenlink") has adopted this acceptable use policy applicable to all users of Suddenlink's high speed Internet service, including Suddenlink's web sites, suddenlink.com and suddenlink.net (the "Internet Service"). This acceptable use policy is intended to advance Suddenlink's goal of providing reliable and high quality Internet service to its subscribers.

1. APPLICABILITY

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO USING THE SERVICE; BY SUBSCRIBING TO THE INTERNET SERVICE, YOU, THE SUBSCRIBER, ARE AGREEING TO THE TERMS OF THIS ACCEPTABLE USE POLICY. YOU ARE RESPONSIBLE FOR ANY VIOLATION OF THIS ACCEPTABLE USE POLICY OR MISUSE OF THE SERVICE THROUGH THE USE OF YOUR ACCOUNT, EVEN IF THE MISUSE WAS CONDUCTED BY A THIRD PARTY OR OTHER END USER WITH ACCESS TO YOUR ACCOUNT, WHETHER PERMITTED BY YOU. IT IS YOUR RESPONSIBILITY TO SECURE YOUR COMPUTER(S), NETWORK AND/OR ANY DEVICE CONNECTED TO THE SERVICE SO THAT SUCH MISUSE IS PREVENTED.

2. REVISIONS TO POLICY

SUDDENLINK MAY REVISE THIS ACCEPTABLE USE POLICY FROM TIME TO TIME WITHOUT NOTICE BY POSTING A SUCH REVISION ON SUDDENLINK.COM OR ANY SUCCESSOR URL. ANY REVISION OF THIS ACCEPTABLE USE POLICY IS EFFECTIVE IMMEDIATELY UPON SUCH POSTING. AS SUCH, YOU SHOULD REGULARLY VISIT SUDDENLINK.COM AND REVIEW THE POSTED ACCEPTABLE USE POLICY. IN THE EVENT OF A CONFLICT BETWEEN ANY SUBSCRIBER OR CUSTOMER AGREEMENT AND THIS ACCEPTABLE USE POLICY, THE TERMS OF THIS ACCEPTABLE USE POLICY WILL GOVERN.

3. VIOLATIONS

SUDDENLINK RESERVES THE RIGHT TO IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT SUDDENLINK'S SOLE DISCRETION IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. SUDDENLINK ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION FROM SUDDENLINK'S WEB SITES THAT VIOLATE THIS POLICY FOR ANY REASON WHATSOEVER FROM AT OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

4. COMMERCIAL USE

If you are a commercial subscriber of Suddenlink, this paragraph 4 shall not apply to your subscription to the Internet but only to the extent that your subscription expressly addresses such use.

The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet Contractor. You may set up one (1) Web page per e-mail account for personal use using the Internet Service, but you may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means.

5. NO ILLEGAL OR FRAUDULENT USE

You agree that you will not use, nor allow others to use, the Internet Service to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a

crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is libelous, obscene, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid or Ponzi scheme, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

To the extent allowed by law, you agree to indemnify, defend and hold harmless Suddenlink and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.

6. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software.

7. NO THREATS OR HARASSMENT

You agree that you will not use, nor allow others to use, the Internet Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

8. NO HARM TO AND PROTECTION OF MINORS

You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

9. NO "SPAMMING"

You agree that you will not use, nor allow others to use, the Internet Service to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

10. NO "HACKING"

You agree that you will not use, nor allow others to use, the Internet Service to access the accounts of others or to attempt to penetrate security measures of the Internet Service or access any other person's computer or computer system, software, or data without their knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

11. NO SYSTEM DISRUPTION

You agree that you will not use, nor allow others to use, the Internet Service to disrupt Suddenlink's network or computer equipment owned by other Suddenlink customers. You also agree that you will not use, nor allow others to use, the Internet Service to disrupt other Internet Contractors or services, including but not limited to by e-mail bombing or the use of mass mailing programs.

12. NO IMPERSONATION OR FORGERY

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service.

13. NO ABUSE OF NEWSGROUPS

You agree that will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

14. NO EXCESSIVE BANDWIDTH USAGE

Suddenlink offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth, data storage, electronic mail and other threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of Suddenlink's High Speed Internet Service has limits on the maximum speed at which you may send and receive data at any time, as set forth in the price list or, and either the Residential Service Agreement or the Commercial Service Agreement, whichever is applicable (the "Service Agreement"). You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by Suddenlink. You agree that Suddenlink may change the bandwidth or other threshold limitation of any tier by amending the price list or Service Agreement. Your continued use of the Internet Service following such a change will constitute your acceptance thereof. You also agree that Suddenlink may use technical means, including but not limited to suspending or reducing the speed of the Internet Service, to ensure compliance with your tier of service and to ensure that Suddenlink's High Speed Internet Service operates efficiently. You further agree that Suddenlink has the right to monitor your usage patterns to facilitate the provision of Suddenlink's High Speed Internet Service and to ensure your compliance with the package of service you selected and the Service Agreement and to efficiently manage the network and the provision of High Speed Internet Services. Suddenlink may take such steps as it determines appropriate in the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement. Additionally, Suddenlink may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

15. NO "VIRUSES"

You agree that you will not use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

16. SUDDENLINK MONITORING.

Suddenlink may not routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy. Suddenlink's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect. Suddenlink reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Internet Service from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Internet Service and Suddenlink users.

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the “City”), and Cebridge Acquisition, L.P. dba Suddenlink Communications (the “Contractor”), for the following work: a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed a total of Ten Thousand Eighty and 00/100 Dollars (\$10,080.00) to be paid at Eight Hundred Forty and 00/100 **Dollars \$840.00** per month. This contract is for a one (1) year term which may be renewed annually for two (2) additional one (1) year terms as set out in Section 5.1 of the Scope of Services.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by

the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

5. **Time is of the essence in this Contract.**

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$25,000.00)**

A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

B. It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the

negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the construction work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's construction work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing upon not less than thirty (30) days' notice. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. The City's use of Contractor's services will be in accordance with Contractor's Acceptable Use Policy (AUP), the current version of which is incorporated as Exhibit D except that any terms of the AUP that are inconsistent with the terms of this contract shall not apply. The City's use of Contractor's services is for the purpose of providing Internet access for city employees. The City is not responsible for end users' failure to comply with the AUP but will use its' best efforts to ensure that the AUP is available to end users. In the event that Contractor determines, in its reasonable discretion, that any end user of the Service hereunder is violating the AUP, Contractor may take any such action it deems appropriate or advisable to rectify the situation including, without limitation, suspending or terminating service to the applicable location or multiple locations. Contractor shall provide ten business days advance notice prior to suspending or terminating service. Once Contractor is satisfied, in its sole discretion, that further violations of the AUP will not occur, Contractor may reinstate all suspended Service. A pro rata portion of the City's monthly fee will be waived during the time that Services are suspended.

15. Contractor may terminate the agreement for default by the City, including if the City does not pay the monthly fee, by providing thirty (30) days' notice to the City and the City fails to cure the reason for default. Default by the City shall include City violations of the AUP.
16. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
17. This Contract may only be amended by written instrument approved and executed by the parties.
18. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
19. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
20. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
21. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
22. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR THE OTHER PARTY'S INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS) ARISING OUT OF OR RELATING TO THE SERVICES OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each Party hereby releases the other Party, its subsidiaries and Affiliates, and their respective officers, directors, managers, employees, and agents, from any claim for the other party's indirect, consequential, special, incidental, reliance or punitive damages of any kind or nature whatsoever.
23. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

25. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**CEBRIDGE ACQUISITION, L.P.
DBA SUDDENLINK COMMUNICATIONS**

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____

Exhibit A

SCOPE OF SERVICES

Contractor will provide bulk Internet access to the City building located at 310 Krenek Tap Rd, designated as the initial breakout location. The City reserves the right to add additional breakout locations in the future, should it become necessary. Should the City determine the need for additional breakout location(s), the Contractor will be notified and granted first right of refusal to provide Internet access at the new location(s). The addition of additional breakout locations will require negotiation of costs to add, connect, and service the new location(s).

The City will route Internet traffic using Virtual Local Area Networks (VLANs) from end users to the breakout location(s). All equipment, components, and software necessary to route the traffic from end users to the demarcation point at the breakout location(s) will be the responsibility of the City.

1.0 INTERNET SERVICE TECHNICAL REQUIREMENTS

1.1 Contractor(s) will provide, install and maintain all equipment necessary to connect to the Internet via industry standard TCP/IP Ethernet at the location(s) and bandwidth(s) specified:

1.1.1 60 Mbps download, 60 Mbps upload at \$840/month

2.0 SERVICES PROVIDED

2.1 Contractor(s) will provide the necessary labor, parts, transportation, and technical expertise to implement the Services.

2.2 Contractor(s) will provide a project manager who will be a single point of contact for Service implementation. Following initial implementation and upon satisfactory testing and acceptance, Contractor will provide a single point of contact for account management.

2.3 Contractor(s) will conduct a pre-installation site visit and planning meeting to assist in defining space, environment, power, cabling, port assignments and configuration of the Service connections.

2.4 Contractor(s) will provide, install and maintain all equipment that demarcates the Service connections.

2.5 Contractor(s) will provide a minimum 99.9% uptime (excluding scheduled maintenance and force majeure events) for the Service within any given thirty (30) day consecutive period. In the event that the Service becomes unavailable for reasons other than scheduled maintenance and force majeure events, City will, upon request within 60 days after the end of the month in which the credit was earned, be entitled to a service credit off of the monthly charge for

particular month. Contractor’s maintenance log and trouble ticketing systems will be used for calculating the cumulative unavailability. In no event shall the total credits issued to City per month exceed the monthly recurring charges for the Service for that month. City's sole liability for any outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service. Service credits, in each case, are based on the cumulative unavailability of the Service in a given calendar month as set forth in the following table:

Cumulative Unavailability hrs:mins:secs)	Service Level Credit (MRC)
0:00:01 – 1:00:00	no credit
02:00:01 – 04:00:00	10%
04:00:01 – 6:00:00	20%
6:00:01 – 8:00:00	30%
8:00:01 – 10:00:00	40%
10:00:01 or greater	100%

- 2.6 Contractor will provide 24x7x365 proactive monitoring of network availability, connectivity points and customer connections.
- 2.7 Contractor will notify City of College Station of any detected service disruption within fifteen (15) minutes via email, phone or pager.
- 2.8 The Contractor shall commit to mutually agreed upon performance and response standards for problem resolution and guarantee the agreed upon level of service, which shall be subject, where applicable, upon Contractor’s access to City-owned sites:

Network Down: Qualified service technician to be actively troubleshooting within 15 minutes of being notified. Actual repair to be completed within two hours or Contractor(s) will call City of College Station to provide status and initiate escalation procedures.

Network Problem: Qualified service technician to be actively troubleshooting within 30 minutes of being notified. Actual repair to be completed within three hours or Contractor(s) will call City of College Station to provide status and initiate escalation procedures.

- 2.9 The Contractor will limit scheduled maintenance activities to the hours between 1:00 am and 6:00 am and provide City of College Station with at least forty-eight (48) hours advance notice of any scheduled maintenance activity.

- 2.10 Contractor will provide 24x7x365 telephone customer support.

- 2.11 Upon request of the City, Contractor will provide a maintenance log or database log that provides details of service calls and maintenance actions performed.
- 2.12 Contractor(s) will provide the ability for City of College Station personnel with access to real-time and historical Internet connection statistics to determine connection performance including uptime as well as peak and average utilization. Alternatively, utilization reports will be available on a predetermined scheduled basis at no additional cost.
- 2.13 Contractor(s) will conduct quarterly meetings with City of College Station personnel to review service delivery availability and performance.
- 2.14 Service Summary:
60 Mbps of Dedicated Internet Bandwidth delivered via two fiber optic strands from the Suddenlink Headend at 4114 E 29th St to the City of College Station at 310 Krenek Tap Rd in College Station, TX.
Suddenlink shall provide, install and maintain a Cisco 3560 8 port switch, which will include an Ethernet handoff out of port 1.
Project Manager: Alvin Trotter Engineer: Anthony Medlock

3.0 USE OF PREMISES

- 3.1 The Contractor will confine operations at the agreed upon point of demarcation as directed by City of College Station.
- 3.2 The Contractor shall maintain the work area in a safe and clean condition throughout the installation.
- 3.3 City of College Station will provide access to all work areas required.
- 3.4 Contractor will conform to City of College Station's security practices.

4.0 COMPLETION OF WORK

- 4.1 The Contractor will clean the installation site and remove any and all excess materials.
- 4.2 The Contractor shall correct any damage to property that may have occurred as a result of installation.

5.0 PRICING AND BILLING REQUIREMENTS

- 5.1 Pricing will be guaranteed for three years from the date of the Notice of Acceptance and itemized per location. The term of contract is one year and

will thereafter automatically renew for another two one year terms unless either party notifies the other party at least thirty (30) days in advance. The funding of this service will be subject to an annual appropriation by City of College Station City Council. Pricing and Terms are summarized as follows:

36 month price guarantee
\$840/month
\$0 Installation

The rates quoted above shall be in effect no later than 30 days after the effective date of the Agreement.

- 5.2 The Contractor will assist City of College Station in making reasonable budget projections for the purpose of determining the amount to be budgeted or appropriated by the City to fund the service for each fiscal year.
- 5.3 The Contractor will assist City of College Station in feasibility studies relative to Internet connection capacity upgrades.
- 5.4 A billing account representative will be assigned to City of College Station.
- 5.5 Multiple invoices may be required.
- 5.6 Billing will be itemized per breakout location.
- 5.7 Partial months of service will be prorated to the day.

Exhibit B

INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

- II. General Requirements Applicable to All Policies:
 - A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - C. "Claims Made" policies are not accepted.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
 - F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

- III. Commercial General Liability
 - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - C. Coverage shall be at least as broad as ISO form GC 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 the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity
provided herein) Host Liquor Liability, Personal & Advertising Liability; and
Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a
“A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily
injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00
01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of
the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos,
any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit
of \$1,000,000.00.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the
City as Additional Insured and further providing that the Contractor’s policies are
primary to any self-insurance or insurance policies procured by the City. The additional
insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver
of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of
the City on all policies obtained by the Contractor in compliance with the terms of this
Agreement. Contractor shall be responsible for all deductibles which may exist on any
policies obtained in compliance with the terms of this Agreement. All coverage for
subcontractors shall be subject to the requirements stated herein. All Certificates of
Insurance and endorsements shall be furnished to the City’s Representative at the time of
execution of this Agreement, attached hereto as Exhibit C, and approved by the City
before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas
Administrative Code, all employees of 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 Texas Department of Insurance
Division of Workers Compensation (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. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are 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 Workers 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, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, 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") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-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 Division of Workers Compensation, 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."

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C

CERTIFICATES OF INSURANCE

Exhibit D

ACCEPTABLE USE POLICY

Suddenlink Communications ("Suddenlink") has adopted this acceptable use policy applicable to all users of Suddenlink's high speed Internet service, including Suddenlink's web sites, suddenlink.com and suddenlink.net (the "Internet Service"). This acceptable use policy is intended to advance Suddenlink's goal of providing reliable and high quality Internet service to its subscribers.

1. APPLICABILITY

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO USING THE SERVICE; BY SUBSCRIBING TO THE INTERNET SERVICE, YOU, THE SUBSCRIBER, ARE AGREEING TO THE TERMS OF THIS ACCEPTABLE USE POLICY. YOU ARE RESPONSIBLE FOR ANY VIOLATION OF THIS ACCEPTABLE USE POLICY OR MISUSE OF THE SERVICE THROUGH THE USE OF YOUR ACCOUNT, EVEN IF THE MISUSE WAS CONDUCTED BY A THIRD PARTY OR OTHER END USER WITH ACCESS TO YOUR ACCOUNT, WHETHER PERMITTED BY YOU. IT IS YOUR RESPONSIBILITY TO SECURE YOUR COMPUTER(S), NETWORK AND/OR ANY DEVICE CONNECTED TO THE SERVICE SO THAT SUCH MISUSE IS PREVENTED.

2. REVISIONS TO POLICY

SUDDENLINK MAY REVISE THIS ACCEPTABLE USE POLICY FROM TIME TO TIME WITHOUT NOTICE BY POSTING A SUCH REVISION ON SUDDENLINK.COM OR ANY SUCCESSOR URL. ANY REVISION OF THIS ACCEPTABLE USE POLICY IS EFFECTIVE IMMEDIATELY UPON SUCH POSTING. AS SUCH, YOU SHOULD REGULARLY VISIT SUDDENLINK.COM AND REVIEW THE POSTED ACCEPTABLE USE POLICY. IN THE EVENT OF A CONFLICT BETWEEN ANY SUBSCRIBER OR CUSTOMER AGREEMENT AND THIS ACCEPTABLE USE POLICY, THE TERMS OF THIS ACCEPTABLE USE POLICY WILL GOVERN.

3. VIOLATIONS

SUDDENLINK RESERVES THE RIGHT TO IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT SUDDENLINK'S SOLE DISCRETION IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. SUDDENLINK ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION FROM SUDDENLINK'S WEB SITES THAT VIOLATE THIS POLICY FOR ANY REASON WHATSOEVER FROM AT OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

4. COMMERCIAL USE

If you are a commercial subscriber of Suddenlink, this paragraph 4 shall not apply to your subscription to the Internet but only to the extent that your subscription expressly addresses such use.

The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet Contractor. You may set up one (1) Web page per e-mail account for personal use using the Internet Service, but you may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means.

5. NO ILLEGAL OR FRAUDULENT USE

You agree that you will not use, nor allow others to use, the Internet Service to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a

crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is libelous, obscene, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid or Ponzi scheme, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

To the extent allowed by law, you agree to indemnify, defend and hold harmless Suddenlink and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.

6. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software.

7. NO THREATS OR HARASSMENT

You agree that you will not use, nor allow others to use, the Internet Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

8. NO HARM TO AND PROTECTION OF MINORS

You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

9. NO "SPAMMING"

You agree that you will not use, nor allow others to use, the Internet Service to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

10. NO "HACKING"

You agree that you will not use, nor allow others to use, the Internet Service to access the accounts of others or to attempt to penetrate security measures of the Internet Service or access any other person's computer or computer system, software, or data without their knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

11. NO SYSTEM DISRUPTION

You agree that you will not use, nor allow others to use, the Internet Service to disrupt Suddenlink's network or computer equipment owned by other Suddenlink customers. You also agree that you will not use, nor allow others to use, the Internet Service to disrupt other Internet Contractors or services, including but not limited to by e-mail bombing or the use of mass mailing programs.

12. NO IMPERSONATION OR FORGERY

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service.

13. NO ABUSE OF NEWSGROUPS

You agree that will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

14. NO EXCESSIVE BANDWIDTH USAGE

Suddenlink offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth, data storage, electronic mail and other threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of Suddenlink's High Speed Internet Service has limits on the maximum speed at which you may send and receive data at any time, as set forth in the price list or, and either the Residential Service Agreement or the Commercial Service Agreement, whichever is applicable (the "Service Agreement"). You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by Suddenlink. You agree that Suddenlink may change the bandwidth or other threshold limitation of any tier by amending the price list or Service Agreement. Your continued use of the Internet Service following such a change will constitute your acceptance thereof. You also agree that Suddenlink may use technical means, including but not limited to suspending or reducing the speed of the Internet Service, to ensure compliance with your tier of service and to ensure that Suddenlink's High Speed Internet Service operates efficiently. You further agree that Suddenlink has the right to monitor your usage patterns to facilitate the provision of Suddenlink's High Speed Internet Service and to ensure your compliance with the package of service you selected and the Service Agreement and to efficiently manage the network and the provision of High Speed Internet Services. Suddenlink may take such steps as it determines appropriate in the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement. Additionally, Suddenlink may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

15. NO "VIRUSES"

You agree that you will not use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

16. SUDDENLINK MONITORING.

Suddenlink may not routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy. Suddenlink's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect. Suddenlink reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Internet Service from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Internet Service and Suddenlink users.



Legislation Details (With Text)

File #: 14-883 **Version:** 1 **Name:** Rock Prairie Road East Rehabilitation

Type: Contract **Status:** Consent Agenda

File created: 12/2/2014 **In control:** City Council Regular

On agenda: 12/18/2014 **Final action:**

Title: Presentation, possible action, and discussion on a construction contract (Contract No. 14-422) with Angel Brothers Enterprises in the amount of \$1,400,962.80 for the construction of the Rock Prairie Road Rehabilitation Project.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Location Map.pdf](#)
[14-090 Tab.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a construction contract (Contract No. 14-422) with Angel Brothers Enterprises in the amount of \$1,400,962.80 for the construction of the Rock Prairie Road Rehabilitation Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

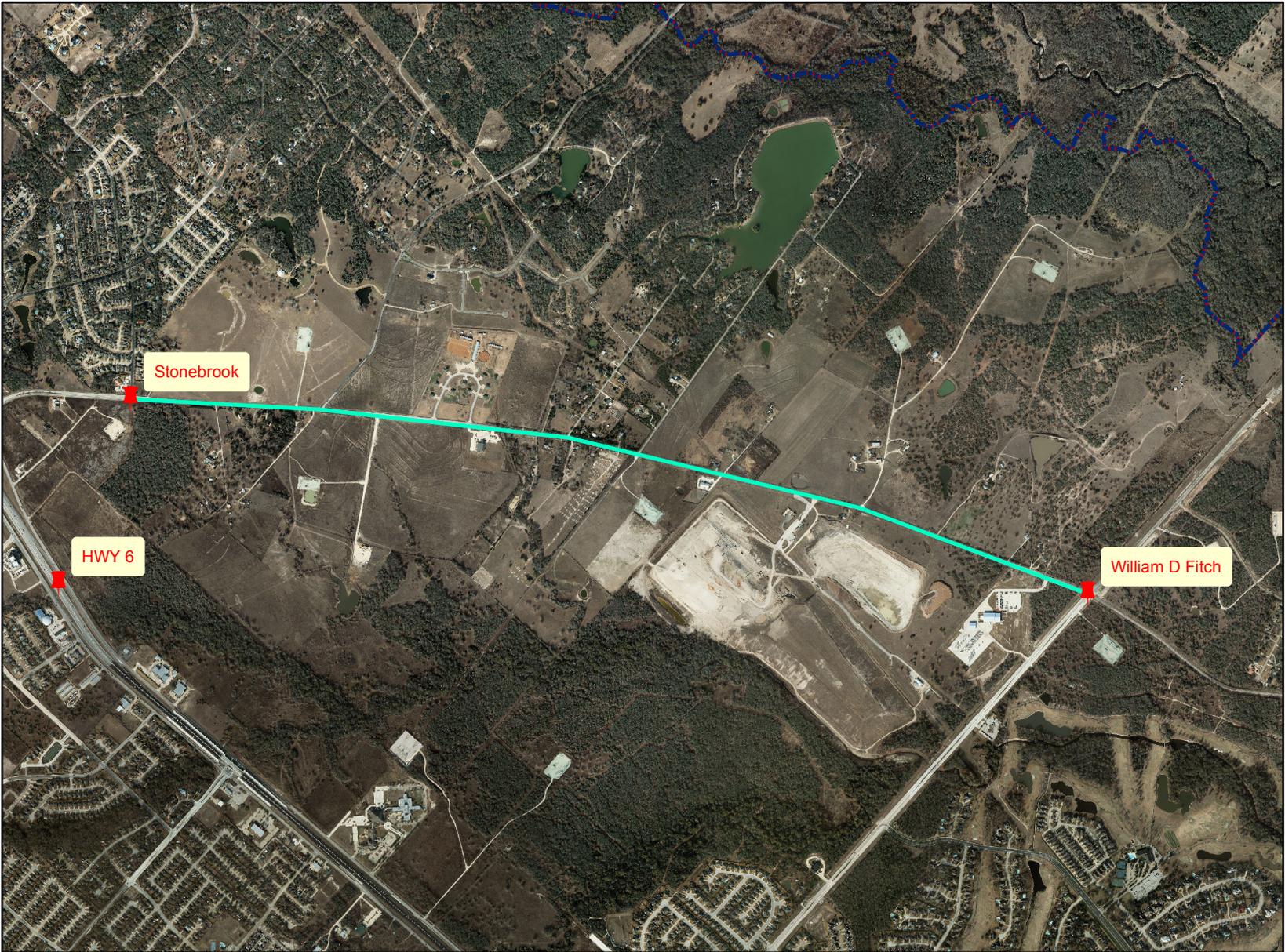
Recommendation(s): Staff recommends approval of the construction contract (Contract No. 14-422).

Summary: The Rock Prairie Road Rehabilitation Project will rehabilitate Rock Prairie Road from Stonebrook to William D Fitch, approximately 13,000 linear feet. The proposed improvements will extend the life of the road and will include base repair, pavement rehabilitation, and replacement of drainage culverts. Three bids were received on September 17, 2014. The base bid was for a specific type of pavement rehabilitation that uses a foamed asphalt system for stabilization. Alternate 1 was for a standard full depth pavement reclamation. Alternate 2 was for an emulsified asphalt system stabilization. The contract is for the base bid with alternate 1 for a total price of \$1,400,962.80. Angel Brothers Enterprises was the lowest responsible bidder.

Budget & Financial Summary: A total project budget of \$2,242,188 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$167,831.74 has been expended or committed to date, leaving a balance of \$2,074,356.26 for construction and remaining expenditures.

Attachments:

1. Contract on file in the City Secretary's office
2. Project location map
3. Bid tab



Rock Prairie Road Rehabilitation

Location Map



City of College Station - Purchasing Division
Bid Tabulation for #14-090
"Rock Prairie Road Rehabilitation Project"
Open Date: Wednesday, September 17, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Angel Brothers Enterprises, Ltd. (New Braunfels, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS									
1	1	LS	Mobilization, bonds, and insurance, as shown in the specifications and directed by the Engineer	\$135,000.00	\$135,000.00	\$144,000.00	\$144,000.00	\$130,000.00	\$130,000.00
2	1	LS	Traffic control, including all signage, barricades, temporary paving, cones, striping, buttons and related items and appurtenances, as shown on the drawings and directed by the Engineer, complete and in place.	\$120,000.00	\$120,000.00	\$148,353.00	\$148,353.00	\$65,000.00	\$65,000.00
3	1	LS	Pre-Construction Photographs as shown in the specifications and directed by the Engineer	\$500.00	\$500.00	\$3,850.00	\$3,850.00	\$500.00	\$500.00
GENERAL ITEMS - TOTAL				\$255,500.00		\$296,203.00		\$195,500.00	
REMOVALS									
4	80	LF	Remove and dispose of existing 24" CMP Culvert as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$18.00	\$1,440.00	\$35.60	\$2,848.00	\$20.00	\$1,600.00
5	175	LF	Remove and dispose of existing 30" CMP Culvert as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$18.00	\$3,150.00	\$35.10	\$6,142.50	\$30.00	\$5,250.00
6	200	LF	Remove and dispose of existing 36" CMP Culvert as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$18.00	\$3,600.00	\$35.00	\$7,000.00	\$30.00	\$6,000.00
7	44	LF	Remove and dispose of existing 48" CMP Culvert as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$18.00	\$792.00	\$47.00	\$2,068.00	\$50.00	\$2,200.00
REMOVALS - TOTAL				\$8,982.00		\$18,058.50		\$15,050.00	
ROADWAY & EARTHWORK									
8	25,334	LF	Blade Existing pavement edge as directed by the Engineer, complete and in place per linear foot	\$0.50	\$12,667.00	\$1.50	\$38,001.00	\$0.75	\$19,000.50
9	9,120	SY	Salvage, haul and stockpile reclaimed asphalt pavement (3-5" depth), as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$2.00	\$18,240.00	\$2.85	\$25,992.00	\$4.50	\$41,040.00
10	10,700	SY	Salvage, haul and stockpile existing base material (3-5" depth) as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$1.70	\$18,190.00	\$2.90	\$31,030.00	\$4.50	\$48,150.00
11	10,700	SY	Lime Stabilize Existing subgrade 8.5" depth with 3% by weight lime, as shown on the drawings and directed by the Engineer, complete in place per square yard.	\$2.30	\$24,610.00	\$2.65	\$28,355.00	\$5.50	\$58,850.00
12	10,700	SY	Install 8" of mixed RAP and existing base from stockpile, including placing the material, hauling from the stockpile, spreading, shaping, dragging, sprinkling or drying, compacting and finishing and for all manipulation, as shown in the drawings and directed by the Engineer, complete and in place per square yard	\$2.50	\$26,750.00	\$4.30	\$46,010.00	\$6.25	\$66,875.00



City of College Station - Purchasing Division
Bid Tabulation for #14-090
"Rock Prairie Road Rehabilitation Project"
Open Date: Wednesday, September 17, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Angel Brothers Enterprises, Ltd. (New Braunfels, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
13	8,800	SY	Furnish 2" flexible base material for recycling as shown on the drawings and directed by the Engineer, complete and in place per square yard.	\$3.00	\$26,400.00	\$3.65	\$32,120.00	\$3.75	\$33,000.00
14	8,800	SY	Recycle in place existing materials to 7" depth with 2.8% foamed bitumen and 1% cement, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$6.80	\$59,840.00	\$7.30	\$64,240.00	\$13.00	\$114,400.00
15	20,900	SY	Recycle in place existing materials to 8" depth with 2.8% foamed bitumen and 1% cement, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$7.10	\$148,390.00	\$7.40	\$154,660.00	\$13.00	\$271,700.00
16	406	Ton	Furnish PG64-22 Asphalt Bitumen for in-place recycling, as shown on the drawings and directed by the Engineer, complete and in place per ton	\$700.00	\$284,200.00	\$800.00	\$324,800.00	\$715.00	\$290,290.00
17	145	Ton	Furnish Cement as shown on the drawings and directed by the Engineer, complete and in place per ton	\$159.00	\$23,055.00	\$192.00	\$27,840.00	\$145.00	\$21,025.00
18	241	Ton	Furnish Lime (Hydrated, Commercial, or Quick) (Slurry) as shown on the drawings and directed by the Engineer, complete and in place per ton	\$188.00	\$45,308.00	\$171.60	\$41,355.60	\$150.00	\$36,150.00
19	1048	SY	Furnish and place 2" Ty D HMAC surface including prime coat and tack coat, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$19.00	\$19,912.00	\$15.40	\$16,139.20	\$11.10	\$11,632.80
20	8,500	SY	Furnish and place 2" Ty D HMAC surface including prime coat and tack coat, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$11.85	\$100,725.00	\$12.00	\$102,000.00	\$11.10	\$94,350.00
21	27,120	SY	Furnish and place 2.5" Ty D HMAC surface including prime coat and tack coat, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$14.00	\$379,680.00	\$14.15	\$383,748.00	\$13.50	\$366,120.00
ROADWAYS & EARTHWORK - TOTAL				\$1,187,967.00		\$1,316,290.80		\$1,472,583.30	
SIGNING & STRIPING									
22	25,334	LF	Furnish and install reflective pavement markings TY I (Yellow) 4" (Solid) (100MIL), as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$0.35	\$8,866.90	\$0.45	\$11,400.30	\$0.46	\$11,653.64
23	25,334	LF	Furnish and install reflective pavement markings TY I (White) 4" (Solid) (100MIL), as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$0.35	\$8,866.90	\$0.45	\$11,400.30	\$0.46	\$11,653.64
24	10	EA	Remove and replace small roadside sign assembly, as shown on the drawings and directed by the Engineer, complete and in place per each	\$575.00	\$5,750.00	\$680.00	\$6,800.00	\$675.00	\$6,750.00



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ITEM	QTY	UNIT	DESCRIPTION	Angel Brothers Enterprises, Ltd. (New Braunfels, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
25	640	EA	Furnish and install Reflective Pavement Marker Type II-A-A, as shown on the drawings and directed by the Engineer, complete and in place per each	\$3.25	\$2,080.00	\$4.15	\$2,656.00	\$8.00	\$5,120.00
SIGNING & STRIPING - TOTAL				\$25,563.80		\$32,256.60		\$35,177.28	
EROSION CONTROL									
26	1	LS	File notice of intent and storm water pollution prevention plan with TCEQ, maintain all necessary project records, and report to the Engineer	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00
27	800	LF	Furnish, maintain, and remove sediment control fence as shown on the erosion control sheet and specified by the Engineer, complete and in place per linear foot	\$2.20	\$1,760.00	\$3.85	\$3,080.00	\$3.00	\$2,400.00
28	80	LF	Furnish, maintain, and remove rock filter dams as shown on the erosion control sheet and specified by the Engineer, complete and in place per linear foot	\$28.00	\$2,240.00	\$35.00	\$2,800.00	\$75.00	\$6,000.00
29	28,000	SY	Hydromulching of disturbed areas including smoothing, mulch, seed, fertilizer, watering, maintenance and clean-up, complete and in place per square yard	\$0.42	\$11,760.00	\$0.50	\$14,000.00	\$0.50	\$14,000.00
EROSION CONTROL - TOTAL				\$16,260.00		\$21,080.00		\$27,400.00	
DRAINAGE									
30	85	LF	Furnish and install 30" RCP culvert, as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$180.00	\$15,300.00	\$138.40	\$11,764.00	\$135.00	\$11,475.00
31	38	LF	Furnish and install 36" RCP culvert, as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$190.00	\$7,220.00	\$141.60	\$5,380.80	\$180.00	\$6,840.00
32	38	LF	Furnish and install 4'x2' Concrete Box culvert, as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$310.00	\$11,780.00	\$314.90	\$11,966.20	\$300.00	\$11,400.00
33	116	LF	Furnish and install 4'x3' Concrete Box culvert, as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$320.00	\$37,120.00	\$333.80	\$38,720.80	\$300.00	\$34,800.00
34	38	LF	Furnish and install 5'x3' Concrete Box culvert, as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$380.00	\$14,440.00	\$394.20	\$14,979.60	\$300.00	\$11,400.00
35	44	LF	Furnish and install 6'x3' Concrete Box culvert, as shown on the drawings and directed by the Engineer, complete and in place per linear foot	\$440.00	\$19,360.00	\$447.50	\$19,690.00	\$350.00	\$15,400.00
36	4	EA	Furnish and install SET (TY II) (30 IN) (RCP) (3: 1) (C) as shown on the drawings and directed by the Engineer, complete and in place per each	\$1,700.00	\$6,800.00	\$2,435.00	\$9,740.00	\$2,200.00	\$8,800.00
37	2	EA	Furnish and install SET (TY II) (36 IN) (RCP) (3: 1) (C) as shown on the drawings and directed by the Engineer, complete and in place per each	\$2,100.00	\$4,200.00	\$2,690.00	\$5,380.00	\$2,650.00	\$5,300.00



City of College Station - Purchasing Division
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ITEM	QTY	UNIT	DESCRIPTION	Angel Brothers Enterprises, Ltd. (New Braunfels, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
38	2	EA	Furnish and install SET (TY I) (S= 4 FT) (HW= 2 FT) (3: 1) (C) as shown on the drawings and directed by the Engineer, complete and in place per each	\$4,400.00	\$8,800.00	\$4,710.00	\$9,420.00	\$2,200.00	\$4,400.00
39	6	EA	Furnish and install SET (TY I) (S= 4 FT) (HW= 3 FT) (3: 1) (C) as shown on the drawings and directed by the Engineer, complete and in place per each	\$4,800.00	\$28,800.00	\$5,820.00	\$34,920.00	\$2,500.00	\$15,000.00
40	2	EA	Furnish and install SET (TY I) (S= 5 FT) (HW= 3 FT) (3: 1) (C) as shown on the drawings and directed by the Engineer, complete and in place per each	\$6,400.00	\$12,800.00	\$7,930.00	\$15,860.00	\$3,200.00	\$6,400.00
41	2	EA	Furnish and install SET (TY I) (S= 6 FT) (HW= 3 FT) (3: 1) (C) as shown on the drawings and directed by the Engineer, complete and in place per each	\$6,500.00	\$13,000.00	\$8,950.00	\$17,900.00	\$3,200.00	\$6,400.00
DRAINAGE - TOTAL				\$179,620.00		\$195,721.40		\$137,615.00	
TOTAL BASE BID - ALL ITEMS				\$1,673,892.80		\$1,879,610.30		\$1,883,325.58	
BID ALTERNATE 1 - FULL DEPTH RECLAMATION									
1-01	18,000	SY	Salvage, haul and stockpile reclaimed asphalt pavement (5" depth), as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$2.40	\$43,200.00	\$2.85	\$51,300.00	\$4.50	\$81,000.00
1-02	20,900	SY	Salvage, haul and stockpile existing base material (3-5" depth) as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$1.70	\$35,530.00	\$2.90	\$60,610.00	\$4.50	\$94,050.00
1-03	7,500	SY	Mill and remove asphalt pavement (4" depth), as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$2.20	\$16,500.00	\$2.75	\$20,625.00	\$3.75	\$28,125.00
1-04	-10,700	SY	Delete Bid Item 11 Lime Stabilize Existing subgrade 8.5" depth with 3% by weight lime per square yard.	\$2.30	-\$24,610.00	\$2.65	-\$28,355.00	\$5.50	-\$58,850.00
1-05	29,300	SY	Stabilize Existing subgrade, 8" depth with 3% by weight cement and 1% lime, as shown on the drawings and directed by the Engineer, complete in place per square yard.	\$2.00	\$58,600.00	\$2.65	\$77,645.00	\$5.50	\$161,150.00
1-06	8,800	SY	Stabilize Existing subgrade, 8" depth with 3% by weight cement, as shown on the drawings and directed by the Engineer, complete in place per square yard.	\$1.70	\$14,960.00	\$2.65	\$23,320.00	\$5.50	\$48,400.00
1-07	20,900	SY	Install 8" of mixed RAP and existing base from stockpile, including placing the material, hauling from the stockpile, spreading, shaping, dragging, sprinkling or drying, compacting and finishing and for all manipulation, as shown in the drawings and directed by the Engineer, complete and in place per square yard	\$3.20	\$66,880.00	\$4.30	\$89,870.00	\$6.25	\$130,625.00
1-08	-8,800	SY	Delete bid item 13 - 2" flexible base material per square yard.	\$3.00	-\$26,400.00	\$3.65	-\$32,120.00	\$3.75	-\$33,000.00
1-09	8,800	SY	Furnish and install 4" flexible base material as shown on the drawings and directed by the Engineer, complete and in place per square yard.	\$6.00	\$52,800.00	\$7.10	\$62,480.00	\$7.42	\$65,296.00



City of College Station - Purchasing Division
Bid Tabulation for #14-090
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ITEM	QTY	UNIT	DESCRIPTION	Angel Brothers Enterprises, Ltd. (New Braunfels, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1-10	-8,800	SY	Delete Bid Item 14 - Recycle in place existing materials to 7" depth per square yard	\$6.80	-\$59,840.00	\$7.30	-\$64,240.00	\$13.00	-\$114,400.00
1-11	-20,900	SY	Delete Bid Item 15 - Recycle in place existing materials to 8" depth per square yard	\$7.10	-\$148,390.00	\$7.40	-\$154,660.00	\$13.00	-\$271,700.00
1-12	10,640	SY	Furnish and install geogrid Class A as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$1.90	\$20,216.00	\$1.90	\$20,216.00	\$5.00	\$53,200.00
1-13	-406	Ton	Delete Bid Item 16 - PG64-22 Asphalt Bitumen per ton	\$700.00	-\$284,200.00	\$800.00	-\$324,800.00	\$715.00	-\$290,290.00
1-14	300	Ton	Furnish Cement as shown on the drawings and directed by the Engineer, complete and in place per ton	\$159.00	\$47,700.00	\$194.10	\$58,230.00	\$145.00	\$43,500.00
1-15	-125	Ton	Delete from Base Bid Item 18 - Lime (Hydrated, Commercial, or Quick) (Slurry) per ton	\$188.00	-\$23,500.00	\$171.60	-\$21,450.00	\$150.00	-\$18,750.00
1-16	27,120	SY	Furnish and place 2" Ty D HMAC surface including prime coat and tack coat, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$11.70	\$317,304.00	\$12.00	\$325,440.00	\$11.10	\$301,032.00
1-17	-27,120	SY	Delete Bid Item 20 - 2.5" Ty D HMAC per square yard	\$14.00	-\$379,680.00	\$14.15	-\$383,748.00	\$13.50	-\$366,120.00
1-18	1	LS	Additional Mobilization, bonds, and insurance, as shown in the specifications and directed by the Engineer	\$0.00	\$0.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00
1-19	1	LS	Additional Traffic control, including all signage, barricades, temporary paving, cones, striping, buttons and related items and appurtenances, as shown on the drawings and directed by the Engineer, complete and in place.	\$0.00	\$0.00	\$12,000.00	\$12,000.00	\$60,000.00	\$60,000.00
ALTERNATE 1 - TOTAL ADD OR DEDUCT					-\$272,930.00		-\$201,137.00		-\$86,732.00
BID ALTERNATE 2 - EMULSIFIED ASPHALT STABILIZATION									
2-01	-9,120	SY	Delete Bid Item 9 - Salvage, haul and stockpile reclaimed asphalt pavement (3-5" depth) per square yard	\$2.00	-\$18,240.00	\$2.85	-\$25,992.00	\$4.50	-\$41,040.00
2-02	-10,700	SY	Delete Bid Item 10 - Salvage, haul and stockpile existing base material (3-5" depth) per square yard	\$1.70	-\$18,190.00	\$2.90	-\$31,030.00	\$4.50	-\$48,150.00
2-03	27,120	SY	Mill and remove asphalt pavement (5" depth), as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$2.30	\$62,376.00	\$2.90	\$78,648.00	\$4.50	\$122,040.00
2-04	7,500	SY	Mill and remove asphalt pavement (2" depth), as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$1.40	\$10,500.00	\$2.50	\$18,750.00	\$4.50	\$33,750.00
2-05	-10,700	SY	Delete Bid Item 11 - Lime Stabilize Existing subgrade 8.5" depth with 3% by weight lime per square yard.	\$2.30	-\$24,610.00	\$2.65	-\$28,355.00	\$5.50	-\$58,850.00
2-06	29,300	SY	Stabilize Existing subgrade, 8" depth with emulsified asphalt, as shown on the drawings and directed by the Engineer, complete in place per square yard.	\$6.80	\$199,240.00	\$4.20	\$123,060.00	\$13.00	\$380,900.00
2-07	8,800	SY	Stabilize Existing subgrade, 7" depth with emulsified asphalt, as shown on the drawings and directed by the Engineer, complete in place per square yard.	\$6.50	\$57,200.00	\$4.10	\$36,080.00	\$13.00	\$114,400.00
2-08	-10,700	SY	Delete Bid Item 12 - Install 8" of mixed RAP and existing base from stockpile per square yard	\$2.50	-\$26,750.00	\$4.30	-\$46,010.00	\$6.25	-\$66,875.00



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2-09	-8,800	SY	Delete bid item 13 - 2" flexible base material per square yard.	\$3.00	-\$26,400.00	\$3.65	-\$32,120.00	\$3.75	-\$33,000.00
2-10	8,800	SY	Furnish and install 4" flexible base material as shown on the drawings and directed by the Engineer, complete and in place per square yard.	\$6.00	\$52,800.00	\$7.10	\$62,480.00	\$7.42	\$65,296.00
2-11	-8,800	SY	Delete Bid Item 14 - Recycle in place existing materials to 7" depth per square yard	\$6.80	-\$59,840.00	\$7.30	-\$64,240.00	\$13.00	-\$114,400.00
2-12	-20,900	SY	Delete Bid Item 15 - Recycle in place existing materials to 8" depth per square yard	\$7.10	-\$148,390.00	\$7.40	-\$154,660.00	\$13.00	-\$271,700.00
2-13	10,640	SY	Furnish and install geogrid Class A as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$1.90	\$20,216.00	\$1.90	\$20,216.00	\$5.00	\$53,200.00
2-14	668	Ton	Furnish Emulsified Asphalt as shown in the drawings and directed by the engineer, complete and in place per ton	\$635.00	\$424,180.00	\$654.20	\$437,005.60	\$625.00	\$417,500.00
2-15	-406	Ton	Delete Bid Item 16 - PG64-22 Asphalt Bitumen per ton	\$700.00	-\$284,200.00	\$800.00	-\$324,800.00	\$715.00	-\$290,290.00
2-16	-145	Ton	Delete Bid Item 17 - Cement per ton	\$159.00	-\$23,055.00	\$192.00	-\$27,840.00	\$145.00	-\$21,025.00
2-17	-241	Ton	Delete Bid Item 18 - Lime (Hydrated, Commercial, or Quick) (Slurry) per ton	\$188.00	-\$45,308.00	\$171.60	-\$41,355.60	\$150.00	-\$36,150.00
2-18	27,120	SY	Furnish and place 5" Ty D HMA surface including prime coat and tack coat, as shown on the drawings and directed by the Engineer, complete and in place per square yard	\$27.20	\$737,664.00	\$26.70	\$724,104.00	\$23.75	\$644,100.00
2-19	-27,120	SY	Delete Bid Item 20 - 2.5" Ty D HMA per square yard	\$14.00	-\$379,680.00	\$14.15	-\$383,748.00	\$13.50	-\$366,120.00
2-20	1	LS	Add / delete to bid Item 1 - Mobilization, bonds, and insurance, as shown in the specifications and directed by the Engineer	\$0.00	\$0.00	\$8,500.00	\$8,500.00	\$20,000.00	\$20,000.00
2-21	1	LS	Add / Delete to Bid Item 2 - Traffic control, including all signage, barricades, temporary paving, cones, striping, buttons and related items and appurtenances, as shown on the drawings and directed by the Engineer, complete and in place.	\$0.00	\$0.00	\$12,000.00	\$12,000.00	\$65,000.00	\$65,000.00
ALTERNATE 2 - TOTAL ADD OR DEDUCT				\$509,513.00		\$360,693.00		\$568,586.00	

NOTES:

- »Brazos Paving miscalculated the total for Alternate 1. The highlighted amount above is correct.
- »Larry Young Paving miscalculated Alternate 1-02 and the grand total for Alternate 1. The highlighted amounts above are correct.
- »Larry Young Paving miscalculated Alternate 2-06 and the grand total for Alternate 2. The highlighted amounts above are correct.



