College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final - Amended

City Council Regular

Thursday, July 28, 2016 | **7:00 PM** | **City Hall Council Chambers**

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

Presentation:

• Recognition of the top 10 Business Performance Awards in Brazos County.

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. 16-0451 Presentation, possible action, and discussion of minutes for:
- July 14, 2016 Workshop
- July 14, 2016 Regular Meeting

Sponsors: Mashburn

Attachments: WKSHP071416 DRAFT Minutes
RM071416 DRAFT Minutes

2b. 16-0180 Presentation, possible action, and discussion requesting approval of the proposed FY 2017 Community Development Budget and proposed PY 2016 Annual Action Plan to be submitted to the U. S. Department of Housing and Urban Development as per the

requirement of the Community Development Block Grant and HOME Investment Partnership Program grant.

Sponsors: Eller

Attachments:
Attachment 1 -FY 2017 Proposed Community Development Budget
Attachment 2- FY 2017 Plan Development Process Summary
Attachment 3 - FY 2017 CDBG Public Service Funding Summary & Recommen
Attachment 4 - FY 2017 CDBG Public Facility Funding Summary & Recommenc
Attachment 5 - 2015-2019 Community Development Goals
Attachment 6 - 2016 Income Limits
Attachment 7 - Map
Attachment 8 Community Development Project Descriptions
Attachment 9 - Resolution

2c. 16-0411 Presentation, possible action, and discussion on a bid award for the purchase of electrical substation equipment to Wesco Distribution for $94,260 and Hitachi HVB for $64,940 for a total award amount of $159,200.

Sponsors: Crabb

Attachments: Tabulation

2d. 16-0414 Presentation, possible action, and discussion on an ordinance amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, J “One-Way Streets and Alleyways”, (1) “Traffic Schedule VII - One-Way Streets and Alleyways”, of the Code of Ordinances of The City of College Station, Texas, by making Boswell Street a One-Way Street all the time.

Sponsors: Rother

Attachments:
Ordinance - Boswell 24-Hour One-Way Street.docx
Map - Boswell 24-Hour One-Way Street.pdf

2e. 16-0415 Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 16300514) with Freese and Nichols, in the amount of $1,379,449 for the design and construction phase services for the Lick Creek Parallel Trunk Line Project, Phases I & II; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors: Harmon

Attachments:
Lick Creek Trunk line project location.pdf
LC Parallel Trunk Line DRR.pdf

2f. 16-0416 Presentation, possible action, and discussion on the bid award for an annual blanket order for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets to Knife River for $1,397,500 and Brazos Paving, Inc. for $427,000. The total annual not to exceed expenditure is $1,824,500.

Sponsors: Harmon

Attachments: bid #16-081 tabulation.pdf

2g. 16-0417 Presentation, possible action, and discussion regarding construction contract (Contract No. 16300487) with Restocon Corporation, in the amount of $326,905 for concrete and masonry repairs to the Northgate Parking Garage.

Sponsors: Harmon

Attachments: ITB 16-086 tabulation.pdf

NG Parking Garage Location Map.pdf

2h. 16-0418 Presentation, possible action, and discussion on 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 Langford Street and Boswell Street.

Sponsors: Rother

Attachments: Ordinance - No Park, Stand, Stop near South Knoll Elementary.docx

Map - No Park, Stand, Stop near South Knoll Elementary.pdf

2i. 16-0423 Presentation, possible action, and discussion regarding an annual water meter purchase contract with National Meter & Automation, Inc. for a maximum annual amount of $463,000.

Sponsors: Coleman

Attachments: Bid tabulation 16-073

2j. 16-0424 Presentation, possible action, and discussion regarding construction contract 16300454 with Smith Pump Company in the amount of $82,291 for the rehabilitation of Transfer Pump number three.

Sponsors: Coleman

Attachments: Smith Pump Contract 16300454

2k. 16-0443 Presentation, possible action, and discussion on the first renewal of the annual price agreement (ITB 15-046) with ProSTAR Industries

for the purchase of janitorial supplies not to exceed $65,000.

Sponsors: Leonard

Attachments: Bid 15-046 Annual Janitorial Supplies Ren1-signed

2l. 16-0444 Presentation, possible action, and discussion regarding approval of a Resolution setting a public hearing to consider for the imposition of Roadway Impact Fees.

Sponsors: Gibbs

Attachments: 15A RES hearing IF Roadway

2m. 16-0445 Presentation, possible action, and discussion regarding approval of a Resolution setting a public hearing date to consider the imposition of water and wastewater impact fees.

Sponsors: Gibbs

Attachments: 15B RES hearing w-ww IF

2n. 16-0430 Presentation, possible action, and discussion on an ordinance authorizing a General and Special Election to be held on November 8, 2016, for the purpose of electing a Mayor and City Councilmember, Place 2, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember, Place 4, and to fill a vacancy for the one year remainder of the unexpired term of office of Councilmember, Place 3, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. Presentación, posible acción y discusión sobre una ordenanza autorizando Elecciones Generales y Especial para celebrarse el 8 de noviembre de 2016, con el propósito de elegir a un Alcalde y a un Miembre del Consejo, Puesto número 2, y para llenar una vacante para los dos año resto del mandato que quede del mandato de concejal, puesto 4, y para llenar una vacante para el un año resto del mandato que quede del mandato de concejal, puesto 3, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para dirigir las elecciones.

Sponsors: Mashburn

Attachments: ORD Ordering General & Special Election (1)

ORD Ordering General & Special Election (2) Spanish

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. 16-0437 Public Hearing, presentation, possible action, and discussion on Budget Amendment #2 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of $628,873 and decrease the net personnel FTE count by 5.0; and presentation, possible action and discussion on interdepartmental and contingency transfers totaling $378,266.

Sponsors: Leonard

Attachments: FY16 BA #2 List FINAL

FY16 Budget Amendment #2 Ordinance

2. 16-0441 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 R Rural to PDD Planned Development District for approximately 6.078 acres of land lying and being situated in the J.H. Jones survey, Abstract No. 26, College Station, Brazos County, Texas. Said Tract being a portion of a Called 20.5424 acre tract of land as described by a deed to Camwest Traditions LP recorded in Volume 8555, Page 167 of the Official Public Records of Brazos County, Texas.

Generally located at 5068 Raymond Stotzer Parkway, more generally located at the southeast corner of the intersection of Highway 47 Frontage Road and HSC Parkway. Case #REZ2016-000015.

Sponsors: Bombek

Attachments: Background Information

Aerial and Small Area Map

Ordinance

3. 16-0439 Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance" of the Code of Ordinances of the City of College Station, Texas, Articles 1 "General Provisions", 4 "Zoning Districts", 5 "District Purpose Statements and Supplemental Standards", 6 "Use Regulations", 7 "General Development Standards", and 8 "Subdivision Design and Improvements", related to the creation of the WE Wellborn Estate, WRS Wellborn Restricted Suburban, and WC Wellborn Commercial zoning districts in compliance with the Wellborn Community Plan.

Sponsors: Bullock

Attachments: Zoning District Fact Sheets

Redlined Applicable UDO Sections

Wellborn Community Plan Land Use Map

Proposed Zoning Districts Map

Ordinance - Final Version (legal)

4. 16-0442 Presentation, possible action, and discussion regarding an ordinance amending Chapter 2, "Animal Control", Section 4 "Livestock, Birds, Exotic Animals and Wild Animals", of the Code of Ordinances of the City of College Station, Texas related to the creation of the WE Wellborn Estate zoning district in compliance with the Wellborn Community Plan.

Sponsors: Bullock

Attachments: Ordinance

5. 16-0431 Presentation, possible action and discussion regarding appointments to the following boards and commissions:

- Design Review Board

Sponsors: Mashburn

6. 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 July 22, 2016 at 5:00 p.m.

5 4

City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0451	**Version:**	1	**Name:**	Minutes
Type:	Minutes			**Status:**	Consent Agenda
File created:	7/18/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion of minutes for: · July 14, 2016 Workshop · July 14, 2016 Regular Meeting				
Sponsors:	Sherry Mashburn				
Indexes:					
Code sections:					
Attachments:	WKSHP071416 DRAFT Minutes RM071416 DRAFT Minutes				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion of minutes for:
- July 14, 2016 Workshop
- July 14, 2016 Regular Meeting

Relationship to Strategic Goals:
- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:
- July 14, 2016 Workshop
- July 14, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 14, 2016

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs,

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 Thursday, July 14, 2016 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, the College Station City Council convened into Executive Session at 4:31 p.m. on Thursday, July 14, 2016 in order to continue discussing matters pertaining to:

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

- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas

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

- Legal issues related to the imposition of impact fees in College Station's extraterritorial jurisdiction.

The Executive Session adjourned at 5:16 p.m.

3. <u>Take action, if any, on Executive Session.</u>

There was no action required from Executive Session.

4. <u>Presentation, possible action, and discussion on items listed on the consent agenda.</u>

2c: Dave Coleman, Director of Water Services, explained that the City has the option of assessing impact fees in the City and portions of the ETJ. He provided a map of the ETJ areas being considered. He noted this would not have an adverse impact on residents in the ETJ.

2b: David Schmitz, Parks Director, provided some graphics showing the mobile stage. It is fully self-contained and can be pulled with a one-ton vehicle.

2e: David Schmitz, Parks Director, said it is a simple repair and replacement at Brothers Pond. The other pier at Central Park will be demolished, and a new one will be installed.

2i, 2j, 2k: Troy Rother, Traffic Engineer, reported that this is an effort with the school district to centralize the drop-off site and improve safety for the students as they walk to school.

5. <u>Presentation, possible action, and discussion on the Fiscal Year 2017 BVSWMA, Inc. Proposed Budget.</u>

Bryan Griesbach, Executive Director, BVSWMA, Inc., presented the proposed 2017 BVSWMA, Inc. budget. Proposed Budget Revenue is $7,552,080 and the Total Expenses are $8,257,285. The proposed budget also reduces the gate rate for both cities from $21.19 to $20.50 per ton.

6. <u>Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code" of the Code of Ordinances of the City of College Station, Texas by adding Section 10-14 "Use of Wireless Communication Devices While Operating a Motor Vehicle or Bicycle" and providing a severability clause; declaring a penalty; and providing and effective date.</u>

Scott McCollum, Police Chief, stated there are many kinds of distracted driving, and driver inattention while using wireless communication devices is a growing public safety concern. Tonight's proposed ordinance proposes modifications to provide a mechanism of enforcement and deterrence with an objective to reduce injury and property loss due to crashes caused by distracted

driving, and to ultimately save lives. Texas is one of only four states without a law prohibiting all drivers from texting while driving. Efforts to pass a State law prohibiting texting and driving has failed in the past three legislative sessions. The primary reasons have been due to enforcement and privacy concerns. Locally, the Texas A&M Student Senate is supportive of an initiative to restrict use of electronic communication devices. However, they have expressed concern regarding biased student enforcement. The recent City survey has indicated a public desire to restrict electronic communication use while driving.

Council consensus was to direct staff to emphasize "hands free" while the vehicle is moving.

The Workshop was recessed at 6:58 p.m. in order to convene the Regular meeting at its posted time.

Workshop reconvened at 8:44 p.m.

7. Presentation, possible action, and discussion regarding a presentation on Old Wellborn Road.

Jeff Whitaker, Kimley-Horn, reported that there are two CIP projects that impact Old Wellborn. Rock Prairie Road is being widened from Wellborn to Holleman. In addition, Deacon Road is being extended to Wellborn Road. Both of these current projects will impact Old Wellborn. Currently, Old Wellborn is a low traffic generator; however, due to its alignment with the railroad and Wellborn Road, there are traffic operation ad safety concerns. There are four alternative routes being evaluated to provide relief to the intersection of FM 2818 and Holleman: General Parkway, Jones-Butler extension, a combination of both, and the Luther extension. They recommend that Old Wellborn be replaced by General Parkway.

8. Council Calendar

Council reviewed the calendar.

9. 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 items.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, 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, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, YMCA, Youth Advisory Council, Zoning Board of Adjustments,

Councilmember Schultz reported on her trip to Belgium related to "From Texas to Bastogne".

Councilmember Aldrich reported on his trip to Belgium related to "From Texas to Bastogne" and on the RVP.

11. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:19 p.m. on Thursday, July 14, 2016.

_____
Nancy Berry, Mayor

ATTEST:

_____
Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 14, 2016

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs,

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 7:05 p.m. on Thursday, July 14, 2016 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.

Hear Visitors Comments

Jerry Smith, 1501 Coventry Place, requested an addition to rule K(3)(g) of Ordinance 3044, as amended by Ordinance 3215, for the Aggie Field of Honor, to allow for a one foot marker, not to exceed 72 inches in length, when family or double monuments are placed on a minimum of two adjoining standard spaces. Council referred this item to staff.

CONSENT AGENDA

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

- **June 9, 2016 Workshop**
- **June 9, 2016 Regular Meeting**
- **June 23, 2016 Workshop**
- **June 23, 2016 Regular Meeting**

2b. Presentation, possible action, and discussion on rejection of proposals received in response to ITB 15-045 and RFP 16-057 and the approval of Contract #16300480 for the purchase of a new mobile stage for the Parks and Recreation Department in the amount of $160,380.

2c. Presentation, possible action, and discussion of adoption of a Takings Impact Assessment regarding regulating portions of the City's extraterritorial jurisdiction differently in the event impact fees for water and/or sewer service are adopted.

2d. Presentation, possible action, and discussion on a bid award for the annual purchase of single phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is $290,764 to KBS Electrical Dist.

2e. Presentation, possible action, and discussion on construction contracts with Jamail and Smith Construction LP, and EZ Dock of Texas, LP, in a combined amount of $64,922.60, for the demolition of Central Park fishing pier, repair of Brothers Pond fishing pier, and installation of new, ADA compliant, fishing pier at Central Park, Project specifics in summary.

2f. Presentation, possible action, and discussion regarding the approval of Resolution 07-14-16-2f, allowing the Mayor to sign an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) in the amount of $43,500 for the cost participation in the reconstruction of the FM 2818 and FM 60 interchange.

2g. Presentation, possible action, and discussion regarding renewal of the annual blanket order with Brazos Paving Inc. for the purchase of Cement Stabilized Base Rock and Type D Grade Recycled Crushed Concrete Base for an amount not to exceed $816,500.

2h. Presentation, possible action, and discussion on a Standard Form of Construction of contract #16300478, with Jamail & Smith Construction, LP for replacement of A/C chillers at the Police Department for $144,241.23.

2i. Presentation, possible action, and discussion on consideration of Ordinance 2016-3782, amending Chapter 10, "Traffic Code," Section 2 "Traffic Control Devices", (K) "Intersections Controlled by No Right Turn or No Left Turn Signs", Traffic Schedule VIII - "No Right Turn and No Left Turn" of the Code of Ordinances of the City of College Station to prohibit left-turns for northwest bound Holik Street into the Oakwood Intermediate and College View High School driveways and to prohibit left-turns for southeast bound Timber Street into the College View High School driveway.

2j. Presentation, possible action, and discussion of Ordinance 2016-3783, 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 add removal of stopping, standing, and parking along George Bush Drive, Holik Street, Timber Street, Anna Street and Glade Street.

2k. Presentation, possible action, and discussion of Ordinance 2016-3784, amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", I "Thirty-minute parking.", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime", to add a Thirty-Minute parking zone along Holik Street.

2l. Presentation, possible action, and discussion of Resolution 07-14-16-2l, authorizing City staff to negotiate for the purchase of land needed for the Royder Road Expansion Project.

2m. Presentation, possible action, and discussion regarding renewal of Bid 15-052 and approval of an annual blanket order with BWI Companies, for an amount not to exceed $95,194.40, for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, infield material, grass seed, and turf amendments.

2n. Presentation, possible action, and discussion on the Brazos County Joint Bid 2013-52, Contract No.13-323 contract renewal with Knife River Corporation the annual purchase of Type II, FGSMA Hot Mix Asphalt not to exceed $526,000.

2o. Presentation, possible action, and discussion regarding the award of contracts for temporary staffing services to Spherion Staffing (primary contract) in an amount not to exceed $380,000, and to Kelly Services (secondary contract) in an amount not to exceed $80,000; and ratification of FY 16 expenditures for temporary employment services with: (a) Express Services in the amount of $17,588.22, (b) Spherion Staffing in the amount of $35,011.27, and (c) approval of anticipated expenditures with Spherion Staffing in the amount of $21,744.40.

Item 2f was pulled from Consent and not considered.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding approval of Resolution 07-14-16-01, approving the land use assumptions and capital improvement plan for water and wastewater impact fees.

Dave Coleman, director of Water Services, stated that this item is to consider the land use assumptions (LUA) and capital improvements plan (CIP) for citywide water impact fees, and to

consider the land use assumptions and capital improvements plan for citywide and extra-territorial jurisdiction wastewater impact fees. There was general consensus by the water and wastewater IFAC that the LUA and CIP for the water and wastewater impact fees seem reasonable.

Richard Weatherly, Freese and Nichols, clarified the impact fee process.

At approximately 7:28 p.m., Mayor Berry opened the Public Hearing.

Buck Prewitt, 2302 Scotney Ct., urged that Council not price College Station out of the medium income market. This will definitely impact the medium income person – the workers. The need for homes has changed a great deal. There are more of the "worker" homes moving to Bryan and out to the ETJ. There are retired Aggies and families with children wanting to move to College Station, and the costs will be so much greater on starter homes.

There being no further comments, the Public Hearing was closed at 7:33 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 07-14-16-01, approving the land use assumptions and capital improvement plan for water and wastewater impact fees. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding approval of Resolution 07-14-16-02, approving the land use assumptions and capital improvement plan for roadway impact fees.

Jeff Whitaker, Kimley-Horn, clarified the impact fee process and how the projections were derived.

At approximately 7:55 p.m., Mayor Berry opened the Public Hearing.

Buck Prewitt, 2302 Scotney Ct., asked what types of roadways was used in these assumptions. Mr. Whitaker stated that some concrete was used and residential was included as well.

Joe Guerra, 2079 Ravenstone Loop, said this is a big number. One option is to go back to the old land use plan.

There being no further comments, the Public Hearing was closed at 7:59 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 07-14-16-02, approving the land use assumptions and capital improvement plan for roadway impact fees. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3785, 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 approximately 22 acres being all of a called 3.12 acre tract of land and all of a called 18.80 acre tract of land as described as tracts 6 and 7 by a partition deed to Chester Brown recorded in volume 3413, page 228 of the Official Public Records of Brazos County, Texas, generally located at 3451 Barron Cut-Off Road.

Councilmember Schultz recused herself from this item.

Jennifer Paz, Planning and Development, said this request is for 3451 Barron Cut-Off Road and reported that the Planning and Zoning Commission considered this item on June 5, 2016 and voted 6-0 to recommend approval.

At approximately 8:05 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:05 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz abstaining, to adopt Ordinance 2016-3785, 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 approximately 22 acres being all of a called 3.12 acre tract of land and all of a called 18.80 acre tract of land as described as tracts 6 and 7 by a partition deed to Chester Brown recorded in volume 3413, page 228 of the Official Public Records of Brazos County, Texas, generally located at 3451 Barron Cut-Off Road. The motion carried.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3786, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to Urban for approximately 4.74 acres located at 404 Harvey Mitchell Parkway South, generally located at the northwest corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway.

Madison Thomas, Planning and Development, reported that the applicant has requested the proposed amendment to Urban from Suburban Commercial as a step toward permitting a multi-family development on approximately 4.74 acres located at 404 Harvey Mitchell Parkway South.

The Planning and Zoning Commission considered this item on June 16, 2016 and voted 6-0 to recommend approval. Staff recommended denial due to land use and access issues.

Wayne Rife, Titan Valley Park, explained why this site is better suited to residential over commercial. Bill Sisson provided the history of the property and reiterated that residential use was a better use. Timm Baumman, developer, provided the conceptual land use plan.

At approximately 8:35 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:35 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Mayor Berry, the City Council voted three (3) for and four (4) opposed, with Councilmembers Brick, Mooney, Nichols, and Schultz voting against, to adopt Ordinance 2016-3786, amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial to Urban for approximately 4.74 acres located at 404 Harvey Mitchell Parkway South, generally located at the northwest corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway. The motion failed.

5. <u>Adjournment.</u>

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:44p.m. on Thursday, July 14, 2016.

_____
Nancy Berry, Mayor

ATTEST:

_____
Sherry Mashburn, City Secretary

Legislation Details (With Text)

File #:	16-0180	**Version:**	1	**Name:**	FY 2017 CD Budget & PY 2016 Action Plan
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/23/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion requesting approval of the proposed FY 2017 Community Development Budget and proposed PY 2016 Annual Action Plan to be submitted to the U. S. Department of Housing and Urban Development as per the requirement of the Community Development Block Grant and HOME Investment Partnership Program grant.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 1 -FY 2017 Proposed Community Development Budget Attachment 2- FY 2017 Plan Development Process Summary Attachment 3 - FY 2017 CDBG Public Service Funding Summary & Recommendations Attachment 4 - FY 2017 CDBG Public Facility Funding Summary & Recommendations Attachment 5 - 2015-2019 Community Development Goals Attachment 6 - 2016 Income Limits Attachment 7 - Map Attachment 8 Community Development Project Descriptions Attachment 9 - Resolution				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion requesting approval of the proposed FY 2017 Community Development Budget and proposed PY 2016 Annual Action Plan to be submitted to the U. S. Department of Housing and Urban Development as per the requirement of the Community Development Block Grant and HOME Investment Partnership Program grant.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the FY 2017 Community Development Budget and PY 2016 Annual Action Plan.

Summary: At the June 23rd City Council Workshop, staff presented the proposed FY 2017 Community Development Budget and PY 2016 Action Plan. A Public Comment period was available to receive comments or suggested changes to the budget or plan from June 22, 2016 to July 21, 2016. No comments were received by the agenda submittal deadline.

Included in the Plan are goals, objectives, and funding recommendations for projects and programs. Each year, the City is required to submit to the U.S. Department of Housing and Urban Development (HUD) a one-year Action Plan describing projects and activities to be funded with the community development grants received. Action Plan activities must correspond to the 5-Year Consolidated Plan.

HUD requires that the Action Plan and Budget be delivered by August 16, 2016, therefore these are presented prior to the Council's consideration of the overall City budget. The new grant amounts available for PY 2016 includes $983,111 in Community Development Block Grant (CDBG) funds and $372,121 in HOME Investment Partnership Grant (HOME) funds. The budget includes previously programmed but unspent grant funds from current years in the amount of $291,526 in CDBG and $747,466 in HOME, in addition to expected program income in the amount of $33,930 (HOME) to be received from reconstruction loans executed in previous years and recaptured funds from the disposition of the Holleman property in the amount of $2,386,933 (CDBG).

CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences, and/or; (3) meet a particular urgent need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input. The goals and objectives in the 2010-2014 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency and are now being presented to Council for discussion and input.

Historically, the City has utilized these funds for a variety of programs and activities, including: affordable housing programs (homebuyer assistance, security deposit assistance, rehabilitation, leveraged development for new construction, and minor repairs); funding of direct services to low-income families; economic development; code enforcement; acquisition; demolition; and park, street, infrastructure and public facility improvement in low-income areas of the city.

Budget & Financial Summary: See attached financial summaries for the proposed FY 2017 Budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed plans and/or budget

Attachments:
Attachment 1: Proposed FY 2017 Community Development Budget Summary
Attachment 2: Plan Development Summary
Attachment 3: Proposed FY 2017 Public Service Funding Recommendations
Attachment 4: Proposed FY 2017 Public Facility Funding Recommendations
Attachment 5: PY 2015 - 2019 Community Development Goals
Attachment 6: 2016 Median Income Limits
Attachment 7: Map of Eligible Community Development Areas
Attachment 8: Community Development Project Descriptions
Attachment 9: Resolution

Attachment 10: Proposed FY 2017 (PY 2016) Action Plan and Budget - ***Available for Review in CSO***

Attachment 1: FY 2017 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	$102,067	**$121,555	**$223,622**
Acquisition	$0	***$889,687	**$889,687**
Demolition	$10,000	$0	**$10,000**
Interim Assistance	$2,500	$0	**$2,500**
Homebuyer Assistance	$145,502	$185,579	**$331,081**
CHDO	$228,152	$55,864	**$284,016**
CHDO Operating Expenses	$8,960	$18,621	**$27,581**
Construction/Leveraged Development	$259,135	$0	**$259,135**
Housing Services	$0	$20,000	**$20,000**
Rental Rehabilitation	$6,917	$0	**$6,917**
Code Enforcement	$2,602	$63,170	**$65,772**
Tenant Based Rental Assistance	$0	$12,500	**$12,500**
Public Service Agency (See Attachment 3)	*$38,732	$147,466	**$186,198**
Public Facility (See Attachment 4)	$184,424	***$1,978,159	**$2,162,583**
Economic Development	$50,000	***$50,000	**$100,000**
Grant Administration	$0	$233,865	**$233,865**
Recaptured Funds/ Program Income		**CDBG** **HOME**	***$2,386,996** ****$33,930**
Total Community Development Budget			**$4,815,457**

* Carry-over funds represent 4th quarter payments for FY 2016
** HOME Loan proceeds to be utilized for Rehabilitation when realized
*** Includes FY 17 CDBG Grant and anticipated proceeds from sale of Holleman

Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2017

Event	Date
Pre-proposal workshop for agencies	Feb. 15, 2016
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar. 8, 2016
JRFRC proposals due	Mar. 24, 2016
JRFRC Meeting	Apr. 7, 2016 Apr. 14, 2016 Apr. 21, 2016 Apr. 28, 2016 May 5, 2016 May 18, 2016
JRFRC Public Service Agency public hearing	May 18, 2016
30-Day Public Comment Period begins	June 22, 2016
First presentation of Consolidated Plan and Budget to City Council	June 23, 2016
Public hearing to present goal and objectives and public comments regarding the proposed PY 2016 Annual Action Plan (Lincoln Center)	July 5, 2016
30-Day Public Comment Period ends	July 21, 2016
Request council approval by consent agenda of PY 2016 Annual Action Plan and Budget	July 28, 2016
PY 2016 Annual Action Plan due to HUD no later than	Aug. 16, 2016

Attachment 3: FY 2017 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Funding City
Big Brothers Big Sisters of South Texas	Brazos Valley Mentoring Program	$32,000	**$25,606**	Service Delivery Coordinator	College Station
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	$50,000	**$30,000**	Medical Items & Testing Medical Provider	Bryan
Catholic Charities	BV Financial Stability Program	$50,000	**$21,432**	Case Manager, Program Manager, Benefits, Rent/Utility Asst.	Bryan & College Station
Easter Seals East Texas, dba Brazos Valley Rehabilitation Center	Counseling and Case Management Program	$45,000	**$33,750**	Social Worker Contracted Services	College Station
Family Promise of Bryan-College Station	Case Management	$25,000	**$20,000**	Case Management	College Station
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	$39,499	**$32,715**	Therapist, Utilities, Auto, Maintenance	Bryan
Twin City Mission, Inc.	Case Manager/Client Assistance Program	$36,362	**$27,489**	Case Manager, Client Assistance	College Sation
Unity Partners dba Project Unity	Safe Harbour Supervised Visitation Program	$40,000	**$30,000**	Personnel, FICA, Security	College Station
Voices for Children	Court Appointed Special Advocates of BV	$32,715	**$19,755**	Personnel/Salaries Benefits	Bryan
BV Affordable Housing Corporation	BV Financial Fitness Center	$39,145	**$0**		
Heart of Texas Goodwill Industries, Inc.	GoodPath	$39,111	**$0**		
Total		**$428,832**	**$240,747**		

Attachment 4: FY 2017 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Nimitz Street Rehabilitation	$184,424	Funds were utilized in FY 14 for engineering and design of a standard 2-lane local street with sidewalk on Nimitz from Lincoln Avenue to Ash Street. The current street configuration is a substandard rural section and is not centered in the right-of-way and within 5 feet of several single-family dwellings on the western side lots. FY 15 funds will be used to complete easement acquisition and begin construction.
San Saba Sidewalk Construction	$188,578	FY 17 funds will be utilized to construct sidewalks on San Saba. Design was completed in FY 16 with CDBG funds.
Northeast Sewer Trunkline PH1	$1,497,306	Funds from the FY 2107 grant and recaptured funds generated from the sale of the Holleman property will be utilized for design of the upgrade to this trunkline and Phase 1 of the construction.
Georgie K. Fitch Park Improvements	$127,875	FY 17 funds will be used for the design and construction of sidewalks connecting a parking lot throughout the park including the library.
Southwest Parkway North Sidewalks – PH1	$164,400	FY 17 funds will be used for the design of sidewalks construction & improvements to meet ADA requirements and construction of sidewalks included in Phase 1 of the project.
Total	**$2,162,583**	

Attachment 5: PY 2015-2019 Community Development Goals

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Housing - Rehabilitation	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: $75,000	Rental units rehabilitated: 10 Household Housing Unit
2	Rental Housing - Construction	2015	2019	Affordable Housing		Rental Housing Special Needs	HOME: $300,000	Rental units constructed: 50 Household Housing Unit
3	Owner Housing - Rehabilitation/Reconstruction	2015	2019	Affordable Housing		Owner-Occupied Housing	CDBG: $50,000 HOME: $275,000	Homeowner Housing Rehabilitated: 16 Household Housing Unit
4	Owner Housing - Demolition	2015	2019	Affordable Housing Non-Housing Community Development		Owner-Occupied Housing Public Facilities & Infrastructure	CDBG: $50,000	Buildings Demolished: 5 Buildings
5	Rental/Owner Housing - Code Enforcement	2015	2019	Non-Housing Community Development		Rental Housing Owner-Occupied Housing	CDBG: $500,000	Housing Code Enforcement/Foreclosed Property Care: 25000 Household Housing Unit
6	Homeownership - Down Payment Assistance	2015	2019	Affordable Housing		Homeownership	HOME: $500,000	Direct Financial Assistance to Homebuyers: 25 Households Assisted
7	Homeownership - Financial Literacy	2015	2019	Affordable Housing		Homeownership		Other: 375 Other
8	Homeownership - Construction	2015	2019	Affordable Housing		Owner-Occupied Housing Homeownership	CDBG: $400,000 HOME: $400,000	Homeowner Housing Added: 4 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Homelessness - TBRA Security Deposits	2015	2019	Homeless		Rental Housing Homelessness Special Needs	HOME: $125,000	Tenant-based rental assistance / Rapid Rehousing: 375 Households Assisted
10	Homelessness - Outreach and Assessment	2015	2019	Homeless Non-Homeless Special Needs Non-Housing Community Development		Homelessness Special Needs Public Services	CDBG: $10,000	Other: 20 Other
11	Homelessness - Services	2015	2019	Homeless		Homelessness Public Services	CDBG: $70,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
12	Special Needs - Services	2015	2019	Non-Homeless Special Needs		Special Needs Public Services	CDBG: $150,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted
13	Public Services - Health Care Services	2015	2019	Non-Housing Community Development		Special Needs Public Services	CDBG: $350,000	Public service activities other than Low/Moderate Income Housing Benefit: 3600 Persons Assisted
14	Public Services - Youth Services	2015	2019	Non-Housing Community Development		Public Services	CDBG: $110,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
15	Public Services - Senior Services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: $20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
16	Public Services - Domestic Abuse & Neglect	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Special Needs Public Services	CDBG: $80,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted
17	Public Services - Other	2015	2019	Non-Housing Community Development		Public Services	CDBG: $20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
18	Public Facilities - Street Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: $1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25000 Persons Assisted
19	Public Facilities - Sidewalk Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: $500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted
20	Public Facilities - Other Infrastructure	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: $100,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
21	Public Facilities - Park Improvements	2015	2019	Non-Housing Community Development		Public Facilities & Infrastructure	CDBG: $500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20000 Persons Assisted
22	Economic Development - Business Loan Program	2015	2019	Non-Housing Community Development		Economic Development	CDBG: $150,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
23	Economic Development - Job Training	2015	2019	Non-Housing Community Development		Economic Development	CDBG: $50,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted

Goal Descriptions

1	**Goal Name**	Rental Housing - Rehabilitation
	Goal Description	Encourage and facilitate the rehabilitation of rental units.
2	**Goal Name**	Rental Housing - Construction
	Goal Description	Encourage and facilitate the construction of new affordable rental units through nonprofit or for-profit partners. Additional sources of funds include tax credits through the State of Texas and private funds.
3	**Goal Name**	Owner Housing - Rehabilitation/Reconstruction
	Goal Description	Encourage and facilitate maintenance of residential units by low- and moderate-income homeowners through minor repair grants (CDBG) and residential rehabilitation or reconstruction loans (HOME).
4	**Goal Name**	Owner Housing - Demolition
	Goal Description	Encourage and facilitate the removal of dilapidated residential structures and/or address community emergencies.
5	**Goal Name**	Rental/Owner Housing - Code Enforcement
	Goal Description	Utilize code enforcement regulations to maintain the integrity of older neighborhoods. Funds will support Code Enforcement Officer position(s).
6	**Goal Name**	Homeownership - Down Payment Assistance
	Goal Description	Encourage and support programs and projects that provide financial assistance to low- and moderate-income households purchasing existing or new affordable homes.

7	**Goal Name**	Homeownership - Financial Literacy
	Goal Description	Encourage and support programs and projects that provide education and counseling to lower-income homeowners and prospective homebuyers.
8	**Goal Name**	Homeownership - Construction
	Goal Description	Encourage and support programs and projects that construct new housing units for low- and moderate-income homebuyers.
9	**Goal Name**	Homelessness - TBRA Security Deposits
	Goal Description	Preventing homelessness through the provision of assistance for low-income households to secure and sustain safe, decent affordable housing. This is a coordinated effort among affordable housing providers and the City to provide security deposit assistance to eligible households.
10	**Goal Name**	Homelessness - Outreach and Assessment
	Goal Description	Fostering coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. This information may be used to target and improve service provision.
11	**Goal Name**	Homelessness - Services
	Goal Description	Assist homeless persons in meeting health and human service needs; provide training and counseling opportunities to help with the transition to self-sufficiency. This goal will be met through public service provision.
12	**Goal Name**	Special Needs - Services
	Goal Description	Encourage and facilitate organizations that provide social and/or housing services to special needs populations.
13	**Goal Name**	Public Services - Health Care Services
	Goal Description	Encourage and support nonprofit providers of health and dental care to deliver programs to low- and moderate-income families and individuals.
14	**Goal Name**	Public Services - Youth Services
	Goal Description	Encourage and support nonprofit providers of youth services and programs to deliver programs to low- and moderate-income families.

15	**Goal Name**	Public Services - Senior Services
	Goal Description	Encourage and support nonprofit providers of mental health care and substance abuse counseling services to deliver programs to low- and moderate-income families and individuals.
16	**Goal Name**	Public Services - Domestic Abuse & Neglect
	Goal Description	Encourage and support nonprofit providers of domestic abuse and neglect services and programs to deliver programs to low- and moderate-income families.
17	**Goal Name**	Public Services - Other
	Goal Description	Encourage and support nonprofit providers of other public services and programs to deliver programs to low- and moderate-income families.
18	**Goal Name**	Public Facilities - Street Infrastructure
	Goal Description	Rehabilitation and expansion of street infrastructure.
19	**Goal Name**	Public Facilities - Sidewalk Infrastructure
	Goal Description	Rehabilitation and expansion of sidewalk infrastructure.
20	**Goal Name**	Public Facilities - Other Infrastructure
	Goal Description	Rehabilitation and expansion of other infrastructure, including water and sewer lines and flood drain improvements.
21	**Goal Name**	Public Facilities - Park Improvements
	Goal Description	Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
22	**Goal Name**	Economic Development - Business Loan Program
	Goal Description	Rehabilitate and/or develop new spaces for businesses to better realize job creation.

23	**Goal Name**	Economic Development - Job Training
	Goal Description	Support and expand community-wide training and employment activities targeting low- and moderate-income households.

Attachment 6: 2016 Median Income Limits

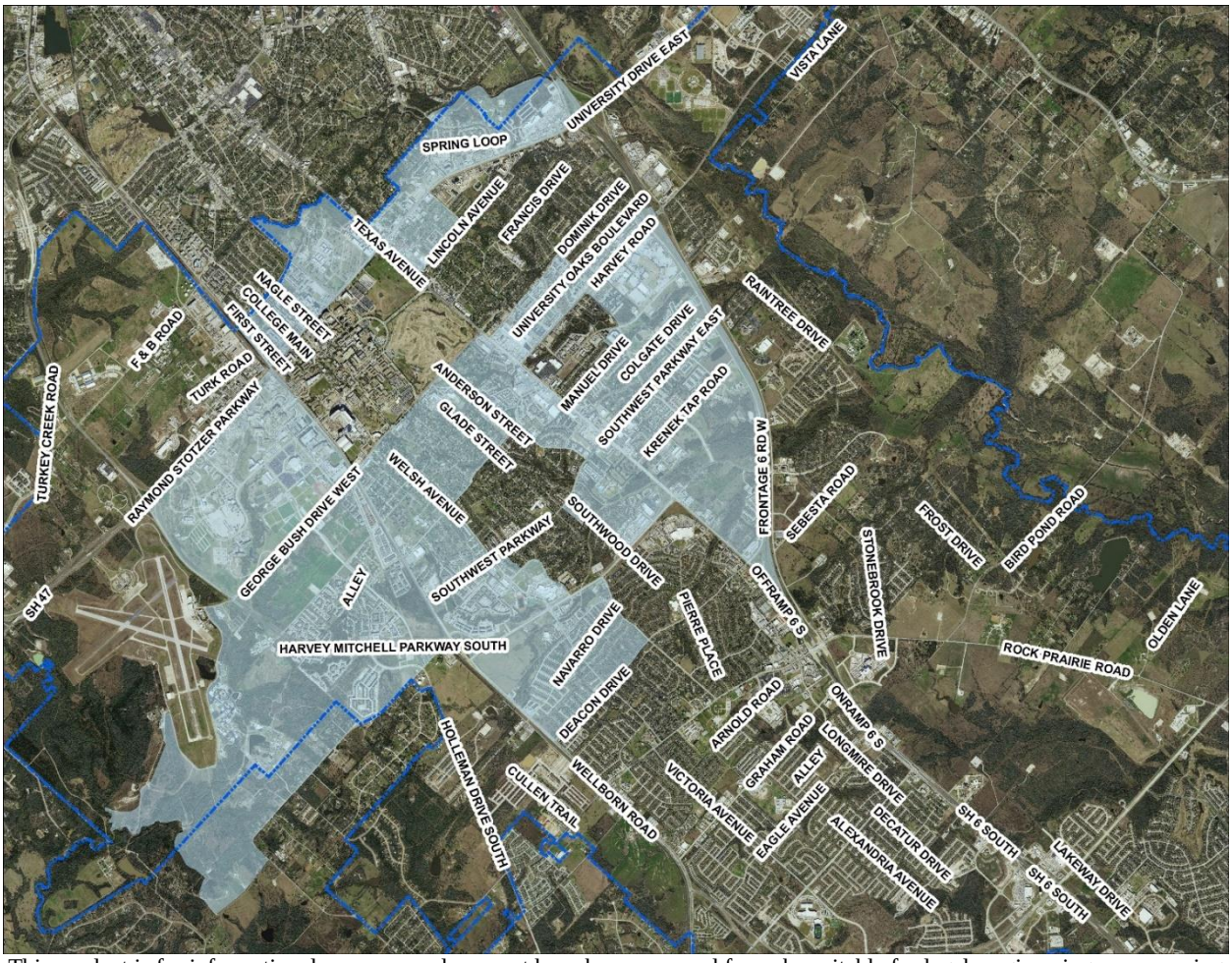
2016 MEDIAN INCOME LIMITS
City of College Station
Community Development

This list supersedes all other lists of prior dates.

Household	60%	80%
1	$24,780	$33,000
2	$28,320	$37,700
3	$31,860	$42,400
4	$35,340	$47,100
5	$38,220	$50,900
6	$41,040	$54,650
7	$43,860	$58,450
8	$46,680	$62,200

The left column (Household) refers to the number of people in the home. The two columns on the right refer to the maximum combined income allowed per year by HUD guidelines in order to qualify for a Community Development program at 60% and 80% of the Area Median Income (AMI).

Attachment 7: Map of Eligible Community Development Areas



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

Attachment 8: Community Development Project Descriptions

Owner-Occupied Housing Assistance
HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction for low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Demolition
CDBG funds will be used for clearance, demolition, and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Interim Assistance
In case of a community emergency affecting the health and safety of residents, CDBG funds will be utilized to address immediate threats and for financial and technical assistance to coordinate clean-up efforts to eligible households.

Homebuyer Assistance
Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans, which include a shared equity component, with HOME funds. Funds will be used for program delivery costs including staff salaries and benefits.

Community Housing Development Organization
HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

CHDO Operating Expenses
HOME funds are allowable for 5% of grant for operating/administration expenses incurred by eligible CHDO to build capacity to carry out current and future CHDO activities.

Construction – Leveraged Development and Non-Profit Partners
HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Housing Services
CDBG funds will be used for costs associated with processing applicants for all HOME housing assistance programs and marketing efforts. Expenses will include staff salaries and benefits and homebuyer/ homeowner counseling program.

Rental Rehabilitation
HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Code Enforcement
CDBG funds will be used for salary and benefits to support code enforcement activities in targeted low-to-moderate income areas in College Station. Two officers in the Community Services Department focus efforts in targeted areas.