Legislation Details (With Text)

File #:	14-887	Version:	1	Name:	U-Turn Prohibition on Texas Avenue between University Drive and Cooner Street
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	12/3/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code," of the Code of Ordinances of the City of College Station, Texas, to prohibit u-turns on northbound Texas Avenue between University Drive and Cooner Street.				
Sponsors:	Danielle Singh				
Indexes:					
Code sections:					
Attachments:	Ordinance.pdf Location Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code," of the Code of Ordinances of the City of College Station, Texas, to prohibit u-turns on northbound Texas Avenue between University Drive and Cooner Street.

Relationship to Strategic Goals: Core Services & Infrastructure

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

Summary: This item will amend Chapter 10, "Traffic Code," by prohibiting u-turns for northbound traffic on Texas Avenue between University Drive and Cooner Street. U-turns have been restricted in this area as part of the traffic mitigation plans approved by the Texas Department of Transportation for Northpoint Crossing.

Medians restrict left-turns into the Northpoint Crossing development from Texas Avenue and University Drive. With these access restrictions, a large volume of u-turns were anticipated at the end of the median on Texas Avenue. A left turn lane to accommodate u-turns at this location was not possible due to the proximity of the signal at the intersection of Texas Avenue and University Drive. Northbound traffic will still be able to access the site through Hensel Drive.

The traffic mitigation plans for Northpoint Crossing proposed a sign prohibiting U-Turns at this location which was installed by the developer.

Budget & Financial Summary: The "No U-turn" sign was installed by the developer of Northpoint Crossing.

Reviewed and Approved by Legal: Yes

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", N "U-TURN PROHIBITIONS", "TRAFFIC SCHEDULE XI – NO U-TURNS" 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 Chapter 10, "Traffic Code", Section 3 "Traffic Control Devices", N "U-Turn Prohibitions", "Traffic Schedule XI – No U-Turns" 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 punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Said Ordinance, being a penal 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 _____, 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, N “ U-Turn Prohibitions”, “Traffic Schedule XI – No U-Turns” of the Code of Ordinances of the City of College Station, Texas is hereby amended to include the following:

“Texas Avenue- No U-Turns on northbound Texas Avenue between University Drive and Cooner Street.”



U-Turn Prohibition

Northpoint Crossing

HENSEL

TEXAS

COONER

JANE

NIMITZ

EISENHOWER

NORTHPOINT

POPLAR

LINE OAK

UNIVERSITY

FRONT

NICOLAS

NORTHPOINT



Legislation Details (With Text)

File #:	14-888	Version:	1	Name:	MOU for Regional Bicycle and Pedestrian Infrastructure Coordination Program
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	12/3/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a Memorandum of Understanding (MOU) between the Bryan/College Station Metropolitan Planning Organization (BCS MPO), the City of Bryan, the City of College Station, Brazos County, Texas A&M University and the Texas Department of Transportation regarding the Bryan/College Station Regional Bicycle and Pedestrian Infrastructure Coordination Program.				
Sponsors:	Danielle Singh				
Indexes:					
Code sections:					
Attachments:	Memorandum of Understanding MPO Minutes recommending MOU to member entities				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Memorandum of Understanding (MOU) between the Bryan/College Station Metropolitan Planning Organization (BCS MPO), the City of Bryan, the City of College Station, Brazos County, Texas A&M University and the Texas Department of Transportation regarding the Bryan/College Station Regional Bicycle and Pedestrian Infrastructure Coordination Program.

Relationship to Strategic Goals: Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy, Improving Mobility and Sustainable City

Recommendation(s): Staff recommends approval.

Summary:

The MOU was formulated by the MPO's Bicycle and Pedestrian Subcommittee (BPSC) to establish a coordination process for the identification and development of bicycle and pedestrian projects, specifically in the vicinity of jurisdictional boundaries to best facilitate the achievement of developing a network of bicycle and pedestrian facilities as a component of a regional transportation system.

Through this MOU, entities agree to coordinate efforts in the vicinity of a transition or longitudinal zone. A transition zone is an area that is up to a ¼ mile long and approaches or crosses a jurisdictional boundary. A longitudinal zone is an area where a bicycle and/or pedestrian facility runs parallel to a jurisdictional boundary as in the case of state and city/county rights-of-way. Both will vary based on context of the location and the proposed improvements.

The current MPO BPSC will form the initial Regional Bicycle and Pedestrian Advisory Panel (RBPAP). The RBPAP will assist entities in resolving disagreements related to this MOU. They will

also recommend bicycle and pedestrian projects to the MPO Technical Advisory Committee (TAC). The RBPAP membership will consist of one member from each participating entity and additional members may be nominated as citizen or transportation stakeholder representatives. The RBPAP shall be limited to a total of 10 members.

The MOU was presented to the MPO TAC, which recommended its consideration by the Policy Committee. The Policy Committee reviewed and approved the draft document for presentation to member entities on September 3, 2014. Thereafter, the MOU was approved by Brazos County on November 11, 2014, the City of Bryan on November 18, 2014, TxDOT on November 18, 2014 and Texas A&M University in November, 2014. The MOU was also presented, for informational purposes, to the College Station Bicycle, Pedestrian, and Greenways Advisory Board on December 1, 2014.

Budget & Financial Summary: N/A

Attachments:

1. Memorandum of Understanding
2. MPO Minutes recommending MOU to member entities



**MEMORANDUM OF UNDERSTANDING
REGARDING THE BRYAN/COLLEGE STATION REGIONAL
BICYCLE AND PEDESTRIAN INFRASTRUCTURE
COORDINATION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS BY AND BETWEEN THE BRYAN/COLLEGE STATION METROPOLITAN PLANNING ORGANIZATION , THE CITY OF BRYAN, THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS A&M UNIVERSITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Bryan-College Station Metropolitan Planning Organization (BCS MPO) Policy Committee is designated by the Governor of Texas, in accordance with federal law, as the transportation planning decision-making body for the BCS MPO planning area which is contiguous with the boundaries of Brazos County, Texas; and

WHEREAS, on November 27, 2012 at a meeting titled “Improving Bicycle Facilities in the BCS Metroplex” representatives from the Texas Department of Transportation – Bryan District (TxDOT-BRY), the City of Bryan, the City of College Station, Texas A&M University (TAMU), the MPO, and others concluded that a regional bicycle and pedestrian plan that coordinates existing plans and existing and proposed facilities should be developed; and

WHEREAS, the City of Bryan, the City of College Station, Brazos County, TAMU and TxDOT-BRY are members of the MPO with voting representation on the MPO Policy Committee; and

WHEREAS, on December 20, 2012 during a regular meeting the MPO TAC approved the formation of a Bicycle & Pedestrian Subcommittee (BPSC) with the goal of developing a network of bicycle and pedestrian facilities as a component of the regional transportation system; and

WHEREAS, the BPSC determined that a memorandum of understanding between the MPO member entities establishing a coordination process for the identification and development of bicycle and pedestrian projects, specifically in the vicinity of jurisdictional boundaries will facilitate the achievement of the stated goal; and

WHEREAS, this approach allows each entity to independently apply their own policies, design guidelines and standards in relation to specific projects while introducing the opportunity to coordinate with adjacent entities in an agreed to manner.

NOW, THEREFORE, the City of Bryan, the City of College Station, Brazos County, TAMU and TxDOT-BRY agree to and acknowledge the following in relation to the Bryan/College Station Regional Bicycle and Pedestrian Infrastructure Coordination Program:

General Items

The BCS MPO planning area is contiguous with the boundary of Brazos County, Texas.

The Bicycle and Pedestrian Infrastructure Coordination Program is a cooperative program between the BCS MPO member entities.

The objective of the program is the development of a network of bicycle and pedestrian facilities as a component of the regional transportation system within the BCS MPO planning area.

Coordination

Entities agree to coordinate with all member entities on planning, designing and scheduling transportation projects that include or may include bicycle and pedestrian infrastructure in the vicinity of a jurisdictional boundary (described below). To keep the program current participating entities also agree to submit changes to bicycle and pedestrian plans and/or lists of identified projects to the Regional Bicycle & Pedestrian Advisory Panel (RBPAP) (described below) as they are made.

Jurisdictional Boundaries

Jurisdictional boundaries include city limits, county limits, rights-of-way and easements between entities.

Transition and Longitudinal Zones

A transition zone is an area that is up to ¼ mile (1,320 feet) long and approaches or crosses a jurisdictional boundary. The length and width of a transition zone varies and is determined by the context of the location and the proposed improvements.

A longitudinal zone is an area where a bicycle and/or pedestrian facility runs parallel to a jurisdictional boundary as in the case of state and city/county rights-of-way. The limits of the longitudinal zone may vary depending on the context of the location and the proposed improvements.

Regional Bicycle & Pedestrian Advisory Panel (RBPAP)

When requested, the RBPAP will assist entities in resolving disagreements related to this MOU. The RBPAP will listen to each entities perspective, evaluate the project, its context, and how it fits into the overall bicycle and pedestrian network and make specific recommendations, at the appropriate level of authority, to resolve the issue(s).

The RBPAP will also recommend individual bicycle and pedestrian projects to the MPO TAC. Project recommendations will be based on a project identification process using performance metrics identified in the MPO Project Prioritization Process. Projects will be presented to the MPO TAC for review, approval and recommendation to the MPO Policy Committee for inclusion in the MPO planning documents (MTP and Transportation Improvement Program – TIP).

The original RBPAP will be made up of current BPSC members representing the participating entities. New RBPAP members may be nominated by existing members and participating entities. RBPAP membership shall select new members from these nominations. Each participating entity shall maintain one member. Additional members may be nominated as citizen or transportation stakeholder representatives. The RBPAP shall be limited to a total of 10 members.

Once established, the RBPAP shall determine its own Bylaws. The MPO staff will coordinate the RBPAP meetings and provide support services.

Public Participation

When requested by a member entity, the MPO will participate in public meetings in an official capacity. When necessary in order to fulfill federal, state and local public participation requirements, the MPO will act as the lead agency for public meetings. The BCSMPO will also facilitate public meetings on projects included in MPO Metropolitan Transportation Plan (MTP). This level of participation will meet the requirements for access to federal transportation funds on individual projects as well as provide documentation of the public participation process.

Design Guidelines/Standards

Each entity will follow the design guidelines and standards established for use within its jurisdiction or area of operations and in accordance with the Federal Highway Administration memo dated August 20, 2013 and any future guidance pertinent to the non-motorized transportation network.

Entities that are coordinating on a specific project will agree on which guidelines and standards to be used within the transition zone.

One of the goals of this MOU is to have a smooth transition in design and contextual detail from one jurisdiction to another. Entities are encouraged to take this into account when establishing the design guidelines and standards that will be used on a particular project.

This MOU becomes effective upon execution by all parties and automatically renews each year, unless one party notifies the other parties of its intent to terminate the agreement.

Any required or permitted notifications to be given under this MOU shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the address set forth below the signature of the party:

By:
Mayor Nancy Berry, Chair

Date:

On Behalf of:
Bryan-College Station MPO, Policy Committee
3833 S. Texas Ave., Ste. 290, Bryan, TX 77802

By:
Mayor Jason Bienski

Date:

On Behalf of:
City of Bryan, TX
P.O. Box 1000, Bryan, TX 77803

By:
Mayor Nancy Berry

Date:

On Behalf of:
City of College Station, TX
P.O. Box 9960, College Station, TX 77842

By:
Judge Duane Peters

Date:

On Behalf of:
Brazos County, TX
200 S. Texas Ave., Ste. 332, Bryan, TX 77803

By:
Dr. Jerry Strawser, Chief Financial Officer

Date:

On Behalf of:
Texas A&M University
1181 TAMU, College Station, TX 77843

By:
Catherine Hejl, P.E., District Engineer

Date:

TxDOT-Bryan District
2591 N. Earl Rudder Freeway, Bryan, TX 77803

1 Bryan-College Station Metropolitan Planning Organization
2 MPO Policy Committee Meeting Minutes
3

4 **Date:** September 3, 2014
5

6 **Time:** 9:02 am
7

8 **Place:** Brazos County Commissioner’s Courtroom
9

10 **Certification of Quorum**

11 Voting members representing the City of College Station, Brazos County, City of Bryan and
12 TxDOT were in attendance. A list of persons in attendance is attached. The meeting was
13 chaired by Mayor Nancy Berry
14

15 **Welcome and Open Meeting – 9:02**
16

17 **Memorandum of Understanding Regarding Bicycle & Pedestrian Infrastructure**

18 **Coordination Program: Required Action**

19 This is the second document developed by the BPSC. This MOU deals with
20 bicycle/pedestrian infrastructure that crosses jurisdictional boundaries. Members agree to
21 coordinate planning for these areas to create a smooth transition between jurisdictions and
22 a more seamless bicycle/pedestrian system. It also creates a Regional Bicycle/Pedestrian
23 Advisory Panel – At first made up of current BPSC, but other members can be nominated
24 and voted for by the panel; limited to 10 members.
25

26 Motion to allow MPO staff to present MOU to MPO members: Ms. Hejl

27 Seconded by: Judge Peters

28 Motion passed by unanimous vote.
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30 **Adjourn 9:44**
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Legislation Details (With Text)

File #: 14-894 **Version:** 2 **Name:** Housing Assistance Program Guideline Updates
Type: Report **Status:** Consent Agenda
File created: 12/4/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion of proposed changes to the City's housing assistance programs funds with grants from the U. S. Department of Housing and Urban Development.
Sponsors: Debbie Eller
Indexes:
Code sections:
Attachments: [Attachment 1 - Summary of Proposed Changes to Housing Program Guidelines.pdf](#)
[Attachment 2 - Down Payment Assistance Loan Program.pdf](#)
[Attachment 3 - Minor Home Repair Program.pdf](#)
[Attachment 4 - Housing Rehabilitation Loan Program.pdf](#)
[Attachment 5 - Housing Reconstruction Loan Program.pdf](#)
[Attachment 6 - Rental Rehabilitation Loan Program.pdf](#)
[Attachment 7 - Leveraged Housing Development Program.pdf](#)
[Attachment 8 - Tenant Based Rental Assistance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of proposed changes to the City's housing assistance programs funds with grants from the U. S. Department of Housing and Urban Development.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends approval.

Summary:

The City receives the Community Development Block Grant and HOME Investment Partnership Program grants on an annual basis from the U. S. Department of Housing and Urban Development. These grant funds are currently used by the City to provide various housing assistance programs to income-eligible households. Current guidelines were adopted in 2010 and changes to the housing market over the past five years have made affordable housing opportunities increasingly difficult for individuals and families that meet the income-eligibility requirements. In addition to updating departmental and regulatory references, these proposed changes would make purchasing and maintaining a home in College Station more attainable to low and moderate income households.

Budget & Financial Summary: Funding for current grant funded housing assistance programs was

approved with the FY 2015 budget and Annual Action Plan.

Attachments:

Attachment 1 - Summary of Proposed Changes to Housing Program Guidelines

Attachment 2 - Down Payment Assistance Loan Program Guidelines

Attachment 3 - Minor Repair Program Guidelines

Attachment 4 - Housing Rehabilitation Loan Program Guidelines

Attachment 5 - Housing Reconstruction Loan Program Guidelines

Attachment 6 - Rental Rehabilitation Loan Program Guidelines

Attachment 7 - Leveraged Housing Development Program Guidelines

Attachment 8 - Tenant Based Rental Assistance Program Guidelines



MEMORANDUM

December 18, 2014

To: City Council

From: Community Services – Community Development Division

RE: Proposed Changes to Housing Program Guidelines

Background: The City receives Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Grant funds from the U. S. Department of Housing and Urban Development. These funds are used to provide various housing assistance programs to income-eligible households in College Station. The City has been providing this assistance through program guidelines that were adopted in 2010.

Changes to the housing market over the past five years have made it increasingly difficult for the low- and moderate- income population to secure decent and affordable housing. Because of the dominant student population, about 65% of the total housing units in the city are rentals – inversely proportional to the state. This creates a scenario in which 1) there is a relatively limited supply of homeownership opportunities, and 2) nonstudent households are forced to compete with students in the inflated rental market. According to Brazos Central Appraisal District data, the average value of structures in College Station between \$70,000 and \$130,000 has increased 12.8% over the past five years (2009 – 2013) from \$107,903 to \$121,672. This is compared to a 7.1% increase for Brazos County (excluding College Station) for the same time period, where the average increased from \$99,580 to \$106,722.

In addition to updating outdated information and regulatory references, the guidelines as proposed introduce a number of changes designed to make purchasing and maintaining a home in College Station more attainable to low and moderate income households. The following is a description of changes:

Down Payment Assistance Loan Program

Current Program

- Currently the Program offers a 0% interest deferred loan of up to 15% of the sales price of the home.

Proposed Changes

- The Program as proposed would provide need based “gap financing” of up to 30% of the sales price of a home in College Station. Gap financing would guard against over-subsidizing a Program loan, ensuring that no one receives more assistance than is necessary. The applicant’s total monthly PITI payment will not be more than 35% of their monthly income.
- The assistance would be in the form of a 0% interest deferred loan, just like our current program

- A “shared equity” amount would also be due back to the City when the client no longer owner occupied the property. This amount would be the same percentage of the equity as down payment assistance funds were to the sales price of the house.
 - For example, if a client borrowed \$25,000 to purchase a \$100,000 home (25% of the sales price) and sold the home ten years later for \$130,000, 25% of the equity accrued would be due back to the City along with the original \$25,000 borrowed. In this case, \$30,000 in equity was realized, so 25% and the original loan amount would be due back ($\$7,500 + \$25,000 = \$32,000$).
- The recapture of equity will ensure future affordability and success of the Program by allowing future Down Payment Assistance loan amounts to keep pace with rising home values.

Minor Home Repair Program

Current Program

- The program currently provides a grant of up to \$5,000 to address emergency and health and safety issues of eligible owner occupied residences.

Proposed Changes

- Under the proposed guidelines, the program would provide a grant of up to \$7,500 to address emergency and health and safety issues of eligible owner occupied residences.
- Under the proposed guidelines eligible repairs are listed under specific work areas - either health/safety issues or exterior home repairs/structural integrity issues (Section F on Page 5 of Minor Home Repair Guidelines).

Housing Rehabilitation Program

Current Program

- The program currently provides a mixed loan of up to \$50,000 to rehabilitate an owner occupied home. Half of the assistance amount is forgiven over a 10 year period. The remainder is repaid at 3% interest for a specified term.

Proposed Changes

- Under the proposed guidelines, the repayable portion for elderly households (62 years or older), disabled households, and households with incomes at or below 60% of the of the area median will be 0% interest deferred, repayable when the applicant no longer owner occupies the property.
- Minor Repair language is removed and separate guidelines are created for this program.
- Voluntary relocation assistance not to exceed \$4,500 is offered for eligible expenses. This assistance will be on a reimbursement basis only.

Housing Reconstruction Program

Current Program

- The program currently provides a mixed loan of up to \$110,000 to rehabilitate an owner occupied home. Half of the assistance amount capped at \$40,000 is forgiven over a 15 year period. The remainder is repaid at 3% interest for a specified term.

Proposed Changes

- Under the proposed guidelines, the repayable portion for elderly households (62 years or older), disabled households, and households with incomes at or below 60% of the area median will be 0% interest deferred, repayable when the applicant no longer owner occupies the property.
- Voluntary relocation assistance not to exceed \$4,500 is offered for eligible expenses. This assistance will be on a reimbursement basis only.

Rental Rehabilitation Loan Program

- The only changes to Rental Rehabilitation Loan Program guidelines are updating outdated information and regulatory citations.

Leveraged Housing Development Program

- The only changes to Leveraged Housing Development Program guidelines are updating outdated information and regulatory citations.

Tenant Based Rental Assistance Program Guidelines

- Guidelines have been created to satisfy Department of Housing and Urban Development Requirements. Program procedure has previously been authorized by Council through contracts.

CITY OF COLLEGE STATION
DOWN-PAYMENT ASSISTANCE PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the general operating procedures contained in 24 CFR Part 92 (Home Investment Partnerships Program) and/or 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Down-Payment Assistance Program (DAP) is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available.

DAP is designed to assist income-eligible homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only. DAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership and 570.201 Basic eligible activities. This may be accomplished in part by developing, with City Council approval, affordable single-family units to be made available to program eligible families.

The basic goals of the Down-Payment Assistance Program are:

- To provide homeownership opportunities for low income individuals and families,
- To expand the supply of decent housing available to low-income homebuyers, and
- To provide homeowner training and homebuyer counseling activities to low-income homebuyers.

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted, except for applicants applying under the Habitat for Humanity homebuyer program. The amount of financial assistance that may be provided by the Program will be based on the applicant's demonstrated need or "financial gap." DAP will provide a gap financing loan with a maximum of 30% of the sales price provided. The Program will maintain adequate records to support how the amount of Program assistance was calculated. Assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station will not be provided. The maximum purchase price shall not exceed 95% of the median area purchase price for the same type of residence. At his/her sole discretion, the Community Services Department Director may increase the amount of DAP assistance for an applicant purchasing properties developed by the City's Community Services Department or the City's non-profit partners if

necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

DAP assistance will require a lien by the City of College Station. DAP homebuyers must contribute a minimum of 1.5% of the sales price to the purchase of properties, except for applicants applying under the Habitat for Humanity homebuyer program. At the discretion of the Community Services Department Director, this requirement may be waived.

Participating lenders must provide escrow services to buyers for insurance and tax payment purposes. The City will not participate in purchases where the mortgage lender's interest rate exceeds the local average mortgage rate by more than one and one-half additional percentage points. Additionally, lender mortgages of less than fifteen (15) years will not be eligible for participation in the DAP Program.

B. HOMEBUYER ELIGIBILITY CRITERIA

Eligible applicants of DAP financial assistance must meet the following qualifications:

1. An applicant must have a gross income of less than eighty (80) percent of the College Station/Bryan area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income). Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
2. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.
3. Credit and Employment Standards
 - a. Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two (2) years. This provision does not apply to applicants applying under the Habitat for Humanity homebuyer program. The Community Services Department Director may waive this requirement if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.
 - b. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.
 - c. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.

4. Citizenship: In order to receive DAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

Property eligible for purchase under DAP is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: homeownership) and as follows:

1. The DAP will be implemented on a city-wide basis within the city limits of the City of College Station.
2. All single-family property, located within the above mentioned boundaries, is eligible. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes mobile homes, duplexes and quadraplexes.
3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.
4. The sales price of the home to be purchased must be affordable within the limits stated by HUD and federal regulations. The fair market value (FMV) of the home to be purchased may not exceed 95% of the median area purchase price for the same type of residence for the College Station/Bryan area.
5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.
6. Properties constructed prior to 1978 that exceed the maximum allowable area of chipping, peeling, or cracking paint, as determined by Community Services Department staff, must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

DAP shall use two (2) basic loan instruments (promissory note and deed-of-trust) to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds). The intention of the DAP loan instrument is to provide supplemental financial assistance when combined with permanent financing.

Affordability shall be determined, except in the case of purchases through the Habitat for Humanity homebuyer program, by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower

percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

DAP loan instruments shall require that the property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

Amount:	Gap financing of up to 30% of the sales price of the house. Assistance amount is determined by the borrower's demonstrated need or "financial gap."
Repayment Due:	100% of borrowed amount when borrower no longer owner occupies the property (to the extent proceeds available) plus the percentage of equity as determined by the DAP amount divided by the sales price at time of purchase.
Interest Rate:	0%
Lien holder Position:	Second
Closing Costs:	A maximum of 30% of the program assistance may be used for closing costs. The remaining 70% must be applied directly to the down payment.
Refinancing:	Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.
Owner Occupancy Required:	On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred loan and the shared equity portion will become due and payable to the City (except for deployed military personnel.)

The Shared Equity percentage of appreciation/depreciation due is based on whether there is a gain or loss from a subsequent sale of the subject property. Gain or loss from the borrower's sale shall be calculated as the subsequent sales price minus the eligible costs of sale minus the original cost of acquisition (original purchase price plus closing costs). If there is a loss, then 100% of the loss will be reduced from the original Shared Equity DAP loan amount. If there is a gain, then the Community Services Department will be paid its original loan plus a share of the appreciation, based on the percentage of the Shared Equity DAP loan of the original home sales price.

Except in the case of purchases under the Habitat for Humanity homebuyer program, the City shall have the prior right to purchase the ownership interest in the property from the initial DAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homebuyer is deployed on active duty, the homebuyer may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homebuyer's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The City of College Station Community Services Department will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homebuyer's client file. If the home is rented to an income-eligible applicant, or is occupied by the homebuyer's dependents, the DAP loan will continue to be deferred.

E. HOUSING QUALITY PLAN

1. Community Services Departmental staff, who are experienced in conducting inspections of housing units for health and safety standards will complete inspections of all proposed units for conditions posing a health or safety threat to occupants prior to approval of the unit for transfer to the homebuyer.
2. All DAP funded properties must meet all requirements under 24 CFR § 92.251(a) (Property standards) prior to closing.
3. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review) Properties not eligible for federal assistance due to environmental hazards will be ineligible for this program.

F. DAP HOMEBUYER AND HOMEOWNER COUNSELING PROGRAM

The Homebuyer and Homeowner Counseling Program will provide a full range of services, advice, and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An **Intake Interview** will be conducted between the counselor and the prospective homebuyer once the application has been completed and reviewed by the counselor. The counselor will obtain and document sufficient information on the nature of the applicant's housing needs to determine the applicability of housing counseling, the type of assistance needed, and to establish a case action plan.
2. The counseling session will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners.
3. The counseling session will also provide training to enhance home management skills, including money management, comparative shopping, use of credit, debt management and

homeowner's insurance and property taxes. A review of the homebuyer's income and expenses and the development of a budget will be covered.

4. The counseling session will provide instruction/information on property care and maintenance, simple home repairs, and housing codes and enforcement procedures.
5. Information regarding reducing energy waste, developing an energy conservation lifestyle, energy audits, tax credit information, low cost weatherizing instructions, product fraud prevention, and safety information will also be provided.
6. Post-Occupancy Counseling will be offered upon request to the homebuyer after the purchase of the home. This counseling will also be available to assist in resolving problems between the mortgagee and the home buyer and will provide appropriate referrals to other agencies, as needed.

G. APPLICATION PROCESS

Persons having previously completed homebuyer assistance evaluations and counseling with staff will be given priority. Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. All program requirements having been met, eligible applicants will be prioritized according to date and time of intake interview and pre-purchase session. Assistance will continue until all funds are depleted or the program is terminated. In the event of a funding shortage, families with dependent children will receive priority. Families with dependent children will also receive priority for properties developed and owned by the City.
3. Previous recipients of Community Services Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Community Services Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Community Services Department Director.
4. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
5. Applicants denied for DAP can reapply no earlier than six (6) months from the date of original application.
6. A non-refundable fee of \$20 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and/or involuntary relocation or displacement of any low-income family due to the DAP pursuant to the provisions of 24 CFR§ 92.353 Displacement, Relocation, and Acquisition.
2. It is not anticipated that it would be necessary to relocate any families. However, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy if the need does arise.

I. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority- or women-owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

J. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding the DAP will be made available to the public through the use of a variety of public media, to include: meetings, the City's website and ads in the classified section of the newspapers. Press releases may be given to the local media. Information and applications will be made available to local agencies that deal with low to moderate income people.

Community Services staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and applications and program information will also be available on various City-specific media.

In addition, the City of College Station will seek technical assistance from the appropriate HUD staff in order to ensure that all Fair Housing requirements and standards are upheld and ultimately furthered.

CITY OF COLLEGE STATION
MINOR HOME REPAIR PROGRAM
PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 570 (Community Development Block Grant Program) and/or 24 CFR Part 92 (Home Investment Partnership Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Minor Home Repair Program (MHRP) funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The MHRP is designed to provide the financial assistance necessary to accomplish minor repair of eligible, qualified, owner-occupied dwellings. The City's Community Development staff will assist homeowners in planning, implementing, and managing the process to repair substandard features of their dwellings. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this program are:

- To provide emergency and/or necessary repairs to address specific health and safety concerns of homeowners.
- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.
- To provide applicants information on proactively managing the maintenance of their homes following repair.

Technical and financial assistance is available to low-income, owner-occupant homeowners requiring minor repair to alleviate health/safety issues or address other necessary repairs as determined by program staff and/or other qualified City staff. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

The MHRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to make essential repairs to their homes by requiring the applicant to enter into a minor repair assistance agreement with the City. The agreement will allow the use of program funds for the cost of repairs and associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any rehabilitation activities.

Because this program is designed to address conditions of immediate need, assistance is provided in the form of a grant of up to \$7,500.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this program will rest with the City Manager's Office or its designee. The Community Development office will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council-approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project, up to \$7,500 , in accordance with the implementing procedures. This determination will be based upon the evaluations of the cost to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicants.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the program will be as follows:

The Community Development office (CD office) will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the CD office and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application.

Program staff will evaluate all applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.

Applicants will be notified by phone if they are eligible for participation in the program. If the applicants are not eligible, they will be notified in writing with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, and/or environmental concerns.

Program staff will meet with the applicant(s) to explain the basic goals and objectives of the program and further assess the needs of the applicant's household that will occupy the dwelling once completed. After the household needs are fully assessed, staff will review the project site to determine any additional repair needs of the home in order to fully realize a decent, safe and sanitary unit.

Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the repair process of their homes.

Repair work shall be done in accordance with the City's prepared scope of work and in accordance with City purchasing policies.

Program staff will obtain all required close-out documents at project completion.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. **Income:** An applicant must have a gross income of 80 percent or less than the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).
2. **Assets:** Applicants will not be eligible for this program if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
3. **Principal Residence and Homestead:** Applicants will be required to certify that they intend to occupy the repaired dwelling as their principal residence upon project completion.
4. **Employment History:** Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of two (2) months.
5. **Citizenship:** In order to receive program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the

Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 570.202 and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.
2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
 - a. The principle residence of the applicant, and
 - b. Needing minor repairs but structurally sound, and
 - c. Have all utility service connections available to the property.
3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.
4. All eligible properties, following rehabilitation, shall not exceed 95% of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the College Station/Bryan area.
5. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:
 - a. The property on which the manufactured home sits is owned by the applicant; and
 - b. The property is properly zoned; and
 - c. The applicant has resided in the home and on that site for not less than two years, prior to the application date.

F. FEASIBILITY OF MINOR REPAIR

Minor home repair projects eligible for this program include:

1. Addressing health/safety issues
 - a. Replacement of an air conditioning/heating systems
 - b. Replacement of a water heater system
 - c. Water/sewer/gas line breaks
 - d. Electrical system failures
 - e. Ordinance Compliance
 - f. Other minor repairs necessary to ensure safe living conditions

2. Exterior home repairs/structural integrity issues
 - a. Minor weatherization
 - b. Roofing repair or replacement
 - c. Minor gutter installation
 - d. Walkway repair or replacement
 - e. Siding or exterior trim repair

G. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of this program will be taken from the applications of eligible homeowners residing in structures in need of minor repair determined to be structurally sound by program staff.

2. The number of recipients to receive assistance will be subject to general availability of funds.

3. Community Development staff will evaluate all applications all applications of eligible homeowners whose structures are determined to be feasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.

4. Criteria to be used to make this evaluation will include the following items listed in priority order:
 - a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluations factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.

- b. Health and handicapping disabilities of occupants which necessitates the home to undergo handicapped accessible construction because of the owner's existing situation.
- c. Time and date that all application requirements are met.
- d. Time and date of application.

H. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

Minor home repair assistance shall be in the form of a grant, through federal CDBG funds. The allowable budget authority for minor repair assistance shall not exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500) per applicant for eligible project costs. Homeowners are limited to one (1) minor repair project every twelve (12) months.

I. MINOR REPAIR AGREEMENT

Each applicant assisted through this program will sign a Minor Home Repair Agreement with the City which defines the overall terms and conditions of the City providing the MHRP assistance. Other construction documents will be required to be executed by the applicant during the repair assistance process.

J. FINAL INSPECTION

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements.

CITY OF COLLEGE STATION
HOUSING REHABILITATION PROGRAM
PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and/or 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Housing Rehabilitation Program (HRP) funded through the U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The HRP is designed to combine various financial resources necessary to accomplish rehabilitation of eligible, qualified, owner-occupied dwellings. The City's Community Development staff will assist homeowners in planning, implementing and managing the process to rehabilitate their substandard dwellings. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 92.254 Qualification as affordable housing: Homeownership and 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with the respective program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this Program are:

- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.
- To provide support training and counseling activities to low-income applicants seeking to rehabilitate their sub-standard homes.
- To provide applicants information regarding loan finance options to accomplish necessary rehabilitation activities required to bring their sub-standard dwelling into a code compliant standard condition.
- To provide applicants information on proactively managing the maintenance of their homes following rehabilitation.

This program is designed to provide technical and financial assistance to low-income, owner-occupant homeowners seeking to rehabilitate their sub-standard residential structures into decent, safe and sanitary dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

All eligible HRP applicants shall be required to participate in the same homeowner and homebuyer education and counseling sessions as other housing assistance program applicants.

The HRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to rehabilitate their substandard housing by requiring the applicant to enter into a rehabilitation assistance agreement with the City. The agreement will allow the use of program funds for rehabilitation and associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any rehabilitation activities. All project costs (excluding staff time and soft costs necessary for program delivery) shall be compiled at project completion into a permanent financing loan, secured by a lien. Repayment of the loan shall be in accordance with the terms and conditions defined in program legal instruments. Applicants will have the option of pre-payment of costs at any time during the project, and prior to permanent financing, if they so desire.

Upon completion of construction activities, applicant shall close on the loan.

All assistance will be in the form of a mixed loan – up to half of the assistance amount in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a ten (10) year lien period. The loan will be forgiven at this rate over the ten (10) year lien period. The remainder will be a repayable with this second part of the loan being structured in one of two ways:

For households whose gross annual income is between 61% and 80% of the Area Median income as defined by HUD, the remainder will be in the form of a 3% interest loan with monthly payments for a specified term.

For elderly households, defined as a household whose head or spouse or sole member is a person who is at least 62 years of age, and households whose gross annual income is at or below 60% of the Area Median income as defined by HUD, the remainder will be in the form of a 0% interest deferred loan. 100% repayment of the borrowed amount is due when the borrower no longer owner occupies the property.

The mortgage note and deed restrictions shall be enforced either by the Community Development office, a commercial lending institution or by a not-for-profit entity.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the City Manager Office or its designee. The Community Development office will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the costs to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicants.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the Program will be as follows:

1. The Community Development office (CD office) will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the CD office, and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application. A \$20 non-refundable application fee will be required to process the application under this program.
2. Program staff will evaluate all applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.
3. Applicant(s) will be notified by phone if they are eligible for participation in the program. If the applicant(s) are not eligible, they will be notified in writing, with an

explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, deed restrictions, title concerns, environmental concerns and/or household make-up.

4. Once the applicant is deemed eligible, they will be required to sign an agreement with the City committing to attend homeowner education classes before commencing with the rehabilitation process of their property. The City will provide homeowner education classes to explain the financial, tax burden, maintenance and code compliance responsibilities of homeownership. Only upon completion of the required classes, will the applicant(s) be able to continue with the program implementation process. If the applicant decides to discontinue the homeownership education classes by failure to attend mandatory classes, the City will notify them in writing that they have been removed from participation in the program.
5. Following completion of the required homeowner education classes, program staff will meet with the applicant(s) to explain the basic goals and objectives of the program and further assess the needs of the applicant(s) household that will occupy the dwelling once completed. After the household needs are fully assessed, staff will assess the project site to determine any additional rehabilitation needs of the home in order to fully realize a decent, safe and sanitary unit. Program staff will make every effort, while crafting a plan for the home rehabilitation, to incorporate the City's most current Green Building Standards into the project scope. Any incentives offered from federal, state or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.
6. Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the rehabilitation process of their homes. The applicant may also be required to accompany program staff to appear before City planning boards and/or commissions to request variances or approval of special circumstantial development needs.
7. Applicant(s) will be responsible for their own relocation arrangements during the demolition and reconstruction period. Necessary relocation expenses may be eligible for reimbursement under the City of College Station's Optional Relocation Policy. The City may be able to provide up to \$4,500 for qualified eligible expenses.
8. Once the rehabilitation plan has been completed, and any other City required approvals have been accomplished, program staff will place the project out for bid to approved contractors in compliance with the City's procurement and process regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the applicant will have the option to reject all bids and re-bid the project, or select the lowest responsible bidder (if program staff

deems the lowest responsible bid reasonable within the project estimate). Applicant (Owner) will then enter into a construction contract with the lowest responsible bidder (Contractor), allowing the City to be the Owner Representative through the construction process, attending to progress payments and change orders in a timely manner on behalf of the Owner.

9. Program staff will obtain all required close-out documents at project completion and the loan closing will be scheduled.
10. Homeowners will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Due to the type and source of funding, homeowners provided assistance through this program can expect rigorous enforcement of the terms and conditions of their loans.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. **Income:** An applicant must have a gross income of 80 percent or less than of the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).
2. **Assets:** Applicants will not be eligible for this program if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
3. **Principal Residence and Homestead:** Applicants will be required to certify that they intend to occupy the new reconstructed dwelling as their principal residence upon project completion. Occupancy will be determined through verification of utility consumption, and other verifications determined acceptable and/or necessary by the City, on an annual basis.
4. **Credit:** Qualified applicants will have an average FICO credit score of no less than 575, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two years. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.
5. **Employment History:** Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541

meeting any of the requirements in Subparts B,C,D,E, or F), in the same field of employment, for a minimum of six (6) months.

6. Student Loans: Student loans, which are currently deferred at the time of application, will be included in the debt ratio calculation as if in repayment status.
7. Citizenship: In order to receive program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: Homeownership) and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.
2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
 - a. The principle residence of the applicant, and
 - b. Substandard but structurally sound, and
 - c. Have all utility service connections available to the property.
3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.
4. All eligible properties, following rehabilitation, shall not exceed the HOME Program limits prescribed in 24 CFR § 92.254(a)(2)(iii).
5. Manufactured Housing: Manufactured housing units are not eligible for program assistance.

F. LOAN INSTRUMENTS

1. The HP shall use loan instruments (real estate lien note, deed-of-trust, mechanic's lien contract, mechanic's lien note and transfer of lien) adapted to this program in order to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds).
2. Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) of the permanent financing is not more than 30% of the monthly income of the eligible applicant. With Director approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the borrower's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (depending on credit score, Director may require a lower percentage).
3. Program loan instruments shall require that the property must be maintained to meet all applicable City codes, including code enforcement ordinances, community appearance and development standards.
4. Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed.
5. The City shall have the prior right to purchase the ownership interest in the property from the initial HRP homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.
6. **Military Deployment** – In the event that the homeowner is deployed on active duty, the homeowner may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homeowner's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The Community Development office will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homebuyer's client file. If the home is rented to an income-eligible applicant, or is occupied by the homebuyer's dependents, the rehabilitation loan will continue to be deferred.

G. FEASIBILITY OF REHABILITATION

1. Feasibility of rehabilitation of property to minimum program standards will be made following a detailed inspection of the property by program staff. This inspection includes completing a list of deficiencies which must be corrected in order to bring the structure into compliance with HUD requirements and all applicable City of College Station codes and expectations.
2. Feasibility of rehabilitating structures under established program limits will be determined by an assessment of the following two criteria:
 - a. The estimate of costs needed for all required repairs and renovations must fall within program limits.
 - b. For all required renovations, rehabilitation costs shall not exceed 75% of the total estimated post-rehabilitation value for the structure.
3. Units not meeting these standards will be determined infeasible for rehabilitation assistance.

H. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of this program will be taken from the applications of eligible homeowners residing in substandard structures determined to be structurally sound by program staff.
2. The number of recipients to receive assistance will be subject to general availability of funds.
3. Community Development staff will evaluate all applications of eligible homeowners whose structures are determined to be feasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.
4. Criteria to be used to make this evaluation will include the following items listed in priority order:
 - a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluation of factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.

- b. Health and handicapping disabilities of occupants which necessitates the home to undergo handicapped accessible construction because of the owner's existing situation.
- c. Time and date that all application requirements are met.
- d. Time and date of application.

I. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. The primary form of general housing rehabilitation assistance will be federal HOME funds to pay for eligible program costs. The allowable budget authority for rehabilitation assistance shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per applicant for eligible project costs (excluding program staff costs). Since each rehabilitation project is unique in preparation, size and duration, additional costs may be required to carry a project from commencement to completion. These additional costs will be financed by owner proceeds or by an additional loan from a private lender. Under no circumstances will the owner be able to finance more debt than is allowed under program debt to income ratios.
2. The City of College Station shall hold first lien position on the loan for the duration of the lien period. However, in extreme and isolated situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Director. The lien shall be released upon repayment. The full amount of assistance may be repaid at any time; however, for applicants whose gross annual income is between 61% and 80% of the Area Median Income, monthly payments must be made to satisfy the repayment half of the loan. For elderly households or households whose gross annual income is at or below 60% of the Area Median Income, the repayment half of the loan is due in full when that household no longer owner-occupies the residence. The other half of the assistance will be in the form of a deferred, forgivable loan amortized using a monthly rate based on the number of months in a ten (10) year lien period to be placed on all rehabilitated dwellings. The loan will be forgiven at this rate over the ten (10) year lien period. If the house is sold or transferred before the lien period expires, the homeowner gets credit for every month spent in the house. The credit is subtracted from the total loan amount, which is then owed and due to the Community Development office and received and used thereof as program income.
3. Program intent is to maintain owner-occupancy in the rehabilitated dwellings. In the event of a sale, transfer of ownership or renting of the property during the lien period, the following conditions must apply to avoid default:

- a. The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Director; and
- b. The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.
- c. If within the repayment loan period the homeowner defaults on the loan, the portion of the repayment loan outstanding will be called due in full and foreclosure proceedings may be initiated. The forgivable portion of the loan will be paid back after factoring in credits for each month spent in the house (loan forgiven 1/120th per month). The City will make every effort to work with the homeowner to avoid foreclosure and will examine each situation on a case by case basis.

J. REHABILITATION AGREEMENT

Each applicant assisted through this Program will sign a Rehabilitation Agreement with the City which defines the overall terms and conditions of the City providing the HRP assistance. Other construction documents will be required to be executed by the applicant during the rehabilitation assistance process, but the Rehabilitation Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager approval, before the project may commence.

K. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the renovated unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the renovated structure is no longer substandard, but has become code compliant and a decent, safe, and sanitary dwelling.

**CITY OF COLLEGE STATION
HOUSING RECONSTRUCTION
PROGRAM GUIDELINES**

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Housing Reconstruction Program (HRP) funded through the U.S. Department of Housing and Urban Development (HUD) lock Grant (CDBG) and Home Investment Partnership Program (HOME). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The HRP is designed to combine various financial resources necessary to accomplish the reconstruction of eligible, qualified, owner occupied dwellings once deemed ineligible for the Housing Rehabilitation and Minor Home Repair Program (HRMHRP). The City's Community Services staff will assist homeowners in planning, implementing and managing the process to demolish and reconstruct their substandard dwelling. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 92.254 Qualification as affordable housing: Homeownership and 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with the respective program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this Program are:

- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.
- To provide support, training, and counseling activities to low-income applicants seeking to reconstruct their substandard homes.
- To provide applicants information regarding loan finance options to accomplish necessary demolition and reconstruction required to build a single family dwelling that meets all applicable codes and ordinances.
- To provide applicants information on proactively managing the maintenance of their homes following reconstruction.

This program is designed to provide technical and financial assistance to low-income, owner-occupant homeowners seeking to demolish and reconstruct their substandard residential structures into decent, safe and sanitary dwelling units. This program is available on a city-wide basis and is

limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

All eligible HRP applicants shall be required to participate in the same homeowner and homebuyer education and counseling sessions as other housing assistance program applicants.

The HRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to demolish and reconstruct their substandard housing by requiring the applicant to enter into a reconstruction assistance agreement with the City. The agreement will allow the use of program funds for demolition and reconstruction as well as associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any demolition or construction activities. All project costs (excluding staff time and soft costs necessary for program delivery) shall be compiled at project completion into a permanent financing loan, secured by a lien. Repayment of the loan shall be in accordance with the terms and conditions defined in program legal instruments. Applicants will have the option of pre-payment of costs at any time during the project, and prior to permanent financing, if they so desire.

Upon completion of construction activities, applicant shall close on the loan. Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at \$40,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 3% interest loan with monthly payments for a specified term.

Front End Ratio: The repayable loan shall be structured to ensure that the total of all principal, interest, taxes, and insurance (PITI) payments shall not exceed thirty percent (30%) of the applicant's gross monthly income.

Back End Ratio: The repayable loan shall also be structured to ensure that the total of all PITI payments plus consumer debt payments shall not exceed forty-five percent (45%) of the applicant's gross monthly income.

The mortgage note and deed restrictions shall be serviced and enforced either by the Community Services Department, a commercial lending institution, or by a not-for-profit entity.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the Office of City Manager or its designee. The Community Services Department will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Director of Community Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project in accordance with the implementing procedures.

This determination will be based upon evaluations of the costs to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicant(s).

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. **PROGRAM IMPLEMENTATION PROCESS**

Steps in implementing the Program will be as follows:

1. The Community Development Department will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the Community Services Department Office and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application. A \$20 non-refundable application fee will be required to process the application under this program.
2. When a determination has been made that the structure is not feasible to rehabilitate to minimum standards under the City's Owner-Occupied Rehabilitation Program, staff will evaluate reconstruction applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.
3. Applicant(s) will be notified by phone and in writing if they are eligible for participation in the program. If the applicant(s) are not eligible, they will be notified in writing, with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, credit score, deed restrictions, title concerns, environmental concerns and/or household make-up.
4. Once the applicant is deemed eligible, they will be required to sign an agreement with the City committing to attend homeowner education classes before commencing with the reconstruction process of their property. The City will provide homeowner education classes to explain the financial, tax burden, maintenance and code compliance responsibilities of homeownership. Only upon completion of the required classes, will the applicant(s) be able to continue with the program implementation process. If the applicant decides to discontinue the homeownership education classes by failure to attend mandatory classes, the City will notify them in writing that they have been removed from participation in the program.
5. Following completion of the required homeowner education classes, program staff will meet with the applicant(s) to explain the basic goals and objectives of the Program and further assess the needs of the applicant(s) household that will occupy the dwelling once completed. Community Services staff determine whether or not approval of the homeowner's replacement housing may be expected to result in the successful and feasible re-housing of the

homeowner. The homeowner's request may be denied in cases in which the homeowner's general health or income level would preclude his or her adequate and responsible operation of a replacement dwelling; and/or cases in which the costs of the replacement dwelling would be substantially above the costs of typical cases; and to the extent that the probability of the City reaching its CDBG/HOME program goals would be endangered due to the cost overruns. The homeowner will be notified in writing of the determination and if the request is not approved, the reasons for denial.

6. After the household needs are fully assessed, staff will assess the project site to determine any additional demolition or reconstruction needs of the home in order to fully realize a decent, safe and sanitary unit. Program staff will make every effort, while crafting a plan for the home reconstruction, to incorporate the City's most current Green Building Standards into the project scope. Any incentives offered from federal, state or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.
7. Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the reconstruction process of their homes. The applicant may also be required to accompany program staff to appear before City planning boards and/or commissions to request variances or approval of special circumstantial development needs.
8. Applicant(s) will be responsible for their own relocation arrangements during the demolition and reconstruction period. Necessary relocation expenses may be eligible for reimbursement under the City of College Station's Optional Relocation Policy. The City may be able to provide up to \$4,500 for qualified eligible expenses.
9. Once the reconstruction plan has been completed, and any other City required approvals have been accomplished, program staff will place the project out for bid to approved contractors in compliance with the City's procurement and process regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the applicant will have the option to reject all bids and re-bid the project, or select the lowest responsible bidder (if program staff deems the lowest responsible bid reasonable within the project estimate). Applicant (Owner) will then enter into a construction contract with the lowest responsible bidder (Contractor), allowing the City to be the Owner Representative through the construction process, attending to progress payments and change orders in a timely manner on behalf of the Owner.
10. Program staff will obtain all required close-out documents at project completion and the loan closing will be scheduled.
11. Homeowners will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Due to the type and source of funding, homeowners provided assistance through this program can expect rigorous enforcement of the terms and conditions of their loans.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. Applicant(s) must have applied for rehabilitation assistance under the City's Housing Rehabilitation and Minor Home Repair Program. Applicant must have been rejected for rehabilitation assistance on the grounds that the applicant's occupied dwelling was not feasible to rehabilitate.
2. Applicant(s) must be an owner occupant of the dwelling for which assistance is requested and reside within the City of College Station. The dwelling must be the applicant's principal residence for a minimum of two (2) years prior to the submission of a completed application for assistance.
3. Ownership: Applicant(s) must present proof of ownership by General or Special Warranty Deed. City staff will verify proof of ownership with title searches as necessary on the property where the dilapidated structure exists and/or the site where the replacement housing will be built. In situations where the applicant does not have clear title, applicant will be required to clear title. When meeting this guideline requirement is not feasible, applicant must present proof of ownership (General or Special Warranty Deed) showing fee simple title of 50% or more ownership in the applicant's name. (All other title holders will be requested to relinquish their title rights to the applicant. If 100% title is not gained in this manner, then all other title holders will be requested to sign applicable project and lien documents to show their consent to the project.) Applicants with less than 100% fee simple title must have a continuing right to occupy the premises. Applicant must provide documentation for all existing liens. All current lienholders will be requested to subordinate their lien position to the City. Upon review and determination by the Community Services Department Director, the City may accept a lesser lien position if it is determined that the City's low-income affordable housing goals are being accomplished by the completion of the project.
4. Principal Residence and Homestead: Applicant(s) will be required to certify that they intend to occupy the new reconstructed dwelling as their principal residence upon project completion. Occupancy will be determined through verification of utility consumption, and other verifications determined acceptable and/or necessary by the City, on an annual basis.
5. Income: An applicant must have a gross income of 80 percent or less than of the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).
6. Assets: Applicants will not be eligible for this Program if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts and home equity are excluded. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.
7. Credit: Qualified applicants will have an average FICO credit score of no less than 575, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two years. The Director may waive

this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.

8. Employment History: Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B,C,D,E, or F), in the same field of employment, for a minimum of twelve (12) months.
9. Student Loans: Student loans, which are currently deferred at the time of application, will be included in the debt ratio calculation as if in repayment status.
10. Citizenship: In order to receive Program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.
11. Applicant must establish that all property taxes are paid on the property to be vacated (and/or proposed construction site) and that all other liens are satisfied or released. Applicants owing delinquent property taxes will only be considered for assistance if they are enrolled in a county approved tax payment plan. At a minimum, the applicant must have six consecutive months of timely payments on a payment plan structured to bring taxes current within a two year period. After project completion, owners are required to certify on an annual basis that taxes have been paid and hazard insurance policies are current and in effect.
12. Applicants shall provide complete and accurate information regarding their household composition, household income, and housing situation. Failure to disclose information which may affect eligibility requirements shall also constitute fraud. Applicants shall be required to make full restitution to the City in the event applicants provide inaccurate or incomplete information in order to meet eligibility requirements for the Community Services Department housing programs. Requests for further assistance will be denied unless restitution is made in full.
13. Applicants will agree to conform to College Station Code Enforcement requests prior to being determined eligible for replacement housing assistance. Applicants agree to maintain dwelling and exterior grounds in accordance with applicable city ordinances.

G. FEASIBILITY OF RECONSTRUCTION

1. Feasibility of demolition and reconstruction of property to minimum program standards will be made following a detailed inspection of the property by program staff.
2. Feasibility of reconstruction structures under established program limits will be determined by an assessment of the following two criteria:
 - a. For all required repairs and renovations, rehabilitation costs shall exceed 75% of the total estimated post- rehabilitation value of the structure.

- b. The estimate of costs needed for all required demolition and reconstruction must fall within program limits.

Units not meeting these standards will be determined infeasible for reconstruction assistance and, therefore, considered only for the Housing Rehabilitation and Minor Home Repair Program.

H. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of HRP will be taken from the HRMHRP applications of eligible homeowners residing in substandard or dilapidated structures determined to be infeasible to rehabilitate.
2. The number of recipients to receive assistance will be subject to general availability of funds.
3. Community Services Department staff will evaluate all applications of eligible homeowners whose structures are determined to be infeasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.
4. Criteria to be used to make this evaluation will include the following items listed in priority order:
 - a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluation of factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.
 - b. Health and handicapping disabilities of occupants which necessitates the home to be handicapped accessible.
 - c. Time and date that all application requirements are met.
 - d. Time and date of application.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: Homeownership) and as follows:

1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.

2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
 - a. The principle residence of the applicant, and
 - b. Have a structure that has been determined infeasible to rehabilitate by staff, and
 - c. Have all utility service connections available to the property.
3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.
4. All eligible properties, following reconstruction, shall not exceed 95 percent of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the College Station/Bryan area.
5. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:
 - a. the property on which the manufactured home sits is owned by the applicant; and
 - b. the property is properly zoned for single family housing; and
 - c. the applicant has resided in the home and on that site for not less than two years, prior to the application date.

F. LOAN INSTRUMENTS

The HRP shall use loan instruments (real estate lien note, deed-of-trust, mechanic's lien contract, mechanic's lien note and transfer of lien) adapted to this program in order to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds).

Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at \$40,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 3% interest loan with monthly payments for a specified term.

Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) of the 0% repayable loan is not more than 30% of the monthly income of the eligible applicant. With Director approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the borrower's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (depending on credit score, Director may require a lower percentage). The amount of the 0% interest deferred loan will be the remainder between the cost of reconstruction and the repayable loan.

Program loan instruments shall require that the property must be maintained to meet all applicable City codes, including code enforcement ordinances, community appearance and development standards.

Loan

- Amount:** \$110,000 maximum (construction and demolition costs);
- Interest:** For households whose gross annual incomes between 61% and 80% of Area Median Income as defined by HUD: 3% interest repayment portion and 0% interest forgivable portion capped at \$40,000
- For elderly households, defined as a household whose head or spouse or sole member is a person who is at least 62 years of age, and households whose gross annual income is at or below 60% of the Area Median Income as defined by HUD: 0% interest deferred repayment portion and 0% interest forgivable portion capped at \$40,000
- Forgivable Loan Repayment:** Amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. Un-forgiven portion will be due in full when borrower no longer owner-occupies the structure;
- Repayable Loan Repayment:** For households whose gross annual incomes between 61% and 80% of Area Median Income: Due monthly as agreed in the loan documents or 100% due upon sale (to the extent proceeds are available);
- For elderly households and households whose gross annual income is at or below 60% of the Area Median Income: deferred until borrower no longer owner occupies the property, at which time the repayment portion of the loan is due in full.
- Lien holder Position:** First;
- Owner Occupancy Required:** On the date the homeowner ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred and repayable loans will become due and payable to the City except for deployed military personnel.

Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed.

The City shall have the prior right to purchase the ownership interest in the property from the initial HRP homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The City shall have 10 business days after receiving notice of the firm contract

to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homeowner is deployed on active duty, the homeowner may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homeowner's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The Community Services Department will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homeowner's client file. If the home is rented to an income-eligible applicant, or is occupied by the homeowner's dependents, the rehabilitation loan will continue to be deferred.

I. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. The primary form of general housing reconstruction assistance will be federal CDBG and/or HOME funds to pay for eligible program costs. The allowable budget authority for reconstruction assistance shall not exceed One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) per applicant for eligible project costs (excluding program staff costs). Since each reconstruction project is unique in preparation, size and duration, additional costs may be required to carry a project from commencement to completion. These additional costs will be financed by owner proceeds or by an additional loan from a private lender. Under no circumstances will the owner be able to finance more debt than is allowed under Program debt to income ratios.
2. The City of College Station shall hold first lien position on the loan for the duration of the lien period. However, in extreme and isolated situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Director. The lien shall be released upon repayment. The full amount of assistance may be repaid at any time; however, the assistance must be repaid in full when the homeowner no longer occupies the residence.
3. Program intent is to maintain owner-occupancy in the reconstructed dwellings. In the event of a sale, transfer of ownership or the property ceases to be owner occupied during the lien period, the following conditions must apply to avoid default:
 - a. The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Director; and
 - b. The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.

4. If within the lien period the homeowner defaults on the loan, the loan will be called due in full and foreclosure proceedings may be initiated. The City will make every effort to work with the homeowner to avoid foreclosure and will examine each situation on a case by case basis.
5. Allowable expenses will include:
 - a. Replacement housing to be used for one of the following re-housing options:
 - i. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on the ORIGINAL SITE (LOT) of the dwelling vacated by the homeowner,
 - ii. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on an ALTERNATE SITE in the City of College Station provided by the homeowner,
 - iii. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on a SITE ACQUIRED where subject property is not appropriate for redevelopment and with the agreement that the homeowner will trade lots with the City, if available, or
 - iv. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING FOR SALE in the City of College Station that meets the City's Structural Standards Code (all Down-Payment Assistance Program standards will apply to the home inspection).
 - b. Cost of lot clearance, demolition, and clearance of the dilapidated structure, and preparation of job site for new replacement dwelling.
 - c. Cost of utility and appliance transfers and hookups as necessary.
 - d. Closing and settlement costs related to purchase of replacement dwelling.
 - e. Other expenses determined by the City to be necessary to facilitate the relocation of the homeowner.
6. Community Services Department staff will also provide assistance and counseling to applicants as needed, including the following:
 - a. Information on the program and re-housing options available.
 - b. Assistance in acquisition or soliciting bids for construction of replacement housing.
 - c. Assistance in contractual compliance between homeowner and contractor.
 - d. Assistance in inspection of construction of replacement dwelling, if applicable.
 - e. Assistance to applicant in evaluation of future housing cost burdens.

J. RECONSTRUCTION AGREEMENT

Each applicant assisted through this Program will sign a Reconstruction or Re-Housing Agreement with the City which defines the overall terms and conditions of the City providing the HRP assistance. Other construction documents will be required to be executed by the applicant during the reconstruction assistance process, but the Reconstruction Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager approval, before the project may commence.

K. **FINAL INSPECTION - CERTIFICATE OF OCCUPANCY**

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the reconstructed unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the reconstructed structure is no longer substandard, but has become code compliant and a decent, safe, and sanitary dwelling.

DRAFT

CITY OF COLLEGE STATION
RENTAL REHABILITATION LOAN PROGRAM
PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

I. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Rental Rehabilitation Loan Program (RRLP) funded through the U. S. Department of Housing and Urban Development (HUD) with HOME Investment Partnership Program (HOME) and/or Community Development Block Grant (CDBG) funds. The City may also utilize local, state, or federal resources that may become available.

The RRLP is designed to combine various financial resources necessary to encourage property owners (Owner) to rehabilitate existing rental property in order to increase the supply of decent, affordable housing for lower income families and to preserve existing rental housing stock. The City will provide loans of up to 90% of the amount necessary for improvements that meet the parameters identified in these guidelines. The basic goals of this Program are:

- To preserve, enhance, and increase the supply of affordable, decent, safe, and sanitary housing available to qualified low- and moderate-income and special needs renter households.
- Maintain the affordability for low- and moderate-income households by reducing energy consumption and costs.

This program is designed to provide technical and financial assistance to owners of qualified rental units who are seeking to rehabilitate structures into decent, safe, sanitary and affordable dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

Assisted units are required to provide affordable rents for the set affordability period. The Community Services Department will administer this program for the City of College Station.

II. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the Office of City Manager or its designee. The Community Services Department will serve as the designated office for approval of

contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Director of Community Development Services (Director) will be responsible for authorizing the amount of loan assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the application, cost to be incurred by providing assistance, and community benefit of project(s) proposed.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of projects to be assisted. This will be based upon the feasibility of proposed project.

III. PROGRAM IMPLEMENTATION

Steps in implementing the Program will be as follows:

Community Services will create and maintain applications for the RRLP. Applications may be submitted in response to a Request for Proposal or at any time during the program year. Proposals will be reviewed and funded based on the availability of funds and dependent upon the eligibility, feasibility, and benefit to the community.

Community Services staff will evaluate all applications for eligibility and prioritize the processing of applications based on parameters defined in Sections VII. Applications will be processed as expeditiously as possible. Owners will be notified of their application's status. The Owner will be required to sign a program agreement with the City committing to the rehabilitation, loan terms, affordability requirements, and other federal requirements.

Owner and Community Services staff will work together to develop a scope of work based on the information submitted in the application. The scope of work will be developed in a way to minimize the permanent displacement of tenants who occupy the structure prior to rehabilitation. Community Services staff will ensure that the scope of work includes all requirements to meet specific codes and federal regulations. Owner will be required to accompany Community Services staff to appear before City Council as needed to request approval.

Community Services staff will monitor all federal program requirements, obtain all required close-out documents at project completion, and service the loan upon closing for the duration of the loan.

Owner will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Community Services staff will monitor the project for the affordability period to determine compliance with low income rental requirements. Due to the type and source of funding, Owners receiving a loan through this program can expect rigorous enforcement of the terms and conditions of their loan.

IV ELIGIBILITY REQUIREMENTS

A. The Owner must:

1. Be the owner of the property proposed for rehabilitation. Any legally acceptable form of ownership (e.g. partnership, corporation, individual) is eligible, provided that the applicant has control of the property and the authority to enter into legally binding financial commitments.
2. Exhibit the ability to pay all monthly expenses on the property, repay the loan(s) associated with the proposed project, and maintain the property in its post-assistance condition for the duration of the affordability period.
3. Enter into a Rehabilitation Agreement with the City either individually, or in the case of a corporation, by an authorized representative/principal(s) on behalf of the corporation, with an express warranty that the representative/principal(s) has been authorized to execute the Rehabilitation Agreement on behalf of the corporation
4. Be in good standing with the City of College Station with any previously awarded federal funds. This means that the applicant organization should be within 30 days current on any loan payments due, be within 30 days current on all required program and financial reporting, and not have any outstanding or unresolved monitoring findings from previous contracts or agreements.
5. Must be current on all property taxes and utility payments that are due and payable on the proposed property.
6. Contribute a minimum of 10% of the total project cost from sources other than City funds.
7. Owner must demonstrate that they have equity in the property at least equal to twenty percent (20%) of the market value of the property.

B. Eligible Property Types

1. Home rental projects may be one or more buildings on a single site, or multiple sites that are under common ownership, management and financing.
 - a. The project must be assisted with HOME funds as a single undertaking.
 - b. The project includes all activities associated with the site or building.
2. Must be appraised by an appraiser selected and/or approved by the City, and the appraisal must show a value sufficient after rehabilitation to satisfactorily support at least 100% of the project's debt which will exist after rehabilitation/construction.
3. The overall debt to after rehabilitation value shall not exceed one hundred percent (100%).

4. Must be insured in an amount sufficient to fully protect the public investment with the insurance policy naming the City as "loss payee".
5. A building inspection is required by a licensed architect, engineer, and/or the City upon submission of an application. Results of the inspection must be consistent with information provided in the application. Existing buildings may be considered eligible for rehabilitation assistance if there are at least (2) major conditions that do not comply with either the International Building Codes adopted by the City of College Station, or federal Section 8 Housing Quality Standards. This may include the following:
 - a. Structural – Noncompliance with Building Code and Section 8 Housing Quality Standards such as fire egress requirements, over-spanned roof/ceiling joists, tenant separation fire walls and other code items that are necessary to bring the property up to current standards or that threaten the health and safety of residents
 - b. Plumbing – Sewer drain lines, plumbing fixture venting and rough-ins, washer connections, water lines, gas lines, outdated water heaters and plumbing fixtures
 - c. Mechanical – Heating/Cooling systems, ductwork, direct-air venting
 - d. Electrical – Non-grounded systems, obsolete electrical panels, AFCI and GFCI receptacles, exterior waterproof receptacles, minimum required receptacles, exterior lighting, smoke and carbon monoxide detectors
 - e. Energy – Insulation values, door and window energy ratings, appliances
 - f. Accessibility – Accessible parking and routes, visitability, ramps, grab bars, sensory (deaf or blinded) equipment (HUD requirement), bathroom and kitchen modifications
6. Must have an assessment and possible abatement of lead-based paint if required. A HUD environmental review will be performed by the City.
7. Upon project completion, each of the following major systems must have a remaining useful life for a minimum of 15 years or the major systems must be rehabilitated or replaced as part of the rehabilitation work: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning.
8. Rental properties must be residential units.

C. Ineligible Property Types

1. Properties previously financed with HOME during the affordability period cannot receive additional HOME assistance unless assistance is provided during the first year after project completion.
2. HOME funds may not be used for development, operations or modernization of public housing finances under the 1937 Act (Public Housing Capital and Operating funds).
3. Projects assisted under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages) may not receive HOME funds, unless assistance is provided to "priority purchasers" of such housing.
 - a. A priority purchaser is a resident council organized to acquire a project in accordance with a resident homeownership program, or any nonprofit organization or state or local agency that agrees to maintain low-income affordability restrictions for the remaining useful life of the project. Organizations or agencies affiliated with a for-profit entity for the purposes of purchasing a property do not qualify as priority purchases.

D. Eligible Tenants

- a. Owner may not refuse to lease HOME-assisted units to a certificate or voucher holder under the Section 8 Program, or to a holder of a comparable document evidencing participation in a HOME tenant-based rental assistance (TBRA) program, because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME TBRA document.
- b. Owner will utilize the Section 8 Program definition of annual (gross) income.
- c. Before the tenant occupies a unit, tenant eligibility must be documented with source documents, such as wage statements, interest statements, and unemployment compensation statements.
- d. Owner must recertify tenant income on an annual basis.

E. Leases

- a. The lease between the Owner and Tenant must be for at least one year.
- b. The lease between the Owner and Tenant can not contain any of the following provisions:
 1. Agreement to be sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
 2. Treatment of property: Agreement by the tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property.

3. Excusing Owner from responsibility: Agreement by the tenant not to hold the Owner or the Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
 4. Waiver of notice: Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant.
 5. Waiver of legal proceeding: Agreement of the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 6. Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in a court a court decision in connection with the lease.
 7. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney's fees or other legal cost, even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- c. Owners may terminate tenancy or refuse to renew a lease only upon 30-days' written notice, and only for serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; completion of the tenancy period for transitional housing or for other good cause.
- d. Owner of HOME-assisted rental housing must adopt written tenant selection policies and criteria that:
1. Are consistent with the purpose of providing housing for very-low and low-income households;
 2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 4. Give prompt written notification to any rejected applicant of the grounds for any rejection.

V. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. RRLP assistance shall be in the form of a 0% interest loan with quarterly payments for a specified term. The quarterly payment amount will be determined by the amount of the loan divided by the number of years of the loan divided by four.

25% of the total loan amount may become forgivable at the end of the specified term for proposals that address the first three priorities in Section VII: 1. Bring property up to City Code & HQS Standards (up to 10% forgiven), 2. System upgrades (up to 10% forgiven) and 3. Energy conservation upgrades (up to 5% forgiven). The quarterly payment amount will be adjusted to reflect this forgivable portion.

2. The maximum assistance amount will be based on Section 221(d) (3) program limits for the metro area and will be subject to funding availability. The minimum loan will be \$5,000 per unit. The Owner must comply with the terms of the note and deed of trust executed at loan closing.

If the Owner violates terms of the note and Deed of Trust, the remaining principal of the loan, any amounts that would have been forgiven, plus a penalty equaling the amount of interest that would have been amortized at a 5% interest rate over the specified term will be due immediately.

3. HOME funds may be used to refinance existing debt if the HOME funds are used to rehabilitate the property and the refinancing is necessary to permit or continue affordability. Refinancing cannot be the primary purpose of the HOME Investment. HOME funds cannot be used to refinance Federal debt.
4. Program intent is to maintain affordable, decent, safe and sanitary rental units for low-income households. In the event of a sale or transfer of ownership, the following conditions must apply to avoid default:
 - a. The Owner must sell repay the full amount of assistance including the penalty described in Section III (2) while still maintaining the affordability period; or
 - b. Following approval from the Director, Owner may offer the assumption of the loan and requirements to the buyer.
5. Eligible project costs include construction costs, architectural and engineering fees; financing costs such as private lender origination fees, credit reports, fees for title evidence, recording costs, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders' or developers' fees; affirmative and fair housing marketing costs; management costs; environmental review costs, relocation costs, and any other reasonable costs.

VI. LONG TERM AFFORDABILITY & RESTRICTIONS

1. Affordability Period:

HOME-assisted rental units carry rent and occupancy restrictions for varying lengths of time, depending upon the average amount of HOME funds invested per unit. The minimum affordability period is as follows:

<\$15,000 per unit	= 5 years
\$15,000 to \$40,000 per unit	= 10 years
\$40,000 per unit	= 15 years

2. Initial "HOME rents":

Every HOME-assisted unit is subject to rent limits designed to help make rents affordable to low income households. These maximum rents are referred to as "HOME Rents". HUD will annually publish Fair Market Rents (FMR) for this area. Community Services staff must establish monthly rents and allowances for utilities for HOME-assisted rental projects based on FMR's. See Attachment 1.

3. Restrictions:

- a. If five or more units are included in the project, at least 20 percent must be designated low HOME rent units that are rented to tenant households having a gross annual income of 50% AMI or less.
- b. If units are occupied at time of project initiation by tenants who are not low-income, upon the unit becoming vacant, the Owner shall lease that vacated unit to an eligible low-income household.
- c. No conversion to condominiums or any type of cooperative ownership for the duration of the loan.
- d. Owner must comply with the City's Fair Housing Ordinances and the U.S. Department of Housing and Urban Development Fair Housing Standards.
- e. The project must be maintained in standard condition for the duration of the lien as defined by HUD's Housing Quality Standards (HQS) and City ordinances.
- f. Owner must comply with the City's Anti-Displacement Policy (Attachment 2).
- g. Owner must affirmatively market vacant units to low-income households for the affordability period and adhere to the City's Affirmative Marketing Policy (Attachment 3).
- h. Owner will provide, in a timely manner, information necessary to determine compliance with the RRLP during the term.

- i. Owner must comply with federal employment and contracting rules (Equal Opportunity Employment, Section 3, Minority/Women Employment, Davis-Bacon, Conflict of Interest, and Debarred Contractors).
- j. Construction plans for projects must be sealed by an architect or engineer if the number of stories, dwelling units, use classification, or total square footage exceeds the minimum thresholds set forth in the City Building Code, the Texas Engineering Practice Act, or by the Texas Board of Architectural Examiners. The architect/engineer must be available for consultations, meetings, and site inspections for the duration of the project. Plans for projects not exceeding these minimum thresholds do not require the seal of an architect or engineer. However, the person who designs a project not requiring a seal must be available for consultation, meetings, and site inspections, and be responsible for monitoring the project and approving progress payments through completion.

VII. SELECTION CRITERIA AND PRIORITY

Applications for RRLP funding will be reviewed and evaluated using the following criteria:

- a. Type of improvements: Projects incorporating improvements beyond City codes and HUD's Housing Quality Standards (HQS) are encouraged to the extent allowed by regulation.
- b. Financial Feasibility: Procedures will include an evaluation of the Owner's financial capacity.
- c. Overall benefits to low-income tenants.

Applications will be given priority based on the following proposed improvements:

1. Bring property up to City Code & HQS Standards
2. System upgrades
3. Energy conservation
4. Exterior repairs
5. Upgrade marketability

VIII. RELOCATION

The owner of any property rehabilitated under the Rental Housing Program will be expected to cooperate with the City to provide financial and advisory services, as described in the City's Anti Displacement Strategy, to all tenants who are permanently or temporarily displaced as a result of the project.

IX. ELIGIBLE AREAS

The RRLP will be available on a citywide basis in an effort to increase the availability of standard units made financially available. This activity is in compliance with the City's Consolidated Plan and Annual Action Plan priorities to provide low-income housing on a citywide basis.

X. FILES AND RECORDS

The Community Services Department shall maintain accurate files and records on each project and all documentation pertinent to the applicant shall be included. Such files shall be open for inspection as to qualifications, bid procedures, inspections of work, and payments of federal share of the project.

The Owner will be required to maintain accurate files and records on each unit rehabilitated under the RRLP. Such files shall be open for inspection by local, state, and federal authorities to verify compliance with all program requirements. Additionally, the Owner will be required to file annual reports to the City for the entire term of the note.

Within 90 days of the date of issuance of a Certificate of Occupancy for the project, the owner must furnish to the City data on the income characteristics of tenants occupying the structure initially after rehabilitation/construction.

XI. BIDDING PROCEDURES AND CONTRACTOR SELECTION

Contractors and sub-contractors must be selected in accordance with applicable federal and state laws. The owner is responsible for securing all appropriate building permits and ensuring the final inspections of all permits are performed and approved by the City. Upon completion the City, and if appropriate, the lender will make a final inspection before the construction work will be approved and accepted. The owner is solely responsible for the terms of the contract between the owner and the contractor.

A. Selection of a General Contractor

If the total loan amount is \$49,999 or less, the owner will be responsible for obtaining and documenting a minimum of three written bids from qualified sources. Copies of the quotations must be submitted to the Community Services Development prior to the owner's award of the contract.

If the total loan amount will or could exceed \$50,000, the owner will be responsible for obtaining competitive bids from a minimum of two qualified, responsible contractors. Contractors must submit an itemized bid using the work write-up prepared by the owner and approved by the Community Services. Copies of the bids must be submitted to the Community Services prior to the owner's award of contract. In

the event the owner awards the contract other than to the lowest responsible bidder, the owner must pay the difference between the selected bidder and the low bidder.

A copy of the executed contract must be submitted to the Planning & Development Services – Community Development Unit prior to the start of construction. The approved contractor must be licensed, and provide proof of appropriate insurance coverage, covering the total cost of the rehabilitation work and including but not limited to worker's compensation, general liability, and personal liability. Recipient shall not award contract to any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development.

B. Owner Performs Rehabilitation Work as General Contractor

If the City determines the owner (or members of the owner's family) has sufficient construction skills and possessed all required licenses, the owner may be allowed to perform the rehabilitation work. The owner will be required to identify the specific work items which will be accomplished by the owner. If an owner anticipates acting as the general contractor, sufficient information must be provided in the project proposal to allow the City to evaluate the owner's capacity to act as the general contractor.

The owner may act as the general contractor and enter into subcontracts after securing a minimum of three written bids for each subcontract. Copies of the bids and executed contracts from subcontractors must be submitted to the Community Services Department before any work begins. The City will review and approve all subcontractor bids prior to the start of the work.

The Community Development Unit will periodically inspect the progress and quality of the work. If an owner fails to satisfactorily accomplish the work within the time frame established in the Rehabilitation Agreement, the owner will be required to hire a professional contractor to complete the work, at no additional expense to the City.

Eligible project costs will be limited to the out-of-pocket expenses of the owner, including payments to subcontractors and purchase of materials and supplies used in the project. The labor of the owner or an owners immediate family will not be considered as an eligible rehabilitation cost. No allowance for profit will be approved for an owner who is acting as the general contractor.

The cost of materials and supplies from an owner's inventory generally will not be allowed. Only when the owner has an established method of inventory control where the actual cost of the material can be documented, will such costs be considered. In any case, the materials must be new and the costs must not exceed the market rate for such items.

XII. REHABILITATION AGREEMENT

Each applicant assisted through this Program will sign a Rehabilitation Agreement with the City which defines the overall terms and conditions of the City providing the rehabilitation assistance. Other construction documents will be required to be executed by the applicant during the rehabilitation assistance process, but the Rehabilitation Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager or City Council approval, before the project may commence.

XIII. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the renovated unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the renovated structure has become code compliant and a decent, safe, and sanitary dwelling.

**2014 HOME PROGRAM RENTS AND 2014 MEDIAN INCOME LIMITS
FOR COLLEGE STATION-BRYAN MSA
AS PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
IN THE FEDERAL REGISTER**

Section 8 Fair Market Rents and HUDs calculation of high and low rents include all utilities and housing-related services, except telephone. If utilities are not included in rents and are paid by the tenant, the City will prepare utility allowances and adjusted rents.

2014 HOME Program Rents Effective March 4, 2014 (All utilities paid and includes appliances)						
	Efficiency	1BDRM	2-BDRM	3-BDRM	4-BDRM	5-BDRM
Fair Market Rent	\$699	\$704	\$868	\$1255	\$1505	\$1,731
Low (50%) HOME Rent	\$510	\$546	\$655	\$756	\$845	\$931
High (65%) HOME Rent	\$643	\$690	\$831	\$950	\$1,041	\$1,130

HOME Rental Housing Income Guidelines for 2014 Effective January 22, 2014			
Number in Household	Very Low-Income Limit for Families (50% of Median Income)	Income Limit for Families Occupying (60% of Median Income)	Low-Income Limit for Families (80% of Median)
1	\$20,150	\$24,180	\$32,200
2	\$23,000	\$27,600	\$36,800
3	\$25,900	\$31,080	\$41,400
4	\$28,750	\$34,500	\$46,000
5	\$31,050	\$37,260	\$49,700
6	\$33,350	\$40,020	\$53,400
7	\$35,650	\$42,780	\$57,050
8	\$37,950	\$45,540	\$60,750

**CITY OF COLLEGE STATION
RENTAL REHABILITATION LOAN PROGRAM**

ANTI-DISPLACEMENT POLICY

Unless herein stated otherwise, the requirements contained in the Uniform Relocations Assistance and Real Property Acquisition Polices Act of 1970 (URA) (42. U.S.C. 4201-4655), 49 CFR Part 24, 24 CFR Part 42, 92.353, and Section 104(d) will be followed.

The City's goal with the Rental Rehabilitation Loan Program is to improve the housing conditions of lower income tenants. This is to be achieved by providing sufficient assistance to property owners (Owner) to make rehabilitation of their rental property cost-effective, while rents of rehabilitated units stay affordable for their lower income tenants. Displacement of existing tenants as a result of rehabilitation will be avoided to the greatest degree possible. Moreover, the City will not sponsor a project that will cause the displacement of a very low income family by a family that is not of very low income. The purpose of this Policy is to inform the public how the City will assist tenants who reside in properties to be rehabilitated through this program. Assistance connected with this policy, and with the City's Rental Rehabilitation Loan Program will not be denied to persons because of their particular race, color, religion, sex, age, handicap, or national origin. Costs of assistance provided pursuant to this policy, other than Section 8 Rental Assistance, will be shared by participating owners and by the City through its Community Development Grants and other available state or federal funding sources.

A. DEFINITIONS

1. "Displacement", as used herein, means the permanent involuntary move of a tenant from a residence in a project rehabilitated through the Rental Rehabilitation Program because of that rehabilitation occurring. (For example, if the tenant was forced to move because his rent after rehabilitation increased to an unaffordable level.)
2. "Temporary Relocation", as used herein, means the move by a tenant into temporary quarters necessitated by the scope of work during rehabilitation of his primary residence.
3. "Comparable Replacement Dwelling", as used herein, means a dwelling which is:
 - a. Decent, safe, and sanitary with respect to local codes.
 - b. Functionally equivalent to the displacement dwelling.
 - c. In an area not subject to adverse environmental conditions.
 - d. Is reasonably accessible to the displaced person's place of employment (or to employment opportunities if the person is unemployed).
 - e. Currently available to and within the financial means of the displaced person.

B. NOTICES TO TENANTS

Affected tenants will be promptly notified through the mail, by either Owner or City, on each of the following occasions:

1. At time of application, to advise tenants that they will either not be displaced, or, if displaced will be eligible to receive relocation assistance.
2. After execution of the agreement, to advise:
 - a. Tenants who will not be displaced of the conditions for continued occupancy, and potential availability of Section 8 rental assistance.
 - b. Tenants who will be displaced of their eligibility for relocation assistance and/or Section 8 rental assistance, and how to access it.

C. TENANT COUNSELING

Consistent with the Fair Housing Law the City will provide the following information and counseling to displaced tenants:

1. Opportunities to select Comparable Replacement Dwellings from a full range of neighborhoods within the total housing market.
2. Individual rights under the Fair Housing Law.
3. How to search for suitable replacement housing.

The Brazos Valley Housing Choice Voucher Program will provide information and counseling concerning the provision of rental assistance to eligible tenants through that program.

D. MOVING EXPENSE ASSISTANCE: TEMPORARY OR PERMANENT

1. Eligibility: All tenants that must be relocated temporarily or displaced are eligible, regardless of total family income, except:
 - a. Tenant being evicted for just cause.
 - b. The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person, and the fact that the person would not qualify as a displaced person as a result of the project.
 - c. Tenant is ineligible under 49 CFR 24.2(g) (2)

- d. HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
2. Types of Moving Expense Payments: Eligible tenants are entitled to either of the following payments:
 - a. Reimbursement for actual moving expenses, which include:
 - Moving household goods, including insurance coverage on the household goods while in transit
 - Disconnecting and reconnecting household appliances.
 - Transportation cost for tenant and family. -
 - Storage of household goods (for temporary move only).

Tenants selecting this method should consult with the designated City staff prior to the move. Agreements should be reached between the staff and the tenant as to specific reimbursements the tenant can expect. The tenant shall provide adequate documentation of the covered moving expenses, and shall provide signed and dated receipts on the letterhead of the service provider.
 - b. Fixed moving expense payment, which is an allowance based on the number of rooms of furniture the tenant will move. The size of the allowance will conform with the most recently published schedule for "Fixed Moving Expenses and Dislocation Allowance" from the U.S. Department of Transportation. The tenant will be required to certify, to the City's satisfaction, the number of rooms and furniture involved.
 3. Limitations: The City will not bear any moving expenses connected with temporary relocations beyond a period of 90 days.