Tenant Based Rental Assistance
Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in housing units located in a HTC property located in College Station. Current properties include The Haven Apartments, The Heritage at Dartmouth, and Santour Court. Other eligible properties include Terrace Pines Apartments and Villas of Rock Prairie. CD staff will work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station. CD Staff will also work with BVCAA, which offers affordable rental units to lower-income households in College Station.

Public Services
15% of the City's CDBG fund allocation will be used in partnership with CDBG funds from the City of Bryan to fund non-profit social service agencies in the community. The Joint Relief Funding Review Committee, a Citizen Committee comprised of three members from the City of College Station and three from the City of Bryan, review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low and moderate income residents of College Station and Bryan.

Public Facility
Funds will be used to design, engineer, construct, or rehabilitate streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Economic Development
Funds will be utilized in the establishment of a revolving loan program to spur economic development and create or retain jobs for qualified low- and moderate-income persons.

Program Administration
HOME and CDBG funds will be used for management, planning and administration of the City's PY 2014 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers. The City will utilize administrative funds to provide education to the community regarding Federal Fair Housing laws and affirmatively further fair housing in College Station.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2016 (FY 2017) ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive $983,111 in Community Development Block Grant (CDBG) funds and $372,432 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in Program Year 2016 and has prepared a Program Year 2016 (FY 2017) Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2016 (FY 2017) Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2016 (FY 2017) Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Program Year 2016 (FY 2017) Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required by HUD for all Community Planning and Development Grant Programs for the Program Year 2016 (FY 2017) on behalf of the City of College Station.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 28th day of July 2016.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Legislation Details (With Text)

File #:	16-0411	**Version:**	1	**Name:**	Purchase of Equipment for Greens Prairie Substation Modification, Bid 16-084
Type:	Bid Award			**Status:**	Consent Agenda
File created:	7/6/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on a bid award for the purchase of electrical substation equipment to Wesco Distribution for $94,260 and Hitachi HVB for $64,940 for a total award amount of $159,200.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on a bid award for the purchase of electrical substation equipment to Wesco Distribution for $94,260 and Hitachi HVB for $64,940 for a total award amount of $159,200.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):
Staff recommends award to the lowest responsible and compliant bidders who meet the City's Specifications.

Item A1:	Hitachi HVB	$64,940.00
Item B1:	Wesco Distribution	$94,260.00

Summary:
Three (3) sealed competitive bids were received and opened on June 23, 2016 at 2:00 PM. Electric staff evaluated the bids for compliance to needed specifications. Line items were awarded to lowest bidders meeting specifications, with the Wesco breakers being enhanced to "Option 2" to include additional safety features not included in the basic specifications. Line items were awarded to the lowest bidders for their respective bid items.

Upon Council approval, purchase orders will be issued to the vendors recommended for award.

Budget & Financial Summary:
Funds are currently budgeted in the Electric Capital Improvement Projects Fund.

Attachments:

Bid Tabulation No. 16-084

City of College Station - Purchasing Division
Bid Tabulation for #16-084
"Purchase of Equipment for Greens Prairie Substation Modification"
Open Date: Thursday, June 23, 2016 @ 2:00 p.m.

			Wesco - Option 1	Wesco - Option 2	Hitachi HVB
Item	Qty	Description			
A1	1	Gas Circuit Breaker, SF_6			
		Unit Price	NO BID	NO BID	$53,190.00
		Manufacturer	NO BID	NO BID	Hitachi HVB
		Catalog No.	NO BID	NO BID	145kV/40kA/
		Delivery Time (weeks)	NO BID	NO BID	14-16
		Cost of Assembly, Field Testing, and Vacuum Filling per Unit	NO BID	NO BID	$7,000.00
		Cost of Factory Service Engineer Per Unit	NO BID	NO BID	$4,750.00
		Total Cost Per Unit	NO BID	NO BID	**$64,940.00**
B1	3	Distribution Circuit Breaker			
		Unit Price	$30,694.00	$31,420.00	NO BID
		Manufacturer	ABB	ABB	NO BID
		Catalog No.	MB11440PPMH5KMZ401	MB11440PPMH5KMZ403	NO BID
		Delivery Time (weeks)	22	22	NO BID
		Total Recommended Award	**$92,082.00**	**$94,260.00**	**$64,940.00**
		Bid Certification	Y	Y	Y
		Notes	WITH DRAWINGS LEAD TIME OLD SPECIFICATION (2009) NO WIRE MARKERS	WITH DRAWINGS LEADTIME UPDATED SAFETY ITEMS: CAPACITOR DISCHARGE PUSH-BUTTON TERMINAL BLOCK NEAR MAGNETIC ACTUATOR GASKET AND SEAL PROCEEDURE FOR INTERNAL FAULT/ARC SITUATION	PROMPT PAYMENT DISCOUNT OF 1% IF PAID WITHIN 10 DAYS

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0414	**Version:**	1	**Name:**	Boswell 24 Hour One Way Street
Type:	Ordinance			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, J “One-Way Streets and Alleyways”, (1) “Traffic Schedule VII - One-Way Streets and Alleyways”, of the Code of Ordinances of The City of College Station, Texas, by making Boswell Street a One-Way Street all the time.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	Ordinance - Boswell 24-Hour One-Way Street.pdf Map - Boswell 24-Hour One-Way Street.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, J “One-Way Streets and Alleyways”, (1) “Traffic Schedule VII - One-Way Streets and Alleyways”, of the Code of Ordinances of The City of College Station, Texas, by making Boswell Street a One-Way Street all the time.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The purpose of this ordinance is to make Boswell Street a one-way a street at all times and remove the time-of-day restriction. In June of 2016 the College Station Police Department requested that Traffic Engineering evaluate the potential of making Boswell Street a one-way street at all times.

This ordinance is needed because it is difficult for residents along Boswell to obey the State of Texas Traffic Code under the current ordinance. Under the current time-of-day ordinance, a vehicle that is legally parked facing the direction that traffic flows before 4:30 PM are no longer doing so after 4:30 PM.

To determine which alternative was most acceptable to the residents that live on the street College Station PD went door-to--door acquiring feedback. Of the 8 residents contacted, 3 would rather see the street be two-way, 4 would prefer the street be one-way 24 hours, and 1 did not provide an opinion because they were in the process of moving out. To obtain feedback on the direction of travel and parking removal that would be needed to make two-way operation work during parent pick-up and drop-off time, traffic engineering held a public meeting on July 6, 2016, there were 13 people in attendance at this meeting. Everyone at this public meeting (parents, residents, property owners) preferred one-way traffic with zero parking restrictions as opposed to two-way operation with parking restrictions during parent pick-up and drop-off

times.

Based upon citizen preference, the Traffic Management Team has no opposition to making Boswell Street a one-way street at all times and removing the time-of-day restriction.

Budget & Financial Summary: The signs and pavement markings needed to make this a one-way street at all times are a 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 2 "TRAFFIC CONTROL DEVICES", J "ONE-WAY STREETS AND ALLEYWAYS", (1) "TRAFFIC SCHEDULE VII – ONE-WAY STREETS AND ALLEYWAYS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY MAKING BOSWELL STREET A ONE-WAY STREET, 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 2 "Traffic Control Devices", J "One-Way Streets and Alleyways", "Traffic Schedule VII – One-Way Streets and Alleyways", 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 28th day of July, 2016.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

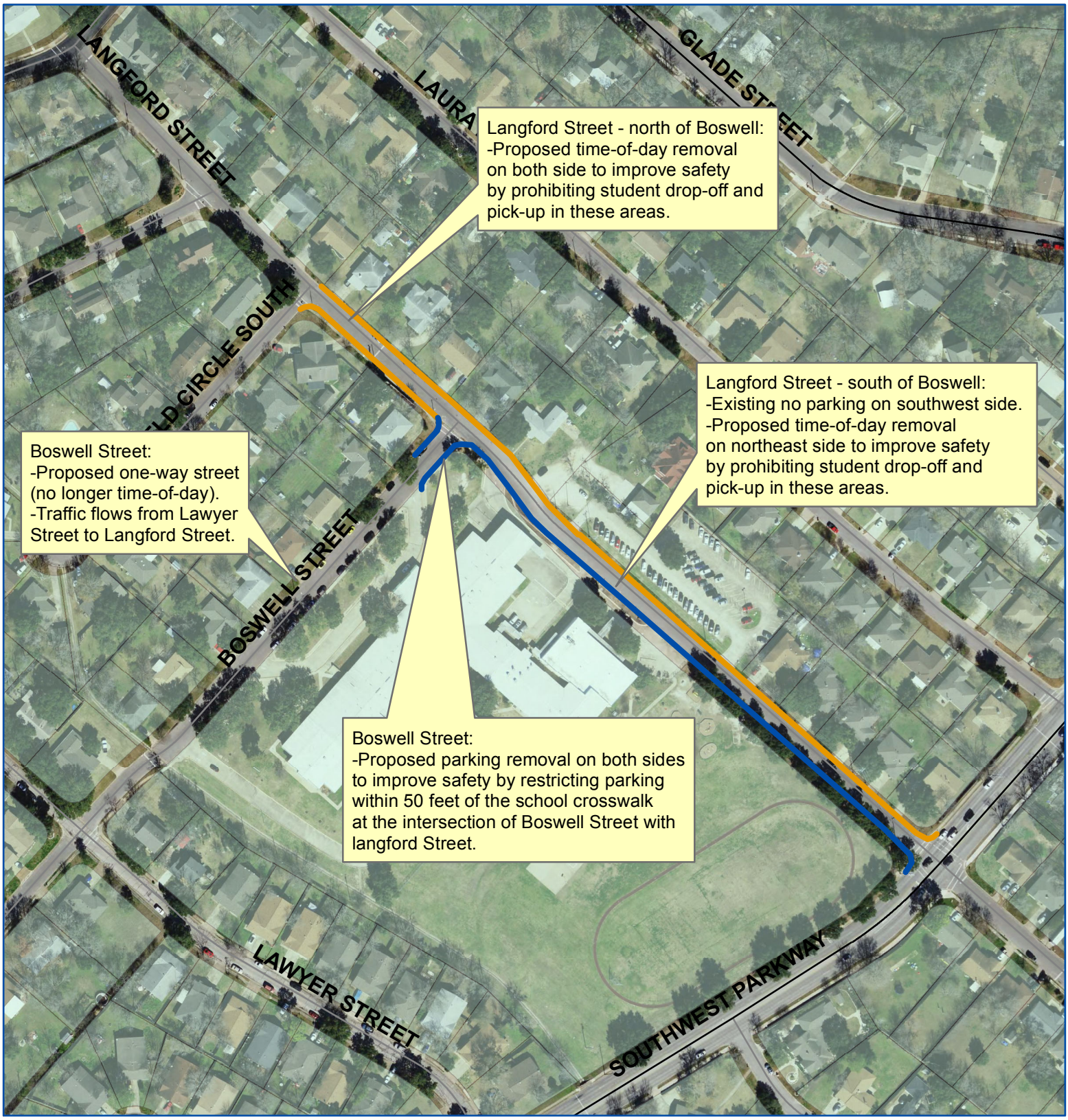
City Attorney

EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", J "One-Way Streets and Alleyways", "Traffic Schedule VII – One-Way Streets and Alleyways", is hereby amended to read as follows:

TRAFFIC SCHEDULE VII ONE-WAY STREETS AND ALLEYWAYS	
1	Alleyways on the south boundary of the Southgate shopping Center. This alleyway shall be signed one-way traveling from Montclair Ave. to Highland St.
2	Williams St. one-way street traveling from Gilchrist Ave. to Francis Dr.
3	Lodge St. one-way street traveling from University Dr to Church Ave.
4	Alleyways on the south of the Promenade Parking Lot. One-way from Boyett St. to Promenade lot.
5	East Tarrow Dr. one-way street traveling from University Dr. to Tarrow.
6	Tarrow Dr. one-way street traveling from E. Tarrow to University Dr.
7	Boswell St. one-way street traveling from Lawyer St. to Langford St.
8	Patricia St. one-way street traveling from College Main to Lodge St. (West bound).

Proposed No Parking, Standing, or Stopping along Langford and a short segment of Boswell



No Parking, Standing, or Stopping, on school days from 7:00 am until 9:00 am and on school days from 2:30 pm until 4:30 pm:

No Parking, Standing, or Stopping ANY TIME:

Legislation Details (With Text)

File #:	16-0415	**Version:**	1	**Name:**	Lick Creek Parallel Trunk Line
Type:	Contract			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 16300514) with Freese and Nichols, in the amount of $1,379,449 for the design and construction phase services for the Lick Creek Parallel Trunk Line Project, Phases I & II; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Lick Creek Trunk line project location.pdf LC Parallel Trunk Line DRR.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 16300514) with Freese and Nichols, in the amount of $1,379,449 for the design and construction phase services for the Lick Creek Parallel Trunk Line Project, Phases I & II; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

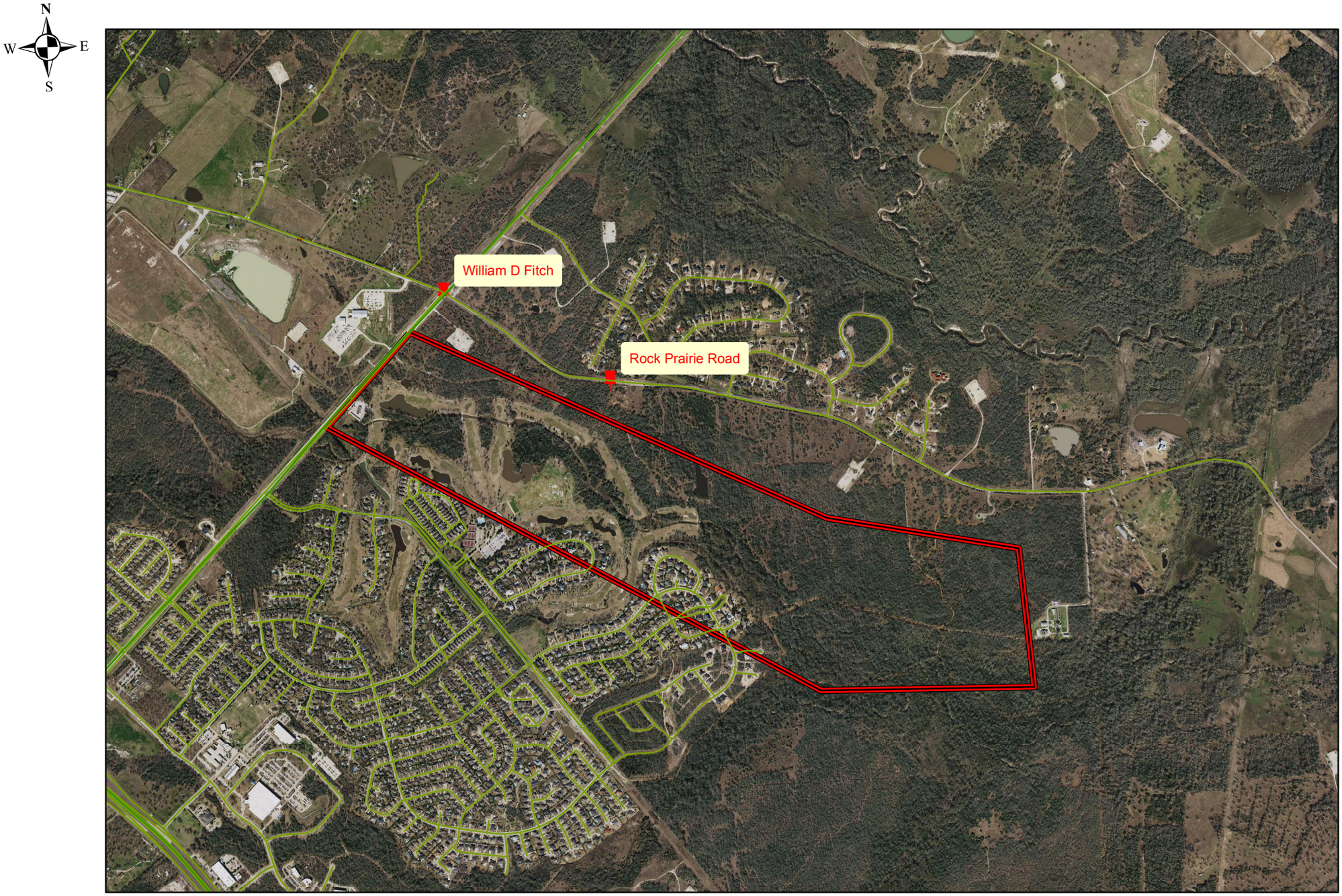
Summary: The scope of this contract is for design and construction phase services of a sewer trunk line to serve the Lick Creek Sewer shed. This project will design a 54-inch pipeline to extend from the Lick Creek Wastewater Treatment plant to SH 40. This line will ultimately replace the existing 18” line serving Pebble Creek and Scott and White Hospital. This project has also been identified in the Wastewater master plan as a need to ultimately divert flow from Carters Creek Treatment plant.

Budget & Financial Summary: Funds in the amount of $3,550,575 are budgeted for Phase I and $5,366,000 are budget for Phase II of this project in the Wastewater Capital Improvement Projects Fund. The “Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” is necessary for this item because the majority of the long term debt has not been issued for the project. The debt for the project is scheduled to be issued in future fiscal years.

Attachments:

1. Contract - On file in the City Secretary’s Office

2. Project Location Map
3. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt



Lick Creek Parallel Trunk Line
Project Location

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $9,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 28th DAY OF July, 2016.

_____
Nancy Berry, Mayor

ATTEST:

_____
Sherry Mashburn, City Secretary (Seal)

APPROVED:

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

Exhibit "A"

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

Lick Creek Parallel Trunk Line Phases I and II
This project consists of the design and construction of a sewer trunk line to serve the Lick Creek Sewershed. This trunk line will extend from the Lick Creek Wastewater Treatment plant to State Highway 40. This line will ultimately replace the existing 18” line serving Pebble Creek and Scott and White Hospital. This project has also been identified in the Wastewater master plan as need to ultimately divert flow from Carters Creek Treatment plant to help with capacity issues.

Legislation Details (With Text)

File #:	16-0416	**Version:**	1	**Name:**	Type D Asphalt Bid Award
Type:	Bid Award			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on the bid award for an annual blanket order for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets to Knife River for $1,397,500 and Brazos Paving, Inc. for $427,000. The total annual not to exceed expenditure is $1,824,500.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	bid #16-081 tabulation.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on the bid award for an annual blanket order for the purchase of Type D Hot Mix Asphalt to be picked up by City Crews for the maintenance of streets to Knife River for $1,397,500 and Brazos Paving, Inc. for $427,000. The total annual not to exceed expenditure is $1,824,500.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the annual blanket orders.

Summary: Invitation to Bid #16-081 received two competitive sealed bids. Knife River was the lowest responsible bidder. The City requested a quotes for semi-annual and annual estimates. Staff has reviewed the bids, and recommends the Knife River be awarded an annual blanket order, and can be renewed for up to two additional one year terms. Knife River bid an estimated 25,000 tons at $55.90 per ton for a total not to exceed amount of $1,397,500.00. Any after hours, or emergency start-up costs will be paid from this not to exceed amount.

Brazos Paving, Inc. is being recommended for an annual blanket order of 7,000 tons at $61.00 for an amount not to exceed $427,000.00. This award will provide an alternate source of Type D Hot Mix when Knife River cannot supply the City's asphalt due to plant downtime. Any after hours, or emergency start-up costs will be paid from this not to exceed amount. This award will also have two possible one year renewal terms.

This blanket order will support the maintenance operations in the Street Maintenance Division. HMAC Type D is the primary material used in the repair of asphalt pavement streets. It is used in both the asphalt base failure repair operations and by the crew of the pothole repair truck. The material needs to be purchase within a 40 mile radius of the City to maintain the optimum temperature of the mix and the proper chemical makeup.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Attachments:

1. Bid Tabulation 16-081

City of College Station - Purchasing Division
Bid Tabulation for #16-081
"Type "D" Hot Mix to be Picked Up by City Crews"
Open Date: Friday, June 17, 2016 @ 2:00 p.m.

				Knife River Corp-South		Brazos Paving, Inc.	
Item	**Estimated Quantity**	**UOM**	**Description**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Semi- Annual Estimates							
1	15,000	tons	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340	$55.90	$838,500.00	$61.00	$915,000.00
Annual Estimates							
2	25,000	tons	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340	$55.90	$1,397,500.00	$61.00	$1,525,000.00
Emergency Requests							
3	1	ton	Emergency requests after 6:00 p.m. (price per ton)	$1,800.00		$1,500.00	

Legislation Details (With Text)

File #:	16-0417	**Version:**	1	**Name:**	Northgate Parking Garage Concrete and Masonry Repairs
Type:	Contract			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding construction contract (Contract No. 16300487) with Restocon Corporation, in the amount of $326,905 for concrete and masonry repairs to the Northgate Parking Garage.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	ITB 16-086 tabulation.pdf NG Parking Garage Location Map.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding construction contract (Contract No. 16300487) with Restocon Corporation, in the amount of $326,905 for concrete and masonry repairs to the Northgate Parking Garage.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project will repair concrete and masonry at numerous locations in the Northgate Parking Garage. Specifically, concrete repairs will be made at columns and a concrete topping will be provided for the slab along exterior walls. Concrete masonry unit (CMU) crack repairs will be made along walls and at anchorage locations. The replacement of brick veneer and repair of deteriorated mortar joints are also included in this work. This project also includes three alternate bids which will repair joint sealant at relief angles, add a floor drain to alleviate a standing water issue and provide some updated pavement markings on the remaining two floors. The need to perform this work was previously identified in the garage condition assessment report from the consulting engineers JQ Engineering, with a condition update performed this year.

Budget & Financial Summary: Budget in the amount of $316,365 is included for this project in the Northgate Parking Garage Fund. A total of $41,714 has been paid or committed to date, leaving a balance of $274,651 for construction. The budget shortage will be offset with a transfer of contingency funds that are budgeted in the Northgate Parking Garage Fund.

Attachments:

1. Contract No. 16300487 (on file with the City Secretary)
2. Bid Tabulation ITB #16-086
3. Project Location Map

City of College Station - Purchasing Division
Bid Tabulation for #16-086
"Northgate Parking Garage Repairs, Concrete Masonry"
Open Date: Friday, July 1, 2016 @ 2:00 p.m.

				Dudley Construction Ltd. (College Station, Tx.)		Loumos LLC (Stafford, Tx.)		Restocon Corporation (Houston, Tx.)		Restoration Services, Inc. (Houston, Tx.)		Structural Assurance (Mansfield, Tx.)	
ITEM	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
BASE BID													
1	1	LS	Mobilization/De-mobilization	$16,389.22	$16,389.22	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$4,500.00	$4,500.00	$84,000.00	$84,000.00
2	1	LS	General Conditions	$43,633.38	$43,633.38	$8,000.00	$8,000.00	$5,661.17	$5,661.17	$29,000.00	$29,000.00	$15,000.00	$15,000.00
3	1,500	LF	Joint Sealant - Slab	$5.49	$8,235.00	$4.00	$6,000.00	$4.27	$6,405.00	$3.40	$5,100.00	$24.00	$36,000.00
4	900	LF	Joint Sealant - Wall	$7.27	$6,543.00	$9.00	$8,100.00	$4.63	$4,167.00	$4.50	$4,050.00	$26.00	$23,400.00
5	500	LF	Joint Sealant - New	$7.27	$3,635.00	$8.00	$4,000.00	$5.04	$2,520.00	$4.50	$2,250.00	$26.00	$13,000.00
6	1,185	CF	Concrete Topping - New	$187.55	$222,246.75	$15.00	$17,775.00	$191.57	$227,010.45	$385.00	$456,225.00	$87.00	$103,095.00
7	8	CF	Concrete Repair - Vertical	$727.10	$5,816.80	$125.00	$1,000.00	$320.86	$2,566.88	$450.00	$3,600.00	$738.00	$5,904.00
8	550	LF	Masonry Joints - Repoint	$12.93	$7,111.50	$18.00	$9,900.00	$9.00	$4,950.00	$8.00	$4,400.00	$43.00	$23,650.00
9	270	SF	Masonry - Remove/Repair and Recoat	$6.06	$1,636.20	$24.00	$6,480.00	$50.50	$13,635.00	$3.75	$1,012.50	$50.00	$13,500.00
10	8	EA	Masonry Clean and Coat	$24.24	$193.92	$135.00	$1,080.00	$846.00	$6,768.00	$15.00	$120.00	$375.00	$3,000.00
11	1	LS	Masonry - Repair on East Elevation, Southeast Entrance	$767.50	$767.50	$17,000.00	$17,000.00	$6,048.00	$6,048.00	$475.00	$475.00	$16,700.00	$16,700.00
12	30	SF	Masonry - Deteriorated	$282.76	$8,482.80	$180.00	$5,400.00	$118.00	$3,540.00	$175.00	$5,250.00	$156.00	$4,680.00
13	25	EA	Masonry - Repair at Bond Beam	$69.48	$1,737.00	$290.00	$7,250.00	$170.00	$4,250.00	$43.00	$1,075.00	$275.00	$6,875.00
14	45	EA	Pavement Markings - Repairs	$56.55	$2,544.75	$150.00	$6,750.00	$35.30	$1,588.50	$35.00	$1,575.00	$130.00	$5,850.00
15	18	EA	Steel - Clean and Coat	$126.03	$2,268.54	$250.00	$4,500.00	$340.00	$6,120.00	$78.00	$1,404.00	$747.00	$13,446.00
			TOTAL BASE BID - ALL ITEMS	$331,241.36		$118,235.00		$310,230.00		$520,036.50		$368,100.00	
BID ALTERNATE ITEMS													
1A	1	LS	Joint Sealant at Relief Angles	$6,217.55	$6,217.55	$16,500.00	$16,500.00	$6,976.00	$6,976.00	$3,848.00	$3,848.00	$15,522.00	$15,522.00
2A	1	LS	Add Floor Drain, First Floor	$9,245.58	$9,245.58	$13,250.00	$13,250.00	$6,176.00	$6,176.00	$8,000.00	$8,000.00	$18,025.00	$18,025.00
3A	1	LS	Pavement Markings on Level 2 and 3	$11,735.46	$11,735.46	$27,500.00	$27,500.00	$3,523.00	$3,523.00	$7,262.50	$7,262.50	$12,350.00	$12,350.00
4A	1	LS	Touch up Paint on Mural, South Wall	$8,078.94	$8,078.94	$4,750.00	$4,750.00	$4,521.00	$4,521.00	$5,000.00	$5,000.00	$8,600.00	$8,600.00
			ALTERNATE BID ITEMS - TOTAL ADD OR DEDUCT	$35,277.53		$62,000.00		$21,196.00		$24,110.50		$54,497.00	
			Bid Certification	Y		Y		Y		Y		Y	
			Bid Bond	Y		Y		Y		Y		Y	
			Addendum Acknowledged	Y		Y		Y		Y		Y	

NOTES:
Loumos LLC-has withdrawn their bid for material reasons.

Northgate Parking Garage
Project Location Map
Parking
Garage
College Main St
Wellborn Rd
University Dr
N
E
S
W

Legislation Details (With Text)

File #:	16-0418	**Version:**	1	**Name:**	South Knoll Elementary Area Parking Removal
Type:	Ordinance			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on 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 Langford Street and Boswell Street.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	Ordinance - No Park, Stand, Stop near South Knoll Elementary.pdf Map - No Park, Stand, Stop near South Knoll Elementary.pdf				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on 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 Langford Street and Boswell Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The purpose of this ordinance is to remove parking, standing, and stopping along Langford Street and a short segment of Boswell Street near South Knoll Elementary. Residents and property owners along Langford Street requested that the city of College Station evaluate traffic safety along Langford Street during parent pick-up and drop-off at South Knoll Elementary.

Some of the concerns raised by residents, property owners, and parents are the safety of children walking along Langford, the safety of children crossing Boswell at the intersection with Langford, and the mobility of parents that are trying to use the parent pick-up and drop-off areas as directed. Based upon these concerns, traffic engineering prepared a set of potential changes that were presented at a public meeting on July 6, 2016. Those invited to the meeting included parents, affected property owners, and affected residents. There were 13 residents, property owners, and parents in attendance at the public meeting and 5 people provided feedback via email. Based upon this feedback, traffic engineering reduced the amount of parking removal in the proposed plan to that provided within the ordinance by still allowing parking along most of Boswell and not removing any parking along Lawyer. Of the people at the public meeting, approximately 80 percent were property owners and residents were okay with the modified plan. Among the parents, there is concern that the removal of parking will make it more difficult for parents to walk their children into the school during pick-up and drop-off periods.

To improve safety and mobility on streets near South Knoll Elementary, the City of College Station 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 REMOVING PARKING ON LANGFORD STREET AND BOSWELL STREET, 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" and "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 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 28th day of July, 2016.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

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 by removing and deleting the following:

Traveling on	Between	Travel Direction	
1. Langford St.	Southwest Pkwy. and Boswell St.	South	No parking any time
2. Langford St.	Southwest Pkwy. and Boswell St.	South	No parking any time
3. Langford St.	Southwest Pkwy. and Boswell St.	South	No parking any time
4. Langford St.	Southwest Pkwy. and Boswell St.	South	No parking any time
5. Langford St.	Southwest Pkwy. and Boswell St.	South	No parking any time
6. Boswell St.	Langford St. and	East	No parking here to corner

EXHIBIT "B"

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 by adding the following and is to read as follows:

1. **Boswell – Anytime**

   a. Northwest travel direction on northwest side – No stopping, standing, or parking anytime along Boswell Street from 70 feet southwest of Boswell Street to Langford Street.

   b. Northwest travel direction on southwest side – No stopping, standing, or parking anytime along Boswell Street from the school driveway 100 feet southwest of Langford Street to Langford Street.

2. **Langford – Anytime**

   a. Southwest travel direction – No stopping, standing, or parking anytime along Langford Street from Boswell Street to Southwest Parkway.

3. **Langford – On School Days from 7:00 am until 9:00 am.**

   a. Southwest travel direction – No stopping, standing, or parking on school days from 7:00 am until 9:00 am along Langford Street from Ridgefield Circle South to Boswell Street.

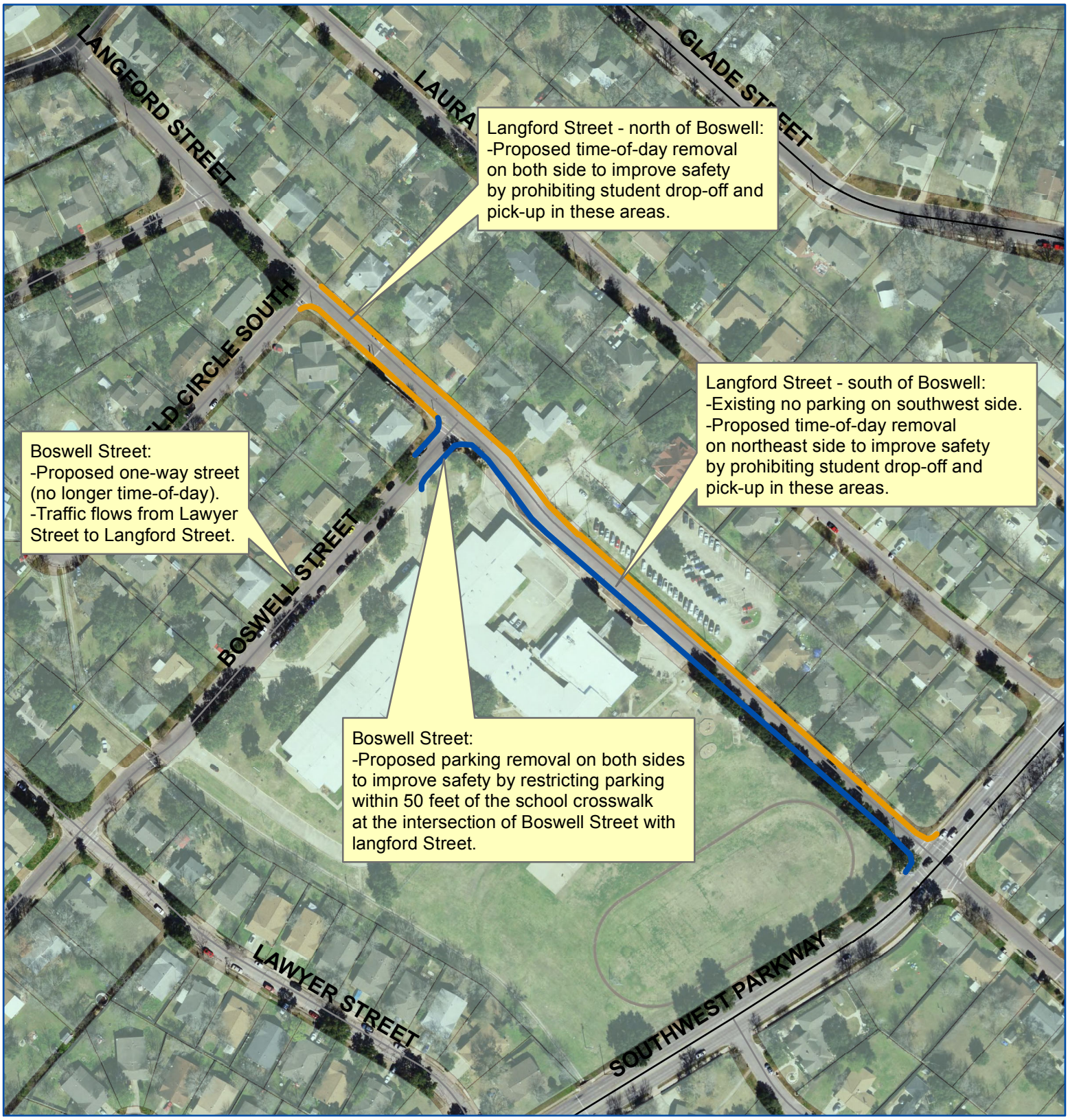
   b. Northwest travel direction – No stopping, standing, or parking on school days from 7:00 am until 9:00 am along Langford Street from southwest parkway to Ridgefield Circle South.

4. **Langford – On School Days from 2:30 pm until 4:30 pm.**

   a. Southwest travel direction – No stopping, standing, or parking on school days from 2:30 pm until 4:30 pm along Langford Street from Ridgefield Circle South to Boswell Street.

   b. Northwest travel direction – No stopping, standing, or parking on school days from 2:30 pm until 4:30 pm along Langford Street from southwest parkway to Ridgefield Circle South.

Proposed No Parking, Standing, or Stopping along Langford and a short segment of Boswell



No Parking, Standing, or Stopping, on school days from 7:00 am until 9:00 am and on school days from 2:30 pm until 4:30 pm:

No Parking, Standing, or Stopping ANY TIME:

Legislation Details (With Text)

File #:	16-0423	**Version:**	1	**Name:**	Water Meters 2016
Type:	Contract			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an annual water meter purchase contract with National Meter & Automation, Inc. for a maximum annual amount of $463,000.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Bid tabulation 16-073				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an annual water meter purchase contract with National Meter & Automation, Inc. for a maximum annual amount of $463,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval of the contract

Summary: This contract will allow Water Services to purchase annually up to 3,600 of the ¾" water meters, and up to 2,200 of the 1" water meters from National Meter & Automation, for a maximum annual cost of $463,000. These are traditional mechanical meters.

For the past six years, we have purchased exclusively electronic water meters from Sensus Corp, to prepare for an eventual automated meter reading system. However, these meters have had issues with register wiring and cracks in the meter body, which are being fixed by Sensus. In the interim, we must purchase some traditional meters to meet the present needs, while the issues with the electronic meters are being resolved. We intend to return to purchasing electronic meters as soon as possible.

National Meter & Automation, Inc. was the lowest responsible bidder that meets College Station Water Services meter specifications. As shown on the attached Bid Tab, four sealed competitive bids were received and opened on May 18, 2016. Two of the bidders, Mueller and RG3, were found to be quoting meters that do not meet the contract specifications. National Meter & Automation, Inc. offers meters at the best value to the city based on price, discounts, delivery terms, and product quality. This price agreement is for a term of one year plus two one-year renewal options.

Budget & Financial Summary: Funds are available and budgeted in the Water/ Wastewater Fund.

Attachments:

Bid Tabulation #16-073

City of College Station - Purchasing Division
Bid Tabulation for #16-073
"Annual Price Agreement for Water Meters"
Open Date: Wednesday, May 18, 2016 @ 2:00 p.m.

				S&J Meter, Inc. (Willis, TX)		Mueller Systems (Cleveland, NC)		National Meter & Automation, Inc. (Centennial, CO)		RG3 Meter Company (Longview, TX)	
ITEM	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	3600	Each	5/8" x 3/4" Direct Read Meter	$88.00	$316,800.00	$48.00	$172,800.00	$51.00	$183,600.00	$43.04	$154,944.00
			Manufacturer	Kamstrup Flow IQ 2100		Hersey 420 Bronze V0GB202		RCDL M25 Disc Meter		RG3 PD07GPP	
2	2200	Each	1" Meter	$194.00	$426,800.00	$117.50	$258,500.00	$127.00	$279,400.00	$127.27	$279,994.00
			Manufacturer	Kamstrup Flow IQ 3101		Hersey 452 V0KS202		RCDL M70 LL Disc Meter		RG3 PD10GBP	
			TOTAL	**$743,600.00**		**$431,300.00**		**$463,000.00**		**$434,938.00**	
			Prompt Payment Discount	2%		2%		NA		NA	
			Total w/ Prompt Payment Discount Applied	728,728.00		422,674.00		NA		NA	
			Delivery	60 Calendar Days ARO		Ships 30 Days ARO		40-58 Calendar Days ARO		45 Calendar Days ARO	

NOTES:

S&J Meter, Inc: Meters include a 21 year accuracy warranty.

RG3 Meter Company: Bidder miscalculated the total price for Bid Items 1 and 2 and the Grand Total. The highlighted totals above are correct.

Aqua Metric Sales Company: No-bid

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0424	**Version:**	1	**Name:**	Transfer Pump 3 rehab
Type:	Contract			**Status:**	Consent Agenda
File created:	7/8/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding construction contract 16300454 with Smith Pump Company in the amount of $82,291 for the rehabilitation of Transfer Pump number three.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Smith Pump Contract 16300454				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding construction contract 16300454 with Smith Pump Company in the amount of $82,291 for the rehabilitation of Transfer Pump number three.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval.

Summary: Transfer Pump 3 (TP03) is one of four Transfer Pumps the City owns and operates as part of the Sandy Point Pump Station. Transfer Pumps are a critical part of the water production process, as they deliver semi-treated water from the well field to the Dowling Road Pump Station for final treatment and distribution to our customers.

TP03 has been in-service for almost twenty years and while the pump performance has been acceptable, routine inspections revealed significant corrosion on the above-water components of the vertical turbine pump assembly, which indicates rehabilitation is prudent at this time.

This project will provide complete tear-down inspection of the pump and measure mechanical fits and seal fit finishes for equipment components and ensure replacement parts meet, or exceed OEM requirements. This completed work will return TP03 to “like new” condition and should ensure the reliable performance of TP03 for at least another decade.

Sealed competitive bids were solicited for this repair work through ITB 16-079 and it was determined that Smith Pump Company was the lowest responsive bidder. The contract cost of $82,291 is reasonable, and staff recommends the contract be approved.

Budget & Financial Summary: Funds have been budgeted through the SLA process for this work and are available within the Water Services operating budget to complete this project.

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Attachment:
Contract 16300454

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ADDENDUM # 2
BID # 16-079

Date: June 23, 2016

To: All Interested Parties

From: Brandi Whittenton, Buyer

Re: **Bid # 16-079 – Rehabilitation of Transfer Pump #3**

The following additions, deletions or clarifications to Bid # 16-079 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

SPECIFICATION CHANGES

This addendum addresses the approval of Gould's as an additional manufacturer as a Substitute or "or equal" item per the specifications section 12.0. There is also an updated Contractor's Proposal sheet that shall replace the original proposal sheet.

BID OPENING DATE CHANGE

The timeline to submit a bid has been extended to **June 29, 2016 at 2:00 PM CST**.

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 2 is hereby acknowledged

Jen Brown
Authorized Signature

6/28/16
Date

SMITH PUMP COMPANY
Company Name

Bid amount shall include all costs to furnish all labor, services, materials, tools and necessary equipment for the completion of the Rehabiliation of Transfer Pump #3 Modifications Project and to perform the work required for the project in strict accordance with the plans, specifications and contract documents.