E. CASH ASSISTANCE: PERMANENT RELOCATION ONLY

1. Eligible Tenants:
 - a. Tenants with income below the very low income limits (50 percent of the area median income)
2. Criteria and Procedure:
 - a. The tenant may use the cash assistance payment for rent or purchase of a replacement dwelling.

- b. Generally, the City will calculate the cash assistance payment as follows:
- i. \$_____ Monthly rent, plus utility allowance as determined using the Brazos Valley Housing Choice Voucher Program Utility Schedule, at the comparable replacement dwelling
 - ii. \$_____ Monthly rent, plus utility allowance as determined using the Brazos Valley Housing Choice Voucher Program Utility Schedule at the displacement dwelling, or 30% of the tenants average gross monthly income whichever is less.
 - iii. \$_____ State the difference in the above two items.
 - iv. \$_____ (Cash Payment) State the amount on the line iii. times 42, or \$5,250.00, whichever is less.

G. CONTINUED OCCUPANCY FOR IN-PLACE TENANTS

To the extent feasible in-place tenants shall be provided a reasonable opportunity to lease a suitable, decent, safe, sanitary, and affordable dwelling unit in the project following completion of the rehabilitation. Tenants not displaced shall have the right of continued occupancy according to the terms of their respective lease agreement. Very low income tenants will be encouraged to apply for Section 8 rental assistance which may be available to them at a later date.

For more information concerning matters addressed in this policy please contact the City of College Station Community Services Department, at (979) 764-3778.

**CITY OF COLLEGE STATION
RENTAL REHABILITATION PROGRAM**

AFFIRMATIVE MARKETING POLICY

The City of College Station adheres to the principle that persons of similar economic levels should have available to them like range of housing choices regardless of their race, color, religion, sex, handicap, national origin or familial status. In following with this principle, this policy sets forth actions which will be taken to achieve affirmative marketing of units rehabilitated through the City's Rental Rehabilitation Program.

ACTIONS BY PARTICIPATING OWNERS

1. List rehabilitated units with, or advertise them through, as large a number of referral sources as practical to attract a wide cross-section of lower income tenant prospects. This includes, but is not limited to:
 - a. Brazos Valley Housing Choice Voucher Program
 - b. Private apartment locator services
 - c. Local newspapers.
2. Develop community contacts through which persons in the housing market area might be attracted, who are not likely to apply for the housing without special outreach.
3. Inform the City of vacancies as they occur, the steps being taken to fill those vacancies consistent with No. 1 and-2 above, and characteristics of tenants once those vacancies are filled.
4. Use Equal Housing Opportunity logo on printed material, and display Fair Housing posters as practical.

ACTIONS BY CITY

1. Inform the public, potential tenants, and owners about Fair Housing laws, and elements of this policy, through the following methods:
 - a. Use the media.
 - b. Dissemination of printed material to tenants and owners.
 - c. One-on-one counseling to tenants and owners.

2. Promote the achievement of the affirmative marketing goal through interaction with other housing service providers and advocates in the community.
3. Maintain records documenting efforts by owners and the City to achieve affirmative marketing.

ASSESSMENT AND CORRECTIVE ACTION

The City will assess the effectiveness of affirmative marketing by owners, by comparing characteristics of the affected tenant population with characteristics of the City's population as a whole on a regular basis. If it is determined that an owner has violated this policy, he will be at risk of having to repay the rehabilitation subsidy as per the terms of the Rental Rehabilitation Agreement.

**CITY OF COLLEGE STATION
LEVERAGED HOUSING DEVELOPMENT PROGRAM**

PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Leveraged Housing Development Program is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available to fund eligible projects under the program.

The Leveraged Housing Development Program is designed to provide affordable housing opportunities, economic development opportunities, job creation, and/or services provided to a limited clientele through a variety of activities that are intended to benefit low-to-moderate income residents in the City of College Station under the City's Community Development Program authorized under Chapter 373 of the Texas Local Government Code. The City of College Station Chapter 373 Community Development Program was established August 8, 2005 by City Council Resolution # 8-8-2005-12.16. Financial or other forms of assistance shall be provided to qualified developer applicants with assistance under the provisions of 24 CFR § 92.252 Home Investment Partnerships Program - Qualification as affordable housing: Rental Housing, 24 CFR § 570.201 Community Development Block Grant - Basic Eligible Activities, and other appropriate sources of assistance.

This may be accomplished in part, with City Council approval, through the acquisition, new development or substantial rehabilitation of affordable housing units which are primarily occupied by low-to-moderate income households, and/or mixed-use developments in which housing units are occupied by low and moderate income households, and 51% of jobs created by the development are held by low and moderate income persons. An eligible development may include owner- or renter-occupied, single-family or multi-family housing units. To qualify for new development or substantial rehabilitation assistance, multi-family developments must have a minimum of eight (8) units.

The basic goals of the Leveraged Housing Development Program are:

- To provide affordable housing opportunities for low income and special needs households.
- To preserve and expand the supply of decent housing available to low-income and special needs renters.
- To create sustainable, mixed-use developments which provide both decent rental housing and jobs for low and moderate-income persons.

B. PROCESS

As need is determined by staff and budgeted funds or other resources are made available, the City will publish a Request for Proposal (RFP) to invite interested, qualified entities to submit a proposal for an eligible development within the corporate limits of the City of College Station. Depending upon the specific situation, the City may also accept applications for the Leveraged Housing

Development Program outside of the RFP process. The proposed development may include the following types of financing and resources:

- Texas Department of Community Affairs (TDHCA) Housing Tax Credit (HTC) funding
- TDHCA Multi-family Bond funding
- Developer equity
- Deferred or waived development fees
- Expedited development review and permitting
- Private or commercial loans
- City Resolution of Support
- A deferred and/or low-interest loan from the City's federal Home Investment Partnership (HOME) and/or Community Development Block Grant (CDBG) funds
- Land, buildings, or other improvements acquired with Community Development Block Grant (CDBG) funds through sale, lease, donation, or otherwise, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR §570.504
- Infrastructure improvements
- Development density bonuses
- Other appropriate resources or services

Approved developer applicants will work collaboratively with the City to implement an approved project. In return for use of the City's resources, the City will have final approval of the project design, and the development will be monitored at a level proportionate to the amount of resources extended to ensure compliance with programmatic requirements.

The approved applicant will perform all activities necessary for success of the development, including, but not limited to:

1. Complete the City's Loan Application and execute the Contract. An application fee in the amount of \$200 shall be due with the application. Funding shall be secured at closing with a Note and Deed of Trust.
2. Work closely with the key staff to evaluate and select an appropriate site, obtain necessary zoning and platting, attend predevelopment meetings, and obtain required permits.
3. Work closely with key staff to complete a successful Housing Tax Credit or Multi-family Bond application to the Texas Department of Housing and Community Affairs if such financing is necessary for the development.
4. Identify and secure necessary private financing.
5. Present the conceptual development to the City in a city-approved format.
6. For TDHCA-funded developments, coordinate and participate in required public meetings, provide necessary public notices, and secure the support of elected representatives and applicable neighborhood associations for the development.
7. Coordinate all aspects of contracting and construction, including all required reporting, submissions, and draw requests.

8. Execute and record a Land Use Restriction Agreement (LURA) preserving the affordability of the housing units in the development for a minimum period of twenty (20) years.
9. Coordinate staffing and marketing of the development.
10. Ensure that the development will pay all applicable city, school and county ad valorem property taxes at least for the life of the LURA.
11. Comply with all federal, state, and local initial and ongoing monitoring requirements. The monitoring fee shall be \$40 per year per HOME-assisted unit. Staff will determine the required number of designated HOME-assisted units in the development based upon the HOME assistance amount and the total number of units in the development.

C. SELECTION CRITERIA

1. After receipt of proposals or applications, City of College Station will use the following criteria in the selection process:
 - 25% - Developer's qualifications, experience (including recent developments) and references.
 - 30% - Conceptual development proposal (Weight will be given to developments incorporating green building techniques, recycling forethought, water and energy efficiency, and alternative energy solutions in project design).
 - 25% - Number and quality of housing units and/or jobs created for low and moderate income persons.
 - 20% - Timeline and demonstrated commitment to the project.
2. The Community Services Department Director may ascribe differing scoring weights or selection criteria to address particular community needs or programmatic requirements.

D. LOAN INSTRUMENTS OR OTHER FORMS OF PARTICIPATION

1. Upon approval of the City Council, a loan may be made at closing in the form of a deferred, repayable loan from the City's Home Investment Partnerships Program (HOME) funds, Community Development Block Grant (CDBG) funds, or other appropriate funding sources. The amount of funding will be determined dependent upon the benefit, with interest accruing at the Applicable Federal Rate (AFR) at the time of loan disbursement for an agreed upon term, or the term of the Housing Tax Credit or other Compliance Period, whichever is greater.
2. To facilitate the development, City-owned land, buildings, or other improvements acquired with Community Development Block Grant (CDBG) or other sources of funds may be provided through sale, lease, conveyance, or otherwise with City Council approval.
3. Other forms of City participation may be considered on a case-by-case basis by the Community Services Department Director to address particular community needs or programmatic requirements. All forms of assistance will require final approval by the City Council.

4. Proposed developments will not be over-subsidized. They shall receive only the amount of subsidy necessary to bring about a successful, sustainable development. Community Services Department Staff will perform a Subsidy Layering Analysis of the proposed development to determine the appropriate subsidy level. If the development receives funding through the Texas Department of Housing and Community Affairs (TDHCA), the TDHCA underwriting review will take precedence.

E. HOUSING QUALITY PLAN

1. Structures funded under this program must meet all applicable City codes, ordinances and other requirements.
2. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review). Properties not eligible for federal assistance due to environmental hazards will be ineligible for this Program.
3. All program-funded rental units must meet or exceed all requirements under 24 CFR § 92.251(a) (Property standards).
4. Final project design shall be submitted to Community Services Department staff for approval.

F. SECTION 3 AND DAVIS BACON

1. If the project is assisted under either HOME or CDBG in the amount of \$200,000 or more, the requirements of Section 3 of the Housing and Urban Development Act will apply. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in the area or owned in substantial part by persons residing in the area of the project. The development agreement will require that developers under the Leveraged Housing Development Program will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development as set forth in 24 CFR § 135.
2. If the project is assisted under CDBG or with twelve (12) or more HOME-assisted units, the provisions of the Davis-Bacon and Related Acts (DBRA) shall apply. The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of \$2,000.

G. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and involuntary relocation or displacement of any low-income family due to the Leveraged Housing Development Program, pursuant to the provisions of 24 CFR§ 92.353 Displacement, relocation, and acquisition.
2. It is not anticipated that it would be necessary to relocate any families. If the need does arise, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy.

H. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority or women owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

I. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding Leveraged Housing Development Program units will be made available to the public through the use of a variety of public meetings, newspaper articles, developer advertising, and press releases may be given to the local media. Information will be made available to local agencies that deal with low-to-moderate income people and families. Community Services Department staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and the City's website.

In addition, the City of College Station will seek technical assistance from the HUD Regional Fair Housing staff in order to ensure that fair housing standards are met.

**CITY OF COLLEGE STATION
TENANT BASED RENTAL ASSISTANCE PROGRAM
PROGRAM GUIDELINES AND PROCEDURES**

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) will be followed.

I. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Tenant Based Rental Assistance (TBRA) Program funded through the U.S. Department of Housing and Urban Development (HUD) with HOME Investment Partnership Program (HOME) funds. The City may also utilize local, state, or federal resources that may become available.

The TBRA Program is designed to assist low-income individuals and families secure decent, affordable housing in College Station. The City will offer security deposit assistance to eligible individuals and families, enabling them to lease an affordable rental unit and thereby reducing the threat of homelessness in College Station.

The basic goals of this Program are:

- Preserve and expand the supply of affordable, decent, safe and sanitary housing available to qualified low-income and special needs renter households
- Mitigate the risk of homelessness through the provision of assistance to vulnerable individuals and families
- Supplement additional low-income housing assistance to enable a path to permanent self-sufficiency

This program is intended to provide financial assistance in the form of security deposit payments to low-income households through the Housing Tax Credit Properties in College Station. Additionally, the City will partner with the Brazos Valley Council of Governments (BVCOG) Housing Choice Voucher Program to provide security deposit assistance to Section 8 voucher holders in College Station.

II. DESIGNATED AUTHORITY

Administrative authority for the implementation of this Program will rest with the Office of the City Manager or its designee. The Community Development Division (CD) under the Department of Community Services will serve as the designated office for approval of

contractual agreements as needed to carry out the Program, in accordance with Council-approved procedures.

The Director of Community Services will be responsible for authorizing payment requests for security deposit payments made either to:

- Tax Credit Properties, or
- BVCAA, through their Rental Housing Program, or
- Rental property owners in College Station participating in the BVCOG Housing Choice Voucher Program.

III. PROGRAM IMPLEMENTATION

The TBRA Program will be implemented through agreements with BVCOG and individual Low Income Housing Tax Credit (or otherwise HUD-supported) apartment complexes in College Station. Those entities will be responsible for the intake and eligibility verification of applicants requesting security deposit assistance.

A. Fair Housing and Affirmative Marketing

Participants in this Program must maintain a non-discrimination policy which ensures that any agency, apartment complex, or landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. Furthermore, such parties must establish how potential applicants will be notified and selected for the TBRA program through tenant selection policies.

B. Tenant Selection

All applicants must be screened and selected through a fair, written and public process. For each applicant, BVCOG and the tax credit properties will submit the required documentation to the CD office for processing.

1. **Applications:** Agencies and complexes must use a written application to determine eligibility. The application will include income information, household information, and program rules and policies.
2. **Residency Eligibility:** Tenants must be residents of or securing rental housing in the City of College Station.
3. **Eligibility:** Agencies and complexes shall review income and program eligibility prior to initial admission and recertify if necessary every 90 days.

4. **Waiting list:** Agencies and complexes are permitted to maintain a written waiting list for respective rental housing. The agency/complex must describe how people are selected from the list to acquire a rental unit. If necessary, a waiting list for TBRA security deposit assistance will be maintained by the date and time of application.
5. **Notification:** Prospective TBRA applicants unsuccessful in applying for TBRA security deposit assistance must be notified in writing.

C. Income Eligibility

1. **Income Determination Process:** Agencies/Complexes will use the Annual Income as Defined in 24 CFR Part 5, to determine TBRA income eligibility. This is also referred to as Part 5 Annual Income; and was based on the Section 8 model. The income definition is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. For the purposes of projecting such income, applicants shall provide a minimum of two month's worth of income documentation. If necessary, employer verification may substitute in part or be used in concert with existing income documentation to substantiate anticipated income.
2. **Maximum Income:** Family income must not be above 60% area median income (AMI) to secure TBRA security deposit assistance. Income limits are established by household size and revised annually by the Department of Housing and Urban Development.

D. Unit Selection/Approval

1. **Unit Inspections:** Prior to completing the lease or tenant move-in, a unit must be inspected to meet the housing quality standards (HUD-52580). Inspections will be carried out by staff from either BVCOG (for voucher holders) or CD (for eligible apartment complexes). Inspection records must be kept in the client's files. Units constructed prior to 1978 must pass the lead based paint inspection.
2. **Rent Reasonableness:** Rent for each unit must be determined to be reasonable when compared to unassisted units. For tenants applying for TBRA security deposit assistance who are also receiving voucher assistance through BVCOG, BVCOG is responsible to ensuring reasonable rent when compared to unassisted units. This is to be maintained in each client file at BVCOG. For tenants applying for TBRA security deposit assistance through a participating complex and not on a voucher, CD staff will complete the Rent Reasonableness Form and maintain a copy in each tenant file.

E. Lease

1. **Terms:** Lease must be for twelve (12) months.
2. **Un-allowable terms in lease:** The lease between the owner and tenant may not contain the following:
 - a. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in collection with the lease;
 - b. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. However, the owner may dispose of personal property left by a tenant in accordance with state law;
 - c. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - d. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - e. Agreement by the tenant that the owner may evict the tenant to household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - f. Agreement by the tenant to waive any right to a trial by jury;
 - g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

When the inspection has been successfully completed and the tenant has moved into the rental unit, BVCOG/tax credit apartments may submit the Payment Request form with the accompanying documentation.

IV. ELIGIBILITY REQUIREMENTS

A. Eligible Applicant Criteria

1. Applicants must meet the HUD Income Guidelines and provide documentation to verify all household income.
2. Applicants must be United States Citizens, Non-Citizens Nationals, or Qualified Aliens as defines by Title IV of the Personal Responsibility and Work

Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.

3. Applicants must provide a government photo identification card (front and back).
4. Applicants must provide copies of Social Security cards for all household members (front and back).
5. Applicants must be at least 18 years of age.
6. Applicants must meet approval requirements as defined by the HUD-supported Program (LIHTC or otherwise).
7. Applicants cannot have previously received security deposit assistance through this program.

B. Eligible Property Criteria

1. Property must reside within the City Limits of College Station.
2. Property must be participating in the BVCOG Housing Choice Voucher Program;
or
3. Property must have been development with Low Income Housing Tax Credits or relative assistance and maintain affordable rents, specified by HUD guidelines.

C. Funding Limitations

Security deposit assistance cannot exceed \$500 per unit. The Security Deposit Program provides assistance on a one-time basis. Applicants will not be eligible for additional assistance from the Program. A database of all Program participants will be maintained by Community Development staff to ensure no further payments are made on behalf of participating families.

In addition, The Security Deposit Program cannot be used to pay pet deposits.

V. APPLICATION PROCESS

A. Housing Choice Voucher Program Assistance

1. Applications can be obtained from any BVCOG office and will be included in the intake process for the Housing Choice Voucher Program.
2. Each application packet should contain the following information:
 - a. Application
 - b. Tenant Agreement
 - c. TBRA Agreement for Security Deposits
 - d. Unit Inspection Form

- e. Payment Request with Payment Authorization
 - f. Verification of income
 - g. Copy (front and back) of social security cards for each household member
 - h. Copy (front and back) of photo ID for Head of Household
3. If the proposed rental unit is a single-family home, CD staff will verify that unit is listed in the Rental Registration list maintained by the City.
 4. The tenant will not be allowed to move into the rental unit until the inspection has been successfully completed and the Payment Request with Payment Authorization has been completed and sent to the City.

B. Non-Housing Choice Voucher Program Assistance

1. Applications can be obtained from any participating apartment complex within the City Limits of College Station.
2. Completed applications must be submitted by email (TBRA@cstx.gov) or fax to the City of College Station's Community Development Office. Applicants who need assistance in completed the application can make an appointment by contacting the Community Development Office at (979) 764-3778. Bi-lingual services are available.
3. Each application packet must be submitted to the complex and contain the following information:
 - a. Application
 - b. Referral Form
 - c. Security Deposit Assistance Tenant Agreement
 - d. Income Certification Worksheet
 - e. Verification of income
 - f. Copy (front and back) of social security cards for each household member
 - g. Copy (front and back) of photo ID for Head of Household
 - h. Payment Request
4. After the application and request for inspection is received, CD staff will perform an inspection of the assigned rental unit to ensure that the unit meets Housing Quality Standards within a reasonable time period.
5. Upon determination that the rental unit meets Housing Quality Standards, CD staff will provide an approval authorization and a copy of the completed inspection report to the appropriate complex for inclusion in the tenant file.
6. The tenant will not be allowed to move into the rental unit until the inspection has been completed and the approval authorization has been completed and sent to the apartment complex.
7. Once the tenant has successfully moved into the unit, the apartment complex may submit a request for payment for reimbursement of the security deposit.

C. Payment to Owner/Complex

1. Apartment management will be paid within two weeks of the receipt of the Payment Request of completed and approved applications. The payment request may be submitted only after move-in of tenant is complete.
2. Incomplete applications will not be processed for payment until all documentation is received in the Community Development Office.

VI. FILES AND RECORDS

The Community Development office shall maintain accurate files and records on each contract and security deposit request and all documentation pertinent to the applicants shall be included. Such files shall be open for inspection as to applicant and property eligibility.

For BVCOG contracts, BVCOG staff will route the complete set of documents to the CD office for record maintenance. Each file shall include a copy of the contract, payment request, Security Deposit Agreement, and Tenant Application.

In addition to all original copies filed in the City Secretary's office, CD staff will maintain electronic records of any contract or payment request. A scanned version of the signed contract will also be available in the City Secretary's contract folder in Laserfiche.

A. Master List

The City will maintain a Master List of TBRA recipients to ensure that assistance is provided only a single time, per the guidelines of the program. Each recipient record will include the first and last name of the head of household, his or her date of birth and last four (4) numbers of Social Security Number, the date of application, and the address (or apartment complex). BVCOG staff will review this list prior to accepting applications from voucher holders. As each application is processed, City staff will update the list.

The Master List will be maintained on a spreadsheet by City staff with local access. A PDF copy of the most current list will be made available online through the City's Dropbox (a cloud application) account within the "Community Development" folder, to which BVCOG staff will have read-only access. Those with access at the City include a Community Development Analyst, a staff assistant, and the Director of Community Services. Read-only access is granted to two BVCOG employees: the Housing Choice Voucher Program Housing Clerk and Quality Control Supervisor.

VII. REPORTING

Community Development staff will prepare a cumulative annual report for all TBRA applicants from the various tax credit properties in College Station. This report will include detailed demographic information for all households served as required by HUD as well as the number of applicants denied. Participating properties are also required to collect and submit City Out-take Forms (Exhibit G in contract) within thirty (30) days of when security deposit recipients vacate the unit.

For applicants who are current Section 8 Voucher Holders, BVCOG staff will prepare monthly reports as outlined above and submit to the City.



Legislation Details (With Text)

File #: 14-890 **Version:** 1 **Name:** BCS Jones Butler PDD Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 12/3/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District for approximately 36.86 acres being 36.86 acres in the Crawford Burnett League, A-7, College Station, Brazos County, Texas, and being the same called 14.58 acre tract of land conveyed to Cherokee Limited, recorded in Volume 323, Page 735, and the called 7.76 acre tract conveyed to Navajo Ltd.; as recorded in Vol. 337, Page 500, of the Brazos County Deed Records and the two tracts conveyed to Palomares Construction Co. called 12.58 acres, Tract 1, as recorded in Vol. 2508, Page 234, and all of called 2 acres, called Tract 2, as recorded in Vol. 2507, Page 180, of the Brazos County Official Records, located at 1800 Wellborn Road, and more generally located between Wellborn Road and Jones-Butler Road, north of Harvey Mitchell Parkway.

Sponsors: Jennifer Prochazka

Indexes:

Code sections:

Attachments: [Background](#)
[Aerial & Small Area Map](#)
[Concept Plan & Rezoning Map](#)
[Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District for approximately 36.86 acres being 36.86 acres in the Crawford Burnett League, A-7, College Station, Brazos County, Texas, and being the same called 14.58 acre tract of land conveyed to Cherokee Limited, recorded in Volume 323, Page 735, and the called 7.76 acre tract conveyed to Navajo Ltd.; as recorded in Vol. 337, Page 500, of the Brazos County Deed Records and the two tracts conveyed to Palomares Construction Co. called 12.58 acres, Tract 1, as recorded in Vol. 2508, Page 234, and all of called 2 acres, called Tract 2, as recorded in Vol. 2507, Page 180, of the Brazos County Official Records, located at 1800 Wellborn Road, and more generally located between Wellborn Road and Jones-Butler Road, north of Harvey Mitchell Parkway.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s):

The Planning and Zoning Commission considered this item at their December 4, 2014 meeting and their recommendation will be provided at the City Council meeting. Staff recommends approval with the condition that the impacts of any floodplain alterations be contained within the subject property.

Summary:

This request is to rezone the property from M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District for a multi-family residential development with modifications to development standards, as outlined below. 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 Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map.

The Urban designation is described as a very intense level of development activities, consisting of townhomes, duplexes and high-density apartments.

Natural Areas Reserved is described as being for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains and riparian buffers, as well as recreation facilities.

The proposed PDD zoning includes multi-family housing and generally preserves flood-prone areas. At the time of site development, further drainage analysis will identify the limits of the 100-year floodplain and the impacts of reclaiming portions of the "flood prone" areas. The request is in compliance with the City's Future Land Use & Character Map.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is currently zoned GS General Suburban and M-2 Heavy Industrial, neither district is compatible with the multi-family housing that has been developed around the subject property. The proposed PDD for multi-family housing is consistent with the character and development of the surrounding properties.

- 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 PDD zoning permits multi-family housing, as anticipated by the City's Comprehensive Plan Future Land Use and Character Map. The subject property is surrounded by multi-family development and is in close proximity to Texas A&M University. Approximately 10 acres is depicted on the Concept Plan as "flood prone" and is largely proposed to remain undeveloped. Approximately two acres along the fringes of the "flood-prone" area is proposed to be reclaimed for development. At the time of site development, further drainage analysis will identify the limits of the 100-year floodplain and the impacts of reclaiming portions of the "flood prone" areas.

- 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:** The property is currently zoned M-2 Heavy Industrial and GS General Suburban. Properties located to the west of the railroad track in this area have been zoned and /or developed for industrial uses since the 1950s. Because of its proximity to Texas A&M University and the growth of A&M, the area has become desirable for multi-family student housing. The surrounding multi-family development and City park make this property undesirable for heavy industrial development. Single-family is also

not a desirable development type in this area, surrounded by existing multi-family housing, a railroad, and major roadways.

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 applicant indicates that the property is not marketable for heavy industrial uses nor single-family uses. The uses surrounding this property are primarily multi-family student housing.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: There are existing 8- and 18-inch waterlines along Jones-Butler Road and crossing the property which are available to serve the tract. There are also 16- and 18-inch sanitary sewer lines bisecting the property. There is currently capacity in the existing sanitary sewer system to support the proposed development. Detention is required in this area, where stormwater from the site generally discharges to the east within the Bee Creek Drainage Basin. With site development, further drainage analysis will identify the limits of the 100-year floodplain and the impacts of reclaiming portions of the "flood prone" areas. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

A Traffic Impact analysis was performed for the development. In order to mitigate the traffic impacts of the development, Holleman Drive West at Jones-Butler Road will need to be widened and restriped to provide left turn lanes on the westbound and eastbound approaches. The City is in the process of converting that intersection to a four-way stop. The applicant is also proposing to limit the number of bedrooms in the development to 850 in order to avoid additional impacts to the surrounding roadways.

SUMMARY OF CONCEPT PLAN

The proposed PDD Planned Development District zoning uses a base zoning district of R-4 Multi-family. Approximately eight acres of the development is intended to remain as natural open space, both as a site amenity and for the natural conveyance of flood water (ie: flood prone areas). The development is intended to provide student housing in close proximity to the Texas A&M University campus. The PDD includes a variety of unit types and bedroom counts. Meritorious modifications are included below. All other standards of the R-4 district would be met with development.

Density: The maximum density on the property is six dwelling units/acre. The maximum density on the developable area (outside of flood prone areas) is seven dwelling units/acre. Based on the Traffic Impact Analysis, the project is proposed to be capped at 850 bedrooms.

Range of future building heights: units will have a maximum building height of 45 feet and the clubhouse will be a maximum of 55 feet.

Drainage: The drainage from the project will enter the two existing ponds on the property and be detained before leaving the property boundary. Modifications to the ponds are proposed to allow them to act as detention. The applicant is requesting to reclaim a portion of the "flood prone" area. This portion of the property shown as "flood prone" is located in a Zone X area on the FEMA FIRM map panel 48041C0305F.

Meritorious Modifications

The following modifications are proposed through this rezoning request:

Block Length: The applicant requests a block length waiver for the property. The subdivision regulations require that blocks be no longer than 660 feet in areas designated as Urban on the City's Future Land Use and Character Map. Based on this standard, a street or public way would be required along Harvey Mitchell Parkway and Jones-Butler Road. The applicant indicates that a significant amount of the property is "flood-prone" and the remainder of the area is already built out so that a street to break block length would only serve to connect Harvey Mitchell Parkway and Jones-Butler Road through this multi-family development.

Block Perimeter: The applicant requests a block perimeter waiver for the property. The Unified Development Ordinance allows for a maximum 2,000 foot block perimeter in Urban areas. The Block Perimeter is the outside edge of a block, being the total of the blockfaces for each block. The subject property is the last to develop in the area where the block pattern is established. The property is bound by railroad right-of-way on two sides and is divided by a significant "flood-prone" area.

Unit Types: The applicant requests to utilize single detached units, duplex units, and multi-family structures together on a single multi-family tract. R-4 Multi-Family does not permit single-unit structures and duplexes to be built as a part of a multi-family complex. The proposed MF Multi-family zoning district does permit these unit types as a part of a multi-family development, however this district is not yet available.

More than Four Unrelated: In addition, the proposal includes a variety of bedroom counts within its units, ranging from two to six bedrooms, with an average of 4.25 bedrooms per dwelling unit. The number of bedrooms in each unit is not regulated by the Unified Development Ordinance, however it may have an effect on the number of unrelated residents that reside together in the units. The applicant states that units with increased bedroom counts allow for a more affordable product for students and is a new trend in multi-family housing in many college towns. The applicant believes that the increased bed count (and ultimately persons per unit) is appropriate based on the property's close proximity to Texas A&M University. The Comprehensive Plan seeks to locate multi-family student housing in Urban areas close to campus.

The applicant requests that up to six unrelated individuals be permitted to reside within a unit in this development as it is not in close proximity to single-family residential property. The applicant has stated that each room will be provided with a bathroom facility and that the shared facilities for the (up to) six unrelated individuals would include living areas and kitchen facilities. The proposal includes an average of 4.25 bedrooms per unit with a maximum bedroom count on the property of 850.

There are several standards in the Unified Development Ordinance that are determined based on dwelling unit counts instead of bedroom counts.

§ **Sanitation** (number of required dumpsters)- the applicant is providing compactors onsite alleviating the need for dumpsters based on a per unit count.

§ **Traffic** - the applicant has modified the traffic impact analysis based on bedrooms.

§ **Parkland Dedication** - the applicant has proposed to pay additional parkland

dedication fees based on the increased beds per dwelling unit. Since the standard zoning and parkland dedication would allow up to four unrelated individuals per unit and the proposed PDD would permit an average of 4.25 beds per unit, the applicant has proposed to pay a prorated parkland fee based on the additional 0.25 persons per dwelling unit proposed with the zoning.

Building Separation: The applicant requests a minimum 10-foot building separation between structures. The Unified Development Ordinance requires a minimum of 15 feet. The applicant has stated that the reduced separation will allow for flexibility to create shared green spaces within the development.

Community Benefits and Additional Enhancements

The applicant offers the following as community benefits and/or project enhancements: the proposal is an innovative design concept that does not "fit" into an existing zoning district. Students are showing that they desire living in a more diverse built environment. In addition, increased bedrooms per unit can provide more affordable student housing. The proposed development will have a mix of unit types, styles and sizes with centralized green spaces including the large green spaces shown as "flood prone" on the Concept Plan. The proposal also includes a bus shelter on Jones-Butler Road.

Budget & Financial Summary:

N/A

Attachments:

1. Background Information
2. Aerial and Small Area Map
3. Concept Plan and Rezoning Map
4. Ordinance

BACKGROUND

NOTIFICATIONS

Advertised Commission Hearing Date: December 4, 2014
Advertised Council Hearing Date: December 18, 2014

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:

N/A

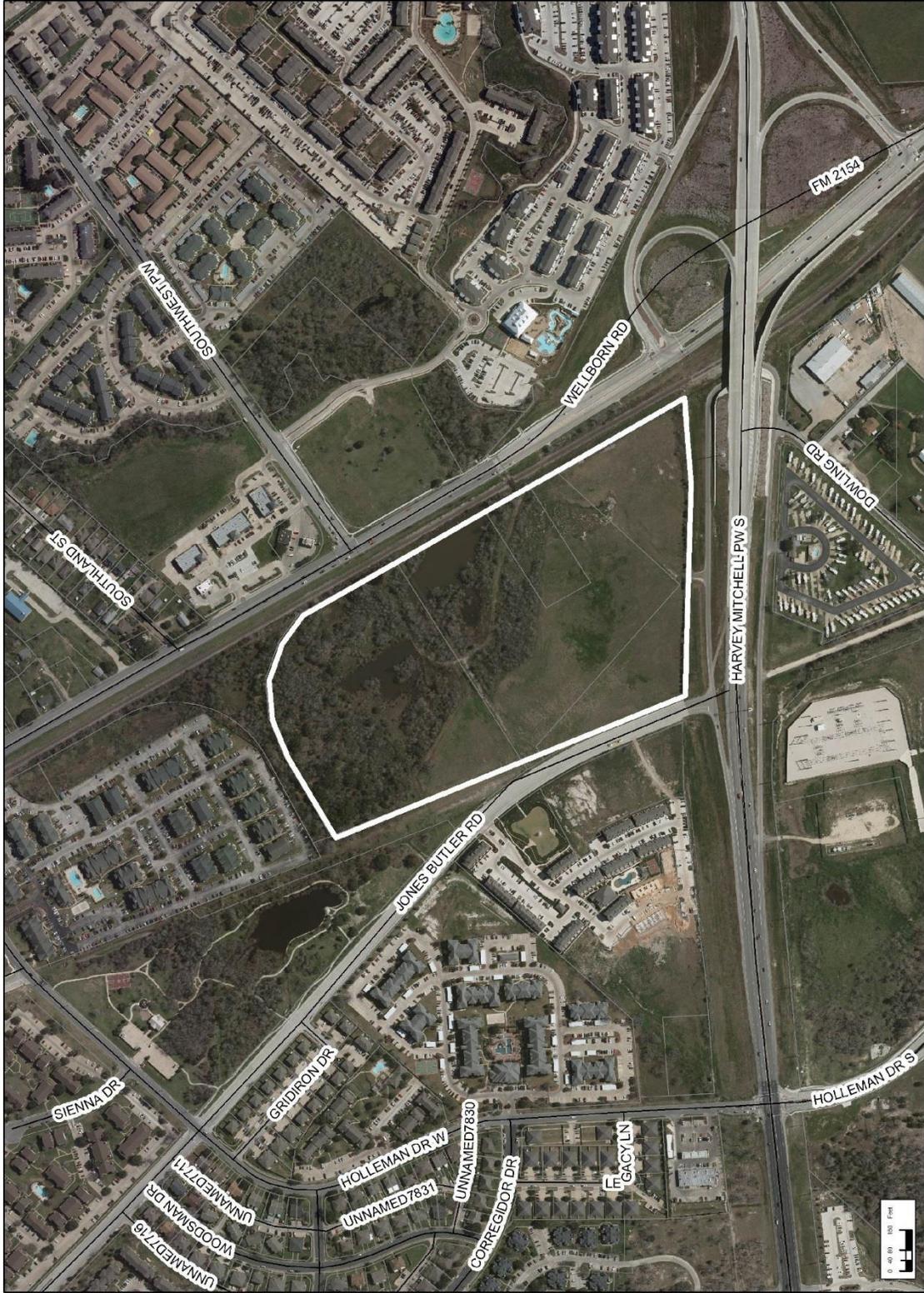
Property owner notices mailed: 12
Contacts in support: None as of date of Staff Report
Contacts in opposition: None as of date of Staff Report
Inquiry contacts: None as of date of Staff Report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	R-4 Multi-Family	Apartment Complex
South (across Harvey Mitchell Parkway)	Urban	GS General Suburban and M-2 Heavy Industrial	RV Park and Industrial Sales
East (across Wellborn Road)	General Commercial, Urban and Natural Areas Reserved	PDD Planned Development District	Vacant and Apartment Complex
West	Urban, Natural Areas Reserved, and Natural Areas Protected	GS General Suburban and R-4 Multi-Family	Crompton Park and Apartment Complex

DEVELOPMENT HISTORY

Annexation: A small portion at the northern end of the property was annexed in 1958 and the remainder was annexed in 1969.
Zoning: GS General Suburban and M-2 Heavy Industrial (dates unknown)
Final Plat: Unplatted
Site development: Vacant



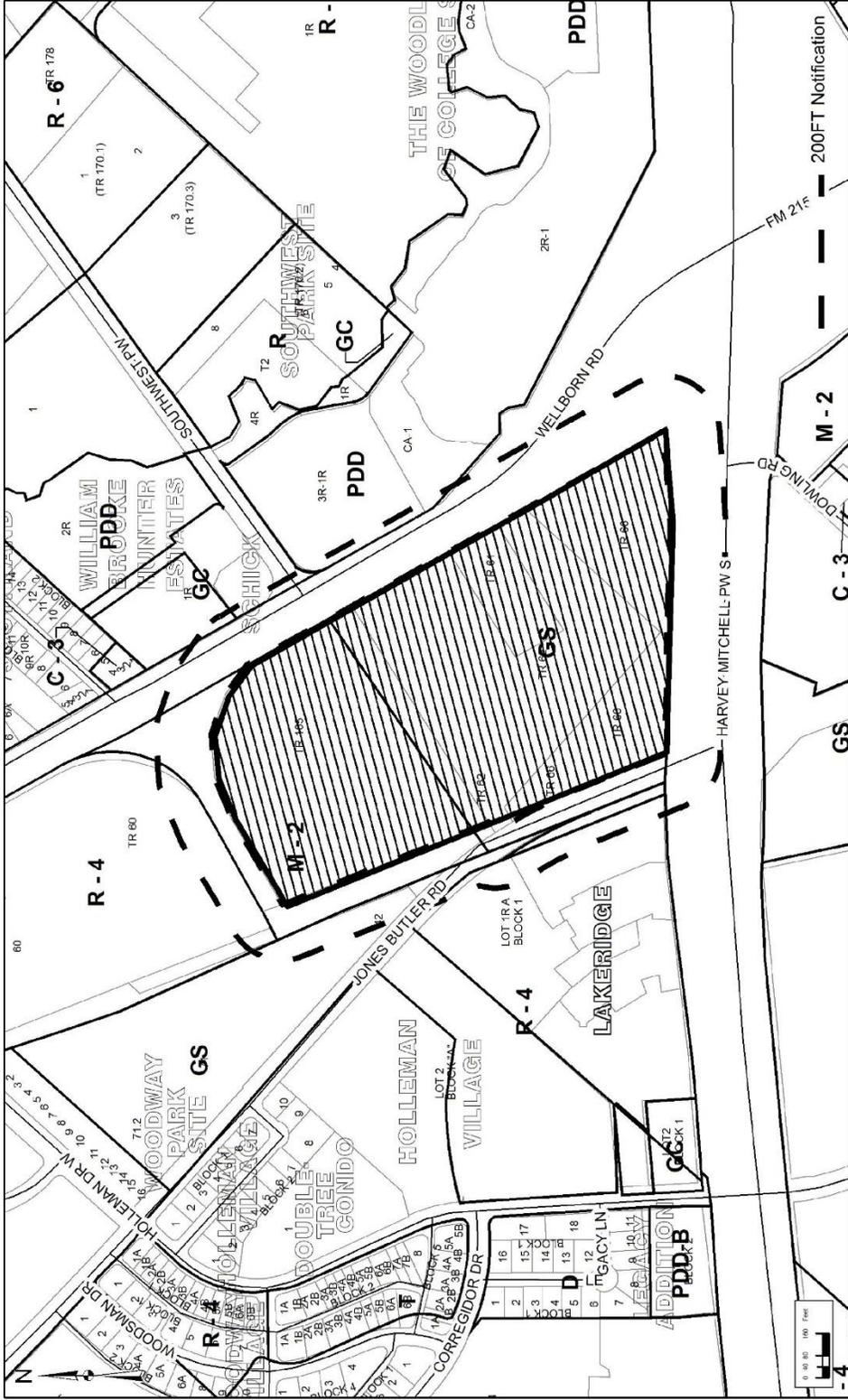
REZONING

Case: 14-132

BCS JONES BUTLER

DEVELOPMENT REVIEW



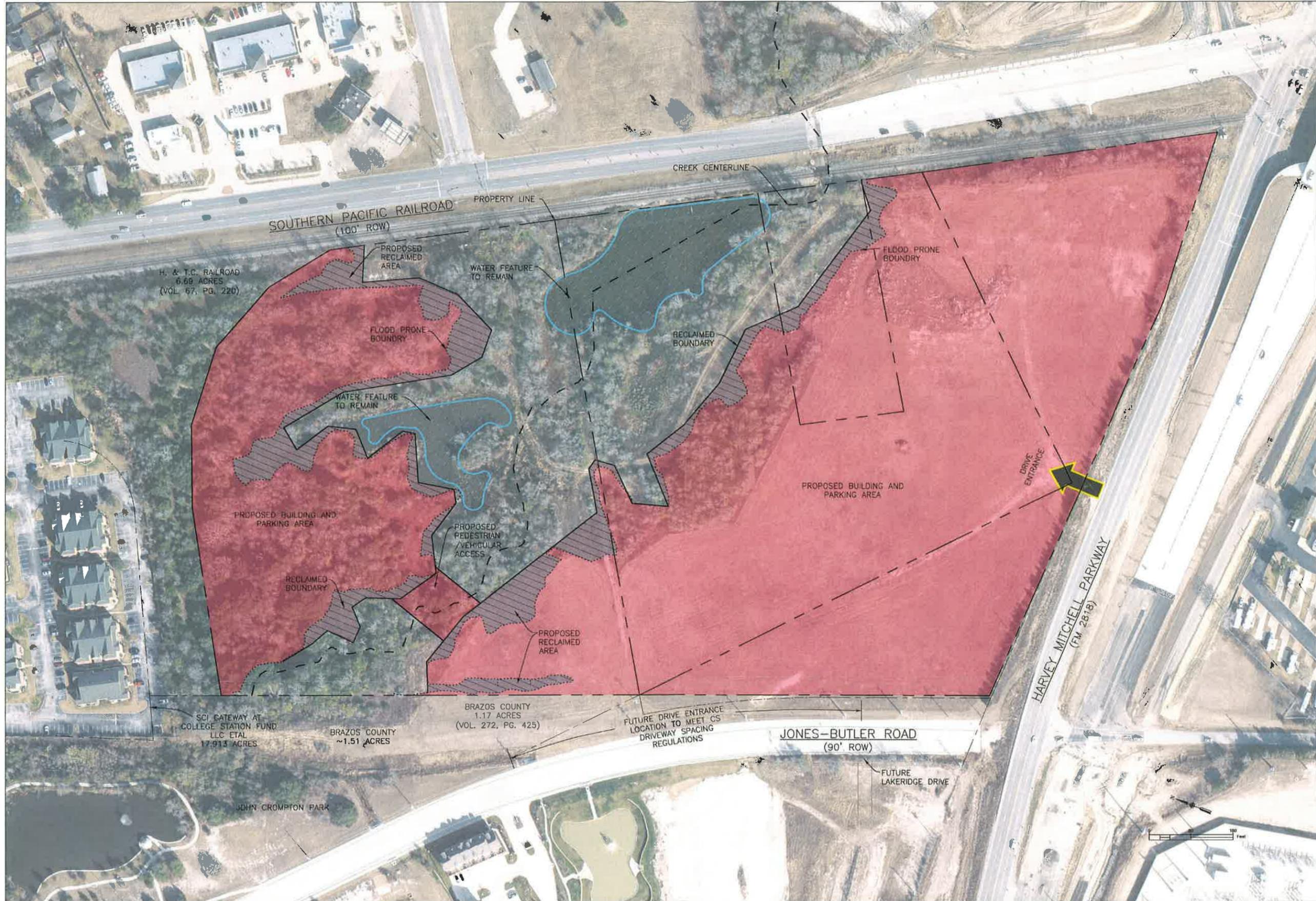


Zoning Districts

R	Rural	PDD	Planned Development District
E	Estate	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	NG-1	Core Northgate
GS	General Suburban	NG-2	Transitional Northgate
R-1B	Single Family Residential	NG-3	Residential Northgate
D	Duplex	OV	Corridor Overlay
T	Townhouse	RDD	Redevelopment District
		KO	Krensek Tap Overlay

DEVELOPMENT REVIEW	BCS JONES BUTLER	Case: 14-132	REZONING
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T.979.260.6963
F.979.260.3564

TX. FIRM # F-1443
3204 Earl Rudder Fwy S
COLLEGE STATION, TX 77845

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Houston, Texas 77002
Tel: 281.441.1111
Fax: 281.441.1112

OCT 2014
Designed by: VJBM
Drawn by: KB
Checked by: VJBM, JM

Prepared For:
Clint Cooper
BCS Jones Butler 37.26 LP
7504 N 30th Houston Freeway W.
Houston, TX 77064

Revisions

CONCEPT PLAN
36.86 Acre Tract of Land
College Station, Texas

1

14.13.22
11.18.14
11.4.22
GS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM M-2 HEAVY INDUSTRIAL AND GS GENERAL SUBURBAN TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 36.86 ACRES BEING 36.86 ACRES IN THE CRAWFORD BURNETT LEAGUE, A-7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING THE SAME CALLED 14.58 ACRE TRACT OF LAND CONVEYED TO CHEROKEE LIMITED, RECORDED IN VOLUME 323, PAGE 735, AND THE CALLED 7.76 ACRE TRACT CONVEYED TO NAVAJO LTD.; AS RECORDED IN VOL. 337, PAGE 500, OF THE BRAZOS COUNTY DEED RECORDS AND THE TWO TRACTS CONVEYED TO PALOMARES CONSTRUCTION CO. CALLED 12.58 ACRES, TRACT 1, AS RECORDED IN VOL. 2508, PAGE 234, AND ALL OF CALLED 2 ACRES, CALLED TRACT 2, AS RECORDED IN VOL. 2507, PAGE 180, OF THE BRAZOS COUNTY OFFICIAL RECORDS, LOCATED AT 1800 WELLBORN ROAD, AND MORE GENERALLY LOCATED BETWEEN WELLBORN ROAD AND JONES-BUTLER ROAD, NORTH OF HARVEY MITCHELL PARKWAY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and described on 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 if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this 18th day of December, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

ORDINANCE NO. _____

Page 2

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District, as described in EXHIBIT "B," and as graphically depicted in EXHIBIT "C" and EXHIBIT "D":

**METES AND BOUNDS DESCRIPTION
36.86 ACRES
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Being a tract of land containing 36.86 acres, in the Crawford Burnett League, A-7, College Station, Brazos County, Texas, and being the same called 14.58 acre tract of land conveyed to Cherokee Limited, recorded in Volume 323, Page 735, and the called 7.76 acre tract conveyed to Navajo Ltd., as recorded in Vol. 337, Page 500, of the Brazos County Deed Records (B.C.D.R.), and the two tracts conveyed to Palomares Construction Co. called 12.58 acres, Tract 1, as recorded in Vol. 2508, Page 234, and all of called 2 acres, called Tract 2, as recorded in Vol. 2507, Page 180, of the Brazos County Official Records (B.C.O.R.) All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83 (CORS96), and boundary referenced to said previous deed calls, as surveyed on the ground on August 6, 2013. This description is also referred to the plat prepared by ATM Surveying, Project No. 2013-0303, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found with an orange plastic cap marked "H.P. MAYO RPLS 5045" for the northwest corner of this tract, a point in the International and Great Northern Railroad Co. tract, a 170' Right-of-Way, recorded in Volume 24, Page 336, of the Brazos County Deed Records (B.C.D.R.), a corner of the H. & T.C. Railroad 6.9 acre tract, as recorded in Volume 67, Page 220, of the Brazos County Deed Records (B.C.D.R.);

THENCE along the common line of this tract and the south and southwest line of the said H. & T.C. Railroad 6.9 acre tract, the following calls:

North 59°08'35" East, a distance of 362.30 feet to a point not set in heavy brush;

North 67°12'35" East, a distance of 160.00 feet to a point not set in heavy brush;

North 85°22'35" East, a distance of 156.00 feet to a point not set in heavy brush;

South 70°52'25" East, a distance of 152.00 feet to a point not set in heavy brush;

South 53°30'31" East, a distance of 137.63 feet to a set 1/2" iron rod with maroon plastic cap marked "RPLS 6132-ATM SURV" for a bend in this tract, also being a point on the 100' wide southwest right-of-way line of the Southern Pacific Railroad;

THENCE South 29°39'25" East, a distance of 433.70 feet along the common line between this tract and said Southern Pacific Railroad to the base of a bent 3/8" iron rod found for the west corner of said called 14.58 acre tract, also being the north corner of said 12.58 acre tract, from which the top of said 3/8" iron rod bears North 45°00'00" West, a distance of 0.11 feet;

THENCE South 29°33'48" East, a distance of 708.95 feet along the common line between this tract and said Southern Pacific Railroad to a 1/2" iron rod found for the east corner of said 12.58 acre tract, also being a north corner of said called 7.76 acre tract;

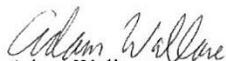
THENCE South 29°53'21" East, a distance of 572.62 feet along the common line of this tract and the said Southern Pacific Railroad tract to a 1/2" iron rod with maroon plastic cap marked "RPLS 6132-ATM SURV" set for the southeast corner of this tract, also being on the north Right-of-Way of Harvey Mitchell Parkway;

THENCE South 85°29'25" West, a distance of 335.35 feet along the north Right-of-Way line of Harvey Mitchell Parkway to the center of a found TXDOT Type II concrete monument for a bend in this tract;

THENCE North 88°25'57" West, a distance of 828.50 feet continuing along the north Right-of-Way line of Harvey Mitchell Parkway to a 1/2" iron rod set with a maroon plastic cap marked "RPLS 6132-ATM SURV" for the southwest corner of this tract, also being a point in the Brazos County 170' Right-of-Way as recorded in Volume 272, Page 425, of the Brazos County Deed Records (B.C.D.R.), from which a found 1/2" iron rod with an orange plastic cap marked "H.P. MAYO RPLS 5045" for the southeast Right-of-Way corner of Jones-Butler Road, a 90' Right-of-Way, bears South 42°56'45" West, a distance of 5.23 feet, also a 1/2" iron rod with red plastic cap marked "SM KLING-RPLS 2003" found for reference at the southeast corner of the aforementioned Brazos County 170' Right-of-Way line, bears South 87°35'05" East, a distance of 43.80 feet;

THENCE North 22°03'20" West, a distance of 672.80 feet along the west line of this tract, which also severs the aforementioned Brazos County 170' Right-of-Way, to a 1/4" tack nail set in the top of a 6" round fencepost found at the location of a previously called for and found 3/4" iron rod for the northwest corner of this tract, the south corner of the said called 14.58 acre tract, the west corner of said called 12.58 acre tract, and being a point in the Brazos County 1.17 acre tract, as recorded in Volume 272, Page 425;

THENCE North 22°13'13" West, a distance of 800.89 feet (called North 18°45'00" West, a distance of 800.00 feet) severing the said Brazos County 1.17 acre tract and the said International and Great Northern Railroad Co. tract to the **PLACE OF BEGINNING** and containing 36.86 acres of land.


Adam Wallace

Texas Registered Professional Land Surveyor No. 6132
14-0509-total.doc
August 6, 2013

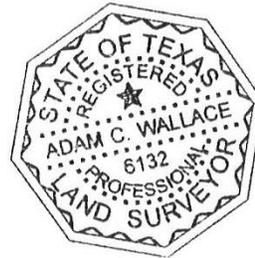


EXHIBIT “B”

General: The PDD Planned Development District zoning uses a base zoning district of R-4 Multi-family. Approximately eight acres of the development is intended to remain as natural open space, both as a site amenity and for the natural conveyance of flood water (ie: “flood prone” areas). The development is intended to provide student housing in close proximity to the Texas A&M University campus. The PDD includes a variety of unit types and bedroom counts. Meritorious modifications are included below. All other standards of the R-4 district shall be met with development.

Density: The maximum density on the property is 6 dwelling units/acre. The maximum density on the developable area (outside of “flood prone” areas) is 7 dwelling units/acre. Based on the Traffic Impact Analysis, the project is proposed to be capped at 850 bedrooms.

Range of future building heights: units will have a maximum building height of 45 feet and the clubhouse will be a maximum of 55 feet.

Drainage: The drainage from the project will enter the two existing ponds on the property and be detained before leaving the property boundary. Modifications to the ponds are proposed to allow them to act as detention. The applicant is requesting to reclaim a portion of the “flood prone” area. This portion of the property shown as “flood prone” is located in a Zone X area on the FEMA FIRM map panel 48041C0305F.

Meritorious Modifications

The following modifications are proposed through this rezoning request:

Block Length: City Block Length requirements do not have to be met with the platting and development of the property.

Block Perimeter: City Block Perimeter requirements do not have to be met with the platting and development of the property.

Unit Types: Single detached units, duplex units, and multi-family structures may be developed together on a single multi-family lot.

More than Four Unrelated: The development includes a variety of bedroom counts within its units, ranging from two to six bedrooms, with an average of 4.25 bedrooms per dwelling unit. Up to six unrelated individuals are permitted to reside within a unit in this development. Each room will be provided with a bathroom facility and the shared facilities for the (up to) six unrelated individuals would include living areas and kitchen facilities. Maximum bedroom count on the property is 850.

- **Parkland Dedication** – the applicant proposed to pay additional parkland dedication fees based on the increased beds per dwelling unit. Since the standard zoning and parkland dedication would allow up to four unrelated individuals per unit and the PDD permits an average of 4.25 beds per unit, the applicant has proposed to pay a prorated parkland fee based on the additional 0.25 persons per dwelling unit proposed with the zoning.

Building Separation: Minimum 10-foot building separation between structures to allow for flexibility to create shared green spaces within the development.

Additional conditions:

- Bus shelter on Jones-Butler Road shall be provided.
- Impacts of any floodplain alterations shall be contained within the subject property.



Legislation Details (With Text)

File #: 14-891 **Version:** 1 **Name:** Creek Meadows PDD Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 12/3/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District and R Rural to PDD Planned Development District to amend the concept plan layout and uses for approximately 19.125 acres in the Samuel Davidson League, Abstract No. 13, College Station, Brazos County, Texas, being a remainder of a called 22.418 acre tract described as Tract One in a deed to Creek Meadows Partners, LP, as described in Volume 7633, Page 239; and 15.37 acres in the Samuel Davidson League, Abstract No. 13, College Station, Texas, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, LP, recorded in Volume 7068, Page 220, of the Official Deed Records of Brazos County, Texas, located at 3850 Greens Prairie Road West, and more generally located near the entrance of Creek Meadows Subdivision at the intersection of Greens Prairie Road West and Creek Meadows Boulevard North.

Sponsors: Jennifer Prochazka

Indexes:

Code sections:

- Attachments:** [Background](#)
[Aerial & Small Area Map](#)
[Concept Plan & Rezoning Map](#)
[Ordinance.pdf](#)
[Coversheet.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District and R Rural to PDD Planned Development District to amend the concept plan layout and uses for approximately 19.125 acres in the Samuel Davidson League, Abstract No. 13, College Station, Brazos County, Texas, being a remainder of a called 22.418 acre tract described as Tract One in a deed to Creek Meadows Partners, LP, as described in Volume 7633, Page 239; and 15.37 acres in the Samuel Davidson League, Abstract No. 13, College Station, Texas, being a portion of the remainder of a called 171.043 acre tract described as Tract One by a deed to Creek Meadows Partners, LP, recorded in Volume 7068, Page 220, of the Official Deed Records of Brazos County, Texas, located at 3850 Greens Prairie Road West, and more generally located near the entrance of Creek Meadows Subdivision at the intersection of Greens Prairie Road West and Creek Meadows Boulevard North.

Relationship to Strategic Goals:

- Neighborhood Integrity

- Diverse Growing Economy

Recommendation(s):

The Planning and Zoning Commission considered this item at their November 20, 2014 meeting and unanimously recommended approval of the amendment with the condition that a uniform six-foot fence with design elements be constructed at the time of subdivision development on the northern and eastern property lines of the portion of the subject property located north of Greens Prairie Road West. Staff recommends approval as well.

Summary:

Creek Meadows began development in the ETJ and is vested to the uses proposed at that time. This rezoning request would allow approximately 19 acres north of Greens Prairie Road West to develop as single-family (currently vested for multi-family), approximately 15.4 acres south of Greens Prairie Road West to develop as townhomes (currently vested to and zoned for duplexes). The density exchange will result in an overall reduction of 127 potential dwelling units in Sections 1C and 1A.

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 Wellborn Suburban north of Greens Prairie Road West and Restricted Suburban south of Greens Prairie Road West on the Comprehensive Plan Future Land Use and Character Map.

The Wellborn Suburban designation is described in the Wellborn Community Plan as having "...an intense level of development activities. These areas will tend to consist of high-density single-family residential lots (minimum 5,000 square feet). Development features should be incorporated such as greenbelts, garages, and limited lot coverage to reduce the character impact of surrounding residential uses." The proposed uses on this portion of the subject property are single-family homes.

The Restricted Suburban designation is described as having "...a moderate level of development activities. These areas will tend to consist of medium-density single-family residential lots (acreage 8,000 square feet) when clustered around open space, or larger lot sizes when not clustered." The proposed uses on this portion of the subject property are multi-family and single-family homes.

The density of the overall Creek Meadows Development is proposed to be four dwelling units per acre - consistent with the Future Land Use and Character designations on the property.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:**

Portion north of Greens Prairie Road West: The subject property and surrounding area are currently zoned R Rural and are developed as both rural density single-family homes and rural-character commercial. The proposed uses for this area include single-family homes on minimum 5,000 square foot lots. The original Master Plan for the Creek Meadows showed a future land use of multi-family in this area. Through the Wellborn Community Plan, area residents expressed a desire to reduce future densities. Single-family uses are more

compatible with the existing uses and zoning of nearby properties.

Portion south of Greens Prairie Road West: The subject property and surrounding area are included in the Creek Meadows PDD zoning, which includes single-family and duplex uses. The proposed Townhome use is denser than uses in the surrounding area.

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 subject property is suitable for the uses and density proposed in the PDD Planned Development District. The overall density of the Creek Meadows neighborhood will remain around 4 dwelling units per acre. The rezoning reduces the possible number of dwelling units in Creek Meadows. Road infrastructure in this area (at the perimeter of the subdivision) was developed while in still in the ETJ and does not meet an urban City standard.

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:

North of Greens Prairie Road West: The existing zoning of this portion of the property is R Rural, however, because the Creek Meadows development began in the ETJ without the benefit of land use control, this portion was shown for multi-family development and is vested to that use.

South of Greens Prairie Road West: The current PDD in place on this portion of the property allows for duplex units in this area similar to the developed portion of Creek Meadows to the east and is suitable for this property.

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 proposed PDD rezoning essentially relocates higher-density dwelling units from north of Greens Prairie Road West to south of Greens Prairie Road West, and locates single-family to the north. The intent of the swapped land use densities is to reduce the overall permitted densities while responding to the character of the surrounding area.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: Water service will be provided by Wellborn Special Utility District via existing 6-, 8-, and 16-inch mains. There are also 6- and 8-inch sanitary sewer lines available to serve this property. There is currently capacity in the existing sanitary sewer system to support some additional development, however capacity will need to be analyzed further with the platting of each individual phase. It is anticipated that improvements to the downstream sanitary sewer system will be needed in the near future. Drainage is mainly to the south within the Peach Creek Drainage Basin. Access to the sites will be available via Greens Prairie Road West and Creek Meadows Boulevard North. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure, with the exception of the referenced sanitary sewer, appears to be adequate for the proposed use.

SUMMARY OF CONCEPT PLAN

The following base districts are requested for the proposed residential uses:

- § Single-family land uses - GS General Suburban Zoning District
- § Townhome land uses - T Townhome Zoning District

Meritorious Modifications

The following modifications are proposed through this rezoning request:

Setbacks:

Single-family land uses -

- § Reduction of the minimum **front setback from 25 feet to 20 feet** to conform with existing modifications in the Creek Meadows neighborhood
- § Reduction of the minimum **side setback from 7.5 feet to 5 feet** to conform with existing modifications in the Creek Meadows neighborhood

Townhome land uses -

- § Minimum **side setback reduced from 7.5 feet to 5 feet**
- § Minimum **front setback reduced from 25 feet to 20 feet**
- § Minimum **rear setback reduced from 20 feet to 15 feet**

Density: Reduced **maximum Townhome density from 14 dwelling units per acre to 8 dwelling units per acre.**

Driveway Standards: The applicant requests that the maximum driveway width for the Townhome lots is increased from 25 feet to 27 feet to accommodate three parking spaces.

Community Benefits and Additional Enhancements

The applicant offers the following as community benefits and/or project enhancements:

- § Reduced densities on the north side of Greens Prairie Road West adjacent to rural and estate properties;
- § Open spaces provided through future detention and easements as shown on the Concept Plan;
- § Attached and/or detached two car garages required with each detached single-family dwelling unit as requested by residents through the Wellborn Community Plan;
- § Replaced permitted duplex dwelling units with single-family townhome units;
- § Reduced the Townhome density potential from 14 dwelling units per acre to eight.

Budget & Financial Summary:

N/A

Attachments:

1. Background Information
2. Aerial and Small Area Map
3. Concept Plan and Rezoning Map
4. Ordinance

BACKGROUND

The subject property was master-planned as part of the Creek Meadows Subdivision prior to annexation into the City of College Station and without the benefit of land use controls. The Master Plan designates the portion of the subject property north of Greens Prairie Road West for multi-family housing and the portion south of Greens Prairie Road West for duplex development. While the properties have since been annexed into the City limits, the development is vested to the original master-planned uses. After the southern portion was annexed in 2008, a PDD rezoning was approved that conformed to the Master Plan. The portion north of Greens Prairie Road West was not included in that PDD zoning because it was still in the Extra Territorial Jurisdiction (ETJ).

During the development of the Wellborn Community Plan (an amendment to the Comprehensive Plan), members of the Resource Team expressed a desire to reduce the planned density north of Greens Prairie Road West. At that time, representatives of Creek Meadows Partners, LP agreed to pursue a rezoning in the area that would essentially exchange the originally planned density north of Greens Prairie Road West with the lower density originally intended south of Greens Prairie Road West.

NOTIFICATIONS

Advertised Commission Hearing Date: November 20, 2014
Advertised Council Hearing Dates: December 18, 2014

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:

Creek Meadows HOA

Past members of the Wellborn Community Plan Resource Team were notified via email.

Property owner notices mailed: 34
Contacts in support: None at the time of staff report
Contacts in opposition: None at the time of staff report
Inquiry contacts: Two

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Wellborn Estate	R Rural	Rural home
South	Restricted Suburban	PDD Planned Development District	Single-family housing
East	Wellborn Estate and Restricted Suburban	R Rural and PDD Planned Development District	Duplexes, estate subdivision
West	Wellborn Preserve, Restricted Suburban, Wellborn Commercial, and Wellborn Estate	R Rural and PDD Planned Development District	Rural home, storage units, and vacant

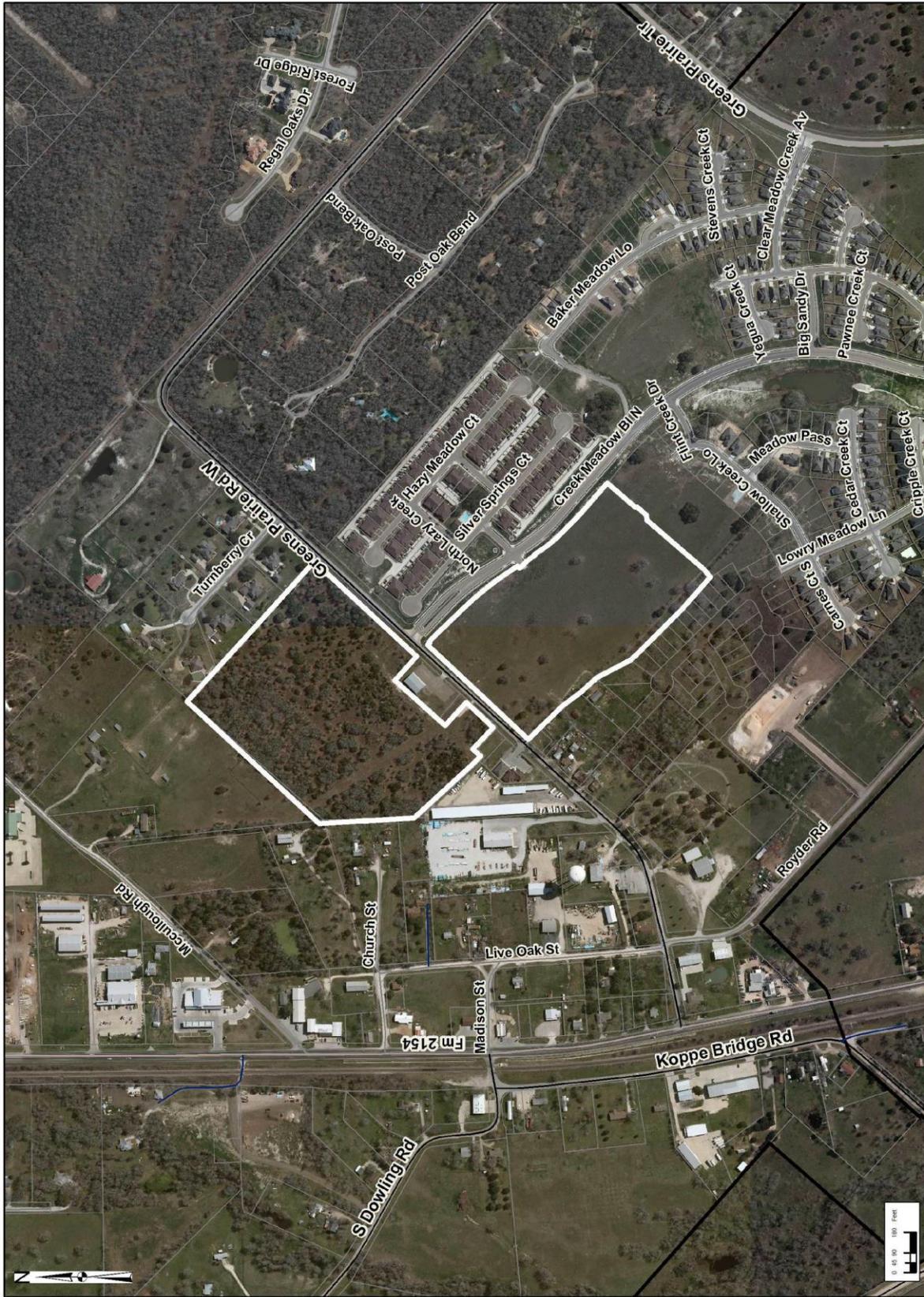
DEVELOPMENT HISTORY

Annexation: South of Greens Prairie Road West (2008)
North of Greens Prairie Road West (2011)

Zoning: South: PDD Planned Development District (2008)
North: R Rural (upon annexation in 2011)

Final Plat: Not platted

Site development: Vacant

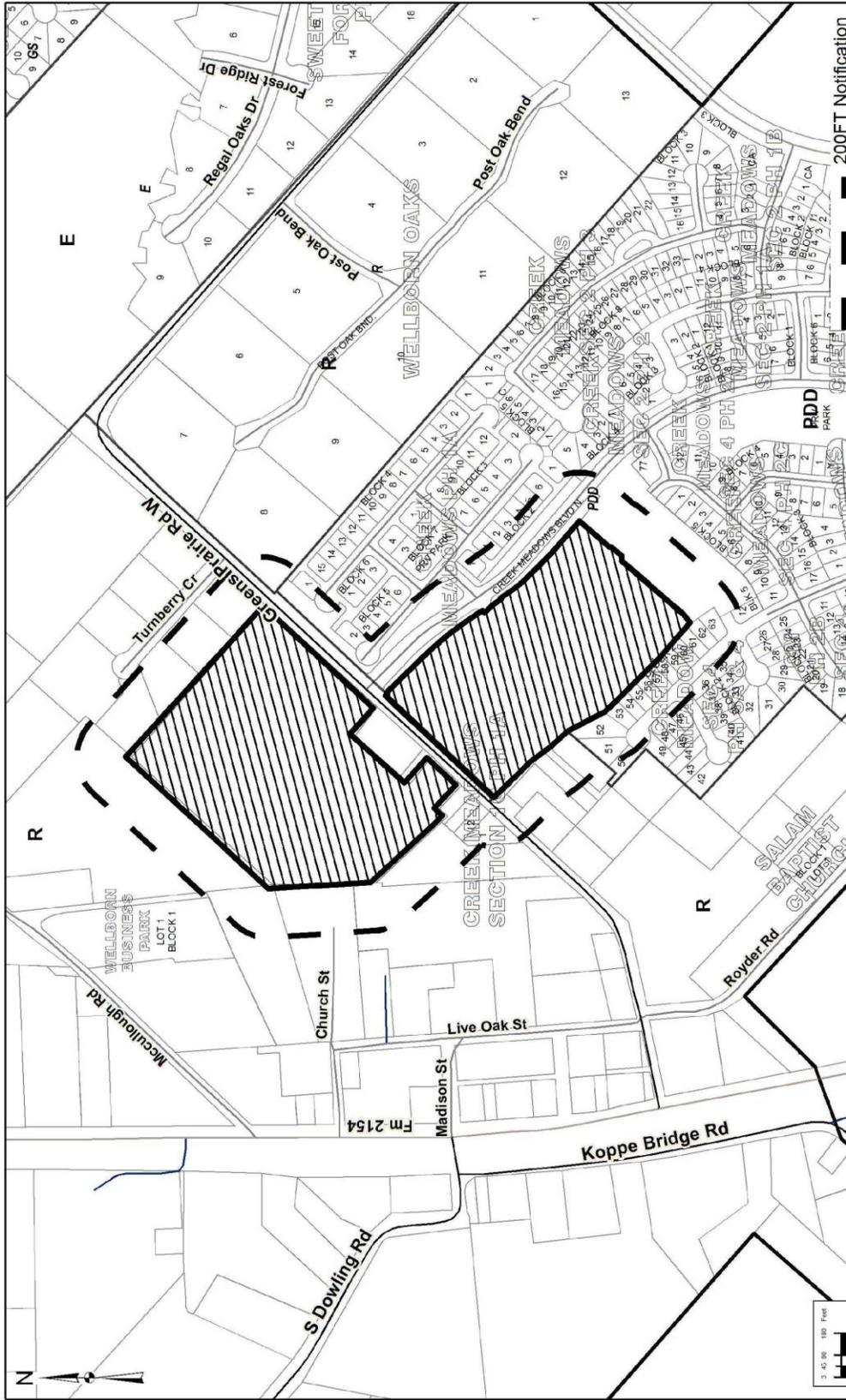


REZONING
Case: 14-166

CREEK MEADOWS SEC 1A PH 3

DEVELOPMENT REVIEW

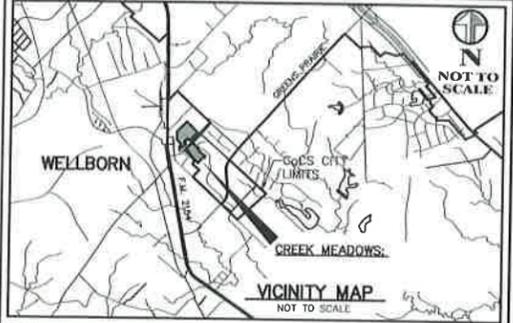
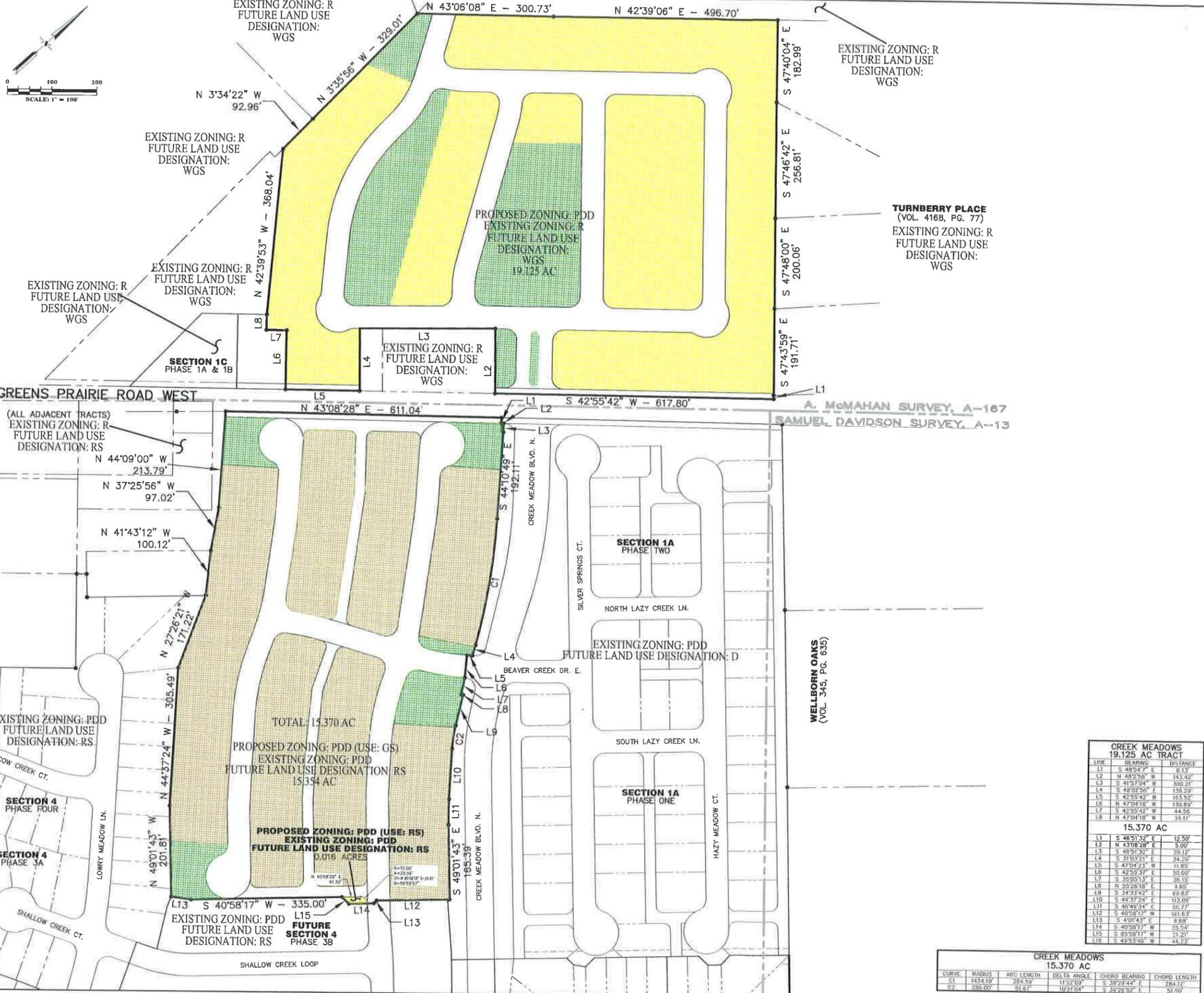




Zoning Districts

R	Rural	R - 4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R - 6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	O	Manufactured Home Park	C - 3	Light Commercial	NG - 1	Core Northgate
GS	General Suburban	SC	Office	M - 1	Light Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	CC	Suburban Commercial	M - 2	Heavy Industrial	NG - 3	Residential Northgate
D	Duplex	CI	General Commercial	C - U	College and University	OV	Corridor Overlay
T	Townhouse	BP	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
			Business Park	P - MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

	<p>DEVELOPMENT REVIEW</p>	<p>CREEK MEADOWS SEC 1A PH 3</p>	<p>Case: 14-166</p>	<p>REZONING</p>
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CONCEPT PLAN NOTES:

1. THIS TRACT DOES NOT LIE WITHIN THE FLOOD PLAIN AS GRAPHICALLY DEPICTED ON F.E.M.A. - FIRM COMMUNITY PANEL NO. 48041C 0325E, MAY 16, 2012.
 2. BASIS OF BEARING: NORTH ORIENTATION IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 3. ALL PROPERTY CORNERS ARE MONUMENTED BY 1/2" IRON RODS UNLESS OTHERWISE NOTED.
 4. THE BOUNDARY DATA SHOWN WAS SURVEYED AND PROVIDED BY KERR SURVEYING, UNDER THE DIRECTION OF MR. BRAD KERR, RPLS 4502.
 5. THE EXISTING USE OF THIS TRACT IS VACANT/AGRICULTURAL.
 6. FUTURE LAND USE DESIGNATION & ZONING NAMING CONVENTION:
 R = RURAL
 E = ESTATE
 O = OFFICE
 D = DUPLEX
 GC = GENERAL COMMERCIAL
 RS = RESTRICTED SUBURBAN
 GS = GENERAL SUBURBAN
 PDD = PLANNED DEVELOPMENT DISTRICT
 WGS = WELLBORN GENERAL SUBURBAN
 7. AREAS DESIGNATED AS SINGLE FAMILY DETACHED SHALL CONFORM TO GENERAL SUBURBAN ZONING DISTRICT LAND USES AND ALL DIMENSIONAL STANDARDS WITH THE FOLLOWING EXCEPTIONS:
 - MINIMUM FRONT SETBACK REDUCED FROM 25' TO 20' TO CONFORM WITH PREVIOUSLY APPROVED MODIFICATIONS.
 - MINIMUM SIDE SETBACK REDUCED FROM 7.5' TO 5' TO CONFORM WITH PREVIOUSLY APPROVED MODIFICATIONS.
 AREAS DESIGNATED AS SINGLE FAMILY ATTACHED SHALL CONFORM TO TOWNHOME ZONING DISTRICT LAND USES AND ALL DIMENSIONAL STANDARDS WITH THE FOLLOWING EXCEPTIONS:
 - MINIMUM FRONT SETBACK REDUCED FROM 25' TO 20' TO CONFORM WITH PREVIOUSLY APPROVED MODIFICATIONS.
 - MINIMUM SIDE SETBACK REDUCED FROM 7.5' TO 5' TO CONFORM WITH PREVIOUSLY APPROVED MODIFICATIONS.
- DRIVEWAY STANDARDS: MAXIMUM DRIVEWAY WIDTH FOR SINGLE FAMILY ATTACHED/TOWNHOME LOTS IS INCREASED FROM 25' TO 27' TO ACCOMMODATE THREE PARKING SPACES.

HATCH/COLOR LEGEND

	COMMON AREA GREEN SPACE (MAINTAINED BY HOA) AREA=4.387 AC
	SINGLE FAMILY-DETACHED AREA=11.141 AC
	TOWNHOMES AREA=10.017 AC

NOTE: TOTAL ACREAGE REPORTED FOR EACH USE DOES NOT INCLUDE THE AREA OF THE RIGHT-OF-WAYS CONTAINED WITHIN THOSE RESPECTIVE ZONES.

PDD CONCEPT PLAN OF CREEK MEADOWS SECTION 1A, PHASE 3, 4A & 4B SECTION 1C, PHASE 1 thru 5
 TOTAL=34.495 ACRES
 A. McMAHAN SURVEY, A-167
 SAMUEL DAVIDSON SURVEY, A-13
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

RME Consulting Engineers

3800 SH No. 6 SOUTH, STE 108G <77845>
 POST OFFICE BOX 9253
 COLLEGE STATION, TEXAS 77842
 EMAIL: civit@rmengr.com
 OFFICE - (979) 764-0704
 FAX - (979) 764-0704
 TEXAS FIRM REGISTRATION No. F-4695

LANDOWNER DESIGNATION
 CREEK MEADOWS PARTNERS, L.P.
 c/o OLDHAM GOODWIN GROUP, LLC
 2800 SOUTH TEXAS AVENUE
 SUITE 401
 BRYAN, TX 77802
 EMAIL: Chris.rhodes@oldhamgoodwin.com
 FILENAME: 0536R22A SCALE: 1"=100'
 SUBMITTED DATE: 6/23/14
 REVISIONS: 7/21/14, 10/22/14, 10/31/14

DRAWN BY: R.A.M. CHECKED BY: KERR
 FIELD BOOK: N/A PAGES: N/A
 RME CONSULTING ENGINEERS
 CLIENT NO. PROJECT NO.
 296 - 0536

CREEK MEADOWS 19.125 AC TRACT

LINE	BEARING	DISTANCE
L1	S 48°24'27" E	8.13'
L2	N 48°25'50" W	163.42'
L3	S 41°57'04" W	300.21'
L4	S 48°02'56" E	136.20'
L5	S 42°55'42" W	193.52'
L6	N 47°04'18" W	139.89'
L7	S 42°55'42" W	44.56'
L8	N 47°04'18" W	34.11'

15.370 AC

L1	S 46°51'32" E	12.50'
L2	N 43°08'28" E	5.00'
L3	S 48°51'32" E	20.12'
L4	S 31°03'21" E	24.20'
L5	S 47°34'23" W	11.85'
L6	S 42°55'37" E	50.00'
L7	S 35°05'13" E	38.10'
L8	N 25°26'18" E	4.60'
L9	S 24°13'42" E	69.83'
L10	S 44°57'24" E	112.00'
L11	S 46°48'34" E	58.77'
L12	S 40°58'17" W	161.63'
L13	S 43°14'31" E	8.48'
L14	S 49°58'17" W	25.54'
L15	S 85°58'17" W	51.21'
L16	S 49°53'46" W	64.23'

CREEK MEADOWS 15.370 AC

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1434.19'	284.59'	112.00°	S 38°29'44" E	284.17'
C2	258.00'	51.97'	102.10°	S 39°29'52" E	51.95'

14.100
 11.12.14
 4.30
 SS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM M-2 HEAVY INDUSTRIAL AND GS GENERAL SUBURBAN TO PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 36.86 ACRES BEING 36.86 ACRES IN THE CRAWFORD BURNETT LEAGUE, A-7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING THE SAME CALLED 14.58 ACRE TRACT OF LAND CONVEYED TO CHEROKEE LIMITED, RECORDED IN VOLUME 323, PAGE 735, AND THE CALLED 7.76 ACRE TRACT CONVEYED TO NAVAJO LTD.; AS RECORDED IN VOL. 337, PAGE 500, OF THE BRAZOS COUNTY DEED RECORDS AND THE TWO TRACTS CONVEYED TO PALOMARES CONSTRUCTION CO. CALLED 12.58 ACRES, TRACT 1, AS RECORDED IN VOL. 2508, PAGE 234, AND ALL OF CALLED 2 ACRES, CALLED TRACT 2, AS RECORDED IN VOL. 2507, PAGE 180, OF THE BRAZOS COUNTY OFFICIAL RECORDS, LOCATED AT 1800 WELLBORN ROAD, AND MORE GENERALLY LOCATED BETWEEN WELLBORN ROAD AND JONES-BUTLER ROAD, NORTH OF HARVEY MITCHELL PARKWAY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and described on 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 if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 18th day of December, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

ORDINANCE NO. _____

Page 2

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District, as described in EXHIBIT "B," and as graphically depicted in EXHIBIT "C" and EXHIBIT "D":

**METES AND BOUNDS DESCRIPTION
36.86 ACRES
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Being a tract of land containing 36.86 acres, in the Crawford Burnett League, A-7, College Station, Brazos County, Texas, and being the same called 14.58 acre tract of land conveyed to Cherokee Limited, recorded in Volume 323, Page 735, and the called 7.76 acre tract conveyed to Navajo Ltd., as recorded in Vol. 337, Page 500, of the Brazos County Deed Records (B.C.D.R.), and the two tracts conveyed to Palomares Construction Co. called 12.58 acres, Tract 1, as recorded in Vol. 2508, Page 234, and all of called 2 acres, called Tract 2, as recorded in Vol. 2507, Page 180, of the Brazos County Official Records (B.C.O.R.) All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83 (CORS96), and boundary referenced to said previous deed calls, as surveyed on the ground on August 6, 2013. This description is also referred to the plat prepared by ATM Surveying, Project No. 2013-0303, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found with an orange plastic cap marked "H.P. MAYO RPLS 5045" for the northwest corner of this tract, a point in the International and Great Northern Railroad Co. tract, a 170' Right-of-Way, recorded in Volume 24, Page 336, of the Brazos County Deed Records (B.C.D.R.), a corner of the H. & T.C. Railroad 6.9 acre tract, as recorded in Volume 67, Page 220, of the Brazos County Deed Records (B.C.D.R.);

THENCE along the common line of this tract and the south and southwest line of the said H. & T.C. Railroad 6.9 acre tract, the following calls:

North 59°08'35" East, a distance of 362.30 feet to a point not set in heavy brush;

North 67°12'35" East, a distance of 160.00 feet to a point not set in heavy brush;

North 85°22'35" East, a distance of 156.00 feet to a point not set in heavy brush;

South 70°52'25" East, a distance of 152.00 feet to a point not set in heavy brush;

South 53°30'31" East, a distance of 137.63 feet to a set 1/2" iron rod with maroon plastic cap marked "RPLS 6132-ATM SURV" for a bend in this tract, also being a point on the 100' wide southwest right-of-way line of the Southern Pacific Railroad;

THENCE South 29°39'25" East, a distance of 433.70 feet along the common line between this tract and said Southern Pacific Railroad to the base of a bent 3/8" iron rod found for the west corner of said called 14.58 acre tract, also being the north corner of said 12.58 acre tract, from which the top of said 3/8" iron rod bears North 45°00'00" West, a distance of 0.11 feet;

THENCE South 29°33'48" East, a distance of 708.95 feet along the common line between this tract and said Southern Pacific Railroad to a 1/2" iron rod found for the east corner of said 12.58 acre tract, also being a north corner of said called 7.76 acre tract;

THENCE South 29°53'21" East, a distance of 572.62 feet along the common line of this tract and the said Southern Pacific Railroad tract to a 1/2" iron rod with maroon plastic cap marked "RPLS 6132-ATM SURV" set for the southeast corner of this tract, also being on the north Right-of-Way of Harvey Mitchell Parkway;

THENCE South 85°29'25" West, a distance of 335.35 feet along the north Right-of-Way line of Harvey Mitchell Parkway to the center of a found TXDOT Type II concrete monument for a bend in this tract;

THENCE North 88°25'57" West, a distance of 828.50 feet continuing along the north Right-of-Way line of Harvey Mitchell Parkway to a 1/2" iron rod set with a maroon plastic cap marked "RPLS 6132-ATM SURV" for the southwest corner of this tract, also being a point in the Brazos County 170' Right-of-Way as recorded in Volume 272, Page 425, of the Brazos County Deed Records (B.C.D.R.), from which a found 1/2" iron rod with an orange plastic cap marked "H.P. MAYO RPLS 5045" for the southeast Right-of-Way corner of Jones-Butler Road, a 90' Right-of-Way, bears South 42°56'45" West, a distance of 5.23 feet, also a 1/2" iron rod with red plastic cap marked "SM KLING-RPLS 2003" found for reference at the southeast corner of the aforementioned Brazos County 170' Right-of-Way line, bears South 87°35'05" East, a distance of 43.80 feet;

THENCE North 22°03'20" West, a distance of 672.80 feet along the west line of this tract, which also severs the aforementioned Brazos County 170' Right-of-Way, to a 1/4" tack nail set in the top of a 6" round fencepost found at the location of a previously called for and found 3/4" iron rod for the northwest corner of this tract, the south corner of the said called 14.58 acre tract, the west corner of said called 12.58 acre tract, and being a point in the Brazos County 1.17 acre tract, as recorded in Volume 272, Page 425;

THENCE North 22°13'13" West, a distance of 800.89 feet (called North 18°45'00" West, a distance of 800.00 feet) severing the said Brazos County 1.17 acre tract and the said International and Great Northern Railroad Co. tract to the **PLACE OF BEGINNING** and containing 36.86 acres of land.