**Please type or write legibly in blue/black ink, do not leave blanks or round totals and initial all corrections.*

ITEM	QTY	UNIT	Description	UNIT PRICE	Total Price
1	1	LS	Mobilize crew and crane to pull TP#3 motor and pump assembly	$	$
2	1	LS	Disassemble entire pumping assembly (Column and Pump). Match mark all parts. Clean all parts for inspection, Measure and record mechanical fits and seal fit surfaces Inspect drive shaft, impellers and bowls for deficientcies. Install new bushings, seals etc... to equal or better OEM components. Replace all fastening hardware with new components and repair pump to like new condition and make ready for installation. Replace column pipe and flanges including new Stainless Steel Hardware. coat column pipe and discharge head with Tnemec 140 epoxy, blue in color.	$	$
3	1	LS	Replace All Stainless Steel Line Shafts	$	$
4	1	LS	Replace All Stainless Steel Shaft Couplings	$	$
5	1	LS	Replace All Wear Ring Bowl Assemblies	$	$
6	1	LS	Replace All Bowl Bearings	$	$
7	1	EA	Replace Stainless Steel Bowl Shaft	$	$
8	1	LS	Replace Bronze Impellers - All	$	$
9	1	EA	Dynamically Balance Impellers	$	$
10	1	LS	Mobilize and Reinstall Pump and Motor	$	$
			TOTAL BASE BID	**$**	
Alt Bid Items					
11A	1	LS	Complete New Pump Assembly must include Stainless Steel Impellers and Wear Rings	$	$
12A	1	EA	New Head Discharge	$	$
13A	1	LS	Stainless Steel Impellers and Stainless Steel Wear Rings for existing pump	$	$
14A	1	EA	New Stuffing Box Assembly w/Bronze bearing	$	$

Total number of calendar days to substantial completion: **112 days**

Proposed (Pre-Approved) Alternate:
Manufacturer/Part No. _____

Number of Addenda is hereby acknowledged:_____

Company Name:_____
Signed By:_____
Printed Name:_____

Revised per addendum 2

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ADDENDUM # 1
BID # 16-079

Date: June 21, 2016

To: All Interested Parties

From: Brandi Whittenton, Buyer

Re: **Bid # 16-079 – Rehabilitation of Transfer Pump #3**

The following additions, deletions or clarifications to Bid # 16-079 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

VENDOR QUESTIONS AND ANSWERS

1. Part 2 – products, 2.2 Materials, Item B. Additional Work, 1a. Flanged Column Pipe: Provide ANSI thread and coupled 20-inch diameter ASTM A-53 steel pipe. The drawing provided with the spec indicates the column pipe, and top bowl discharge is flanged. Are we to provide flanged column pipe or threaded column pipe?

Answer: The City will go with assumptions this is Flanged column pipe.

2. 1d. Top Flanged Column Pipe ASTM A-53 steel pipe with ANSI threads. Are you stating the bottom of the discharge head has a threaded flange and we are to provide a top column pipe with threads to match this flange? Or does the discharge head have a standard flanged end.

Answer: The City will go with the assumption the discharge head has a standard flanged end.

3. What size discharge flange is on top of the pump? The drawing indicates a reducer, diagram does not show diameter.

Answer: See attached bill of materials for this pump for the diameter sizing.

4. Is this required for the repaired pump (if chosen) or for the new pump? Will the test need to be witnessed or non-witnessed? Will the test need to be performed in house or will the test be performed after installation of the pump?

Answer: A repaired pump a pump test would be conducted upon installation of the pump at Sandy Point Pump Station. A new pump should have a factory pump test done to verify it would meet specification which would be non-witnessed. The new pump will also go thru a pump test upon installation at Sandy Point Pump Station.

5. With the location of this pump and when all four (4) pumps are running we are concerned about cavitation. Has this been an issue with this station?

Answer: Traditionally the City does not run all four pump at the same time unless a pump is being test or on a rare occasion of high demand times. In the past the City has not noticed any signs of excessive cavitation when running all four pumps.

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged

Jon P Brown
Authorized Signature

6/28/16
Date

SMITH PUMP COMPANY
Company Name

BJ SERIAL NO.	SHEET	LAST APP. E.C.N. NO	JOB OR CLASS	BILL OF MATERIAL	UNIT SIZE & TYPE	NO. OF UNITS
841 H 0740 —	2 OF 6			TITLE: 20HQO W/L BOWL ASSY.	20HQO-4STG VCT	1
					CUSTOMER: SMITH PUMP CO	PRODUCT CODE: 22-20

LINE NO	REFERENCE NO.	QUANTITY TOTAL	QUANTITY EACH	PART DESCRIPTION	REV LET	PART NO. DRAWING NO.	MTL	NOTE NO.	P S M	PATTERN NO., SIZE, OR MACHINE FROM DRWG. NO.	DR CLASS	SOURCE CODE
1	167		1	BOWL SHAFT		J300130CC	416			2 11/16" X 120 15/16" LG. TOE 2 7/16"		
2	79		1	BOTTOM CASE		329564-JW	MEEH					
3	103		1	BOTTOM CASE BRG		170264-FJ	BRZ			2 11/16"		
4	244		1	SAND CAP		170226-JX	MEEH			2 7/16"		
5			4	IMPELLER LINER		269796-JX	MEEH					
6	176		4	IMPELLER-5 VANE		329562-VE	NI-AL BRZ			CUT TO DIA. RETURN STD#3 U.F.		
7	256		4	SPLIT RING		753646-DJ	316					
8	226		4	IMPELLER LOCKING RING		753647-DJ	316					
9	676		4	IMPELLER KEY			18-8			5/8 SQ X 4 1/2" LG RBE		
10												
11			4	SERIES CASE		329563-UZ	MEEH					
12	243		4	SERIES CASE BRG.		170106-FJ	BRZ					
13												
14	76		1	BYPASS PORT BODY		328402-JW	MEEH					
15	39		1	FLOW ADPT:		170265-JX	MEEH					
16	397		1	SEAL BRG		171404-FJ	BRZ					
17			*	LAMINATED SHIM		172338-CK	302			1/16" THICK. *NOTE: AS NEEDED		
18	428		1	COUP-SHAFT			416			2 7/16"		

STD. B/M NO.	ENG BY GREENWAY	DATE 26 OCT 84	INSPECTION	OUTSIDE	YES	NO	FINAL BM FOR MODULE	YES	NO	GOV'T PRIORITY RATING
	CHK BY	DATE		GOVERNMENT				X		—
	ENG APPR	DATE								ORIGINAL PUMP NO.
	MFT DEPT APPR.	DATE		SOURCE ☐ DESTINATION ☐						—
PAGE 1 OF 1	Q A APPR.	DATE								

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BJ SER. NO.	SHEET	LAST APP. E.C.N. NO.	JOB DR CLASS	BILL OF MATERIAL	UNIT SIZE & TYPE	NO. OF UNITS
841 H 0740	3 OF 6			TITLE: 20HQO w/L BOWL ASSY.	20HQO-ASTG VCF	1
					CUSTOMER: SMITH PUMP Co	PRODUCT CODE: 2.2-20

LINE NO.	REFERENCE NO.	QUANTITY TOTAL	QUANTITY EACH	PART DESCRIPTION	REV. LET.	PART NO. DRAWING NO.	PART NO. MTL.	NOTE NO.	P S M	PATTERN NO., SIZE, OR MACHINE FROM DRWG. NO.	DW CLASS	SOURCE CODE
1	790		1	ALLEN SOCKET HEAD CUP PT. SET SCREW			18-8			1/4-20 X 1/4" LG		
2	454		80	H.H. CAP SCREW			18-8			3/4-10 X 2" LG.		
3	456		1	PIPE PLUG- SQ. HD.			C.I.			1" NPT.		
4	791		3	ALLEN SOCKET HD. CUP PT. SET SCREW			18-8			3/8-16 X 3/8" LG.		
5			16	SOCKET HD. CAP SCREW			18-8			1/2" X 1 1/4 LG.		
6	744		6	"O"-RING GASKET		568283-GS	NITRILE					
7			10	HEX SOCKET SET SCREW CUP PT.			18-8			1/2" X 1/2" LG		
8			16	H.H. CAP SCREWS			18-8			3/4-10 X 3 1/2" LG		
9			16	HEX NUTS			18-8			3/4"-10		
10												
11												
12												
13												
14												
15												
16												
17												
18												

STD. B/M NO.	ENG BY GREENWAY	DATE 26 OCT 80	INSPECTION	OUTSIDE	YES	NO	FINAL BM FOR MODULE	YES	NO	GOV'T PRIORITY RATING
	CHK BY	DATE		GOVERNMENT						ORIGINAL PUMP NO.
	ENG APPR.	DATE		SOURCE ☐ DESTINATION ☐						
	MET. DEPT. APPR.	DATE								
PAGE 2 OF 2	Q.A. APPR.	DATE								

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BJ SER... NO.	SHEET	LAST APP. ECN NO.	JOB DR CLASS	BILL OF MATERIAL	UNIT SIZE & TYPE	NO. OF UNITS
8 41 H 0740 —	4 of 6			TITLE: 20X24½ DISCH. HD.	CUSTOMER: SMITH PUMP CO.	1
						PRODUCT CODE: 22-20

LINE NO.	REFERENCE NO.	QUANTITY TOTAL	QUANTITY EACH	PART DESCRIPTION	REV LET	PART NO. DRAWING NO.	MTL	NOTE NO.	P S M	PATTERN NO., SIZE, OR MACHINE FROM DRWG. NO.	BR CLASS	SOURCE CODE
1			1	DISCH. HEAD		J700058	LCS	1		20X24½"		
2				consisting of:								
3			1	MOTOR RING			LCS			26¼" ODX 11" ID X 1½ PL		
4			1	BRG. PLATE						19⅛" ODX 1½" PL		
5			1	MOUNTING FLG.						36" SQX 20⅛" ID X 1½" PL.		
6			1	COLUMN FLG.						25" ODX 19¼" ID X 1½ PL		
7			~9'	PIPE - P.E.						20" ODX .375 WALL		
8			3	GUSSETS						½"X3"X5"X49" FLAT BAR		
9			1	PIPE - PE						6" STD PIPE		
10			1	COUP			BLACK			½" NPT		
11			1	COUP			"			¼" NPT		
12												
13			1	DISCH. FLG.						20" - 150# F.F. SLIP ON WELD FLG.		
14												
15												
16				1) SP-10 SAND BLAST -		16 mil COATING TDFT.						
17												
18												

STD. B/M NO.	ENG. BY GREENWAY	DATE 26 OCT 84	INSPECTION	OUTSIDE	YES	NO	FINAL BM FOR MODULE	YES X	NO	GOV'T PRIORITY RATING
	CHK. BY	DATE		GOVERNMENT						ORIGINAL PUMP NO.
	ENG. APPR.	DATE		SOURCE ☐	DESTINATION ☐					
	MET. DEPT. APPR.	DATE								
PAGE 1 OF 1	Q.A. APPR.	DATE								

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BJ SERIAL NO.	SHEET	LAST APP. E.C.N. NO.	JOB DR CLASS	BILL OF MATERIAL	UNIT SIZE & TYPE	NO. OF UNITS
841H0740	5 of 6			TITLE 2 7/16" STUFFING BOX	20 HQO-4 STG VCP	1
					CUSTOMER SMITH PUMP CO	PRODUCT CODE

LINE NO.	REFERENCE NO.	QUANTITY TOTAL	QUANTITY EACH	PART DESCRIPTION	REV LET	PART NO. DRAWING NO.	MTL.	NOTE NO.	P S M	PATTERN NO., SIZE, OR MACHINE FROM DRWG. NO.	DR CLASS	SOURCE CODE
1	50		1	STUFFING BOX	A	328413-JX	MEEH			2 7/16" STD.		
2			4	HEX CAP SCREWS			STL.			5/8-11 X 2" LG		
3	111		1	SPLIT GLAND	Ø	170317-FA	BRZ					
4			2	HEX CAP SCREWS			18-8			3/8-16 X 2 1/4 LG.		
5			2	STUDS			BRZ			1/2"-13 X 2 3/4" LG.		
6			2	HEX NUTS			BRZ			1/2-13		
7	236		1	CAGE RING	Ø	170315-FA	BRZ	1		3 7/16" OD X 2 15/32 ID X 1 1/2"		
8				1) SPLIT @ ASSEMBLY								
9	233		1	BEARING		170105-FA	BRZ			3 3/16" OD X 2 7/16" ID X 5 11/16" LG.		
10	747-3		1	"O" RING		568257-GS	NITRILE			5 7/8" ID X .139		
11	742		5	PACKING RINGS						1/2" SQ X 2 7/16" ID		
12	812		1	GREASE CUP						1/4"		
13	811		1	BUSHING			STL.			1/2" NPT X 1/4" NPT		
14	406		1	MOTOR SHAFT			416			2 7/16" X 60 29/32 LG		
15	404		1	HEAD SHAFT			416			2 7/16" X 69 7/16 LG.		
16	407		1	SHAFT COUP			416			2 7/16"		
17	252		1	HEAD SHAFT NUT			BRZ			2 7/16"		
18	266		1	LOCK SCREW								

STD. B/M NO.	ENG BY GREENWAY	DATE 30 OCT 84	INSPECTION	OUTSIDE	YES	NO	FINAL BM FOR MODULE	YES	NO	GOV'T PRIORITY RATING
	CHK. BY	DATE		GOVERNMENT						—
	ENG. APPR.	DATE								ORIGINAL PUMP NO.
	MET. DEPT. APPR.	DATE		SOURCE ☐ DESTINATION ☐						—
PAGE 1 OF 1	Q.A. APPR.	DATE								

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BJ SERIAL NO.	SHEET	LAST APP. E.C.N. NO.	JOB DR CLASS	BILL OF MATERIAL	UNIT SIZE & TYPE	NO. OF UNITS
841 H 0740	6 of 6			TITLE: 20" FLG'D COLUMN	20HQ0-4STGVCH	1
					CUSTOMER: SMITH PUMP	PRODUCT CODE: 22-20

LINE NO.	REFERENCE NO.	QUANTITY TOTAL	QUANTITY EACH	PART DESCRIPTION	REV. LET.	PART NO. DRAWING NO.	MTL.	NOTE NO.	P S M	PATTERN NO., SIZE, OR MACHINE FROM DRWG. NO.	OR CLASS	SOURCE CODE
1			1	COLUMN FLG'D		J500057	LCS			20" X 60" LG		
2				consisting of:								
3			1	COLUMN FLG.						25" OD X 19 1/4" ID X 1 1/2 PL		
4			1	BOWL FLG.						20 1/4" OD X 15 1/4" ID X 1 1/2 PL		
5			1	TAPER						20" OD X 16" OD X .375 WALL X 12" OAL		
6			~4'	PIPE P.E						20" OD X .375 WALL		
7			4	RIBS						1/4 X 4" X 7 3/4" LG		
8			1	HUB						4" OD X 2 3/4" ID X 4 7/8" LG - RAW.		USE 4 1/2" OD & TURN
9			1	BRG.		170097-22	RUB			3 3/16" OD X 2 7/16" ID X 4 3/4" LG		CHICO STOCK
10												
11			1	SHAFT			416			2 7/16" X 60" LG		
12			1	COUP			416			2 7/16"		
13												
14			20	CAP SCREWS			18-8			1" NC X 3 3/4" LG		
15			20	HEX NUTS			18-8			1" NC		
16												
17			1	"O"-RING			RUB			21" ID X .139 DIA.		
18												

STD. B/M NO.	ENG. BY GREENWAY	DATE 26 OCT 84	INSPECTION	OUTSIDE	YES	NO	FINAL BM FOR MODULE	YES	NO	GOV'T PRIORITY RATING
	CHK. BY	DATE		GOVERNMENT				X		—
	ENG. APPR	DATE								ORIGINAL PUMP NO.
	MET. DEPT. APPR.	DATE		SOURCE ☐ DESTINATION ☐						
PAGE 1 OF 1	Q.A. APPR	DATE								

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BID DOCUMENTS

FOR

Rehabilitation of Transfer Pump #3

CITY OF COLLEGE STATION

Home of Texas A&M University®

BID NO. 16-079

DUE DATE: Friday, June 24, 2016 @ 2:00 P.M.

City of College Station, Texas
Purchasing Division – City Hall
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842
979-764-3555
www.cstx.gov

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INSTRUCTIONS TO BIDDERS

1.0 ADVERTISEMENT

Sealed bids addressed to the City of College Station – Purchasing Division will be received for:

Rehabilitation of Transfer Pump #3
Bid Number 16-079

until **2:00 p.m., Friday, June 24, 2016** after which time all qualified bids will be opened and read. Bids received after that time will be returned unopened.

Questions and inquiries about this bid should be submitted in writing via the Q&A feature available through the Online Bidding System at https://brazosbid.cstx.gov/ **.** The deadline for submitting written requests for clarification is **Monday, June 20, 2016 @ 2:00 PM.**

LOCATION AND DESCRIPTION OF PROJECT

The transfer pumps at Sandy Point Pump Station move water from the cooling towers to Dowling Road Pump Station where it is distributed to our customers. These pumps must have certain components serviced on a regular basis to maintain reliability and capacity. Additionally, they are subject to corrosion damage from extended periods of service. It has been approximately ten years since Transfer Pump #3 was serviced. Futher, during our annual inspection of the clear well where it is located, serious corrosion was observed. This proposal is to have the transfer pump removed from the clearwell for dissasembly and inspection. At that time a decision will be made as to what components should be replaced or if it is more judicious to replace the entire pump. **Project Estimate: $130,159.00**

A pre-bid Meeting will be held at 1101 Texas Avenue, City Hall, second floor conference room at **2:00 P.M. on Thursday, June 16, 2016.** This meeting is not mandatory, but attendance is highly recommended.

COPIES OF BIDDING DOCUMENTS

A complete set of Bidding Documents can be downloaded off of the City's website at https://brazosbid.cstx.gov .

Sealed bids shall be clearly marked with the bid number and title and addressed to the City of College Station – Purchasing Division. Bids shall be delivered using one of the following methods:

Hand-deliver to:	**Mail to:**	**Ship to (FedEx, UPS, DHL, etc.):**
1101 Texas Avenue	PO Box 9960	310 Krenek Tap Road
College Station, Texas 77840	College Station, Texas 77842	College Station, Texas 77840

Five (5) percent bid security is required.

END ADVERTISEMENT

2.0 DEFINITION OF TERMS

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

BIDDER - A contractor who submits a Bid directly to the City.
BIDDING DOCUMENTS - the Advertisement, Instructions to Bidders, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).
CITY OF COLLEGE STATION – Same as City.
CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.
CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
CONTRACTOR – The successful Bidder(s) of this bid request.
CITY – The government of the City of College Station, Texas.
SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
SUCCESSFUL BIDDER - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
SUPPLIER – Same as Contractor.

3.0 COPIES OF BIDDING DOCUMENTS

A complete set of Bidding Documents can be downloaded off of the City's website at https://brazosbid.cstx.gov .

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.0 PREBID CONFERENCE

A non-mandatory pre-bid Meeting will be held at 1101 Texas Avenue, City Hall, second floor conference room at **2:00 P.M. on Thursday, June 16, 2016.**

Representatives of the Owner and Engineer will be present to discuss the project. Bidders are highly encouraged to attend and participate in the conference. Owner's Representative will transmit to all prospective bidders of record such Addenda as he considers necessary in response to questions arising at the conference.

5.0 GENERAL BID PROVISIONS

a. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
b. The term "Owner" as used throughout these documents will mean The City of College Station, Texas.
c. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal.
d. Formal advertised bids indicate date and time by which the bids must be received in the Purchasing division. Bids received after that time will be returned unopened to the bidder.
e. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
f. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Division in writing. Owner reserves the right to reject any and all bids by reason of this request.
g. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
h. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Division.
i. All bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
j. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
k. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion

among proposers; 5) Omission of a certified personal or company check as a proposal guarantee (if Bid Bond required); 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; or 9) Failure to complete projects. Owner reserved the right to waive any minor informality or irregularity.

l. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."
m. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.
n. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
o. Contractor must provide audited financial statements, if requested, to the City.
p. Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.
q. No freight or delivery charges will be accepted unless shown on bid.
r. Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
s. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
t. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of College Station. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
u. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
v. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.

w. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.
x. If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

6.0 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

In determining a bidder's qualifications, the following factors will be considered:

A. Work previously completed by the bidder and whether the bidder:

a. maintains a permanent place of business,
b. has adequate plant and equipment to do the work properly and expeditiously,
c. has paid or settled all claims for payment promptly,
d. has appropriate technical experience,
e. has job references for work of similar size and scope to the project bid herein; and
f. satisfactory performance and completion of public, or comparable, projects.

B. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work. The General/Sub-Contractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

7.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. It is the responsibility of each Bidder before submitting a Bid, to:

a. examine the Contract Documents thoroughly,
b. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
c. consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
d. study and carefully correlate Bidder's observations with the Contract Documents, and
e. notify Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.

f. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.

B. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.

C. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

D. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

E. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provide by Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, paragraph 35 Permits and Licenses.

F. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Contract Documents.

8.0 INTERPRETATIONS and ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the City Purchasing Department. Interpretations or clarification considered necessary by Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. Questions received after the deadline for submitting written questions will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City. To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

9.0 BID SECURITY

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of College Station, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security
will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

10.0 CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Agreement. It will be necessary for the Successful Bidder to satisfy City of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

11.0 LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. Failure to meet Substantial or Final Completion dates will result in damages to the city in an amount specified in City's Standard Form of Agreement, Item 23.

12.0 SUBSTITUTE OR "OR EQUAL" ITEMS

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner's Representative at least seventy-two (72) hours prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

13.0 BID FORM

The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Purchasing Department, City of College Station, 1101 Texas Avenue, College Station, Texas 77840.

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.
The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUB-CONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

14.0 SUBMISSION OF BIDS

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder should, prior to filing his Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed, in the described manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16.0 OPENING OF BIDS

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified. Bids received after the specified time of the opening will be returned unopened.

17.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.0 AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 90 days after the day of the Bid opening.

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in City's Standard Form of Agreement, Item 23.

19.0 CONTRACT SECURITY

Paragraph 28 BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

20.0 SIGNING OF AGREEMENT

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. Within 15 days of Council approval, all required Bonds shall be delivered to Owner. A fully executed contract will be presented to Successful Bidder with a City of College Station Purchase Order.

21.0 PERSONAL INTEREST

College Station City Charter Article XII: General Provision; Section 131. No member of the City Council or any officer or employee of the City shall have a financial interest direct or

indirect or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested directly or indirectly in the sale to the City of any land, materials, supplies or services except on behalf of the City as an officer or employee; provided, however, that the provisions of this section shall only be applicable when the stock owned by the officer or employee exceeds one (1) percent of the total capital stock of the corporation. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge expressed or implied of the person or corporation contracting with the City shall render the contract voidable by the City Council or City Manager.

22.0 DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least $1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

“Interested party” means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.

2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

3. The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

****

Report Fraudulent Activity

The City of College Station is committed to deterring fraud and maintaining integrity throughout our organization. Our City Auditor's Office has established a Fraud Hotline to anonymously report what is believed to be unethical behavior by calling (877) 874-8416 or by submitting a report online at www.cstx.alertline.com . The City of College Station's Fraud Hotline extends only to City of College Station municipal government programs or operations. Any activity involving private business or other non-municipal governmental agencies should be reported to the appropriate authorities.

****

CONTRACTOR'S PROPOSAL

Bid amount shall include all costs to furnish all labor, services, materials, tools and necessary equipment for the completion of the Rehabiliation of Transfer Pump #3 Modifications Project and to perform the work required for the project in strict accordance with the plans, specifications and contract documents.

**Please type or write legibly in blue/black ink, do not leave blanks or round totals and initial all corrections.*

ITEM	QTY	UNIT	Description	UNIT PRICE	Total Price
1	1	LS	Mobilize crew and crane to pull TP#3 motor and pump assembly	$ 3,272.00	$ 3,272.00
2	1	LS	Disassemble entire pumping assembly (Column and Pump). Match mark all parts. Clean all parts for inspection, Measure and record mechanical fits and seal fit surfaces Inspect drive shaft, impellers and bowls for deficientcies. Install new bushings, seals etc... to equal or better OEM components. Replace all fastening hardware with new components and repair pump to like new condition and make ready for installation. Replace column pipe and flanges including new Stainless Steel Hardware. coat column pipe and discharge head with Tnemec 140 epoxy, blue in color.	$ 11,760.00	$ 11,760.00
3	1	LS	Replace All Stainless Steel Line Shafts	$ 1,230.00	$ 1,230.00
4	1	LS	Replace All Stainless Steel Shaft Couplings	$ 790.00	$ 790.00
5	1	LS	Replace All Wear Ring Bowl Assemblies	$ 1.00	$ 1.00
6	1	LS	Replace All Bowl Bearings	$ 2610.00	$ 2610.00
7	1	EA	Replace Stainless Steel Bowl Shaft	$ 1,080.00	$ 1,080.00
8	1	LS	Replace Bronze Impellers - All	$ 48,460.00	$ 48,460.00
9	1	EA	Dynamically Balance Impellers	$ 1,230.00	$ 1230.00
10	1	LS	Mobilize and Reinstall Pump and Motor	$ 4,550.00	$ 4,550.00
			TOTAL BASE BID	$	74,983.00
Alt Bid Items					
11A	1	LS	Complete New Pump Assembly must include Stainless Steel Impellers and Wear Rings	$ 51,829.00	$ 51,829.00
12A	1	EA	New Head Discharge	$ 7630.00	$ 7630.00
13A	1	LS	Stainless Steel Impellers and Stainless Steel Wear Rings for existing pump	$ 51,829.00	$ 51,829.00
14A	1	EA	New Stuffing Box Assembly w/Bronze bearing	$ 1850.00	$ 1850.00

Total number of calendar days to substantial completion: **112 days**

Proposed (Pre-Approved) Alternate:
Manufacturer/Part No. FLOWSERVE 20ENH 3STAGE $ 23,722.00

Number of Addenda is hereby acknowledged: 2

Company Name: SMITH PUMP COMPANY
Signed By: [signature]
Printed Name: TRENT BROWN

Revised per addendum 2

CONTRACTOR DATA SHEET

GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION

Name of Company: SMITH PUMP COMPANY

Company Years in Business: 54

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	$ Amount	Type	Date
REPAIR JOHNSTON 42CMC	CITY OF STAMFORD	$97,308	VTP	MAY '13
REPAIR BJ 40SKXL	COLORADO RIVER MWD	$54,425	VTP	MAY '15
REPAIR FLOWSERVE 20LA	TARRANT RWD	$31,764	VTP	MAR '14
REPAIR GOULDS 30BLC	CITY OF GARLAND	$208,073	VTP	DEC '14
REPAIR BJ 32RXL	CITY OF CORPUS CHRISTI	$115,224	VTP	JUN '15
REPAIR FAIRBANKS 36F	CITY OF WACO	$76,255	VTP	APR '16

Superintendent & Project Manager Information
Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	~~Projects~~ TITLE
LARRY HERNANDEZ	40	OPERATION MGR
STEVE BERGER	29	PUMP SHOP FOREMAN
ROBERT BROWDER	11	FIELD SERVICE TECH.

Project Manager	Years Experience	Projects
TRENT BROWN	8	390+
SHANE WALLACE	6	250+

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1. SEE REFERENCE SHEET ATTACHED.

2.

3.

4.

5.

DETAILED REFERENCE LIST
FOR BID NO. 16-079

SMITH PUMP COMPANY, INC.
REPAIR & SERVICE REFERENCE SHEET

1. Company's Name: Flowserve – Rotating Equipment Division
   Name and Title of Contact: Al Miller – Project Manager
   Present Address: 5310 Taneytown Pike
   City, State, Zip Code: Taneytown, MD 21787
   Telephone Number: (410) 756-3215 Fax Number ( )
   Email Address: amiller@flowserve.com

   Project Description:
   Provide Field Service & Modification to Vertical Turbine Pump
   City of Austin, Ullrich WTP, Pumps # LWP-002 & LWP-003
   Flowserve 42EPM-3 Stage
   Conditions of Service: 31,250 gpm @ 252 ft tdh
   Base to Bell: 45'
   Motor Description: 2400 hp, VSS, 4160V, 720 rpm
   Repair By Smith Pump: May 2006

2. Company's Name: Colorado River M.W.D.
   Name and Title of Contact: Cole Walker - Professional Engineer
   Present Address: 400 E. 24 St.
   City, State, Zip Code: Big Spring, TX 79720
   Telephone Number: (432) 267-6341 Fax Number (432) 267-3121
   Email Address: cwalker@crmwd.org

   Project Description:
   Repair Vertical Turbine Pump, Supervise District w/ Field Service
   Ivie Pipeline, Pump # 7-2
   Byron Jackson 40SKXL-2 Stage
   Conditions of Service: 21,400 gpm @ 265 ft tdh
   Base to Bell: 17' 9"
   Motor Description: 2000 hp, VSS, 4160V, 896 rpm
   Repair By Smith Pump: February 2009

3. Company's Name: Tarrant Regional Water District
   Name and Title of Contact: Jonathan Skinner - Operations
   Present Address: 6613 Ashby Lane
   City, State, Zip Code: Trinidad, TX 75163
   Telephone Number: (817) 688-2257 Fax Number (903) 432-3355
   Email Address: jonathan.skinner@trwd.com

   Project Description:
   Repair Vertical Turbine Pump, Supervise District w/ Field Service
   Cedar Creek RWPS, Pump CC-1 P-4
   Flowserve 37EKKM-2 Stage
   Conditions of Service: 16,000 gpm @ 481 ft tdh
   Base to Bell: 74' 4"
   Motor Description: 3000 hp, VSS, 887 rpm
   Repair By Smith Pump: July 2010

DETAILED REFERENCE LIST
FOR BID NO. 16-079

SMITH PUMP COMPANY, INC.
REPAIR & SERVICE REFERENCE SHEET

	Project Description	Field Service, T.I.R. & Repair Vertical Turbine Pump Richland Chambers RWPS, Pump RC-1 through RC-6 Byron Jackson 54CKXL-3 Stage Conditions of Service: 34,700 gpm @ 529 ft tdh Base to Bell: 79.27' Motor Description: 5500 hp, VSS, 715 rpm Repairs Completed By Smith Pump: May 2008
4.	Company's Name	North Texas Municipal Water District – Wylie Water Treatment
	Name and Title of Contact	Ronnie Rowell - Technical Services Manager
	Present Address	810 N. Highway 78
	City, State, Zip Code	Wylie, TX 75098
	Telephone Number	(972) 442-5405 Fax Number (972) 295-6439
	Email Address	rrowell@ntmwd.com
	Project Description	Repair Vertical Turbine Pump, Supervise District w/ Field Service Cedar Creek RWPS, Pump CC-1 P-4 Goulds 36Xx44GHXC/44GHC-3 Stage Conditions of Service: 34,800 gpm @ 350 ft tdh Motor Description: GE 4000 hp, VSS, 714 rpm Repair By Smith Pump: April 2009

SMITH PUMP COMPANY, INC.

301 M&B Industrial
(800) 299-8909 (254) 776-0377

Waco, Texas 76712
FAX (254) 776-0023

SMITH PUMP COMPANY
(A Resume)

Main Office and Shop
301 M & B Industrial
Waco, Texas 76712
(800) 299-8909
(254) 776-0377
FAX (254) 776-0023

DFW Office & Shop
4624 Martin Luther King Frwy
Ft. Worth, Texas 76119
(817) 589-2060
FAX (817) 595-4900
(888) 381-3873

Austin Office & Shop
1900 W. Howard Lane
Austin, Texas 78728
(512) 310-1480
FAX (512) 310-1417
(800) 967-8536

San Antonio Office
13126A Lookout Ridge
San Antonio, Texas 78233
(210) 656-0530
FAX (210) 656-2372
866-816-PUMP

Houston Office
5750 N. Sam Houston Pkwy E
Houston, Texas 77032
(713) 997-8647

I. **ORGANIZATION**

A. History

1. Organized and incorporated as Texas Corporation on November 1, 1962
2. Smith Pump Company has grown from a small company to a major contributor in providing new and servicing existing pumps, motors and controls for the Public Works & Industrial markets for the state of Texas.

B. Staff

1. Management - nine employees
2. Project Management - seven employees
3. Engineering - four employees
4. Sales - twelve employees
5. Shop & Service – thirty employees
6. Accounting - four employees

II. **TECHNICAL SERVICE AND SERVICE**

A. Application

1. Knowledge and advice available concerning pump applications ranging from deep water wells, pipeline applications, booster applications and sewage applications to name a few.
2. Knowledge and advice available concerning automatic controls of all types of pump applications.
3. Knowledge and advice available concerning design and application of sewage treatment plants and sewage lift station
4. Auto-Cad design facilities
5. Field Vibration Analysis of rotating machinery
6. Field Balancing Capability of rotating machinery
7. Field performance of pumps.

B. Designs

1. Special designs of centrifugal pumping applications
2. Special designs of packaged sewage treatment plants
3. Special designs of all types of automatic controls

C. Manufacturers Represented

1. Flowserve Pumps
   - a) Deepwell turbine pumps
   - b) Deepwell submersible pumps
   - c) ANSI Mark 3
   - d) Titan, Self Primer
   - e) Solids Handling Dry Pit
   - f) Solids Handling Submersible
   - g) End Suction
   - h) End Suction Multistage
   - i) Horizontal Split Case
   - j) Vertical Turbine
   - k) Double Suction Vertical Turbine
   - l) Vertical Mixed Flow Turbine
   - m) Vertical Axial Flow Turbine
   - n) Vertical Turbine Solids Handling
   - o) Concrete Volute

2. Centrilift Pump Company
   - a) Deep well submersible pumps for medium-high capacity and ultra high heads
   - b) Specializing in small diameter casings
   - c) State of the art submersible pump control systems

3. Versa-Matic Pump Company
   - a) Air Operated Diaphragm

4. Miscellaneous Other Pump Lines
   - a) Crown Pump - small submersible pumps
   - b) CH & E engine driven trash/water pumps
   - c) BJM Pumps

5. S.J. Electro
   - a) Float switches and alarm panels

6. BW Control

7. Valves
   - a) Clayton Auto Valves (Cla-Val)
   - b) ASCO Solenoid Valves
   - c) Wheatley Plugaroo Valves

8. Sewage Equipment
   - a) SPCO package lift stations
   - b) SPCO package sewage treatment plants with primary, secondary and tertiary treatment thru 100,000 GPD
   - c) SPCO designed inlet structures

III. OPERATIONS

A. Machining
1. All types turning operations including facing threading, boring and taper machining
2. All types planing operations - both horizontal and vertical
3. All types of drilling, tapping and reaming operations
4. All types milling operations - both horizontal and vertical

B. Balancing

1. Two plane dynamic balancing up to 1,500 #

C. Welding
1. Fabricated mild steel, stainless steel, and aluminum weldments designed from extruded shapes
2. Both light and heavy plate weldments
3. Both vented and pressure tank welding

D. Plate Handling
1. Plate burning up to 4' wide x 10' long x 8" thick
2. Plate rolling up to 1/2" thick x 10' long x 14" inside diameter
3. Plate shearing to 1/4" x 10' wide

E. Blasting and Coating
1. Grit blasting both internal and external to white metal
2. Epoxy coatings applied under controlled conditions

F. Pump Service
1. Service on all types of vertical turbine, vertical, mixed flow, vertical propeller and submersible pumps with experience to setting depths of 1500 ft. Also, installation and removal of all centrifugal pumps.
2. Test pumping of existing water wells from flows to 8,000 GPM to depths of 1,000 ft.
3. Emergency service available when necessary 24 hour/day seven day per week basis
4. Field Vibration Analysis and Balancing of rotating machinery
5. Field Flow Measurement of all types of centrifugal pumps.

IV. FACILITIES

A. Shop & Warehouse
1. Waco - 28,200 Sq. Ft.
2. Fort Worth - 8,000 Sq. Ft.
3. Austin – 5,000 Sq. Ft.
4. San Antonio – 3,800 Sq. Ft.
5. McAllen – 2,500 Sq. Ft.

B. Waco Shop Equipment
1. Machine Tools
   a) Wotan 6" CNC Boring Mill
   b) Monarch 36" x 20' Engine Lathe
   c) King 42" Vertical Boring Mill
   d) Bridgeport Mill 12" x 48"
   e) American Pacemaker Lathe - 20" x 12"
   f) Cincinnati Radial Drill - 5' x 4"
   g) South Bend Vertical Mill - 42" x 18"

h) Brown & Sharpe Horz. Mill - #1-1/2
i) Lansing-G 15" x 72" Lathe
j) Summit 20-4 x 80 lathe
k) W.F. Wells bandsaw - cold cut
l) 100 Ton Hydraulic Press

2. Welding Machines
   a) 6 - Linde 300 Amp Wire Feed
   b) Lincoln 300 Amp Arc Welder
   c) Lincoln 450 Amp Arc Welder
   d) Linde 295 Amp Arc Welder
   e) Miller 250 Amp portable

3. Plate Machines
   a) Iron worker
   b) Wysong CNC 4' x 10' Shear
   c) Heath plate burning to 12" thickness
   d) Air Plasma - stainless & aluminum plate - 1-1/4" thick

4. Shop Hoisting Equipment
   a) Two (2) Stewart 10 Ton 50' Span Double Bridge Crane with P&H 10 Ton Hoist
   b) Seven (7) Stewart 3 Ton 20' Span Double Bridge Crane with P&H 3 Ton Hoist

5. Air Equipment
   a) Ingersoll Rand 160cfm-125psig Air Compressor
   b) Sul-Aire 100 CFM-140psig Air Compressor
   c) Ingersoll Rand 250 cfm portable air compressor
   d) Cleco-Sandblasting Machine
   e) Cleco-Airless Spraying and Coating Machine

6. Shop Grit Blast Facility 20 Ft. X 20 Ft. X 70 Ft. Long

7. Enclosed Paint Booth 30 Ft. Wide x 40 Ft. Long
8. Well Pump Rigs
   a) 2-Wilson 50 ton double pole draw-works operated truck mounted pulling rig
   b) Tulsa 12-1/2 ton single pole winch operated truck mounted pulling rig
   c) Access to a 50 ton double pole pump pulling rig independently owned in the Dallas-Ft. Worth area

9. Hauling Trucks
   a) 1-Chevrolet 1 ton truck with 25 ft. Gooseneck Trailer
   b) 1 -Chevrolet 2 ton truck with 20' flat bed
   c) 1 -GMC 6500 with 25 ft. Gooseneck Trailer
   d) 3 - GMC 5500 with 25 ft. Gooseneck Trailer
   e) 1 - Ford 1-1/2 ton

10. Inventory
   a) New pumps, motors and controls available from stock
   b) Replacement pump parts and electrical control parts available from stock
   c) Miscellaneous valve, pipe, and fittings available from stock

C. **REFERENCES** References are available upon request.

CERTIFICATION

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement ** (if applicable).

Signed By: Trent Brown Title: SERVICE ENGINEER

Typed Name: TRENT BROWN Company Name: SMITH PUMP COMPANY

Phone No.: 254-776-0377 Fax No.: 254-776-0023

Email: trentb@smithpump.com

Bid Address: 301 M.B INDUSTRIAL WACO TX 76712
P.O. Box or Street City State Zip

Order Address: SAME
P.O. Box or Street City State Zip

Remit Address: SAME
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-1460081

DUNS No.: 02-719-9132

Date: 6/28/16

END OF BID #16-079

***Electronic Funds Transfer Information:**
The City of College Station prefers to receive invoices via electronic mail and process payments electronically.

To submit invoices via electronic mail, please use the following address: VendorInvoiceEntry@cstx.gov .

To receive payment via EFT, please complete an Electronic Funds Transfer Authorization form and a W-9 form by downloading them from the following link: http://www.cstx.gov/index.aspx?page=2821 . Please return the forms via e-mail to VendorEFTAccounting@cstx.gov . EFT's are processed every Wednesday with an email payment confirmation sent to the vendor.

** SMITH PUMP RESERVES THE RIGHT TO REVIEW TERMS & CONDITIONS PRIOR TO SIGNING STANDARD FORM OF AGREEMENT

CONDITIONS OF AGREEMENT

CONDITIONS OF AGREEMENT

CONTRACT DOCUMENTS

STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF COLLEGE STATION

The City of College Station has adopted standards for streets and water and sewer construction. These City standards are hereby made a part of these technical specifications. Copies of the City's most recent edition of the "B/CS Unified Water and Sewer Specifications" and the most recent edition of the City's "Standard Specifications for Street Construction" may be purchased from Development Services office at 1101 Texas Avenue in College Station.

Any discrepancies between the City standards and these specifications shall be clarified per the instructions in Paragraph 8.0, "INTERPRETATIONS AND ADDENDA" in the instructions to Bidders.

GENERAL CONDITIONS OF AGREEMENTS

The Standard Form of Agreement between Owner and Contractor shall be governing conditions of this contract.

SPECIAL PROVISIONS OF AGREEMENT

A. USE OF THE SPECIFICATIONS: These specifications shall be used in conjunction with the City of College Station's Standard Specifications of Water and Sewer Construction and Street Construction as outlined above.

B. MEASUREMENTS: All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.

C. QUANTITIES: Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.

D. EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU): Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

Explosion	Applies to blasting operations
Collapse	Applies to excavation and grading work adjacent to structure

Underground	Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by contractors insurance provider. Successful contractor is responsible for assessing depth based on plans and specifications contained herein.

TRAFFIC CONTROL

The Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

CONTRACT FORMS, BONDS AND CERTIFICATES

The Standard Form of Agreement bond forms listed below will be made a part of the executed contract documents and are made a part of these specifications:

CITY OF COLLEGE STATION STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

PERFORMANCE BOND

PAYMENT BOND

These forms are not to be filled in by the bidder at the time of submitting his proposal.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

CONTRACT NO. 16300454

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City") and **Smith Pump Company** a corporation (the "Contractor"), for the construction and/or installation of **Rehabilitation of Transfer Pump #3**.

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of College Station, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing ***prior*** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City 's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. 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.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:

The repair or replacement of Transfer Pump #3 at Sandy Point Pump Station, located at 7290 Sandy Point Road, Bryan, Texas 77807, as bid in Invitation to Bid 16-079 including the Lump Sum Base Bid Items 1 thru 4, and 10 as well as Alternates 11A, 12A and 14A.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01. The Contract Documents and their priority shall be as follows:

2.01.01. This signed Agreement
2.01.02. Addendum to this Agreement
2.01.03. General Conditions
2.01.04. Special Conditions
2.01.05. Technical specifications
2.01.06. Drawings
2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents,

the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** 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 **Eighty-Two Thousand Nine Hundred Eleven And NO/100 Dollars** (**$82,911.00**).