Adam Wallace
Texas Registered Professional Land Surveyor No. 6132
14-0509-total.doc
August 6, 2013

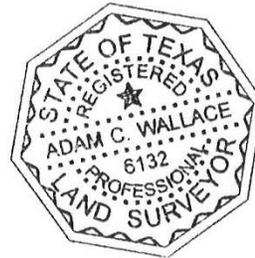


EXHIBIT “B”

General: The PDD Planned Development District zoning uses a base zoning district of R-4 Multi-family. Approximately eight acres of the development is intended to remain as natural open space, both as a site amenity and for the natural conveyance of flood water (ie: “flood prone” areas). The development is intended to provide student housing in close proximity to the Texas A&M University campus. The PDD includes a variety of unit types and bedroom counts. Meritorious modifications are included below. All other standards of the R-4 district shall be met with development.

Density: Based on the Traffic Impact Analysis, the project is capped at 850 bedrooms.

Range of future building heights: units will have a maximum building height of 45 feet and the clubhouse will be a maximum of 55 feet.

Drainage: The drainage from the project will enter the two existing ponds on the property and be detained before leaving the property boundary. Modifications to the ponds are proposed to allow them to act as detention. The applicant is requesting to reclaim a portion of the “flood prone” area. This portion of the property shown as “flood prone” is located in a Zone X area on the FEMA FIRM map panel 48041C0305F.

Meritorious Modifications

The following modifications are proposed through this rezoning request:

Block Length: City Block Length requirements do not have to be met with the platting and development of the property.

Block Perimeter: City Block Perimeter requirements do not have to be met with the platting and development of the property.

Unit Types: Single detached units, duplex units, and multi-family structures may be developed together on a single multi-family lot.

More than Four Unrelated: The development includes a variety of bedroom counts within its units, ranging from two to six bedrooms, with an average of 4.25 bedrooms per dwelling unit. Up to six unrelated individuals are permitted to reside within a unit in this development. Each room will be provided with a bathroom facility and the shared facilities for the (up to) six unrelated individuals would include living areas and kitchen facilities. Maximum bedroom count on the property is 850.

- **Parkland Dedication** – the applicant proposed to pay additional parkland dedication fees based on the increased beds per dwelling unit. Since the standard zoning and parkland dedication would allow up to four unrelated

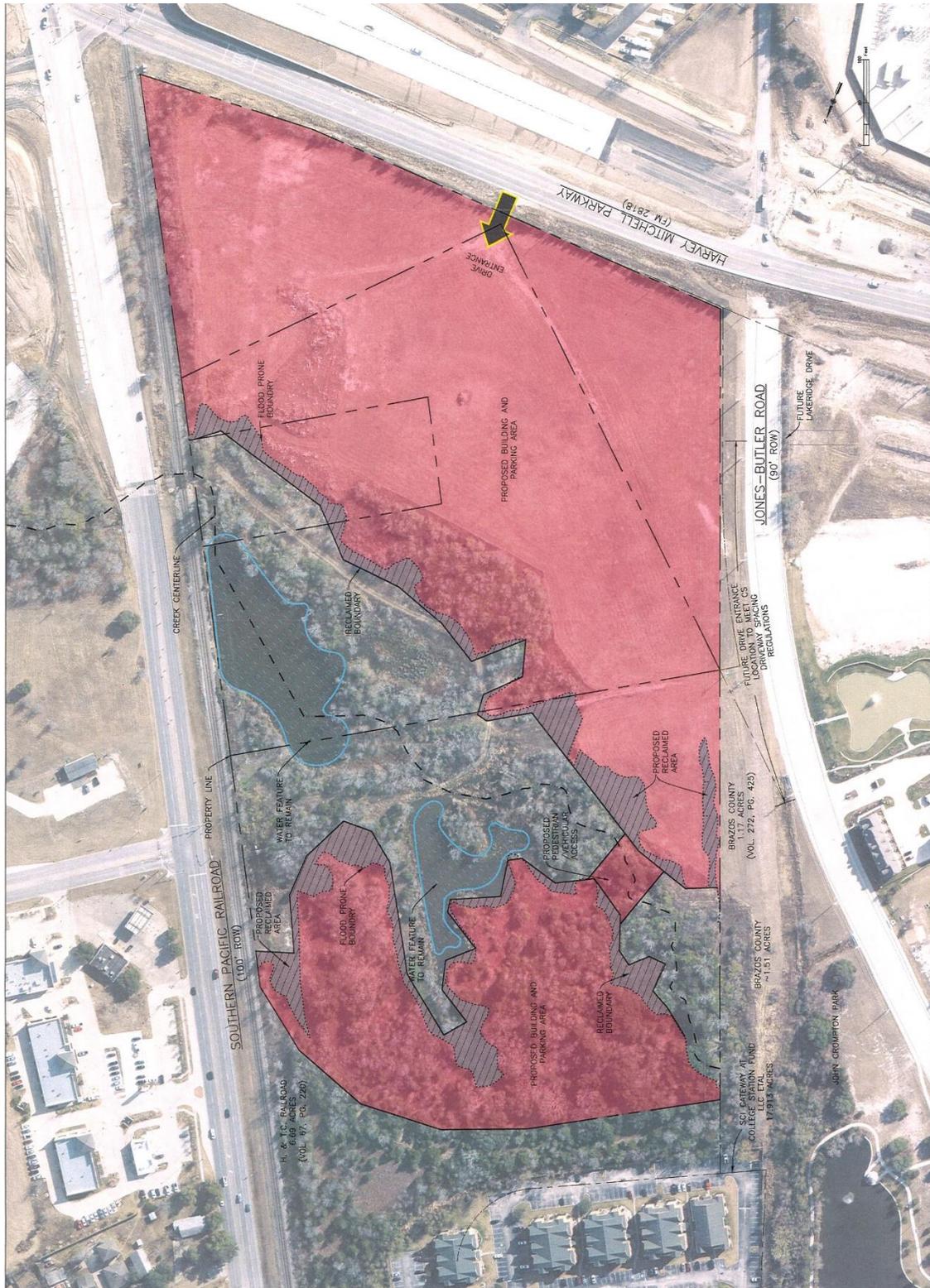
individuals per unit and the PDD permits an average of 4.25 beds per unit, the applicant has proposed to pay a prorated parkland fee based on the additional 0.25 persons per dwelling unit proposed with the zoning.

Building Separation: Minimum 10-foot building separation between structures to allow for flexibility to create shared green spaces within the development.

Additional conditions:

- Bus shelter on Jones-Butler Road shall be provided.
- Impacts of any floodplain alterations shall be contained within the subject property.
- Number of residents shall not exceed the number of bedrooms, per unit.

EXHIBIT "C"



December 18, 2014
Regular Agenda
BCS Jones Butler Rezoning

To: Kelly Templin, City Manager

From: Lance Simms, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District for approximately 36.86 acres being 36.86 acres in the Crawford Burnett League, A-7, College Station, Brazos County, Texas, and being the same called 14.58 acre tract of land conveyed to Cherokee Limited, recorded in Volume 323, Page 735, and the called 7.76 acre tract conveyed to Navajo Ltd.; as recorded in Vol. 337, Page 500, of the Brazos County Deed Records and the two tracts conveyed to Palomares Construction Co. called 12.58 acres, Tract 1, as recorded in Vol. 2508, Page 234, and all of called 2 acres, called Tract 2, as recorded in Vol. 2507, Page 180, of the Brazos County Official Records, located at 1800 Wellborn Road, and more generally located between Wellborn Road and Jones-Butler Road, north of Harvey Mitchell Parkway

Relationship to Strategic Goals: Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item at their December 4, 2014 meeting and unanimously recommended approval with the following conditions:

- Impacts of any floodplain alterations be contained within the subject property
- Maximum density of 850 bedrooms permitted with this project
- Number of residents should not exceed the number of bedrooms in the project

Staff also recommends approval with the stated conditions.

The Parks and Recreation Board considered this item at their December 9, 2014 Parks and Recreation Board Meeting. The Board's recommendation will be presented during the presentation of this item.

Summary: This request is to rezone the property from M-2 Heavy Industrial and GS General Suburban to PDD Planned Development District for a multi-family residential development with modifications to development standards, as outlined below. 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 Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map.

The Urban designation is described as a very intense level of development activities, consisting of townhomes, duplexes and high-density apartments.

Natural Areas Reserved is described as being for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains and riparian buffers, as well as recreation facilities.

The proposed PDD zoning includes multi-family housing and generally preserves flood-prone areas. At the time of site development, further drainage analysis will identify the limits of the 100-year floodplain and the impacts of reclaiming portions of the "flood prone" areas. The request is in compliance with the City's Future Land Use & Character Map.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is currently zoned GS General Suburban and M-2 Heavy Industrial, neither district is compatible with the multi-family housing that has been developed around the subject property. The proposed PDD for multi-family housing is consistent with the character and development of the surrounding properties.
- 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 PDD zoning permits multi-family housing, as anticipated by the City's Comprehensive Plan Future Land Use and Character Map. The subject property is surrounded by multi-family development and is in close proximity to Texas A&M University. Approximately 10 acres is depicted on the Concept Plan as "flood prone" and is largely proposed to remain undeveloped. Approximately two acres along the fringes of the "flood-prone" area is proposed to be reclaimed for development. At the time of site development, further drainage analysis will identify the limits of the 100-year floodplain and the impacts of reclaiming portions of the "flood prone" areas.
- 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:** The property is currently zoned M-2 Heavy Industrial and GS General Suburban. Properties located to the west of the railroad track in this area have been zoned and /or developed for industrial uses since the 1950s. Because of its proximity to Texas A&M University and the growth of A&M, the area has become desirable for multi-family student housing. The surrounding multi-family development and City park make this property undesirable for heavy industrial development. Single-family is also not a desirable development type in this area, surrounded by existing multi-family housing, a railroad, and major roadways.
- 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 applicant indicates that the property is not marketable for heavy industrial uses nor single-family uses. The uses surrounding this property are primarily multi-family student housing.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 8- and 18-inch waterlines along Jones-Butler Road and crossing the property which are available to serve the tract. There are also 16- and 18-inch sanitary sewer lines bisecting the property. There is currently capacity in the existing sanitary sewer system to support the proposed development. Detention is required in this area, where stormwater from the site generally discharges to the east within the Bee Creek Drainage Basin. With site development, further drainage analysis will identify the limits of the 100-year floodplain and the impacts of reclaiming portions of the "flood prone" areas. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

A Traffic Impact analysis was performed for the development. In order to mitigate the traffic impacts of the development, Holleman Drive West at Jones-Butler Road will need

to be widened and restriped to provide left turn lanes on the westbound and eastbound approaches. The City is in the process of converting that intersection to a four-way stop. The applicant is also proposing to limit the number of bedrooms in the development to 850 in order to avoid additional impacts to the surrounding roadways.

SUMMARY OF CONCEPT PLAN

The proposed PDD Planned Development District zoning uses a base zoning district of R-4 Multi-family. Approximately eight acres of the development is intended to remain as natural open space, both as a site amenity and for the natural conveyance of flood water (ie: flood prone areas). The development is intended to provide student housing in close proximity to the Texas A&M University campus. The PDD includes a variety of unit types and bedroom counts. Meritorious modifications are included below. All other standards of the R-4 district would be met with development.

Density: Based on the Traffic Impact Analysis, the project is proposed to have a maximum of 850 bedrooms.

Range of future building heights: units will have a maximum building height of 45 feet and the clubhouse will be a maximum of 55 feet.

Drainage: The drainage from the project will enter the two existing ponds on the property and be detained before leaving the property boundary. Modifications to the ponds are proposed to allow them to act as detention. The applicant is requesting to reclaim a portion of the "flood prone" area. This portion of the property shown as "flood prone" is located in a Zone X area on the FEMA FIRM map panel 48041C0305F.

Meritorious Modifications

The following modifications are proposed through this rezoning request:

Block Length: The applicant requests a block length waiver for the property. The subdivision regulations require that blocks be no longer than 660 feet in areas designated as Urban on the City's Future Land Use and Character Map. Based on this standard, a street or public way would be required along Harvey Mitchell Parkway and Jones-Butler Road. The applicant indicates that a significant amount of the property is "flood-prone" and the remainder of the area is already built out so that a street to break block length would only serve to connect Harvey Mitchell Parkway and Jones-Butler Road through this multi-family development.

Block Perimeter: The applicant requests a block perimeter waiver for the property. The Unified Development Ordinance allows for a maximum 2,000 foot block perimeter in Urban areas. The Block Perimeter is the outside edge of a block, being the total of the blockfaces for each block. The subject property is the last to develop in the area where the block pattern is established. The property is bound by railroad right-of-way on two sides and is divided by a significant "flood-prone" area.

Unit Types: The applicant requests to utilize single detached units, duplex units, and multi-family structures together on a single multi-family tract. R-4 Multi-Family does not permit single-unit structures and duplexes to be built as a part of a multi-family complex. The proposed MF Multi-family zoning district does permit these unit types as a part of a multi-family development, however this district is not yet available.

More than Four Unrelated: In addition, the proposal includes a variety of bedroom counts within its units, ranging from two to six bedrooms, with an average of 4.25 bedrooms per dwelling unit. The number of bedrooms in each unit is not regulated by the Unified Development Ordinance, however it may have an effect on the number of unrelated residents that reside together in the units. The applicant states that units with increased bedroom counts allow for a more affordable product for students and is a new trend in multi-family housing in many college towns. The applicant believes that the increased bed count (and ultimately persons per unit) is appropriate based on the property's close proximity to Texas A&M University. The Comprehensive Plan seeks to locate multi-family student housing in Urban areas close to campus.

The applicant requests that up to six unrelated individuals be permitted to reside within a unit in this development as it is not in close proximity to single-family residential property. The applicant has stated that each room will be provided with a bathroom facility and that the shared facilities for the (up to) six unrelated individuals would include living areas and kitchen facilities. The proposal includes an average of 4.25 bedrooms per unit with a maximum bedroom count on the property of 850.

There are several standards in the Unified Development Ordinance that are determined based on dwelling unit counts instead of bedroom counts.

- **Sanitation** (number of required dumpsters)– the applicant is providing compactors onsite alleviating the need for dumpsters based on a per unit count.
- **Traffic** – the applicant has modified the traffic impact analysis based on bedrooms.
- **Parkland Dedication** – the applicant has proposed to pay additional parkland dedication fees based on the increased beds per dwelling unit. Since the standard zoning and parkland dedication would allow up to four unrelated individuals per unit and the proposed PDD would permit an average of 4.25 beds per unit, the applicant has proposed to pay a prorated parkland fee based on the additional 0.25 persons per dwelling unit proposed with the zoning.

Building Separation: The applicant requests a minimum 10-foot building separation between structures. The Unified Development Ordinance requires a minimum of 15 feet. The applicant has stated that the reduced separation will allow for flexibility to create shared green spaces within the development.

Community Benefits and Additional Enhancements

The applicant offers the following as community benefits and/or project enhancements: the proposal is an innovative design concept that does not "fit" into an existing zoning district. Students are showing that they desire living in a more diverse built environment. In addition, increased bedrooms per unit can provide more affordable student housing. The proposed development will have a mix of unit types, styles and sizes with centralized green spaces including the large green spaces shown as "flood prone" on the Concept Plan. The proposal also includes a bus shelter on Jones-Butler Road.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial and Small Area Map
3. Concept Plan and Rezoning Map
4. Ordinance



Legislation Details (With Text)

File #:	14-892	Version:	1	Name:	Multi-Family & Mixed-Use Zoning Districts
Type:	Unified Development Ordinance	Status:			Agenda Ready
File created:	12/3/2014	In control:			City Council Regular
On agenda:	12/18/2014	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," related to the creation and amendment of multi-family residential and mixed-use zoning districts.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	MF Multi-Family Concepts MU Mixed Use Concepts Redlined UDO Changes New Zone Dist MF MU 12-8-14.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," related to the creation and amendment of multi-family residential and mixed-use zoning districts.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s):

The Planning and Zoning Commission considered this item at their December 4, 2014 meeting. Their recommendation will be presented at the City Council's meeting.

Summary:

Staff has worked with a sub-committee of the Planning and Zoning Commission to develop the concepts and language for the proposed "MF Multi-Family" and "MU Mixed-Use" districts based on direction in the Comprehensive Plan and input from stakeholder groups. The City's existing multi-family districts, "R-4 Multi-Family" and "R-6 High Density Multi-Family," are proposed to be "retired" with the amendment. Retired districts remain active for those properties with the zoning designations, but may not be requested to be applied to other properties in the future. The districts to be created and retired through this process include:

New Zoning Districts - Proposed

"MF Multi-Family"

"MU Mixed-Use"

Retired Zoning Districts - Proposed

"R-4 Multi-Family"

"R-6 High-Density Multi-Family"

Staff engaged stakeholders in two separate meetings - one on December 13, 2013 and a second one on January 31, 2014. The purpose of the meetings was to discuss concepts related to the creation of the new zoning districts based on direction in the Comprehensive Plan. Information gathered during the stakeholder meetings was reviewed by the Planning & Zoning Commission Sub-committee and was used in the creation of the ordinance language. Once specific ordinance language was developed, stakeholders were again asked to provide comments. The draft zoning district language was also placed online for a two-week public review period.

Budget & Financial Summary:

N/A

Attachments:

1. Zoning District Summary Sheets
2. Redlined Applicable UDO Sections
3. Ordinance

MF Multi-Family Concepts

Purpose Statement

This district is generally for areas that will have an intense level of development. These areas are intended to be flexible, allowing for single-unit and two-unit structures, high-density apartments, and the option for mixed-use development.

1. Non-Residential uses permitted as a maximum of 50% of the area incorporated within the same building footprint. (NRA applies to the commercial portion)

Comprehensive Plan

This zoning is appropriate in areas designated Urban in the Comprehensive Plan.

Intent

The intent of the MF district is that it replaces the existing R-4 and R-6 districts as our new multi-family district, with additional opportunities, such as varied housing types and the potential for mixed-uses, if desired by the property owner/developer. There is one primary difference that would be required with a MF Multi-Family development compared to the current R-4 and R-6 multi-family developments.

- A minimum density of 12 du/acre would be required because of the new unit types that would be available for multi-family projects, including duplexes and detached row housing on a common multi-family lot.

R-4 Multi-Family and R-6 High-Density Multi-Family districts will be retired. Existing R-4 and R-6 designated properties will retain these designations and all their rights. R-4 and R-6 will not be available districts for future rezoning.

Permitted Uses

Boarding and Rooming House
Extended Care Facility/Convalescent/ Nursing Home
Dormitory
Single-Unit Structure
Two-Unit Structure
Fraternity/Sorority
Multi-Family
Educational Facility, Primary & Secondary
Government Facilities (P*)
Parks
Places of Worship (P*)
Daycare, Commercial (C)
SOB (P*)
Utility (P*)
WTF – Unregulated

If mixed-use is proposed, the following uses are also permitted:

Educational Facility, Indoor Instruction

Educational Facility, Tutoring
Health Care, Medical Clinics
Animal Care Facility, Indoor
Art Studio/Gallery
Commercial Amusements
Conference/Convention Center
Daycare, Commercial
Dry Cleaners
Health Club/Sports Facility, Indoor
Health Club/Sports Facility, Outdoor
Hotel
Night Club, Bar or Tavern (C)
Offices
Personal Service Shop
Printing/Copy Shop
Radio/TV Station/Studios
Restaurants
Retail Sales and Service
Theater

MF Multi-Family Concepts

Multi-Family Dimensional Standards:

- Minimum Lot Area – None
 - Minimum Lot width – None
 - Minimum Lot Depth – None
 - Minimum Front Setback – 15'
 - Maximum Front Setback - None
 - Minimum Side Setback – 7.5'
 - Minimum Side Street Setback – 15'
 - Minimum Rear Setback – 20'
-

Additional Standards

DENSITY:

- **Maximum Density** – 30 du/acre
- Minimum density based on unit numbers to deal with mix of housing types – single-unit dwellings, two-unit dwellings, etc.
Minimum Density – 12 du/acre. 8 is the maximum in the General Suburban district and 13-15 is around the average density of projects in CS.

HEIGHT:

- No maximum height, except as Section 7.2.H Single-Family Protection applies, and airport height restrictions.

PARKING:

- Allow reduction in required parking for non-residential uses to create a more pedestrian friendly environment

BUFFERING:

- No buffering required within the development
- Multi-family buffer required along perimeter

SIGNS:

- Standard multi-family signage permitted.
- Non-residential uses may utilize similar sign standards to WPC.

MU Mixed-Use Concepts

Purpose Statement

This district is intended for areas that should have the most intense development activities and will consist of residential, commercial, and office uses in vertical mixed-use structures.

Comprehensive Plan

This zoning is appropriate in areas designated Urban Mixed Use or Redevelopment (where stated) in the Comprehensive Plan.

Intent

The intent of the MU Mixed-Use district is to provide a new opportunity allowing for mixed use development with multi-family housing close to the University, while preserving commercial opportunities along the City's major corridors.

Permitted Uses

- Dormitory
- Multi-Family
- Extended Care Facility/Convalescent/ Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Governmental Facilities (P*)
- Health Care, Medical Clinics
- Parks
- Places of Worship (P*)
- Animal care facility - Indoor
- Art studio/Gallery
- Commercial Amusements
- Conference/Convention Center
- Day Care, Commercial
- Dry Cleaners
- Health Club / Sports Facility, Indoor
- Health Club / Sports Facility, Outdoor
- Hotel
- Night club, Bar or Tavern (C) – Night Club permitted, but alcohol sales conditional
- Offices
- Parking as a Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio/TV Station/Studios
- Restaurants
- Retail Sales and Service
- Sexually Oriented Business (SOB) (P*)
- Theater
- Utility (P*)
- Wireless Telecommunication Facilities - Unregulated

MU Mixed-Use Concepts

Urban Mixed Use Dimensional Standards

Minimum Lot Area - None

Minimum Lot Width – None

Minimum Lot Depth – None

Minimum Front Setback – None

Maximum Front Setback – 15' (plazas, outdoor dining, bike parking, etc. can help meet requirement), or 85' if parking located between structure and right-of-way

Minimum Side Setback – None

Minimum Side Street Setback – None

Maximum Side Street Setback– 15' (plazas, outdoor dining, bike parking, etc. can help meet requirement) or 85' if parking located between structure and right-of-way

Minimum Rear Setback – 20'

Maximum Height – None, Section 7.1.H does not apply, airport zoning restricts do apply.

Minimum # Stories – 2

Additional Standards

THE MIX OF USES:

Commercial component: Ground floor 100% non-residential uses along major corridors, such as Texas Avenue, Harvey Road, University Drive, and Earl Rudder Freeway). Minimum depth of 30'.

Residential component: At least 30 percent of the total floor area of each development should be devoted to residential use (may include commercial lodging).

SITE DESIGN:

Sidewalks:

- 10-foot Public sidewalks along all roadways adjacent to or within the development
- Private sidewalks provided within the development to connect public street sidewalks, transit stops, parking areas and other buildings in a design that ensures safe pedestrian use.

Parking:

- Residential (including lodging) – 1 space per bedroom
- Non-Residential – 1 space per 250 gross s.f. (regardless of use – office, retail, restaurant, etc.)
- Parking should primarily be located interior to the building or structure. A small field of parking, no greater than a double parking row and drive aisle along the entire building frontage in width, may be permitted.
- Interior parking islands are not required (end islands still required).
- Bicycle parking required for both residential and commercial

Landscape / Streetscape:

- A minimum number of canopy trees required based on the amount of roadway frontage
- Parking screening, as necessary

BUILDING LOCATION & PLACEMENT:

Floor-to-Area Ratio:

- Ground floor of structures should be a minimum of 25% of the lot area.
- Floor-to-Area Ratio (FAR) should be a minimum of 1. (structured parking, public plazas, outdoor dining areas, and covered areas attached to the structure may be included in the FAR calculation. Covered surface parking will NOT count toward the FAR).

Building Setback:

MU Mixed-Use Concepts

- The entire building façade should be located within 15 feet of such property lines (or 85 feet if parking is located between the façade and the right-of-way), as applicable. Public spaces or outdoor seating areas may be used to meet this requirement. Stoops, balconies, permanent awnings, bay windows, terraces, etc. may help meet this requirement.

BUILDING DESIGN:

Building Design (in lieu of NRA):

- Ground floor in vertical mixed-use buildings should have a minimum floor-to-ceiling height of ten (10) feet (commercial height).
- Architectural features, materials, and articulation of the front façade should be continued on all sides that are visible from any roadway adjacent to or within the development.
- Public entrances to the structure should be required on all facades facing a right-of-way (no more than two facades required).
- Transparency requirements for commercial and multi-family floors (ie: windows).
- Recessed entries or canopies provided over entries.
- The roof line of structures and the setback of structures should vary.
- Minimum commercial interior depth of thirty feet (30')

Signs:

- Attached signs permitted
- Free-standing and monument signs are not permitted.
- Projection signs permitted (WPC limitations)
- Hanging signs located under permanent awnings— one per lease space

Chapter 12 UNIFIED DEVELOPMENT ORDINANCE

Chapter 12 UNIFIED DEVELOPMENT ORDINANCE

Article 1. - General Provisions

Article 2. - Development Review Bodies

Article 3. - Development Review Procedures

Article 4. - Zoning Districts

Article 5. - District Purpose Statements and Supplemental Standards

Article 6. - Use Regulations

Article 7. - General Development Standards

Article 8. - Subdivision Design and Improvements

Article 9. - Nonconformities

Article 10. - Enforcement

Article 11. - Definitions

Article 1. General Provisions

Article 1. General Provisions

Sec. 12-1.10. Transitional Provisions.

B. Zoning Districts.

4. Retired Districts.

The following districts are no longer eligible for Zoning Map Amendment requests. Properties with the following designations at the time of this amendment retain all uses, regulations, and requirements associated with these districts.

Retired District	Name	Effective Date
R-1B	Single-Family Residential	September 22, 2013
<u>R-4</u>	<u>Multi-Family</u>	XXXXXXXXXXXXXX
<u>R-6</u>	<u>High Density Multi-Family</u>	XXXXXXXXXXXXXX
C-3	Light Commercial	October 7, 2012
R&D	Research & Development	October 7, 2012
M-1	Light Industrial	October 7, 2012
M-2	Heavy Industrial	October 7, 2012

Commented [YUN1]: Fill in effective date once known

Commented [YUN2]: Fill in effective date once known

5. New Districts.

The following districts are hereby created and added to those in effect at the time of this amendment of the UDO.

<u>New District</u>	<u>Name</u>	<u>Effective Date</u>
<u>MF</u>	<u>Multi-Family</u>	XXXXXXXXXXXXXX

Commented [YUN3]: Fill in effective date

Article 1. General Provisions

<u>MU</u>	<u>Mixed-Use</u>	<u>XXXXXXXXXXXXXX</u>
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Commented [YUN4]: Fill in effective date

Article 4. Zoning Districts

Article 4. Zoning Districts

Sec. 12-4.1. Establishment of Districts.

Residential Zoning Districts	
R	Rural
E	Estate
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhouse
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Park
Non-Residential Zoning Districts	
NAP	Natural Areas Protected
O	Office
SC	Suburban Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial

Article 4. Zoning Districts

CU	College and University	
Planned Districts		
P-MUD	Planned Mixed-Use District	
PDD	Planned Development District	
Design Districts		
WPC	Wolf Pen Creek Development Corridor	
Northgate	NG-1	Core Northgate
	NG-2	Transitional Northgate
	NG-3	Residential Northgate
Overlay Districts		
OV	Corridor Overlay	
RDD	Redevelopment District	
KO	Krenek Tap Overlay	
NPO	Neighborhood Prevailing Overlay	
NCO	Neighborhood Conservation Overlay	
HP	Historic Preservation Overlay	
Retired Districts		
R-1B	Single-Family Residential	
<u>R-4</u>	<u>Multi-Family</u>	
<u>R-6</u>	<u>High Density Multi-Family</u>	

Article 4. Zoning Districts

C-3	Light Commercial
R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial

Article 11. Definitions

Article 5. District Purpose Statements and Supplemental Standards

Sec. 12-5.1. Residential Zoning Districts.

G. **Multi-Family (MF).** The MF district is designed for areas having intense development. MF is flexible and allows for attached and detached single-unit dwellings, two-unit dwellings, multi-family buildings and optional mixed-use development.

1. **Supplemental Standards for MF:** Non-residential uses are permitted up to a maximum of 50 percent of the total floor area if incorporated into the residential structure.

H. **Mixed-Use (MU).** The MU is designed for areas having the most intense level of development. MU area consist of residential, commercial and office uses in mixed-use structures.

1. **Supplemental Standards for MU:**

a. Non-residential uses with a minimum depth of 30-feet are required on the ground floor, if adjacent to Texas Avenue, Harvey Road, University Drive or Earl Rudder Freeway.

b. A minimum of 30 percent of the total floor area of each development shall be devoted to residential uses. Hotels may be considered a residential use to meet this requirement.

c. The Floor Area Ratio (FAR) in this district shall be a minimum of 1:1. Structured parking, public plazas, outdoor dining areas, and covered areas attached to the structure may be included in the FAR calculation. Surface parking, even if covered, will not count toward the required FAR.

d. The ground floor of structures shall be a minimum of 25 percent of the lot area.

Sec. 12-5.2. Residential Dimensional Standards.

The following table establishes dimensional standards that shall be applied within the Residential Zoning Districts, unless otherwise identified in this UDO.

Residential Zoning Districts										
	R	E(N)	RS(J)	GS(J)	T	D	MHP	MF	MU	Accesso ry Structur es
Non-Clustered Residential Zoning Districts										
Average Lot Area per Dwelling Unit (DU)	3 acres	1 Acre	10,000 SF	5,000 SF	2,000 SF	3,500 SF	(L)	None	None	Refer to Section 12-6.5, Accesso

Article 11. Definitions

Absolute Min. Lot Area per Dwelling Unit (DU)	2 Acres	1 Acre	6,500 SF	5,000 SF	2,000 SF	3,500 SF		None	None	ry Uses(L)
Min. Lot Width	None	100'(L)	70'	50'	None	35'/DU(E)		None	None	
Min. Lot Depth	None	None	None	100'	None	100'		None	None	
Min. Front Setback(H)	50'	30'	25'	25'(D)	25'(D)	25'(D)		15'	None	
Max. Front Setback	N/A	N/A	N/A	N/A	N/A	N/A		N/A	15' (O)	
Min. Side Setback	20'	10'	7.5'	7.5'	(A)	7.5'(C)		(A)(B)	None	
Min. Side Street Setback	15'	15'	15'	15'	15'	15'		15'	None	
Max. Side Street Setback	N/A	N/A	N/A	N/A	N/A	N/A		N/A	15' (O)	
Min. Side Setback between Structures(B)	N/A	15'	15'	15'	7.5'	15'		7.5'	None	
Min. Rear Setback(L)	50'	20'	20'	20'	20'	20'(F)		20'	20'	
Max. Height	35'(G)(K)(L)	35'(G)(K)(L)	35'(G)(K)(L)	2.5 Stories/35'(G)(K)(L)	35'(G)(K)(L)	2.5 Stories/35'(G)(K)(L)		(G)(L)	(G)(L)	
Minimum Number of Stories	N/A	N/A	N/A	N/A	N/A	N/A		N/A	2 Stories	
Max. Dwelling Units/Acre (Subdivision Gross)	0.33	1.0	4.00	8.0	14.0	12.0	10.0	30.0	N/A	N/A

Article 11. Definitions

<u>Min. Dwelling Units/Acre</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>12</u>	<u>N/A</u>	
Clustered Residential Zoning Districts										
Average Lot Area per Dwelling Unit (DU)	N/A	20,000 SF Average	8,000 SF Average	3,750 SF	N/A	N/A	N/A	N/A	N/A	N/A
Absolute Min. Lot Area per Dwelling Unit (DU)		10,000 SF	6,500 SF	3,750 SF						
Min. Lot Width		100'(M)	None	None						
Min. Lot Depth		None	None	None						
Min. Front Setback(H)		Refer to Section 12.8.3.H.4, Cluster Development, Specific District Standards								
Min. Side Setback										
Min. Street Side Setback										
Min. Side Setback between Structures(B)										
Min. Rear Setback(L)										
Max. Height		35'(G)(K)	35'(G)(K)	2.5 Stories/ 35'(G)(K)						
Max. Dwelling Units/Acre (Subdivision Gross)		1.0	4.00	8.0						

Notes:

Article 11. Definitions

- (A) A minimum side setback of seven and one-half (7.5) feet is required for each building or group of contiguous buildings.
 - (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
 - (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within fifteen (15) feet of another primary structure. See Chapter 12, Article 8, Subdivision Design and Improvements, for more information.
 - (D) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.
 - (E) The minimum lot width for a duplex dwelling may be reduced to thirty (30) feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
 - (F) Minimum rear setback may be reduced to fifteen (15) feet when parking is provided in the front yard or side yard.
 - (G) Shall abide by Section 12-7.2.H, Height.
 - (H) Reference Section 12-7.1.D.1.e for lots created by plat prior to July 15, 1970 and designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map.
 - (I) Reference Section 12-7.2.D.1.b for lots with approved rear access.
 - (J) For areas within a Single-Family Overlay District, reference the Neighborhood Prevailing Standards Overlay Districts Section in Article 5 or the Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.
 - (K) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts.
 - (L) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.
 - (M) In subdivisions built to rural street standards, lots shall be a minimum of one hundred (100) feet in width. There is no minimum lot width in cluster subdivisions built to urban street standards.
 - (N) Estate lots that are part of a subdivision existing on or before September 12, 2013 are not permitted to use Cluster Development Standards without rezoning approval, which incorporates the entire subdivision.
 - (O)** [MU zoned properties must use maximum side street and front setbacks may be measured from the edge of a public easement when it is in excess of the maximum setback. Maximum setbacks may be increased to up to eighty-five \(85\) feet to accommodate a parking lot between the structure and the street. Maximum setback requirements may be fulfilled through the use of plazas, outdoor dining, and bicycle parking.](#)
- (Ord. No. 2012-3449, Pt. 1(Exh. M), 9-27-2012; Ord. No. 2012-3458, Pt. 1(Exh. A), 11-8-2012; Ord. No. 2013-3471, Pt. 1(Exh. B), 1-10-2013; Ord. No. 2013-3521, Pt. 1(Exh. E), 9-12-2013)

Sec. 12-5.5. Retired Districts.

- B. **[Multi-Family \(R-4\).](#)**
[This district provides land for development of apartment and condominium units at low to medium densities. This district may serve as a transitional zone between lower density residential areas and other residential or non-residential areas.](#)

[The following supplemental standards shall apply to this district:](#)

Article 11. Definitions

1. Duplex dwelling units shall conform to D Duplex standards.
2. Townhouse dwelling units shall conform to T Townhouse standards.

C. High Density Multi-Family (R-6).

This district contains land used for a variety of housing types, but primarily multiple family dwellings. This district is designed to provide the highest density in the community for developments in close proximity to the University.

The following supplemental standards shall apply to this district:

1. Duplex dwelling units shall conform to D Duplex standards.
2. Townhouse dwelling units shall conform to T Townhouse standards.

Re-number B. –E. to D. – G in this section.

Sec. 12-5.6. Retired Dimensional Standards.

A. Retired Residential Zoning Districts.

The following table establishes dimensional standards that shall be applied within the Retired Residential Zoning Districts, unless otherwise identified in this UDO:

	Retired Residential Zoning Districts		
	R-1B	R-4	R-6
Min. Lot Area per Dwelling Unit (DU)	8,000 SF	None	None
Min. Lot Width	None	None	None
Min Lot Depth	None	None	None
Min. Front Setback (H)	25'(D)	25'(D)	25'(D)
Min. Side Setback	7.5' (C)	(A)(B)	(A)(B)
Min. Side Street Setback	15'	15'	15'
Min. Side Setback between Structures (B)	15'	7.5'	7.5'
Min. Rear Setback (I)	20'	20'	20'
Max. Height	2.5 Stories/35'(G)(K)(L)	(G)(L)	(G)(L)

Article 11. Definitions

Max. Dwelling Units/Acre	6.0	<u>20.0</u>	<u>30.0</u>
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Notes:

- (A) A minimum side setback of seven and one-half (7.5) feet is required for each building or group of contiguous buildings.
- (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
- (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within fifteen (15) feet of another primary structure. See Chapter 12, Article 8, Subdivision Design and Improvements, for more information.
- (D) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.
- (E) The minimum lot width for a duplex dwelling may be reduced to thirty (30) feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
- (F) Minimum rear setback may be reduced to fifteen (15) feet when parking is provided in the front yard or side yard.
- (G) Shall abide by Section 12-7.2.H, Height.
- (H) Reference Section 12-7.1.D.1.e for lots created by plat prior to July 15, 1970 and designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map.
- (I) Reference Section 12-7.2.D.1.b for lots with approved rear access.
- (J) Reference Section 12-5.12 for areas in Neighborhood Prevailing Standards Overlay Districts and reference Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.
- (K) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts.
- (L) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.

Article 6. Use Regulations

Sec. 12-6.3. Types of Use.

C. Use Table.

USE TABLE	Residential Districts	Non-Residential Districts		Retired Districts	Design Districts
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Article 11. Definitions

Specific Uses	R	F	RS	GS	T**	D**	MF**	MU**	MHP**	P-MID**	O	SC	GC	CI	BP	RPI	CU	NAP	R-1R	R-4**	R-6**	C**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**	
KEY: P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)																														
RESIDENTIAL																														
Boarding and Rooming House							P			P											P	P								P
Extended Care Facility/Convalescent/Nursing Home							P	P		P			P	P							P	P				P				
Dormitory							P	P		P											P	P					P	P	P	
Duplex						P				P											P	P								
Fraternity/Sorority							P														P	P				P	P	P		
Manufactured Home	P*	P*								P*																				
Mixed-Use Structure							P	P		P																P	P	P	P	
Multi-Family							P	P		P											P	P				C ₁	P	P	P	
Multi-Family built prior to January 2002							P	P													P	P				P	P	P	P	
Single-Family Detached	P	P	P	P	P	P				P										P										
Single-Unit Dwelling							P																							
Townhouse					P		P			P											P	P								P
Two-Unit Dwelling							P																							
PUBLIC, CIVIC AND INSTITUTIONAL																														
Educational Facility, College and University																														P

Article 11. Definitions

Article 7. General Development Standards

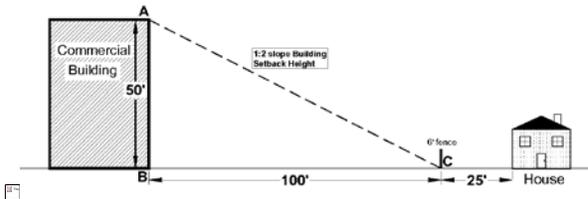
The following general development standards shall apply to all zoning districts, except where expressly stated to apply to, or exclude, specific districts.

Sec. 12-7.2. General Provisions.

H. Height.

2. Single-Family Protection.

- a. With the exception of NG, RDD, and P-MUD districts, no multi-family or non-residential structure shall be located nearer to any property line adjacent to a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below. [Structures developed in MU shall meet this standard at the periphery of the district when adjacent to single-family use or townhome development.](#)



- b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.
- c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.
- d. Unless otherwise stated in this UDO, the height limitations herein shall not apply to any of the following:
 - 1. Utility structures such as elevated water storage tanks and electrical transmission lines;
 - 2. Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than thirty-three (33) percent of the area of the roof; or
 - 3. Residential radio/television receiving antennas.

Sec. 12-7.3. Off-Street Parking Standards.

E. Interior Islands.

- 1. All interior islands shall be evenly distributed throughout the interior of the parking area.
- 2. For every fifteen (15) interior parking spaces, one hundred eighty (180) square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than one hundred eighty (180) square feet. Interior islands may have

Article 11. Definitions

sidewalks through them. [Interior islands are not required for mixed-use developments meeting the standards of the MU Mixed-Use district.](#)

3. End island areas that exceed the minimum required may be counted toward the interior parking island requirement.
4. All interior islands must be raised at least six (6) inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized and shall be contiguous with the soil at the natural grade.

I. **Number of Off-Street Parking Spaces Required.**

~~5. In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately. This includes the parking requirements for uses such as private schools, day care centers, soup kitchens, and computer centers located on property used for religious worship.~~

(Re-Number 6 – 9 as 5-8.)