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor ***without*** claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the

work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.

(b) The names and addresses of all proposed subcontractors in writing.

(c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.

(d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

(a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance

with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other

agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement**.** Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement.

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.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 5th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a <u>Waiver and Release of all claims by Contractor</u>.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than $400,000.00, and five percent (5%), where the full contract amount is $400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the

Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

(a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
(c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

(a) Defective work.
(b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
(c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
(d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
(e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
(f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
(g) City's determination of an amount of liquidated damages.
(h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or
Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices**. The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum**. The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

(4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent

an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid **112** calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

(1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
(2) by changes ordered in the work, or reductions thereto approved in writing;
(3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
(4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final

Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **TWO HUNDRED AND NO/100 DOLLARS ($200.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) year as follows:

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.**

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (l) year after the installation or completion. The one (l) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars** (**$60.00**) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by

the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement 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 the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in Exhibit B.

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount.

(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C.**

(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT

AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

(a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.

(b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The Contractor shall also be responsible for the removal of all related debris.

(f) The Contractor shall also be responsible for subcontractors hired by it.

(g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.03. The indemnification obligations of the Contractor under this section shall <u>not</u> extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

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 (whether employees of either party or other third parties)

and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or 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 in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

(b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work

(including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

(a) Stop the work on the date and to the extent specified in the notice of termination;

(b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

The effective date of this contract shall be the date of award of the contract.

46. OTHER TERMS

46.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best

efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. **Mediation.** After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

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

46.10. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to

have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.11. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.12. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.14. **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.**

SMITH PUMP COMPANY

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

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

EXHIBIT A – DAVIS BACON WAGE RATES

General Decision Number: TX160016 01/08/2016 TX16

Superseded General Decision Number: TX20150016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	

Pipelayer.....$ 12.79
Work Zone Barricade
Servicer.....$ 11.85

PAINTER (Structures).....$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....$ 12.69
Asphalt Distributor.....$ 15.55
Asphalt Paving Machine.....$ 14.36
Boom Truck.....$ 18.36
Broom or Sweeper.....$ 11.04
Concrete Pavement
Finishing Machine.....$ 15.48
Crane, Hydraulic 80 tons
or less.....$ 18.36
Crane, Lattice Boom 80
tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER

Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

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1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

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. Umbrella / Excess Liability – required for contract amounts exceeding $1,000,000
D. Workers' Compensation
E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

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, Umbrella 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. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

VI. Those policies set forth in Paragraphs III, IV, and V 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 D, and approved by the City before work commences.

VII. 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."

VIII. 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
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND Project No._____

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF BRAZOS §

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Eighty-Two Thousand Nine Hundred Eleven And NO/100 Dollars ($82,911.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for _____ _____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of College Station shall bring

any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

ATTEST/WITNESS (SEAL)

By: _____
Name:
Title:
Date:

_____
(Name of Contractor)

By: _____
Name:
Title:
Date:

_____
(Full Name of Surety)

_____
(Address of Surety for Notice)

_____

By: _____
Name:
Title:
Date:

REVIEWED:

_____
City Attorney's Office

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF COLLEGE STATION, TEXAS:

_____
City Manager

TEXAS STATUTORY PAYMENT BOND Project No._____

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF BRAZOS §

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum Eighty-Two Thousand Nine Hundred Eleven And NO/100 Dollars ($82,911.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the _____ day of _____, 2016, for _____
_____,
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

ATTEST/WITNESS (SEAL)

By: _____
Name:
Title:
Date:

_____
(Name of Contractor)

By: _____
Name:
Title:
Date:

_____
(Full Name of Surety)

_____
(Address of Surety for Notice)

_____

By: _____
Name:
Title:
Date:

REVIEWED:

_____
City Attorney's Office

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF COLLEGE STATION, TEXAS:

_____
City Manager

Exhibit D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
TECHNICAL SPECIFICATIONS AND PLANS

CITY OF COLLEGE STATION

WATER PRODUCTION TRANSFER PUMP
CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Section Number	Description	Initial Page
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Scope of Work	01010-1
01025	Measurement and Payment	01025-1
DIVISION 11 - EQUIPMENT		
11211	Transfer Pumps	11211-1

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The Work to be performed under this Contract includes:

1. Removal, inspection and rehabilitation, as needed, of existing column and pumps assemblies in Transfer Pump #3. Provide owner with written recommendation of required repairs, prior to starting any repairs.
2. Replace pump with new or repair existing Transfer Pump #3, Contractor supplied, pumps designed to work within existing system and be able to pump 4200 GPM at 1200 RPM with 240 FT TDH and 7000 GMP at 1200 RPM with 120 FT of TDH.
3. Owner is to keep possession of old pump or parts removed from Transfer Pump #3.
4. Make all mechanical connections and disconnections of Transfer pump #3 motor.
5. Re-install refurbished or new Transfer Pump #3 assemblies.
6. Conduct Transfer Pump #3 disinfection process in accordance with TCEQ regulations and put Transfer Pump #3 into service.
7. Conduct pump performance tests with 4 target points and provide owner with a copy of written results of tests.

B. The summary of the Work described in this section is an overall summary of the responsibilities of the CONTRACTOR and his relation to the OWNER. It does not supersede the specific requirements of the other Contract Documents.

C. The Work will be constructed under one primary contract.

1.2 WORK LIMITATIONS/CONDITIONS

A. Following replacement or complete refurbishment of pump assemblies in Transfer Pump #3, the OWNER will conduct a capacity evaluation of their system.

B. Transfer Pump #3 is out of service until repaired or replaced, contractor is encouraged to remove, repair or replace, and reinstall these pump as expeditiously as possible. .

C. Owner will provide supervised access of the facility to the Contractor.

D. Owner will not accept, or sign for, deliveries of equipment or materials for Contractor.

E. Contractor is allowed to work 7 A.M. to 6 P.M. on normal work days unless alternate arrangements are made with the owner.

F. Owner will secure facility gate when leaving facility.

G. Contractor can use facility site for temporary storage of equipment and materials, however, Contractor is responsible for their property, CITY assumes no liability for theft or vandalism of Contractor's property.

H. Contractor shall remain in compliance with the Facility Storm Water Plan.

1.3 WORK BY OWNER

A. OWNER will perform certain activities in connection with the Work of the CONTRACTOR as follows:

1. Operation of all utility water system valves.
2. Electrical disconnection and reconnection of transfer pump motor.
3. Retain possession of Transfer Pump motor.

PART 2 - PRODUCTS (NOT USED'

PART 3 - EXECUTION (NOT USED'

+ + END OF SECTION + +

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. The items listed below beginning with Paragraph 1.4, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant services, CONTRACTOR'S field offices, layout surveys, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, and all other requirements of the Standard Form of Construction Agreement. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

B. Each lump sum and unit bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

1.2 ESTIMATE OF QUANTITIES

A. Estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary. Except as provided in Paragraph 1.3, CONTRACTOR or OWNER will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work ordered by OWNER.

1.3 RELATED PROVISIONS

A. Payments to CONTRACTOR: Refer to Standard Form of Construction Agreement.

B. Changes in Contract Price: Refer to Standard Form of Construction Agreement.

1.4 BID ITEMS

A. Transfer Pump #3

1. Item 1 Mobilize crane and equipment to pull motor and pump
2. Item 2 Disassemble and inspect column assembly and forward written recommendation.

3. Item 3-9 Assemblies that will be deducted if not used
4. Item 10 Reassemble column assembly and refurbished pump (or new) assembly and install in clear well and reconnect the motor.
5. Item 10 Disinfect pump column to standard TCEQ specifications.
6. Item 10 Demobilize Equipment and restore Site

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

+ + END OF SECTION + +

DIVISION II - EQUIPMENT
SECTION 11211
Transfer Pump Assembly

PART 1 -

GENERAL 1.1

DESCRIPTION

A. This Section describes removing, replacing or refurbishing the pump bowl assembly, and re-installing the pump column assembly, product-lubricated, clear well transfer pump.

B. A pre-construction meeting will be held to discuss the Work and to develop a schedule prior to issuance of the Notice to Proceed. CONTRACTOR'S designated superintendent for this contract shall attend.

1.2 REFERENCE STANDARDS

A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
1 AWWA C654, Standard for Disinfection of Wells.
2 AWWA E101, Standard for Vertical Turbine Pumps - Line Shaft and Submersible Types.
3 HI Fourteenth Edition, Hydraulic Institute Standards for Centrifugal, Rotary and Reciprocating Pumps.
4 NFS Standard 61, Drinking Water System Components - Health Effects.
5 TCEQ, Rules and Regulations for Public Water Systems.
6 Facility Storm Water Prevention Plan

1.4 SUBMITTALS

A. Pump assembly for water transfer pump #3

1.5 QUALITY ASSURANCE

A. Contractor shall ensure compatibility among all components of transfer pump including the clear well, transfer pump, motor, motor drive, and accessories.

B. CONTRACTOR shall have a minimum of 10 years experience and shall have completed 20 jobs of similar size and depths.

C. Pump installers shall be licensed in the state of Texas.

PART 2 - PRODUCTS

2.2 MATERIALS

A. CONTRACTOR shall repair or replace the existing pump bowl assembly in accordance with the following:

1. Type: Vertical turbine with enclosed shaft, product-lubricated construction. Pump head capacity curve to be continuously rising to shut-off.
2. Bowls, Suction, and Discharge Pieces: Gray cast iron, Class 30. Fitted for accurate alignment. Fit suction, discharge, and bowls with ASTM B505 bronze bearings, bronze wear rings, and stainless steel shaft, split ring, key and retainer.
3. Impellers: Open cast bronze, ASTM B584, hand filled, polished, and dynamically and hydraulically balanced.
4. Impeller Shafts and Couplings: Type 416 stainless steel ASTM A276.
5. Pumps shall be compatible with the following existing conditions :
   a. Column Assembly is: 20 inch x 2. 7/16 inch

B. Additional Work:

1. If, after inspection of the column assembly, the CONTRACTOR recommends additional refurbishment, the CONTRACTOR shall provide replacement equipment in accordance with the following:
   a. Flanged Column Pipe: Provide ANSI thread and coupled 20-inch diameter ASTM A-53 steel pipe.
   b. Line Shaft and Couplings shall be 416 stainless steel ASTM A276.
   c. Weld in spider with bronze backed rubber bearing
   d. Top Flanged Column Pipe ASTM A-53 steel pipe with ANSI threads
   e. Column Bolting to be 304SS
   f. Replace Stuffing Box Assembly w/Bronze Bearing – Product Lubed
   g. Blast and Epoxy Coat Entire Assembly, Column Pipes and Discharge Head with Tnemec 140, 10-12 mil DFT in 2 coats of 5-6 mil each over corresponding primer.

PART 3 - EXECUTION

3.1 PREPARATION

A. Maintain Site, materials, tools, and equipment to minimize contamination of groundwater.

B. Follow TCEQ rules regarding personnel sanitary facilities.

3.2 REMOVAL AND INSPECTION OF TRANSFER PUMP

A. At the Sandy Point Pump Station, mobilize a service rig to Site, remove Discharge Head and pump column assembly

C. Disassemble, clean and inspect the discharge head, column pipe, line shaft and bearings, and the pump assembly Provide written inspection report to the OWNER within 10 working days. Report shall include color pictures of any suspect materials. All parts shall be made available for inspection by representatives of the OWNER. If the manufacturer recommends additional refurbishment other than that specified herein, CONTRACTOR shall include the recommendations and an additional cost breakdown in the submitted report. Pump repairs shall be performed only with written authorization from the OWNER.

D. Replace existing pump bowl assembly as specified herein.

3.3 INSTALLATION

A. Provide a responsible Superintendent, which is able to communicate effectively in English with Owner's representatives and, on-Site at all times while the Work is in progress.

B. Provide all materials necessary to ensure proper installation of the pumping equipment and the alignment of the discharge piping. Also included is the start-up of the pump to ensure the pump is operating in a satisfactory manner.

C. After completing all of the Work, perform efficiency tests to determine that each pump is operating in a satisfactory manner free from vibration and noise. All tests performed shall be in accordance with AWWA standards.

D. Supply the OWNER with a completion report that includes color photographs and a list of all parts and labor used to perform the necessary repairs.

3.4 DISINFECTION

A. Disinfect the transfer pump in accordance with AWWA standards before inserting into the clear well.

+ + END OF SECTION + +

B.

P201

BYRON JACKSON

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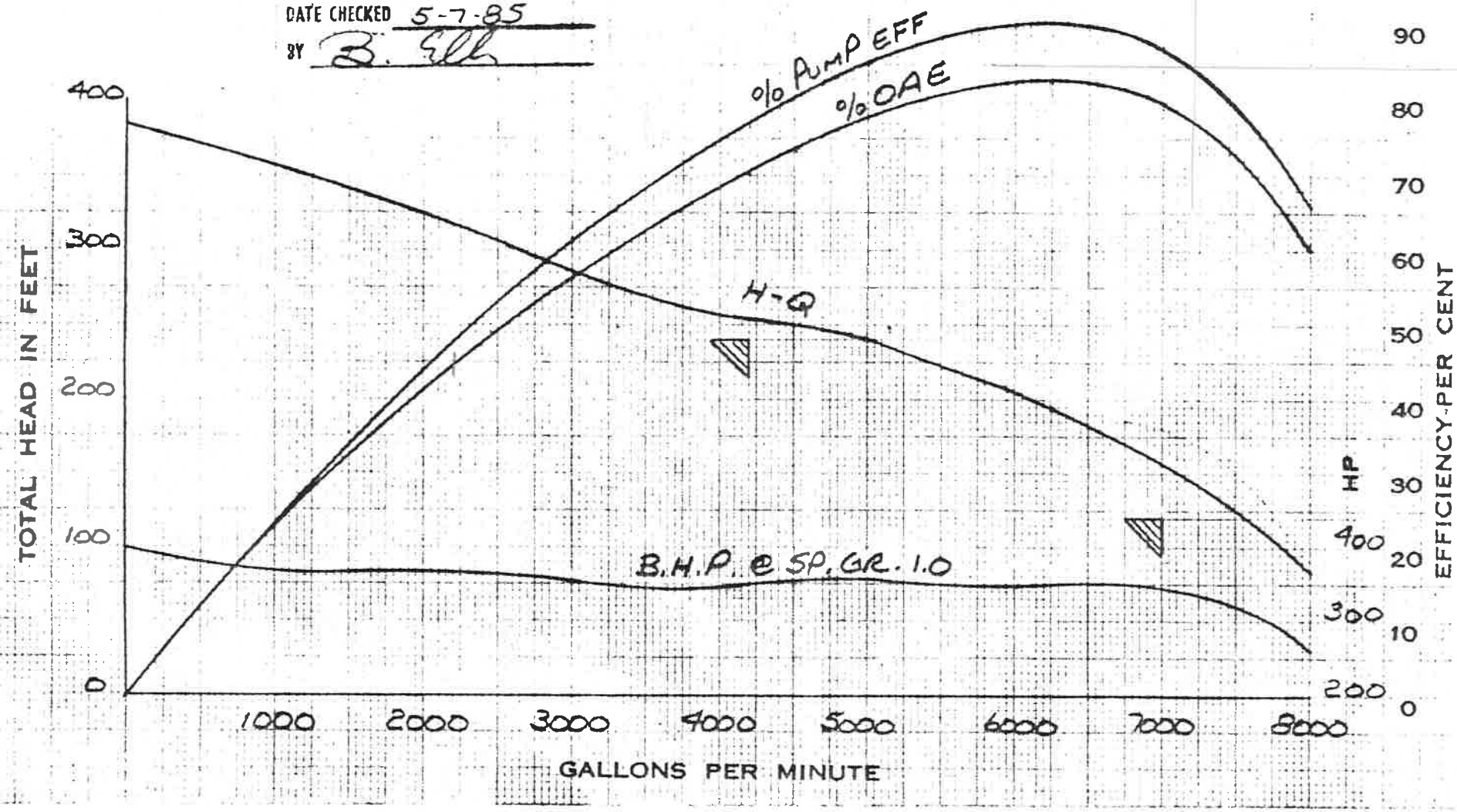
UNLESS OTHERWISE SPECIFICALLY AGREED, THE CAPACITY, HEAD AND EFFICIENCY GUARANTEES ARE BASED ON SHOP TESTS AND WHEN HANDLING CLEAR, COLD, FRESH WATER AT A TEMPERATURE OF NOT OVER 68 DEGREES F THE GUARANTEE IS AT THE SPECIFIED RATING ONLY AND DOES NOT COVER SUSTAINED PERFORMANCE OVER ANY PERIOD OF TIME, NOR UNDER CONDITIONS VARYING FROM THE ABOVE.

CERTIFIED CORRECT
DATE CHECKED 5-7-85
BY B. Elk



PUMP SIZE AND TYPE	RPM	ASSEMBLY NO	IMPELLER NO	DIA 11 3/16 UNDER 1 1/16 x 2 1/16		BYRON JACKSON TEST
20 HQ-O 4STG	1190	FACTORY NO 841-H-740	DATE 5-7-85	DATA BY BE	DRAWN BY BE	T-F10504-1

BORG WARNER

Byron Jackson Pump Division
BORG-WARNER CORPORATION

P365 8/70

PUMP TEST DATA

PUMP SIZE AND TYPE: 20 HQ-O 4 STG

IMPELLER DRAWING	DIAMETER	VANES	~~SHROUD~~ UNDER	FILE STG	STGS.
	11 13/16	5	1/16 x 2 1/2		4

GUARANTEED PUMPING CONDITIONS

	R.P.M.	G.P.M.	T.D. HEAD	PUMP EFF.	OVERALL EFF.	NPSH	SP. GR.
FIELD SPEED	1180	4200	240	78	73.5		
TEST SPEED							

DIFF. VEL. HD. BETWEEN GAUGES AT I. D. DISCH. AND I. D. SUCT. = FT. AT G.P.M.

TEST MOTOR NO. -350 H.P. 6 POLES 460 VOLTS

MOTOR EFF. 3/4 4/4 .917 3/4 .920 1/2 .911 1/4 PER U.S. MOTOR

BAROMETRIC PRESSURE — IN. HG.

TESTED BY- ELLIS FOR B.J.

WITNESSED BY- [illegible]

FOR-

CUSTOMER'S ORDER NO.-

ITEM NO.- JOB NO.- 841-H-0740

NOTES- JOB MOTOR CK2440141

LIFT .021"

READING NO.	PUMP SPEED R.P.M.	SUCT. HD. FEET OF MERCURY	SUCT. HD. FEET OF WATER	DISCHARGE HEAD GAUGE USED PT-02 PSI READ	DISCHARGE HEAD PSI CORRECTED	DISCHARGE HEAD FEET OF WATER	ELEVATION HEAD	DIFFERENTIAL VELOCITY HEAD	TOTAL DYNAMIC HEAD IN FEET OF WATER	CAPACITY MEASURED WITH 18" MAG READ	CAPACITY G.P.M.	POWER 8011 WATER HORSE POWER	POWER BRAKE HORSE POWER	POWER WATT METER READING	POWER EQUIV. H.P. INPUT 1.072	POWER KILOWATTS INPUT	POWER B.H.P. SP. GR.	PUMP EFFICIENCY	OVERALL EFFICIENCY
1	1192			33.2	–	76.7	6.1	1.8	84.6	800	8000	170.9	260.4	264	283.0			65.6	60.4
2	1191			64.0	64.3	148.5		1.4	156.0	700	7000	275.8	316.5	322	345.2			87.1	79.9
3	1189			85.5	86.1	198.9		1.0	206.0	600	6000	312.1	346.0	352	377.3			90.2	82.7
4	1189			100.8	101.5	234.5		.7	241.3	500	5000	304.6	358.8	365	391.3			84.9	77.8
5	1189			105.8	106.4	245.8		.5	252.4	420	4200	267.7	350.0	356	381.6			74.5	70.2
6	1189			120.5	121.0	279.5		.3	285.9	300	3000	216.6	352.9	359	384.8			61.4	56.3
7	1188			143.9	144.4	333.6		.1	339.8	150	1500	128.7	364.7	371	397.7			35.3	32.4
8	1187			164.0	164.3	379.5		Ø	385.6	Ø	Ø	Ø	396.2	403	432.0			Ø	Ø
9																			
10																			
11																			
12																			

DATA COMPUTED TO CONSTANT SPEED OF R.P.M.

1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		

DATE OF TEST: 5-7-85

PUMP SERIAL No. 841-H-0740

T-F10504-1

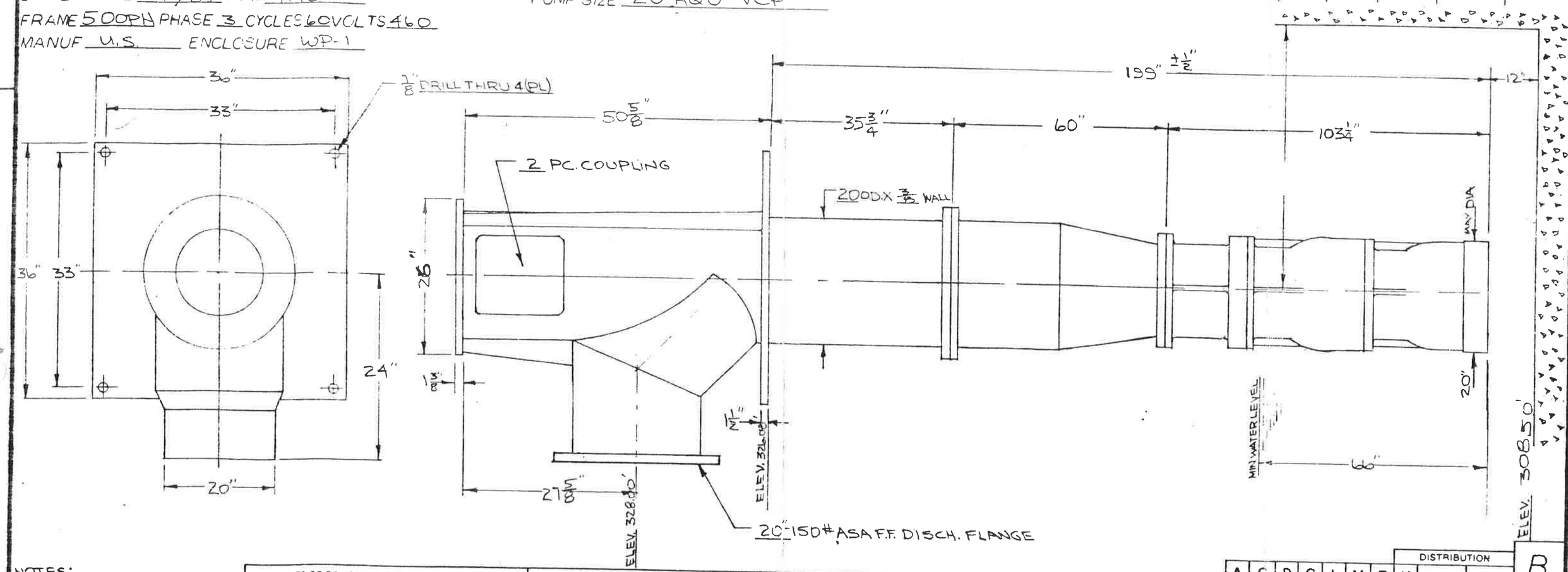
CUSTOMER SMITH PUMP CO
PROP NO. HD-10020 NO. OF UNITS (1) ONE
COLUMN SIZE 20" OD SHAFT SIZE 2 7/16"
CAPACITY 4200 GPM HEAD 240' TDH
ITEM NO TRANSFER PUMP
DRIVER TYPE VHS/HT RPM 1170
FRAME 500PH PHASE 3 CYCLES 60 VOLTS 460
MANUF U.S. ENCLOSURE WP-1

CERT BY R. GREENWAY
DATE 04 JAN 85
CUST. ORDER NO. 34756-84
BJ. ORDER NO. 841-H-0740

PUMP SIZE 20 HQO VCP

REVISIONS

LTR	REV BY	DESCRIPTION	DATE	CHK'D	APPROVED MET	APPROVED ENG	APPROVED QA
Ø		ORIGINAL DWG.					



NOTES:
1) SELF LUBE CONSTR.
2) 18-8 S.S. BOLTING
3) SP-10 SAND BLAST & 1½ MIL INFMEC COATING INSIDE & OUT - HD & COLUMN
4) WITNESS PERF TEST
5) BLEED OFF STUFFING BOX
6) 20X 2 7/16" FLG'D COLUMN

ALL LIMITS OF CONCENTRICITY AND SQUARENESS OF FACES SUBJECT TO BYRON JACKSON INSPECTION STANDARDS PER E M SECTION D1-1.

UNLESS TOLERANCE IS GIVEN MACHINE TO WITHIN:

DIAMETERS	LENGTH
BORE - 1/64	0 TO 2 FT - 1/64
TURN - 1/64	2 TO 6 FT - 1/32
	6 FT AND OVER - 1/16

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UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES

TOLERANCES ON

DECIMALS	ANGLES
XX ±	±
.XXX ±	ALL THREADS,
XXXX ±	CLASS 2 PER B1.1

✓ SURFACE ROUGHNESS PER ANSI B 46.1

DRILLED HOLES ✓ AS DRILLED
TAPPED HOLES ✓ AS TAPPED

DO NOT SCALE DRAWING
REMOVE ALL BURRS AND SHARP EDGES
EQUIVALENT TO .005/.015
ALL MACH CORNERS/FILLETS .015/.020 R

BJ ORDER NO. 841-H-0740
REF NO.
DRAWN BY R. GREENWAY
DATE 04 JAN 84
CHECKED BY
DATE
DESIGN APP'D BY
DATE
TITLE
CUSTOMER APP'R BJ-DALLAS #7008 1 UNIT

DISTRIBUTION: A C D G L M T U
B

BORG WARNER
BYRON JACKSON®
BORG-WARNER CORPORATION

DRAWING TITLE
20HQD STYLE "AED" VERT. PUMP

CONTRACT NO.
CODE IDENT NO
DRAWING NO. J060058
REV. Ø
SCALE
WEIGHT
SHEET

DIETERICH POST CLEARPRINT 1000H REV. MAR 1982

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0443	**Version:**	1	**Name:**	Annual Janitorial Supplies Renewal
Type:	Presentation			**Status:**	Consent Agenda
File created:	7/14/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion on the first renewal of the annual price agreement (ITB 15-046) with ProSTAR Industries for the purchase of janitorial supplies not to exceed $65,000.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Bid 15-046 Annual Janitorial Supplies Ren1-signed				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on the first renewal of the annual price agreement (ITB 15-046) with ProSTAR Industries for the purchase of janitorial supplies not to exceed $65,000.

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

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

Summary: Competitive sealed bids were solicited and opened on June 10, 2015. Eight (8) bids were received and it was determined that ProSTAR Industries submitted the lowest overall bid for janitorial supplies. This is a city-wide price agreement that allows departments to order janitorial supplies on an as -needed basis. Contingent upon Council approval, renewal of this agreement will be for a term of one (1) year leaving one 1-year renewal option available.

Budget & Financial Summary: Funds are budgeted and available in each Department for janitorial supplies.

Reviewed and Approved by Legal: N/A

Attachments: Renewal 1 Letter

powered by Legistar™

****

RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the annual price agreement for Janitorial Supplies (Bid No. 15-046) and all other terms and conditions previously agreed to and accepted for an amount not to exceed Sixty-Five Thousand and No/100 Dollars ($65,000.00).

I understand this renewal agreement will be for the period beginning July 14, 2016 through July 13, 2017. This is the first of two renewal options available.

PROSTAR INDUSTRIES

By: Felicia Sheffy

Printed Name: Felicia Sheffy

Title: Account Rep. Customer Service

Date: July 6, 2016

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0444	**Version:**	1	**Name:**	2nd Public Hearing on Roadway Impact Fees
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/14/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of a Resolution setting a public hearing to consider for the imposition of Roadway Impact Fees.				
Sponsors:	Alan Gibbs				
Indexes:					
Code sections:					
Attachments:	15A RES hearing IF Roadway				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a Resolution setting a public hearing to consider for the imposition of Roadway Impact Fees.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: This resolution sets the date and time for a public hearing on roadway impact fees. On November 12, 2015, the City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water, wastewater, and roadways. On January 28th, the City Council approved a contact with Kimley-Horn and Associates, Inc. for the roadway impact fee study. In accordance with Local Government Code 395.049, a resolution must be approved by City Council to establish a public hearing date to consider the imposition of roadway impact fees for the entire city limits divided into four quadrants. The first public hearing to consider the land use assumptions and capital improvements plan was at the July 14th City Council Meeting. This resolution sets the date of Sept. 8, 2016 to hold a public hearing regarding proposed impact fees for roadways.

Budget & Financial Summary: N/A
Legal Review: Yes.

Attachments:
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SETTING A PUBLIC HEARING DATE OF SEPTEMBER 8, 2016 FOR CONSIDERATION OF THE IMPOSITION OF ROADWAY IMPACT FEES.

WHEREAS, the City Council of the City of College Station, Texas ("City") is considering roadway impact fees; and

WHEREAS, § 395.047 Texas Local Government Code sets forth that a political subdivision must adopt an order or resolution establishing a public hearing date to discuss the imposition of an impact fee; and

WHEREAS, the Impact Fee Advisory Committee for Roadways has reviewed and made its recommendations to City Council; and

WHEREAS, in accordance with the aforesaid statutory requirement the City Council desires to call a public hearing to discuss and consider roadway impact fees, now therefore,

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

PART 1: That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.

PART 2: That the City Council of the City of College Station, Texas hereby calls for a public hearing to be held during the regular Council session on September 8, 2016 at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to discuss the imposition of City-wide roadway impact fees divided into four quadrants.

PART 2: That City staff is hereby authorized and directed to notice said public hearing and to take all reasonable measures to give effect to this Resolution, including preparing notice in accordance with § 395.049 Texas Government Code.

ADOPTED this 28th day of July, A.D. 2016.

ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:

_____

City Attorney

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0445	**Version:**	1	**Name:**	Resolution to Set 2nd Public Hearing on Water and Wastewater Impact Fees
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/14/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of a Resolution setting a public hearing date to consider the imposition of water and wastewater impact fees.				
Sponsors:	Alan Gibbs				
Indexes:					
Code sections:					
Attachments:	15B RES hearing w-ww IF				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a Resolution setting a public hearing date to consider the imposition of water and wastewater impact fees.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: This resolution sets the date and time for a public hearing on water and wastewater impact fees. On November 12, 2015, City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water, wastewater, and roadways. On January 28th, the City Council approved a contact with Freese and Nichols, Inc. for the water and wastewater impact fee study. In accordance with Local Government Code 395.047, a resolution must be approved by City Council to establishing a public hearing date to consider the imposition of citywide water impact fees, and for the imposition of citywide and extra-territorial jurisdiction wastewater impact fees. The first public hearing to consider the land use assumptions and capital improvements plans was at the July 14th City Council meeting. This resolution sets the date of Sept. 8, 2016 to hold a public hearing regarding proposed impact fees for water and wastewater.

Budget & Financial Summary: N/A
Legal Review: Yes.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SETTING A PUBLIC HEARING DATE OF SEPTEMBER 8, 2016, FOR CONSIDERATION OF THE IMPOSITION OF WATER AND WASTEWATER IMPACT FEES.

WHEREAS, the City Council of the City of College Station, Texas ("City") is considering impact fees for water and wastewater services; and

WHEREAS, § 395.047 Texas Local Government Code sets forth that a political subdivision must adopt an order or resolution establishing a public hearing date to discuss the imposition of impact fees; and

WHEREAS, the Impact Fee Advisory Committee for Water and Wastewater has reviewed and made its recommendations to City Council; and

WHEREAS, in accordance with the aforesaid statutory requirement the City Council desires to call a public hearing to discuss and consider water and wastewater impact fees, now therefore,

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

PART 1: That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.

PART 2: That the City Council of the City of College Station, Texas hereby calls for a public hearing to be held during the regular Council session on September 8, 2016 at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to discuss the imposition of system-wide impact fees for water and wastewater services.

PART 2: That City staff is hereby authorized and directed to notice said public hearing and to take all reasonable measures to give effect to this Resolution, including preparing notice in accordance with § 395.049 Texas Government Code.

ADOPTED this 28th day of July, A.D. 2016.

ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:

_____

City Attorney

Legislation Details (With Text)

File #:	16-0430	**Version:**	2	**Name:**	General and Special Election
Type:	Ordinance			**Status:**	Consent Agenda
File created:	7/11/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	

Title: Presentation, possible action, and discussion on an ordinance authorizing a General and Special Election to be held on November 8, 2016, for the purpose of electing a Mayor and City Councilmember, Place 2, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember, Place 4, and to fill a vacancy for the one year remainder of the unexpired term of office of Councilmember, Place 3, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. Presentación, posible acción y discusión sobre una ordenanza autorizando Elecciones Generales y Especial para celebrarse el 8 de noviembre de 2016, con el propósito de elegir a un Alcalde y a un Miembre del Consejo, Puesto número 2, y para llenar una vacante para los dos ano resto del mandato que quede del mandato de concejal, puesto 4, y para llenar una vacante para el un ano resto del mandato que quede del mandato de concejal, puesto 3, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para dirigir las elecciones.

Sponsors: Sherry Mashburn

Indexes:

Code sections:

Attachments: ORD Ordering General & Special Election (1)
ORD Ordering General & Special Election (2) Spanish

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance authorizing a General and Special Election to be held on November 8, 2016, for the purpose of electing a Mayor and City Councilmember, Place 2, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember, Place 4, and to fill a vacancy for the one year remainder of the unexpired term of office of Councilmember, Place 3, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. *Presentación, posible acción y discusión sobre una ordenanza autorizando Elecciones Generales y Especial para celebrarse el 8 de noviembre de 2016, con el propósito de elegir a un Alcalde y a un Miembre del Consejo, Puesto número 2, y para llenar una vacante para los dos año resto del mandato que quede del mandato de concejal, puesto 4, y para llenar una vacante para el un año resto del mandato que quede del mandato de concejal, puesto 3, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para dirigir las elecciones.*

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approve as presented to the City Council. *Aprobar después de ser presentado al Consejo de la Ciudad.*

Summary: The ordinance calls a general and special election to be held on November 8, 2016 and provides a possible run-off date of December 13, 2016. *La ordenanza convoca a elecciones generales y especial para celebrarse el 8 de noviembre de 2016 y proporciona una fecha posible de segunda vuelta para el 13 de diciembre de 2016.*

Budget & Financial Summary: The Brazos County Clerk provided a conservative estimate of $132,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. *El Oficial del Condado de Brazos proporcionó un presupuesto conservador de $132,000 para las elecciones de este año. El costo se repartirá entre las entidades presentes en la boleta. Esto no incluye el costo de publicar la Notificación de las Elecciones. La Notificación deberá publicarse en inglés y en español y deberá aparecer en los periódicos The Eagle y La Voz.*

Attachments:

Ordinance
Ordenanza

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCILMEMBER, PLACE 2, AND TO FILL A VACANCY FOR THE TWO YEAR REMAINDER OF THE UNEXPIRED TERM OF OFFICE OF COUNCILMEMBER, PLACE 4, AND THE ONE YEAR REMAINDER OF THE UNEXPIRED TERM OF OFFICE OF COUNCILMEMBER, PLACE 3, BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION.

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

SECTION 1. A general and special election is ordered to be held by the City of College Station (the "City") at the various polling places and election precincts within the corporate limits of the City, as hereinafter designated, on November 8, 2016 from the hours of 7:00 a.m. to 7:00 p.m. This general and special election will be conducted jointly with Brazos County and will be administered for the City by the Brazos County Elections Administrator, but this general and special election is not a county-wide election. At the general election, the qualified voters of the City will elect a Mayor and one City Councilmember for Place 2 with each position having a term of three years. At the special election, the qualified voters of the City will elect a candidate to fill a vacancy in the office of Councilmember, Place 4, for the two year remainder of the unexpired term of that office, and in the office of Councilmember, Place 3, for the one year remainder of the unexpired term of that office.

SECTION 2. Should any candidate in the general and/or special election fail to receive a majority vote, then in that event a runoff election shall be ordered for every place in the general and/or special election to which no one was elected as required by Section 17 (d) of the City Charter, as amended. In the event it becomes necessary to conduct a runoff election, it shall be held on Tuesday, December 13, 2016. Canvass of the returns of the runoff election, if necessary, shall be held no earlier than the 8th day and no later than the 11th day following the date of the runoff election or on the next regular business day if the 11th day falls on a Saturday, Sunday or official state holiday.

SECTION 3. The Vote Centers (polling locations) for College Station for this election shall be as follows:

Vote Centers	**Vote Centers**
Arena Hall 2906 Tabor Road Bryan, Texas	Church of the Nazarene 2122 E William J Bryan Pkwy Bryan, Texas
Lincoln Center 1000 Eleanor College Station, Texas	Castle Heights Baptist Church 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC), 2408, 2nd Fl Texas A&M Campus, Joe Routt Blvd. College Station, Texas	First Baptist Church - Bryan 3100 Cambridge Drive Bryan, Texas

College Station ISD Administration Building 1812 Welsh College Station, Texas	Living Hope Baptist Church 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church 2001 East Villa Maria Road Bryan, Texas
College Station City Hall 1101 Texas Avenue College Station, Texas	Aldersgate Methodist Church 2201 Earl Rudder Freeway College Station, Texas
Wellborn Community Center 4119 W. Greens Prairie Road College Station, Texas	Fellowship Freewill Baptist Church 1228 W. Villa Maria Road Bryan, Texas
Siegert Center – Smetana 1830 Smetana Road Bryan, Texas	Christ United Methodist Church 4201 State Highway 6, South College Station, Texas
Pct. 4 Volunteer Fire Station (Brushy) 6357 Raymond Stotzer Pkwy College Station, Texas	St. Francis Episcopal Church 1101 Rock Prairie Road College Station, Texas
Zion Church of Kurten 977 N. FM 2038 Kurten, Texas	Galilee Baptist Church 804 N. Logan Bryan, Texas
Millican Community Center 22284 Pierce Street Millican, Texas	College Heights Assembly of God 4100 Old College Rd. Bryan, Texas
Brazos County Admin. Building 200 South Texas Ave. Bryan, Texas	Brazos Center 3232 Briarcrest Drive Bryan, Texas
Momentum Church 1216 Beck St. Bryan, Texas	GW Williams Tabernacle 311 Waco St. Bryan, Texas

SECTION 4. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special election shall be October 24 through November 4, 2016. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the Brazos County Elections Administrator. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general and special election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Elections Administrator:

Brazos County Administration Building – 200 S. Texas Ave., Bryan, Texas
Arena Hall – 2906 Tabor Road, Bryan, Texas
Galilee Baptist Church – 804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility – 1603 Graham Rod, College Station, Texas
Memorial Student Center - Room 526, A&M Campus, Joe Routt Blvd., College Station, Texas

October 24 – October 28 8:00 am – 5:00 pm

(Monday – Friday)

October 29 (Saturday)	8:00 am – 8:00 pm
October 30 (Sunday)	10:00 am – 3:00 pm
October 31 – November 4 (Monday - Friday)	8:00 am – 8:00 pm

SECTION 5. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 302 East 24th Street, Bryan, Texas 77803, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 6. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Brazos County Election Administrator's office. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 7. A Direct Record Electronic ("DRE") System, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all precinct voting conducted on Election Day. The Brazos County Elections Administrator will appoint a programmer, who shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in each of the various precincts on Election Day. The central counting station is established as the Brazos Center, 3232 Briarcrest Drive, Bryan, Texas.

SECTION 8. The Brazos County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

SECTION 9. The election will be held in accordance with the provisions of the Charter and Ordinances of the City of College Station and the laws of the State of Texas.

SECTION 10. Notice of the election, including a Spanish translation thereof, will be published at least once in a newspaper published in College Station on or after October 9, 2016 and on or before October 31, 2016, and will be posted on the bulletin board at City Hall on or before October 18, 2016.

SECTION 11. A writ of election as required by the Texas Election Code will be delivered on or before October 24, 2016 by the Brazos County Elections Administrator to the presiding and alternate judges of each election precinct in which the election is ordered to be held.

SECTION 12. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 13. If any portion of this Ordinance is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 14. That this ordinance shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of College Station this 28th day of July, 2016.

CITY OF COLLEGE STATION:

_____
Nancy Berry, Mayor

ATTEST:

_____
Sherry Mashburn, City Secretary

APPROVED AS TO FORM:

_____
Carla Robinson, City Attorney

ORDENANZA NO. _____

UNA ORDENANZA AUTORIZANDO ELECCIONES GENERALES A CELEBRARSE EL 8 DE NOVIEMBRE DE 2016, CON EL PROPÓSITO DE ELEGIR A UN ALCALDE Y A UN MIEMBRO DEL CONSEJO, NUMERO 2, Y PARA LLENAR UNA VACANTE PARA LOS DOS AÑO RESTO DEL MANDATO QUE QUEDE DEL MANDATO DE CONCEJAL, LUGAR 4, Y PARA LLENAR UNA VACANTE PARA EL UN AÑO RESTO DEL MANDATO QUE QUEDE DEL MANDATO DE CONCEJAL, LUGAR 3, POR LOS VOTANTES CALIFICADOS DE LA CIUDAD DE COLLEGE STATION, ESTABLECIENDO LOS CENTROS DE VOTACIONES TEMPRANAS Y CENTROS DE VOTACIONES PARA EL DÍA DE LAS ELECCIONES; Y LOS ARREGLOS NECESARIOS PARA DIRIGIR DICHAS ELECCIONES.

POR LO TANTO, El CONSEJO DE LA CIUDAD DE COLLEGE STATION DISPONE LO SIGUIENTE:

SECCIÓN 1. Se ordenan elecciones generales y especial a celebrarse para la Ciudad de College Station (la "Ciudad") en los diferentes centros de votaciones y distritos electorales dentro de los límites corporativos de la Ciudad, como se designa en este documento, el 8 de noviembre de 2016 de las 7:00 a.m. a las 7:00 p.m. Estas elecciones generales y especial de la Ciudad se celebrarán conjuntamente con el Condado de Brazos y serán administradas para la Ciudad por el Oficial de Elecciones del Condado de Brazos; pero estas elecciones generales y especial no serán elecciones para todo el condado. En estas elecciones generales, los votantes calificados de la Ciudad elegirán a un Alcalde y a un Miembro del Consejo de la Ciudad para número 2 en donde cada puesto tendrá un término de tres años. En estes elecciones especial, los votantes calificados de la Ciudad elegirán a candidato para cubrir una vacante en el cargo de Concejal , Lugar 4 , para el resto dos años del término no vencido de esa oficina, y elegirán a candidato para cubrir una vacante en el cargo de Concejal , Lugar 3, para el resto un año del término no vencido de esa oficina.

SECCIÓN 2. Si algún candidato en las elecciones generales o especial no recibiese una mayoría de votos, entonces en esa ocasión se ordenarán elecciones de segunda vuelta para cada puesto en las elecciones generales o especial en las cuales nadie fue elegido, como se requiere en la Sección 17(d) de los Estatutos de la Ciudad, según la enmienda. En caso fuese necesario realizar elecciones de segunda vuelta, éstas se celebrarán el martes 13 de diciembre de 2016. El escrutinio de los votos de las elecciones de segunda vuelta no se podrán realizar antes del 8vo día ni pasarse del 11vo día después de la fecha de las elecciones de segunda vuelta.

SECCIÓN 3**.** Los Centros de Votaciones para College Station para estas elecciones será como se indica a continuación:

Centros de Votaciones	Centros de Votaciones
Arena Hall [**Salón Arena**] 2906 Tabor Road Bryan, Texas	Church of the Nazarene [**Iglesia del Nazareno**] 2122 E William J Bryan Pkwy Bryan, Texas

Lincoln Center **[Centro *Lincoln*]** 1000 Eleanor College Station, Texas	Castle Heights Baptist Church [**Iglesia Bautista *Castle Heights*]** 4504 E. Hwy 21 Bryan, Texas
Memorial Student Center (MSC), 2408, 2nd Fl **[Centro Conmemorativo Estudiantil Salón 2408]** Texas A&M Campus, Joe Routt Blvd. College Station, Texas	First Baptist Church - Bryan [**Iglesia Bautista en Bryan *First Baptist***] 3100 Cambridge Drive Bryan, Texas
College Station ISD Administration Building **[Edificio Administrativo del Distrito Escolar Independiente de College Station]** 1812 Welsh College Station, Texas	Living Hope Baptist Church [**Iglesia Bautista *Living Hope***] 4170 Texas 6 Frontage Rd College Station, Texas
Parkway Baptist Church **[Iglesia Bautista *Parkway*]** 1501 Southwest Parkway College Station, Texas	Beacon Baptist Church [**Iglesia Bautista *Beacon***] 2001 East Villa Maria Road Bryan, Texas
College Station City Hall **[Municipalidad de College Station]** 1101 Texas Avenue College Station, Texas	Aldersgate Methodist Church **[Iglesia Metodista *Aldersgate*]** 2201 Earl Rudder Freeway College Station, Texas
Wellborn Community Center **[Centro Comunitario de Wellborn]** 4119 W. Greens Prairie Road College Station, Texas	Fellowship Freewill Baptist Church [**Iglesia Bautista *Fellowship Freewill***] 1228 W. Villa Maria Road Bryan, Texas
Siegert Center – Smetana [**Centro Siegert - Smetana**] 1830 Smetana Road Bryan, Texas	Christ United Methodist Church **[Iglesia Metodista *Christ United*]** 4201 State Highway 6, South College Station, Texas
Pct. 4 Volunteer Fire Station (Brushy) [**Estación de Bomberos Voluntarios Distrito 4 (*Brushy*)]** 6357 Raymond Stotzer Pkwy College Station, Texas	St. Francis Episcopal Church **[Iglesia Episcopal *St. Francis*]** 1101 Rock Prairie Road College Station, Texas
Zion Church of Kurten [**Iglesia Zion en Kurten**] 977 N. FM 2038 Kurten, Texas	Galilee Baptist Church [**Iglesia Bautista *Galilee***] 804 N. Logan Bryan, Texas
Millican Community Center [**Centro Comunitario de Millican**] 22284 Pierce Street Millican, Texas	College Heights Assembly of God **[Iglesia *College Heights Assembly of God*]** 4100 Old College Rd. Bryan, Texas

Brazos County Admin. Building [**Edificio Administrativo del Condado de Brazos**] 200 South Texas Ave. Bryan, Texas	Brazos Center [**Centro de Brazos**] 3232 Briarcrest Drive Bryan, Texas
Momentum Church **[Igelesia Momentum]** 1216 Beck St. Bryan, Texas	GW Williams Tabernacle **[GW Williams Tabernáculo]** 311 Waco St. Bryan, Texas

SECCIÓN 4. Las elecciones tempranas conjuntas se realizarán en persona y por correo. El período para las votaciones tempranas en persona para las elecciones generales y especial será del 24 octubre al 4 de noviembre de 2016. Las boletas electorales de escaneo óptico serán utilizadas para las votaciones tempranas por correo y las máquinas electrónicas de registro directo serán utilizadas para las votaciones tempranas en persona. El Oficial de las Votaciones Tempranas para dichas elecciones será el Oficial del Condado. Ella determinará el número de personas a contratar y hará los arreglos necesarios para la capacitación de todas las personas contratadas para trabajar en las elecciones. Las votaciones tempranas realizadas en persona para las elecciones generales y especial serán dirigidas conjuntamente en los centros de votaciones y en las fechas y horarios señalados por el Oficial del Condado de Brazos:

Brazos County Administration Building **[Edificio Administrativo del Condado de Brazos]**
200 S. Texas Ave., Bryan, Texas
Arena Hall **[Salón *Arena*]**
2906 Tabor Road, Bryan, Texas
Galilee Baptist Church **[Iglesia Bautista *Galilee*]**
804 N. Logan, Bryan, Texas
College Station Utilities Meeting & Training Facility **[Edificio de Conferencias y Capacitación de la Empresa Eléctrica de College Station]**
1603 Graham Rod, College Station, Texas
Memorial Student Center **[Centro Conmemorativo Estudiantil]**
Room 526, A&M Campus, Joe Routt Blvd., College Station, Texas

el 24 al 28 de octubre (lunes - viernes)	8:00 am – 5:00 pm
el 29 de octubre (sábado)	8:00 am – 8:00 pm
el 319 de octubre (domingo)	10:00 a, - 3:00 pm
el 31de octube al 4 de noviembre (jueves – viernes)	8:00 am – 8:00 pm

SECCIÓN 5. Las Elecciones Tempranas por correo serán dirigidas de acuerdo con las provisiones aplicables del Código de Elecciones de Texas. La dirección siguiente: 300 el este 26th la calle, Suite 120, Bryan, Texas 77803, será la dirección de correo del oficial de elecciones

tempranas a donde se podrán enviar las solicitudes y las boletas con votos emitidos para la Ciudad.

SECCIÓN 6. Todos los votos anticipados y otros votos a ser procesados de acuerdo con los procedimientos de las votaciones tempranas conforme el Código de Elecciones de Texas serán entregados a la Junta de Boleta de Votaciones Tempranas en la oficina del Oficial del Condado de Brazos. Los votos anticipados serán contados en la estación central de conteo. La Junta de Boleta de Votaciones Tempranas desempeñará su cargo de acuerdo con las provisiones aplicables del Código de Elecciones.

SECCIÓN 7. Un Sistema Directo de Registro Electrónico ("DRE, por sus siglas en el idioma inglés"), como se define el término en el Código de Elecciones de Texas, será utilizado en conexión con las elecciones. Este sistema será utilizado para todas las votaciones tempranas así como también para todas las votaciones realizadas en los distritos el Día de las Elecciones. El Oficial del Condado de Brazos nombrará a un programador para preparar un programa para el equipo de tabulación automático. Se proporcionará suficiente equipo para votar en las votaciones tempranas así como también en cada uno de los diferentes distritos el Día de las Elecciones. La estación central de conteo se establecerá en el *Brazos Center [Centro Brazos], 3232 Briarcrest Drive, Bryan, Texas*.

SECCIÓN 8. El Oficial del Condado de Brazos nombrará a la Junta de Boleta de Votaciones Tempranas, a un Juez que preside en la Estación Central de Conteo, a un Supervisor de Tabulación de la Estación Central de Conteo y a un Gerente de la Estación Central de Conteo.

SECCIÓN 9. Las elecciones se celebrarán de acuerdo con las provisiones de los Estatutos y Ordenanzas de la Ciudad de College Station y con las leyes del Estado de Texas.

SECCIÓN 10. La Notificación de las Elecciones, incluyendo la respetiva traducción al idioma español, se publicará por lo menos una vez en un periódico publicado en College Station el día 9 de octubre de 2016 ó después de esa fecha y el día 31 de octubre de 2016 ó antes de esa fecha, y se colocará en el tablero de avisos de la Municipalidad el día 18 de octubre de 2016 ó antes de esa fecha.

SECCIÓN 11. Una orden de elecciones, requerida por el Código de Elecciones de Texas, será entregada el día 249 de octubre de 2016 ó antes de esa fecha, por el Oficial del Condado de Brazos al juez que preside y a los jueces alternos de cada distrito electoral en el cual se dispone celebrar elecciones.

SECCIÓN 12. Se harán las respectivas pruebas del equipo de tabulación automático y los resultados de dichas pruebas se entregarán y se harán saber de acuerdo con el Subcapítulo D del Capítulo 127 del Código de Elecciones de Texas.

SECCIÓN 13. Si alguna parte de esta Ordenanza se considera inválida por una corte de jurisdicción competente, las provisiones restantes de esta Ordenanza permanecerán en plena vigencia.

SECCIÓN 14. Que esta ordenanza entrará en efecto inmediatamente después de ser adoptada.

APROBADA Y ADOPATADA por el Consejo de la Ciudad de College Station el 28 día del mes de julio de 2016.

CIUDAD DE COLLEGE STATION:

_____

Nancy Berry, Alcalde

DOY FE:

_____

Sherry Mashburn, Secretaria de la Ciudad

APROBADA EN CUANTO A FORMA:

_____

Carla Robinson, Abogada de la Ciudad

Legislation Details (With Text)

File #:	16-0437	**Version:**	1	**Name:**	FY16 Budget Amendment #2
Type:	Presentation			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Public Hearing, presentation, possible action, and discussion on Budget Amendment #2 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of $628,873 and decrease the net personnel FTE count by 5.0; and presentation, possible action and discussion on interdepartmental and contingency transfers totaling $378,266.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	FY16 BA #2 List FINAL FY16 Budget Amendment #2 Ordinance				

Date	Ver.	Action By	Action	Result

Public Hearing, presentation, possible action, and discussion on Budget Amendment #2 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of $628,873 and decrease the net personnel FTE count by 5.0; and presentation, possible action and discussion on interdepartmental and contingency transfers totaling $378,266.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #2, approve the interdepartmental and contingency transfers, and approve the FTE personnel changes.

Summary: The proposed budget amendment is to increase the FY16 budget appropriations by $628,873. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment. This amendment also includes one interdepartmental transfer for $19,960 and one contingency transfer for $358,306 totaling $378,266. Contingency transfers greater than $50,000 and interdepartmental transfers require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment, the change in the personnel FTE count, and the interdepartmental and contingency transfers. If approved, the net revised budget appropriations will be $313,251,186.

Reviewed and Approved by Legal: Yes

Attachments:

Exhibit A - FY16 Budget Amendment #2 Detail Listing

The proposed budget amendment is to increase the FY16 budget for the items listed below by $626,873. Also included is one contingency transfer item and one inter-fund transfer. Contingency transfers greater than $50,000 and inter-fund transfers require Council approval and are therefore included as part of this Budget Amendment. This amendment also reduces the net Full-Time-Equivalent (FTE) personnel count by 5.0 positions.

1. **General Fund Pay Plan Contingency Budget Transfer – $358,306 (Contingency Transfer)**
   As part of the FY16 Approved Budget, $641,704 was allocated in the General Fund for the first phase of the implementation of the salary survey recommendations. The entire $641,704 will be utilized, however due to the timing of the implementation of the results, the estimated FY16 impact to the General Fund departments is $358,306. The remaining funds will stay in the fund balance to offset the recurring fiscal impact in future years. This item will allow for the transfer of the budget from a pay plan contingency account in the General Fund to the applicable General Fund Departmental accounts. Intra-departmental transfers within the General Fund, as well as contingency transfers greater than $50,000, must be approved by Council.

2. **Police Department Grants – $156,197 (Budget Amendment)**
   In FY16, the City of College Station Police Department has been awarded several grants. These grant funds were used to purchase bullet proof vests, firearms and a variety of other equipment. The funds for these purchases have been reimbursed by the grants or have been requested for reimbursement. This item will appropriate budget in the Police Department to offset the grant expenditures that have been incurred.

3. **Budget Increase for Holiday Pay in Police Department – $125,000 (Budget Amendment)**
   As part of the FY16 Approved Budget, an SLA was included to account for a change in how the sworn officers in the Police Department are compensated for time worked on holidays. After the program was put into place, it was determined that additional funds were needed in order to fully fund the program. This item will appropriate budget in the Police Department to offset the costs that have been incurred related to the implementation of this program. The FY17 proposed budget has been adjusted accordingly.

4. **Police Department Body Camera and In Car Camera Contract – $50,440 (Budget Amendment)**
   On June 23, 2016, Council approved a contract for the replacement of the Police Department's current in-car camera system to an expanded in-car camera system that includes body cameras. As the replacement of the system is not budgeted for FY16, this budget amendment item in the amount of $50,440 is requested in Equipment Replacement Fund to cover the first phase of year 1 of the contract. This FY16 budget increase is covered by funds previously contributed to the Equipment Replacement Fund for replacement of the existing system.

5. **Police Seizure Fund One-time Purchases – $37,000 (Budget Amendment)**
   The Police Seizure Fund accounts for items received by the City through the Police Department as a result of criminal investigations. In FY16, more funds have been received than were anticipated. This item will provide the budget appropriation in the Police Seizure Fund so that this revenue can be used for one-time purchases to assist in police activities.

6. **E-Citation Writers in the Court Technology Fund – $18,900 (Budget Amendment)**
   This item is for the purchase of ten (10) Zebra Enterprise e-citation ticket-writing devices in order to increase availability of the devices to officers (the devices are currently shared by several officers on a "check out" basis). The budget amendment will be funded with Court Technology Fund balance.

7. **Budget Transfer from Court Security Fund General Fund – $19,960 (Budget Transfer)**
   This item will transfer to the General Fund a portion of the salary and benefits budget that is currently budgeted in the Court Security Fund for the Deputy Court Marshal position. The Court Security Fund is funded by court fees that have been declining in recent years, resulting in a drop in revenue. This transfer will move one half of the Deputy Court Marshal's salary and benefits budget to the General Fund, where the corresponding expenditures will be incurred. The FY17 proposed budget has been adjusted accordingly.

8. **Senior Planner Position – (1.0 FTE Increase)**
   In order to focus on the core services of providing quality reviews and inspections of the built environment, regular review, updates, and continuing to respond to increased service demands a Senior Planner position was added mid-year to the Planning and Development Services Department. The funding for FY16 will come from department saving in Planning and Development Services. The FY17 proposed budget has been adjusted accordingly.

9. **Compensation Analyst Position – (1.0 FTE Increase)**
   A Compensation Analyst position was added mid-year to Human Resources in order to contribute to and maintain the salary structure that is in the process of being updated for FY16 and FY17. The position is expected to be hired in June. The funding for FY16 will come from department saving in Human Resources. The FY17 proposed budget has been adjusted accordingly.

10. **Staff Accountant Position – $13,870 (Budget Amendment and 1.0 FTE increase)**
    A Staff Accountant position was added to Fiscal Services mid-year in order to address additional responsibilities that presented themselves during the Comprehensive Annual Financial Report (CAFR) reporting process as well as with the continued ERP implementation. This addition will remain critical with the continued growth of the City. This position was hired in May, however, due to savings in other position changes, only $13,870 is needed to fund this position for the remainder of FY16. The FY17 proposed budget has been adjusted accordingly.

11. **Meter Reading Contract Labor – $127,576 (Budget Amendment and 8.0 FTE Decrease)**
    Due to high rates of turnover and frequent vacancies in the Meter Services division of Utility Customer Service, a decision was made and approved by Council in FY16 to outsource the meter reading function. The an anticipated cost difference of $127,576 due, in part, to the timing of the contract as there was overlap in FY16 between the contract start and the reduction of the 8.0 positions that previously handled the meter reading. The difference in future years should not be as significant and the FY17 proposed budget has been adjusted accordingly. The funding for this item will come from the Utility Customer Service Fund balance.

12. **Credit Card Fees in Utility Customer Services – $40,000** (**Budget Amendment)**
    Credit card fees have been increasing in volume as more customers use their credit cards to pay their utility bills and hookup fees. This budget amendment item will provide the additional budget needed to offset this overage. The increase will be funded out of the Utility Customer Service Fund balance. The FY17 proposed budget has been adjusted accordingly.

13. **Drainage Trailer Mounted Vacon – $57,890 (Budget Amendment)**
    The FY16 Approved Budget included a Service Level Adjustment (SLA) in the amount of $80,000 for a Drainage Trailer Mounted Vacon equipment. After further review, it has been determined

that additional funds will be needed for the purchase. This item will appropriate the additional needed budget and the difference will come from the Drainage Fund balance.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #2) AMENDING ORDINANCE NO. 2015-3705 WHICH WILL AMEND THE BUDGET FOR THE 2015-2016 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 21, 2015, the City Council of the City of College Station, Texas, adopted Ordinance No. 2015-3705 approving its Budget for the 2015-2016 Fiscal Year; and

WHEREAS, on February 11, 2016, the City Council of the City of College Station, Texas, adopted Budget Amendment 1 amending the 2015-2016 Budget; and

WHEREAS, the City Council of the City of College Station, Texas, finds it necessary to amend the 2015-2016 Budget, as amended by Budget Amendment 1; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2015-3705 is hereby amended by amending the 2015-2016 Budget adopted thereto by a net amount of $628,873 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #2 shall be attached to and made a part of the 2015-2016 Budget.

PART 3: That except as amended hereby, Ordinance No, 2015-3705 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____2016.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Legislation Details (With Text)

File #:	16-0441	**Version:**	1	**Name:**	5068 Raymond Stotzer Parkway Rezoning
Type:	Rezoning			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**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 R Rural to PDD Planned Development District for approximately 6.078 acres of land lying and being situated in the J.H. Jones survey, Abstract No. 26, College Station, Brazos County, Texas. Said Tract being a portion of a Called 20.5424 acre tract of land as described by a deed to Camwest Traditions LP recorded in Volume 8555, Page 167 of the Official Public Records of Brazos County, Texas. Generally located at 5068 Raymond Stotzer Parkway, more generally located at the southeast corner of the intersection of Highway 47 Frontage Road and HSC Parkway. Case #REZ2016-000015.				
Sponsors:	Mark Bombek				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map Ordinance				

Date	Ver.	Action By	Action	Result

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 R Rural to PDD Planned Development District for approximately 6.078 acres of land lying and being situated in the J.H. Jones survey, Abstract No. 26, College Station, Brazos County, Texas. Said Tract being a portion of a Called 20.5424 acre tract of land as described by a deed to Camwest Traditions LP recorded in Volume 8555, Page 167 of the Official Public Records of Brazos County, Texas. Generally located at 5068 Raymond Stotzer Parkway, more generally located at the southeast corner of the intersection of Highway 47 Frontage Road and HSC Parkway. Case #REZ2016-000015.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their July 7, 2016 meeting. The Commission voted unanimously to recommend approval of the applicants request with staff's recommendation to limit the size of the permitted retail sales use to a maximum of 15,000 square feet.

Summary: This request is to rezone the subject property from R Rural to PDD Planned Development

District with a base zoning district of BP Business Park. This request is being made as a step toward developing a mixed-use office complex. The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject lot is designated Business Park on the Comprehensive Plan Future Land Use and Character Map and is also located in Presidential Corridor Gateway District. With easy access to Easterwood Airport and being in close proximity to the recently built Health Science Center as part of the Texas A&M University System, this Gateway District should be accommodating business including research and development, office, and light industrial. These uses should build on the assets existing in the area while protecting and enhancing this primary gateway into the City. The proposed development is consistent with the allowable land uses for Presidential Corridor Gateway District and also with surrounding future land use designations.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing R Rural zoning allows for large lot residential and/or agricultural uses, which is not compatible or supportive of more intense development that is anticipated for the area. Given the property's close proximity to the BioCorridor Planned Development District, this area is expected to contain uses that support the investment plan that has been set in this District. An R Rural designation does not support the planned growth.

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 land uses permitted through this request are those allowed in BP Business Park with the addition of education facilities, college and university, educational facility-indoor instruction hotels, restaurant, day care (commercial), Nightclub, Bar or Tavern, permitted with a Conditional Use Permit, and retail sales and service. The additional uses are uses that would be seen more in a General Commercial zoning district as they are services that would serve the larger region. While the BP Business Park designation is intended for more industrial, research and development or office development activity, the additional uses are appropriate as they support the sues planned in the BioCorridor PDD and the property's frontage along State Highway 47 and Health Science Center Parkway. Staff is recommending a size restriction be placed on retail sales uses of a maximum of 15, 000 square feet each as the direction given and planned for this area directly outside of the BioCorridor PDD includes some allowances for small scale retail/sales to support the district and the immediate area while restricting the opportunity for regionally serving 'big box' retailers. The intent of the area surrounding the BioCorridor District is to help preserve and support the district by providing similar and supplementary uses that focus on research and development, manufacturing, office uses, and other additional uses that would serve those that live and work in the area. The applicant feels the request to add the additional uses are necessary to provide an atmosphere capable of creating the mixed use development desired for the BioCorridor District.
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. The current zoning district is suitable for the property given the similar zonings and uses of nearby property. However, this is one of the first rezoning's requested in the area outside of the BioCorridor PDD. While R Rural is suitable with the current land uses the area is expected to see continued change moving forward.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can currently be marketed under the existing R Rural zoning district. However, the applicant has stated that the use is not appropriate or feasible for this property knowing the current development happening on nearby property and the anticipated change in development pattern for the area.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable**

and adequate for the proposed use: There is an existing 18-inch water main to the northeast of the property, which will need to be extended to and through the property to provide water service. The sanitary service for this property will be provided by the City of Bryan. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use at this time. Access to this portion of the property with the extension of a Public Way that will be constructed with the development of the adjacent property to the East. Considering the proposed uses a Traffic Impact Analysis (TIA) may be required with the site development of this property.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;

2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;

4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;

6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General: The proposed Concept Plan includes uses permitted through BP Business Park with the addition of education facilities, college and university, educational facility- indoor instruction, hotels, restaurant, and retail sales and service as permitted uses. The development will follow all requirements of BP Business Park zoning district with buildings ranging in height from 25 feet to 76 feet following the Easterwood Airport height restrictions.

Permitted Uses:

- ☐ Education Facilities
- ☐ College and University
- ☐ Education Facilities- indoor instruction
- ☐ Hotels
- ☐ Restaurant
- ☐ Day care- commercial
- ☐ Nightclub, bar, or tavern- with conditional use permit
- ☐ Retail, Sales, and Service- limited to 15,000 square feet

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- Uses permitted under BP Business Park zoning

Base Zoning and Meritorious Modifications
At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the BP Business Park zoning, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modification:

> Allowing education facilities, college and university, educational facility- indoor instruction, hotels, day care-commercial, nightclub, bar or tavern permitted with a conditional use permit, restaurant, and retail sales and service as permitted uses.

Community Benefits
The applicant has listed the following as community benefits proposed by the development that will offset the modifications requested under the PDD Planned Development District:
The additional land uses are necessary to provide all the land uses necessary to create the mixed use development desired for the BioCorridor District.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: July 7, 2016
Advertised Council Hearing Date: July 28, 2016

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 8
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	City of Bryan	City of Bryan	City of Bryan
South	Business Park	PDD Planned Development District	Vacant
East	Business Park	PDD Planned Development District	Vacant
West (Across SH 47)	City of Bryan	City of Bryan	City of Bryan

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation renamed R Rural in 2013
Final Plat: Unplatted
Site development: Vacant

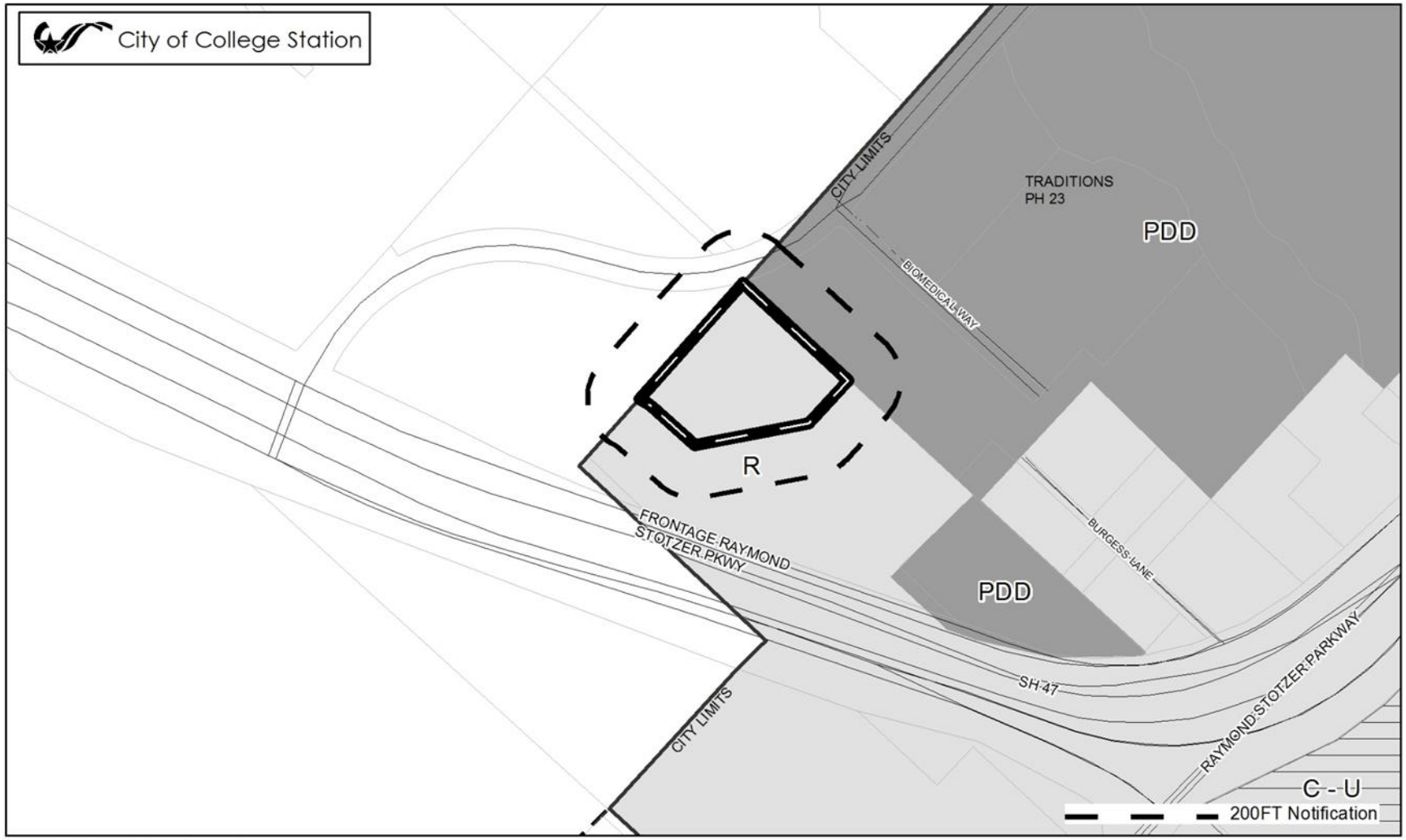
NORTH

0 500 1,000 Feet

CAMWEST BIO-PARK

Case:
REZ2016-000015

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- E Estate
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- KO Krenek Tap Ovr.
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

NORTH 0 500 1,000 Feet

CAMWEST BIO-PARK

Case: REZ2016-000015

REZONING

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 FOR APPROXIMATELY 6.078 ACRES FROM R RURAL TO PDD PLANNED DEVELOPMENT DISTRICT, BEING SITUATED IN THE JOHN H. JONES LEAGUE, ABSTRACT NUMBER 26, BRAZOS COUNTY TEXAS, SAID TRACT BEING A PORTION OF A CALLED 20.5424 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CAMWEST TRADITIONS LP RECORDED IN VOLUME 8555, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AS FURTHER DESCRIBED 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," 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 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 28th day of July, 2016

APPROVED:

_____

Mayor

ATTEST:

_____

City Secretary

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 is rezoned from R Rural to PDD Planned Development District:

METES AND BOUNDS DESCRIPTION
OF A
6.078 ACRE TRACT
J. H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 20.5424 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO CAMWEST TRADITIONS LP RECORDED IN VOLUME 8555, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF HSC PARKWAY (125' R.O.W.) MARKING THE NORTH CORNER OF SAID 20.5424 ACRE TRACT, THE NORTHEAST CORNER OF THE REMAINDER OF A CALLED 56.217 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT RECORDED IN VOLUME 7878, PAGE 273 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE WEST CORNER OF THE REMAINDER OF A CALLED 324.83 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT INC. RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 18' 53" E ALONG THE COMMON LINE OF SAID 20.5424 ACRE TRACT AND SAID REMAINDER OF 324.83 ACRE TRACT FOR A DISTANCE OF 543.37 FEET TO THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 0.55 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 11256, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTHEAST CORNER OF SAID 20.5424 ACRE TRACT BEARS: S 47° 18' 53" E FOR A DISTANCE OF 640.66 FEET;

THENCE: THROUGH SAID 20.5424 ACRE TRACT FOR THE FOLLOWING CALLS:

S 42° 43' 14" W FOR A DISTANCE OF 220.81 FEET;

S 78° 57' 49" W FOR A DISTANCE OF 441.20 FEET;

N 48° 16' 32" W FOR A DISTANCE OF 221.55 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 117.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 26' 31" FOR AN ARC DISTANCE OF 21.41 FEET (CHORD BEARS: N 53° 29' 48" W - 21.38 FEET) TO THE END OF SAID CURVE;

N 58° 43' 03" W FOR A DISTANCE OF 30.21 FEET TO THE COMMON LINE OF SAID 20.5424 ACRE TRACT AND THE AFOREMENTIONED REMAINDER OF 56.217 ACRE TRACT, FOR REFERENCE A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 151.398 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT RECORDED IN VOLUME 7874, PAGE 169 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE COMMON CORNER OF SAID 20.5424 ACRE TRACT AND SAID REMAINDER OF 56.217 ACRE TRACT BEARS: S 41° 43' 57" W FOR A DISTANCE OF 300.98 FEET;

THENCE: N 41° 43' 57" E ALONG THE COMMON LINE OF SAID 20.5424 ACRE TRACT AND SAID

REMAINDER OF 56.217 ACRE TRACT FOR A DISTANCE OF 588.56 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.078 ACRES OF LAND, AS SURVEYED ON THE GROUND NOVEMBER, 2015. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

\\JOBS\16-305\16-305.docx

EXHIBIT "B"

General Notes:

The base zoning districts and land uses for this property are as follows:

1. **Use – UDO Section 12-6.3.C "Use Table":** The BP Business Park zoning district is the base district for uses for the development with the following being added as permitted uses.
    - Education Facilities
    - Education Facilities- Indoor Instruction
    - College and University
    - Hotels
    - Restaurant
    - Day Care- Commercial
    - Nightclub, bar, or tavern- with conditional use permit (CUP)
    - Retail, Sales, and Service
    - Uses permitted under BP Business Park

Additional Conditions

1. Retail, Sales, and Services uses will be restricted to 15,000 square feet

EXHIBIT "C" – Concept Plan

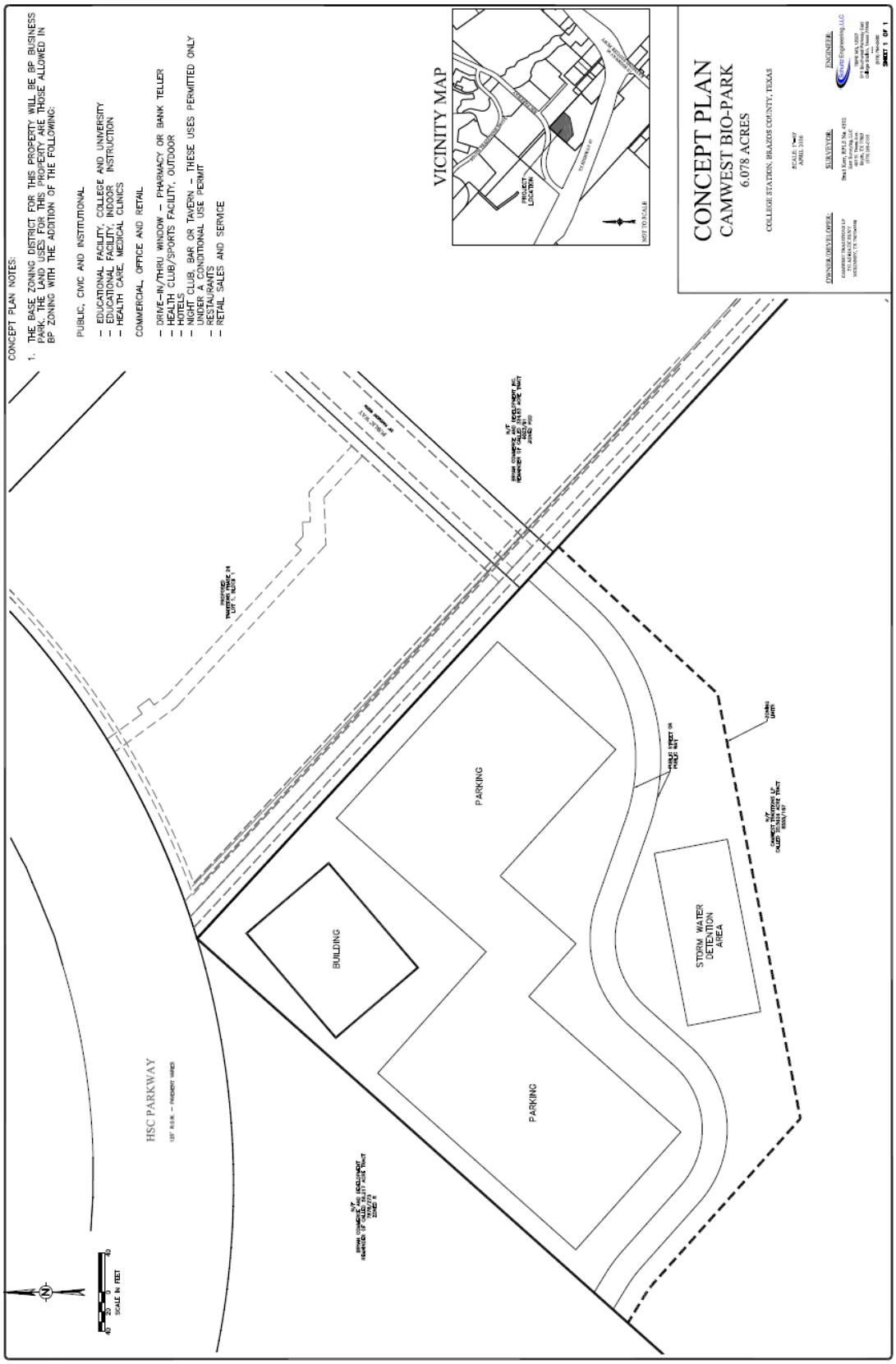
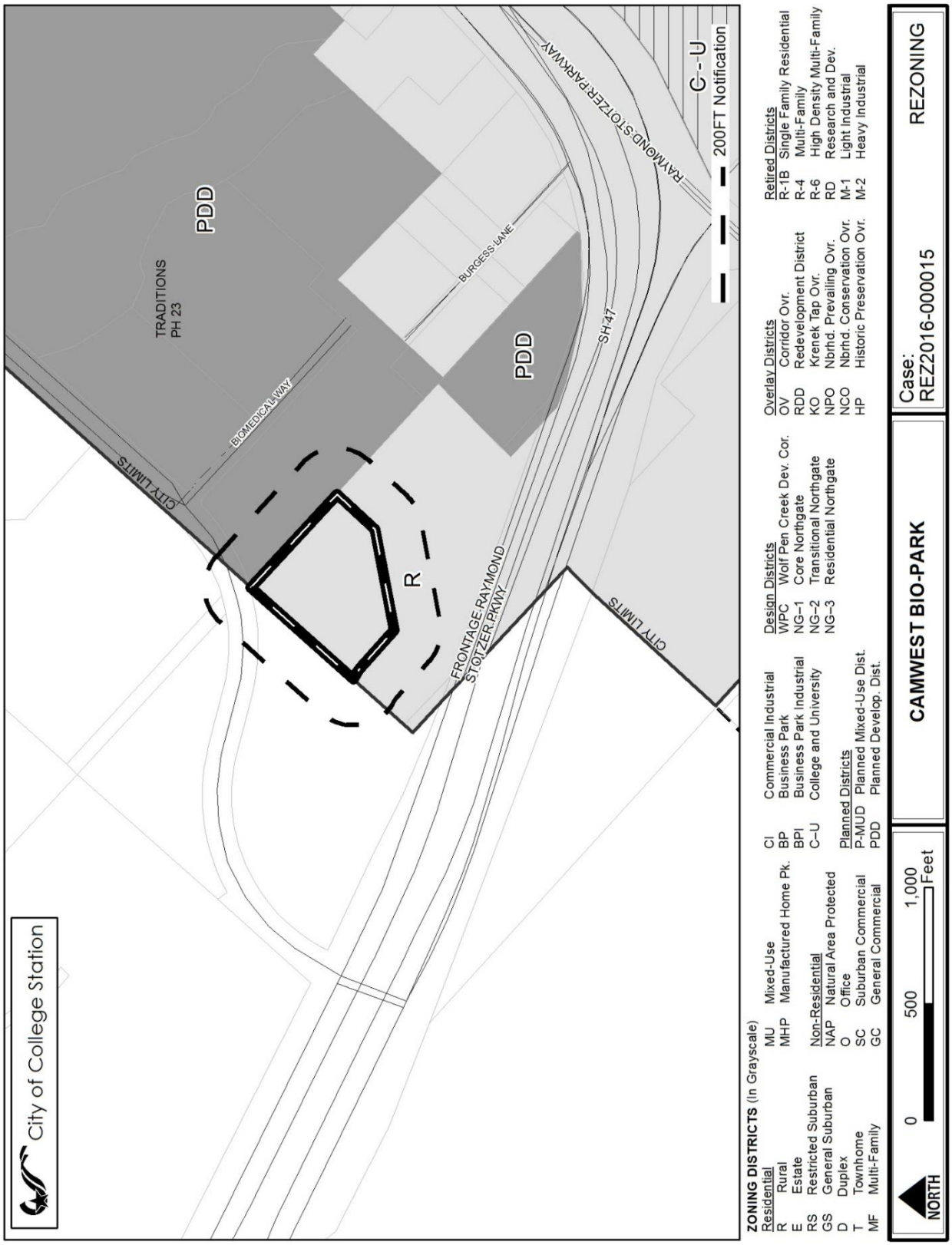


EXHIBIT "D" – Small Area Map



Legislation Details (With Text)

File #:	16-0439	**Version:**	1	**Name:**	Wellborn Zoning Districts
Type:	Ordinance			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, “Unified Development Ordinance” of the Code of Ordinances of the City of College Station, Texas, Articles 1 “General Provisions”, 4 “Zoning Districts”, 5 “District Purpose Statements and Supplemental Standards”, 6 “Use Regulations”, 7 “General Development Standards”, and 8 “Subdivision Design and Improvements”, related to the creation of the WE Wellborn Estate, WRS Wellborn Restricted Suburban, and WC Wellborn Commercial zoning districts in compliance with the Wellborn Community Plan.				
Sponsors:	Jessica Bullock				
Indexes:					
Code sections:					
Attachments:	Zoning District Fact Sheets Redlined Applicable UDO Sections Wellborn Community Plan Land Use Map Proposed Zoning Districts Map Ordinance - Final Version (legal)				

Date	Ver.	Action By	Action	Result

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, “Unified Development Ordinance” of the Code of Ordinances of the City of College Station, Texas, Articles 1 “General Provisions”, 4 “Zoning Districts”, 5 “District Purpose Statements and Supplemental Standards”, 6 “Use Regulations”, 7 “General Development Standards”, and 8 “Subdivision Design and Improvements”, related to the creation of the WE Wellborn Estate, WRS Wellborn Restricted Suburban, and WC Wellborn Commercial zoning districts in compliance with the Wellborn Community Plan.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their June 16, 2016 meeting and voted 6-0 to recommend approval.

Summary: The Wellborn Community Plan, adopted in 2009, identifies 10 Future Land Use and Character designations and calls for the creation of zoning districts that align with the objectives of

the Plan as one means of implementation. Since the adoption of the plan, several zoning districts have been created that can be used city wide that also comply with the vision of the Wellborn Community Plan. Using the land uses adopted as part of the Wellborn Community Plan and stakeholder feedback, staff proposes two new residential districts and one new commercial district that will only be permitted in the Wellborn Community Plan Area.

> WE Wellborn Estate - This land use designation is generally for areas that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas will tend to consist of low-density single-family residential lots of two acres or more but may be one acre if clustered around undeveloped open space.
>
> WRS Wellborn Restricted Suburban - This district is generally for areas that should have a moderate level of development activities. These areas will tend to consist of medium-density single-family residential lots (minimum 20,000 square feet) and may be clustered for reduced lot sizes (minimum 8,000 square feet). When using the cluster option, open space should be provided so density is not increased. Such open space should be in addition to a minimum open space requirement of 15% of the developing area.
>
> WC Wellborn Commercial - This district is generally for concentrations of commercial activities that focus primarily on the nearby residents versus the larger community. Such uses shall be limited in size and not accommodate for drive-thru services. Specific design elements should be incorporated into such developments so as to limit the visual impact on the community and enhance the defined character.

Public Input Process - A focus group meeting was held on November 10, 2016 at the Greens Prairie Elementary School and was attended by approximately 27 community members. Information regarding the meeting was mailed to residents, property owners, and business owners within the Wellborn Community Plan Area. Signs were also posted along major streets in the Wellborn area. The purpose of the meeting was to discuss draft concept sheets for the new districts based on the direction of the Wellborn Community Plan. Information gathered during the public meeting was used to revise the draft fact sheets and posted online for public review. Online review was open from February 18, 2016 to March 11, 2016 and three contacts were received. Staff continued to accept feedback after the review period closed to receive additional input.

The new zoning districts were developed from feedback received from community members along with the language provided in the Wellborn Community Plan.

Budget & Financial Summary: N/A

Attachments:
1. Zoning District Fact Sheets
2. Redlined Applicable UDO Sections
3. Wellborn Community Plan Land Use Map
4. Proposed Zoning Districts Map
5. Ordinance

Wellborn Estate Concepts

Purpose Statement

This land use designation is generally for areas that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas will tend to consist of low-density single-family residential lots of two acres or more but may be one acre if clustered around undeveloped open space. Open space should be provided so density is not increased when using the cluster option.

Comprehensive Plan

This zoning is appropriate in areas designated Wellborn Estate and Wellborn Estate - Open in the Comprehensive Plan. The cluster option may be used only in the area designated Wellborn Estate – Open.

Subdivision Design

Lot Area

Minimum lot size: 2 acres
Absolute minimum lot size: 1 acre*
** Only permitted when utilizing cluster option*

Dimensional Standards

Minimum width:	100’
Minimum depth:	none
Front setback:	30’
Side setback:	10’
Street side setback:	15’
Rear setback:	20’
Max. height:	35’*
Max du/acre:	0.5 unit/acre

**Public, civic, and institutional structures shall have a 50’ maximum height. Single-family height protection applies.*

Minimum setback standards of the district apply around the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of 10 feet.

Open Space

Open space is required to ensure that the overall density within the development does not exceed the maximum density allowed by the underlying zoning district.

- The amount of open space provided should be at least 10 percent of the gross area of the development.
- Common open space must be set aside and designated as an area where no development will occur, other than project-related recreational amenities or passive open space areas.

Permitted Uses

Agricultural Use, Barn or Stable for Private Stock
Agricultural Use, Farm or Pasturage
Single-Family Detached
Educational Facility, Primary & Secondary
Educational Facility, Outdoor Instruction (C)
Government Facilities (P*)
Parks
Places of Worship (P*)

Wellborn Estate Concepts

Country Club

Utility (P*)

Wireless Telecommunication Facility – Unregulated

- *C - Conditional Use Permit Required*
- *P* - Please refer to supplemental standards Unified Development Ordinance Section 12-6.4*

Wellborn Restricted Suburban Concepts

Purpose Statement

This district is generally for areas that should have a moderate level of development activities. These areas will tend to consist of medium-density single-family residential lots (minimum 20,000 square feet) and may be clustered for reduced lot sizes (minimum 8,000 square feet). When using the cluster option, open space should be provided so density is not increased. Such open space should be in addition to a minimum open space requirement of 15% of the developing area.

Comprehensive Plan

This zoning is appropriate in areas designated Wellborn Restricted Suburban on the Comprehensive Plan.

Subdivision Design

Lot Area

Average minimum lot size:	20,000 sf
Absolute minimum lot size:	8,000 sf*

** Only permitted when utilizing cluster option*

Dimensional Standards

Minimum width:	70’
Minimum depth:	none
Front setback:	25’
Side setback:	7.5’
Street side setback:	15’
Rear setback:	20’
Max. height:	35’*
Max du/acre:	2 units/acre

**Public, civic, and institutional structures shall have a 50’ maximum height*

Minimum setback standards of the district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of 10 feet.

Open Space

When the cluster option is used, open space is required to ensure that the overall density within the development does not exceed the maximum density allowed by the underlying zoning district.

- The amount of open space provided should be at least 15 percent of the gross area of the development.
- Additional open space should be provided so density is not increased.
- Common open space must be set aside and designated as an area where no development will occur, other than project-related recreational amenities or passive open space areas.

Permitted Uses

Single-Family Detached
Educational Facility, Primary & Secondary
Government Facilities (P*)
Parks
Places of Worship (P*)
Country Club
Utility (P*)
Wireless Telecommunication Facility – Unregulated

- *P* - Please refer to supplemental standards [Unified Development Ordinance Section 12-6.4]*

Wellborn Commercial Concepts

Purpose Statement

This district is generally for concentrations of commercial activities that focus primarily on the nearby residents versus the larger community. Such uses shall be limited in size and not accommodate for drive-thru services. Specific design elements should be incorporated into such developments so as to limit the visual impact on the community and enhance the defined character.

Comprehensive Plan

This zoning is appropriate in areas designated Wellborn Commercial on the Comprehensive Plan.

Subdivision Design

Dimensional Standards

Minimum width:	50’
Minimum depth:	100’
Front setback:	25’
Side setback:	7.5’
Street side setback:	15’
Rear setback:	20’
Max. height:	2 Stories/35’*

**Public, civic, and institutional structures shall have a 50’ maximum height*

Architectural Standards

Building Entry Design

a. In order to provide a sense of arrival and shelter, public building entrances are to feature a protected entry through the use of an awning, canopy, porte-cochere, recessed entry or other similar architectural element.

Building Mass and Orientation

a. Gross Floor Area of a single structure shall not exceed 10,000 square feet in area.
b. All buildings that have frontage on Wellborn Road and/or Live Oak Street Buildings shall have a public entry facing both rights-of-way.
c. In cases where more than two facades require a public entrance, the administrator may determine which two facades require entrances.

Building Material

The following minimum amount of fired brick, natural stone, marble, granite, or any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) to simulate brick, stone, marble, or granite shall be provided:

a. A minimum of 10 percent on any façade visible from a public right-of-way or public way;
b. A minimum of 20 percent on primary entrance façades (single or multiple tenant building) that exceed 200 feet in horizontal length;
c. A minimum of 20 percent on any façade facing a public right-of-way of a street classified as a major collector on the Thoroughfare Plan; and
d. A minimum of 30 percent on any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan.

Wellborn Commercial Concepts

The following building materials are allowed on all façades subject to the following limitations:

a. Wood or cedar siding, stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than 75 percent of any façade.
b. Stainless steel, chrome, standing seam metal, premium grade architectural metal, reflective glass, or architecturally finished metal panels (not corrugated metal) shall not cover more than 30 percent of any façade.
c. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than 10 percent of any façade.
d. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.
e. Galvanized steel and painted steel are allowed on doors, including roll-up doors.
f. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.

Architectural Elements of Relief
All buildings shall be required to provide a covered front porch along the full length of the public entry façade, projecting a minimum 4 feet from the face of the building.

In addition, any primary façade or façade visible from the public right-of-way, shall use at least one design element for every 25 horizontal feet, or part thereof, of façade length. Facades requiring architectural relief shall provide a minimum of two different types of relief elements per façade.

a. Decorative window shutters;
b. Covered front porch (extending along at least 50% of building façade and projecting a minimum of 4 feet from the face of the building) if it is used on a façade where this feature is not already required;
c. Eaves in excess of 18 inches if it is used on a façade that does not have a covered front porch;
d. Window planter boxes;
e. Window canopy;
f. Dormers;
g. Transom windows;
h. Decorative façade light fixtures;
i. Chimneys or cupolas.
j. Cross gables
k. Horizontal articulation (minimum 4-foot depth)

Permitted Uses

Animal Care Facility, Indoor
Art Studio/Gallery
Commercial Amusements (C)
Commercial Day Care
Dry Cleaners/laundry (P*)
Educational Facility, Indoor Instruction
Educational Facility, Outdoor Instruction
Educational Facility, Primary & Secondary
Educational Facility, Tutoring
Government Facilities (P*)
Health Care, Medical Clinics
Health Club/Sports Facility, Indoor

Wellborn Commercial Concepts

Offices
Parks
Personal Service Shop
Places of Worship (P*)
Printing/Copy Shop
Restaurants (P*)
Retail Sales & Service (P*)
Storage, Self Service (P*)
Utility (P*)
Wireless Telecommunication Facility – Unregulated

- *C – Conditional Use Permit Required*
- *P* - Please refer to supplemental standards Unified Development Ordinance Section 12-6.4*

Article 1. - General Provisions

Sec. 12-1.10. - Transitional Provisions.

B. **Zoning Districts.**

5. **New Districts.**

The following districts are hereby created and added to those in effect at the time of adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed Use Development	June 13, 2003

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
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012

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
RS	Restricted Suburban	September 22, 2013

The following districts are hereby created and added to those in effect at the time of this amendment of the UDO.

New District		
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014

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
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016

Article 4. - Zoning Districts

Sec. 12-4.1. - Establishment of Districts.

Residential Zoning Districts	
R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
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
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
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	
C-3	Light Commercial	
R&D	Research & Development	
M-1	Light Industrial	
M-2	Heavy Industrial	

For the purpose of this UDO, portions of the City, as specified on the Official Zoning Map of the City, are hereby divided into the zoning, design, and overlay districts enumerated below. The intensity regulations applicable for such zoning districts are designated in Chapter 12, Article 5 and the use regulations are designated in Chapter 12, Article 6 of this UDO.

Article 5. - District Purpose Statements and Supplemental Standards

Sec. 12-5.1. - Residential Zoning Districts.

Occupancy of any dwelling in the following districts shall be limited to "family" as defined by this UDO.

A. **Rural (R).**

This district includes lands that, due to public service limitations, inadequate public infrastructure, or a prevailing rural or agricultural character, are planned for very limited development activities. This district is designed to provide land for a mix of large acreages and large-lot residential developments. Open space is a dominant feature of these areas. This district may also serve as a reserved area in which the future growth of the City can occur.

B. **Wellborn Estate (WE).**

This district includes land that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas will tend to consist of low-density single-family residential lots of two acres or more but may be one acre if clustered around undeveloped open space. This zoning distict is only permitted in area designated as Wellborn Estate or Wellborn Estate-Open on the Comprehensive Plan Future Land Use and Character Map. The cluster option may be used only in the area designated Wellborn Estate-Open on the Comprehensive Plan Land Use and Character Map.

C. **Estate (E).**

This district is designed to provide land for low-density single-family lots. These areas shall consist of residential lots averaging twenty thousand (20,000) square feet when clustered around open space or large lots with a minimum of one (1) acre. Subdivisions within this district may contain rural infrastructure.

D. **Wellborn Restricted Suburban (WRS).**

This district is designed to provide land for detached medium-density, single-family residential development. These areas shall consist of residential lots minimum eight thousand (8,000) square feet when clustered around open space or larger lots with a minimum of twenty thousand (20,000) square feet. This zoning distict is only permitted in area designated as Wellborn Restricted Suburban on the Comprehensive Plan Land Use and Character Map.

E. **Restricted Suburban (RS).**

This district is designed to provide land for detached medium-density, single-family residential development. These areas shall consist of residential lots averaging eight thousand (8,000) square feet when clustered around open space or larger lots with a minimum of ten thousand (10,000) square feet.

F. **General Suburban (GS).**

This district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provided with necessary and adequate facilities and services.

G. **Duplex (D).**

This district contains land that has been planned for duplex residential purposes and associated uses. Characterized by moderate density, it may be utilized as a transitional zone.

The following supplemental standards shall apply to this district:

1. Single-family dwellings shall conform to GS General Suburban Standards.
2. Where parking is provided in the front yard of a duplex, an eight-foot setback shall be required between the property line and the nearest side of the parking pad. This eight-foot setback area must contain a three-foot screen consisting of a continuous berm, hedge, or wall. In addition, an eight-foot setback shall be required between the dwelling unit and the nearest side of the parking pad.

H. **Townhouse (T).**

This district contains land, which is to be used for a unique type of dwelling, typically designed for individual ownership, or ownership in-groups of single-family attached residences constructed on individually-platted lots.

The following supplemental standard shall apply to this district:

Single-family dwellings shall conform to GS General Suburban standards.

I. **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.

J. **Mixed-Use (MU)**.

The MU is designed for areas having the most intense level of development. MU areas 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.

K. **Manufactured Home Park (MHP).**

This district contains land that is located, designed and operated as a site for residential uses consisting of manufactured homes in accordance with the permitted uses. The following supplemental standards shall apply to this district:

1. The construction, reconstruction, alteration, or enlargement of a manufactured home park must be pursuant to an approved site plan.
2. Minimum manufactured home park area is two (2) contiguous acres.
3. Maximum gross density shall be ten (10) dwelling units per acre.
4. Minimum setback for a manufactured home from a public street shall be fifteen (15) feet.
5. Minimum setback for a manufactured home from a lot line shall be fifteen (15) feet.
6. Minimum setback for a manufactured home from a private street, parking, or other common area shall be fifteen (15) feet.
7. Minimum setback between two (2) manufactured homes shall be fifteen (15) feet; except that private accessory storage structures located on an individual manufactured home lot need not maintain a separation from the manufactured home that occupies the same lot.
8. Parking areas may be located within common parking areas or on individual manufactured home lots, provided that the parking required for each manufactured home is located within two hundred (200) feet of each lot.
9. Each manufactured home park lot shall have access to public utilities, and it shall have vehicular access to/from either a public right-of-way or private drive.

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.

Click here to access a PDF version of the Residential Zoning Districts table.

Residential Zoning Districts												
	R	**WE**	**E(N)(P)**	**WRS**	**RS(J)(P)**	**GS(J)**	**T**	**D**	**MHP**	**MF**	**MU**	**Accessory Structures**
Non-Clustered Residential Zoning Districts												
Average Lot Area per Dwelling Unit (DU)	3 acres Average	2 acres	1 Acre	20,000 SF	10,000 SF Average	5,000 SF	2,000 SF	3,500 SF	(L)	None	None	Refer to Section 12-6.5,

Absolute Min. Lot Area per Dwelling Unit (DU)	2 Acres	2 acres	1 Acre	20,000SF	6,500 SF	5,000 SF	2,000 SF	3,500 SF		None	None	
Min. Lot Width	None	100 (M)	100'(M)	70'	70'	50'	None	35'/ DU(E)		None	None	
Min. Lot Depth	None	None	None	None	None	100'	None	100'		None	None	
Min. Front Setback(H)	50'	30’	30'	25'	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	N/A		N/A	15'(O)	
Min. Side Setback	20'	10’	10'	7.5'	7.5'	7.5'	(A)	7.5'(C)		(A)(B)	None	
Min. Side Street Setback	15'	15’	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	N/A		N/A	15'(O)	
Min. Side Setback between Structures(B)	N/A	15’	15'	15'	15'	15'	7.5'	15'		7.5'	None	
Min. Rear Setback(L)	50'	20’	20'	20'	20'	20'	20'	20'(F)		20'	20'	

Max. Height	35' (G)(K)(L)	35' (G)(K)	35' (G)(K)(L)	35' (G)(K)	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	N/A		N/A	2 Stories	
Max. Dwelling Units/Acre (Subdivision Gross)	0.33	0.5	1.0	2.0	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	N/A	N/A	12	N/A	
Clustered Residential Zoning Districts												
Average Lot Area per Dwelling Unit (DU)	N/A	1 Acre	20,000 SF Average	8,000 SF	8,000 SF Average	3,750 SF (P)	N/A	N/A	N/A	N/A	N/A	N/A
Absolute Min. Lot Area per Dwelling Unit (DU)		1 Acre	10,000 SF	8,000 SF	6,500 SF	3,750 SF						
Min. Lot Width		100' (M)	100'(M)	None	None	None						
Min. Lot Depth		None	None	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)	35'(G)(K)	35'(G)(K)	2.5 Stories/ 35'(G)(K)(L)						
Max. Dwelling Units/Acre (Subdivision Gross)		0.5	1.0	2.0	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) For MU zoned properties, 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.

(P) Reference Section 12-8.3.H.4.e when using the cluster option in the Wellborn Community Plan area.

Sec. 12-5.3. - Non-Residential Zoning Districts.

A. **Natural Areas Protected (NAP).**

This district is designed for publicly-owned property or private property intended for the conservation of natural areas. Properties with this designation are relatively undeveloped and are often used for recreational or open space purposes or for the conveyance of floodwaters. Properties with this designation are not projected for conversion to more intense land use in the future by the Comprehensive Plan.

B. **Office (O).**

This district will accommodate selected commercial businesses that provide a service rather than sell products, either retail or wholesale. The uses allowed have relatively low traffic generation and require limited location identification.

C. **Suburban Commercial (SC).**

This district is intended to provide for low-density commercial uses that provide services to nearby neighborhoods. The SC Suburban Commercial District is intended to be compatible with the character of suburban single-family neighborhoods. Buildings have a residential character and scale, and sites are heavily landscaped to minimize the impacts of non-residential uses and associated parking areas on adjacent residential zoning districts. The district allows for a range of uses, with the impacts mitigated through buffering and architecture of the buildings.

D. **Wellborn Commercial (WC).**

This district is intended to provide for low-density commercial uses that provide services to nearby neighborhoods. Such uses shall be limited in size and not accommodate for drive-thru services. Specific design elements should be incorporated into such developments to limit the visual impact on the community and enhance the defined character. This zoning distict is only permitted in areas designated as Wellborn Commercial on the Comprehensive Plan Land Use and Character Map.

E. **General Commercial (GC).**

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

F. **Commercial Industrial (CI).**

This district is designed to provide a location for outlets offering goods and services to a limited segment of the general public. The uses included primarily serve other commercial and industrial enterprises.

G. **Business Park (BP).**

This district is designed for uses that primarily serve other commercial and industrial enterprises, and include administrative and professional offices, commercial industrial, research and development oriented light industrial, light manufacturing, and non-polluting industries. Uses in this district need good access to arterial level thoroughfares, but have relatively low traffic generation and require limited location identification.

The development of business parks should be in a campus like setting with structures grouped and clustered, and should be heavily landscaped to minimize the impacts of business park uses and associated parking areas on adjacent properties and public roadways. Impacts of the uses will be limited through buffering and architecture of the buildings.

The following supplemental standards shall apply to this district:

1. All processes and business activities shall be conducted inside buildings with the exception of Commercial Gardens; and
2. All BP zoning districts will be a minimum of five (5) acres in area.

H. **Business Park Industrial (BPI).**

This district is designed to provide land for manufacturing and industrial activities that have nuisance characteristics greater than activities permitted in the BP Business Park district. Permitted uses within this district are generally not compatible with residential uses of any density or lower intensity commercial uses. Generally, these uses need good access to arterial roadways, but should be offset from public roadways and adjacent properties by using the BP Business Park district and its associated development to screen and buffer the uses. The uses allowed have relatively low traffic generation and require limited location identification.

I. **College and University (CU).**

This district is applied to land which is located within the boundaries of the Texas A&M University campus or is owned by the University.

Sec. 12-5.4. - Non-Residential Dimensional Standards.

The following table establishes dimensional standards that shall be applied within the Non-Residential Zoning Districts, unless otherwise identified in this UDO:

	Non-Residential Zoning Districts							
	O	**SC**	**WC**	**GC**	**CI**	**BP**	**BPI**	**NAP**
Min. Lot Area	None	None	None	None	None	None	None	N/A
Min. Lot Width	24'	50'	50’	24'	24'	100'	100'	N/A
Min. Lot Depth	100'	100'	100’	100'	100'	200'	200'	N/A
Min. Front Setback	25'	25'	25’	25'	25'	25'(E)	25'(E)	N/A
Min. Side Setback	(A)(B)	(A)(B)	(A)(B)	(A)(B)	(A)(B)	(A)(B)	(A)(B)	N/A
Min. St. Side Setback	15'	15'	15'	15'	15'	15'(E)	15'(E)	N/A
Min. Rear Setback	15'	20'	20'	15'	15'	15'(E)	15'(E)	N/A
Max. Height	(C)(F)	2 Stories/ 35' (D)(F)	2 Stories/ 35' (D)(F)	(C)(F)	(C)(F)	(C)(F)	(C)(F)	(F)

Notes:

(A) A minimum side setback of seven and one-half (7.5) feet shall be 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 separated by a dedicated public right-of-way or easement of at least fifteen (15) feet in width.

(C) See Section 12-7.2.H, Height.

(D) Maximum building height is two (2) stories and thirty-five (35) feet, measured at the highest point of the roof or roof peak. Section 12-7.2.H, Height applies to buildings over one-story.

(E) Buildings shall be setback a minimum of fifty (50) feet from all public streets adjacent the perimeter of the business park development, as shown on the approved Preliminary Plan document.

(F) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.

Article 6. - Use Regulations

Sec. 12-6.3. - Types of Use.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

   A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

   A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 12-6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

   A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 12-6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

Click here to access a PDF version of the Use Table.

USE TABLE	**Residential Districts**												***Non-Residential Districts***									**Retired Districts**							***Design Districts***			
Specific Uses	**R**	**WE**	**E**	**WRS**	**RS**	**GS**	**T****	**D****	**MF****	**MU****	**MHP****	**P-MUD****	**O**	**SC**	**WC**	**GC**	**CI**	**BP**	**BPI**	**CU**	**NAP**	**R-1B**	**R-4****	**R-6****	**C-3****	**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			
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
Northgate High-Density Dwelling Unit																														P	P	P
Single-Family Detached	P	P	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												
Educational Facility, Indoor Instruction									P	P		P	P	P	P	P	P							P				P	P	P	P
Educational Facility, Outdoor Instruction	P	C	C									P			P	P	P														
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P		P	P	P	P	P	P											P	P	P	P
Educational Facility, Vocational/Trade												P	P			P	P	P	P						P	P					
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P*
Health Care, Hospitals																P	P														
Health Care, Medical Clinics									P	P			P	P	P	P	P							P					P	P	

Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																																
Agricultural Use, Barn or Stable for Private Stock	P	P	P																													
Agricultural Use, Farm or Pasturage	P	P	P																													
Agricultural Use, Farm Product Processing	P																															
Animal Care Facility, Indoor									P	P		P	P	P	P	P	P								P				P	P	P	
Animal Care Facility, Outdoor	P*																P															
Art Studio/Gallery									P	P		P	P	P	P	P									P				P	P	P	P
Car Wash																P*																
Commercial Garden/Greenhouse/Landscape Maint.	P*															P*	P*	P*	P*								P*					

Commercial Amusements									P	P		P		C	C	P*	P*								C				P	P	P	
Conference/Convention Center									P	P		P				P	P												P	P	P	
Country Club	P	P	P	P	P	P						P				P	P					P										
Day Care, Commercial									P	P	C	P	P	P	P	P							C	C	P					P	P	P
Drive-in/thru window														P*		P													C		P*	
Dry Cleaners and Laundry									P	P		P*	P*	P	P*	P	P								P*				P*	P*	P*	P*
Fraternal Lodge												P				P	P													P	P	P
Fuel Sales												P*		P*		P*									P*		P					
Funeral Homes																P	P	P									P					
Golf Course or Driving Range	P*											P*				P*	P*															
Health Club/Sports Facility, Indoor									P	P		P		P	P	P									P				P	P	P	P
Health Club/Sports Facility, Outdoor									P	P*		P				P													P	P*	P	

Hotels	C[2]							P	P		P				P													P	P	P	
Mobile Food Court								C[4]	C[4]		C[4]				C[4]													C[4]	C[4]	C[4]	
Night Club, Bar or Tavern								C	C		C				C													C	P	P	
Offices								P	P		P	P	P	P	P	P	P	P						P	P	P	P	P	P	P	P
Parking as a Primary Use									P		P	C			P	P												P		P*	
Personal Service Shop								P	P		P	P	P	P	P									P				P	P	P	P
Printing/Copy Shop								P	P		P	P	P	P	P	P	P	P						P				P	P	P	
Radio/TV Station/Studios								P	P		P	P			P	P	P	P						P	P	P				P*	
Recreational Vehicle (RV) Park	C[3]														C[3]																
Restaurants								P	P		P		P*	P*	P									P*				P	P	P	P*
Retail Sales - Single Tenant over 50,000 SF									P						P															P	
Retail Sales and Service								P	P		P		P*	P*	P*	P*								P				P	P	P	P

Retail Sales and Service - Alcohol										C		P				P*	P*								P				C	P	P	
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Shooting Range, Indoor												P				P	P		P										P			
Theater									P	P		P				P													P	P	P	P
Retail Sales, Manufactured Homes																			P								P*					
Storage, Self Service														P*	P*	P	P		P						P*		P					
Vehicular Sales, Rental, Repair and Service																P*	P*		P								P*					
Wholesales/Services																P*	P*	P	P							P	P					
INDUSTRIAL AND MANUFACTURING																																
Bulk Storage Tanks/Cold Storage Plant																	P		P								P					
Micro-Industrial																P*	P*		P											P*	P*	
Industrial, Light																	P	P	P							P	P	P				

Industrial, Heavy																			P								P					
Recycling Facility - Large																	P*		P								P					
Salvage Yard																			P*								P*					
Scientific Testing/Research Laboratory																	P	P	P							P		P				
Storage, Outdoor - Equipment or Materials																	P	P*	P							P	P					
Truck Stop/Freight or Trucking Terminal																			P								P					
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Warehousing /Distribution																	P	C	P							P	P					
Waste Services																			P								P					
Wireless Telecommunication Facilities - Intermediate	P*											P*	P*			P*	P*	P*	P		P*				P*	P*	P*	P*	P*	P*	P*	P*

Wireless Telecommunication Facilities – Major	C									P *			C			C	C	C	P		C				C	C	P *	C				
Wireless Telecommunication Facilities - Unregulated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P		P	P	P

** District with Supplemental Standards (Refer to Article 5).

[1] Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

[2] Hotels only allowed when accessory to a Country Club development and are limited to a maximum of fifteen (15) rooms.

[3] Refer to Section 12-6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.

[4] Refer to Section 12-6.4. AC "Mobile Food Courts" for Specific Use Standards.

Sec. 12-6.4. – Specific Use Standards

G. **Fuel Sales.**

11. In WC Wellborn Commercial, Fuel Sales will be considered a permitted land use on properties with existing Fuel Sales as of April 14, 2011.

Q. **Restaurant.**

1. In C-3 Light Commercial, SC Suburban Commercial, and Wellborn Commercial, drive-ins and drive-thrus are prohibited.
2. In C-3 Light Commercial, the maximum size shall be two thousand five hundred (2,500) square feet.
3. In SC Suburban Commercial and WC Wellborn Commercial, restaurants (including waiting and outdoor dining areas) may not exceed eight thousand (8,000) square feet and are permitted at the following maximum sizes based on adjacent thoroughfare and access:
   a. Freeway/Expressway and Four- or Six-Lane Major Arterial: Eight thousand (8,000) square feet;

b. Four-Lane Minor Arterial and Four-Lane Major Collector: Seven thousand (7,000) square feet; or

c. Two-Lane Major Collector and smaller: Five thousand (5,000) square feet.

4. In SC Suburban Commercial and WC Wellborn Commercial, restaurants shall not locate outdoor seating or playgrounds between the structure and a single-family land use and zoning.

R. **Sales and Service (Retail and Wholesale).**

The following Sales Matrix shall be used to determine the most appropriate zoning district for sales and service uses.

Retail.....SALES.....Wholesale	Minor.....STORAGE.....Major
GC General Commercial	CI Commercial -Industrial
GC General Commercial	CI Commercial-Industrial

1. Storage is allowed in GC General Commercial if the square feet of storage is less than fifty (50) percent of the total gross building area, exclusive of office areas.

2. Storage is allowed in WC Wellborn Commercial if the square feet of storage is less than fifty (50) percent of total physical space.

3. Sales are allowed in CI if the square feet of sales is less than fifty (50) percent of the total gross building area, exclusive of office area.

4. Each sales use in a shopping center must meet the storage square-foot criteria above to be permitted in that zoning district.

5. In SC Suburban Commercial, Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet.

6. In WC Wellborn Commercial, Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet.

U. **Storage (Self-Service).**

3. In WC Wellborn Commercial, Self-Service Storage will be considered a permitted land use on properties with existing Self-Service Storage as of April 14, 2011.

AB. **Retail Sales and Service.**

1. In SC Suburban Commercial, Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet.
2. In WC Wellborn Commercial, Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet.

Sec. 12-7.2. - General Provisions.

H. **Height.**

2. **Single-Family Protection.**

e. In addition to the height limitations recited in this subsection, the following height limitations apply in SC Suburban Commercial and WC Wellborn Commercial zoning:

1. No building may exceed two (2) stories;
2. Maximum eave height is twenty-four (24) feet;
3. Maximum overall height to peak of roof is thirty-five (35) feet;
4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story façade;
5. Buildings located closest to single-family land use or zoning and within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet;
6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine; and
7. Section 12-7.2.H.2, Single-family Protection, applies to all two-story structures within fifty (50) feet of single-family property line.

K. **Pedestrian Facilities.**

1. In SC Suburban Commercial and WC Wellborn Commercial districts, pedestrian connections adjacent to residential areas shall be provided as determined by the Administrator so as to enhance pedestrian, bicycle mobility, and connectivity.

Sec. 12-7.3. - Off-Street Parking Standards.

C. **Dimensions, Access, and Location.**

12. In SC Suburban Commercial and WC Wellborn Commercial districts, parking shall not be located between the structure and an adjacent single-family use or zoning district. Drive aisles and service aisles shall be permitted between the structures and an adjacent single-family use or zoning district.

H. **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		
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

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	
Personal Service Shop	250 s.f.	1.0	

Priv. School or Comm. Studio	100 s.f.	1.0	
Retail Sales & Service:			
GC, SC, WC, 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, WC, 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 SC, or WC, 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.

Sec. 12-7.5. - Signs.

C. **Summary of Permitted Signs.**

The following signs are permitted in the relevant zoning districts of the City:

	R	**WE**	**E**	**WRS**	**R-1B**	**GS**	**D**	**T**	**MF**	**MU**	**R-4**	**R-6**	**MHP**	**O**	**SC**	**WC**	**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	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	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	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	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	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	X	X
Roof Signs																	X	X					X	X

F. **Sign Standards.**

*** In SC Suburban Commercial, WC Wellborn Commercial, BP Business Park, and BPI Business Park Industrial, one (1) low-profile sign per structure is permitted.

S. **Low Profile Signs.**

3. In SC Suburban Commercial, WC Wellborn Commercial, BP Business Park, and BPI Business Park Industrial, one (1) Low Profile Sign per structure is permitted.

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 (ii)	**Multi-Family Residential (i)**	**Non-Residential (iii)**
Single-family (ii)	N/A	N/A	N/A
Multi-Family (i) (iii)	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/ Wellborn 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.**

c. In SC Suburban Commercial and WC Wellborn Commercial:

1. Buffer required plantings shall be doubled along property lines adjacent to single-family residential zoning or land use. In lieu of a fence, plantings may be tripled.

2. When adjacent to single-family use, zoning, or future Land Use and Character designation, a buffer wall is required for the length of any adjacent parking, loading areas, or dumpster uses (including required maneuvering space).

Sec. 12-7.8. - Solid Waste.

C. **Guidelines.**

11. In SC Suburban Commercial and WC Wellborn Commercial, consolidated sanitation service is required and shall be located furthest from single-family use or zoning. Notwithstanding the foregoing, it may be located adjacent to single-family if a buffer wall is used.

Sec. 12-7.10. - Non-Residential Architectural Standards.

C. **Standards for Non-Residential Structures.**

2. **Required Screening.**

b. In SC Suburban Commercial and WC Wellborn Commercial, roof-mounted mechanical equipment shall be screened from any right-of-way, public way, or adjacent property by either the roof itself (including within a cut-out) or by a false roof element (i.e. chimney, cupola). Components of a mechanical equipment system, such as vents or exhaust pipes, protruding from the roof that are no larger than twelve (12) inches in diameter nor exceeding the height of the roof line are not required to be screened, but must be painted to match the roof color.

3. **Building Mass and Design.**

b. **Building Entry Design**.

1. In order to provide a sense of arrival and shelter, public building entrances are to feature a protected entry through the use of an awning, canopy, porte-cochere, recessed entry or other similar architectural element.

2. Buildings that have multiple ground floor tenants or multiple primary building entrances shall have all entrances treated architecturally.

3. For all properties zoned WC Wellborn Commercial, the following additional standards shall apply:

a. All buildings shall be required to provide a covered front porch along the full length of the public entry façade, projecting a minimum four (4) feet from the face of the building.

b. All buildings that have frontage on Wellborn Road and/or Live Oak Street, shall have a public entry facing both rights-of-way.

c. In cases where more than two facades require a public entrance, the administrator may determine which two facades require entrances.

c. **Architectural Relief.**

10. **Qualifying Architectural Relief Elements**.

a. For all applicable properties other than those located in SC Suburban Commercial, WC Wellborn Commercial, and MU Mixed-Use districts, the following types of architectural relief may be utilized to meet the requirements of this section:

1) Canopies, permanent decorative awnings, or windows accompanied by overhangs that exceed eighteen (18) inches;

2) Wall plane projections or recessions with a minimum of four-foot depth;

3) Pilasters that project from a wall at least four (4) inches or columns;

4) Roofline articulation as described below may count as one (1) element for a façade if it is used on a façade where the articulation is not already required;

5) A well-defined cornice or other architectural termination to visually cap the building along a parapet may count as one (1) element for a façade if it is used on a façade where this feature is not already required;

6) Recessed entries, stoops, porches, or arcades;

7) Balconies that extend from the building;

8) Boxed or bay windows; or

9) Decorative stormwater management initiatives physically integrated with the building, as approved by the Administrator.

b. For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following types of architectural relief may be utilized to meet the requirements of this section:

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, if used on a façade where this feature is not already required;

3) Eaves in excess of eighteen (18) inches, if used on a façade that does not have a covered front porch;

4) Window planter boxes;

5) Window canopy;

6) Dormers;

7) Transom windows;

8) Decorative façade lighting;

9) Chimneys or cupolas;

10) Cross gables;

11) Entry Portico or;

12) Horizontal articulation with a minimum depth of four (4) feet (WC Wellborn Commercial only).

d. **Other Mass and Design Requirements.**

1. 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.

2. For all properties zoned WC Wellborn Commercial: Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet in area.

3. For all properties zoned MU Mixed-Use:

a. The ground-floor shall have a minimum floor-to-ceiling height of twelve (12) feet.

b. 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.

c. Public entry is required on all façades facing a public right-of-way, street, or public way. In the event that more than two (2) façades require a public entrance, the Administrator may determine which two (2) façades require entrances. The Administrator may also forward the question to the Design Review Board for any reason.

d. 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) façades face a public right-of-way, street, or public way, the Administrator shall determine the most appropriate façade for such activities.

e. **Roof and Roofline Design.**

3. For all properties zoned SC Suburban Commercial and WC Wellborn 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.

4. **Building Materials.**

c. The following building materials are allowed on all façades subject to the following limitations:

1. Stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, reflective glass, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than seventy-five (75) percent of any façade.

2. Wood or cedar siding, stainless steel, chrome, standing seam metal, premium grade architectural metal, or architecturally finished metal panels (not corrugated metal) shall not cover more than thirty (30) percent of any façade.

3. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten (10) percent of any façade.

4. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.

5. Galvanized steel and painted steel are allowed on doors, including roll-up doors.

6. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.

7. In WC Wellborn Commercial wood or cedar siding shall be allowed but not cover more than seventy-five (75) percent of any façade and reflective glass shall not cover more than thirty (30) percent of any façade.

Sec. 12-7.11. - Outdoor Lighting Standards.

C. **Specific Lighting Requirements.**

The following specific lighting requirements apply:

3. For properties zoned SC Suburban Commercial and WC Wellborn Commercial, site and parking lot lighting fixtures may not exceed the eave height of the building to which they principally relate, with a maximum height limit of twenty (20) feet; and

Sec. 12-7.13. - Traffic Impact Analyses.

B. **Definitions.**

1. **Trip Generation Rates.**

Table 1 **Trip Generation: Residential Land Uses**				
Zoning Classification	**Maximum Units/Acre**	**ITE Land Use Code**	**Trip Rate / Unit**	**Trip Rate / Acre**
R-4	20.0	220	0.62	12.4
R-6	30.0	220	0.62	18.6
MHP	Determined by Administrator			
P-MUD	Determined by Administrator			

Table 2 **Trip Generation: Non-Residential Land Uses**				
Zoning Classification	**Maximum Units/Acre***	**ITE Land Use Code**	**Trip Rate / KSF**	**Trip Rate / Acre**
O	16,000 sf	710	1.55	25
SC	11,000 sf	820	3.75	40
WC	11,000 sf	820	3.75	40

GC	13,500 sf	820	3.75	50
CI	16,000 sf	710	1.55	25
BP	N/A	130	0.85	8.85
BPI	N/A	770	1.43	19
CU	Determined by Administrator			
PDD	Determined by Administrator			

* Density maximum calculated based on existing (2007) developments in the City of College Station.

Table 3 **Trip Generation: Retired Land Uses**				
Zoning Classification	**Maximum Units/Acre***	**ITE Land Use Code**	**Trip Rate / KSF**	**Trip Rate / Acre**
C-3	11,000 sf	820	3.75	40
R&D	N/A	760	N/A	16.8
M-1	N/A	110	N/A	7.5
M-2	N/A	120	N/A	2.2

C. **Applicability.**

1. **Zoning TIA.**

Any zoning request, except for certain "redevelopment" areas, requests for R, WE, E, WRS, GS, R-1B, D, or T zoning classifications which is expected to generate at least one hundred fifty (150) vehicle trips during any peak hour period requires a TIA. Where the Comprehensive Plan designates a property as "Redevelopment" a TIA is required if the zoning request is expected to generate at least one hundred fifty (150) vehicle trips during any peak hour period more than those generated by the currently approved use(s) on the property. A zoning request involving multiple zoning districts is required to have a TIA based on the total traffic generated for all the proposed districts. A TIA may be required for a zoning request that generates less than one hundred fifty (150) trips in the peak hour, where the

peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator.

A TIA shall be required unless the applicant demonstrates to the satisfaction of the Administrator that a TIA is not necessary for the proposed rezoning request. In cases where a TIA is required, the rezoning application will be considered incomplete until the TIA is submitted.

Article 8. - Subdivision Design and Improvements

Sec. 12-8.3. - General Requirements and Minimum Standards of Design for Subdivisions within the City Limits.

4. **Cluster Development.**

e. **Specific District Standards.**

1. **Wellborn Estate –**

a. **Lot Size.** The minimum lot size is one (1) acre as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development, except as noted below. Subdivisions with all lots over one acre and lot widths of one hundred (100) feet may use rural character roads.

b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

2. Estate -

a. **Lot Size.** The minimum average lot size is twenty thousand (20,000) square feet with an absolute minimum lot size of ten thousand (10,000) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development, except as noted below. Subdivisions with all lots over twenty thousand (20,000) square feet and lot widths of one hundred (100) feet may use rural character roads. Subdivisions containing any lots below twenty thousand (20,000) square feet must use urban street standards.

b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

c. In the Wellborn Community Plan area, the cluster option may be used only in the area designated Wellborn Preserve-Open on the Comprehensive Plan Land Use and Character Map.

3. **Wellborn Restricted Suburban**

a. **Lot Size.** The minimum average lot size is eight thousand (8,000) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.

b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All

detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

4. **Restricted Suburban -**

   a. **Lot Size.** The minimum average lot size is eight thousand (8,000) square feet with an absolute minimum lot size of six thousand five hundred (6,500) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.

   b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

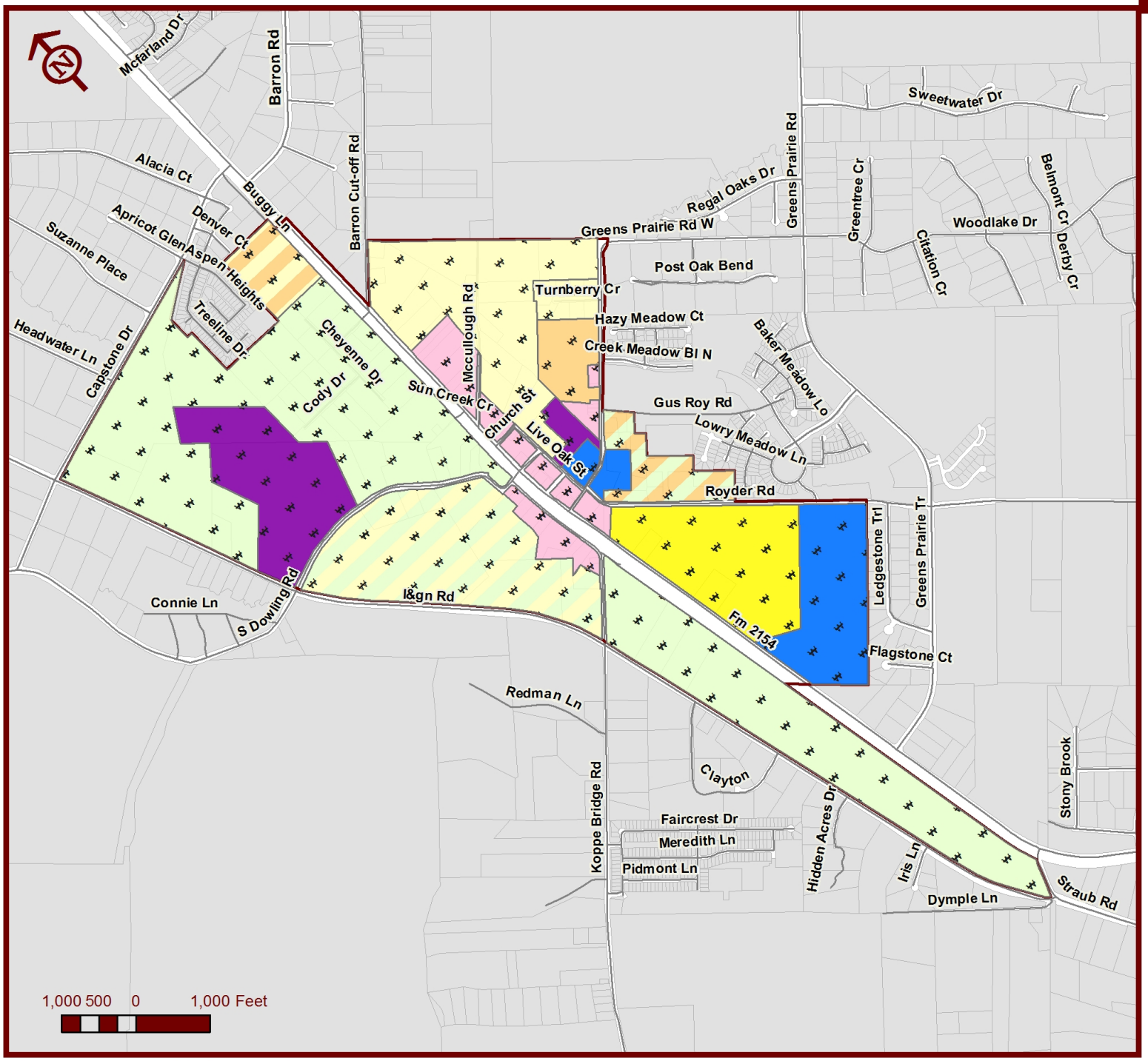
5. **General Suburban -**

   a. **Lot Size**. The minimum lot size is three thousand seven hundred fifty (3,750) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.

   b. **Setbacks and Building Separations.**

      The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

   c. In the Wellborn Community Plan area as designated on the Comprehensive Plan Future Land Use and Character Map, the cluster option is not permitted.



Source: Planning & Development Services

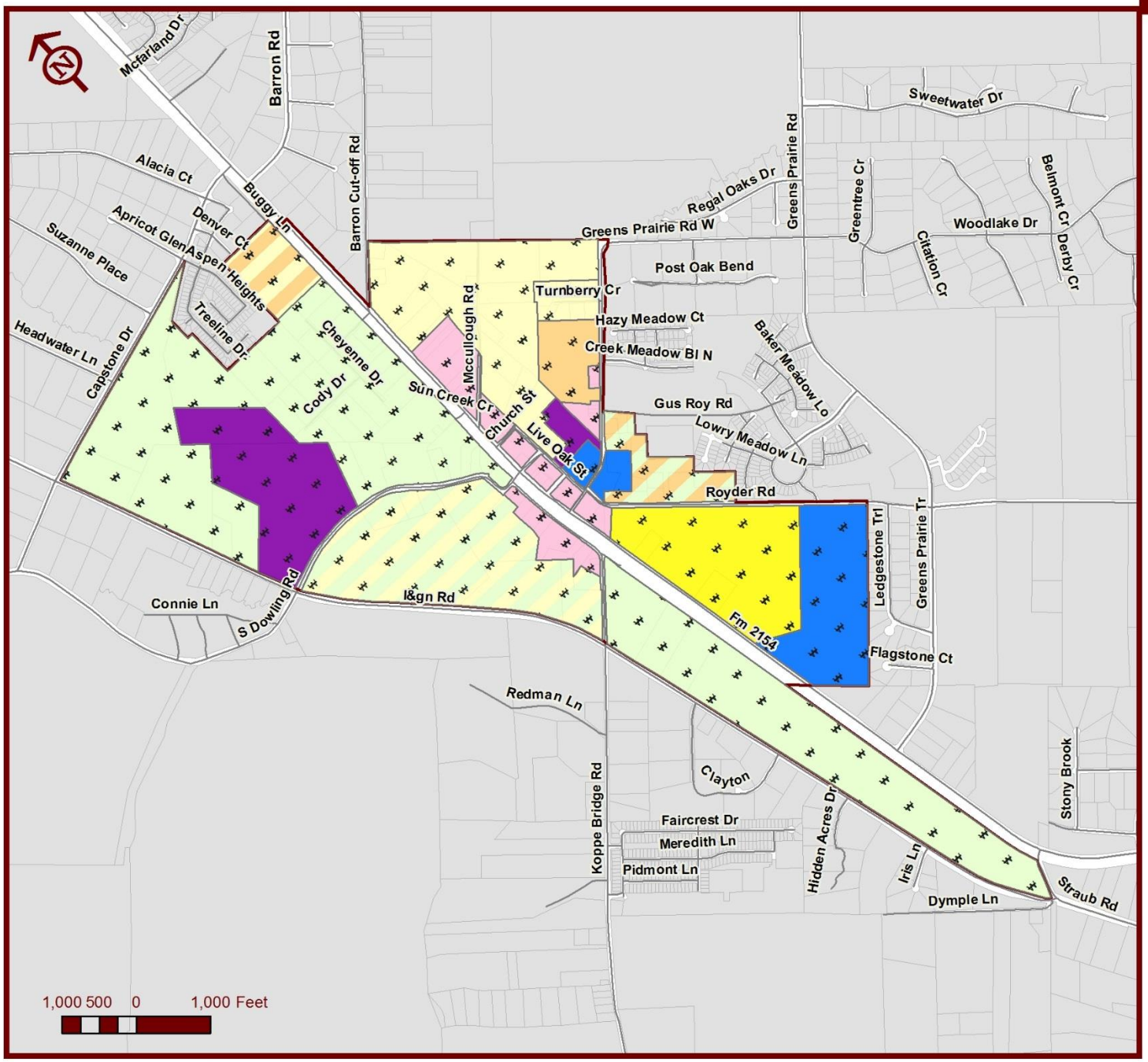
Wellborn Community Plan

Map 2.1

Proposed Future Land Use & Character Map

Landuse

- Wellborn Business Park
- Wellborn Commercial
- Wellborn Institutional/Public
- Wellborn Rural
- Wellborn Preserve
- Wellborn Preserve - Open
- Wellborn Estate
- Wellborn Estate - Open
- Wellborn Restricted Suburban
- Wellborn Suburban
- Planning Area



Proposed Zoning Districts

- R Rural
  Average 3 acres
  Minimum 2 acres
- Wellborn Estate
  Average 2 acres
  Minimum 2 acres
- Wellborn Estate (Cluster Option)
  Average 2 acres
  Minimum 1 acre
- E Estate
  Average 1 acre
  Minimum 1 acre
- E Estate (Cluster Option)
  Average 1 acre
  Absolute minimum 20,000 square feet
- Wellborn Restricted Suburban
  Average 20,000 square feet
  Absolute minimum 8.000 square feet
- GS General Suburban
  Average 5,000 square feet
  Minimum 5,000 square feet
- Wellborn Commercial
- BP Business Park

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, ARTICLES 1 "GENERAL PROVISIONS", 4 "ZONING DISTRICTS", 5 "DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS", 6 "USE REGULATIONS", 7 "GENERAL DEVELOPMENT STANDARDS", AND 8 "SUBDIVISION DESIGN AND IMPROVEMENTS", RELATED TO THE CREATION OF THE WE WELLBORN ESTATE, WRS WELLBORN RESTRICTED SUBURBAN, AND WC WELLBORN COMMERCIAL ZONING DISTRICTS; 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," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" through "F" 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 28th day of July, 2016.

ATTEST: APPROVED:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Article 1 "General Provisions," Sec. 12-1.10.B.5. – "New Districts" of the Code of Ordinances of the City of College Station, Texas, is amended to read as follows:

"Section 12-1.10.B.5 – New Districts.

The following districts are hereby created and added to those in effect at the time of adoption of this UDO.

New District	Name	Effective Date
RDD	Redevelopment District	June 13, 2003
P-MUD	Planned Mixed Use Development	June 13, 2003

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
NAP	Natural Areas Protected	October 7, 2012
SC	Suburban Commercial	October 7, 2012
BP	Business Park	October 7, 2012
BPI	Business Park Industrial	October 7, 2012

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
RS	Restricted Suburban	September 22, 2013

The following districts are hereby created and added to those in effect at the time of this amendment of the UDO.

New District		
MF	Multi-Family	December 28, 2014
MU	Mixed-Use	December 28, 2014

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**
WE	Wellborn Estate	August 7, 2016
WRS	Wellborn Restricted Suburban	August 7, 2016
WC	Wellborn Commercial	August 7, 2016

“

EXHIBIT "B"

That Chapter 12, "Unified Development Ordinance," Article 4 "Zoning Districts," Sec. 12-4.1 – "Establishment of Districts" of the Code of Ordinances of the City of College Station, Texas, is amended to read as follows:

"Sec. 12-4.1. - Establishment of Districts.

Residential Zoning Districts	
R	Rural
WE	Wellborn Estate
E	Estate
WRS	Wellborn Restricted Suburban
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

WC	Wellborn Commercial	
GC	General Commercial	
CI	Commercial Industrial	
BP	Business Park	
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
C-3	Light Commercial
R&D	Research & Development
M-1	Light Industrial
M-2	Heavy Industrial

For the purpose of this UDO, portions of the City, as specified on the Official Zoning Map of the City, are hereby divided into the zoning, design, and overlay districts enumerated below. The intensity regulations applicable for such zoning districts are designated in Chapter 12, Article 5 and the use regulations are designated in Chapter 12, Article 6 of this UDO."

EXHIBIT "C"

That Chapter 12, "Unified Development Ordinance," Article 5 "District Purpose Statements and Supplemental Standards", Sec. 12-5.1 – "Residential Zoning Districts", Sec. 12-5.2. – "Residential Dimensional Standards", Sec. 12-5.3. – "Non-Residential Zoning Districts", and Sec. 12-5.4. – "Non-Residential Dimensional Standards" of the Code of Ordinances of the City of College Station, Texas, are amended to read as follows:

"Sec. 12-5.1. - Residential Zoning Districts.

Occupancy of any dwelling in the following districts shall be limited to "family" as defined by this UDO.

A. **Rural (R).**

This district includes lands that, due to public service limitations, inadequate public infrastructure, or a prevailing rural or agricultural character, are planned for very limited development activities. This district is designed to provide land for a mix of large acreages and large-lot residential developments. Open space is a dominant feature of these areas. This district may also serve as a reserved area in which the future growth of the City can occur.

B. **Wellborn Estate (WE).**

This district includes land that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas tend to consist of low-density single-family residential lots of two acres or more but may be one acre if clustered around undeveloped open space. This zoning district is only permitted in areas designated as Wellborn Estate or Wellborn Estate-Open on the Comprehensive Plan Future Land Use and Character Map. The cluster option may be used only in the area designated Wellborn Estate-Open on the Comprehensive Plan Land Use and Character Map.

C. **Estate (E).**

This district is designed to provide land for low-density single-family lots. These areas shall consist of residential lots averaging twenty thousand (20,000) square feet when clustered around open space or large lots with a minimum of one (1) acre. Subdivisions within this district may contain rural infrastructure.

D. **Wellborn Restricted Suburban (WRS).**

This district is designed to provide land for detached medium-density, single-family residential development. These areas shall consist of residential lots minimum eight thousand (8,000) square feet when clustered around open space or larger lots with a minimum of twenty thousand (20,000) square feet. This zoning district is only permitted in areas designated as Wellborn Restricted Suburban on the Comprehensive Plan Land Use and Character Map.

E. **Restricted Suburban (RS).**

This district is designed to provide land for detached medium-density, single-family residential development. These areas shall consist of residential lots averaging eight thousand (8,000) square feet when clustered around open space or larger lots with a minimum of ten thousand (10,000) square feet.

F. **General Suburban (GS).**

This district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provided with necessary and adequate facilities and services.

G. **Duplex (D).**

This district contains land that has been planned for duplex residential purposes and associated uses. Characterized by moderate density, it may be utilized as a transitional zone.

The following supplemental standards shall apply to this district:

1. Single-family dwellings shall conform to GS General Suburban Standards.
2. Where parking is provided in the front yard of a duplex, an eight-foot setback shall be required between the property line and the nearest side of the parking pad. This eight-foot setback area must contain a three-foot screen consisting of a continuous berm, hedge, or wall. In addition, an eight-foot setback shall be required between the dwelling unit and the nearest side of the parking pad.

H. **Townhouse (T).**

This district contains land, which is to be used for a unique type of dwelling, typically designed for individual ownership, or ownership in-groups of single-family attached residences constructed on individually-platted lots.

The following supplemental standard shall apply to this district:

Single-family dwellings shall conform to GS General Suburban standards.

I. **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.

J. **Mixed-Use (MU)**.

The MU is designed for areas having the most intense level of development. MU areas 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.

K. **Manufactured Home Park (MHP).**

This district contains land that is located, designed and operated as a site for residential uses consisting of manufactured homes in accordance with the permitted uses. The following supplemental standards shall apply to this district:

1. The construction, reconstruction, alteration, or enlargement of a manufactured home park must be pursuant to an approved site plan.
2. Minimum manufactured home park area is two (2) contiguous acres.
3. Maximum gross density shall be ten (10) dwelling units per acre.
4. Minimum setback for a manufactured home from a public street shall be fifteen (15) feet.
5. Minimum setback for a manufactured home from a lot line shall be fifteen (15) feet.
6. Minimum setback for a manufactured home from a private street, parking, or other common area shall be fifteen (15) feet.
7. Minimum setback between two (2) manufactured homes shall be fifteen (15) feet; except that private accessory storage structures located on an individual manufactured home lot need not maintain a separation from the manufactured home that occupies the same lot.
8. Parking areas may be located within common parking areas or on individual manufactured home lots, provided that the parking required for each manufactured home is located within two hundred (200) feet of each lot.
9. Each manufactured home park lot shall have access to public utilities, and it shall have vehicular access to/from either a public right-of-way or private drive."

"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.

Click here to access a PDF version of the Residential Zoning Districts table.

Residential Zoning Districts												
	R	**WE**	**E(N)(P)**	**WRS**	**RS(J)**	**GS(J)(P)**	**T**	**D**	**MHP**	**MF**	**MU**	**Accessory Structures**
Non-Clustered Residential Zoning Districts												
Average Lot Area per Dwelling Unit (DU)	3 acres Average	2 acres	1 Acre	20,000 SF	10,000 SF Average	5,000 SF	2,000 SF	3,500 SF		None	None	Refer to Section 12-6.5, Accessory Uses(L)
Absolute Min. Lot Area per Dwelling Unit (DU)	2 Acres	2 acres	1 Acre	20,000SF	6,500 SF	5,000 SF	2,000 SF	3,500 SF		None	None	
Min. Lot Width	None	100 (M)	100'(M)	70'	70'	50'	None	35'/ DU(E)	(L)	None	None	
Min. Lot Depth	None	None	None	None	None	100'	None	100'		None	None	
Min. Front Setback(H)	50'	30’	30'	25'	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	N/A		N/A	15'(O)	
Min. Side Setback	20'	10’	10'	7.5'	7.5'	7.5'	(A)	7.5'(C)		(A)(B)	None	

Min. Side Street Setback	15'	15’	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	N/A		N/A	15'(O)	
Min. Side Setback between Structures(B)	N/A	15’	15'	15'	15'	15'	7.5'	15'		7.5'	None	
Min. Rear Setback(L)	50'	20’	20'	20'	20'	20'	20'	20'(F)		20'	20'	
Max. Height	35' (G)(K)(L)	35' (G)(K)	35' (G)(K)(L)	35' (G)(K)	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	N/A		N/A	2 Stories	
Max. Dwelling Units/Acre (Subdivision Gross)	0.33	0.5	1.0	2.0	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	N/A	N/A	12	N/A	
Clustered Residential Zoning Districts												
Average Lot Area per	N/A	1 Acre	20,000 SF Average	8,000 SF	8,000 SF Average	3,750 SF (P)	N/A	N/A	N/A	N/A	N/A	N/A

Dwelling Unit (DU)												
Absolute Min. Lot Area per Dwelling Unit (DU)		1 Acre	10,000 SF	8,000 SF	6,500 SF	3,750 SF						
Min. Lot Width		100' (M)	100'(M)	None	None	None						
Min. Lot Depth		None	None	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)	35'(G)(K)	35'(G)(K)	2.5 Stories/ 35'(G)(K)(L)						
Max. Dwelling		0.5	1.0	2.0	4.00	8.0						

Units/Acre (Subdivision Gross)												

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) For MU zoned properties, 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.

(P) Reference Section 12-8.3.H.4.e when using the cluster option in the Wellborn Community Plan area."

"Sec. 12-5.3. - Non-Residential Zoning Districts.

A. **Natural Areas Protected (NAP).**

This district is designed for publicly-owned property or private property intended for the conservation of natural areas. Properties with this designation are relatively undeveloped and are often used for recreational or open space purposes or for the conveyance of floodwaters. Properties with this designation are not projected for conversion to more intense land use in the future by the Comprehensive Plan.

B. **Office (O).**

This district will accommodate selected commercial businesses that provide a service rather than sell products, either retail or wholesale. The uses allowed have relatively low traffic generation and require limited location identification.

C. **Suburban Commercial (SC).**

This district is intended to provide for low-density commercial uses that provide services to nearby neighborhoods. The SC Suburban Commercial District is intended to be compatible with the character of suburban single-family neighborhoods. Buildings have a residential character and scale, and sites are heavily landscaped to minimize the impacts of non-residential uses and associated parking areas on adjacent residential zoning districts. The district allows for a range of uses, with the impacts mitigated through buffering and architecture of the buildings.

D. **Wellborn Commercial (WC).**

This district is intended to provide for low-density commercial uses that provide services to nearby neighborhoods. Such uses shall be limited in size and not accommodate for drive-thru services. Specific design elements should be incorporated into such developments to limit the visual impact on the community and enhance the defined character. This zoning district is only permitted in areas designated as Wellborn Commercial on the Comprehensive Plan Land Use and Character Map.

E. **General Commercial (GC).**

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

F. **Commercial Industrial (CI).**

This district is designed to provide a location for outlets offering goods and services to a limited segment of the general public. The uses included primarily serve other commercial and industrial enterprises.

G. **Business Park (BP).**

This district is designed for uses that primarily serve other commercial and industrial enterprises, and include administrative and professional offices, commercial industrial, research and development oriented light industrial, light manufacturing, and non-polluting industries. Uses in this district need good access to arterial level thoroughfares, but have relatively low traffic generation and require limited location identification.

The development of business parks should be in a campus like setting with structures grouped and clustered, and should be heavily landscaped to minimize the impacts of business park uses and associated parking areas on adjacent properties and public roadways. Impacts of the uses will be limited through buffering and architecture of the buildings.

The following supplemental standards shall apply to this district:

1. All processes and business activities shall be conducted inside buildings with the exception of Commercial Gardens; and
2. All BP zoning districts will be a minimum of five (5) acres in area.

H. **Business Park Industrial (BPI).**

This district is designed to provide land for manufacturing and industrial activities that have nuisance characteristics greater than activities permitted in the BP Business Park district. Permitted uses within this district are generally not compatible with residential uses of any density or lower intensity commercial uses. Generally, these uses need good access to arterial roadways, but should be offset from public roadways and adjacent properties by using the BP Business Park district and its associated development to screen and buffer the uses. The uses allowed have relatively low traffic generation and require limited location identification.

I. **College and University (CU).**

This district is applied to land which is located within the boundaries of the Texas A&M University campus or is owned by the University."

"Sec. 12-5.4. - Non-Residential Dimensional Standards.

The following table establishes dimensional standards that shall be applied within the Non-Residential Zoning Districts, unless otherwise identified in this UDO:

	Non-Residential Zoning Districts							
	O	**SC**	**WC**	**GC**	**CI**	**BP**	**BPI**	**NAP**
Min. Lot Area	None	None	None	None	None	None	None	N/A
Min. Lot Width	24'	50'	50’	24'	24'	100'	100'	N/A
Min. Lot Depth	100'	100'	100’	100'	100'	200'	200'	N/A
Min. Front Setback	25'	25'	25’	25'	25'	25'(E)	25'(E)	N/A
Min. Side Setback	(A)(B)	(A)(B)	(A)(B)	(A)(B)	(A)(B)	(A)(B)	(A)(B)	N/A
Min. St. Side Setback	15'	15'	15'	15'	15'	15'(E)	15'(E)	N/A
Min. Rear Setback	15'	20'	20'	15'	15'	15'(E)	15'(E)	N/A
Max. Height	(C)(F)	2 Stories/ 35' (D)(F)	2 Stories/ 35' (D)(F)	(C)(F)	(C)(F)	(C)(F)	(C)(F)	(F)

Notes:

(A) A minimum side setback of seven and one-half (7.5) feet shall be 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 separated by a dedicated public right-of-way or easement of at least fifteen (15) feet in width.

(C) See Section 12-7.2.H, Height.

(D) Maximum building height is two (2) stories and thirty-five (35) feet, measured at the highest point of the roof or roof peak. Section 12-7.2.H, Height applies to buildings over one-story.

(E) Buildings shall be setback a minimum of fifty (50) feet from all public streets adjacent the perimeter of the business park development, as shown on the approved Preliminary Plan document.

(F) Reference Easterwood Field Airport Zoning Ordinance regarding height limitations.”

EXHIBIT "D"

That Chapter 12, "Unified Development Ordinance," Article 6 "Use Regulations", Sec. 12-6.3.C – "Use Table", Sec. 12-6.4.G – "Fuel Sales", Sec. 12-6.4.Q – "Restaurants", Sec. 12-6.4.R – "Sales and Service (Retail and Wholesale), Sec. 12-6.4.U – "Storage (Self-Service), and Sec. 12-6.4.AB – "Retail Sales and Service" of the Code of Ordinances of the City of College Station, Texas, are amended to read as follows:

"Sec. 12-6.3.C. - Use Table.

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

   A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

   A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 12-6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

   A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 12-6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

Click here to access a PDF version of the Use Table.

USE TABLE	Residential Districts												*Non-Residential Districts*									Retired Districts							*Design Districts*			
Specific Uses	**R**	**WE**	**E**	**WRS**	**RS**	**GS**	**T****	**D****	**MF****	**MU****	**MHP****	**P-MUD****	**O**	**SC**	**WC**	**GC**	**CI**	**BP**	**BPI**	**CU**	**NAP**	**R-1B**	**R-4****	**R-6****	**C-3****	**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			
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
Northgate High-Density Dwelling Unit																													P	P	P
Single-Family Detached	P	P	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												
Educational Facility, Indoor Instruction									P	P		P	P	P	P	P	P								P				P	P	P	P
Educational Facility, Outdoor Instruction	P	C	C									P			P	P	P															
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P		P	P	P	P	P	P												P	P	P	P
Educational Facility, Vocational/Trade												P	P			P	P	P	P							P	P					
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P*

Health Care, Hospitals																P	P															
Health Care, Medical Clinics									P	P			P	P	P	P	P								P					P	P	
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL																																
Agricultural Use, Barn or Stable for Private Stock	P	P	P																													
Agricultural Use, Farm or Pasturage	P	P	P																													
Agricultural Use, Farm Product Processing	P																															
Animal Care Facility, Indoor									P	P		P	P	P	P	P	P								P				P	P	P	
Animal Care Facility, Outdoor	P*																P															
Art Studio/Gallery									P	P		P	P	P	P	P									P				P	P	P	P

Car Wash																P*																
Commercial Garden/Greenhouse/Landscape Maint.	P*															P*	P*	P*	P*							P*						
Commercial Amusements									P	P		P		C	C	P*	P*								C				P	P	P	
Conference/Convention Center									P	P		P				P	P												P	P	P	
Country Club	P	P	P	P	P	P						P				P	P					P										
Day Care, Commercial									P	P	C	P	P	P	P	P							C	C	P					P	P	P
Drive-in/thru window														P*		P													C		P*	
Dry Cleaners and Laundry									P	P		P*	P*	P	P*	P	P								P*				P*	P*	P*	P*
Fraternal Lodge												P				P	P													P	P	P
Fuel Sales												P*		P*		P*									P*		P					
Funeral Homes																P	P	P									P					
Golf Course or Driving Range	P*											P*				P*	P*															
Health Club/Sports									P	P		P		P	P	P									P				P	P	P	P

Facility, Indoor																																	
Health Club/Sports Facility, Outdoor									P	P*		P				P													P	P*	P	
Hotels	C[2]								P	P		P				P													P	P	P	
Mobile Food Court									C[4]	C[4]		C[4]				C[4]													C[4]	C[4]	C[4]	
Night Club, Bar or Tavern									C	C		C				C													C	P	P	
Offices									P	P		P	P	P	P	P	P	P	P						P	P	P	P	P	P	P	P
Parking as a Primary Use										P		P	C			P	P												P		P*	
Personal Service Shop									P	P		P	P	P	P	P									P				P	P	P	P
Printing/Copy Shop									P	P		P	P	P	P	P	P	P	P						P				P	P	P	
Radio/TV Station/Studios									P	P		P	P			P	P	P	P						P	P	P				P*	
Recreational Vehicle (RV) Park	C[3]															C[3]																
Restaurants									P	P		P		P*	P*	P									P*				P	P	P	P*
Retail Sales - Single Tenant										P						P															P	

over 50,000 SF																															
Retail Sales and Service									P	P		P		P*	P*	P*	P*							P				P	P	P	P
Retail Sales and Service - Alcohol										C		P				P*	P*							P				C	P	P	
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Shooting Range, Indoor												P				P	P		P									P			
Theater									P	P		P				P												P	P	P	P
Retail Sales, Manufactured Homes																			P							P*					
Storage, Self Service														P*	P*	P	P		P						P*		P					
Vehicular Sales, Rental, Repair and Service																P*	P*		P							P*					
Wholesales/Services																P*	P*	P	P							P	P				
INDUSTRIAL AND MANUFACTURING																															
Bulk Storage Tanks/Cold Storage Plant																	P		P								P				

Micro-Industrial																P*	P*		P											P*	P*	
Industrial, Light																	P	P	P							P	P	P				
Industrial, Heavy																			P								P					
Recycling Facility - Large																	P*		P								P					
Salvage Yard																			P*								P*					
Scientific Testing/Research Laboratory																	P	P	P							P		P				
Storage, Outdoor - Equipment or Materials																	P	P*	P							P	P					
Truck Stop/Freight or Trucking Terminal																			P								P					
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Warehousing /Distribution																	P	C	P							P	P					
Waste Services																			P								P					

Wireless Telecommunication Facilities - Intermediate	P*											P*	P*			P*	P*	P*	P		P*				P*	P*	P*	P*	P*	P*	P*	P*
Wireless Telecommunication Facilities – Major	C									P*			C			C	C	C	P		C				C	C	P*	C				
Wireless Telecommunication Facilities - Unregulated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P		P	P	P

** District with Supplemental Standards (Refer to Article 5).

[1] Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

[2] Hotels only allowed when accessory to a Country Club development and are limited to a maximum of fifteen (15) rooms.

[3] Refer to Section 12-6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.

[4] Refer to Section 12-6.4. AC "Mobile Food Courts" for Specific Use Standards."

"Sec. 12-6.4.G. – Fuel Sales.

1. Any vehicle repair uses must comply with Section 12-6.4.P, Vehicular Sales, Rental, Repair and Service.
2. All activities except those associated with fuel pumping must be conducted within an enclosed building.
3. Ice and vending machines must be enclosed in a building.
4. No signage, in addition to the signage allowed in Section 12-7.5, Signs, may be allowed within view of the right-of-way.

5. No outside storage or display of vehicles for any purpose.
6. A Drive-Thru car wash designed to accommodate one (1) vehicle shall be permitted as an accessory use.
7. In C-3, Light Commercial fuels sales shall be limited to facilities designed to accommodate a maximum of four (4) vehicles obtaining fuel simultaneously.
8. Minimum setback requirements shall be as follows:

	Front	**Side**	**Rear**	**Side Street**
Fuel pumps	50 feet	25 feet	25 feet	25 feet
Canopies	40 feet	15 feet	15 feet	15 feet

9. Storage tanks must be located below grade.
10. In SC Suburban Commercial, Fuel Sales will be considered a permitted land use on properties with existing Fuel Sales as of September 27, 2012.
11. In WC Wellborn Commercial, Fuel Sales will be considered a permitted land use on properties with existing Fuel Sales as of April 14, 2011."

"Sec. 12-6.4.Q. – Restaurant.

1. In C-3 Light Commercial, SC Suburban Commercial, and Wellborn Commercial, drive-ins and drive-thrus are prohibited.
2. In C-3 Light Commercial, the maximum size shall be two thousand five hundred (2,500) square feet.
3. In SC Suburban Commercial and WC Wellborn Commercial, restaurants (including waiting and outdoor dining areas) may not exceed eight thousand (8,000) square feet and are permitted at the following maximum sizes based on adjacent thoroughfare and access:
   a. Freeway/Expressway and Four- or Six-Lane Major Arterial: Eight thousand (8,000) square feet;
   b. Four-Lane Minor Arterial and Four-Lane Major Collector: Seven thousand (7,000) square feet; or
   c. Two-Lane Major Collector and smaller: Five thousand (5,000) square feet.
4. In SC Suburban Commercial and WC Wellborn Commercial, restaurants shall not locate outdoor seating or playgrounds between the structure and a single-family land use and zoning."

"Sec. 12-6.4.R. – Sales and Service (Retail and Wholesale).

The following Sales Matrix shall be used to determine the most appropriate zoning district for sales and service uses.

Retail.....SALES.....Wholesale		
	GC General Commercial	CI Commercial -Industrial
	GC General Commercial	CI Commercial-Industrial
	Minor.....STORAGE.....Major	

1. Storage is allowed in GC General Commercial, if the square feet of storage is less than fifty (50) percent of the total gross building area, exclusive of office areas.
2. Storage is allowed in WC Wellborn Commercial, if the square feet of storage is less than fifty (50) percent of total physical space.
3. Sales are allowed in CI Commercial Industrial if the square feet of sales is less than fifty (50) percent of the total gross building area, exclusive of office area.
4. Each sales use in a shopping center must meet the storage square-foot criteria above to be permitted in that zoning district.
5. In SC Suburban Commercial, Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet.
6. In WC Wellborn Commercial, Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet."

"Sec. 12-6.4.U. – Storage (Self-Service).

1. **Accessory uses are prohibited.**
2. In SC Suburban Commercial, Self-Service Storage will be considered a permitted land use on properties with existing Self-Service Storage as of September 27, 2012.
3. In WC Wellborn Commercial, Self-Service Storage will be considered a permitted land use on properties with existing Self-Service Storage as of April 14, 2011."

"Sec. 12-6.4.AB. – Retail Sales and Service.

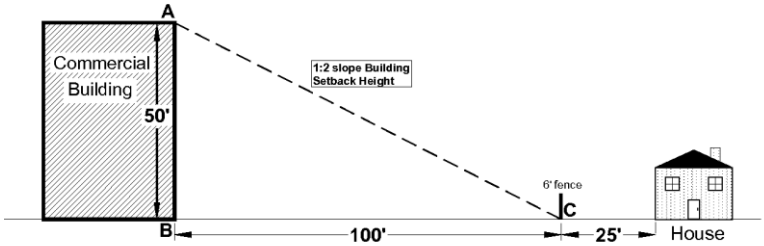
1. In SC Suburban Commercial, Gross Floor Area of a single structure shall not exceed fifteen thousand (15,000) square feet.
2. In WC Wellborn Commercial, Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet."

EXHIBIT "E"

That Chapter 12, "Unified Development Ordinance," Article 7 "General Development Standards", Sec. 12-7.2.H.2 – "Single-Family Height Protection", Sec. 12-7.2.K – "Pedestrian Facilities", Sec. 12-7.3.C. – "Dimensions, Access, and Location", Sec. 12-7.3.H. – Number of Off Street Parking Spaces Required", Sec. 12-7.5.C. – "Summary of Permitted Signs", Sec. 12-7.5.F. – "Sign Standards", Sec. 12-7.5.S. – "Low Profile Signs", Sec. 12-7.7.F. – "Minimum Buffer Standards", Sec. 12-7.7.F.1. – "Buffer Yard", Sec. 12-7.8.C. – "Guidelines", Sec. 12-10.C. – "Standards for Non-Residential Structures", Sec. 12-7.11.C. – "Specific Lighting Requirements", Sec. 12-7.13.B.1. – "Trip Generation Rates", and Sec. 12-7.13.C.1. – "Zoning TIA" of the Code of Ordinances of the City of College Station, Texas, are amended to read as follows:

"Sec. 12-7.2.H.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.

e. In addition to the height limitations recited in this subsection, the following height limitations apply in SC Suburban Commercial and WC Wellborn Commercial zoning:

1. No building may exceed two (2) stories;
2. Maximum eave height is twenty-four (24) feet;
3. Maximum overall height to peak of roof is thirty-five (35) feet;
4. Any structure with an eave height over fifteen (15) feet will be constructed to resemble a two-story façade;
5. Buildings located closest to single-family land use or zoning and within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet;
6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine; and
7. Section 12-7.2.H.2, Single-family Protection, applies to all two-story structures within fifty (50) feet of single-family property line."

"Sec. 12-7.2.K. – Pedestrian Facilities

1. In SC Suburban Commercial and WC Wellborn Commercial districts, pedestrian connections adjacent to residential areas shall be provided as determined by the Administrator so as to enhance pedestrian, bicycle mobility, and connectivity.
2. 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.
3. For sites subject to the Non-Residential Architectural Standards of this UDO except for MU Mixed-Use districts:

a. Public entry façades of retail buildings that exceed 200 feet in horizontal length shall place a minimum ten (10) foot sidewalk along the full frontage of its public entry façade. Tree wells and planter boxes may be placed along this walkway and in a manner that does not obstruct pedestrian movement. Bike parking facilities are allowed in this area. Vehicular parking or cart storage is prohibited. Outside display is allowed but only if it does not occupy more than thirty (30) percent of this area and meets the requirements of Outside Storage and Display Section.

b. A site or sites part of a building plot in excess of ten (10) acres shall provide designated connections among primary buildings and pad sites for pedestrian and bicycle traffic. Locations for sidewalks and bicycle parking facilities shall be provided and shown on the site plan. Pedestrian walkways may be incorporated into

the landscape strips separating parking areas only if the strip is ten (10) feet in width. Pedestrian walkways shall be a minimum of five (5) feet wide and shall connect public street sidewalks, transit stops, parking areas and other buildings in a design that ensures safe pedestrian use.

c. A site or sites part of a building plot in excess of ten (10) acres shall provide one plaza developed as an integral part of the development and not less than five hundred (500) square feet in area. This area shall not count toward required parking islands or area requirements of a parking concept as described in the Large Parking Lots Section. This area shall incorporate a minimum of three (3) of the following:

1. Seating components
2. Structural or vegetative shading*
3. Water features*
4. Decorative landscape planters*
5. Public Art*
6. Outdoor eating accommodations
7. Hardscape elements at entrances and within the parking area such as decorative pavers, low masonry walls, clock towers, etc.

* These public areas may be located within the parking landscape areas."

"Sec. 12-7.3.C – Dimensions, Access, and Location.

This Section applies to any development or redevelopment of uses other than single-family residential, duplexes, or townhouses unless otherwise noted.

1. Each off-street parking space for automobiles shall have an area of not less than nine (9) feet by twenty (20) feet and each stall shall be striped. This standard shall apply for off-street parking for all uses including single-family residential, duplexes, and townhouses. Single-family residential and townhouses are not required to stripe parking spaces.
2. For properties located within the area described as "Area V" in the Southside Area Neighborhood Plan, an amendment of the City's Comprehensive Plan (Ordinance No. 2012-3442), a new single-family structure may locate its parking, including both required and additional parking in the areas described below:

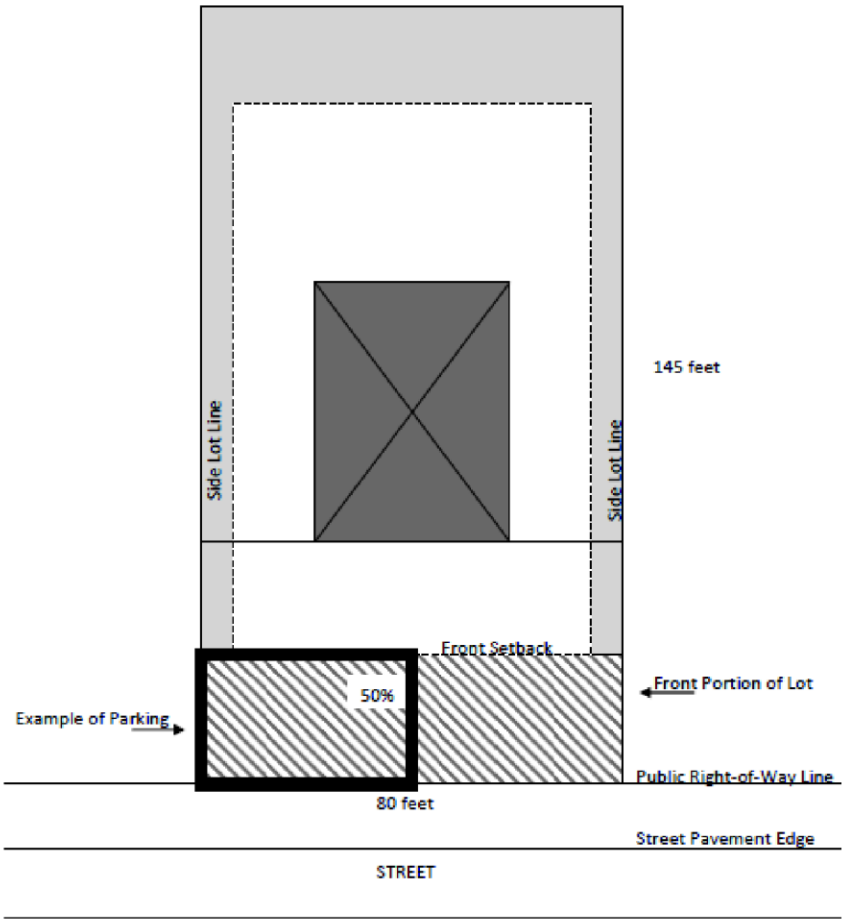
a. Anywhere on the lot behind the structure with no limit on the size of the area;

b. Anywhere in the side yards of the lot with no limit on the size of the area; and,

c. An area located in front of the structure not to exceed a size equivalent to fifty (50) percent of the front portion of the property. The front portion of the property is the area of the lot within the side lot lines, the front setback, and the public right-of-way line (see graphic below). The square footage of parking allowed by this calculation may be located within or outside the boundary of the area used for calculations (see

graphic below). The portion of the driveway located between the front property line and the structure shall be included in the maximum parking area square footage.

AREA V - ALLOWABLE LOCATION FOR PARKING



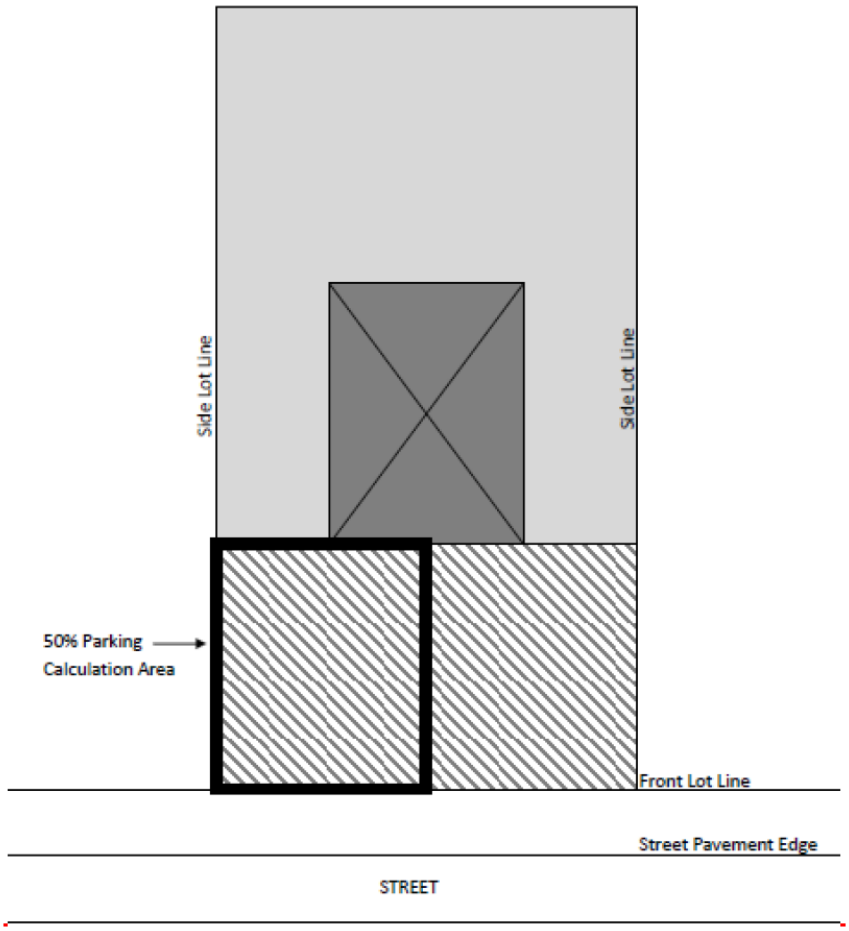
3. For all detached single-family uses, at the time of construction, reconstruction, or addition to the number of existing bedrooms, parking shall be located in the areas described below:

   a. Anywhere on the lot behind the structure with no limit on the size of the area. Parking located behind the structure shall be screened by a solid hedge wall, fence, or wall, at least six (6) feet in height. All solid hedge walls shall be one-hundred (100) percent opaque. All shrubs planted for a hedge wall shall be a minimum of 15 gallons each and evergreen;

   b. Anywhere in the side yards of the lot with no limit on the size of the area; and,

   c. Any area located in front of the primary structure not to exceed a size equivalent to fifty (50) percent of the front area. The front area is defined as the area of the lot within the side lot lines, the front plane of the primary structure and the public right-of-way (see graphic below). The driveway area shall be included in this calculation.

DETACHED SINGLE-FAMILY USES - ALLOWABLE LOCATION FOR PARKING



4. When existing detached single-family parking is expanded in front of the structure, it shall not exceed a size equivalent to fifty (50) percent of the front area as described above.

5. An eighteen-foot paved space (ninety-degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four (4) feet. An eighteen-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six (6) feet. This standard shall also apply to off-street parking for single-family residential, duplexes, and townhouses.

6. The width of an alley may be assumed to be a portion of the maneuvering space requirement for off-street parking facilities located adjacent to a public alley. This standard shall apply for off-street parking for all uses including single-family residential, duplexes, and townhouses.

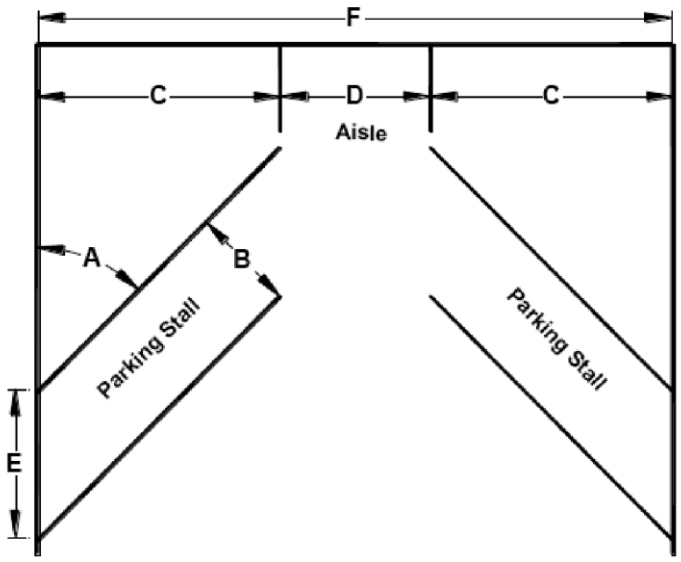
7. Each parking space intended for use by the handicapped shall be designed in accordance with the standards of the Texas Architectural Barriers Act (TABA) administered by the Texas Department of License and Regulation.

8. Each parking space and the maneuvering area thereto shall be located entirely within the boundaries of the building plot except where shared parking is approved by the City.

9. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall.

PARKING SPACE AND AISLE DIMENSIONS

A	B	C	D		E	F	
Angle (degrees)	**Width of stall**	**Depth of stall 90° to aisle**	**Width of aisle**		**Width of stall parallel to aisle**	**Module width**	
			One way	**Two way**		**One way**	**Two way**
0	22 feet	10 feet	12.0 feet	20.0 feet	22.0 feet	22.0 feet	40.0 feet
45	9 feet	21.1 feet	12.0 feet	20.0 feet	12.7 feet	54.2 feet	62.2 feet
60	9 feet	22.3 feet	15.0 feet	22.0 feet	10.4 feet	59.6 feet	66.3 feet
90	9 feet	20.0 feet	23.0 feet	23.0 feet	9.0 feet	63.0 feet	63.0 feet



10. Parking lots located within fifteen (15) feet of a public right-of-way shall have a maximum of seven (7) contiguous spaces separated by an eighteen- by twenty-foot landscaped island.

11. All parking lots and drive aisles shall be setback a minimum of six (6) feet from any public right-of-way or public way. In sites subject to the Non-Residential Architectural

Standards of this UDO, where parking or drive aisles are located between the building and the public right-of-way or public way, there shall be a minimum setback of ten (10) feet from the public right-of-way or public way to the parking area or drive aisle.

12. In SC Suburban Commercial and WC Wellborn Commercial districts, parking shall not be located between the structure and an adjacent single-family use or zoning district. Drive aisles and service aisles shall be permitted between the structures and an adjacent single-family use or zoning district.
13. Parking is discouraged along entrance drives and should be limited on major circulation aisles of large developments and major retail centers.
14. The Design Review Board may waive parking lot dimension requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district."

"Sec. 12-7.3.H. – Number of Off-Street Parking Spaces Required.

In computing the number of parking spaces required, the following rules shall govern:

1. Parking requirements based on square footage shall be based upon the gross floor area, unless otherwise stated. Service areas such as mechanical rooms, restrooms, and closets shall be included in the calculation of "gross floor area" for determining required parking spaces;
2. Where fractional spaces result in computing required parking spaces, the required number of spaces must be increased to the nearest whole number;
3. The parking space requirements for a use not specifically listed shall be the same as those for the most similar to the proposed use, as determined by the Administrator;
4. Whenever a building or use constructed or established after the effective date of this UDO is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise, parking requirements shall be met on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this UDO is enlarged, the enlarged building or increased use shall then and thereafter comply with the parking requirements set forth herein;
5. Where requirements are established on the basis of the number of seats, such requirements shall be based on the seating capacity as determined by the Building Official;
6. Where a manufacturing/industrial use has more than one (1) working shift of employees, parking shall be provided to accommodate overlap requirements during transition periods;
7. When the developer of a large-scale development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the development. Such a reduction in parking spaces shall be justified through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. The balance of the land necessary to meet

these requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand;

8. The Design Review Board may waive parking space requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

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	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
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	
Personal Service Shop	250 s.f.	1.0	
Priv. School or Comm. Studio	100 s.f.	1.0	
Retail Sales & Service:			
GC, SC, WC, 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, WC, 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 SC, or WC, 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.C. - Summary of Permitted Signs.

The following signs are permitted in the relevant zoning districts of the City:

Click here to access a PDF version of the Summary of Permitted Signs table.

	R	WE	E	WRS	R-1B	GS	D	T	MF	MU	R-4	R-6	MHP	O	SC	WC	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	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	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	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	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	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	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."

"Sec. 12-7.5.F. - Sign Standards.

The following table summarizes the sign standards for the City of College Station:

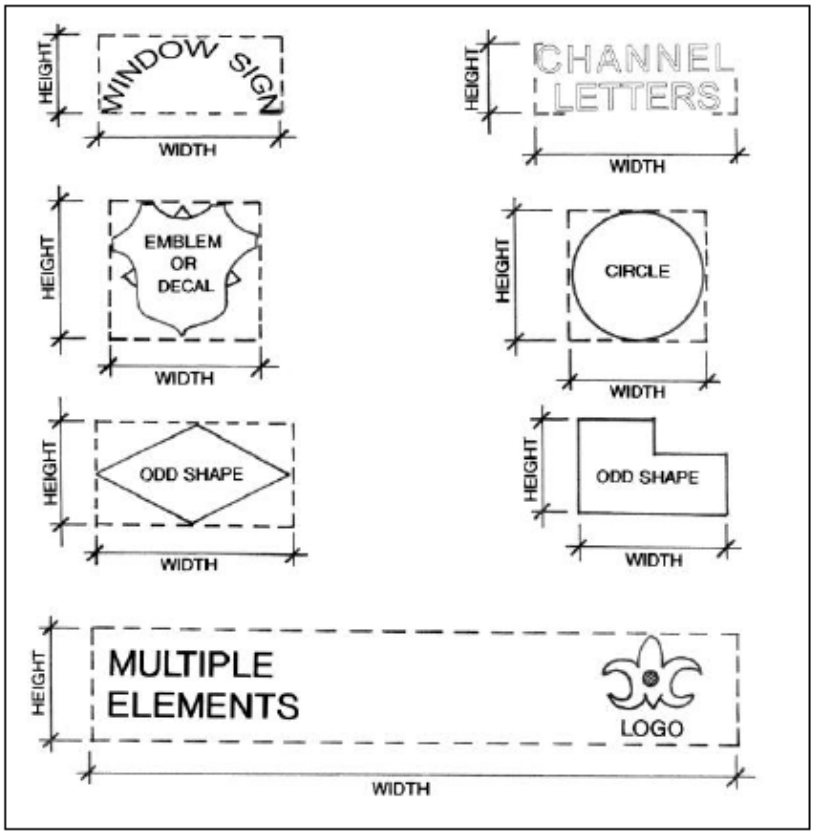
Sign Type	Maximum Area (s.f.)**	Maximum Height (ft.)	Setback From ROW (ft.)	Number Allowed
Apartment/Condominium/Manufactured Home Park Identification Signs	100	10	10	1/frontage
Area Identification Signs	16	4	10	1/10-50 acre subdivision or phase
Attached Signs	Varies, see Section 12-7.5.I below	Not to 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 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 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.

* 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, WC Wellborn Commercial, BP Business Park, and BPI Business Park Industrial, one (1) low-profile sign per structure is permitted.



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"Sec. 12-7.5.S. - Low Profile Signs.

In addition to meeting the other requirements of this Section, Low Profile Signs are subject to the following:

1. A premises with less than seventy-five (75) feet of street frontage shall be allowed to use one (1) Low Profile Sign in lieu of a Freestanding Commercial Sign;
2. Each single building plot containing one (1) or more pad sites, shall be permitted one (1) Low Profile Sign per pad site according to the restrictions of 12-7.5.F, Sign Standards; and
3. In SC Suburban Commercial, WC Wellborn Commercial, BP Business Park, and BPI Business Park Industrial, one (1) Low Profile Sign per structure is permitted."

"Sec. 12-7.7.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 (ii)	Multi-Family Residential (i)	Non-Residential (iii)
Single-family (ii)	N/A	N/A	N/A
Multi-Family (i) (iii)	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/ Wellborn 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)

(i) Includes duplexes.

(ii) Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

(iii) 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”

"Sec. 12-7.7.F.1 - Buffer Yards.

a. Buffer yards shall be measured from the common property line and may be located within established building setbacks.

b. Where utility or drainage easements or other similar situations exists in the required buffer yard, the buffer yard may be reduced by the width of the easement; however, an additional five (5) feet may be required beyond the width of the easement in these situations to allow for the required plantings and fence or wall. All new plantings and irrigation shall be located outside of the easement. The Administrator has the discretion to allow a required fence or wall within the easement.

c. In SC Suburban Commercial and WC Wellborn Commercial:

   1. Buffer required plantings shall be doubled along property lines adjacent to single-family residential zoning or land use. In lieu of a fence, plantings may be tripled.

   2. When adjacent to single-family use, zoning, or future Land Use and Character designation, a buffer wall is required for the length of any adjacent parking, loading areas, or dumpster uses (including required maneuvering space).

d. In BP Business Park, required buffer plantings shall be doubled along property lines adjacent to single-family residential zoning or development.

e. In BPI Business Park Industrial, required buffer plantings shall be doubled along property lines adjacent to any zoning district or use other than BP Business Park or BPI Business Park Industrial.

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.C. - Guidelines.

The following minimum standards shall be met:

1. All dumpsters shall be screened. Screening shall be at least as tall as the dumpster(s) and may be achieved through the use of buildings, fences, or walls. Plant materials may be used to supplement required screening.

   Dumpster screens should be located outside of utility easements. Property owners with dumpster screens located within utility easements are hereby warned that they will be responsible for the replacement of the screens if it becomes necessary to remove them for utility construction and/or maintenance.

2. Multi-family developments shall provide the required pad and screening for one (1) eight-yard dumpster per forty (40) bedrooms;

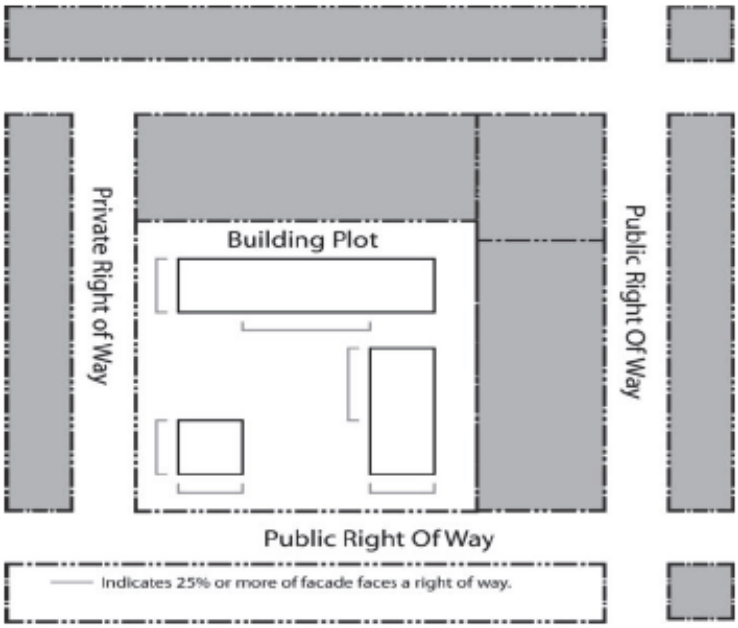
3. Townhomes not served by approved, accessible alleys, shall provide the required pad and screening for one (1) eight-yard dumpster per sixteen (16) dwelling units;

4. The interior clearance (inside the screen) dimensions for a single three hundred-gallon container enclosure shall be ten (10) feet deep by ten (10) feet wide;
5. The interior clearance (inside the screen) dimensions for a single (one (1) eight-yard) dumpster enclosure shall be twelve (12) feet deep by twelve (12) feet wide;
6. The interior clearance (inside the screen) dimensions for a double (two (2) eight-yard) dumpster enclosure shall be twelve (12) feet deep by twenty-four (24) feet wide;
7. Bollards and other such devices shall not be set within the minimum width dimensions noted above;
8. All required containers and dumpsters pads shall be constructed of six (6) inches of steel-reinforced concrete;
9. All required containers and dumpsters shall be screened by means of an approved six-foot high opaque device on a minimum of three (3) sides. Depending on visibility to pedestrian and vehicular traffic, a gate may be required for all enclosures except three hundred-gallon side-loading automated containers. Gates shall have a minimum width of twelve (12) feet when open, shall swing one hundred eighty (180) degrees from the closed position, and shall utilize a positive-locking mechanism while in the open position. Three hundred-gallon side-loading automated container enclosures shall be open on the side, facing the collection point. The open side cannot be facing the public right-of-way. Materials may be dictated by the terms of a Conditional Use Permit (CUP) or the Design Review Board (DRB); and
10. The ingress, egress, and approach to all dumpster pads shall conform to the fire lane requirements.
11. In SC Suburban Commercial and WC Wellborn Commercial, consolidated sanitation service is required and shall be located furthest from single-family use or zoning. Notwithstanding the foregoing, it may be located adjacent to single-family if a buffer wall is used.
12. In BP Business Park, consolidated sanitation service is required and shall be located furthest from single-family use or zoning."

"Sec. 12-7.10.C. - Standards for Non-Residential Structures.

1. **Façade Terms.**
   a. **Primary Façade**. A façade is considered to be a "primary façade" when it is the primary entrance façade of a primary building (not accessory buildings) or when any façade of a primary building is facing a public right-of-way, private right-of-way, or public way.
   b. **Facing**. A façade is considered facing a public right-of-way, private right-of-way, or public way when an imaginary plane could be extended unobstructed by a wall or structure in the building plot from at least 25% of the façade into the public right-of-way, private right-of-way, or public way adjacent to the building plot, as illustrated below.

c. **Visible**. The term visible is used in application of this section. A side or rear façade of a building shall not be considered visible from a public right-of-way or public way if it is located more than four-hundred (400) feet away.



2. **Required Screening.**

a. All mechanical equipment shall be screened from view or located so as not to be visible from any public right-of-way, public way, or residential district when viewed within one hundred fifty (150) feet of the perimeter boundary of the subject lot or tract, measured from a height five (5) feet above grade. Such screening shall be coordinated with the building architecture, materials, colors and scale to maintain a unified appearance. Acceptable methods of screening are: encasement, parapet walls, partition screens, brick/stone/masonry walls or fences. Electrical panel boxes attached to the side of a building that are painted to match the building color do not require additional screening.

b. In SC Suburban Commercial and WC Wellborn Commercial, roof-mounted mechanical equipment shall be screened from any right-of-way, public way, or adjacent property by either the roof itself (including within a cut-out) or by a false roof element (i.e. chimney, cupola). Components of a mechanical equipment system, such as vents or exhaust pipes, protruding from the roof that are no larger than twelve (12) inches in diameter nor exceeding the height of the roof line are not required to be screened, but must be painted to match the roof color.

3. **Building Mass and Design.**

a. **Horizontal Façade Articulation.**

1. Façade articulation (wall plane projections or recessions) is required on the first two (2) stories of any primary façade that exceeds two-hundred (200) feet in horizontal length. No more than thirty-three (33) percent of any primary façade

shall be on the same continuous geometric plane. Wall plane projections or recessions shall have a minimum depth of four (4) feet.

2. For all properties zoned SC Suburban Commercial: For buildings over eight thousand (8,000) square feet, primary façades shall have articulation of minimum four-foot (4) depth within each fifty-foot (50) section of façade.

3. 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.

b. **Building Entry Design**.

1. In order to provide a sense of arrival and shelter, public building entrances are to feature a protected entry through the use of an awning, canopy, porte-cochere, recessed entry or other similar architectural element.

2. Buildings that have multiple ground floor tenants or multiple primary building entrances shall have all entrances treated architecturally.

3. For all properties zoned WC Wellborn Commercial, the following additional standards shall apply:

a. All buildings shall be required to provide a covered front porch along the full length of the public entry façade, projecting a minimum four (4) feet from the face of the building.

b. All buildings that have frontage on Wellborn Road and/or Live Oak Street, shall have a public entry facing both rights-of-way.

c. In cases where more than two facades require a public entrance, the administrator may determine which two facades require entrances.

c. **Architectural Relief.**

1. In order to provide visual interest, the first two (2) stories of any primary façade or façade visible from a public right-of-way or public way shall use at least one (1) architectural relief element for every twenty-five (25) horizontal feet, or part thereof, of façade length.

2. Façades requiring architectural relief shall provide a minimum of two (2) different types of relief elements per façade.

3. To avoid monotony, no more than one-half (½) of the required minimum number of elements on a façade may consist of the same type of relief element.

4. The design elements may be grouped or spaced as needed along the façade, though in no case shall more than seventy-five (75) feet of continuous horizontal length be void of a relief element.

5. Design elements used to meet architectural relief must have a functional architectural purpose such as awnings may not be located over faux windows or a wall area that does not have an opening.

6. A relief element counted to meet the requirement of one (1) façade may not also be counted toward another façade.
7. Architectural relief is not required for façades, or parts of a façade, that are within fifteen (15) feet of another building that screens the façade.
8. Accessory buildings to a primary use, where each façade is equal to or less than twenty-five (25) horizontal feet in length or the perimeter of all façades is less than one hundred (100) horizontal feet in length, and where each façade incorporates the same building materials and colors as the primary structure, are not required to provide architectural relief elements.
9. Architectural relief elements may be added to a non-conforming façade of an existing building subject to the following limitation: if more than fifty (50) percent of the required number of elements on a façade are added, removed, or altered, including on a cumulative basis, the façade must be brought into compliance for architectural relief.
10. **Qualifying Architectural Relief Elements**.

    a. For all applicable properties other than those located in SC Suburban Commercial, WC Wellborn Commercial, and MU Mixed-Use districts, the following types of architectural relief may be utilized to meet the requirements of this section:

    1) Canopies, permanent decorative awnings, or windows accompanied by overhangs that exceed eighteen (18) inches;

    2) Wall plane projections or recessions with a minimum of four-foot depth;

    3) Pilasters that project from a wall at least four (4) inches or columns;

    4) Roofline articulation as described below may count as one (1) element for a façade if it is used on a façade where the articulation is not already required;

    5) A well-defined cornice or other architectural termination to visually cap the building along a parapet may count as one (1) element for a façade if it is used on a façade where this feature is not already required;

    6) Recessed entries, stoops, porches, or arcades;

    7) Balconies that extend from the building;

    8) Boxed or bay windows; or

    9) Decorative stormwater management initiatives physically integrated with the building, as approved by the Administrator.

    b. For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following types of architectural relief may be utilized to meet the requirements of this section:

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, if used on a façade where this feature is not already required;
3) Eaves in excess of eighteen (18) inches, if used on a façade that does not have a covered front porch;
4) Window planter boxes;
5) Window canopy;
6) Dormers;
7) Transom windows;
8) Decorative façade lighting;
9) Chimneys or cupolas;
10) Cross gables;
11) Entry Portico; or
12) Horizontal articulation with a minimum depth of four (4) feet for WC Wellborn Commercial only.

c. For all properties zoned MU Mixed-Use, the following types of architectural relief may be utilized to meet the requirements of this section:

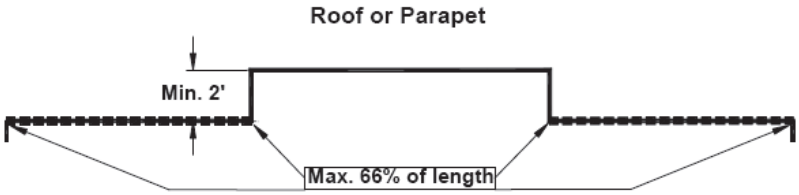
1) Canopies or permanent decorative awnings;
2) Wall plane projections or recessions with a minimum of four-foot depth;
3) Pilasters that project from a wall at least four (4) inches or columns;
4) Recessed entries, stoops, porches, or arcades;
5) Balconies that extend from the building;
6) Boxed or 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.

d. **Other Mass and Design Requirements.**

1. 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.
2. For all properties zoned WC Wellborn Commercial: Gross Floor Area of a single structure shall not exceed ten thousand (10,000) square feet in area.
3. For all properties zoned MU Mixed-Use:
   a. The ground-floor shall have a minimum floor-to-ceiling height of twelve (12) feet.
   b. 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.
   c. Public entry is required on all façades facing a public right-of-way, street, or public way. In the event that more than two (2) façades require a public entrance, the Administrator may determine which two (2) façades require entrances. The Administrator may also forward the question to the Design Review Board for any reason.
   d. 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) façades face a public right-of-way, street, or public way, the Administrator shall determine the most appropriate façade for such activities.

e. **Roof and Roofline Design.**

1. On buildings three (3) stories or less, the horizontal line of a flat roof or parapet along a primary entrance façade, along any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan, and on all façades visible from a public right-of-way for properties that are zoned MU Mixed Use, 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, as represented below.



2. For all rooflines that are required to articulate as described above, the parapet roof line shall feature a well-defined cornice or other architectural termination to visually cap the building along the roofline.

3. For all properties zoned SC Suburban Commercial and WC Wellborn 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.

4. **Building Materials.**

a. The following minimum amount of fired brick, natural stone, marble, granite, or any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) to simulate brick, stone, marble, or granite shall be provided:

1. A minimum of ten (10) percent on any façade visible from a public right-of-way or public way;

2. A minimum of twenty (20) percent on primary entrance façades (single or multiple tenant building) that exceed two-hundred (200) feet in horizontal length;

3. A minimum of twenty (20) percent on any façade facing a public right-of-way of a street classified as a major collector on the Thoroughfare Plan; and

4. A minimum of thirty (30) percent on any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan.

b. Building materials used to meet the minimum material requirements as provided above may not be painted.

c. The following building materials are allowed on all façades subject to the following limitations:

1. Stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, reflective glass, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than seventy-five (75) percent of any façade.

2. Wood or cedar siding, stainless steel, chrome, standing seam metal, premium grade architectural metal, or architecturally finished metal panels (not corrugated metal) shall not cover more than thirty (30) percent of any façade.

3. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten (10) percent of any façade.

4. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.

5. Galvanized steel and painted steel are allowed on doors, including roll-up doors.

6. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.

7. In WC Wellborn Commercial wood or cedar siding shall be allowed but not cover more than seventy-five (75) percent of any façade and reflective glass shall not cover more than thirty (30) percent of any façade.

d. When determining the area of a façade, doors, windows, and other openings are included and roof area is not included.

e. Existing buildings may continue to utilize materials other than those listed provided that any material replacement is for maintenance purposes only and the existing material is continued. Any material change or replacement of more than ten (10) percent of the total area of a façade, including on a cumulative basis, shall require that all building materials and color be brought into compliance on that façade.

f. All architectural submittals shall provide elevation drawings for each façade and a material legend (see sample below) for each façade.

SAMPLE LEGEND USE OF MATERIALS ON FAÇADE 'A'		
Total Square Footage of Façade 'A': 10,000 s.f.		
Material	**Area in Square Feet**	**Percent of Overall Façade**
Stucco	2,000 s.f.	20%
Brick	5,000 s.f.	50%
Doors and Windows	3,000 s.f.	30%

5. **Building Colors.**

a. All building façades and roofs shall consist of only colors from the color palette approved by the City Council as amended by the Design Review Board and maintained in the Office of the Administrator. All other colors shall be considered accent colors and may be used on no more than ten (10) percent of the façade on which the accent color is applied.

b. When applying brick, colors normally found in manufactured fired brick are permitted. All colors of natural stone are permitted.

c. Building and roof color requirements apply to all new buildings, redeveloped buildings, and façade work. Color samples shall be submitted for approval to the Office of the Administrator.

d. Existing buildings may continue to utilize colors that are not from the approved color palette provided that repainting is done for maintenance purposes only and the existing color is continued. Any color change on existing buildings shall be brought into compliance with this section and color samples shall be submitted as provided herein."

"Sec. 12-7.11.C. - Specific Lighting Requirements.

The following specific lighting requirements apply:

1. Façade and flagpole lighting must be directed only toward the façade or flag and shall not interfere with the night-visibility on nearby thoroughfares or shine directly at any adjacent residential use;
2. All lighting fixtures incorporated into non-enclosed structures (i.e., gas pump canopies, car washes, etc.) shall be fully recessed into the underside of such structures;
3. For properties zoned SC Suburban Commercial and WC Wellborn Commercial, site and parking lot lighting fixtures may not exceed the eave height of the building to which they principally relate, with a maximum height limit of twenty (20) feet; and
4. For properties zoned BP Business Park, site and parking lot lighting fixtures may not exceed the height of the building to which they principally relate, with a maximum height limit of twenty (20) feet."

"Sec. 12-7.13.B.1 - Trip Generation Rates.

Trip Generation Rates are used to estimate the amount of vehicular traffic generated by proposed rezoning or a proposed site plan. For Zoning TIAs, these rates are shown by zoning district in the table below. Site plan TIAs shall use rates set forth in the latest edition of the Trip Generation Report published by the Institute of Transportation Engineers (ITE), unless said Report does not adequately address the type or intensity of the proposed land use. In this event the applicant or his agent shall submit projected vehicle trips to the Administrator. For land uses adequately represented in said Report, alternate trip generation rates shall not be accepted.

Table 1
Trip Generation: Residential Land Uses

Zoning Classification	Maximum Units/Acre	ITE Land Use Code	Trip Rate / Unit	Trip Rate / Acre
R-4	20.0	220	0.62	12.4
R-6	30.0	220	0.62	18.6
MHP	Determined by Administrator			
P-MUD	Determined by Administrator			

Table 2 Trip Generation: Non-Residential Land Uses				
Zoning Classification	**Maximum Units/Acre***	**ITE Land Use Code**	**Trip Rate / KSF**	**Trip Rate / Acre**
O	16,000 sf	710	1.55	25
SC	11,000 sf	820	3.75	40
WC	11,000 sf	820	3.75	40
GC	13,500 sf	820	3.75	50
CI	16,000 sf	710	1.55	25
BP	N/A	130	0.85	8.85
BPI	N/A	770	1.43	19
CU	Determined by Administrator			
PDD	Determined by Administrator			

* Density maximum calculated based on existing (2007) developments in the City of College Station.

Table 3 Trip Generation: Retired Land Uses				
Zoning Classification	**Maximum Units/Acre***	**ITE Land Use Code**	**Trip Rate / KSF**	**Trip Rate / Acre**
C-3	11,000 sf	820	3.75	40
R&D	N/A	760	N/A	16.8
M-1	N/A	110	N/A	7.5

M-2	N/A	120	N/A	2.2

“

“Sec. 12-7.13.C.1 - Zoning TIA.

Any zoning request, except for certain "redevelopment" areas, requests for R, WE, E, WRS, GS, R-1B, D, or T zoning classifications which is expected to generate at least one hundred fifty (150) vehicle trips during any peak hour period requires a TIA. Where the Comprehensive Plan designates a property as "Redevelopment" a TIA is required if the zoning request is expected to generate at least one hundred fifty (150) vehicle trips during any peak hour period more than those generated by the currently approved use(s) on the property. A zoning request involving multiple zoning districts is required to have a TIA based on the total traffic generated for all the proposed districts. A TIA may be required for a zoning request that generates less than one hundred fifty (150) trips in the peak hour, where the peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator.

A TIA shall be required unless the applicant demonstrates to the satisfaction of the Administrator that a TIA is not necessary for the proposed rezoning request. In cases where a TIA is required, the rezoning application will be considered incomplete until the TIA is submitted.”

EXHIBIT "F"

That Chapter 12, "Unified Development Ordinance," Article 8 "Subdivision Design and Improvements", Section 12-8.3.H.4.e – "Specific District Standards" of the Code of Ordinances of the City of College Station, Texas, is amended to read as follows:

"Sec. 12-8.3.H.4.e – Specific District Standards.

1. **Wellborn Estate –**

   a. **Lot Size.** The minimum lot size is one (1) acre as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development, except as noted below. Subdivisions with all lots over one acre and lot widths of one hundred (100) feet may use rural character roads.

   b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

2. **Estate -**

   a. **Lot Size.** The minimum average lot size is twenty thousand (20,000) square feet with an absolute minimum lot size of ten thousand (10,000) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development, except as noted below. Subdivisions with all lots over twenty thousand (20,000) square feet and lot widths of one hundred (100) feet may use rural character roads. Subdivisions containing any lots below twenty thousand (20,000) square feet must use urban street standards.

   b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

   c. In the Wellborn Community Plan area, the cluster option may be used only in the area designated Wellborn Preserve-Open on the Comprehensive Plan Land Use and Character Map.

3. **Wellborn Restricted Suburban**

   a. **Lot Size.** The minimum average lot size is eight thousand (8,000) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.

b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

4. **Restricted Suburban -**

a. **Lot Size.** The minimum average lot size is eight thousand (8,000) square feet with an absolute minimum lot size of six thousand five hundred (6,500) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.

b. **Setbacks and Building Separations.** The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

5. **General Suburban -**

a. **Lot Size**. The minimum lot size is three thousand seven hundred fifty (3,750) square feet as long as individual lot sizes are adequate to meet all other required density, district, and development standards. There is no set minimum lot width or depth requirement within a cluster development.

b. **Setbacks and Building Separations.**

The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

c. In the Wellborn Community Plan area as designated on the Comprehensive Plan Future Land Use and Character Map, the cluster option is not permitted."

Legislation Details (With Text)

File #:	16-0442	**Version:**	1	**Name:**	CH 2 Amendment for Wellborn Zoning Districts
Type:	Ordinance			**Status:**	Agenda Ready
File created:	7/13/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action, and discussion regarding an ordinance amending Chapter 2, “Animal Control”, Section 4 “Livestock, Birds, Exotic Animals and Wild Animals”, of the Code of Ordinances of the City of College Station, Texas related to the creation of the WE Wellborn Estate zoning district in compliance with the Wellborn Community Plan.				
Sponsors:	Jessica Bullock				
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an ordinance amending Chapter 2, “Animal Control”, Section 4 “Livestock, Birds, Exotic Animals and Wild Animals”, of the Code of Ordinances of the City of College Station, Texas related to the creation of the WE Wellborn Estate zoning district in compliance with the Wellborn Community Plan.

Relationship to Strategic Goals:

- Neighborhood Integrity

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

Summary: This item amends Chapter 2 of the Code of Ordinances to allow the keeping of domestic livestock, fowl, and rabbits without a permit in the newly-created WE Wellborn Estate zoning district.

Chapter 2, “Animal Control” of the Code of Ordinances of the City of College Station, Texas, Section 4 “Livestock, Birds, Exotic Animals and Wild Animals” currently allows the keeping of domestic livestock, fowl, and rabbits without a permit in R Rural and E Estate zoning districts. As an implementation item of the Wellborn Community Plan WE Wellborn Estate is a new zoning district created that is comparable in character to R Rural and Estate. It is a land use designation is generally for areas that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas will tend to consist of low-density single-family residential lots of two acres or more but may be one acre if clustered around undeveloped open space.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, "ANIMAL CONTROL", SECTION 4, "LIVESTOCK, BIRDS, EXOTIC ANIMALS AND WILD ANIMALS", SUBSECTIONS 2-51, 2-52, AND 2-55 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, RELATED TO THE CREATION OF THE "WE" WELLBORN ESTATE ZONING DISTRICT IN COMPLIANCE WITH THE WELLBORN COMMUNITY PLAN 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 2, "Animal Control", Section 4 "Livestock, Birds, Exotic Animals and Wild Animals", subsections 2-51, 2-52, and 2-55 of the Code of Ordinances of the City of College Station, Texas be amended as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED and APPROVED this 28h day of July, 2016.

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

EXHIBIT "A"

That Chapter 2, "Animal Control", Section 4, "Livestock, Birds, Exotic Animals and Wild Animals", subsections 2-51 – "Keeping of Domestic Livestock", 2-52 – "Fowl", and 2-55 – "Rabbits" of the Code of Ordinances of the City of College Station, Texas is amended and is to read as follows:

Sec. 2-51. - Keeping of domestic livestock.

Keeping of domestic livestock is allowed in accordance with the zoning land use regulations of the City set forth for an R Rural zone, WE Wellborn Estate zone, and an E Estate zone as same may from time to time be amended and by meeting the regulations in this chapter. When allowed pursuant to the zoning land use regulations of the City, the following additional requirements apply for domestic livestock:

(1) **Not allowed to be at large.**

Domestic livestock shall be kept within structures or enclosures or lawfully tethered and not permitted to run at large.

(2) **Avoid creation of health hazard.**

An owner of domestic livestock shall be responsible for the proper pickup and disposal of all animal feces. Feces must be removed often enough so that there is no odor or fly attraction which would disturb a person of normal sensibilities or otherwise constitute a health hazard.

(3) **Distance requirements.**

The structure or enclosure within which the livestock may be confined shall be not less than one hundred (100) feet from any structure used for human occupancy, except the dwelling occupied by the owner of the domestic livestock. A deviation from this distance may be considered upon the owner making proper application before the Zoning Board of Adjustment.

(4) **Contact information.**

The owner of the livestock shall post their contact information at all entrances to the livestock enclosure, including their name, address, and telephone numbers.

(5) **Proof of vaccinations.**

The owner of the domestic livestock shall make available to the animal control authority proof of current vaccinations as may be required pursuant to applicable law, including Brucellosis for all cattle eighteen (18) months of age and over except steers and spayed heifers per Texas Administrative Code Title 4, Part 2, Chapter 35, as amended, and a negative test for Equine Infectious Anemia for horses, mules, and donkeys as required under Texas Administrative Code Title 4, Part 2, Chapter 49, as amended, for horses at an event or gathering, horses in stables or breeding farms, or any horse that has had a change of ownership.

Sec. 2-52. - Fowl.

(1) **Keeping allowed without permit.**

Keeping of fowl is allowed in accordance with the zoning land use regulations of the City set forth for an R Rural zone, WE Wellborn Estate zone, and an E Estate zone as same may from time to time be amended and by meeting the regulations in this chapter.

(2) **Keeping allowed with permit.**

Keeping of fowl is allowed in all single-family residential zones consistent with the land use regulations therein for such zone as same may from time to time be amended, and upon issuance of a permit and by meeting other applicable regulations as set forth herein.

(a) **Permit requirements.**

The following is required to be issued a permit for keeping of fowl in a single-family residential zone:

(i) An application must be completely and accurately filled out and submitted to the City identifying the location, contact information for the owner of the property and the owner of the fowl, type and number of fowl, type of enclosure, distance from adjacent residences other than applicant's, and other pertinent information; and

(ii) Payment of a fee as may be imposed by the City Council.

(3) **Keeping fowl in enclosures.**

It shall be the duty of the owner of fowl to keep same enclosed in such manner that the fowl cannot go upon public streets, highways, alleys, rights-of-way or parkways of the City, or upon the private property of others. Any enclosure that houses fowl must be at least one hundred (100) feet from any dwelling other than the dwelling occupied by the owner of the fowl. A deviation from this distance may be considered upon the owner making proper application before the Zoning Board of Adjustment.

(4) **Roosters prohibited.**

It is unlawful to own, keep, harbor, or to maintain or to possess a rooster within the City limits.

Sec. 2-55. - Rabbits.

(1) **Keeping allowed without permit.**

Keeping of rabbits is allowed in accordance with the zoning land use regulations of the City set forth for an R Rural zone, WE Wellborn Estate zone, and an E Estate zone as same may from time to time be amended and by meeting the regulations in this chapter.

(2) **Keeping allowed with permit.**

Keeping of rabbits is allowed in all single-family residential zones consistent with applicable land use regulations, and upon issuance of a permit and by meeting other regulations as set forth herein.

(a) **Permit requirements.**

The following is required to be issued a permit for keeping of rabbits in a single-family residential zone:

(i) An application must be completely and accurately filled out and submitted to the City identifying the location, contact information for the owner of the property and the owner of the rabbits, type and number of rabbits, type of enclosure, distance from adjacent residences other than applicant's, and other pertinent information;

(ii) Payment of a fee as may be imposed by the City Council.

(b) **Additional requirements.**

A person with a lawfully issued permit may keep, harbor, own, or maintain on his or her premises up to ten (10) rabbits except more may be allowed if the person is lawfully involved in an Agricultural Youth Project under the supervision of a county extension agent, interest group leader or agriculture teacher employed by the independent school district and the rabbits are kept no longer than one hundred eighty (180) days.

(3) **Keeping rabbits in enclosures.**

It shall be the duty of the owner of rabbits to keep same enclosed upon his own premises in such manner that the rabbits cannot go upon public streets, highways, alleys, rights-of-way or parkways of the City, or upon the private property of others. Any enclosure that houses rabbits must be at least one hundred (100) feet from any dwelling other than the dwelling occupied by the owner of the rabbits unless the person is lawfully involved in an Agricultural Youth Project under the supervision of a county extension agent, interest group leader or agriculture teacher employed by the independent school district in which case there shall be no distance requirement. In other instances, a deviation from the distance requirement may be considered upon the owner making proper application before the Zoning Board of Adjustment.

College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	16-0431	**Version:**	1	**Name:**	DRB Appointments
Type:	Appointment			**Status:**	Agenda Ready
File created:	7/11/2016			**In control:**	City Council Regular
On agenda:	7/28/2016			**Final action:**	
Title:	Presentation, possible action and discussion regarding appointments to the following boards and commissions: · Design Review Board				
Sponsors:	Sherry Mashburn				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action and discussion regarding appointments to the following boards and commissions:

- Design Review Board

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: One member has resigned, one member has not attended any meetings this year, one position was not filled (due to lack of applicants), and there are no current alternates. It has been very difficult to maintain a quorum. The open board member descriptions are for:

- An architect, previously registered architect, architect registered in another state, or Emeritus Architect.
- A landscape architect, previously registered landscape architect, landscape architect registered in another state, or Emeritus Landscape Architect.
- Developer, land owner, or business owner in a design district, a resident within a design district, or an individual employed within a design district.

The alternates are citizens at large.

Budget & Financial Summary: None

Attachments: None

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