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Airport	As determined by the Administrator		
Banks	250 s.f.	1.0	
Bowling Alley	As determined by the Administrator		
Bus Depot	As determined by the Administrator		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex Dwelling:			
1 & 2 Bedroom	DU	2.0	
3+ Bedroom	DU	3-01.0	

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Dormitory	Bed	0.75	
Day Care Center	250 s.f.	1.0	
Fraternal Lodge	75 s.f.	1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As determined by the Administrator		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As determined by the Administrator		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As determined by the Administrator
Health Studio	150 s.f.	1.0	
Hospital	As determined by the Administrator		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	1.0	
Motor Vehicle Sales/Service:			

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Office/Sales Area	250 s.f.	1.0	
Service Area	200 s.f.	1.0	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	1.0	
Mixed-Use Structure****	250 s.f. of non-residential portion of structure	1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2 Bedroom	BR	1.5	
2 Bedroom (ea. BR < 130 s.f.)	BR	1.25	
3+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	1.0	
Personal Service Shop	250 s.f.	1.0	
Priv. School or Comm. Studio	100 s.f.	1.0	
Retail Sales & Service:			
GC, SC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Restaurant (w/o drive-through)	65 s.f.	1.0	

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Restaurant (w/drive-through)	100 s.f.	1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	1.0	
Single-Family Dwelling	BR***	1.0*** (minimum of 2 with no more than 4 total spaces required per dwelling)	
Single-Unit Dwelling	BR	1.0	
Shopping Center**:			
GC, SC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse	BR***	1.0*** (minimum of 2 with no more than 4 total spaces required per dwelling)	
Theater	Seat	0.25	
Truck Terminal	As determined by the Administrator		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

* Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

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** No more than twenty-five (25) percent of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in GC or SC and 1:350 in CI unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of twenty-five (25) percent. [Mixed-Use structures located in MU and MF districts are exempt from this requirement.](#)

*** All single-family and townhouse uses, at the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements.

**** [Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.](#)

Sec. 12-7.5. Signs.

C. Summary of Permitted Signs.

The following signs are permitted in the relevant zoning districts of the City:

	R	E	R-1B	GS	D	T	MF	MU	R-4	R-6	MHP	O	SC	GC	CI	C-3	BP	BPI	R&D	M-1	M-2	
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	**** *	X	X	X											
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs****							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Campus Wayfinding Signs							X	X				X	X	X	X		X	X	X			
Commercial Banners****							X	X	X	X		X	X	X	X	X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs								X				X	X	X	X	X	X	X	X	X	X	X
Freestanding Signs****												*	**	X	X					X	X	
Hanging Signs								X														
Home Occupation Signs	X	X	X	X	X	X	X	X	X	X	X											
Low Profile Signs****							X					X	X	X	X	X	X	X	X	X	X	X

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Campus Wayfinding signs	30	6	--	See Section 12-7.5 BB below
Commercial Banners	36	No to exceed the top of structure to which it is attached	10	1/premises
Development Signs		15	10	1/premises
Residential/Collector Street	35			
Arterial Street	65			
Freeway (As designated on Thoroughfare Plan)	200			
Directional Traffic Control Signs	3	4	4	1/curb cut
Freestanding Signs	Varies, see 12-7.5.N below			1/building plot where lot exceeds 75 feet of frontage
Hanging Signs	4	—	—	1/building entrance
Home Occupation Signs	2	Not to exceed top of wall to which it is attached	--	1/dwelling unit
Low Profile Signs	60	4	10	See 12-7.5 R "Low Profile Signs" below/***
Low Profile Signs (In lieu of permitted Freestanding Sign)	60	4	10	1/150 feet of frontage *
Projection Signs	Varies, see 12-7.5.U below	Not to exceed one (1) foot from top of wall, marquee, or parapet to	—	1/frontage

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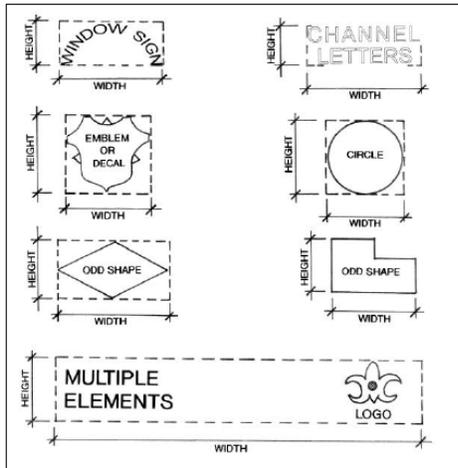
		which it is attached		
Real Estate, Finance, and Construction Signs				1/frontage(Real Estate)
Up to 150-foot frontage	16	8	10	1/property (Finance)
Greater than 150-foot frontage	32	8	10	3/property (Construction)
Roof Signs	Determined by frontage. Same as freestanding Max. 100 s.f.	10 feet above structural roof	--	1/building plot in place of a freestanding sign
Subdivision Signs	150	15	10	1/primary subdivision entrance. Not to exceed 2 signs.

* Except as provided for in Section 12-7.5.N.10, Freestanding Commercial Signs.

** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.

*** In SC Suburban Commercial, BP Business Park, and BPI Business Park Industrial, one (1) low-profile sign per structure is permitted.

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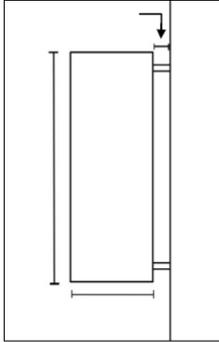
Per Ordinance No. 2011-3348 (May 26, 2011)

Q. Hanging Signs.

- a) Hanging signs shall be suspended from canopies/awnings and located in front of building entrances, perpendicular to the façade.
- b) A maximum of one (1) sign per building entrance is allowed.
- c) The sign shall not exceed four (4) square feet in size and shall have a minimum of eight (8) feet of clearance from the walkway grade, four (4) inches of clearance from the building face, and eight (8) inches of clearance from the edge of the canopy/awning.
- d) Hanging signs located in/over the public right-of-way shall require a Private Improvement in the Public Right-of-Way agreement (PIP) in addition to the necessary Building Permit.

U. Projection Signs.

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City of College Station, Texas

Projection signs will be allowed in the MU Mixed-Use District with the following restrictions:

- 1) One (1) projection sign per frontage along a public right-of-way will be allowed except where otherwise stated in this Section.
- 2) The total square footage of all projection signs used will be applied toward the total allowable area for attached signage.
- 3) The division and placement of allowable building signage amongst building tenants shall be the sole responsibility of the owner or property manager, and not the City of College Station.
- 4) Projection signs shall be mounted perpendicular to buildings.
- 5) Internally lit plastic signs will not be permitted.
- 6) Projection signs may utilize fabric or other flexible material provided that they remain in good condition at all times.
- 7) Projection signs shall have a minimum of eight (8) feet of clearance from the walkway grade and four (4) inches of clearance from the building face. Excluding the four-inch minimum clearance requirement, no part of a projection sign shall project more than three (3) feet from the building face.
- 8) Projection signs shall not extend above the façade of the building to which it is attached.
- 9) Buildings with one (1) story may have a sign that shall not exceed eighteen (18) square feet in size. For each additional building story, an additional eight (8) square feet of signage is allowed, up to a maximum of fifty (50) square feet per sign.
- 10) Projection signs located in/over the public right-of-way shall require a Private Improvement in the Public Right-of-Way agreement (PIP) in addition to the necessary Building Permit.

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Sec. 12-7.6. Landscaping and Tree Protection.

B. Application of Section.

The landscaping requirements of this Section apply to all land located in the City of College Station proposed for site development with the exception of those zoned NG-1, NG-2, and NG-3. The requirements also do not apply to single-family, duplex, ~~or townhouse~~, or mixed use developments in the MU district uses, except as follows:

3. The requirements of this Section have limited application to properties developed in the MU Mixed-Use district, as follows:
 - a. Within fifty (50) feet of the property line along the street, and located between the structure and the public right-of-way, street, or public way, one (1) canopy tree for every twenty-five (25) linear feet of frontage shall be installed. One (1) existing tree (minimum four-inch caliper) may be substituted for a new tree.
 - b. Canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired so long as the canopy trees are reasonable dispersed across each public right-of-way, street, or public way frontage.
 - c. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen.
 - d. Dumpsters, concrete retaining walls where more than six (6) vertical inches of untreated concrete are visible, off-street loading areas, utility connections, and any other site characteristics that could be considered visually offensive must be adequately screened.
 - e. One hundred (100) percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise landscaped or existing plants are preserved. One hundred (100) percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, one hundred (100) percent live grass groundcover is required whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover.
 - f. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.

(Re-number 3-6 to 4-7)

Sec. 12-7.7. Buffer Requirements.

F. Minimum Buffer Standards.

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The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use more restrictive of the zoning or the developed use.)		
	Single-Family Residential ✓ (2)	Multi-Family Residential ✓ (1)	Non-Residential (3)
Single-family ✓ (2)	N/A	N/A	N/A
Multi-Family ✓ (1)(3)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial	15' (2)	10' (1)	N/A
Industrial	25' (2)	15' (2)	5'
Suburban Commercial	20' (1)	N/A	N/A
Business Park	50' (2)	15' (2)	5'
Business Park Industrial	50' (2)	30' (2)	10'**
SOB	50' (2)	50' (2)	50' (2)

~~✓~~(1) Includes duplexes.

~~■~~(2) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

(3) Includes both residential and non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

(1) Fence

(2) Wall

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1. Buffer Yards.

f. In MF Multi-Family and MU Mixed-Use, buffer yards shall only be required along the perimeter of the development, unless otherwise exempted in this Section. No buffer yards are required between uses contained within the development.

Sec. 12-7.8. Solid Waste.

C. Guidelines.

The following minimum standards shall be met:

2. Multi-family developments shall provide the required pad and screening for one (1) eight-yard dumpster per ~~sixteen (16)~~ forty (40) dwelling units/bedrooms;

Sec. 12-7.10. Non-Residential Architectural Standards.

A. Applicability.

Except as expressly set forth otherwise herein, the design standards of this Section shall apply to development, redevelopment, and façade changes to all non-residential buildings including single tenant buildings, multiple tenant buildings, and any grouping of attached or stand alone buildings and associated pad sites.

The portions of structures containing non-residential uses located in the MF Multi-Family zoning district shall comply with the Non-Residential design standards of this Section.

The following are exempt from this section of the UDO:

1. **BP Business Park.** Any building located within BP Business Park districts is required to comply with this Section if it is along the periphery of the zoning district. All other interior buildings located within BP Business Park districts are exempt from this Section.
2. **Districts.** Uses located within the following districts are exempt from this Section: BPI Business Park Industrial, M-1 Light Industrial, M-2 Heavy Industrial, R&D Research & Development, NG-1 Core Northgate, NG-2 Transitional Northgate, and NG-3 Residential Northgate.
3. **Uses.** The following uses are exempt from these Non-Residential Architectural Standards: Churches; Primary & Secondary Educational Facilities; Municipal Industrial facilities; and private utility buildings that are screened from public or private rights-of-way and adjacent properties.

Per Ordinance No. 3236 (February 25, 2010)

Per Ordinance No. 3280 (September 9, 2010)

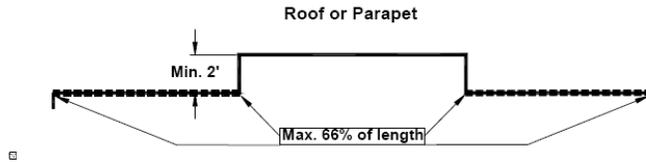
2. Non-Residential Building Mass and Design.

- a. For all applicable properties other than those located in SC Suburban Commercial and MU Mixed-Use districts: ~~and~~ In order to provide visual interest, the first two (2) stories of any façade facing a public right-of-way shall use architectural relief every forty-five (45) horizontal feet by incorporating a minimum of two (2) different design elements within each forty-five-foot section from the options below. All other façades shall incorporate a minimum of two (2) different design elements within each sixty-foot section as described above. Wall sections less than forty-five (45) feet or sixty (60) feet respectively, shall also be required to provide the two (2) different design elements, except that freestanding structures that are accessory to a primary use, where each façade is equal to or less than twenty-five (25) horizontal feet

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in width, and where each façade incorporates the same building materials and colors as the primary structure, are not required to provide architectural relief elements. Only the following types of architectural relief may be used:

1. Canopies, permanent decorative awnings, or windows accompanied by overhangs;
2. Wall plane projections or recessions with a minimum of four-foot depth;
3. Pilasters or columns;
4. Recessed entries, stoops, Porches, or arcades;
5. Balconies that extend from the building; or
6. Boxed or bay windows;
7. Decorative stormwater management initiatives physically integrated with the building, as approved by the Administrator.



b. For all applicable properties other than those located in SC Suburban Commercial and MU Mixed-Use districts: As represented above, on buildings three (3) stories or less, the horizontal line of a flat roof (or parapet) along any façade facing a public right-of-way shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66) percent of the roofline is on the same elevation.

Per Ordinance No. 2011-3341 (April 28, 2011)

3. Suburban Commercial Building Mass and Design. Architectural Relief.

a. For all properties zoned SC Suburban Commercial: In order to provide visual interest, the first two (2) stories of any façade facing a public right-of-way shall use architectural relief every forty-five (45) horizontal feet by incorporating a minimum of two (2) different design elements within each forty-five-foot section. Wall sections less than forty-five (45) feet shall also be required to provide the two (2) design elements. For buildings over eight thousand (8,000) square feet, articulation (minimum four-foot depth) is required within each forty-five-foot section. Two (2) of the following design elements shall be required within each forty-five-foot section of all façades for architectural relief:

- a.—1.** Decorative or functional window shutters;
- b.—2.** Covered front Porch extending along at least fifty (50) percent of building façade and projecting a minimum of four (4) feet from the face of the building;
- e.—3.** Eaves in excess of eighteen (18) inches;
- d.—4.** Window planter boxes;
- e.—5.** Window canopy;
- f.—6.** Dormers;
- g.—7.** Transom windows;
- h.—8.** Decorative façade lighting;

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- i. ~~9.~~ Chimneys or cupolas;
- j. ~~10.~~ Cross gables; or
- k. ~~11.~~ Entry Portico.

~~4.~~ **Roof.**

~~b. For all properties zoned SC Suburban Commercial:~~ Roofs shall be similar to residential roof types. Flat roofs are not permitted. Shed roofs are only permitted as part of a peaked roof network. A peaked parapet is permitted if it gives the appearance of a pitched roof from all sides. Roof slope must be a maximum of 8:12 and a minimum of 4:12.

~~5.~~ **Floor Area.**

~~c. For all properties zoned SC Suburban Commercial:~~ Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet in area.

~~4.~~ **Mixed-Use Building Mass & Design.**

~~a. For all properties zoned MU Mixed-Use: In order to provide visual interest, the first two (2) stories of any façade visible from a public right-of-way, street, or public way shall use architectural relief every forty-five (45) horizontal feet by incorporating a minimum of two (2) different design elements within each forty-five-foot section. The following types of architectural relief may be used:~~

- ~~1. Canopies or permanent decorative awnings;~~
- ~~2. Wall plane projections or recessions with a minimum of four-foot depth;~~
- ~~3. Pilasters or columns;~~
- ~~4. Recessed entries, stoops, porches, or arcades;~~
- ~~5. Balconies that extend from the building;~~
- ~~6. Boxed or bay/oriel windows;~~
- ~~7. Hood/drip molding over windows;~~
- ~~8. Cornices, corbelling, quoining, or stringcourses;~~
- ~~9. Decorative or functional window shutters;~~
- ~~10. Window planter boxes;~~
- ~~11. Transom windows;~~
- ~~12. Decorative façade lighting; or~~
- ~~13. Chimneys or cupolas.~~

~~Architectural relief is not required for facades within fifteen (15) feet of another building that screens the façade.~~

~~b. For all properties zoned MU Mixed-Use: On buildings three (3) stories or less, the horizontal line of a flat roof along any façade visible from a public right-of-way, street, or public way shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66) percent of the roofline is on the same elevation.~~

~~c. For all properties zoned MU Mixed-Use: The vertical wall plane of any façade visible from a public right-of-way, street, or public way shall project and/or recess by a minimum of two (2) feet so that no more than sixty-six (66) percent of the façade is on the same plane.~~

~~d. For all properties zoned MU Mixed-Use: The ground-floor shall have a minimum floor-to-ceiling height of twelve (12) feet.~~

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e. For all properties zoned MU Mixed-Use: The commercial portions of any façade facing a public right-of-way, street, or public way shall be at least thirty (30) percent transparent between zero (0) feet and eight (8) feet above ground level.

f. For all properties zoned MU Mixed-Use: Public entry is required on all facades facing a public right-of-way, street, or public way. In the event that more than two (2) facades require a public entrance, the Administrator may determine which two (2) facades require entrances. The Administrator may also forward the question to the Design Review Board for any reason.

g. For all properties zoned MU Mixed-Use: Loading docks, overhead doors and service entries shall not be located on a façade facing a public right-of-way, street, or public way. In the case that more than two (2) facades face a public right-of-way, street, or public way, the Administrator shall determine the most appropriate façade for such activities.

h. For all properties zoned MU Mixed-Use: The first two (2) stories of all façades facing a public right-of-way shall have a minimum of twenty-five (25) percent brick, stone, marble, granite, or a material fabricated to simulate brick, or stone (not split-face concrete masonry).

8. Pedestrian/Bike Circulation and Facilities.

e. In MU Mixed-Use districts, bicycle storage facilities shall be provided, as described above, at a rate of one (1) bicycle for every 15,000 square foot of non-residential uses, and one (1) bicycle for every two (2) dwelling units.

f. In MU Mixed-Use districts, minimum eight (8) foot wide sidewalks shall be provided along all public rights-of-way, streets, and public ways adjacent to and within the development.

9. Parking Lots.

These requirements are in addition to and not in lieu of the requirements established in Section 12-7.3, Off-Street Parking Standards.

- a. Where parking or drive aisles are located between the building and the public right-of-way, there shall be a minimum ten-foot setback from the public right-of-way line to the parking area or drive aisle.
- b. In order to break up the parking lot area and minimize visual impact, one (1) of the following parking concepts is required on any parking lot with greater than one hundred twenty (120) parking spaces. Parking concepts shall be approved by the Administrator provided that it meets one (1) of the following minimum criteria. Pedestrian ways are allowed within the below-described areas. Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.

D. Additional Standards for Twenty Thousand (20,000) S.F. or Greater.

In addition to the standards set out in Section 12-7.10.B, the following shall apply to any single building or combinations of buildings of twenty thousand (20,000) gross square feet in area, whether connected or not, but determined to be a single building plot. Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.

E. Additional Standards for Fifty Thousand (50,000) S.F. or Greater.

In addition to the standards set out in this Section 12-7.10.B and 12-7.10.D, the following shall apply to any single building or combinations of buildings of fifty thousand (50,000) gross square feet in area

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or greater, whether connected or not, but determined to be a single building plot. [Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.](#)

F. **Additional Standards for One Hundred Fifty Thousand (150,000) S.F. or Greater.**

In addition to the standards set out in Sections 12-7.10.B, 12-7.10.D, and 12-7.10.E, the following shall apply to any single building or combinations of buildings of one hundred fifty thousand (150,000) gross square feet in area or greater, whether connected or not but determined to be a single building plot. [Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.](#)

Sec. 12-11.1. General.

Sec. 12-11.2. Defined Terms.

For the purpose of this UDO, certain words as used herein are defined as follows:

Dormitory (dorm): [A residential structure designed for the exclusive purpose of housing students of a university, college, school, church, or non-profit organization, excepting resident staff, but which does not include complete, independent living facilities, including cooking, in each dwelling unit. Common kitchen facilities and / or gathering rooms for social purposes may also be provided.](#)

Mixed-Use Structure: [A structure containing both residential and non-residential land uses.](#)

Single-Unit Dwelling: [A detached residential unit, located within a larger development on a common lot, providing complete, independent living facilities for one \(1\) family including permanent provisions for living, sleeping, cooking, eating and sanitation.](#)

Two-Unit Dwelling: [A residential structure, located within a larger development on a common lot, providing complete, independent living facilities for two \(2\) families including permanent provisions for living, sleeping, cooking, eating and sanitation.](#)

Projection Sign: [An attached sign end-mounted or otherwise attached to an exterior wall of a building and extends in whole or part more than 12 \(twelve\) inches beyond the face of the building.](#)

Hanging Signs: [A sign suspended from the underside of a canopy or awning and located in front of building entrances, perpendicular to the façade.](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE,” ART. 1 “GENERAL PROVISIONS” SEC. 12-1.10. “TRANSITIONAL PROVISIONS”, B. “ZONING DISTRICTS” 4. “RETIRED DISTRICTS” & 5. “NEW DISTRICTS” AS SHOWN IN EXHIBIT A; ART. 4 “ZONING DISTRICTS” SEC. 12-4.1. “ESTABLISHMENT OF DISTRICTS” AS SHOWN IN EXHIBIT B; ART. 5 “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS” SEC. 12-5.1. “RESIDENTIAL ZONING DISTRICTS”, G. “MULTI-FAMILY (MF)” & H. “MIXED-USE (MU)” AS SHOWN IN EXHIBIT C; ART. 5 “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS” SEC. 12-5.2. “RESIDENTIAL DIMENSIONAL STANDARDS” AS SHOWN IN EXHIBIT D; ART. 5 “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS” SEC. 12-5.5. “RETIRED DISTRICTS”, AND BY RE-NUMBERING SECTIONS B–E TO D–G IN THIS SECTION AS SHOWN IN EXHIBIT E; ART. 5 “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS” SEC. 12-5.6. “RETIRED DIMENSIONAL STANDARDS”, A. “RETIRED RESIDENTIAL ZONING DISTRICTS” AS SHOWN IN EXHIBIT F; ART. 6 “USE REGULATIONS” SEC. 12-6.3. “TYPES OF USE”, A. “RETIRED RESIDENTIAL ZONING DISTRICTS”, C. “USE TABLE” AS SHOWN IN EXHIBIT G; ART. 6 “USE REGULATIONS” SEC.12-6.4. “SPECIFIC USE STANDARDS”, J. “HEALTH CLUB/SPORTS FACILITY (OUTDOOR)” AS SHOWN IN EXHIBIT H; ART. 7 “GENERAL DEVELOPMENT STANDARDS” SEC. 12-7.2. “GENERAL PROVISIONS”, H. “HEIGHT”, 2. “SINGLE-FAMILY PROTECTION” AS SHOWN IN EXHIBIT I; ART. 7 “GENERAL DEVELOPMENT STANDARDS” SEC. 12-7.3. “OFF-STREET PARKING STANDARDS”, E. “INTERIOR ISLANDS” & I. “NUMBER OF OFF-STREET PARKING SPACES REQUIRED” AND BY RENUMBERING 6–9 TO 5-8 IN THIS SECTION AS SHOWN IN EXHIBIT J; ART. 7 “GENERAL DEVELOPMENT STANDARDS” SEC. 12-7.5. “SIGNS”, C. “SUMMARY OF PERMITTED SIGNS”, F. “SIGN STANDARDS”, Q. “HANGING SIGNS”, U. “PROJECTION SIGNS” AS SHOWN IN EXHIBIT K; ART. 7 “GENERAL DEVELOPMENT STANDARDS” SEC. 12-7.6. “LANDSCAPING AND TREE PROTECTION”, B. “APPLICATION OF SECTION”, “3” AND BY RENUMBERING SECTIONS 3-6 TO 4-7 AS SHOWN IN EXHIBIT L; ART. 7 “GENERAL DEVELOPMENT STANDARDS” SEC. 12-7.7. “BUFFER REQUIREMENTS”, F. “MINIMUM BUFFER STANDARDS” & 1.”BUFFER YARDS” AS SHOWN IN EXHIBIT M; ART. 7 “GENERAL DEVELOPMENT STANDARDS” SEC. 12-7.8. “SOLID WASTE”, C. “GUIDELINES” “2” IS AMENDED AS SHOWN IN EXHIBIT N; ART. 7 “NON-RESIDENTIAL ARCHITECTURAL STANDARDS” SEC. 12-7.10. “NON-RESIDENTIAL ARCHITECTURAL STANDARDS”, A. “APPLICABILITY”, “1-4” & “8-9, & D. “ADDITIONAL STANDARDS FOR TWENTY THOUSAND (20,000) S.F. OR GREATER”, E. “ADDITIONAL STANDARDS FOR FIFTY THOUSAND (50,000) S.F. OR GREATER”, & F. “ADDITIONAL STANDARDS FOR ONE HUNDRED FIFTY THOUSAND (150,000) S.F. OR GREATER” AS SHOWN IN EXHIBIT O; AND ART. 11 “DEFINITIONS” SEC. 12-11.2. “DEFINED TERMS” AS SHOWN IN EXHIBIT P OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THOSE 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 12, “Unified Development Ordinance,” Articles 1-11 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits “A” – “P”, 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 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 18th day of December, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Art. 1 “General Provisions” Sec. 12-1.10. “Transitional Provisions”, B. “Zoning Districts” 4. “Retired Districts” & 5. “New Districts” is amended and is to read as follows:

Article 1. General Provisions
Sec. 12-1.10. Transitional Provisions.
B. Zoning Districts.

4. Retired Districts. The following districts are no longer eligible for Zoning Map Amendment requests. Properties with the following designations at the time of this amendment retain all uses, regulations, and requirements associated with these districts.

Retired District	Name	Effective Date
R-1B	Single-Family Residential	September 22, 2013
R-4	Multi-Family	December 28, 2014
R-6	High Density Multi-Family	December 28, 2014
C-3	Light Commercial	October 7, 2012
R&D	Research & Development	October 7, 2012
M-1	Light Industrial	October 7, 2012
M-2	Heavy Industrial	October 7, 2012

5. New Districts. The following districts are hereby created and added to those in effect at the time of this amendment of the UDO.

New District	Name	Effective Date
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014

EXHIBIT “B”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 4 “Zoning Districts” Sec. 12-4.1. “Establishment of Districts” is amended and is to read as follows:

Article 4. Zoning Districts
Sec. 12-4.1. Establishment of Districts.

Residential Zoning Districts	
R	Rural
E	Estate
RS	Restricted Suburban
GS	General Suburban
D	Duplex
T	Townhouse
MF	Multi-Family
MU	Mixed-Use
MHP	Manufactured Home Park
Non-Residential Zoning Districts	
NAP	Natural Areas Protected
O	Office
SC	Suburban Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park

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BPI	Business Park Industrial	
CU	College and University	
Planned Districts		
P-MUD	Planned Mixed-Use District	
PDD	Planned Development District	
Design Districts		
WPC	Wolf Pen Creek Development Corridor	
Northgate	NG-1	Core Northgate
	NG-2	Transitional Northgate
	NG-3	Residential Northgate
Overlay Districts		
OV	Corridor Overlay	
RDD	Redevelopment District	
KO	Krenek Tap Overlay	
NPO	Neighborhood Prevailing Overlay	
NCO	Neighborhood Conservation Overlay	
HP	Historic Preservation Overlay	
Retired Districts		
R-1B	Single-Family Residential	
R-4	Multi-Family	
R-6	High Density Multi-Family	

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C-3	Light Commercial
R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial

EXHIBIT "C"

That Chapter 12, "Unified Development Ordinance," Chapter 12, "Unified Development Ordinance," Art. 5 "District Purpose Statements and Supplemental Standards" Sec. 12-5.1. "Residential Zoning Districts", G. "Multi-Family (MF)" & H. "Mixed-Use (MU)" is amended and is to read as follows:

Article 5. District Purpose Statements and Supplemental Standards **Sec. 12-5.1. Residential Zoning Districts.**

G. Multi-Family (MF). The MF district is designed for areas having intense development. MF is flexible and allows for attached and detached single-unit dwellings, two-unit dwellings, multi-family buildings and optional mixed-use development.

1. Supplemental Standards for MF: Non-residential uses are permitted up to a maximum of 50 percent of the total floor area if incorporated into the residential structure.

H. Mixed-Use (MU). The MU is designed for areas having the most intense level of development. MU area consist of residential, commercial and office uses in mixed-use structures.

1. Supplemental Standards for MU:

- a.** Non-residential uses with a minimum depth of 30-feet are required on the ground floor, if adjacent to Texas Avenue, Harvey Road, University Drive or Earl Rudder Freeway.
- b.** A minimum of 30 percent of the total floor area of each development shall be devoted to residential uses. Hotels may be considered a residential use to meet this requirement.
- c.** The Floor Area Ratio (FAR) in this district shall be a minimum of 1:1. Structured parking, public plazas, outdoor dining areas, and covered areas attached to the structure may be included in the FAR calculation. Surface parking, even if covered, will not count toward the required FAR.
- d.** The ground floor of structures shall be a minimum of 25 percent of the lot area.

EXHIBIT “D”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 5 “District Purpose Statements and Supplemental Standards” Sec. 12-5.2. “Residential Dimensional Standards” is amended and is to read as follows:

Sec. 12-5.2. Residential Dimensional Standards.

The following table establishes dimensional standards that shall be applied within the Residential Zoning Districts, unless otherwise identified in this UDO.

Residential Zoning Districts										
	R	E(N)	RS(J)	GS(J)	T	D	MHP	MF	MU	Access ory Struct ures
Non-Clustered Residential Zoning Districts										
Average Lot Area per Dwelling Unit (DU)	3 acres Average	1 Acre	10,000 SF Average	5,000 SF	2,000 SF	3,500 SF	(L)	None	None	Refer to Section 12-6.5, Accessory Uses(L)
Absolute Min. Lot Area per Dwelling Unit (DU)	2 Acres	1 Acre	6,500 SF	5,000 SF	2,000 SF	3,500 SF		None	None	
Min. Lot Width	None	100'(L)	70'	50'	None	35'/DU(E)		None	None	
Min. Lot Depth	None	None	None	100'	None	100'		None	None	
Min. Front Setback(H)	50'	30'	25'	25'(D)	25'(D)	25'(D)		15'	None	
Max. Front Setback	N/A	N/A	N/A	N/A	N/A	N/A		N/A	15' (O)	
Min. Side Setback	20'	10'	7.5'	7.5'	(A)	7.5'(C)		(A)(B)	None	
Min. Side Street Setback	15'	15'	15'	15'	15'	15'		15'	None	
Max. Side Street Setback	N/A	N/A	N/A	N/A	N/A	N/A		N/A	15' (O)	
Min. Side Setback	N/A	15'	15'	15'	7.5'	15'		7.5'	None	

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between Structures(B)										
Min. Rear Setback(L)	50'	20'	20'	20'	20'	20'(F)		20'	20'	
Max. Height	35'(G)(K)(L)	35'(G)(K)(L)	35'(G)(K)(L)	2.5 Stories/35'(G)(K)(L)	35'(G)(K)(L)	2.5 Stories/35'(G)(K)(L)		(G)(L)	(G)(L)	
Minimum Number of Stories	N/A	N/A	N/A	N/A	N/A	N/A		N/A	2 Stories	
Max. Dwelling Units/Acre (Subdivision Gross)	0.33	1.0	4.00	8.0	14.0	12.0	10.0	30.0	N/A	N/A
Min. Dwelling Units/Acre	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	N/A	
Clustered Residential Zoning Districts										
Average Lot Area per Dwelling Unit (DU)	N/A	20,000 SF Average	8,000 SF Average	3,750 SF	N/A	N/A	N/A	N/A	N/A	N/A
Absolute Min. Lot Area per Dwelling Unit (DU)		10,000 SF	6,500 SF	3,750 SF						
Min. Lot Width		100'(M)	None	None						
Min. Lot Depth		None	None	None						
Min. Front Setback(H)		Refer to Section 12.8.3.H.4, Cluster Development, Specific District Standards								
Min. Side Setback										
Min. Street Side Setback										
Min. Side Setback										
Min. Side Setback										

between Structures(B)								
Min. Rear Setback(L)								
Max. Height		35'(G) (K)	35'(G) (K)	2.5 Stories/ 35'(G)(K)				
Max. Dwelling Units/Acre (Subdivision Gross)		1.0	4.00	8.0				

Notes:

- (A) A minimum side setback of seven and one-half (7.5) feet is required for each building or group of contiguous buildings.
- (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
- (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within fifteen (15) feet of another primary structure. See Chapter 12, Article 8, Subdivision Design and Improvements, for more information.
- (D) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.
- (E) The minimum lot width for a duplex dwelling may be reduced to thirty (30) feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
- (F) Minimum rear setback may be reduced to fifteen (15) feet when parking is provided in the front yard or side yard.
- (G) Shall abide by Section 12-7.2.H, Height.
- (H) Reference Section 12-7.1.D.1.e for lots created by plat prior to July 15, 1970 and designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map.
- (I) Reference Section 12-7.2.D.1.b for lots with approved rear access.

- (J) For areas within a Single-Family Overlay District, reference the Neighborhood Prevailing Standards Overlay Districts Section in Article 5 or the Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.
- (K) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts.
- (L) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.
- (M) In subdivisions built to rural street standards, lots shall be a minimum of one hundred (100) feet in width. There is no minimum lot width in cluster subdivisions built to urban street standards.
- (N) Estate lots that are part of a subdivision existing on or before September 12, 2013 are not permitted to use Cluster Development Standards without rezoning approval, which incorporates the entire subdivision.
- (O) MU zoned properties must use maximum side street and front setbacks may be measured from the edge of a public easement when it is in excess of the maximum setback. Maximum setbacks may be increased to up to eighty-five (85) feet to accommodate a parking lot between the structure and the street. Maximum setback requirements may be fulfilled through the use of plazas, outdoor dining, and bicycle parking. (Ord. No. 2012-3449, Pt. 1(Exh. M), 9-27-2012; Ord. No. 2012-3458, Pt. 1(Exh. A), 11-8-2012; Ord. No. 2013-3471, Pt. 1(Exh. B), 1-10-2013; Ord. No. 2013-3521, Pt. 1(Exh. E), 9-12-2013)

EXHIBIT “E”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 5 “District Purpose Statements and Supplemental Standards” Sec. 12-5.5. “Retired Districts”, is amended by adding the following and by renumbering sections B–E to D–G in this section:

B. Multi-Family (R-4).

This district provides land for development of apartment and condominium units at low to medium densities. This district may serve as a transitional zone between lower density residential areas and other residential or non-residential areas.

The following supplemental standards shall apply to this district:

1. Duplex dwelling units shall conform to D Duplex standards.
2. Townhouse dwelling units shall conform to T Townhouse standards.

C High Density Multi-Family (R-6). This district contains land used for a variety of housing types, but primarily multiple family dwellings. This district is designed to provide the highest density in the community for developments in close proximity to the University.

The following supplemental standards shall apply to this district:

1. Duplex dwelling units shall conform to D Duplex standards.
2. Townhouse dwelling units shall conform to T Townhouse standards.

EXHIBIT “F”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 5 “District Purpose Statements and Supplemental Standards” Sec. 12-5.6. “Retired Dimensional Standards”, A. “Retired Residential Zoning Districts” is amended and is to read as follows:

Sec. 12-5.6. Retired Dimensional Standards.

A. Retired Residential Zoning Districts. The following table establishes dimensional standards that shall be applied within the Retired Residential Zoning Districts, unless otherwise identified in this UDO:

	Retired Residential Zoning Districts		
	R-1B	R-4	R-6
Min. Lot Area per Dwelling Unit (DU)	8,000 SF	None	None
Min. Lot Width	None	None	None
Min Lot Depth	None	None	None
Min. Front Setback (H)	25'(D)	25'(D)	25'(D)
Min. Side Setback	7.5' (C)	(A)(B)	(A)(B)
Min. Side Street Setback	15'	15'	15'
Min. Side Setback between Structures (B)	15'	7.5'	7.5'
Min. Rear Setback (I)	20'	20'	20'
Max. Height	2.5 Stories/35'(G)(K)(L)	(G)(L)	(G)(L)
Max. Dwelling Units/Acre	6.0	20.0	30.0

Notes:

- (A) A minimum side setback of seven and one-half (7.5) feet is required for each building or group of contiguous buildings.
- (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
- (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within fifteen (15) feet of another primary structure. See Chapter 12, Article 8, Subdivision Design and Improvements, for more information.
- (D) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.
- (E) The minimum lot width for a duplex dwelling may be reduced to thirty (30) feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
- (F) Minimum rear setback may be reduced to fifteen (15) feet when parking is provided in the front yard or side yard.
- (G) Shall abide by Section 12-7.2.H, Height.
- (H) Reference Section 12-7.1.D.1.e for lots created by plat prior to July 15, 1970 and designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map.
- (I) Reference Section 12-7.2.D.1.b for lots with approved rear access.
- (J) Reference Section 12-5.12 for areas in Neighborhood Prevailing Standards Overlay Districts and reference Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.
- (K) Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts.
- (L) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.

EXHIBIT “H”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 6 “Use Regulations” Sec.12-6.4. “Specific Use Standards”, J “Health Club/Sports Facility (Outdoor)”, is amended and is to read as follows:

Sec. 12-6.4. Specific Use Standards.

- J. Health Club/Sports Facility (Outdoor).** In Mixed-Use and all Northgate Zoning Districts, outdoor health clubs/sports facilities shall only be allowed on roof tops.

EXHIBIT "I"

That Chapter 12, "Unified Development Ordinance," Chapter 12, "Unified Development Ordinance," Art. 7 "General Development Standards" Sec. 12-7.2. "General Provisions", H. "Height", 2. "Single-Family Protection", "a" is amended and is to read as follows:

Article 7. General Development Standards

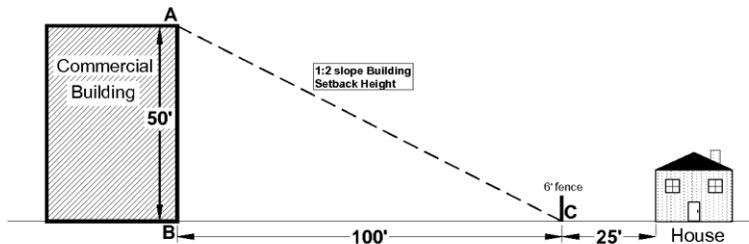
The following general development standards shall apply to all zoning districts, except where expressly stated to apply to, or exclude, specific districts.

Sec. 12-7.2. General Provisions.

H. Height.

2. Single-Family Protection.

- a. With the exception of NG, RDD, and P-MUD districts, no multi-family or non-residential structure shall be located nearer to any property line adjacent to a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below. Structures developed in MU shall meet this standard at the periphery of the district when adjacent to single-family use or townhome development.



- b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.
- c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.
- d. Unless otherwise stated in this UDO, the height limitations herein shall not apply to any of the following:
 1. Utility structures such as elevated water storage tanks and electrical transmission lines;
 2. Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building

where such structure does not occupy more than thirty-three (33) percent of the area of the roof; or

3. Residential radio/television receiving antennas.

EXHIBIT “J”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 7 “General Development Standards” Sec. 12-7.3. “Off-Street Parking Standards”, E. Interior Islands & I. “Number of Off-Street Parking Spaces Required” and by renumbering 6–9 to 5-8 in this section is amended and is to read as follows:

Sec. 12-7.3. Off-Street Parking Standards.

E. Interior Islands.

1. All interior islands shall be evenly distributed throughout the interior of the parking area.
2. For every fifteen (15) interior parking spaces, one hundred eighty (180) square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than one hundred eighty (180) square feet. Interior islands may have sidewalks through them. Interior islands are not required for mixed-use developments meeting the standards of the MU Mixed-Use district.
3. End island areas that exceed the minimum required may be counted toward the interior parking island requirement.
4. All interior islands must be raised at least six (6) inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized and shall be contiguous with the soil at the natural grade.

I. Number of Off-Street Parking Spaces Required.

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Airport	As determined by the Administrator		
Banks	250 s.f.	1.0	
Bowling Alley	As determined by the Administrator		
Bus Depot	As determined by the Administrator		

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Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home/Hospital	Bed	0.5	
Duplex Dwelling:			
1 & 2 Bedroom	DU	2.0	
3+ Bedroom	BR	1.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	1.0	
Fraternal Lodge	75 s.f.	1.0	
Fraternity/Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As determined by the Administrator		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	1.0	
Golf Driving Range	Tee Station	1.0	
Health Club/Sports Facility	As determined by the Administrator		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As determined by the Administrator

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Health Studio	150 s.f.	1.0	
Hospital	As determined by the Administrator		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	1.0	
Motor Vehicle Sales/Service:			
Office/Sales Area	250 s.f.	1.0	
Service Area	200 s.f.	1.0	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	1.0	
Mixed-Use Structure****	250 s.f. of non-residential portion of structure	1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2 Bedroom	BR	1.5	
2 Bedroom (ea. BR < 130 s.f.)	BR	1.25	
3+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	1.0	

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Personal Service Shop	250 s.f.	1.0	
Priv. School or Comm. Studio	100 s.f.	1.0	
Retail Sales & Service:			
GC, SC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Restaurant (w/o drive-through)	65 s.f.	1.0	
Restaurant (w/drive-through)	100 s.f.	1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	1.0	
Single-Family Dwelling	BR***	1.0*** (minimum of 2 with no more than 4 total spaces required per dwelling)	
Single-Unit Dwelling	BR	1.0	
Shopping Center**:			
GC, SC, C-3	250 s.f.	1.0	
CI	350 s.f.	1.0	
Townhouse	BR***	1.0*** (minimum of 2 with no more than 4 total spaces required per dwelling)	

Theater	Seat	0.25	
Truck Terminal	As determined by the Administrator		
Two-Dwelling Unit	BR	1.0	
Veterinary Clinic	300 s.f.	1.0	
Warehouse	1,000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

* Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** No more than twenty-five (25) percent of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in GC or SC and 1:350 in CI unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of twenty-five (25) percent. Mixed-Use structures located in MU and MF districts are exempt from this requirement.

*** All single-family and townhouse uses, at the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements.

**** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.

EXHIBIT “K”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 7 “General Development Standards” Sec. 12-7.5. “Signs”, C. “Summary of Permitted Signs”, F. “Sign Standards”, Q. “Hanging Signs”, U. “Projection Signs” are amended and are to read as follows:

Sec. 12-7.5. Signs.

C. **Summary of Permitted Signs.** The following signs are permitted in the relevant zoning districts of the City:

	R	E	R-1B	GS	D	T	MF	MU	R-4	R-6	MHP	O	SC	GC	CI	C-3	BP	BPI	R&D	M-1	M-2	
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	*** *	X	X	X											
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs***							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Campus Wayfinding Signs							X	X				X	X	X	X		X	X	X			
Commercial Banners***							X	X	X	X		X	X	X	X	X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs								X				X	X	X	X	X	X	X	X	X	X	X
Freestanding Signs***												*	**	X	X					X	X	
Hanging Signs								X														
Home Occupation Signs	X	X	X	X	X	X	X	X	X	X	X											
Low Profile Signs***							X					X	X	X	X	X	X	X	X	X	X	X
Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Projection Signs							X	X														
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs														X	X					X	X	

* One (1) Freestanding Sign shall be allowed in the O Office zone only when the premises has a minimum of two (2) acres.

** Freestanding Signs are permitted for building plots with freeway frontage only. See 7.5.N "Freestanding Commercial Signs" for additional standards.

*** Except as provided for in Section 12-7.5.Y, Signs for Permitted Non-residential Uses in Residential or Agricultural Districts.

**** Apartment signage is permitted in the MU Mixed-Use district as attached signs only.

F. Sign Standards. The following table summarizes the sign standards for the City of College Station:

Sign Type	Maximum Area (s.f.)**	Maximum Height (ft.)	Setback From ROW (ft.)	Number Allowed
Apartment/Condominium / Manufactured Home Park Identification Signs	100	10	10	1/frontage
Area Identification Signs	16	4	10	1/10-50 acre subdivision or phase
Attached Signs	Varies, see Section 12-7.5.I below	Not to exceed one (1) foot from top of wall, marquee, or parapet to which it is attached	—	Any number allowed if within the total allowed square footage of attached signs
Campus Wayfinding signs	30	6	—	See Section 12-7.5 BB below
Commercial Banners	36	No to exceed the top of structure to which it is attached	10	1/premises
Development Signs		15	10	1/premises
Residential/Collector Street	35			
Arterial Street	65			
Freeway (As designated on Thoroughfare Plan)	200			
Directional Traffic Control	3	4	4	1/curb cut

Chapter 12 UDO Amendment New Zoning Districts

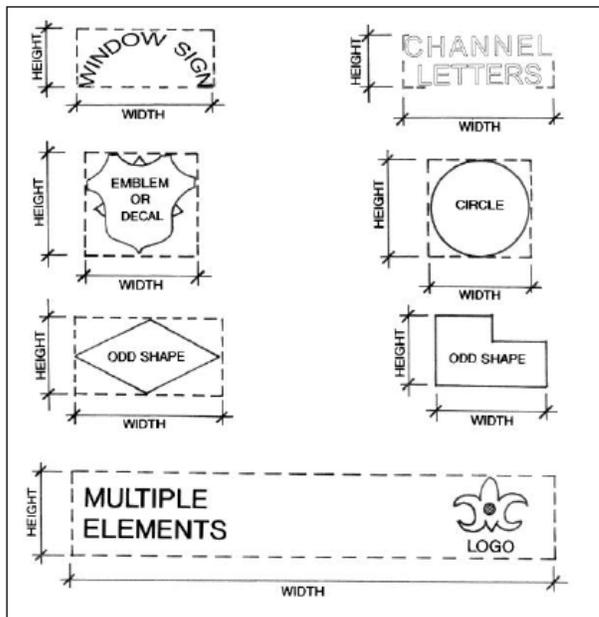
Signs				
Freestanding Signs	Varies, see 12-7.5.N below			1/building plot where lot exceeds 75 feet of frontage
Hanging Signs	4	—	—	1/building entrance
Home Occupation Signs	2	Not to exceed top of wall to which it is attached	—	1/dwelling unit
Low Profile Signs	60	4	10	See 12-7.5 R "Low Profile Signs" below/**
Low Profile Signs (In lieu of permitted Freestanding Sign)	60	4	10	1/150 feet of frontage *
Projection Signs	Varies, see 12-7.5.U below	Not to exceed one (1) foot from top of wall, marquee, or parapet to which it is attached	—	1/frontage
Real Estate, Finance, and Construction Signs				1/frontage(Real Estate)
Up to 150-foot frontage	16	8	10	1/property (Finance)
Greater than 150-foot frontage	32	8	10	3/property (Construction)
Roof Signs	Determined by frontage. Same as freestanding Max. 100 s.f.	10 feet above structural roof	—	1/building plot in place of a freestanding sign
Subdivision Signs	150	15	10	1/primary

				subdivision entrance. Not to exceed 2 signs.
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* Except as provided for in Section 12-7.5.N.10, Freestanding Commercial Signs.

** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.

*** In SC Suburban Commercial, BP Business Park, and BPI Business Park Industrial, one (1) low-profile sign per structure is permitted.

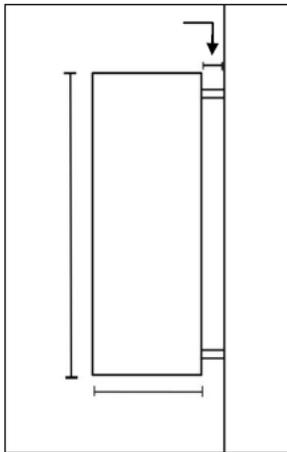


Per Ordinance No. 2011-3348 (May 26, 2011)

Q. Hanging Signs.

- a) Hanging signs shall be suspended from canopies or awnings and located in front of building entrances, perpendicular to the façade.
- b) A maximum of one (1) hanging sign per building entrance is allowed.
- c) The hanging sign shall not exceed four (4) square feet in size and shall have a minimum of eight (8) feet of clearance from the walkway grade, four (4) inches of clearance from the building face, and eight (8) inches of clearance from the edge of the canopy/awning.
- d) Hanging signs located in or over the public right-of-way shall require a Private Improvement in the Public Right-of-Way agreement (PIP) in addition to the necessary Building Permit.

U. Projection Signs.



City of College Station, Texas

Projection signs will be allowed in the MU Mixed-Use District with the following restrictions:

- 1) One (1) projection sign per frontage along a public right-of-way will be allowed except where otherwise stated in this Section.
- 2) The total square footage of all projection signs used will be applied toward the total allowable area for attached signage.
- 3) The division and placement of allowable building signage amongst building tenants shall be the sole responsibility of the owner or property manager, and not the City of College Station.
- 4) Projection signs shall be mounted perpendicular to buildings.
- 5) Internally lit plastic signs will not be permitted.

- 6) Projection signs may utilize fabric or other flexible material provided that they remain in good condition at all times.
- 7) Projection signs shall have a minimum of eight (8) feet of clearance from the walkway grade and four (4) inches of clearance from the building face. Excluding the four-inch minimum clearance requirement, no part of a projection sign shall project more than three (3) feet from the building face.
- 8) Projection signs shall not extend above the façade of the building to which it is attached.
- 9) Buildings with one (1) story may have a sign that shall not exceed eighteen (18) square feet in size. For each additional building story, an additional eight (8) square feet of signage is allowed, up to a maximum of fifty (50) square feet per sign.
- 10) Projection signs located in over the public right-of-way shall require a Private Improvement in the Public Right-of-Way agreement (PIP) in addition to the necessary Building Permit.

EXHIBIT “L”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 7 “General Development Standards” Sec. 12-7.6. “Landscaping and Tree Protection”, B. “Application of Section”, “3” and by renumbering sections 3-6 to 4-7 is amended and is to read as follows:

Sec. 12-7.6. Landscaping and Tree Protection.

B. Application of Section.

The landscaping requirements of this Section apply to all land located in the City of College Station proposed for site development with the exception of those zoned NG-1, NG-2, and NG-3. The requirements also do not apply to single-family, duplex, townhouse, or mixed use developments in the MU district, except as follows:

3. The requirements of this Section have limited application to properties developed in the MU Mixed-Use district, as follows:
 - a. Within fifty (50) feet of the property line along the street, and located between the structure and the public right-of-way, street, or public way, one (1) canopy tree for every twenty-five (25) linear feet of frontage shall be installed. One (1) existing tree (minimum four-inch caliper) may be substituted for a new tree.
 - b. Canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired so long as the canopy trees are reasonable dispersed across each public right-of-way, street, or public way frontage.
 - c. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along one hundred (100) percent of the street frontage (such as ten (10) shrubs for every thirty (30) linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three (3) feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two (2) feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty (50) percent of all shrubs used for screening shall be evergreen.
 - d. Dumpsters, concrete retaining walls where more than six (6) vertical inches of untreated concrete are visible, off-street loading areas, utility connections, and any other site characteristics that could be considered visually offensive must be adequately screened.
 - e. One hundred (100) percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise

landscaped or existing plants are preserved. One hundred (100) percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, one hundred (100) percent live grass groundcover is required whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover.

- f. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.

EXHIBIT “M”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 7 “General Development Standards” Sec. 12-7.7. “Buffer Requirements”, F. “Minimum Buffer Standards” & 1.”Buffer Yards” are amended and are to read as follows:

Sec. 12-7.7. Buffer Requirements.

F. Minimum Buffer Standards.

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below. The numbers shown are the required buffer widths.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use more restrictive of the zoning or the developed use.)		
	Single-Family Residential (2)	Multi-Family Residential (1)	Non-Residential (3)
Single-family (2)	N/A	N/A	N/A
Multi-Family (1)(3)	10' (1)	N/A	N/A
Office	10' (1)	N/A	N/A
Commercial	15' (2)	10' (1)	N/A
Industrial	25' (2)	15' (2)	5'
Suburban Commercial	20' (1)	N/A	N/A
Business Park	50' (2)	15' (2)	5'
Business Park Industrial	50' (2)	30' (2)	10'**
SOB	50' (2)	50' (2)	50' (2)

(1) Includes duplexes.

(2) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

(3) Includes commercial and other non-residential uses developed in the MF Multi-Family district.

* When an abutting parcel is vacant and zoned R Rural, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

** When an abutting parcel is zoned BP Business Park or BPI Business Park Industrial, the buffer width shall be reduced to five feet (5').

(1) Fence

(2) Wall

1. **Buffer Yards.**

f. In MF Multi-Family and MU Mixed-Use, buffer yards shall only be required along the perimeter of the development, unless otherwise exempted in this Section. No buffer yards are required between uses contained within the development.

EXHIBIT “N”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 7 “General Development Standards” Sec. 12-7.8. “Solid Waste”, C. “Guidelines” “2” is amended is to read as follows:

Sec. 12-7.8. Solid Waste.

C. **Guidelines.** The following minimum standards shall be met:

2. Multi-family developments shall provide the required pad and screening for one (1) eight-yard dumpster per forty (40) bedrooms;

EXHIBIT "O"

That Chapter 12, "Unified Development Ordinance," Chapter 12, "Unified Development Ordinance," Art. 7 "Non-Residential Architectural Standards" Sec. 12-7.10. "Non-Residential Architectural Standards", A. "Applicability", "1-4" & "8-9, & D "Additional Standards for Twenty Thousand (20,000) S.F. or Greater", E. "Additional Standards for Fifty Thousand (50,000) S.F. or Greater", & F. "Additional Standards for One Hundred Fifty Thousand (150,000) S.F. or Greater" are amended and are to read as follows:

Sec. 12-7.10. Non-Residential Architectural Standards.

A. Applicability.

Except as expressly set forth otherwise herein, the design standards of this Section shall apply to development, redevelopment, and façade changes to all non-residential buildings including single tenant buildings, multiple tenant buildings, and any grouping of attached or stand alone buildings and associated pad sites.

The portions of structures containing non-residential uses located in the MF Multi-Family zoning district shall comply with the Non-Residential design standards of this Section.

The following are exempt from this section of the UDO:

1. **BP Business Park.** Any building located within BP Business Park districts is required to comply with this Section if it is along the periphery of the zoning district. All other interior buildings located within BP Business Park districts are exempt from this Section.
2. **Districts.** Uses located within the following districts are exempt from this Section: BPI Business Park Industrial, M-1 Light Industrial, M-2 Heavy Industrial, R&D Research & Development, NG-1 Core Northgate, NG-2 Transitional Northgate, and NG-3 Residential Northgate.
3. **Uses.** The following uses are exempt from these Non-Residential Architectural Standards: Churches; Primary & Secondary Educational Facilities; Municipal Industrial facilities; and private utility buildings that are screened from public or private rights-of-way and adjacent properties.

Per Ordinance No. 3236 (February 25, 2010)

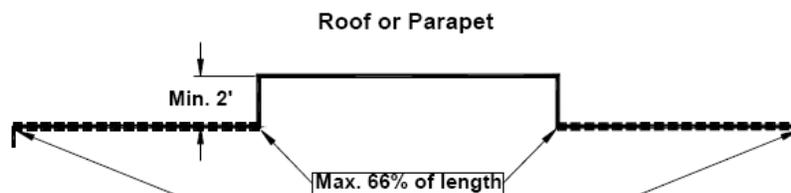
Per Ordinance No. 3280 (September 9, 2010)

2. Non-Residential Building Mass and Design.

- a. For all applicable properties other than those located in SC Suburban Commercial and MU Mixed-Use districts: In order to provide visual interest, the first two (2) stories of any façade facing a public right-of-way shall use architectural relief every forty-five (45) horizontal feet by incorporating a

minimum of two (2) different design elements within each forty-five-foot section from the options below. All other façades shall incorporate a minimum of two (2) different design elements within each sixty-foot section as described above. Wall sections less than forty-five (45) feet or sixty (60) feet respectively, shall also be required to provide the two (2) different design elements, except that freestanding structures that are accessory to a primary use, where each façade is equal to or less than twenty-five (25) horizontal feet in width, and where each façade incorporates the same building materials and colors as the primary structure, are not required to provide architectural relief elements. Only the following types of architectural relief may be used:

1. Canopies, permanent decorative awnings, or windows accompanied by overhangs;
2. Wall plane projections or recessions with a minimum of four-foot depth;
3. Pilasters or columns;
4. Recessed entries, stoops, Porches, or arcades;
5. Balconies that extend from the building; or
6. Boxed or bay windows;
7. Decorative stormwater management initiatives physically integrated with the building, as approved by the Administrator.



b. For all applicable properties other than those located in SC Suburban Commercial and MU Mixed-Use districts: As represented above, on buildings three (3) stories or less, the horizontal line of a flat roof (or parapet) along any façade facing a public right-of-way shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66) percent of the roofline is on the same elevation.

Per Ordinance No. 2011-3341 (April 28, 2011)

3. Suburban Commercial Building Mass and Design.

a. For all properties zoned SC Suburban Commercial: In order to provide visual interest, the first two (2) stories of any façade facing a public right-of-way shall use architectural relief every forty-five (45) horizontal feet by incorporating a minimum of two (2) different design elements within each forty-five-foot section. Wall sections less than forty-five (45) feet shall also be required to provide the

two (2) design elements. For buildings over eight thousand (8,000) square feet, articulation (minimum four-foot depth) is required within each forty-five-foot section. Two (2) of the following design elements shall be required within each forty-five-foot section of all façades for architectural relief:

1. Decorative or functional window shutters;
2. Covered front Porch extending along at least fifty (50) percent of building façade and projecting a minimum of four (4) feet from the face of the building;
3. Eaves in excess of eighteen (18) inches;
4. Window planter boxes;
5. Window canopy;
6. Dormers;
7. Transom windows;
8. Decorative façade lighting;
9. Chimneys or cupolas;
10. Cross gables; or
11. Entry Portico.

b. For all properties zoned SC Suburban Commercial: Roofs shall be similar to residential roof types. Flat roofs are not permitted. Shed roofs are only permitted as part of a peaked roof network. A peaked parapet is permitted if it gives the appearance of a pitched roof from all sides. Roof slope must be a maximum of 8:12 and a minimum of 4:12.

c. For all properties zoned SC Suburban Commercial: Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet in area.

4. **Mixed-Use Building Mass & Design.**

a. For all properties zoned MU Mixed-Use: In order to provide visual interest, the first two (2) stories of any façade visible from a public right-of-way, street, or public way shall use architectural relief every forty-five (45) horizontal feet by incorporating a minimum of two (2) different design elements within each forty-five-foot section. The following types of architectural relief may be used:

1. Canopies or permanent decorative awnings;
2. Wall plane projections or recessions with a minimum of four-foot depth;
3. Pilasters or columns;
4. Recessed entries, stoops, porches, or arcades;
5. Balconies that extend from the building;

6. Boxed or bay/oriel windows;
7. Hood/drip molding over windows;
8. Cornices, corbelling, quoining, or stringcourses,
9. Decorative or functional window shutters;
10. Window planter boxes;
11. Transom windows;
12. Decorative façade lighting; or
13. Chimneys or cupolas.

Architectural relief is not required for facades within fifteen (15) feet of another building that screens the façade.

b. For all properties zoned MU Mixed-Use: On buildings three (3) stories or less, the horizontal line of a flat roof along any façade visible from a public right-of-way, street, or public way shall vary by a minimum of two (2) feet up or down so that no more than sixty-six (66) percent of the roofline is on the same elevation.

c. For all properties zoned MU Mixed-Use: The vertical wall plane of any façade visible from a public right-of-way, street, or public way shall project and/or recess by a minimum of two (2) feet so that no more than sixty-six (66) percent of the façade is on the same plane.

d. For all properties zoned MU Mixed-Use: The ground-floor shall have a minimum floor-to-ceiling height of twelve (12) feet.

e. For all properties zoned MU Mixed-Use: The commercial portions of any façade facing a public right-of-way, street, or public way shall be at least thirty (30) percent transparent between zero (0) feet and eight (8) feet above ground level.

f. For all properties zoned MU Mixed-Use: Public entry is required on all facades facing a public right-of-way, street, or public way. In the event that more than two (2) facades require a public entrance, the Administrator may determine which two (2) facades require entrances. The Administrator may also forward the question to the Design Review Board for any reason.

g. For all properties zoned MU Mixed-Use: Loading docks, overhead doors and service entries shall not be located on a façade facing a public right-of-way, street, or public way. In the case that more than two (2) facades face a public right-of-way, street, or public way, the Administrator shall determine the most appropriate façade for such activities.

h. For all properties zoned MU Mixed-Use: The first two (2) stories of all façades facing a public right-of-way shall have a minimum of twenty-five (25) percent brick, stone, marble, granite, or a material fabricated to simulate brick, or stone (not split-face concrete masonry).

8. Pedestrian/Bike Circulation and Facilities.

- a.. In MU Mixed-Use districts, bicycle storage facilities shall be provided, as described above, at a rate of one (1) bicycle for every 15,000 square foot of non-residential uses, and one (1) bicycle for every two (2) dwelling units.
- b. In MU Mixed-Use districts, minimum eight (8) foot wide sidewalks shall be provided along all public rights-of-way, streets, and public ways adjacent to and within the development.

9. Parking Lots.

These requirements are in addition to and not in lieu of the requirements established in Section 12-7.3, Off-Street Parking Standards.

- a. Where parking or drive aisles are located between the building and the public right-of-way, there shall be a minimum ten-foot setback from the public right-of-way line to the parking area or drive aisle.
- b. In order to break up the parking lot area and minimize visual impact, one (1) of the following parking concepts is required on any parking lot with greater than one hundred twenty (120) parking spaces. Parking concepts shall be approved by the Administrator provided that it meets one (1) of the following minimum criteria. Pedestrian ways are allowed within the below-described areas. Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.

D. Additional Standards for Twenty Thousand (20,000) S.F. or Greater.

In addition to the standards set out in Section 12-7.10.B, the following shall apply to any single building or combinations of buildings of twenty thousand (20,000) gross square feet in area, whether connected or not, but determined to be a single building plot. Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.

E. Additional Standards for Fifty Thousand (50,000) S.F. or Greater.

In addition to the standards set out in this Section 12-7.10.B and 12-7.10.D, the following shall apply to any single building or combinations of buildings of fifty thousand (50,000) gross square feet in area or greater, whether connected or not, but determined to be a single building plot. Standards in this section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.

F. Additional Standards for One Hundred Fifty Thousand (150,000) S.F. or Greater.

In addition to the standards set out in Sections 12-7.10.B, 12-7.10.D, and 12-7.10.E, the following shall apply to any single building or combinations of buildings of one hundred fifty thousand (150,000) gross square feet in area or greater, whether connected or not but determined to be a single building plot. Standards in this

section do not apply to sites developed in accordance to the standards of the MU Mixed-Use district.

EXHIBIT “P”

That Chapter 12, “Unified Development Ordinance,” Chapter 12, “Unified Development Ordinance,” Art. 11 “Definitions” Sec. 12-11.2. “Defined Terms” is amended by adding the following:

Sec. 12-11.2. Defined Terms.

For the purpose of this UDO, certain words as used herein are defined as follows:

Dormitory (dorm): A residential structure designed for the exclusive purpose of housing students of a university, college, school, church, or non-profit organization, excepting resident staff, but which does not include complete, independent living facilities, including cooking, in each dwelling unit. Common kitchen facilities and / or gathering rooms for social purposes may also be provided.

Mixed-Use Structure: A structure containing both residential and non-residential land uses.

Single-Unit Dwelling: A detached residential unit, located within a larger development on a common lot, providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating and sanitation.

Two-Unit Dwelling: A residential structure, located within a larger development on a common lot, providing complete, independent living facilities for two (2) families including permanent provisions for living, sleeping, cooking, eating and sanitation.

Projection Sign: An attached sign end-mounted or otherwise attached to an exterior wall of a building and extends in whole or part more than 12 (twelve) inches beyond the face of the building.

Hanging Signs: A sign suspended from the underside of a canopy or awning and located in front of building entrances, perpendicular to the façade.



Legislation Details (With Text)

File #:	14-893	Version:	1	Name:	2468 Barron Road Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	12/4/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 1 acre being Lots 8, 9, and 10, Block 2, Needham Estates as recorded in volume 276, page 301 of the Official Records of Brazos County, Texas, generally located at 2468 Barron Road, more generally located at the northwest corner of Renee Lane and Barron Road.				
Sponsors:	Jessica Bullock				
Indexes:					
Code sections:					
Attachments:	Background Aerial and Small Area Map (SAM) Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 1 acre being Lots 8, 9, and 10, Block 2, Needham Estates as recorded in volume 276, page 301 of the Official Records of Brazos County, Texas, generally located at 2468 Barron Road, more generally located at the northwest corner of Renee Lane and Barron Road.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 20, 2014 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

Summary: This request is to rezone the subject property from R Rural to GS General Suburban.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property and surrounding area

are shown on the Comprehensive Future Land Use and Character Map and Concept Map as General Suburban. This area is for high-density single-family residential lots. The proposed rezoning is consistent with this designation.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The rezoning request to GS General Suburban is compatible with existing zoning of the surrounding properties.

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 applicant is looking to develop the site with five single-family homes, matching the surrounding area. The proposed rezoning is appropriate for this area given the character of the surrounding properties and compliance with the Comprehensive Plan. The property would be allowed to subdivide into lots as small as 5,000 square feet for single-family homes.

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: The property is currently zoned R Rural which it received upon annexation. The current zoning does not allow for further subdivision of this tract as it must be a minimum of two acres. The proposed rezoning would allow for the property to be subdivided into smaller single-family lots and is in line with the vision of the Comprehensive Plan.

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: Under the current zoning district the property is limited in density. The proposed rezoning would allow for the development of single-family lots similar to those along Renee Lane.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: Water service will be provided by the City of College Station via 8-inch main. There is also an 8-inch sanitary sewer line available to serve the properties. Detention is not required, but a 20-foot drainage right-of-way along the rear properties is going to be required. Access will be via a residential street, Renee Lane. Public infrastructure shall be designed and constructed in accordance with BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: November 20, 2014
Advertised Council Hearing Date: December 18, 2014

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:
Westfield Village

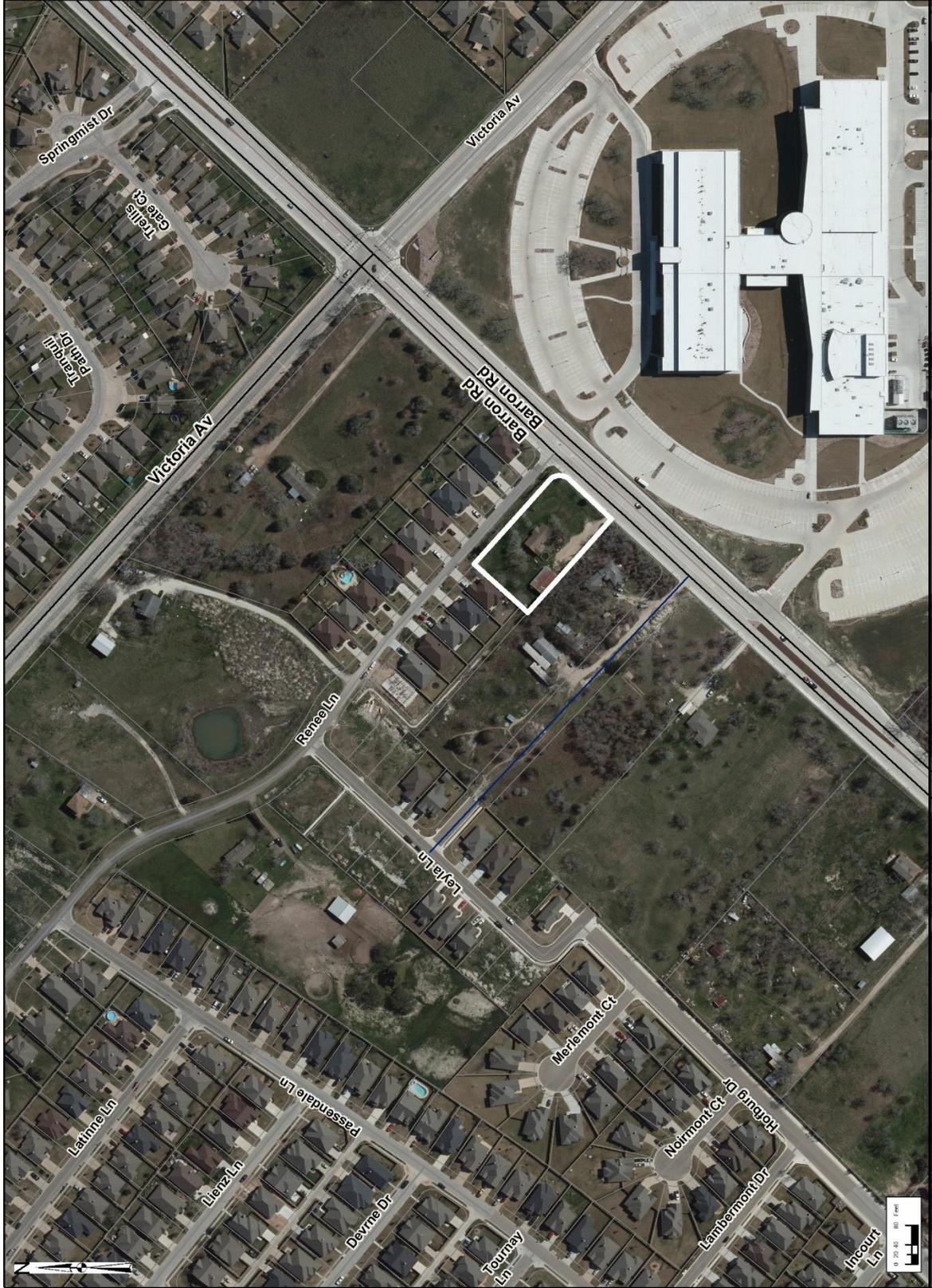
Property owner notices mailed: 12
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	GS General Suburban	Single-Family
South (across Barron Road)	Institutional/Public	R Rural	High School
East	General Suburban	R Rural	Single-Family
West (across Renee Lane)	General Suburban	GS General Suburban	Single-Family

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation
Renamed R Rural (2013)
Final Plat: February 1969
Site development: Single-Family



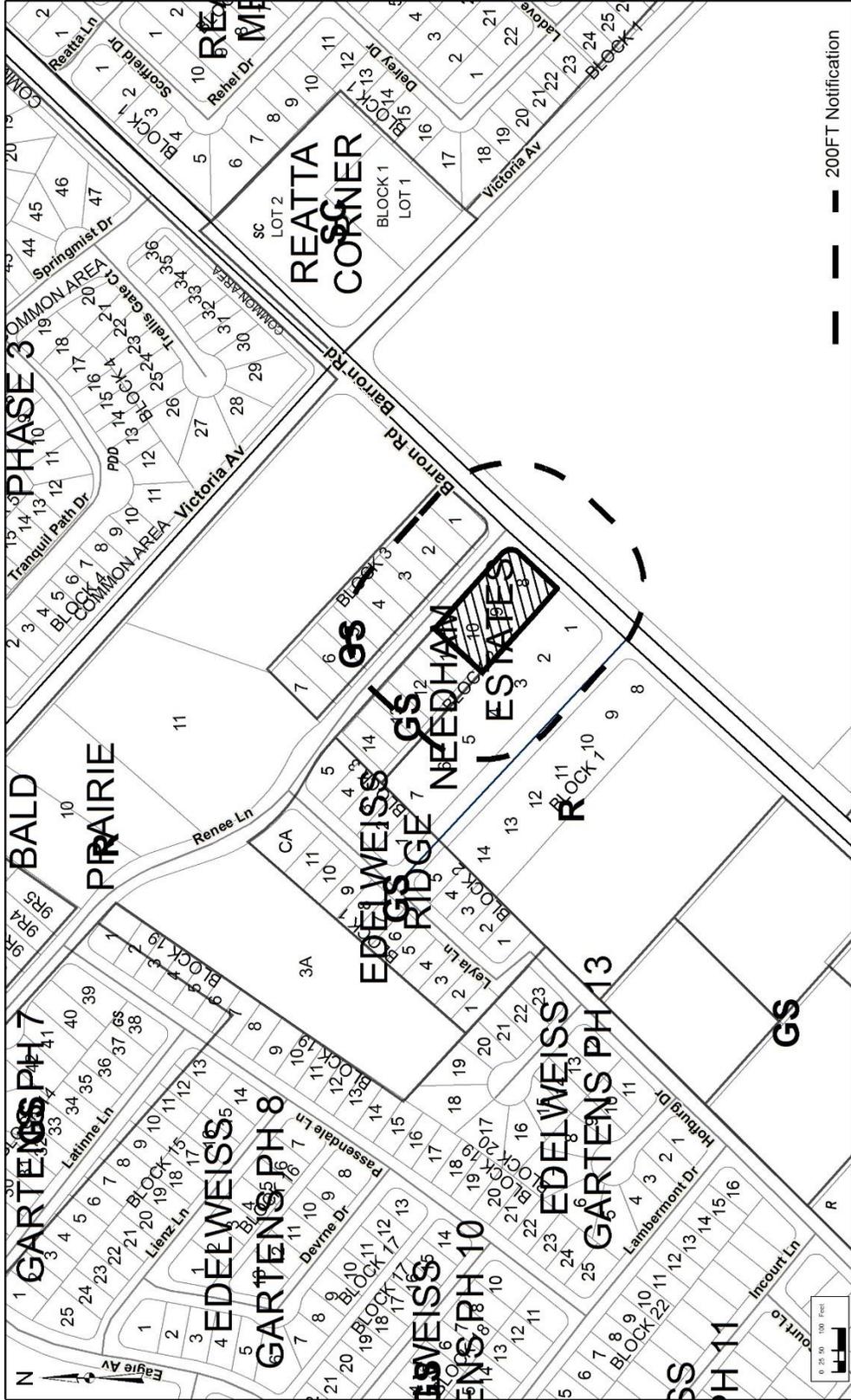
Case: 14-260

2468 BARRON RD

REZONING



DEVELOPMENT REVIEW



Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RE	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
RS	General Suburban	O	Office	M-1	Heavy Industrial	NG-2	Transitional Northgate
GS	Single Family Residential	SC	Suburban Commercial	M-2	College and University	NG-3	Residential Northgate
R-1B	Single Family Residential	CI	Commercial-Industrial	C-U	Research and Development	OV	Corridor Overlay
D	Duplex	BP	Business Park	R&D	Planned Mixed-Use Development	RDD	Redevelopment District
T	Townhouse			P-MUD		KO	Krenek Tap Overlay

--- 200FT Notification

 <p>DEVELOPMENT REVIEW</p>	<p>2468 BARRON RD</p> <p>Case: 14-260</p> <p>REZONING</p>
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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GS GENERAL SUBURBAN FOR 0.88 ACRES BEING LOTS 8, 9, AND 10, BLOCK 2, NEEDHAM ESTATES AS RECORDED IN VOLUME 276, PAGE 301 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, LOCATED AT 2468 BARRON ROAD, MORE GENERALLY LOCATED AT THE NORTHWEST CORNER OF RENEE LANE AND BARRON ROAD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B", 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 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 18th day of December, 2014

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

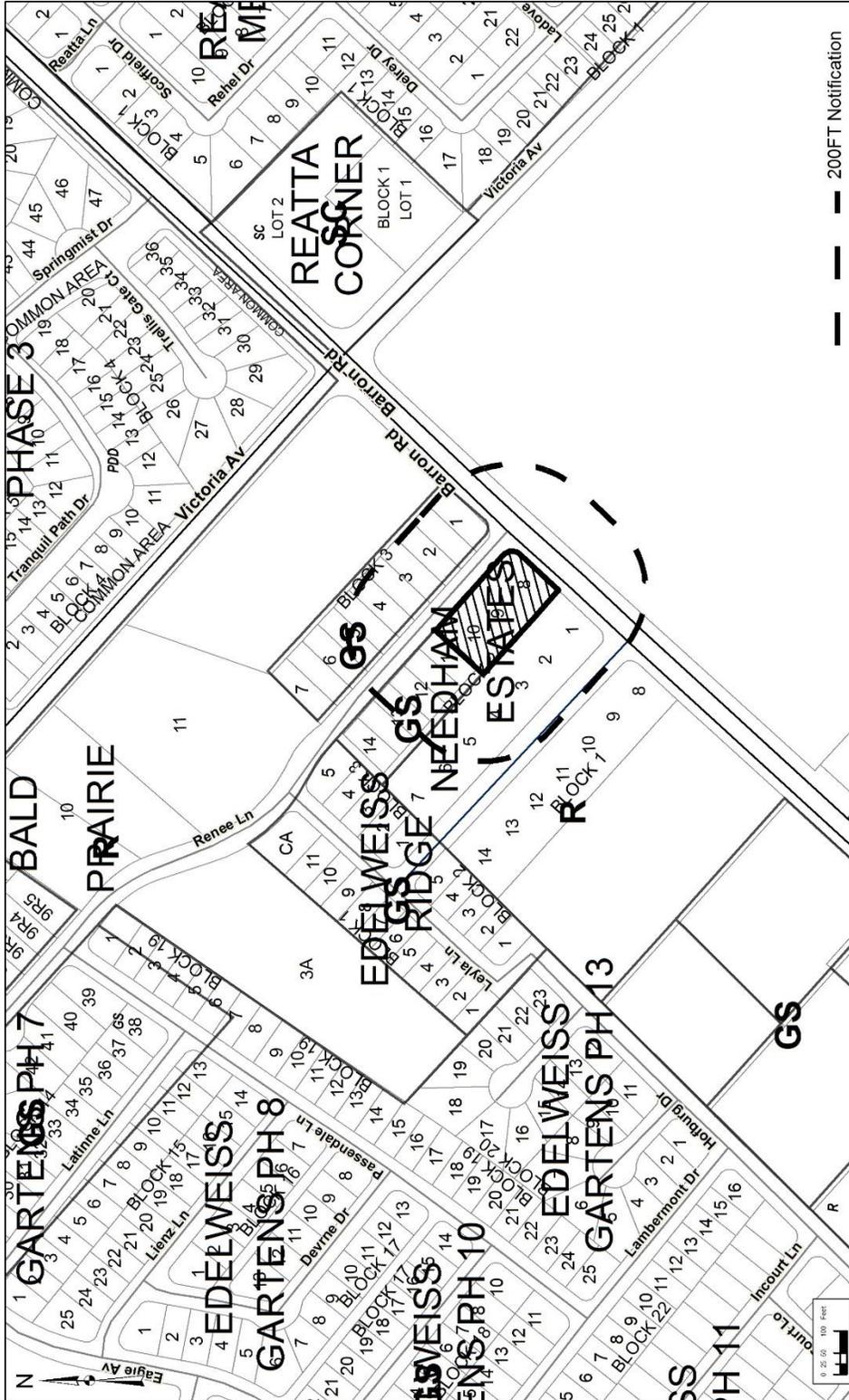
EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property as described by the legal description is rezoned from R Rural to GS General Suburban:

Needham Estates, Block 2, Lots 8, 9, and 10, as recorded in volume 276, page 301 of the Official Records of Brazos County, Texas.

EXHIBIT "B"



Zoning Districts

R	Rural	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	C-U	College and University	OV	Corridor Overlay
T	Townhouse	R-D	Research and Development	RDD	Redevelopment District
		P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

	DEVELOPMENT REVIEW	2468 BARRON RD	Case: 14-260	REZONING
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Legislation Details (With Text)

File #:	14-884	Version:	1	Name:	Regal Row and Castlebrook No Stopping, Standing, or Parking
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	12/2/2014	In control:		In control:	City Council Regular
On agenda:	12/18/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime to remove stopping, standing, and parking along Regal Row and Castlebrook Drive.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Park Removal Ordinance - Regal Row & Castlebrook Drive.pdf Regal Row & Castlebrook Drive.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime to remove stopping, standing, and parking along Regal Row and Castlebrook Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: In August of 2014, citizens contacted the City of College Station concerned about the loading and unloading of College Station Middle School students along Regal Row and Castlebrook Drive. A primary concern was the ability to see pedestrians crossing the street at the intersection of Regal Row and Castlebrook Drive. An additional concern was the ability for emergency vehicles to respond to emergencies along Regal Row during school pick-up and drop-off periods.

Based upon the observations of the fire department, police department, and traffic engineering, the city presented a no stopping, standing, or parking ordinance to the residents along Regal Row and Castlebrook Drive. At the public meeting on November 24, 2014, organized by the Williams Court Homeowner's Association, 15 residents were in support of this ordinance. There were zero residents in attendance that opposed this ordinance.

Based upon the need for emergency vehicle access and the need to see pedestrians at the intersection of Regal Row and Castlebrook Drive for their safety, the traffic management team recommends approving this ordinance.

Budget & Financial Summary: The “NO STOPPING, STANDING, OR PARKING” signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, E “PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS”, (1) “TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY 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 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, 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 _____, 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

- 1. Regal Row – on schooldays from 7:00 am until 9:00 am**
 - a. No stopping, standing, or parking on schooldays from 7:00 am until 9:00 am on the southwest side of Regal Row from in front of 3404 Regal Row to in front of 3510 Regal Row.
 - b. No stopping, standing, or parking on schooldays from 7:00 am until 9:00 am on the northeast side of Regal Row from in front of 3503 Regal Row to in front of 3413 Regal Row.
- 2. Castlebrook Drive – on schooldays from 7:00 am until 9:00 am**
 - a. No stopping, standing, or parking on schooldays from 7:00 am until 9:00 am on the southeast side of Castlebrook Drive from Nottingham Drive to Regal Row.
 - b. No stopping, standing, or parking on schooldays from 2:30 pm until 4:30 pm on the northwest side of Castlebrook Drive from Nottingham Drive to Regal Row.
- 3. Regal Row – on schooldays from 2:30 pm until 4:30 pm**
 - a. No stopping, standing, or parking on schooldays from 2:30 pm until 4:30 pm on the southwest side of Regal Row from in front of 3404 Regal Row to in front of 3510 Regal Row.
 - b. No stopping, standing, or parking on schooldays from 2:30 pm until 4:30 pm on the northeast side of Regal Row from in front of 3503 Regal Row to in front of 3413 Regal Row.
- 4. Castlebrook Drive – on schooldays from 2:30 pm until 4:30 pm**
 - a. No stopping, standing, or parking on schooldays from 2:30 pm until 4:30 pm on the southeast side of Castlebrook Drive from Nottingham Drive to Regal Row.
 - b. No stopping, standing, or parking on schooldays from 2:30 pm until 4:30 pm on the northwest side of Castlebrook Drive from Nottingham Drive to Regal Row.



Proposed Locations:

No stopping, standing, or parking on schooldays
along Regal Row and Castlebrook Drive



Legislation Details (With Text)

File #: 14-817 **Version:** 1 **Name:** CIP CAC
Type: Appointment **Status:** Agenda Ready
File created: 10/29/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding appointments to the Capital Improvement Program 2015 Bond Citizen Advisory Committee.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the Capital Improvement Program 2015 Bond Citizen Advisory Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: The Capital Improvement Program Citizen Advisory Committee will help identify and prioritize potential capital improvement projects that will be undertaken by the City through a voter-approved bond issue to be placed on the November 2015 ballot. The committee will have 23 members, who will compose three sub-committees: facilities, transportation, and parks.

Budget & Financial Summary: None

Attachments:



Legislation Details (With Text)

File #: 14-816 **Version:** 1 **Name:** Council appointments
Type: Appointment **Status:** Agenda Ready
File created: 10/29/2014 **In control:** City Council Regular
On agenda: 12/18/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Below is a listing of Councilmembers currently serving on boards. Vacancies that need to be filled are indicated with a “_____”. This is also an opportunity for Councilmembers to consider whether they wish to continue serving on a particular board or if they want to try a new one.

- Arts Council of the Brazos Valley: Steve Aldrich
- Arts Council Ad Hoc Committee : Nancy Berry; Julie Schultz
- Audit Committee: Nancy Berry, Steve Aldrich, Karl Mooney
- Blinn College Brazos Valley Advisory Committee: Nancy Berry
- Brazos County Health Department: Blanche Brick, John Nichols
- Brazos Valley Council of Governments: Nancy Berry
- Brazos Valley Area Communications Taskforce: James Benham
- Bryan/College Station Chamber of Commerce: Julie Schultz
- Budget and Finance: James Benham, John Nichols
- BVSWMA: Nancy Berry
- BVWACS: James Benham
- CEOC Policy Advisory Board: Nancy Berry
- Compensation and Benefits: Blanche Brick, Julie Schultz
- Convention & Visitors Bureau: Karl Mooney, with Julie Schultz as alternate
- Economic Development: Karl Mooney, Julie Schultz
- Intergovernmental Council: Nancy Berry, Blanche Brick, Karl Mooney
- Joint Neighborhood Parking Task Force: Blanche Brick, Julie Schultz

- Lick Creek Park Nature Center Advisory Board: Blanche Brick
- Metropolitan Planning Organization: Nancy Berry
- Research Valley Partnership: Nancy Berry, Karl Mooney, Julie Schultz
- Research Valley Technology Council: James Benham
- RPO Transportation Committee for Council of Governments: Blanche Brick
 - * Bicycle, Pedestrian, and Greenways Advisory Board: Blanche Brick
- Transportation and Mobility: Blanche Brick, John Nichols

Budget & Financial Summary: None

Attachments: