



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, April 12, 2018

6:00 PM

City Hall Council Chambers

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

Hear Visitors: During this time 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 on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. The City Council will listen and receive the information presented by the speaker, 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. [18-0221](#) Presentation, possible action, and discussion of minutes for:
March 19, 2018 Special; March 22, 2018 Workshop; March 22, 2018 Regular; April 2, 2018 Special

Sponsors:

Smith

Attachments:

[SM031918 Minutes](#)

[WKSHP032218 DRAFT Minutes](#)

[RM032218 DRAFT Minutes](#)

[SM040218 DRAFT Minutes](#)

- 2b. [18-0196](#) Presentation, possible action, and discussion on the first reading of a

franchise agreement with Budget Disposal d/b/a Premier Metal Buyers, for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors:

Harmon

Attachments:

[Premier Metal Buyers Franchise Agreement](#)

2c. [18-0217](#)

Presentation, possible action, and discussion of proposed Habitat for Humanity Down Payment Assistance Program Guidelines.

Sponsors:

Eller

Attachments:

[Attachment 1 - Habitat for Humanity Down Payment Assistance Guidelines Red](#)

2d. [18-0218](#)

Presentation, possible action, and discussion of proposed revision to Down Payment Assistance Guidelines.

Sponsors:

Eller

Attachments:

[Attachment 1 - Revised Down Payment Assistance Guidelines](#)

2e. [18-0220](#)

Presentation, possible action, and discussion on a professional services contract with Kimley-Horn and Associates, Inc., in the amount of \$232,650 for the rehabilitation of the parking lots at Brian Bachmann Park and Stephen C. Beachy Central Park.

Sponsors:

Kelbly

2f. [18-0223](#)

Presentation, possible action, and discussion on a Service Agreement with Emergicon, LLC to provide ambulance billing, accounts receivable and delinquent account collection services in an annual not-to-exceed amount of \$155,000.

Sponsors:

Kersten

2g. [18-0224](#)

Presentation, possible action, and discussion to approve a contract with Housley Communications, Inc. to lay underground conduit for future fiber optic infrastructure, in the amount of \$98,730, as part of a joint bore with the BVCOG.

Sponsors:

Menon

Attachments:

[18300441 Housley Communications Contract-BVCOG joint bore - signed.pdf](#)

2h. [18-0230](#)

Presentation, possible action, and discussion on the first reading of a franchise agreement with Pronto Services, LLC. for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors:

Harmon

Attachments:

[FY18 Franchise ProntoServicesLLC](#)

2i. [18-0231](#)

Presentation, possible action, and discussion on a professional services contract (Contract No. 1830097) with Freese and Nichols, Inc. in the amount of \$988,500 for the design, bidding, and

construction administration for the Rock Prairie Elevated Storage Tank Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors:

Harmon

Attachments:

[Rock Prairie EST location Map](#)

[RPR EST and PRVs - DRR](#)

- 2j. [18-0232](#) Presentation, possible action, and discussion regarding the sale and removal of approximately 19,000 tons of surplus asphalt millings from city property (Contract No. 18300461) for a total of \$219,450 returned to the Roadway Maintenance fund.

Sponsors:

Harmon

Attachments:

[Tabulation](#)

- 2k. [18-0233](#) Presentation, possible action, and discussion regarding approval of a construction contract (no. 18300201) with Dudley Construction, LTD. in the amount of \$4,569,724.32 for the construction of the Veterans Park and Athletic Complex Build-Out, Phase 1 Project.

Sponsors:

Harmon

Attachments:

[18-033 Tab](#)

[VPAC Ph 1 Location Map](#)

- 2l. [18-0247](#) Presentation, possible action, and discussion regarding the approval of the annexation development agreements referenced herein and authorizing the Mayor to sign said agreements on behalf of the City Council.

Sponsors:

Simms

Attachments:

[Map of Areas Covered by Agreements](#)

[List of Development Agreements](#)

[Sample Annexation Development Agreement](#)

- 2m. [18-0253](#) Presentation, possible action, and discussion regarding approval of a real estate contract (contract no. 18300475) that will authorize the purchase of property needed for the extension of General Parkway. The purchase price of the property is \$225,000 and the closing costs are estimated at \$2,500.

Sponsors:

Harmon

Attachments:

[Real Estate Contract](#)

Regular Agenda

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. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the 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.

1. [18-0250](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 0.9 acres and R Rural to WRS Wellborn Restricted Suburban for approximately 34 acres of land located on FM 2154 approximately 0.4 miles from the intersection of FM 2154 and Greens Prairie Road West.

Sponsors:

Paz

Attachments:

[Background](#)

[Vicinity aerial and SAM](#)

[Ordinance](#)

2. [18-0251](#) Public Hearing, presentation, possible action, and discussion to consider a Conditional Use Permit request for a Night Club, Bar, or Tavern Use encompassing 3,000 square feet of Building 3 at The Yard at Caprock Crossing, on approximately 4 acres located at 1551 Greens Prairie Road West, generally located near the intersection of Greens Prairie Road West and State Highway 6 South Frontage Road.

Sponsors:

Lazo

Attachments:

[Background Information](#)

[Vicinity Aerial and SAM](#)

[Ordinance](#)

3. [18-0252](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 5.3 "Non-Residential Zoning District", Section 5.4

“Non-Residential Dimensional Standards”, Section 6.3 “Types of Uses”, Section 6.4 “Specific Use Standards”, Section 7.2 “General Provisions”, Section 7.3 “Off-Street Parking”, Section 7.7 “Buffer Requirements”, Section 7.10 “Non-Residential Architectural Standards”, Section 7.11 “Outdoor Lighting Standards”, and Section 11.2 “Defined Terms” as it relates to requirements for the SC Suburban Commercial Zoning District.

Sponsors:

Paz

Attachments:

[Redlines-Sec. 12-5.3. Non Residential Zoning Districts](#)

[Redlines-Sec. 12-5.4. Non-Residential Dimensional Standards.](#)

[Redlines-Sec. 12-6.3. Types of Use](#)

[Redlines-Sec. 12-6.4. Specific Use Standards](#)

[Redlines-Sec. 12-7.2. General Provisions](#)

[Redlines-Sec. 12-7.3. Off-Street Parking Standards](#)

[Redlines-Sec. 12-7.7. Buffer Requirements.](#)

[Redlines-Sec. 12-7.10. Non Residential Architectural Standards](#)

[Redlines-Sec. 12-7.11. Outdoor Lighting Standards](#)

[Redlines-Sec. 12-11.2. Defined Terms](#)

[Ordinance](#)

4. [18-0248](#)

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by removing the KO Krenek Tap Overlay zoning district from all properties affected in the City of College Station, which are those located within 750 feet of Krenek Tap Road.

Sponsors:

Hitchcock

Attachments:

[Background Information](#)

[Vicinity Aerial and SAM](#)

[Ordinance](#)

5. [18-0249](#)

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 1.10 "Transitional Provisions," Section 2.5 "Design Review Board," Section 4.1 "Zoning Map Amendment," Section 5.10 "Overlay Districts," and Section 7.5 "Signs" of the Code of Ordinances of the City of College Station, Texas, to remove the Krenek Tap Overlay zoning district.

Sponsors:

Hitchcock

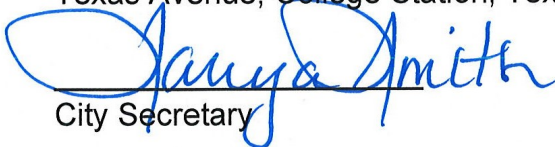
Attachments: [Sec 1.10 Transitional Provisions Redline](#)
 [Sec 2.5 Design Review Board Redline](#)
 [Sec 4.1 Establishment of Districts Redline](#)
 [Sec 5.10 Overlay Districts Redline](#)
 [Sec 7.5 Signs Redline](#)
 [Ordinance](#)

6. Presentation, possible action, and discussion on future agenda items and review of standing list of Council generated agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

7. 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.

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on April 6, 2018 at 5:00 p.m.



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."



Legislation Details (With Text)

File #:	18-0221	Version:	1	Name:	Minutes
Type:	Minutes	Status:		Status:	Consent Agenda
File created:	3/20/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of minutes for: March 19, 2018 Special; March 22, 2018 Workshop; March 22, 2018 Regular; April 2, 2018 Special				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:	SM031918 Minutes WKSHPO32218 DRAFT Minutes RM032218 DRAFT Minutes SM040218 DRAFT Minutes				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
March 19, 2018 Special; March 22, 2018 Workshop; March 22, 2018 Regular; April 2, 2018 Special

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

- March 19, 2018 Special
- March 22, 2018 Workshop
- March 22, 2018 Regular
- April 2, 2018 Special

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 19, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham - absent

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Karl Mooney at 6:00 p.m. on Monday, March 19, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Public Hearing, presentation, possible action, and discussion regarding the proposed annexation of approximately 65 acres located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road.

Lance Simms, Assistant Director of Planning and Development Services, provide an update on the annexation service plan and explained that this is the first of two required public hearings held by the City Council prior to initiating annexation proceedings. The map shown depicted a proposed area of annexation for four areas totaling approximately 65 acres on the west side of the City. The proposed annexation area contains approximately 65 acres, three dwelling units, and has an estimated population of eight residents. The annexation areas are located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road. Annexation area three contains approximately .25 miles of public roadway (North Graham Road). Mr. Simms also explained that in terms of annexation planning, all four areas have the potential to accommodate future growth on the west side of the City. Area 1 is completely surrounded by the City while Area 2 is surrounded by the City on three sides. Areas 3 and 4 contain future thoroughfares which will provide needed connectivity on the west side of the City.

The next steps in the process include a second Public Hearing on March 22, at the regular City Council meeting. Council will consider the annexation at the April 26 Council meeting. Upon approval the effective date will be June 1, 2018 for core city services, which include: police protection, fire protection, emergency medical service, solid waste collection, operation and maintenance of water and wastewater facilities, operation & maintenance of public roads and streets, operation & maintenance of publicly-owned parks, playgrounds, and swimming pools, and operation & maintenance of other publicly- owned facilities. Additional services include building permits & inspections, planning & development services, community development programs, animal control, code enforcement, and recycling collection.

The plan will be posted on the City website, and copies will be made available for the public to view. Notices have been mailed out to affected residents, and Public Hearing notices are being published in the paper.

The Planning & Zoning Commission heard this item on February 15, 2018 and voted 7-0 to recommend approval of the proposed annexation. Staff also recommended approval.

At approximately 6:14 p.m., Mayor Mooney opened the Public Hearing.

Henry Mayo, College Station, stated his concerns regarding his taxes increasing and his wish to extend the annexation agreement they currently had.

There being no further comments, the Public Hearing was closed at 6:16 p.m.

3. Presentation, possible action, and discussion regarding supplemental funding to the Chamber of Commerce for the Chamber Day Luncheon.

Mayor Mooney state that this request is for supplemental funding to the Chamber of Commerce for the Chamber Day Luncheon in the amount of \$750.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to approve supplemental funding to the Chamber of Commerce for the Chamber Day Luncheon in the amount of \$750. The motion carried unanimously.

4. Adjournment

MOTION: There being no further business, Mayor Mooney adjourned the Special Meeting of the College Station City Council at 6:21 p.m. on Monday, March 19, 2018. The motion carried unanimously.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MARCH 22, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, 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 Mooney at 3:37 p.m. on Thursday, March 22, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Tour of new fire apparatus and equipment by College Station Fire Department.

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:16 p.m. on Thursday, March 22, 2018 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- 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; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas

- City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas
- B. Consultation with attorney to receive legal advice; to wit:
- Legal advice regarding charter amendment elections.
 - Legal advice concerning an interlocal agreement with Brazos County related to a portion of Arrington Road located in Brazos County and a proposed interlocal agreement with Brazos County related to a portion of Rock Prairie Road West located in Brazos County.
- C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- Water rights in North Brazos County area.
- D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- Council Self-evaluation
 - City Secretary

The Executive Session recessed at 5:33 p.m.

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

No action was taken.

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

Items 2b, 2c, 2d, 2g, 2h and 2m were pulled from Consent for clarification.

(2b) & (2c): *Jonathan McMahan*, Fire Chief, provided clarification of an agreement that will allow for College Station Fire to use the ARFF vehicle for mutual aid response. Also, an agreement that sets fees for the College Station Fire Department to provide Airport Rescue and Firefighting services to Easterwood Airport.

(2d): *Kelly Kelbly*, Assistant Director of Parks and Recreation, provided clarification on the proposed naming of the renovated/repurposed Arts Council Building and a portion of an Estate donated for Senior Citizen programs.

(2g): *Jonathan McMahan*, Fire Chief, and *Eric Dotson*, Fire Marshall, provided clarification of the modifications to the fire code to allow the Fire Code Official and Law Enforcement to suspend the Certificate of Occupancy for 24 hours for establishments that are overcrowded or in violation of any life safety codes.

(2h): *Jeff Kersten*, Assistant City Manager, provided clarification of the debt to fund various capital projects identified and approved as a part of the annual budget.

(2m): *Donald Harmon*, Director of Public Works, provided a brief history of the construction of the Larry J. Ringer Library Expansion Project.

6. Presentation, possible action, and discussion regarding a policy for credits to Impact Fees.

Dave Coleman, Interim Assistant City Manager, and Alan Gibbs, Assistant Director of Water Services, provided an update on the enacted Impact Fees for Water, Wastewater, and Roadways that became effective in December 2016. The initial one year grace period expired in December 2017, and since then requests have been made for Impact Fee credits. When a developer installs infrastructure that improves system capacity, as envisioned in the Impact Fee study, then it may be appropriate to credit the cost of that infrastructure against their Impact Fees. Staff created a draft Impact Fee Policy that strives to achieve a balance between being fair to developers, but at the same time, not undermine the entire premise of Impact Fees, which is to raise revenue for overall system improvements. Next, staff will meet with the development community and solicit their feedback, consider their comments, and revise the draft Impact Fee Policy as needed.

7. Council Calendar

Council reviewed the calendar.

8. 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, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, 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 Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Mooney reported on TML Region 10, IGC, MPO and Walk with the Mayor.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 6:20 p.m. on Thursday, March 22, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 22, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya Smith, City Secretary
Ian Whittenton, 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 Mooney at 6:27 p.m. on Thursday, March 22, 2018 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

James Benham, College Station, came before Council to honor the service and sacrifice of U.S. Army 1st Lt. Ryan T. Sanders.

Hugh Stearns, Oakwood, came before Council to state his concerns on neighborhood integrity and ask council to engage with the neighborhood associations.

CONSENT AGENDA

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

- **December 14, 2017 Amended Regular Meeting**
- **March 5, 2018 Workshop Meeting**
- **March 5, 2018 Regular Meeting**

2b. Presentation, possible action, and discussion regarding a mutual aid interlocal agreement with the Texas A&M University System (Easterwood Airport) regarding Aircraft Rescue and Firefighting equipment response and use of the joint use fire station facility at Easterwood Airport.

2c. Presentation, possible action, and discussion regarding an interlocal agreement with the Texas A&M University System to operate Fire station 4 and provide aircraft rescue and firefighting services to Easterwood Airport.

2d. Presentation, possible action, and discussion regarding Resolution No. 03-22-18-2d naming the renovated/repurposed Arts Council Building.

2e. Presentation, possible action, and discussion of an agreement between the City and the Rotary Club of College Station and College Station Noon Lions Club for the development of the Fun For All Playground at Central Park.

2f. Presentation, possible action, and discussion regarding the approval of Contract 18300354, with Musco Sports Lighting, LLC, for athletic field LED lighting upgrades at Brian Bachmann Park soccer fields and Stephan C. Beachy Central Park softball fields for \$1,080,892.

2g. Presentation, possible action, and discussion on Ordinance No. 2018-3995 amending Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Section 16-52 (3) of the Code of Ordinances of the City of College Station by allowing Fire and Law Enforcement Officials to temporarily suspend a certificate of occupancy for a twenty four hour period for overcrowding.

2h. Presentation, possible action, and discussion to approve Resolution No. 03-22-18-2h by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2018; and providing an effective date.

2i. Presentation, possible action, and discussion on Ordinance No. 2018-3996 temporarily amending Chapter 38 "Traffic and Vehicles", Section 38-1013 "Traffic Schedule XIII", "Temporary Speed Limits" by amending the posted speed limit on Holleman Drive South between Rock Prairie Road West and North Dowling Road to 30 mph during the Holleman Drive South Widening project.

2j. Presentation, possible action, and discussion regarding approval of an Interlocal Agreement with Wellborn Special Utility District for reimbursement of construction costs of Wellborn Waterline relocations necessary for the construction of the Holleman South Widening Project.

2k. Presentation, possible action, and discussion regarding approval of Change Order No. 6 in the amount of \$220,759.22 to the Lincoln Recreation Center construction contract (Contract No.16300432) with JaCody, Inc.

2l. Presentation, possible action, and discussion regarding the renewal of landscape maintenance contracts to Green Teams, Inc. and Grassmasters for a total amount of \$952,946.

2m. Presentation, possible action, and discussion regarding a construction contract (Contract No. 18300238) between the City of College Station and Acklam Construction Company, Ltd. in the amount of \$6,067,935 for the construction of the Larry J. Ringer Library Expansion Project.

2n. Presentation, possible action, and discussion approving Resolution No. 03-22-18-2n authorizing a License Agreement with Angel Hermanos, LTD., A Texas Limited Partnership regarding an approximately 300 square foot encroachment of a sign within the public utility easement located at the boundary of Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivision, according to the plat recorded in Volume 14401, Page 189 of the Official Records of Brazos County, Texas.

Consent Item 2d pulled for separate vote.

City Attorney, Carla Robinson, distributed an updated Ordinance No. 2018-3995 to the council.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda and the updated Ordinance for 2g, with the exception of 2d.. The motion carried unanimously.

(2d) MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Nichols, to approve Consent Item 2d to add “and” to “Bob and Wanda Meyer Senior “and” Community Center”

(2d) MOTION: Upon a motion to amend made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmember Brick and Nichols voting against, to amend the name to “Bob and Wanda Meyer Community Center”. The motion carried.

(2d) MOTION: Upon the main motion made by Councilmember Brick and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve name change to “Bob and Wanda Meyer Community Center” as amended. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding the annexation of approximately 65 acres located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road.

Lance Simms, Assistant Director of Planning and Development Services, provide an update on the annexation service plan and explained that this is the first of two required public hearings held by the City Council prior to initiating annexation proceedings. The map shown depicted a proposed area of annexation for four areas totaling approximately 65 acres on the west side of the City. The proposed annexation area contains approximately 65 acres, three dwelling units, and has an estimated population of eight residents. The annexation areas are located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and

North Graham Road. Annexation area three contains approximately .25 miles of public roadway (North Graham Road). Mr. Simms also explained that in terms of annexation planning, all four areas have the potential to accommodate future growth on the west side of the City. Area 1 is completely surrounded by the City while Area 2 is surrounded by the City on three sides. Areas 3 and 4 contain future thoroughfares which will provide needed connectivity on the west side of the City.

The next step in the process will be for Council to consider the annexation at the April 26 Council regular meeting. Upon approval the effective date will be June 1, 2018 for core city services, which include: police protection, fire protection, emergency medical service, solid waste collection, operation and maintenance of water and wastewater facilities, operation & maintenance of public roads and streets, operation & maintenance of publicly-owned parks, playgrounds, and swimming pools, and operation & maintenance of other publicly- owned facilities. Additional services include building permits & inspections, planning & development services, community development programs, animal control, code enforcement, and recycling collection.

The plan will be posted on the City website, and copies will be made available for the public to view. Notices have been mailed out to affected residents, and Public Hearing notices have been published in the paper.

The Planning & Zoning Commission heard this item on February 15, 2018 and voted 7-0 to recommend approval of the proposed annexation. Staff also recommended approval.

At approximately 6:57 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:57 p.m.

2. Public Hearing, presentation, possible action, and discussion regarding the award of Bid No. 18-030 to Apache Corporation for the lease of oil, gas, and related hydrocarbon mineral interests.

Aubrey Nettles, Special Projects Coordinator, presented an overview on the City of College Station's mineral interests on 2 tracts of land within the corporate city limits of the City of College Station. Tract 1 is generally located at the Carter Creek Wastewater Treatment Plant and Tract 2 is generally located at the electric substation near Switch Station Rd. The City advertised these mineral interests (Bid No. 18-030) between January 1, 2018 and January 22, 2018. The City received one sealed bid, from Apache Corporation, and it was evaluated by City Staff. Apache Corporation has provided information showing that the drilling pad and facilities for the well sites will be located outside of the College Station city limits and that such operations will not occur on the surface of the City-owned lease tracts.

Staff recommended awarding the bid to Apache Corporation and entering into the mineral lease for oil, gas, and related hydrocarbons with Apache Corporation.

At approximately 7:01 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:01 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the award of Bid No. 18-030 to Apache Corporation for the lease of oil, gas, and related hydrocarbon mineral interests. The motion carried unanimously.

3. Presentation, possible action, and discussion on future agenda items and review of standing list of Council generated agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Harvell requested a future item on time limits between citizens and contractors during public hearings.

4. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 7:04 p.m. on Thursday, March 22, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
APRIL 2, 2018

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl P. Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham - absent

City Staff:

Tanya Smith, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Mooney at 6:00 p.m. on Monday, April 2, 2018 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Executive Session

In accordance with the Texas Government Code §551.074-Personnel, the College Station City Council convened into Executive Session at 6:00 p.m. on Monday, April 2, 2018 in order to continue discussing matters pertaining to:

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

The Executive Session adjourned at 7:12 p.m.

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

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, to appoint Jeff Capps to succeed Chuck Gilman as Interim City Manager and authorize the Mayor to negotiate a date of transition and other reasonable terms of employment . The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Mooney adjourned the Special Meeting of the City Council at 7:14 p.m. on Monday, April 2, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary



Legislation Details (With Text)

File #:	18-0196	Version:	2	Name:	Budget Disposal d/b/a Premier Metal Buyers Commercial and Multi-Family Recycling Franchise Agreement
Type:	Franchises	Status:			Consent Agenda
File created:	3/7/2018	In control:			City Council Regular
On agenda:	4/12/2018	Final action:			
Title:	Presentation, possible action, and discussion on the first reading of a franchise agreement with Budget Disposal d/b/a Premier Metal Buyers, for the collection of recyclables from commercial businesses and multi-family locations.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Premier Metal Buyers Franchise Agreement				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the first reading of a franchise agreement with Budget Disposal d/b/a Premier Metal Buyers, for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement.

Summary: The proposed agreement would allow Budget Disposal d/b/a Premier Metal Buyers to collect recyclables from commercial businesses and multi-family locations within the City of College Station.

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, BUDGET DISPOSAL D/B/A PREMIER METAL BUYERS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS FROM RESIDENTIAL SITES, RECYCLABLES AND RECYCLABLE CONSTRUCTION AND DEMOLITION DEBRIS FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Recyclables and Construction and Demolition Debris generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris from residential sites, collecting demolition and construction debris, recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 TAC** means the Texas Administrative Code now and as amended.
- 1.18 TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris from commercial, industrial, multifamily, and residential sites; as well as recyclables and organic waste from commercial, industrial, and multifamily sites for the purpose of recycling within the jurisdictional limits of the City. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
 - b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
 - c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.
- 3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.
- 3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).
- 3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:
- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
 - b. The total tons landfilled, recycled or composted, regardless of origin of collection, for the previous quarter.
 - c. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
 - d. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
 - e. The total payment amount
- 3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, regardless of origin of collection.
 - c. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, within the jurisdictional limits of the City.
 - d. Total tonnage of Recyclables collected, but not recycled or composted due to rejection and the disposition of those materials.
 - e. Any other information concerning the Recyclables collection as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclables collection. The City shall have the right to inspect and

approve the appearance of collection equipment. A standby vehicle shall be available at all times for Recyclables collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for Recyclables collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES

- 7.1 Transport.** The Contractor shall only transport collected Recyclables for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of Recyclables all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Recyclables collection shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.
- 10.3 Disposal.** In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation violating any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

- 12.2** The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that

list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' notice. City shall be compensated for outstanding Franchise Fees.
 - b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the

Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
hwoolwine@cstx.gov

Budget Disposal
d/b/a Premier Metal Buyers
Attn: Blake Brannon
1555 Hwy 36 N
Brenham, TX 77833
bbrannon@premiermetalbuyers.com

- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

A. Schedule of Rates

- B. Insurance Requirements**
- C. Certificates of Insurance**

15.15 Public Meetings and Readings. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

- a.** First Consideration & Approval on the ____ day of _____, 2018.
- b.** Second Consideration & Approval on the ____ day of _____, 2018.

**BUDGET DISPOSAL
D/B/A PREMIER METAL BUYERS**

By: _____

Printed Name: Blake Brannon

Title: **Owner/Member**

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$150.00 per month. This rate may increase depending on a variety of conditions including but not limited to:

- Location of Customer,
- Impact on Existing Routes,
- Ingress and Egress Capabilities,
- Special Requests by Customers,
- Frequency of Collections,
- Volume of Materials,
- Type of Materials,
- External Contributing Conditions of Market Costs.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I) Standard Insurance Policies Required:

- A)** Commercial General Liability
- B)** Business Automobile Liability
- C)** Workers' Compensation

II) General Requirements Applicable to All Policies:

- A)** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- B)** Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- C)** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- D)** The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- E)** The City will not accept "claims made" policies.
- F)** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III) Commercial General Liability

- A)** General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B)** Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- C)** Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- D)** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's 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, and Personal & Advertising Liability.

IV) Business Automobile Liability

- A)** Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B)** Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C)** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- 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 any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V) Workers' Compensation Insurance

- A)** Workers compensation insurance shall include the following terms:
 - 1) Employer's Liability minimum limits of liability not less than \$500,000 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"

EXHIBIT C. CERTIFICATES OF INSURANCE



Legislation Details (With Text)

File #:	18-0217	Version:	1	Name:	Habitat DPA Guidelines
Type:	Updates	Status:		Status:	Consent Agenda
File created:	3/14/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of proposed Habitat for Humanity Down Payment Assistance Program Guidelines.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Habitat for Humanity Down Payment Assistance Guidelines Redlined				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of proposed Habitat for Humanity Down Payment Assistance Program Guidelines.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval.

Summary: Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) grant funds are currently used by the City to provide various housing assistance programs to income-eligible households. The City's current Down Payment Assistance Program was approved by Council at their Dec 18, 2014 meeting. The program provides shared equity, gap financing of up to 30% of the sales price (capped at \$50,000.00) of a home within the City Limits of College Station to qualified applicants.

Staff recommends creating separate guidelines for working with Habitat for Humanity clients that better fit Habitat's unique program and the needs of their clients. Proposed guidelines provide qualified Habitat for Humanity clients with a 0% interest deferred loan of up to \$15,000.00 for the purchase of a home built by Habitat for Humanity within the City Limits.

Budget & Financial Summary: NA

Attachments:

Attachment 1: Habitat for Humanity Down Payment Assistance Program Guidelines

**CITY OF COLLEGE STATION
HABITAT FOR HUMANITY DOWN-PAYMENT ASSISTANCE PROGRAM**

PROGRAM GUIDELINES

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

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

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

HDAP is designed to assist income-eligible Habitat for Humanity homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only through the Habitat for Humanity homebuyer program. HDAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership and 570.201 Basic eligible activities.

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

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

HDAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with permanent financing offered by the Habitat for Humanity homebuyer program. The amount of financial assistance that may be provided by the Program will be based on the applicant's demonstrated need or "financial gap." DAP will provide a maximum of \$15,000 provided that the amount of assistance does not increase the amount of assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station. The maximum purchase price shall not exceed 95% of the median area purchase price for the same type of residence. HDAP assistance will require a lien by the City of College Station.

Habitat for Humanity must provide escrow services to buyers for insurance and tax payment purposes. Lender mortgages of less than fifteen (15) years will not be eligible for participation in the HDAP Program.

B. HOMEBUYER ELIGIBILITY CRITERIA

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

1. An applicant must have a gross income of less than eighty (80) percent of the College Station/Bryan area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income). Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
2. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.
3. Employment and Debt Standards
 - a. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.
 - b. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.
4. Citizenship: In order to receive HDAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

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

1. The HDAP will be implemented on a city-wide basis within the city limits of the City of College Station.
2. Single-family property developed by the Habitat for Humanity homebuyer program, located within the above mentioned boundaries, is eligible. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes mobile homes, duplexes and quadraplexes.

3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.
4. The sales price of the home to be purchased must be affordable within the limits stated by HUD and federal regulations. The fair market value (FMV) of the home to be purchased may not exceed 95% of the median area purchase price for the same type of residence for the College Station/Bryan area.
5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.
6. Properties constructed prior to 1978 that exceed the maximum allowable area of chipping, peeling, or cracking paint, as determined by Community Services Department staff, must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

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

Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not more than 35% of the monthly income of the eligible HDAP homebuyer. The maximum total debt-to-income ratio (back ratio) is 45% (Habitat for Humanity may require a lower percentage). A maximum of 30% of the program assistance may be used for closing costs except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

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

Amount:	\$15,000 maximum
Repayment Due:	100% upon sale (to the extent proceeds available)
Interest Rate:	0%
Lien holder Position:	Second
Closing Costs:	A maximum of 30% of the program assistance may be used for closing costs. The remaining 70% must be applied directly to the down payment.

Refinancing:	Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.
Owner Occupancy Required:	On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, and abandonment), the deferred loan will become due and payable to the City (except for deployed military personnel.)

Habitat for Humanity shall have the prior right to purchase the ownership interest in the property from the initial HDAP homeowner. Should Habitat for Humanity choose not to exercise their right, the City shall then have the prior right to purchase the ownership interest in the property from the initial HDAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

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

E. HOUSING QUALITY PLAN

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

F. HDAP HOMEBUYER AND HOMEOWNER COUNSELING PROGRAM

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

G. APPLICATION PROCESS

Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing through the Habitat for Humanity Homebuyer Program, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, HDAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. Previous recipients of Community Services Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Community Services Department Director prior to receiving HDAP assistance. Previous HDAP recipients are not eligible for additional HDAP assistance, except upon approval of the Community Services Department Director.
3. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
4. Applicants denied for HDAP can reapply no earlier than six (6) months from the date of original application.
5. A non-refundable fee of \$25 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

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

I. EQUAL OPPORTUNITY STATEMENT

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

J. FAIR HOUSING POLICY STATEMENT

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

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

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

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



Legislation Details (With Text)

File #:	18-0218	Version:	1	Name:	Revised Down Payment Assistance Guidelines
Type:	Updates	Status:		Status:	Consent Agenda
File created:	3/14/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of proposed revision to Down Payment Assistance Guidelines.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Revised Down Payment Assistance Guidelines				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of proposed revision to Down Payment Assistance Guidelines.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval.

Summary: Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) grant funds are currently used by the City to provide various housing assistance programs to income-eligible households. The City's current Down Payment Assistance Program was approved by Council at their Dec 18, 2014 meeting. The program provides shared equity, gap financing of up to 30% of the sales price (capped at \$50,000.00) of a home within the City Limits of College Station to qualified applicants.

The current Down Payment Assistance Guidelines include specific provisions for Habitat for Humanity clients. Staff recommends creating separate guidelines for working with Habitat for Humanity clients that better fit Habitat's unique program and the needs of their clients that would include a 0% interest deferred loan of up to \$15,000.00 for the purchase of a home built by Habitat for Humanity within the City Limits.

The revisions recommended to the Down Payment Assistance Guidelines include removing all language and special provisions regarding Habitat for Humanity. Additional minor administrative updates are also included in the revised Down Payment Assistance Guidelines.

Budget & Financial Summary: NA

Attachments:

Attachment 1: Revised Down Payment Assistance Program Guidelines

**CITY OF COLLEGE STATION
DOWN-PAYMENT ASSISTANCE PROGRAM**

PROGRAM GUIDELINES

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

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

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

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

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

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

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted. The amount of financial assistance that may be provided by the Program will be based on the applicant's demonstrated need or "financial gap." DAP will provide a gap financing loan with a maximum of 30% of the sales price, not to exceed \$50,000.00, provided. The Program will maintain adequate records to support how the amount of Program assistance was calculated. Assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station will not be provided. The maximum purchase price shall not exceed 95% of the median area purchase price for the same type of residence. At his/her sole discretion, the Community Services Department Director may increase the amount of DAP assistance for an applicant purchasing properties developed by the City's Community Services Department or the

City's non-profit partners if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

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

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

B. HOMEBUYER ELIGIBILITY CRITERIA

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

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

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

C. ELIGIBLE PROPERTY CRITERIA

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

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

D. LOAN INSTRUMENTS

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

Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher

payments. The maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

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

Amount:	Gap financing of up to 30% of the sales price of the house not to exceed \$49,999.00. Assistance amount is determined by the borrower's demonstrated need or "financial gap."
Repayment Due:	100% of borrowed amount when borrower no longer owner occupies the property (to the extent proceeds available) plus the percentage of equity as determined by the DAP amount divided by the sales price at time of purchase.
Interest Rate:	0%
Lien holder Position:	Second
Closing Costs:	A maximum of 30% of the program assistance may be used for closing costs. The remaining 70% must be applied directly to the down payment.
Refinancing:	Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.
Owner Occupancy Required:	On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred loan and the shared equity portion will become due and payable to the City (except for deployed military personnel.)

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

Community Services Department will be paid its original loan plus a share of the appreciation, based on the percentage of the Shared Equity DAP loan of the original home sales price.

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

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

E. HOUSING QUALITY PLAN

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

F. DAP HOMEBUYER AND HOMEOWNER CONSULTATION PROGRAM

The Homebuyer and Homeowner Consultation Program will provide advice and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An **Intake Interview** will be conducted between City staff and the prospective homebuyer once the application has been completed and reviewed by staff. Staff will obtain and document sufficient information on the nature of the applicant's housing needs to determine the applicability of housing consultation, the type of assistance needed, and to establish a case action plan.
2. The consultation will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners.

- 3.
- 4.

G. APPLICATION PROCESS

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

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. Previous recipients of Community Services Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Community Services Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Community Services Department Director.
3. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
4. Applicants denied for DAP can reapply no earlier than six (6) months from the date of original application.
5. A non-refundable fee of \$25 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

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

I. EQUAL OPPORTUNITY STATEMENT

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

J. FAIR HOUSING POLICY STATEMENT

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

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

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

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



Legislation Details (With Text)

File #:	18-0220	Version:	1	Name:	Professional Services Contract Parking Lot Rehabilitation of Bachmann and Central Park
Type:	Presentation	Status:			Consent Agenda
File created:	3/19/2018	In control:			City Council Regular
On agenda:	4/12/2018	Final action:			
Title:	Presentation, possible action, and discussion on a professional services contract with Kimley-Horn and Associates, Inc., in the amount of \$232,650 for the rehabilitation of the parking lots at Brian Bachmann Park and Stephen C. Beachy Central Park.				
Sponsors:	Kelly Kelbly				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a professional services contract with Kimley-Horn and Associates, Inc., in the amount of \$232,650 for the rehabilitation of the parking lots at Brian Bachmann Park and Stephen C. Beachy Central Park.

Relationship to Strategic Goal: Community Integrity; Diverse Growing Economy

Agenda Caption: Presentation, possible action, and discussion on a professional services contract with Kimley-Horn and Associates, Inc., in the amount of \$232,650.00 for the rehabilitation of the parking lots at Brian Bachmann Park and Stephen C. Beachy Central Park.

Recommendation(s): Staff recommends approval and award of the professional services contract with Kimley-Horn and Associates, Inc. for the assessment of the existing conditions of paved surfaces, review of ADA parking, redesign of lighting, and final design of rehabilitating the two parks parking lots.

Summary: The proposed professional services contract will include project management, data collection, design survey, geotechnical investigation, schematic design, and final design of the parking lots at Brian Bachmann Park and Stephen C. Beachy Central Park.

This approach will resolve issues with current drainage, lighting, ADA parking issues, and failures in the current parking lots at both Bachmann and Central Parks.

Budget & Financial Summary: Eleven (11) Request for Proposals were opened on December 20, 2017. The evaluation of all eleven proposals was concluded on January 25, 2018 by Parks and Capital Project staff, with design fee negotiations starting soon after. Budget for the Bachmann Park Parking Lot Rehab project is included in the Park Land Dedication Zone A/B (\$1,600,000) and an

estimate for the Central Park Parking Lot Rehab project is included in the Park Capital Improvement Projects Fund (\$950,000) and Park Land Zone C/D (\$450,000).

Attachments:

1. Contract with Kimley-Horn and Associates. (on file in the City Secretary's Office)



Legislation Details (With Text)

File #:	18-0223	Version:	1	Name:	Ambulance Billing
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	3/20/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a Service Agreement with Emergicon, LLC to provide ambulance billing, accounts receivable and delinquent account collection services in an annual not-to-exceed amount of \$155,000.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Service Agreement with Emergicon, LLC to provide ambulance billing, accounts receivable and delinquent account collection services in an annual not-to-exceed amount of \$155,000.

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

Recommendation(s): Staff respectfully recommends approval of the Service Agreement with Emergicon, LLC.

Summary: Ambulance billing is complex and unique in that it is time consuming and requires specialized knowledge, training and electronic patient care reporting software (ePCR) in order to accurately code transports in accordance with the latest coding requirements, HIPAA and Privacy Act regulations.

In December, 2017, Purchasing staff formally solicited proposals for the above-referenced services. Eight (8) responses were received and evaluated by a committee made up of Fire and Accounting personnel. Upon final evaluation and scoring of all proposals, Emergicon, LLC is considered the highest ranking firm.

Emergicon, LLC has been the City's contractor for the last five (5) years for ambulance billing, accounts receivable and delinquent account collection services. Emergicon, LLC has collected an annual average of \$2,026,795.56 and paid an annual average of \$101,339.78 in service fees by the City. In previous years, \$120,000.00 was requested annually to pay said service fees; however, the estimated annual expenditure is increasing due to a projected increase in call volume. This contract includes an add-on service that will facilitate the City's participation in the Texas Ambulance Supplemental Payment Program (TASPP). This is a revenue recovery program, administered by the Texas Health and Human Services Commission (HHSC), that could afford the City with supplemental payments associated with the cost of providing services to Medicaid beneficiaries and uninsured patients. The potential estimated gross amount the City may receive from the TASPP program annually is approximately \$300,000.00. Due to the time it takes to enroll, collect and submit transport cost reporting and apply for supplementary payments, the City may not see its first reimbursement until September 2019. Lastly, Emergicon, LLC is covering the City's annual expense to subscribe to ePCR software which will save the City approximately \$12,000.00 per contract year.

Budget & Financial Summary: Funds are available in the General Fund, Fiscal Services, Accounting Division. The fee that will be charged for the ambulance billing, accounts receivable and collection services is 5% of all dollars collected. The fee that will be charged for TASPP services is 10% of the total amount collected from the program when funds are disbursed.

Reviewed and Approved by Legal:

Attachments: Contract #18300157 is available for review in the City Secretary's Office.



Legislation Details (With Text)

File #:	18-0224	Version:	1	Name:	
Type:	Contract	Status:		Consent Agenda	
File created:	3/20/2018	In control:		City Council Regular	
On agenda:	4/12/2018	Final action:			
Title:	Presentation, possible action, and discussion to approve a contract with Housley Communications, Inc. to lay underground conduit for future fiber optic infrastructure, in the amount of \$98,730, as part of a joint bore with the BVCOG.				
Sponsors:	Sindhu Menon				
Indexes:					
Code sections:					
Attachments:	18300441 Housley Communications Contract-BVCOG joint bore - signed.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to approve a contract with Housley Communications, Inc. to lay underground conduit for future fiber optic infrastructure, in the amount of \$98,730, as part of a joint bore with the BVCOG.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary:

The BVCOG is developing a significant fiber optic network using federal grant and BVCOG funding that will connect healthcare organizations to lower cost, high bandwidth providers. Their project is currently entering College Station city limits from the south and running north along Hwy 6 to the northern city limits. The City was approached by BVCOG and their installation contractor, Housley Communications Inc., to identify any interest the City may have in participating with the bore Housley will be making to install the BVCOG infrastructure.

The City had no immediate plans to install fiber in this or portions of their install path, however installing conduit in a portion of this path is the most cost effective way of preparing the City for expected expansion of the City's fiber network. The IT Department proposes participating in the installation with the BVCOG project by installing conduit from approximately the 4H building on Hwy 6 south to the City limits. The quoted cost for this bore under approximately 17,000 feet is just under \$6/ft, or \$98,730.

Without this cooperative and mutually beneficial construction, College Station would have to run fiber aerially to accommodate the stated beneficial projects or incur underground installation costs of approximately \$25/ft.

Budget & Financial Summary:

Funding is budgeted and available in the Fiber Optic Infrastructure capital project (CO1701) for uses such as this and other infrastructure expansion needs.

Attachments:

General Services Agreement with Housley Communications, Inc.

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and Housley Communications, Inc. (the "Contractor"), for the following work:

Placement of HDPE pipe and associated material for approximately seventeen thousand linear feet,
as described in the Scope of Services attached as **Exhibit "A"**.

**ARTICLE I
PAYMENT AND TERM**

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor and amount not to exceed

Ninety-eight thousand seven hundred thirty and 00/100 Dollars
(\$ 98,730.00).

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.



1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following dates:

6 months from the date the ROW permit is issued by the City of College Station.

OR



1.4 Term. The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.5 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term “subcontractor” shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. 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.

ARTICLE IV INSURANCE

4.1. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2. The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

Throughout the term of this Agreement the Contractor must comply with the following.

4.3. Types. Contractor shall have the following types of insurance:

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

4.4. General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a.) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- (b.) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City’s Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the City before work begins
- (c.) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- (d.) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas

- (e.) The City will not accept “claims made” policies
- (f.) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

4.5. Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a.) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b.) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- (c.) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d.) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- (e.) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

4.6. Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a.) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b.) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- (c.) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (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 any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

4.7. Workers’ Compensation Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a.) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required

- (b.) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
- (c.) 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"

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

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

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

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

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

6.9 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

6.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.12 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

6.13 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

Attn: Erin Provazek

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

EProvazek @cstx.gov

HOUSLEY COMMUNICATIONS,
INC.

Attn: ~~Ken Wilson~~ Matthew D. Housley
~~8084 Wickson Ridge~~ 3550 S. Bryant Blvd.
~~Bryan, Tx 77808~~ SA Angelo, Tx 76903
~~(972) 977-0161~~ 325-944-9905

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

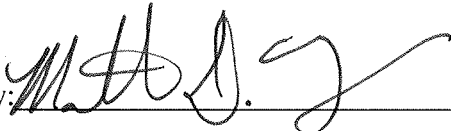
6.16 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

6.17 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this contract.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

HOUSLEY COMMUNICATIONS, INC.

By: 

Printed Name: Matthew D. Housley

Title: VP of Contract Services

Date: 3-19-2018

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Scope of Work:

Provide the labor, equipment, and material that is required to place the following facilities for the City of College Station, in conjunction with the COGNet Fiber Project:

Bore to place (2) 1.25" HDPE pipe at approximately 17,000 linear ft., including the placement of all required associated materials as per the City of College Station "Communication Specifications" with the following exception: (Placement of vaults at the intersection of major thoroughfares and each 1000' interval, rather than every 600')

The proposed path of placement includes the following route:

Starting at the City of College Station "city limits" on Hwy 6 south of town, place HDPE pipe to the north for approximately 17,000', on the east side of Hwy 6 in TxDot ROW, to a location on the east side of Hwy 6 across from the 4H building.

The cost breakdown:

Labor \$70,040.00

Material\$ \$28,690.00

Total \$98,730.00

Housley's MiCTA contract # is: 153AR-FBOS2014-0117.

**EXHIBIT B
PAYMENT SCHEDULE**

- ☐ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

- ☒ Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

25% completion: \$24,682.50
50% completion: \$24,682.50
75% completion: \$24,682.50
100% completion: \$24,682.50



CERTIFICATE OF LIABILITY INSURANCE

HOUSL-2

OP ID: LF

DATE (MM/DD/YYYY)

03/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trimble-Batjer San Angelo P O Box 2480 San Angelo, TX 76902-2480 Joseph P. O'Connor-SJT	CONTACT NAME: Lisa W. Friend	
	PHONE (A/C, No. Ext): 325-340-9942 FAX (A/C, No.): 325-653-4883	
	E-MAIL ADDRESS: lisa@trimble-batjer.com	
INSURED Housley Communications, Inc. DBA Housley Group P. O. Box 2917 San Angelo, TX 76902	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Transportation Insurance Co	20494C
	INSURER B: Continental Insurance Company	35289
	INSURER C: Valley Forge Ins Co	20508
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			GL4025770201 PER LOC AGGR ALSO APPLIES	05/11/2017	05/11/2018	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 15,000				
	☒ SEE BELOW		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BUA4025770022	05/11/2017	05/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PROPERTY DAMAGE (PER ACCIDENT) \$				
	☒ SEE BELOW						\$
B	☒ UMBRELLA LIAB	☒ OCCUR		2097585637	05/11/2017	05/11/2018	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10000		\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC425770005 SEE BELOW	05/11/2017	05/11/2018	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE REVERSE FOR SPECIAL PROVISIONS.

Re: Plase Fiber from IT Building to Public Works Building

CERTIFICATE HOLDER**CANCELLATION**

CITCOT5 City of College Station P.O. Box 9660 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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NOTEPAD

INSURED'S NAME Housley Communications, Inc.

HOUSL-2
OP ID: LF

PAGE 2
Date 03/13/2018

**SPECIAL PROVISIONS-Policies include a blanket 30 day notice of cancellation/material change endorsement (except nonpay, 10), blanket additional insured endorsement (except wc) with general liability including products/completed operations and with general liability and auto liability including primary & non-contributory coverage, and a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contract.

Umbrella liability follows form.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1) ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2) PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.



Legislation Details (With Text)

File #:	18-0230	Version:	1	Name:	Pronto Services Commercial and Multi-Family Recycling Franchise Agreement
Type:	Franchises	Status:		Status:	Consent Agenda
File created:	3/24/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on the first reading of a franchise agreement with Pronto Services, LLC. for the collection of recyclables from commercial businesses and multi-family locations.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	FY18_Franchise_ProntoServicesLLC				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action, and discussion on the first reading of a franchise agreement with Pronto Services, LLC. for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement.

Summary: The proposed agreement would allow Pronto Services, LLC. to collect recyclables from commercial businesses and multi-family locations within the City of College Station.

Budget & Financial Summary:

Attachments:

1. Franchise Ordinance

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, PRONTO SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS FROM RESIDENTIAL SITES, RECYCLABLES AND RECYCLABLE CONSTRUCTION AND DEMOLITION DEBRIS FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Recyclables and Construction and Demolition Debris generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris from residential sites, collecting demolition and construction debris, recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 TAC** means the Texas Administrative Code now and as amended.
- 1.18 TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris from commercial, industrial, multifamily, and residential sites; as well as recyclables and organic waste from commercial, industrial, and multifamily sites for the purpose of recycling within the jurisdictional limits of the City. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, regardless of origin of collection, for the previous quarter.
- c. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- d. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- e. The total payment amount

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, regardless of origin of collection.
 - c. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, within the jurisdictional limits of the City.
 - d. Total tonnage of Recyclables collected, but not recycled or composted due to rejection and the disposition of those materials.
 - e. Any other information concerning the Recyclables collection as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclables collection. The City shall have the right to inspect and

approve the appearance of collection equipment. A standby vehicle shall be available at all times for Recyclables collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for Recyclables collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES

- 7.1 Transport.** The Contractor shall only transport collected Recyclables for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of Recyclables all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Recyclables collection shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.
- 10.3 Disposal.** In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation violating any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

- 12.2** The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that

list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' notice. City shall be compensated for outstanding Franchise Fees.
 - b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the

Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave.
College Station, TX 77842
hwoolwine@cstx.gov

Pronto Services, LLC.
Attn: Laramie Wheaton
PO Box 4662
1733 Briarcrest Dr., Ste. 210
Bryan, TX 77802
laramie@prontoservicesllc.com

- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A.** Schedule of Rates
- B.** Insurance Requirements

C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

- a.** First Consideration & Approval on the ____ day of _____, 2018.
- b.** Second Consideration & Approval on the ____ day of _____, 2018.

PRONTO SERVICES, LLC.

By: _____

Printed Name: Laramie Wheaton

Title: **Owner/Member**

Date: 3/7/2018

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$110.00 per month, and may increase, depending on a variety of conditions, including but not limited to:

- Location of Customer,
- Impact on Existing Routes,
- Ingress and Egress Capabilities,
- Special Requests by Customers,
- Frequency of Collections,
- Volume of Materials,
- Type of Materials,
- External Contributing Conditions of Market Costs.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I) Standard Insurance Policies Required:

- A)** Commercial General Liability
- B)** Business Automobile Liability
- C)** Workers' Compensation

II) General Requirements Applicable to All Policies:

- A)** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- B)** Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- C)** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- D)** The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- E)** The City will not accept "claims made" policies.
- F)** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III) Commercial General Liability

- A)** General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B)** Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- C)** Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- D)** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's 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, and Personal & Advertising Liability.

IV) Business Automobile Liability

- A)** Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B)** Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C)** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- 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 any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V) Workers' Compensation Insurance

- A)** Workers compensation insurance shall include the following terms:
 - 1) Employer's Liability minimum limits of liability not less than \$500,000 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"

EXHIBIT C. CERTIFICATES OF INSURANCE

Legislation Details (With Text)

File #:	18-0231	Version:	1	Name:	Rock Prairie Elevated Storage Tank Project Design Contract
Type:	Contract	Status:			Consent Agenda
File created:	3/24/2018	In control:			City Council Regular
On agenda:	4/12/2018	Final action:			
Title:	Presentation, possible action, and discussion on a professional services contract (Contract No. 1830097) with Freese and Nichols, Inc. in the amount of \$988,500 for the design, bidding, and construction administration for the Rock Prairie Elevated Storage Tank Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Rock Prairie EST location Map RPR EST and PRVs - DRR				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a professional services contract (Contract No. 1830097) with Freese and Nichols, Inc. in the amount of \$988,500 for the design, bidding, and construction administration for the Rock Prairie Elevated Storage Tank Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

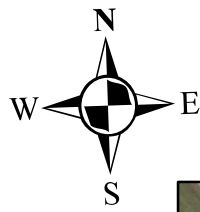
Recommendation(s): Staff recommends approval of the professional services contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The scope of this contract includes design, bidding, and construction phase services for the Rock Prairie Elevated Storage Tank (EST) Project. This project will construct an elevated storage tank near Rock Prairie Road and the Scott and White Hospital as well as two pressure reducing valves (PRVs). The locations of the reducing valves will be determined during the project. This project will potentially establish a secondary pressure plane east of SH 6, generally from the Carter's Creek WWTP south to the Pebble Creek subdivision. This project is necessary to meet TCEQ requirements, to relieve demand on the Greens Prairie EST, and to reduce excessive pressure east of SH 6.

Budget & Financial Summary: Budget in the amount of \$8,756,000 is included for this project in the Water Capital Improvement Projects Fund. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project.

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



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 12th DAY OF April, 2018.

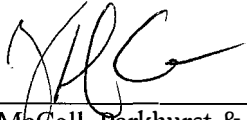
Karl Mooney, Mayor

ATTEST:

Tanya Smith, 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:

Rock Prairie Road Elevated Storage Tank with Pressure Reducing Valves

The scope of this project includes design, bidding, and construction for the Rock Prairie Road Elevated Storage Tank (EST) and Pressure Reducing Valves (PRV's). This project will construct an elevated storage tank near Rock Prairie Road and the Scott and White Hospital and will include pressure reducing valves. The locations of the PRV's will be determined during the design of the project.



Legislation Details (With Text)

File #:	18-0232	Version:	1	Name:	Sale of Surplus Asphalt Millings
Type:	Bid Award	Status:		Status:	Consent Agenda
File created:	3/24/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the sale and removal of approximately 19,000 tons of surplus asphalt millings from city property (Contract No. 18300461) for a total of \$219,450 returned to the Roadway Maintenance fund.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the sale and removal of approximately 19,000 tons of surplus asphalt millings from city property (Contract No. 18300461) for a total of \$219,450 returned to the Roadway Maintenance fund.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approving the sale and removal of approximately 19,000 tons of asphalt millings from city property.

Summary: Bid No. 18-054 opened on March 3, 2018 for the sale and removal of approximately 19,000 tons of asphalt millings from city property. Five vendors submitted proposals. Knife River Corp. South proposed the highest purchase price, with a unit purchase price of \$11.55 per ton for a total purchase price of \$219,450. Payment to the city will be received in advance and a settle up will occur at the end of the project.

Budget & Financial Summary: Funds received from the sale of the surplus millings will be received in the Roadway Maintenance fund.

Attachments:

1. Bid Tabulation

18300461



City of College Station - Purchasing Division
Bid Tabulation for #18-054
"Sale and Removal of Asphalt Millings"
Open Date: Tuesday, March 3, 2018 @ 2:00 p.m.

Item	Description	Estimated Quantity	UOM	Knife River Corp. - South	Century Asphalt, Ltd.	Brazos Paving, Inc.	Kelly Burt Dozer, Inc.	Texcon
				Unit Purchase Price	Unit Purchase Price	Unit Purchase Price	Unit Purchase Price	Unit Purchase Price
1	Purchase and Removal of Asphalt Millings from City Property	19,000	TON	\$11.55	\$10.25	\$8.01	\$3.00	\$2.50
	Total Purchase Price			\$219,450.00	\$194,750.00	\$152,190.00	\$57,000.00	\$47,500.00
	Bid Certification			Y	Y	Y	Y	Y
	Notes/Exceptions			N	N	N	N	N

Note: Bid submitted by Dudley Construction was deemed non-responsive as it was not submitted on the form provided in Addendum 1.

Legislation Details (With Text)

File #:	18-0233	Version:	1	Name:	Veterans Park and Athletic Complex Build Out Phase 1 Construction Contract
Type:	Contract	Status:			Consent Agenda
File created:	3/24/2018	In control:			City Council Regular
On agenda:	4/12/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of a construction contract (no. 18300201) with Dudley Construction, LTD. in the amount of \$4,569,724.32 for the construction of the Veterans Park and Athletic Complex Build-Out, Phase 1 Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	18-033 Tab VPAC Ph 1 Location Map				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a construction contract (no. 18300201) with Dudley Construction, LTD. in the amount of \$4,569,724.32 for the construction of the Veterans Park and Athletic Complex Build-Out, Phase 1 Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The Veterans Park and Athletic Complex Build-Out, Phase 1 consists of adding two additional full size, synthetic turf athletic fields, associated lighting and site drainage, a restroom facility, parking spaces, and other amenities. The fields will be located on the University Drive side of the park complex.

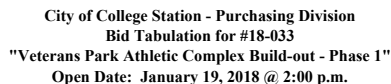
Budget & Financial Summary: Budget in the amount of \$3,673,274 in included for this project in the Hotel Tax Fund. A total of \$428,530 has been expended or committed to date, leaving a balance of \$3,244,744. As directed by Council on 3/5/18, the additional budget needed to support this construction contract will come from the Hotel Tax Fund and will be included on an upcoming FY18 Budget Amendment.

Legal Review: Yes

Attachments:

1. Contract No. 18300201 (on file with the City Secretary)
2. Bid Tabulation #18-033

3. Project Location Map



				Acklam Construction Company, LTD. College Station, TX		Built Wright Construction Waco, TX		Dudley Construction, LTD. College Station, TX		Hellas Construction, Inc. Austin, TX		JaCody Construction, LP College Station, TX		Millis Development & Construction, LLC Missouri City, TX	
OP NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID SCHEDULE 100 - GENERAL SITE CIVIL															
Erosion/Sedimentation Control															
100.01	1,280	LF	Silt Fence	\$1.80	\$2,304.00	\$1.85	\$2,368.00	\$3.37	\$4,313.60	\$1.67	\$2,137.60	\$1.55	\$1,984.00	\$1.80	\$2,304.00
100.02	140	LF	Inlet Protection Fence	\$3.75	\$525.00	\$3.00	\$420.00	\$9.00	\$1,260.00	\$4.08	\$571.20	\$3.74	\$523.60	\$2.71	\$379.40
100.03	112	SY	Stabilized Construction Entrance	\$20.00	\$2,240.00	\$18.75	\$2,100.00	\$18.00	\$2,016.00	\$21.44	\$2,401.28	\$22.02	\$2,466.24	\$24.06	\$2,694.72
Water (Line A) - Mainline Service/Extension along Veterans Parkway															
100.04	805	LF	8-in PVC C900 Water	\$23.36	\$18,804.80	\$28.00	\$22,540.00	\$24.75	\$19,923.75	\$30.79	\$24,785.95	\$41.95	\$33,769.75	\$30.08	\$24,214.40
100.05	1	EA	Connect To Exist. 8-in Water	\$930.00	\$930.00	\$1,850.00	\$1,850.00	\$500.00	\$500.00	\$1,847.41	\$1,847.41	\$953.31	\$953.31	\$1,203.00	\$1,203.00
100.06	1	EA	Connect To Exist. 18-in Water	\$2,362.00	\$2,362.00	\$4,500.00	\$4,500.00	\$5,950.00	\$5,950.00	\$4,310.62	\$4,310.62	\$1,771.21	\$1,771.21	\$5,414.00	\$5,414.00
100.07	2	EA	8-in Gate Valve	\$1,438.00	\$2,876.00	\$2,650.00	\$5,300.00	\$1,250.00	\$2,500.00	\$923.70	\$1,847.40	\$1,106.32	\$2,212.64	\$1,564.00	\$3,128.00
100.08	1	EA	18-in Gate Valve	\$12,200.00	\$12,200.00	\$16,200.00	\$16,200.00	\$9,800.00	\$9,800.00	\$17,242.48	\$17,242.48	\$12,154.09	\$12,154.09	\$19,850.00	\$19,850.00
100.09	35	LF	Steel Casing 18-in	\$288.75	\$10,106.25	\$72.50	\$2,537.50	\$171.00	\$5,985.00	\$123.16	\$4,310.60	\$205.86	\$7,205.10	\$240.60	\$8,421.00
100.10	23	SY	Asphalt Pavement Repair	\$18.00	\$414.00	\$32.25	\$741.75	\$116.00	\$2,668.00	\$73.90	\$1,699.70	\$19.82	\$455.86	\$156.40	\$3,597.20
100.11	20	LF	Concrete Curb and Gutter Repair	\$25.00	\$500.00	\$25.00	\$500.00	\$46.00	\$920.00	\$36.95	\$739.00	\$38.53	\$770.60	\$120.30	\$2,406.00
100.12	9	CY	Cement Stabilized Backfill	\$31.00	\$279.00	\$52.00	\$468.00	\$111.00	\$999.00	\$61.58	\$554.22	\$50.09	\$450.81	\$52.93	\$476.37
100.12A	11	EA	Fittings	\$262.00	\$2,882.00	\$125.00	\$1,375.00	\$282.00	\$3,102.00	\$492.64	\$5,419.04	\$315.94	\$3,475.34	\$433.00	\$4,763.00
Water (Line B) - To Service Restroom/Field Water															
100.13	97	LF	8-in PVC C900 Water	\$23.36	\$2,265.92	\$26.00	\$2,522.00	\$24.00	\$2,328.00	\$30.79	\$2,986.63	\$41.95	\$4,069.15	\$30.08	\$2,917.76
100.14	1	EA	8-in Gate Valve	\$1,438.00	\$1,438.00	\$2,650.00	\$2,650.00	\$1,250.00	\$1,250.00	\$1,970.57	\$1,970.57	\$1,106.32	\$1,106.32	\$1,564.00	\$1,564.00
100.15	23	LF	6-in Ductile Iron C151 Water	\$79.25	\$1,822.75	\$35.20	\$809.60	\$48.50	\$1,115.50	\$61.58	\$1,416.34	\$53.39	\$1,227.97	\$72.18	\$1,660.14
100.16	1	EA	6-in Gate Valve	\$935.00	\$935.00	\$1,125.00	\$1,125.00	\$650.00	\$650.00	\$1,231.61	\$1,231.61	\$892.77	\$892.77	\$1,143.00	\$1,143.00
100.17	1	EA	Fire Hydrant Assembly	\$3,858.00	\$3,858.00	\$3,150.00	\$3,150.00	\$2,500.00	\$2,500.00	\$4,680.10	\$4,680.10	\$2,923.77	\$2,923.77	\$4,210.00	\$4,210.00
100.18	1	EA	2-in Water Meter	\$4,410.00	\$4,410.00	\$1,500.00	\$1,500.00	\$5,086.00	\$5,086.00	\$4,310.62	\$4,310.62	\$1,295.66	\$1,295.66	\$2,406.00	\$2,406.00
100.19	87	LF	2-in SDR 9 Poly Water	\$12.60	\$1,096.20	\$5.00	\$435.00	\$4.15	\$361.05	\$14.78	\$1,285.86	\$21.69	\$1,887.03	\$36.09	\$3,139.83
100.20	12	CY	Cement Stabilized Backfill	\$31.00	\$372.00	\$52.00	\$624.00	\$111.00	\$1,332.00	\$61.58	\$738.96	\$50.09	\$601.08	\$52.93	\$635.16
100.20A	2	EA	Fittings	\$262.00	\$524.00	\$125.00	\$250.00	\$420.00	\$840.00	\$492.64	\$985.28	\$315.94	\$631.88	\$481.22	\$962.44
Water (Line A) - To Service Restroom															
100.21	376	LF	6-in D.I. Pipe	\$25.50	\$9,588.00	\$31.50	\$11,844.00	\$43.50	\$16,356.00	\$49.26	\$18,521.76	\$35.64	\$13,400.64	\$36.09	\$13,569.84
100.22	1	EA	4-ft Dia. Manhole Sewer	\$3,596.00	\$3,596.00	\$3,940.00	\$3,940.00	\$4,170.00	\$4,170.00	\$4,310.62	\$4,310.62	\$2,281.99	\$2,281.99	\$3,609.12	\$3,609.12
100.23	1	EA	Connect to Exist Sewer Manhole	\$2,200.00	\$2,200.00	\$1,250.00	\$1,250.00	\$1,750.00	\$1,750.00	\$1,231.61	\$1,231.61	\$752.96	\$752.96	\$2,406.08	\$2,406.08
100.24	376	LF	Trench Excavation Protection (5' to 10')	\$1.30	\$488.80	\$1.25	\$470.00	\$1.36	\$511.36	\$3.93	\$1,477.68	\$2.70	\$1,015.20	\$2.41	\$906.16
100.25	56	CY	Cement Stabilized Backfill	\$31.00	\$1,736.00	\$52.00	\$2,912.00	\$111.00	\$6,216.00	\$61.58	\$3,448.48	\$50.09	\$2,805.04	\$52.93	\$2,964.08
100.25A	1	EA	6" Cleanout	\$400.00	\$400.00	\$125.00	\$125.00	\$255.00	\$255.00	\$985.28	\$985.28	\$416.11	\$416.11	\$1,023.00	\$1,023.00
Force Main (Reconstruction)															
100.26	623	LF	2-in Dia. D2241 Class 200 PVC	\$12.15	\$7,569.45	\$7.20	\$4,485.60	\$9.60	\$5,980.80	\$12.31	\$7,669.13	\$20.93	\$13,039.39	\$25.26	\$15,736.98
100.27	49	LF	Steel Casing 6-in	\$188.00	\$9,212.00	\$8.00	\$392.00	\$50.00	\$2,450.00	\$61.58	\$3,017.42	\$56.27	\$2,757.23	\$96.24	\$4,715.76
100.28	1	EA	Ball Valve	\$290.00	\$290.00	\$475.00	\$475.00	\$415.00	\$415.00	\$985.28	\$985.28	\$554.82	\$554.82	\$541.37	\$541.37
100.29	1	EA	Manhole Relocation	\$5,665.00	\$5,665.00	\$1,500.00	\$1,500.00	\$116.00	\$116.00	\$1,844.74	\$1,844.74	\$2,281.99	\$2,281.99	\$2,406.00	\$2,406.00
100.30	15	CY	Cement Stabilized Backfill	\$31.00	\$465.00	\$52.00	\$780.00	\$111.00	\$1,665.00	\$61.58	\$923.70	\$50.09	\$751.35	\$52.93	\$793.95
Stormsewer (Channel/Parking Lots)															
100.31	2	EA	Remove Inlets	\$525.00	\$1,050.00	\$250.00	\$500.00	\$528.00	\$1,056.00	\$369.48	\$738.96	\$330.25	\$660.50	\$601.52	\$1,203.04
100.32	417	SY	Remove Concrete Riprap	\$10.50	\$4,378.50	\$15.00	\$6,255.00	\$11.00	\$4,587.00	\$6.16	\$2,568.72	\$14.87	\$6,200.79	\$24.06	\$10,033.02
100.33	164	LF	Remove Box Culvert (6x3)	\$100.00	\$16,400.00	\$20.00	\$3,280.00	\$21.00	\$3,444.00	\$30.79	\$5,049.56	\$40.18	\$6,589.52	\$60.15	\$9,864.60
100.34	75	LF	Remove 30-in Pipe	\$24.00	\$1,800.00	\$3.50	\$262.50	\$15.75	\$1,181.25	\$12.32	\$924.00	\$11.01	\$825.75	\$18.05	\$1,353.75
100.35	2,295	LF	7x4-Reinforced Concrete Box (3 Parallel Boxes)	\$440.00	\$1,009,800.00	\$414.00	\$950,130.00	\$316.50	\$726,367.50	\$436.74	\$1,002,318.30	\$508.58	\$1,167,191.10	\$643.63	\$1,477,130.85
100.36	1,100	CY	Channel Import Fill	\$37.20	\$40,920.00	\$15.00	\$16,500.00	\$30.20	\$33,220.00	\$14.78	\$16,258.00	\$16.52	\$18,172.00	\$30.08	\$33,088.00
100.37	430	LF	18-in RCP Storm Line (Parking Lot + NW Driveway)	\$62.00	\$26,660.00	\$52.00	\$22,360.00	\$71.00	\$30,530.00	\$61.58	\$26,479.40	\$64.11	\$27,567.30	\$78.20	\$33,626.00
100.38	2	EA	5-ft Curb Inlet (Parking Lot)	\$5,092.00	\$10,184.00	\$2,100.00	\$4,200.00	\$3,500.00	\$7,000.00	\$3,694.82	\$7,389.64	\$2,996.97	\$5,993.94	\$3,849.73	\$7,699.46
100.38A	3	EA	10-ft Curb Inlet (Parking Lot + NW Driveway)	\$8,190.00	\$24,570.00	\$3,300.00	\$9,900.00	\$3,175.00	\$9,525.00	\$4,310.62	\$12,931.86	\$3,663.51	\$10,990.53	\$4,812.16	\$14,436.48
100.39	1	EA	Wingwall (FW-0) (HW= 5-ft)	\$10,000.00	\$10,000.00	\$1,800.00	\$1,800.00	\$11,400.00	\$11,400.00	\$12,316.06	\$12,316.06	\$8,657.91	\$8,657.91	\$19,249.00	\$19,249.00
100.40	1	EA	Wingwall (SW-0) (HW= 5-ft)	\$10,000.00	\$10,000.00	\$1,800.00	\$1,800.00	\$13,700.00	\$13,700.00	\$12,316.06	\$12,316.06	\$8,657.91	\$8,657.91	\$16,842.50	\$16,842.50
100.40A	110	LF	Culvert-Wingwall Fencing (4 ft. ht. galvanized chainlink fence)	\$57.75	\$6,352.50	\$55.00	\$6,050.00	\$64.00	\$7,040.00	\$32.64	\$3,590.40	\$90.07	\$9,907.70	\$102.26	\$11,248.60
100.41	151	SY	Concrete Channel Riprap	\$40.00	\$6,040.00	\$17,093.00	\$2,581,043.00	\$61.60	\$9,301.60	\$61.49	\$9,284.99	\$69.36	\$10,473.36	\$60.15	\$9,082.65
100.42	206	SY	Concrete Channel Flume (at existing parking lot)	\$40.00	\$8,240.00	\$17,093.00	\$3,521,158.00	\$43.00	\$8,858.00	\$61.58	\$12,685.48	\$69.36	\$14,288.16	\$72.18	\$14,869.08
Parking Lot (Field #12 & #13)															



City of College Station - Purchasing Division
Bid Tabulation for #18-033
"Veterans Park Athletic Complex Build-out - Phase 1"
Open Date: January 19, 2018 @ 2:00 p.m.

OP NO.	QTY	UNIT	DESCRIPTION	Acklam Construction Company, L.T.D. College Station, TX		Built Wright Construction Waco, TX		Dudley Construction, L.T.D. College Station, TX		Hellas Construction, Inc. Austin, TX		JaCody Construction, LP College Station, TX		Millis Development & Construction, LLC Missouri City, TX	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100.43	1,200	CY	Roadway Excavation	\$37.00	\$44,400.00	\$5.00	\$6,000.00	\$14.00	\$16,800.00	\$12.32	\$14,784.00	\$5.51	\$6,612.00	\$6.02	\$7,224.00
100.44	2,285	LF	Curb & Gutter : Concrete	\$20.00	\$45,700.00	\$19.00	\$43,415.00	\$13.60	\$31,076.00	\$18.47	\$42,203.95	\$12.11	\$27,671.35	\$14.44	\$32,995.40
100.45	5,873	SY	Paving: 2-in Asphalt,	\$12.00	\$70,476.00	\$11.25	\$66,071.25	\$12.80	\$75,174.40	\$14.47	\$84,982.31	\$11.56	\$67,891.88	\$13.83	\$81,223.59
100.46	6,888	SY	Flexible Base Crushed Limestone (6-in)	\$9.20	\$63,369.60	\$11.95	\$82,311.60	\$13.10	\$90,232.80	\$10.78	\$74,252.64	\$9.64	\$66,400.32	\$13.23	\$91,128.24
100.47	6,888	SY	Chemically Stabilized Subgrade (8-in)	\$7.00	\$48,216.00	\$7.50	\$51,660.00	\$7.00	\$48,216.00	\$6.16	\$42,430.08	\$6.33	\$43,601.04	\$6.62	\$45,598.56
100.48	1	LS	Striping & Signage Allowance	\$5,250.00	\$5,250.00	\$20,897.56	\$20,897.56	\$5,833.00	\$5,833.00	\$2,863.48	\$2,863.48	\$2,559.40	\$2,559.40	\$9,023.00	\$9,023.00
100.48A	21	CY	Excavation and Embankment	\$25.00	\$525.00	\$18.00	\$378.00	\$11.80	\$247.80	\$12.32	\$258.72	\$16.52	\$346.92	\$30.08	\$631.68
Northwest Driveway Reconstruction (University Drive)															
100.49	991	LF	Remove Curb & Gutter	\$2.10	\$2,081.10	\$1.70	\$1,684.70	\$7.00	\$6,937.00	\$6.16	\$6,104.56	\$5.51	\$5,460.41	\$12.03	\$11,921.73
100.50	940	CY	Roadway Excavation	\$37.00	\$34,780.00	\$5.00	\$4,700.00	\$14.00	\$13,160.00	\$7.14	\$6,711.60	\$5.51	\$5,179.40	\$6.02	\$5,658.80
100.51	611	LF	Curb & Gutter : Concrete	\$20.00	\$12,220.00	\$19.00	\$11,609.00	\$11.65	\$7,118.15	\$18.47	\$11,285.17	\$12.11	\$7,399.21	\$14.44	\$8,822.84
100.52	380	LF	Spill Curb : Concrete	\$20.00	\$7,600.00	\$19.00	\$7,220.00	\$14.00	\$5,320.00	\$18.47	\$7,018.60	\$13.21	\$5,019.80	\$14.44	\$5,487.20
100.53	1,726	SY	Paving: Concrete Drive (6-in)	\$40.00	\$69,040.00	\$5.25	\$9,061.50	\$40.00	\$69,040.00	\$44.34	\$76,530.84	\$42.11	\$72,681.86	\$52.33	\$90,321.58
100.54	2,001	SY	Chemically Stabilized Subgrade (8-in)	\$7.75	\$15,507.75	\$7.50	\$15,007.50	\$7.00	\$14,007.00	\$6.16	\$12,326.16	\$6.33	\$12,666.33	\$6.62	\$13,246.62
100.55	1	LS	Striping & Signage Allowance	\$7,250.00	\$7,250.00	\$0.00	\$0.00	\$6,950.00	\$6,950.00	\$5,234.33	\$5,234.33	\$4,678.46	\$4,678.46	\$7,820.00	\$7,820.00
100.56	110	SY	Remove Brick Pavers	\$6.50	\$715.00	\$18.00	\$1,980.00	\$9.80	\$1,078.00	\$12.32	\$1,355.20	\$14.87	\$1,635.70	\$21.65	\$2,381.50
100.57	333	LF	Remove Median CMU Wall	\$3.00	\$999.00	\$14.00	\$4,662.00	\$23.10	\$7,692.30	\$12.32	\$4,102.56	\$11.01	\$3,666.33	\$12.03	\$4,005.99
100.58	110	SY	Median Paver Replacement	\$108.00	\$11,880.00	\$0.00	\$0.00	\$76.75	\$8,442.50	\$51.30	\$5,643.00	\$16.52	\$1,817.20	\$168.43	\$18,527.30
100.59	333	LF	Median CMU Wall Replacement	\$11.50	\$3,829.50	\$60.00	\$19,980.00	\$81.00	\$26,973.00	\$79.07	\$26,330.31	\$62.91	\$20,949.03	\$162.41	\$54,082.53
Northwest Driveway Reconstruction (University Drive)															
100.60	6	MO	Barricades, Signs, and Traffic Handling	\$3,250.00	\$19,500.00	\$10,000.00	\$60,000.00	\$620.00	\$3,720.00	\$1,816.62	\$10,899.72	\$584.54	\$3,507.24	\$1,203.00	\$7,218.00
SUBTOTAL SCHEDULE 100					\$1,754,089.12		\$7,631,888.06		\$1,418,938.36		\$1,692,056.83		\$1,778,805.25		\$2,303,207.35
BASE BID SCHEDULE 200 - GENERAL SITE															
Synthetic Turf (Field #12 & #13)															
200.01	210,525	SF	Synthetic Turf Fields (2 fields- includes drainage and turf systems)	\$6.50	\$1,368,412.50	\$1,308,965.00	\$275,569,856,625.00	\$7.24	\$1,524,201.00	\$6.27	\$1,319,991.75	\$6.85	\$1,442,096.25	\$7.48	\$1,574,727.00
200.01A	25,903	SY	Synthetic Turf Fields and Perimeter Walkway Chemically Stabilized Subgrade (8-in)	\$8.50	\$220,175.50	\$7.50	\$194,272.50	\$7.00	\$181,321.00	\$6.16	\$159,562.48	\$6.33	\$163,965.99	\$6.62	\$171,477.86
200.02	266	LF	Perimeter Fencing (8 ft. ht. galvanized chainlink fence, 25 ft. poles @20 ft. oc. w/ 17 ft. ht. marine grade netting)	\$208.00	\$55,328.00	\$200.00	\$53,200.00	\$230.00	\$61,180.00	\$123.34	\$32,808.44	\$116.69	\$31,039.54	\$129.90	\$34,553.40
200.03	22,180	SF	Concrete Walkways (Perimeter of field, parking lots)	\$4.50	\$99,810.00	\$4.50	\$99,810.00	\$4.40	\$97,592.00	\$6.27	\$139,068.60	\$5.78	\$128,200.40	\$5.05	\$112,009.00
200.04	3	EA	Sidewalk Flume Plates (Slip resistant steel plate at parking lot flumes)	\$400.00	\$1,200.00	\$0.00	\$0.00	\$450.00	\$1,350.00	\$1,231.61	\$3,694.83	\$385.29	\$1,155.87	\$2,707.00	\$8,121.00
200.05	350	LF	Ribbon Curb (east side Field 12)	\$10.00	\$3,500.00	\$19.00	\$6,650.00	\$17.50	\$6,125.00	\$18.47	\$6,464.50	\$13.21	\$4,623.50	\$12.03	\$4,210.50
200.06	1,300	LF	1-1/2-in SDR 9 Poly Water Line for Hose Bids	\$7.00	\$9,100.00	\$4.50	\$5,850.00	\$4.00	\$5,200.00	\$14.78	\$19,214.00	\$6.22	\$8,086.00	\$18.05	\$23,465.00
200.06A	1	LS	4 - Hose Bids/Quick Couple in valve box	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$15.47	\$15.47	\$2,443.81	\$2,443.81	\$962.00	\$962.00
200.06B	6,300	CY	Excavation and Embankment	\$25.00	\$157,500.00	\$1,800.00	\$11,340,000.00	\$11.80	\$74,340.00	\$11.90	\$74,970.00	\$16.52	\$104,076.00	\$30.08	\$189,504.00
Electric Distribution (Field #12 & #13, Parking Lot Lights, Alternate RR Service)															
200.07	1	LS	Secondary Site Electric (includes service, equip. and misc. appurtenances for field lighting, parking lot lighting, and alternate restroom)	\$109,000.00	\$109,000.00	\$0.00	\$0.00	\$108,260.00	\$108,260.00	\$124,118.84	\$124,118.84	\$70,562.17	\$70,562.17	\$35,790.00	\$35,790.00
200.08	1	LS	Field Lighting (Two Fields, Musco LED, 50 ft. , six poles/two shared- including conduit & distribution from panel to poles)	\$536,000.00	\$536,000.00	\$562,000.00	\$562,000.00	\$559,400.00	\$559,400.00	\$543,838.06	\$543,838.06	\$531,147.08	\$531,147.08	\$571,127.00	\$571,127.00
200.09	4	EA	Lightpole - Parking (Double Fixture, includes pole base, conduit and wiring to panel)	\$7,000.00	\$28,000.00	\$950.00	\$3,800.00	\$5,400.00	\$21,600.00	\$6,812.85	\$27,251.40	\$5,360.69	\$21,442.76	\$5,753.50	\$23,014.00
200.10	3	EA	Lightpole - Parking (Single Fixture, includes pole base, conduit and wiring to panel)	\$5,800.00	\$17,400.00	\$950.00	\$2,850.00	\$3,800.00	\$11,400.00	\$6,426.10	\$19,278.30	\$4,841.75	\$14,525.25	\$4,365.25	\$13,095.75
Landscape/Irrigation (Field #12 & #13 Parking Lot/Revegetation/Entry Median)															
200.11	44	EA	Shade Trees (2.5", container grown, includes excavation, backfill bed mix, mulch, staking/guying)	\$365.00	\$16,060.00	\$347.90	\$15,307.60	\$405.00	\$17,820.00	\$414.01	\$18,216.44	\$382.98	\$16,851.12	\$631.60	\$27,790.40
200.12	107	EA	Dwarf Wax Myrtle (5 gal., includes excavation, bed mix, mulch)	\$44.50	\$4,761.50	\$43.65	\$4,670.55	\$50.83	\$5,438.81	\$35.70	\$3,819.90	\$48.06	\$5,142.42	\$36.09	\$3,861.63
200.13	54	EA	Weeping/Trailing Lantana (3 gal., includes excavation, bed mix, mulch)	\$36.00	\$1,944.00	\$35.05	\$1,892.70	\$41.00	\$2,214.00	\$23.80	\$1,285.20	\$38.59	\$2,083.86	\$24.06	\$1,299.24
200.13A	57	EA	Muhly Grass - Pink Cloud (3 gal., includes excavation, bed mix, mulch)	\$30.00	\$1,710.00	\$29.00	\$1,653.00	\$33.50	\$1,909.50	\$29.75	\$1,685.75	\$31.93	\$1,820.01	\$30.08	\$1,714.56
200.13B	50	EA	Muhly Grass - White Cloud (3 gal. includes excavation, bed mix, mulch)	\$50.00	\$2,500.00	\$48.75	\$2,437.50	\$57.00	\$2,850.00	\$29.75	\$1,487.50	\$53.67	\$2,683.50	\$30.08	\$1,504.00
200.13C	66	EA	Knock Out Roses (5 gal., includes excavation, bed mix, mulch)	\$49.50	\$3,267.00	\$48.70	\$3,214.20	\$57.00	\$3,762.00	\$41.65	\$2,748.90	\$53.61	\$3,538.26	\$42.11	\$2,779.26
200.13D	332	EA	Star Jasmine (1 gal., includes excavation, bed mix, mulch)	\$8.50	\$2,822.00	\$7.79	\$2,586.28	\$9.00	\$2,988.00	\$17.85	\$5,926.20	\$8.58	\$2,848.56	\$18.05	\$5,992.60
200.14	1,780	SY	Solid Sod (Bermuda Tif 419, 4" topsoil)	\$7.50	\$13,350.00	\$7.14	\$12,709.20	\$8.30	\$14,774.00	\$8.50	\$15,130.00	\$7.86	\$13,990.80	\$19.55	\$34,799.00
200.15	6,950	SY	Hydromulch Bermuda Tif 419	\$0.50	\$3,475.00	\$0.45	\$3,127.50	\$0.52	\$3,614.00	\$0.89	\$6,185.50	\$0.50	\$3,475.00	\$0.90	\$6,255.00
200.16	5,400	SY	Irrigation - Full Coverage	\$3.90	\$21,060.00	\$3.75	\$20,250.00	\$4.48	\$24,192.00	\$1.67	\$9,018.00	\$4.24	\$22,896.00	\$1.68	\$9,072.00
200.17	7,200	SY	Irrigation - Temporary	\$1.25	\$9,000.00	\$1.18	\$8,524.80	\$1.38	\$9,936.00	\$0.83	\$5,976.00	\$1.30	\$9,360.00	\$0.84	\$6,048.00
200.18	865	SF	Drip Irrigation - Parking Lot Bed	\$0.55	\$475.75	\$0.52	\$449.80	\$0.61	\$527.65	\$1.79	\$1,548.35	\$0.58	\$501.70	\$1.79	\$1,548.35
200.19	1,720	SF	Drip Irrigation - Driveway Median Bed	\$1.35	\$2,322.00	\$1.30	\$2,236.00	\$1.50	\$2,580.00	\$1.79	\$3,078.80	\$1.44	\$2,476.80	\$1.80	\$3,096.00
200.20	44	EA	Irrigation - Tree Bubblers	\$28.35	\$1,247.40	\$27.00	\$1,188.00	\$31.50	\$1,386.00	\$59.50	\$2,618.00	\$29.73	\$1,308.12	\$60.15	\$2,646.60



City of College Station - Purchasing Division
Bid Tabulation for #18-033
"Veterans Park Athletic Complex Build-out - Phase 1"
Open Date: January 19, 2018 @ 2:00 p.m.

				Acklam Construction Company, LTD. College Station, TX		Built Wright Construction Waco, TX		Dudley Construction, LTD. College Station, TX		Hellas Construction, Inc. Austin, TX		JaCody Construction, LP College Station, TX		Millis Development & Construction, LLC Missouri City, TX	
OP NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
200.21	750	LF	Irrigation Sleeves (sch 40 PVC)	\$6.75	\$5,062.50	\$6.44	\$4,830.00	\$7.50	\$5,625.00	\$7.14	\$5,355.00	\$7.09	\$5,317.50	\$7.22	\$5,415.00
200.22	1	LS	Irrigation Miscellaneous Appurtenances (controller, etc.)	\$2,650.00	\$2,650.00	\$2,492.00	\$2,492.00	\$2,900.00	\$2,900.00	\$22,253.33	\$22,253.33	\$2,743.23	\$2,743.23	\$22,497.00	\$22,497.00
200.23	1	LS	Existing Landscape Removal (remove all existing trees and irrigation within phase 1 limits of construction including driveway median).	\$3,850.00	\$3,850.00	\$3,850.00	\$3,850.00	\$4,500.00	\$4,500.00	\$3,570.05	\$3,570.05	\$4,238.14	\$4,238.14	\$3,609.00	\$3,609.00
SUBTOTAL SCHEDULE 200				\$2,702,983.15		\$275,582,217,976.63		\$2,760,935.96		\$2,580,189.59		\$2,624,639.64		\$2,901,984.15	
BASE BID SCHEDULE 300 - MISCELLANEOUS															
300.01	1	LS	Mobilization/General Requirements of Contract	\$165,000.00	\$165,000.00	\$0.00	\$0.00	\$58,200.00	\$58,200.00	\$171,937.65	\$171,937.65	\$22,566.69	\$22,566.69	\$140,756.00	\$140,756.00
300.02	1	LS	Demobilization/General Requirements of Contract	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$5,800.00	\$5,800.00	\$5,941.18	\$5,941.18	\$9,632.13	\$9,632.13	\$34,287.00	\$34,287.00
300.03	1	LS	Compliance with SWPPP	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,075.00	\$4,075.00	\$3,861.76	\$3,861.76	\$1,348.50	\$1,348.50	\$5,414.00	\$5,414.00
SUBTOTAL SCHEDULE 300				\$194,000.00		\$0.00		\$68,075.00		\$181,740.59		\$33,547.32		\$180,457.00	
TOTAL BASE BID SCHEDULES 100 - 300				\$4,651,072.27		\$275,589,849,864.69		\$4,247,949.32		\$4,453,987.01		\$4,436,992.21		\$5,385,648.50	
ALTERNATE BID ITEMS - FIELD #12 & #13 AMENITIES															
Field #12 & #13 (Spectator Areas/Amenities)															
A1.0	1	LS	Restroom Type A w/ Electric Room: approx. 1,030 sf.	\$160,000.00	\$160,000.00	\$280,891.00	\$280,891.00	\$234,000.00	\$234,000.00	\$222,507.58	\$222,507.58	\$230,563.82	\$230,563.82	\$263,932.00	\$263,932.00
A2.0	1,235	SF	Walkways (5" conc.)	\$5.00	\$6,175.00	\$0.00	\$0.00	\$5.00	\$6,175.00	\$5.95	\$7,348.25	\$5.78	\$7,138.30	\$5.29	\$6,533.15
A3.0	4	EA	Bleacher Pad: concrete 6" depth	\$3,400.00	\$13,600.00	\$0.00	\$0.00	\$3,400.00	\$13,600.00	\$3,476.85	\$13,907.40	\$3,687.73	\$14,750.92	\$6,422.00	\$25,688.00
A4.0	4	EA	Fabric Shade: USA Shade structure, single cantilever, 18 ft w x 36 ft x 9 ft. entry	\$17,250.00	\$69,000.00	\$0.00	\$0.00	\$17,000.00	\$68,000.00	\$14,949.60	\$59,798.40	\$18,859.15	\$75,436.60	\$24,851.00	\$99,404.00
A5.0	210,525	SF	Hydrochill Field #12 & 13	\$0.87	\$183,156.75	\$0.00	\$0.00	\$0.97	\$204,209.25	\$1.13	\$237,893.25	\$0.93	\$195,788.25	\$1.01	\$212,630.25
TOTAL Alternate bid items				\$431,931.75		\$280,891.00		\$525,984.25		\$541,454.88		\$523,677.89		\$608,187.40	
TOTAL BASE BID SCHEDULES 100 - 300 + Alternate Bid Items				\$5,083,004.02		\$275,590,130,755.69		\$4,773,933.57		\$4,995,441.89		\$4,960,670.10		\$5,993,835.90	

NOTES:

Acklam Construction Company Ltd.

»Bidder miscalculated Section 100, General Site Items Subtotal and the Total Bid Amount. The highlighted totals above are correct.

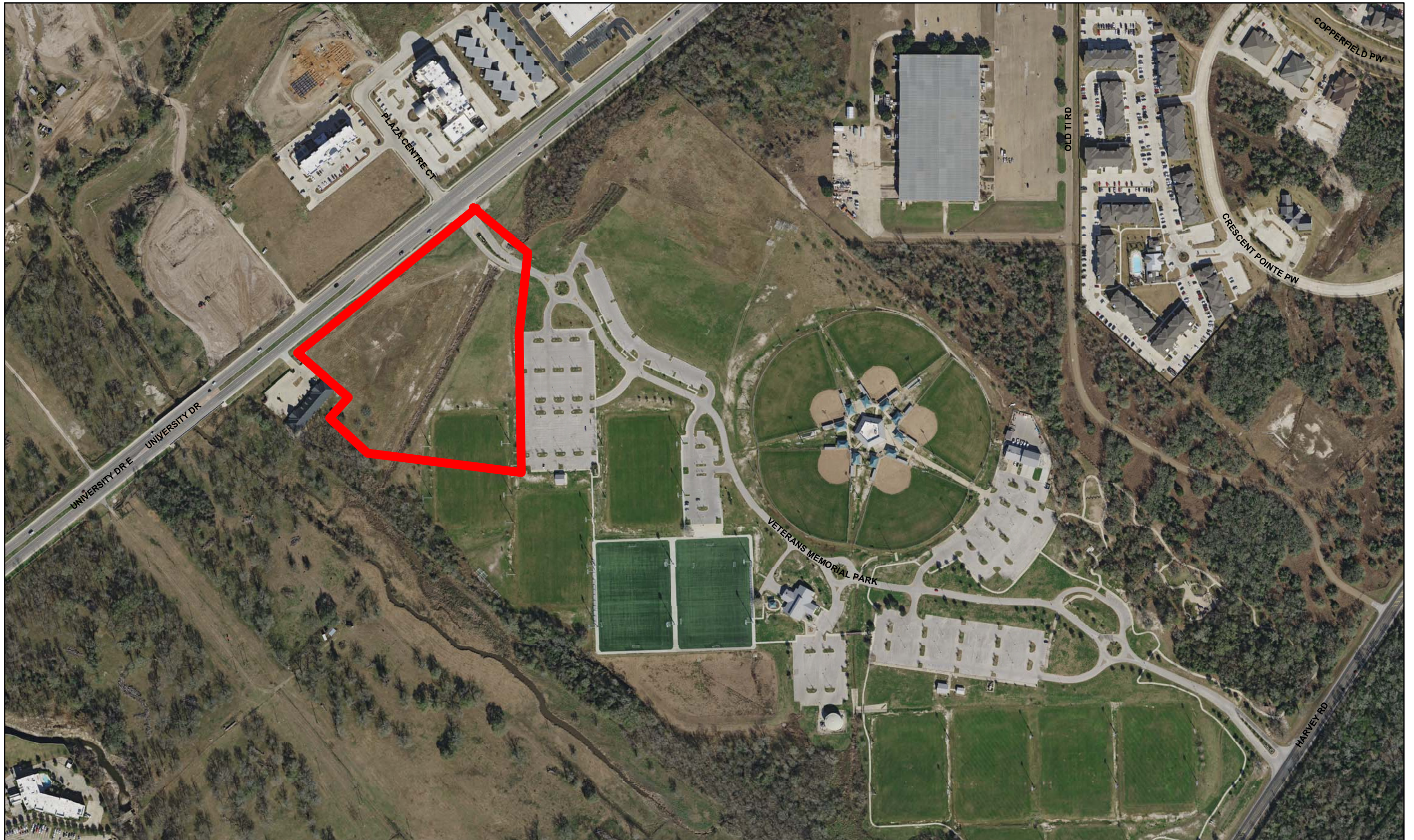
Built Wright Construction

»Bidder miscalculated the total for Bid Items 100.41, 100.42, 100.55, 100.58, 100.59, 200.01, 200.03, 200.06B, 200.07, 200.19, Schedules 100 and 200 Items Subtotal and the Total Bid Amount. The highlighted totals above are correct.

Hellas Construcitn, Inc.

»Bidder miscalculated Section 100-300 Schedule, Subtotal and the Total Bid Amount. Bidder miscalculated the total for Alternate bid items A2.0 - A5.0. The highlighted totals above are correct.

HM-1601: Veteran's Park Athletic Complex Build-Out, Phase I
Project Location Map





Legislation Details (With Text)

File #:	18-0247	Version:	1	Name:	Non-Annexation Agreements
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	3/29/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding the approval of the annexation development agreements referenced herein and authorizing the Mayor to sign said agreements on behalf of the City Council.				
Sponsors:	Lance Simms				
Indexes:					
Code sections:					
Attachments:	Map of Areas Covered by Agreements List of Development Agreements Sample Annexation Development Agreement				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of the annexation development agreements referenced herein and authorizing the Mayor to sign said agreements on behalf of the City Council.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City

Recommendation(s): Staff recommends approval of the non-annexation development agreements.

Summary: The purpose of this agenda item is to provide the Council with the opportunity to approve eight non-annexation development agreements representing over 2,000 acres in the City's ETJ. The City extended non-annexation development agreement offers to property owners at the direction of City Council. The non-annexation development agreements contain the following provisions:

- A guarantee that the City will not annex the property for a period of ten (10) years unless the terms of the agreement are violated.
- A promise by the owner(s) to use the property in a way that is consistent with the City's R (Rural) zoning district.
- A promise by the owner that no person will file a plat or related development document for the property.
- A provision that a violation of the agreement by the landowner by commencing development will constitute a petition for voluntary annexation.
- A provision requiring building construction allowed by the agreement to comply with the

applicable City codes and ordinances.

- A provision that the agreement be recorded in the property records at the County Clerk's Office so that the agreement will run with the land.

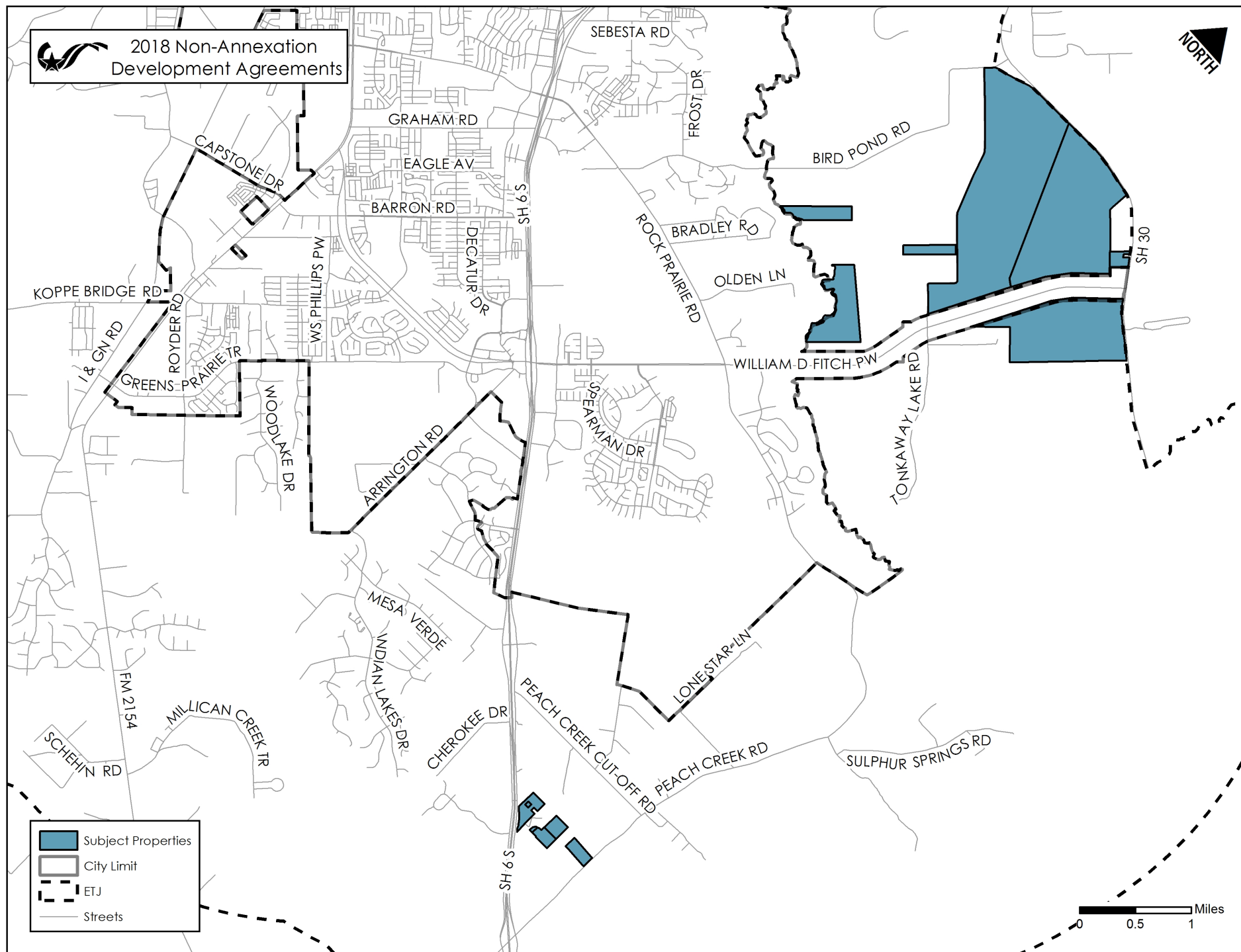
Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Map of areas covered by agreements
2. List of tracts covered by agreements
3. Standard Annexation Development Agreement (hard copies of all development agreements are available in the City Secretary's Office)

- 2018 Non-Annexation Development Agreements



NAME	TRACT DESCRIPTION	ACREAGE
STEPHEN JEAN FAMILY NO TWO LP	AUGUSTUS WILLIAMS (OCL), TRACT 4.05	814.630
HYDEN GLENDORE	AUGUSTUS WILLIAMS (OCL), TRACT 22.1	25.250
C M ANDERSON PROPERTIES LTD	AUGUSTUS WILLIAMS (OCL), TRACT 4 & 4.1	901.880
OLDEN ARTHUR D FAMILY TRUST	THOMAS CARRUTHERS (ICL), TRACT 5.6	125.400
SMITH LAWRENCE C ETAL	AUGUSTUS WILLIAMS (OCL), TRACT 16	14.800
THOMPSON DURWOOD JR &	THOMAS CARRUTHERS (OCL), TRACT 3	60.170
BECKER BOBBY W	H G HUDSON A-140, TRACT 1.33	22.210
BECKER BOBBY W	H G HUDSON A-140, TRACT 1.3	14.03
BECKER BOBBY W	H G HUDSON A-140, TRACT 1.35	12.86
BECKER ROBERT D (LIFE ESTATE)	H G HUDSON A-140, TRACT 1	1.14
BECKER BOBBY W	H G HUDSON A-140, TRACT 1.1	1
MCDOWELL LYDIA SUSAN &	A D HOUSTON, TRACT 13.2 CSISD	15.000
	Total	2008.37

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of College Station, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Brazos County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Brazos County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and

zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R (Rural) District zoning requirements apply to the Property, and that the Property shall be used only for R (Rural) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct one single-family structure or an accessory structure to an existing single-family dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with

annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R (Rural) pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of College Station
Attn: City Manager
P.O. Box 9960
College Station, Texas 77842

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Brazos County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this ____ day of _____, 2017.

Owner
Printed Name: _____

Owner
Printed Name: _____

Owner
Printed Name: _____

Owner
Printed Name: _____

CITY OF COLLEGE STATION

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Chief Financial Officer

Date

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2017,
by _____ in his/her capacity as owner of
_____.

Notary Public in and for
the State of _____

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____
_____, 2017, by Karl Mooney, in the capacity as Mayor of the City of College Station, a
Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas



Legislation Details (With Text)

File #:	18-0253	Version:	1	Name:	General Parkway Extension North - Land Acquisition
Type:	Contract	Status:		Status:	Agenda Ready
File created:	4/3/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a real estate contract (contract no. 18300475) that will authorize the purchase of property needed for the extension of General Parkway. The purchase price of the property is \$225,000 and the closing costs are estimated at \$2,500.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Real Estate Contract				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a real estate contract (contract no. 18300475) that will authorize the purchase of property needed for the extension of General Parkway. The purchase price of the property is \$225,000 and the closing costs are estimated at \$2,500.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract which will authorize the Mayor to execute the contract and the City Attorney to complete the transaction.

Summary: The General Parkway Extension North Project includes the extension of General Parkway from its existing northern terminus to Cain Road. The railroad crossing currently located at Cain Road and FM 2154 is being closed due to safety reasons, with a new railroad crossing to be opened at Deacon Drive and FM 2154, as part of the current UP Deacon/Cain Railroad Crossing Project. The property purchase will allow for the extension of General Parkway to Cain for improved connectivity in the area. In addition, the contract requires the existing improvements to be removed by the seller.

Budget & Financial Summary: A budget in the amount of \$1,000,000 is included for this project in the Streets Capital Improvement Project Fund. A total of \$86,970 has been expended or committed to date, leaving a balance of \$913,030. The contract purchase price is \$225,000. Closing costs are estimated to be approximately \$2,500. Please note that the City will not incur any additional costs associated with removing the existing improvements.

Attachments:

1. Location Map

2. Contract on file with City Secretary

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE (the "Contract") is made by and between CALDWELL EQUITY INVESTMENTS, L.L.C., a Texas limited liability company, 7904 N. Sam Houston Parkway West, 4th Floor, Houston, Texas 77064 ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, whose mailing address is P. O. Box 9960, College Station, Brazos County, Texas 77842 ("BUYER"), upon the terms and conditions set forth herein:

ARTICLE I PURCHASE AND SALE

1.1 Property. SELLER, for the consideration and subject to the terms, provisions, and conditions set forth herein, agrees to sell and convey in fee simple by Special Warranty Deed ("Deed"), and BUYER agrees to purchase the property of SELLER located at 3033 Cain Road, College Station, Brazos County, Texas, and more particularly described as 1.928 acres of land, known as Lot 1, German Acres, a subdivision lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, said 1.928 acre tract being more particularly described on **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes, together with all and singular the rights and appurtenances pertaining thereto, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way, and rights of ingress and egress, together with SELLER's interest in any improvements and fixtures situated on and attached thereto, all of the foregoing including such real property, rights, improvements and appurtenances to be conveyed by SELLER being herein referred to as the "PROPERTY", for the consideration and subject to the terms provisions and conditions set forth herein. This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this Contract.

1.2 Title Commitment. BUYER has requested UNIVERSITY TITLE COMPANY (the "Title Company") to furnish a Commitment for Title Insurance ("Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract.

1.3 Title Review. BUYER shall have a period of fifteen (15) business days (the "Title Review Period") following the effective date of this Contract or following the receipt of the Title Commitment and all copies of the instruments referred to in Schedules B and C, whichever occurs last, to make exceptions by notifying SELLER of BUYER's objection to any item shown on or referenced by those documents ("Title Reviewable Matters"). Any Title Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Title Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same.

Contract No. _____

If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (a) waive such objections and accept such title as SELLER is able to convey; or
- (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.4 Survey. BUYER, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties.

(a) Survey Review Period. BUYER shall have a period of fifteen (15) business days ("Survey Review Period") following the effective date of this Contract or following the receipt of the Survey, whichever comes last, within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey ("Survey Reviewable Matter"). Any Survey Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

(i) waive such objections and accept such title as SELLER is able to convey;
or

(ii) terminate this Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

(b) Survey Requirements. The survey drawing shall be addressed to and certified in favor of the BUYER and UNIVERSITY TITLE COMPANY. The field note description along with the survey plat or diagram of the PROPERTY as prepared by the surveyor shall be used in the Special Warranty Deed.

1.5 Environmental Site Assessment. BUYER, at BUYER's expense, may obtain a Phase I Environmental Site Assessment to be performed on the PROPERTY not later than fifteen (15) days after the execution date of this Real Estate Contract. BUYER shall have a period of fifteen (15) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER, at its option, may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability.

BUYER and BUYER's representatives have SELLER's permission, at BUYER's risk and expense, to enter the PROPERTY at any reasonable time before closing to inspect the PROPERTY and conduct any and all non-invasive investigations BUYER deems necessary, including surveys, environmental site assessments, and appraisals. No inspections, assessments or surveys of the PROPERTY by BUYER shall be conducted in a manner which disturbs or interferes with SELLER use of the PROPERTY.

1.6 Taxes. The parties agree that general real estate taxes on the PROPERTY for the then current year and all prior years, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. BUYER is exempt from any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER pursuant to §23.55 of the TEXAS TAX CODE (Vernon 2008). If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER.

1.7 Conveyance Documents. The sale of the PROPERTY shall be made by Special Warranty Deed from SELLER to BUYER in the form attached hereto as **EXHIBIT B**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS 225,000.00). The purchase price shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Contract.

(b) SELLER has no actual knowledge of any third parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession (excepting utility providers). Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated acquisition and use of the PROPERTY.

Contract No. _____

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract, in which case neither party shall have any further obligation to the other.

(e) To SELLER's knowledge, the PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract, in which case neither party shall have any further obligation to the other.

(h) SELLER has no actual knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

When reference is made in this Contract to SELLER's "knowledge", "belief", or "actual knowledge", or the "best of" any of the foregoing, or that SELLER is "aware" or "not aware" as the case may be, such terms shall include only the conscious current, actual knowledge of SELLER's Designated Representative, Clint Cooper, the person with day to day management authority for the Property in his capacity as Designated Representative acting on behalf of SELLER or what he reasonably should have known and shall only cover the period of SELLER's ownership of the Property, the parties acknowledging that SELLER only recently acquired title to

the Property, and shall not be construed to refer to the knowledge of any other member, officer, director, shareholder, employee, agent, property manager or representative of SELLER, its partners or members (including without limitation SELLER's counsel and broker), or of any affiliate of any of the foregoing, or to impose or have imposed upon the Designated Representative any duty to investigate or inquire into the matters to which such knowledge, or the absence thereof, pertains other than may be set forth in this Agreement. "Knowledge" does not include constructive knowledge, imputed knowledge, or knowledge that SELLER or such individual does not have, except as otherwise stated in this Agreement.

(k) Notwithstanding any other provision of this Real Estate Contract, it is expressly understood and agreed by the parties that BUYER assumes no responsibility for damages, liability or harm arising out of or relating to SELLER's purchase and ownership of the Property to third parties not a party to this Agreement. This provision shall survive closing and not merge with any other instrument executed or delivered at Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been obtained.

ARTICLE V CLOSING

5.1 The closing shall be held at UNIVERSITY TITLE COMPANY, within thirty (30) days from the full execution of this Real Estate Contract by BUYER and SELLER, or at such time and date as SELLER and BUYER may agree upon in writing ("Closing Date"). The City Manager for the BUYER is authorized to extend the time for closing if BUYER and SELLER agree to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection may be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

Contract No. _____

(b) Deliver possession of the PROPERTY to BUYER in accordance with this Agreement..

(c) Deliver to BUYER, at BUYER'S expense, a Title Policy insuring indefeasible title issued by UNIVERSITY TITLE COMPANY, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay any and all required property taxes for prior years up to and including the year 2017 and prorated taxes for the year 2018.

(e) Pay any and all homeowner's or maintenance fees, if any, for prior years and for the current year prorated up to the date of closing.

(f) Pay the costs to obtain, deliver and record any documents necessary to clear title associated with co-ownership, if any, required at closing.

(g) Pay the SELLER's attorney fees.

(h) Deliver the PROPERTY to BUYER free and clear of any and all structures, including removal of the house, and all personalty including abandoned vehicles.

(i) Deliver the PROPERTY to BUYER with any and all septic tanks and/or systems on the PROPERTY removed.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the purchase price.

(b) Pay the escrow fees of the title company and costs of tax certificates.

(c) Pay the title insurance premium.

(d) Pay the costs to obtain, deliver and record releases or partial releases of all liens, if any, to be released at closing.

(e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.

(f) Pay the BUYER's expenses or attorney fees.

(g) Pay the cost of the survey of the PROPERTY and pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

- (h) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.
- (i) Pay for any and all environmental assessments and other inspections, if any.

ARTICLE VI BREACH BY SELLER

6.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may as its sole and exclusive remedy:

- (a) Enforce specific performance of this Contract; and/or
- (b) Terminate this Contract in writing and initiate condemnation proceedings.

ARTICLE VII BREACH BY BUYER

7.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE VIII MISCELLANEOUS

8.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

8.2 Notice. Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: CALDWELL EQUITY INVESTMENTS, L.L.C.
7904 N. Sam Houston Parkway West, 4th Floor
Houston, Texas 77064
Email: bfishman@CaldwellCos.com
Telephone: 281-664-6610

BUYER: City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Facsimile: 979-764-3481

Contract No. _____

8.3 Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

8.4 Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

8.5 Invalid Provision. In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

8.7 Prior Agreements Superseded. This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

8.8 Time of Essence. Time is of the essence to this Contract.

8.9 Gender. Words of any gender used in this Contract 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.

8.10 Multiple Counterparts. This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

8.11. BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED

Contract No. _____

HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OR ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY BUYER'S ACCEPTANCE OF THIS DEED, BUYER REPRESENTS THAT BUYER HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY BUYER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

EXECUTED on this the _____ day of _____, 2018.

SELLER:

CALDWELL EQUITY INVESTMENTS, L.L.C.
A Texas limited liability company

BY: 
FRED F. CALDWELL, Manager
Date: 4-3-18

BUYER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

BY: _____
KARL MOONEY, Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

Contract No. _____

APPROVED:

City Manager

Date: _____

Assistant City Manager/CFO

Date: _____

City Attorney

Date: _____

Attached Exhibits:

EXHIBIT A – property description

EXHIBIT B – Special Warranty Deed from SELLER to BUYER

Contract No. _____

A17-001378

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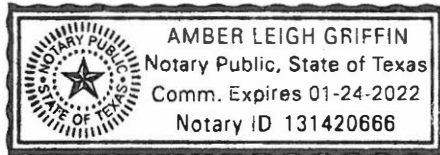
Page 10

THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
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ACKNOWLEDGMENT

This instrument was acknowledged before me on the 3 day of April, 2018, by FRED F. CALDWELL, Manager of CALDWELL EQUITY INVESTMENTS, L.L.C., a Texas limited liability company, on behalf of said CALDWELL EQUITY INVESTMENTS, L.L.C., a Texas limited liability company.



Amber Griffin
NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the _____ day of _____, 2018, by KARL MOONEY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A T O REAL ESTATE CONTRACT

Lot One (1), German Acres, Brazos County, Texas, according to the plat thereof recorded in Volume 2393, Page 91, of the Official Records of Brazos County, Texas.

Contract No. _____

A17-001378

O:\12 PROJECTS\General Parkway North\#8 Real Estate Contract 03-29-2018.docx

Page 12

EXHIBIT B TO REAL ESTATE CONTRACT

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

SPECIAL WARRANTY DEED

DATE: _____, 2018

GRANTOR: CALDWELL EQUITY INVESTMENTS, L.L.C.,
a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 7904 N. Sam Houston Parkway W, 4th Floor
(including county) Harris County
Houston, Texas 77064

GRANTEE: CITY OF COLLEGE STATION, TEXAS,
A Texas Home Rule Municipal Corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

Lot One (1), German Acres, Brazos County, Texas, according to the plat thereof recorded in Volume 2393, Page 91, of the Official Records of Brazos County, Texas.

EXHIBIT B TO REAL ESTATE CONTRACT

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. All easements, building lines, covenants, conditions and restrictions as shown on plat recorded in Volume 2393, Page 91, of the Official Records of Brazos County, Texas.
2. General Right-Of-Way Easement dated June 13, 1968, from Fletcher N. German and Minnie Mae German to Wellborn Water Supply Corporation, recorded in Volume 271, Page 218, Deed Records of Brazos County, Texas.
3. Right of Way Easement dated February 7, 1994, from Fletcher German and Lonnie Carey to the City of Bryan, recorded in Volume 2050, Page 227, of the Official Records of Brazos County, Texas.
4. Mineral Reservation as set out in Warranty Deed with Vendor's Lien dated August 19, 1994, from Gary R. Carey, Carolyn Conant, Juanita Jones, Ruby Joy, Melvin Carey, Clyde W. Carey, James Carey, Mary Martin, Carmen Gladys Koerth, Marjorie Catherine Holligan, Jessie Samuel German, Elizabeth Gaynell Plagens, Mary Lois Huckaby, Lonnie Carey, Individually and as Co-Independent Executor of the Estate of Minnie Mae German, Deceased, and Fletcher N. German, Jr., Individually and as Co-Independent Executor of the Estate of Minnie Mae German, Deceased to C. M. Rutledge, recorded in Volume 2266, Page 151, of the Official Records of Brazos County, Texas.
5. Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Ruby Joy and PetroEdge Energy III, LLC, recorded in Volume 11695, Page 214, Official Records of Brazos County, Texas.
6. Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Marilyn S. McWhorter and PetroEdge Energy III, LLC, recorded in Volume 11695, Page 216, Official Records of Brazos County, Texas.
7. Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Linda G. Blum and PetroEdge Energy III, LLC, recorded in Volume 11695, Page 222, Official Records of Brazos County, Texas.
8. Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Donald R. Carey and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 205, Official Records of Brazos County, Texas.
9. Memorandum of Oil and Gas Lease dated November 5, 2013 executed by and between Linda Gayle Langdon and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 219, Official Records of Brazos County, Texas.

EXHIBIT B TO REAL ESTATE CONTRACT

10. Memorandum of Oil and Gas Lease dated November 5, 2013 executed by and between Ray Huckaby and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 221, Official Records of Brazos County, Texas.
11. Memorandum of Oil and Gas Lease dated October 24, 2013 executed by and between John Daniel German and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 223, Official Records of Brazos County, Texas.
12. Memorandum of Oil and Gas Lease dated November 5, 2013 executed by and between Marie Carey Shelfer and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 225, Official Records of Brazos County, Texas.
13. Memorandum of Oil and Gas Lease dated November 5, 2013 executed by and between James R. Carey and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 227, Official Records of Brazos County, Texas.
14. Memorandum of Oil and Gas Lease dated November 5, 2013 executed by and between Linda Trail and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 229, Official Records of Brazos County, Texas.
15. Memorandum of Oil and Gas Lease dated November 5, 2013 executed by and between Robert Huckaby and PetroEdge Energy III, LLC, recorded in Volume 11738, Page 231, Official Records of Brazos County, Texas.
16. Memorandum of Oil and Gas Lease dated January 13, 2014 executed by and between John L. Comparetto and PetroEdge Energy III, LLC, recorded in Volume 11837, Page 42, Official Records of Brazos County, Texas.
17. Memorandum of Oil and Gas Lease dated February 19, 2014 executed by and between Phillip Comparetto and PetroEdge Energy III, LLC, recorded in Volume 12163, Page 155, Official Records of Brazos County, Texas.
18. Memorandum of Oil and Gas Lease dated March 21, 2014 executed by and between Susan M. Hall Whitman (daughter), Independent Executor of the Estate of Charlotte Faye Hughes (deceased), as stated in the last Will and Testament of Charlotte Faye Hughes, and PetroEdge Energy III, LLC, recorded in Volume 12163, Page 159, Official Records of Brazos County, Texas.
19. Memorandum of Oil and Gas Lease effective August 27, 2013 executed by and between Patricia True and PetroEdge Energy III, LLC, recorded in Volume 12085, Page 45, Official Records of Brazos County, Texas.

EXHIBIT B TO REAL ESTATE CONTRACT

20. Correction Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Juanita Jones and PetroEdge Energy III, LLC, recorded in Volume 12193, Page 252, Official Records of Brazos County, Texas.
21. Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Melissa D. Carey and PetroEdge Energy III, LLC, recorded in Volume 12212, Page 87, Official Records of Brazos County, Texas.
22. Memorandum of Oil and Gas Lease effective August 20, 2013 executed by and between Dennis E. Carey and PetroEdge Energy III, LLC, recorded in Volume 12212, Page 89, Official Records of Brazos County, Texas.
23. Memorandum of Oil and Gas Lease effective August 9, 2013 executed by and between Gary L. Carey and PetroEdge Energy III, LLC, recorded in Volume 12212, Page 91, Official Records of Brazos County, Texas.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OR ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

Taxes for the current year have been prorated as of the date hereof and the payment thereof is assumed by GRANTEE.

EXHIBIT B TO REAL ESTATE CONTRACT

GRANTOR, for the consideration and subject to the Reservations From And Exceptions To Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under GRANTOR but not otherwise, and except as to the Reservations From And Exceptions To Conveyance And Warranty recited above.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by GRANTOR on this the _____ day of _____, 2018.

CALDWELL EQUITY INVESTMENTS, L.L.C.,
A Texas limited liability company

By: _____
FRED F. CALDWELL, Manager

THE STATE OF TEXAS

§

COUNTY OF BRAZOS

§

§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2018, by FRED F. CALDWELL, Manager of CALDWELL EQUITY INVESTMENTS, L.L.C., a Texas limited liability company, on behalf of said CALDWELL EQUITY INVESTMENTS, L.L.C., a Texas limited liability company.

NOTARY PUBLIC in and for State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960



Legislation Details (With Text)

File #:	18-0250	Version:	1	Name:	Rezoning – Wellborn Settlement
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	3/29/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 0.9 acres and R Rural to WRS Wellborn Restricted Suburban for approximately 34 acres of land located on FM 2154 approximately 0.4 miles from the intersection of FM 2154 and Greens Prairie Road West.				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Background Vicinity aerial and SAM Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 0.9 acres and R Rural to WRS Wellborn Restricted Suburban for approximately 34 acres of land located on FM 2154 approximately 0.4 miles from the intersection of FM 2154 and Greens Prairie Road West.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission unanimously recommended approval of the rezoning request at their meeting on March 15, 2018.

Summary: This request is amending the zoning district boundaries on the subject property to rezone approximately 0.9 acres from R Rural to SC Suburban Commercial and approximately 34 acres from R Rural to WRS Wellborn Restricted Suburban.

REZONING REVIEW CRITERIA

- 1. Whether the proposal is consistent with the Comprehensive Plan:** The subject property is located within the Wellborn Community Plan area, with a Future Land Use and Character designation of Wellborn Restricted Suburban. This land use is generally for areas that should have a moderate level of development activities consisting 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). Open space should be provided so density is not increased when using the cluster option. Such open space should be in addition to a general open space requirement of 15 percent of the developing area. This land use also allows for 15 percent of the designated area to be used for townhomes, offices, and light commercial.

The proposed zoning district WRS Wellborn Restricted Suburban and SC Suburban Commercial is consistent with the Wellborn Community Plan, which was adopted as part of the City's Comprehensive Plan.

- 2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:** The surrounding area is currently zoned R Rural, SC Suburban Commercial, and PDD Planned Development District. When the subject property and surrounding areas were annexed into the City in 2015, they were zoned R Rural.

The Creek Meadows development, immediately to the west, is developed as medium-density residential. The development was master planned prior to annexation and continues to develop according to the PDD ordinance.

In 2016, City Council approved the rezoning of 26 acres to the north of the subject property to PDD Planned Development District. The PDD has a base zoning of RS Restricted Suburban, which allows for the development of medium-density single-family development. The subject property, with a proposed zoning of Wellborn Restricted Suburban, is intended to be a continuation of the future PDD development.

A portion of the subject property--less than an acre--along Wellborn Road, is proposed to be zoned SC Suburban Commercial. SC Suburban Commercial would allow for the development of low-density commercial uses that provide services to nearby neighborhoods. It is adjacent to three acres along Wellborn Road that are currently zoned SC Suburban Commercial. The rezoning was approved by City Council in 2016, before the adoption of the Wellborn Zoning Districts. Although SC Suburban Commercial is not a Wellborn Zoning District, it has similar characteristics as Wellborn Commercial and would allow for the properties to consolidate and develop uniformly.

WRS Wellborn Restricted Suburban and SC Suburban Commercial are appropriate and compatible with the existing context of the surrounding area.

- 3. Whether the property to be rezoned is physically suitable for the proposed zoning district:** The site is approximately 35 acres. The applicant is proposing approximately 1 acre along Wellborn Road to be rezoned to SC Suburban Commercial. Independently, this portion of the property would not likely be viable for development but the adjacent property is zoned SC Suburban Commercial and in common ownership with the subject property; therefore, with consolidation of these properties, adequate property would be available for development.

The remainder of the property (approximately 34 acres) is proposed to be rezoned WRS Wellborn Restricted Suburban, which would allow for a maximum density of two (2) dwelling units per acre. This property is adjacent to property entitled for residential development (PDD Planned

Development District with a base zoning of RS Restricted Suburban) and in common ownership with the subject property. The owner's intention is to uniformly develop these two tracts into medium-density single-family residential. This portion of the property, in addition to the adjacent tract, is physically suitable for the proposed zoning district.

- 4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:** Water service will be provided by Wellborn Special Utility District. Sanitary sewer service will be provided by CSU. There is an existing 12" sanitary sewer line adjacent to this development within the Royder Road right-of-way. With the recent completion of downstream lift station and force main improvements, there is adequate capacity in the sanitary sewer system to serve the proposed Wellborn Settlement development.

Drainage is mainly to the south within the Peach Creek Drainage Basin, where detention is required. The site has access to Royder Road, future 4 lane minor arterial, and Wellborn Road (FM 2154), future 4 lane major arterial. Access to the site will be establish at the Preliminary Plan stage. Individual lot access will be internal to the site and not permitted along Royder Road or Wellborn Road based on the classification. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

- 5. The marketability of the property:** The subject property is currently zoned R Rural. The property is marketable with this zoning district but also for a medium-density subdivision.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity Map, Aerial, and Small Area Map
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: March 15, 2018

Advertised Council Hearing Dates: April 12, 2018

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Creek Meadows HOA

Property owner notices mailed: Nine (9)

Contacts in support: None at the time of staff report.

Contacts in opposition: None at the time of staff report.

Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Wellborn Restricted Suburban	PDD Planned Development District & SC Suburban Commercial	Vacant/Undeveloped
South	Institutional/Public	R Rural	CSISD Middle School No. 3
East (across Royder Road)	Restricted Suburban	PDD Planned Development District	Single-family Residential (Creek Meadows Subdivision)
West (across Wellborn Road)	Rural	N/A – ETJ	Vacant/Undeveloped

DEVELOPMENT HISTORY

Annexation: April 9, 2015

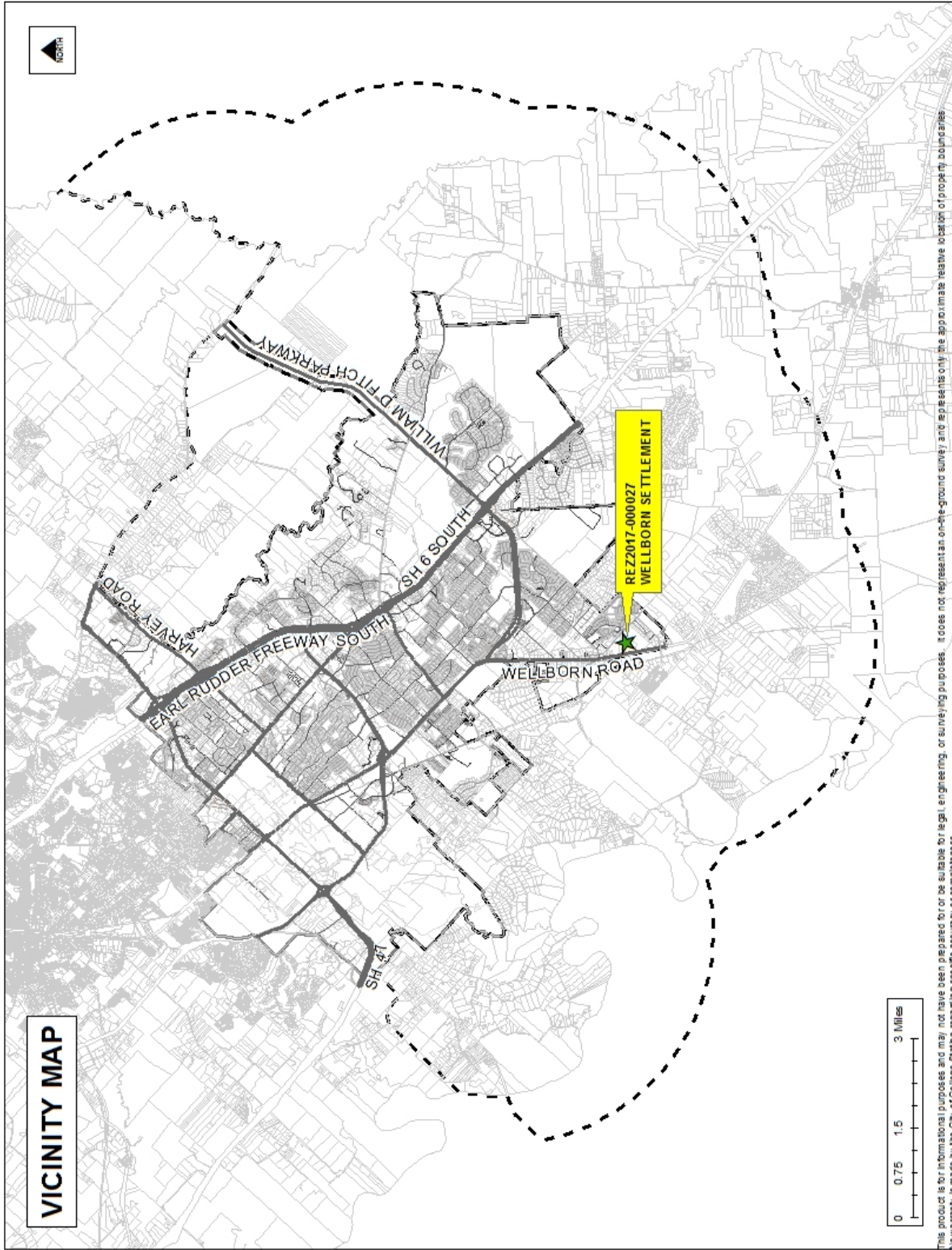
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2013

Final Plat: N/A - Unplatted

Site development: Property is vacant and undeveloped.



VICINITY MAP

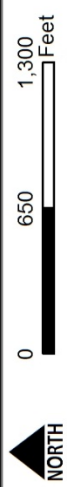


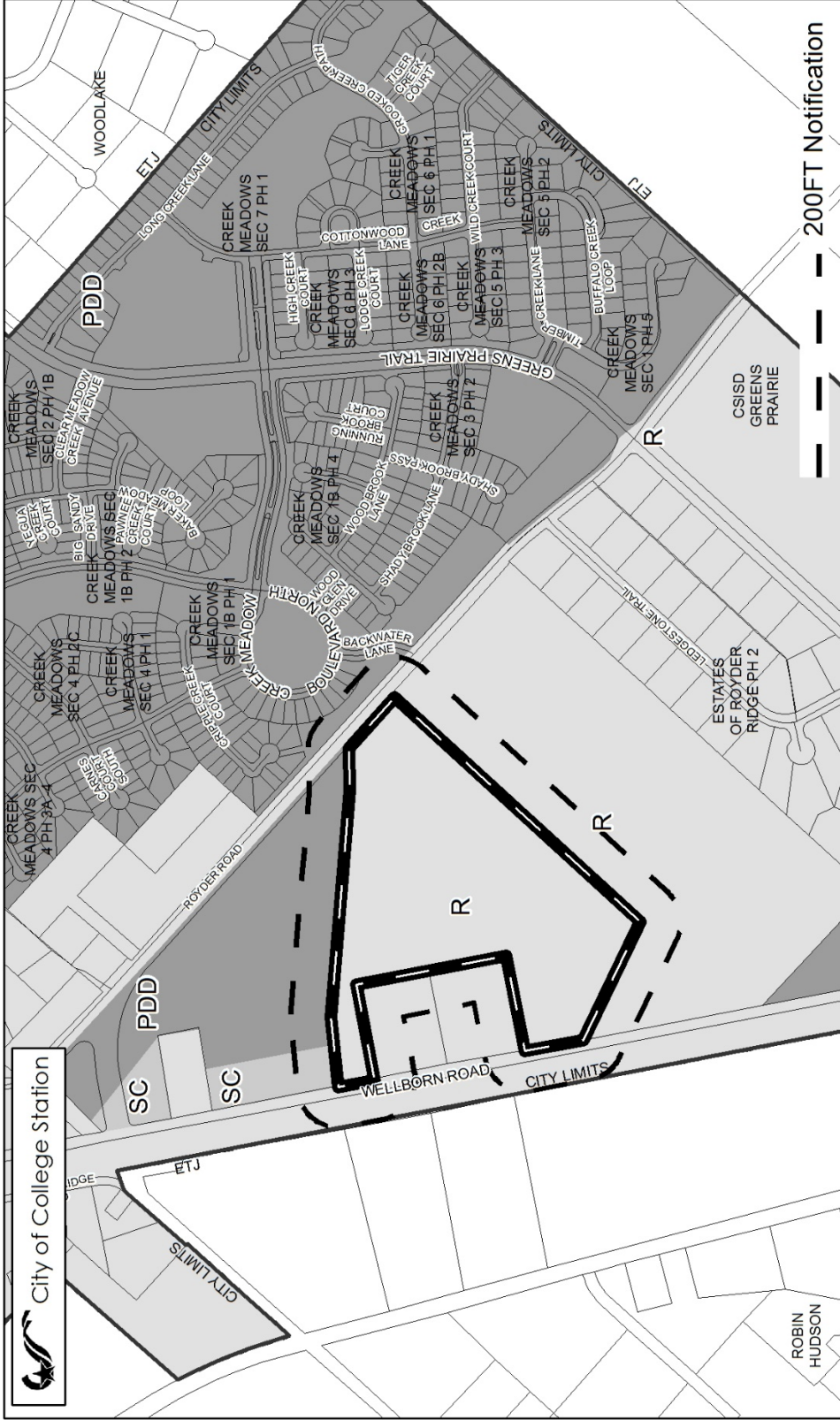
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College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



City of College Station

Case: REZ2017-000027	WELLBORN SETTLEMENT	REZONING
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ZONING DISTRICTS (in Grayscale)									
Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts		
R	Rural	MHP	BP	Business Park	WPC	OV	R-1B	Single Family Residential	
E	Estate		BPI	Business Park Industrial	NG-1	RDD	R-4	Multi-Family	
RS	Restricted Suburban	Non-Residential	C-U	College and University	NG-2	KO	R-6	High Density Multi-Family	
GS	General Suburban	NAP			NG-3	NPO	RD	Research and Dev.	
D	Duplex	O				NCO	M-1	Light Industrial	
T	Townhome	SC				HP	M-2	Heavy Industrial	
MF	Multi-Family	GC							

0 650 1,300 Feet

WELLBORN SETTLEMENT

Case: REZ2017-000027

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO SC SUBURBAN COMMERCIAL AND WRS WELLBORN RESTRICTED SUBURBAN AFFECTING APPROXIMATELY 34 ACRES BEING SITUATED ON FM 2154, APPROXIMATELY 0.4 MILES FROM THE INTERSECTION OF FM 2154 AND GREENS PRAIRIE ROAD WEST AS 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 Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 12th day of April, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from R Rural to WRS Wellborn Restricted Suburban:

**METES AND BOUNDS DESCRIPTION
OF A
33.871 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 39.33 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 14018, PAGE 95 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 (WELLBORN ROAD – 100' R.O.W.) MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 39.33 ACRE TRACT AND THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 30.841 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 12739, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 83° 51' 26" E ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID REMAINDER OF 30.841 ACRE TRACT FOR A DISTANCE OF 212.04 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID REMAINDER OF 30.841 ACRE TRACT FOR THE FOLLOWING CALLS:

N 83° 51' 26" E FOR A DISTANCE OF 137.06 FEET TO A 1/2 INCH IRON ROD FOUND;

S 85° 13' 34" E FOR A DISTANCE OF 1132.68 FEET TO A 1/2 INCH IRON ROD FOUND;

N 88° 51' 26" E FOR A DISTANCE OF 211.56 FEET TO THE FUTURE SOUTHWEST LINE OF ROYDER ROAD (VARIABLE WIDTH R.O.W.);

THENCE: S 47° 45' 47" E THROUGH SAID REMAINDER OF 39.33 ACRE TRACT FOR A DISTANCE OF 339.88 FEET TO THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND A CALLED 53.51 ACRE TRACT AS DESCRIBED BY A DEED TO COLLEGE STATION ISD RECORDED IN VOLUME 9577, PAGE 268 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 26' 28" W ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID 53.51 ACRE TRACT FOR A DISTANCE OF 1654.68 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID COMMON LINE;

THENCE: N 64° 02' 59" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID 53.51 ACRE TRACT FOR A DISTANCE OF 653.51 FEET TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF 39.33 ACRE TRACT AND THE MOST WESTERLY NORTH CORNER OF SAID 53.51 ACRE TRACT;

THENCE: N 10° 55' 27" W ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF 295.49 FEET;

THENCE: N 78° 56' 46" E THROUGH SAID REMAINDER OF 39.33 ACRE TRACT FOR A DISTANCE OF 484.75 FEET;

THENCE: N 11° 03' 14" W CONTINUING THROUGH SAID REMAINDER OF 39.33 ACRE TRACT, AT 396.23 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 3.9934 ACRE TRACT AS DESCRIBED BY A DEED TO MICHAEL R. GEICK AND WIFE, LISA A. GEICK RECORDED IN VOLUME 2422, PAGE 92 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID 3.9934 ACRE TRACT FOR A TOTAL DISTANCE OF 756.31 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 3.9934 ACRE TRACT;

THENCE: S 79° 05' 02" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT

AND SAID 3.9934 ACRE TRACT FOR A DISTANCE OF 271.89 FEET;

THENCE: N 10° 52' 15" W THROUGH SAID REMAINDER OF 39.33 ACRE TRACT FOR A DISTANCE OF 168.13 FEET TO THE **POINT OF BEGINNING** CONTAINING 33.871 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JUNE 2014. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

///JOBS/18-130/18-130.DOCX



The following property is rezoned from R Rural to SC Suburban Commercial:

**METES AND BOUNDS DESCRIPTION
OF A
0.858 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 39.33 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 14018, PAGE 95 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 EAST LINE OF FM 2154 (WELLBORN ROAD – 100' R.O.W.) MARKING A WESTERLY CORNER OF SAID REMAINDER OF 39.33 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 3.9934 ACRE TRACT AS DESCRIBED BY A DEED TO MICHAEL R. GEICK AND WIFE, LISA A. GEICK RECORDED IN VOLUME 2422, PAGE 92 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 10° 55' 27" W ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF 185.78 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 39.33 ACRE TRACT AND THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 30.841 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 12739, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 83° 51' 26" E ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID REMAINDER OF 30.841 ACRE TRACT FOR A DISTANCE OF 212.04 FEET TO THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 10° 52' 15" E THROUGH SAID REMAINDER OF 39.33 ACRE TRACT FOR A DISTANCE OF 168.13 FEET TO THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID 3.9934 ACRE TRACT;

THENCE: S 79° 05' 02" W ALONG THE COMMON LINE OF SAID REMAINDER OF 39.33 ACRE TRACT AND SAID 3.9934 ACRE TRACT FOR A DISTANCE OF 211.15 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.858 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JUNE 2014. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

///JOBS/17.438/17.438C.DOCX



EXHIBIT B

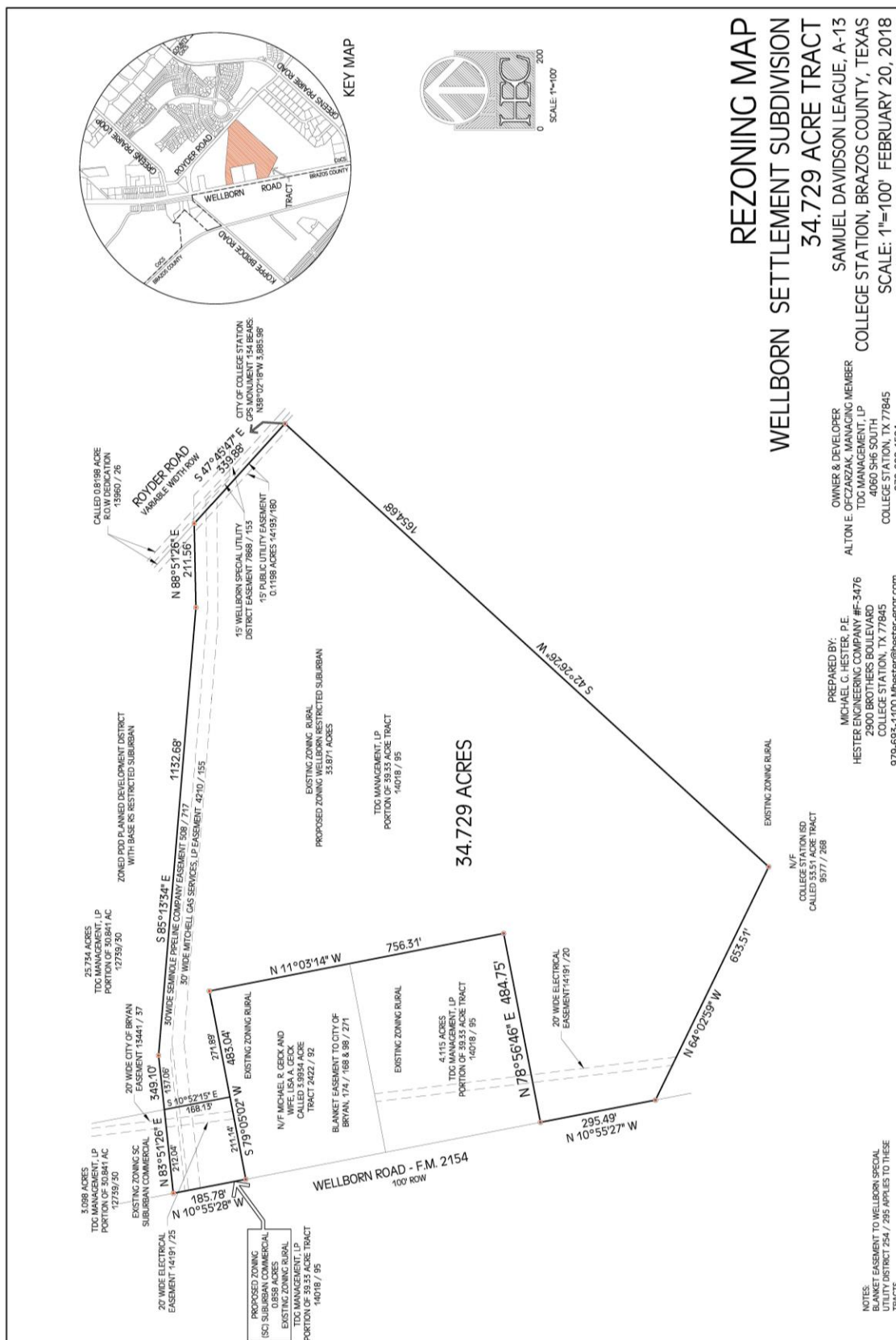
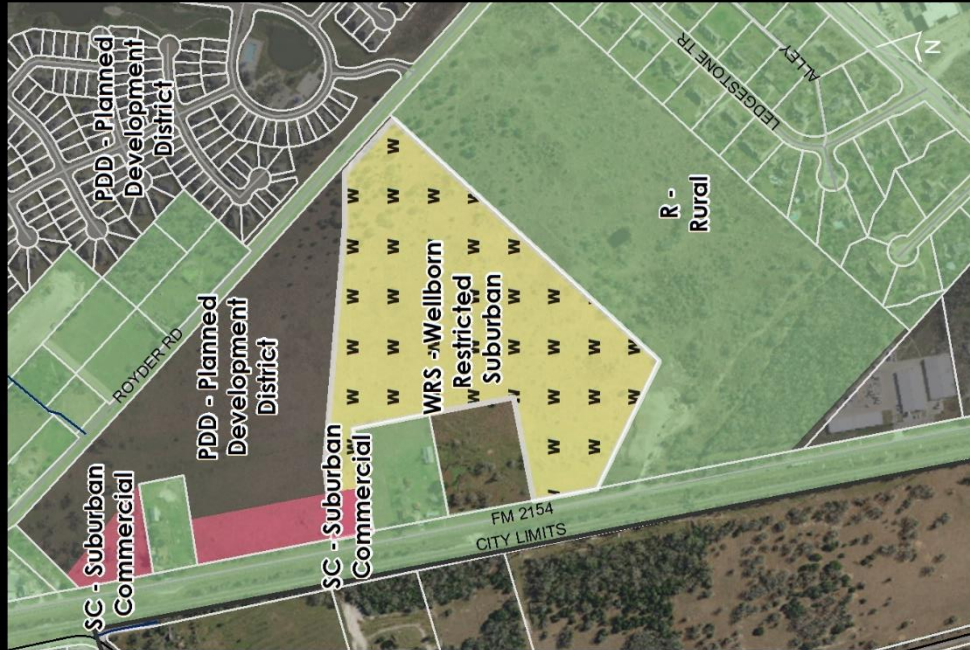


Exhibit C

PROPOSED Zoning



EXISTING Zoning



Legislation Details (With Text)

File #:	18-0251	Version:	1	Name:	Conditional Use Permit – The Yard
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	3/29/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion to consider a Conditional Use Permit request for a Night Club, Bar, or Tavern Use encompassing 3,000 square feet of Building 3 at The Yard at Caprock Crossing, on approximately 4 acres located at 1551 Greens Prairie Road West, generally located near the intersection of Greens Prairie Road West and State Highway 6 South Frontage Road.				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Aerial and SAM Ordinance				
Date	Ver.	Action By	Action		Result

Public Hearing, presentation, possible action, and discussion to consider a Conditional Use Permit request for a Night Club, Bar, or Tavern Use encompassing 3,000 square feet of Building 3 at The Yard at Caprock Crossing, on approximately 4 acres located at 1551 Greens Prairie Road West, generally located near the intersection of Greens Prairie Road West and State Highway 6 South Frontage Road.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their March 15, 2018 meeting and voted unanimously to recommend approval.

Summary: This request is for a Conditional Use Permit for the use of a Bar, comprising of approximately 3,000 square feet in Building 3 of a future commercial development, currently zoned GC General Commercial.

REVIEW CRITERIA

1. The proposed use shall meet the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO. The

proposed use of a bar in this location requires a Conditional Use Permit to allow for a Nightclub, Tavern or Bar Use. The applicant is currently constructing a 3-building commercial development. The applicant requests that in addition to the restaurant, that the establishment be able to operate as a bar, allowing more than 75% of their annual gross revenue be derived from the sale of alcohol. The applicant is proposing that the bar operate from 2:00pm to 2:00am. The applicant is not proposing any additional changes to the site.

2. The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development in the City. The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Urban and on the Concept Map as Growth Area II. The Comprehensive Plan states that the Urban portion within Growth Area II is suitable for intense land use activities including general commercial activities, office uses, townhomes, apartments, and vertical mixed-use.

3. The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, not be substantially or permanently injurious to neighboring property. The proposed use is required by the Unified Development Ordinance to be at least 300 feet away from any church, public school or public hospital; this use will meet this ordinance. There is limited outdoor patio space proposed with this use, and all activities associated with the bar will be limited to the interior of the commercial complex. Thus, Staff believes that the use will not be detrimental or substantially injurious to neighboring properties.

4. The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area. The existing zoning of GC General Commercial allows for large scale commercial development, which is compatible or supportive of more intense development that is anticipated for the area. Given the property's close proximity to multiple new developments in the area, and its designation of Growth Area II in the Comprehensive Plan, a wine bar would support planned growth while matching the character of the surrounding area. The applicant is not proposing any changes to the existing approved site plan.

5. The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services. This use will not negatively impact public infrastructure or services. This use will be in a site zoned GC General Commercial that was originally planned to accommodate the commercial-related uses. This site has an approved site plan with parking spaces that meet the requirements for the proposed use.

6. The proposed use shall not negatively impact existing uses in the area or in the City. Existing uses in the area include commercial and an electrical substation. The addition of this use will not negatively impact existing uses.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity, Aerial & Small Area Map

3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: March 15, 2018

Advertised Council Hearing Dates: April 12, 2018

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: Eleven (11)

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: None at the time of staff report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Greens Prairie Rd W)	Urban	GC General Commercial & OV Corridor Overlay	Commercial
South	Urban	GC General Commercial & OV Corridor Overlay / Commercial Industrial	Vacant / Commercial Industrial
East	Urban	GC General Commercial & OV Corridor Overlay	Vacant
West	Urban	GC General Commercial & OV Corridor Overlay	Vacant

DEVELOPMENT HISTORY

Annexation: October 1983

Zoning: A-O Agricultural Open upon annexation (1983)

C-1 General Commercial (2006)

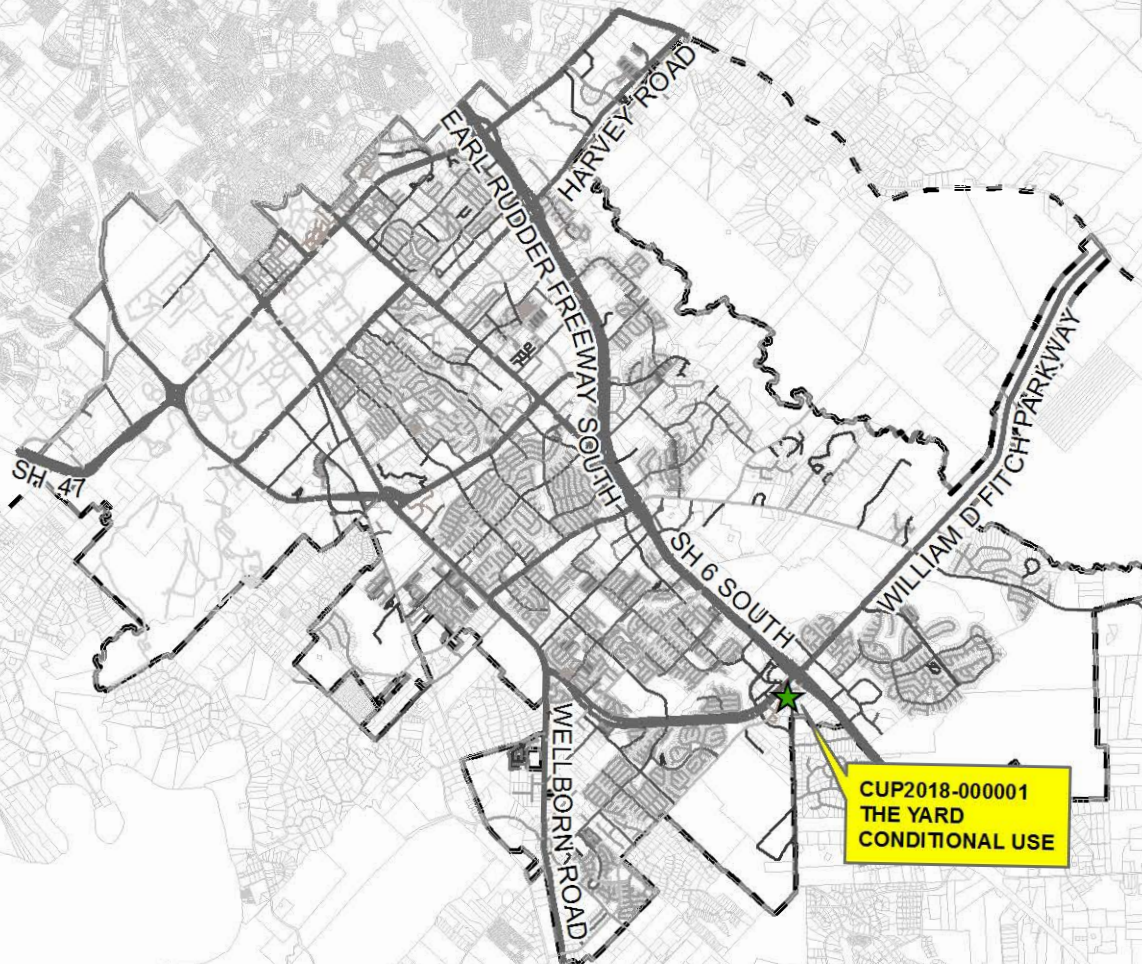
OV Corridor Overlay (2006)

C-1 General Commercial renamed GC General Commercial (2012)

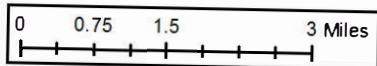
Final Plat: Caprock Crossing, Block 3, Lot 1A-R3 (2017)

Site development: Vacant

VICINITY MAP



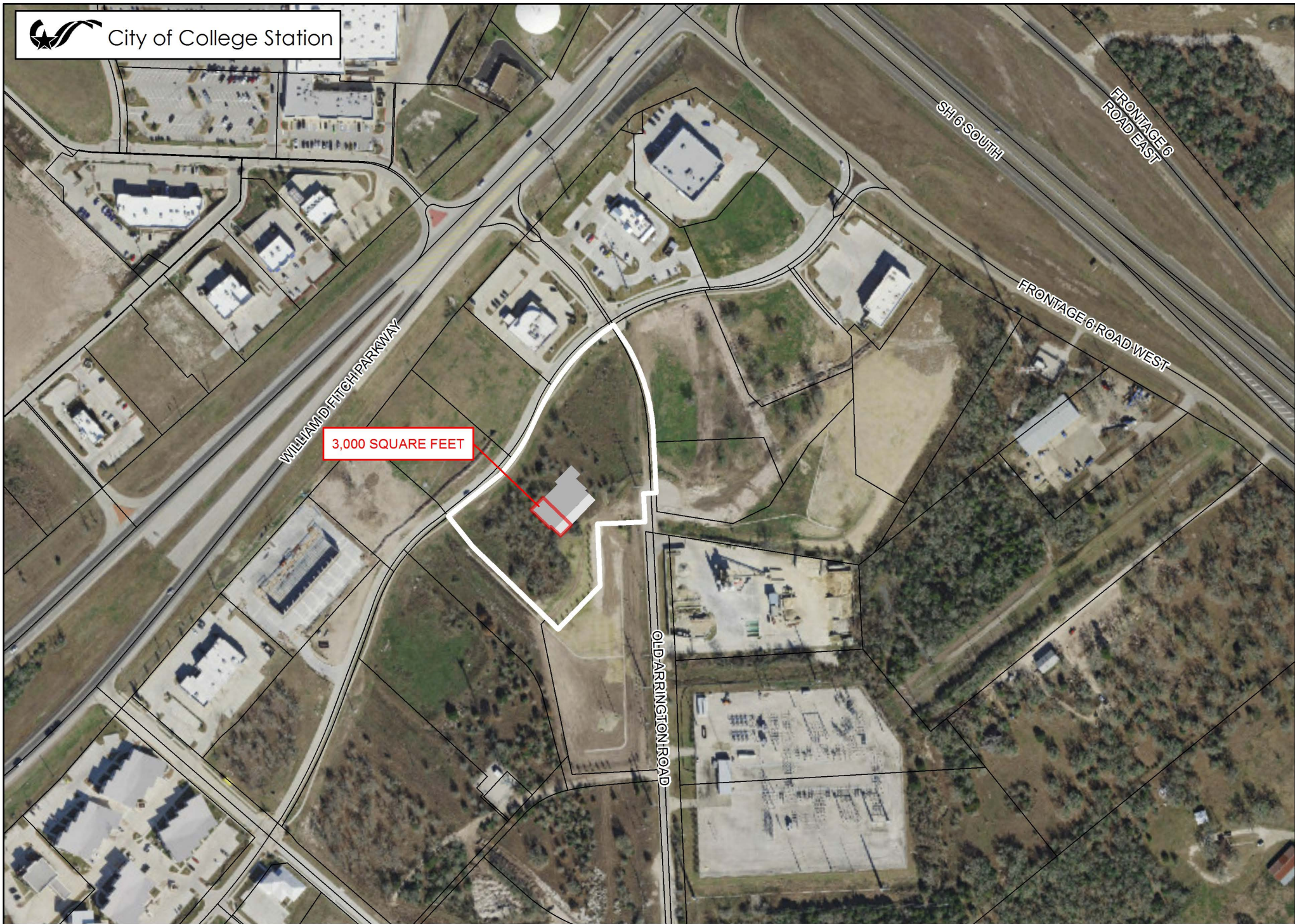
CUP2018-000001
THE YARD
CONDITIONAL USE



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



City of College Station



0 290 580 Feet

THE YARD

Case:
CUP2018-000001

CONDITIONAL USE



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

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 Krenak 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



0 290 580 Feet

THE YARD

Case:
CUP2018-000001

CONDITIONAL USE

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT PURSUANT TO APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 3.16, "CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AND OTHER APPLICABLE PROVISIONS THEREOF BY APPROVING A CONDITIONAL USE PERMIT FOR A NIGHTCLUB/BAR/TAVERN AFFECTING APPROXIMATELY 3,000 SQUARE FEET OF BUILDING 3 AT 1551 GREENS PRAIRIE ROAD WEST, GENERALLY LOCATED NEAR THE INTERSECTION OF GREENS PRAIRIE ROAD WEST AND STATE HIGHWAY 6 SOUTH FRONTAGE ROAD AS 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 a conditional use permit be granted in accordance with Appendix A, "Unified Development Ordinance," Section 3.16 "Conditional Use Permit" of the Code of Ordinances of the City of College Station, Texas, and other applicable provisions thereof as set out in **Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D"**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 12th day of April, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That the following conditional use permit be granted in accordance with Appendix A “Unified Development Ordinance,” Section 3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, and other applicable provisions:

That a Conditional Use Permit is hereby granted for a Nightclub/Bar/Tavern as provided for in Appendix A, "Unified Development Ordinance", Section 3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station and other applicable provisions thereof. The property located at 1551 Greens Prairie Road West is granted a Conditional Use Permit for a Nightclub/Bar/Tavern to be located in approximately 3,000 square feet of interior lease space and outdoor patio space as shown on Exhibit C and Exhibit D.

EXHIBIT B

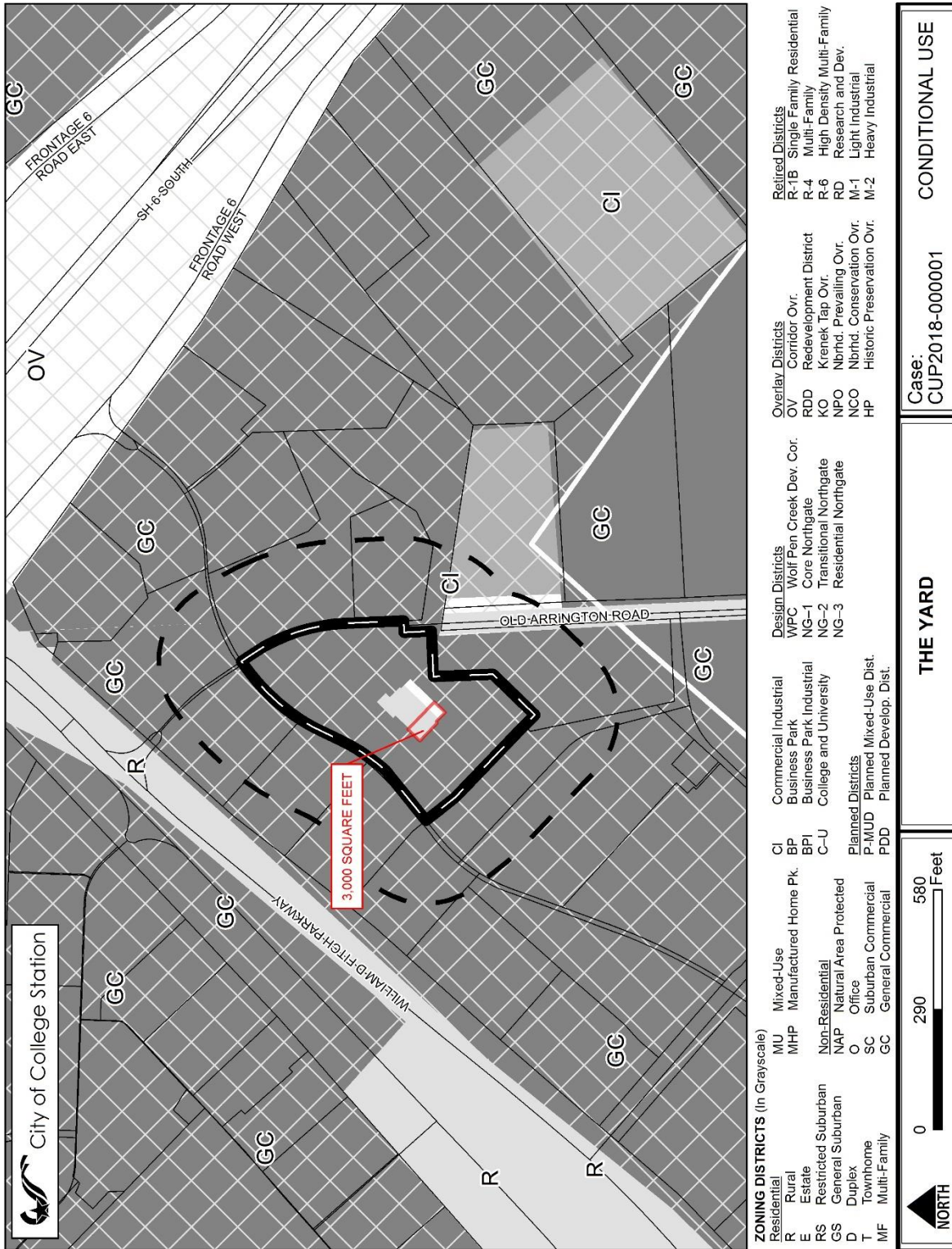


EXHIBIT C



Exhibit D

[illegible]



Legislation Details (With Text)

File #:	18-0252	Version:	1	Name:	UDO Amendments – SC Suburban Commercial
Type:	Unified Development Ordinance	Status:		Status:	Agenda Ready
File created:	3/29/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 5.3 “Non-Residential Zoning District”, Section 5.4 “Non-Residential Dimensional Standards”, Section 6.3 “Types of Uses”, Section 6.4 “Specific Use Standards”, Section 7.2 “General Provisions”, Section 7.3 “Off-Street Parking”, Section 7.7 “Buffer Requirements”, Section 7.10 “Non-Residential Architectural Standards”, Section 7.11 “Outdoor Lighting Standards”, and Section 11.2 “Defined Terms” as it relates to requirements for the SC Suburban Commercial Zoning District.				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Redlines-Sec. 12-5.3. Non Residential Zoning Districts Redlines-Sec. 12-5.4. Non-Residential Dimensional Standards. Redlines-Sec. 12-6.3. Types of Use Redlines-Sec. 12-6.4. Specific Use Standards Redlines-Sec. 12-7.2. General Provisions Redlines-Sec. 12-7.3. Off-Street Parking Standards Redlines-Sec. 12-7.7. Buffer Requirements. Redlines-Sec. 12-7.10. Non Residential Architectural Standards Redlines-Sec. 12-7.11. Outdoor Lighting Standards Redlines-Sec. 12-11.2. Defined Terms Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 5.3 “Non-Residential Zoning District”, Section 5.4 “Non-Residential Dimensional Standards”, Section 6.3 “Types of Uses”, Section 6.4 “Specific Use Standards”, Section 7.2 “General Provisions”, Section 7.3 “Off-Street Parking”, Section 7.7 “Buffer Requirements”, Section 7.10 “Non-Residential Architectural Standards”, Section 7.11 “Outdoor Lighting Standards”, and Section 11.2 “Defined Terms” as it relates to requirements for the SC Suburban Commercial Zoning District.

Relationship to Strategic Goals:

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

- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission approved this item on April 5th. Details of their recommendation will be provided at the City Council meeting.

Summary: This item originated with the 2017 Planning & Zoning (P&Z) Commission Plan-of-Work and is intended to add flexibility to the SC Suburban Commercial Zoning District by modifying its requirements. The most significant changes include allowing additional uses and reducing buffer and architectural requirements. A summary of the proposed changes is provided below:

- Amendments to Section 5.3 “Non-Residential Zoning District” and Section 5.4 “Non-Residential Dimensional Standards” revises the definition and setbacks for SC Suburban Commercial.
- Amendments to Section 6.3 “Types of Uses” and Section 6.4 “Specific Use Standards” includes the addition of new permitted uses and the revision of requirements for existing uses to allow more flexibility for development within SC Suburban Commercial.
- Amendments to Section 7.2 “General Provisions” removes additional height requirements for SC Suburban Commercial that are primarily related to roof pitch.
- Amendments to Section 7.3 “Off-Street Parking” provides parking requirements for the new proposed uses.
- Amendments to Section 7.7 “Buffer Requirements” reduces the buffer requirement for SC Suburban Commercial.
- Amendment to 7.10 “Non-Residential Architectural Standards” changes architectural standards by removing the requirement for pitch roofs in SC Suburban Commercial and allowing for additional architectural elements.
- Amendment to 7.11 “Outdoor Lighting Standards” provides clarification to outdoor lighting requirements.
- Amendments to Section 11.2 “Defined Terms” incorporates definitions for Residential Live-Work Unit and Assisted Living/Residential Care Facility.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. UDO Article 5.3 - Redlined
2. UDO Article 5.4 - Redlined
3. UDO Article 6.3 - Redlined
4. UDO Article 6.4 - Redlined

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/limited commercial uses that provide services are compatible with 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 distance from adjacent single-family and buffering and architecture of the buildings. The gross floor area of a single structure in this district shall not exceed 15,000 square feet in area.

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.

(Ord. No. [2012-3450](#), Pt. 1(Exh. C), 9-27-2012; Ord. No. [2013-3471](#), Pt. 1(Exh. C), 1-10-2013; Ord. No. [2016-3792](#), Pt. 1(Exh. C), 7-28-2016)

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'	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.

(Ord. No. [2012-3450](#), Pt. 1(Exh. C), 9-27-2012; Ord. No. [2013-3471](#), Pt. 1(Exh. B), (Exh. C), 1-10-2013; Ord. No. [2016-3792](#), Pt. 1(Exh. C), 7-28-2016)

Sec. 6.3. - Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.

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 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 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.](#)

[illegible]

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/Conven- tion 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				

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																	P									P*					

[illegible]

Laboratory																																
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*	
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*	
Wireless Telecommunication Facilities -Major	C										P*		C			C	C	C	P		C				C	C	P*	C				
Wireless Telecommunication 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

Sec. 6.4. - Specific Use Standards.

The following specific use standards shall apply to those uses listed below and identified in the Use Table in Section 6.3, Types of Use, with a "P*." A site plan review, as required by Section 3.6, Site Plan Review, is required for all specific uses identified herein. For the purposes of this section, buffers shall comply with Section 7.7, Buffer Requirements unless specified herein. For the purposes of this section, residential areas or uses shall mean existing developed or developing (platted) residential uses including single-family and multi-family housing, townhomes, and duplexes.

A. Animal Care Facilities.

Any animal care facilities with defined outdoor uses and/or facilities shall be located a minimum of five hundred (500) feet from existing or developing residential areas; and facilities with outdoor facilities for large animals shall be permitted in R Rural, only.

B. Car Wash.

Vacuums shall be located a minimum of one hundred (100) feet from any adjacent residential use.

C. Commercial Amusements.

All outdoor activity must be located a minimum of three hundred (300) feet from an existing residential use.

D. Commercial Garden/Greenhouse/Landscape Maintenance.

1. Outdoor storage and display of unpackaged or bulk materials, including but not limited to topsoil, manure, and aggregate materials, shall be screened and located at least fifty (50) feet from all property lines and not closer than one hundred fifty (150) feet from an existing residential use.
2. No processes and business activities associated with Commercial Gardens may be conducted outside of buildings except in BP Business Park.

E. Drive-in/Thru Window.

1. In all Northgate Zoning Districts, all site designs and elevations for drive-in/thru windows shall be reviewed by the Design Review Board as part of the site plan review process. All outside activities and appurtenances related to drive-in/thru service shall be located wholly underneath a habitable structure, screened from view from the University Drive right-of-way, and designed to be sensitive to the pedestrian environment.
2. In SC Suburban Commercial, drive-in/thru windows and message boards may not be located on the side of the building adjacent to single-family land use and zoning. Restaurants with a drive-in/thru window- must be located a minimum of 150 feet from any single-family use or zoning district~~will not be permitted~~, and drive-in and drive-thru facilities (speaker box, message board, and pick-up window) may not be located between the building and any single-family use or zoning district.

F. Dry Cleaners/Laundry.

All activity must be wholly contained within a building not to exceed three thousand (3,000) square feet in size.

G. Fuel Sales.

1. Any vehicle repair uses must comply with Section 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 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 shall be located a minimum of 150 feet from any single-family use or zoning district. This shall include all portions associated with the use (parking, fuel pumps, canopy, etc.). Additionally, fuel pumps and canopies shall not be located between the building and any single-family use or zoning district.

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.

H. **Golf Course or Driving Range.**

1. All driving ranges shall be a minimum of ten (10) acres and have a minimum field size of two hundred seventy-five (275) yards.
2. Driving ranges are classified as commercial enterprises and must comply with Section 7.7, Buffer Requirements.
3. For driving ranges, all balls must remain on the property through proper orientation of the tee boxes, adequate buffering or screening, and barrier nets.
4. No building, structure, or outdoor activity of a driving range shall be located within one hundred (100) feet of residentially-zoned property.
5. All ground-level lighting of a driving range's landing area shall be directed away from adjacent properties and screening shall be provided with plantings, berms, or other means to limit nuisances associated with lighting and resulting glare.

I. **Government Facilities and Utilities.**

Activities not wholly contained within a building shall not be located within one hundred (100) feet of a single-family residential use unless buffered by a twenty-five-foot buffer yard and a six-foot privacy fence, in accordance with Section 7.7, Buffer Requirements.

J. Health Club/Sports Facility (Outdoor) .

In Mixed-Use and all Northgate Zoning Districts, outdoor health clubs/sports facilities shall only be allowed on roof tops.

K. Manufactured Homes.

1. The placement of an individual manufactured home where permitted or the replacement of an existing manufactured home shall be subject to obtaining a Location Permit issued by the Building Official and Administrator. The application for such a permit shall be accompanied by a location plan including the following information:
 - a. Location plan showing the dimension of the site, required setback lines, the placement of the manufactured home, the designated parking, and any existing structures on the same or adjoining lots;
 - b. A signed and dated application, requesting permission to locate the structure on the lot; and
 - c. A legal description of the location of the property within the City.
2. All manufactured homes shall be skirted with brick, vinyl, or other solid skirting materials within four (4) months of occupancy of the lot.
3. All trailer hitches and other devices designed to aid in the transport of the manufactured homes must be removed within four (4) months of occupancy of the lot.

L. Mobile Home.

A mobile home, after the effective date of this UDO, may not be located within the corporate limits of College Station for residential dwelling. A mobile home legally located within the corporate limits of College Station may continue to be used as a residential dwelling, but shall not be relocated or enlarged. A mobile home may be replaced by a manufactured home.

M. Parking as a Primary Use.

In all Northgate Zoning Districts, parking as a primary use shall be permitted when all of the parking is located within a multi-level garage.

N. Radio/TV Station/Studios.

In all Northgate Zoning Districts, outdoor transmission facilities shall be completely screened from view from any right-of-way.

O. Recycling Facilities.

1. Any facility located within five hundred (500) feet of property zoned or developed for residential use shall not be in operation between 7:00 p.m. and 7:00 a.m.
2. Light processing, including compacting, baling, and shredding, must be directly related to efficient temporary storage and shipment of materials. No facility as described in this subsection shall abut property zoned or developed for single-family residential use.
3. A minimum of six (6) parking spaces shall be provided, plus one (1) space per employee and for each vehicle of the facility.
4. Each container shall be clearly marked to specify materials that are accepted. The name and telephone number of the operator and the hours of operations shall be conspicuously displayed. All sign regulations of the district in which the facility is located shall apply.

5. Each facility shall be screened from the public right-of-way by operating in an enclosed building with no outside storage or by operating within an area enclosed by an opaque fence at least eight (8) feet in height.

P. Retail Sales/Manufactured Homes.

Manufactured homes undergoing repair and remaining on site in excess of forty-eight (48) hours shall be screened from public view in an enclosed area.

Q. Restaurant.

1. In C-3 Light Commercial, ~~SC Suburban Commercial~~, and Wellborn Commercial, drive-ins and drive-thrus are prohibited.
2. In SC Suburban Commercial restaurants with a drive-ins/thru must be located a minimum of 150 feet from any single-family zoning district. Drive-in and drive-thru facilities (speaker box, message board, and pick-up window) may not be located between the building and any single-family use or zoning district.
23. In C-3 Light Commercial, the maximum size shall be two thousand five hundred (2,500) square feet.
34. 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.
45. 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	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 gross building area.

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.

S. Salvage Yard.

1. Salvage or junkyards shall be visually screened on front, rear, and all sides by means of a solid eight-foot high wooden privacy fence.
2. Material that is not salvageable shall not be permitted to accumulate. In no case shall material that is not salvageable be buried or used as fill.
3. In any open storage area, it shall be prohibited to keep any ice box, refrigerator, deep-freeze locker, clothes washer, clothes dryer, or similar air-tight unit having an interior storage capacity of one and one-half (1½) cubic feet or more, from which the door has not been removed.

T. Sexually-Oriented Business.

1. General.

These requirements apply to all sexually-oriented businesses as defined in this UDO.

A business is not exempt from regulation under this UDO because it holds a license or permit under the Alcoholic Beverage Code authorizing the sale or service of alcoholic beverages or because it contains one (1) or more coin-operated machines that are subject to regulation or taxation, or both under State law.

Regulations contained within this UDO pertaining to sexually-oriented businesses are based on evidence concerning the adverse secondary effects of adult uses on the communities presented in findings incorporated in *City of Renton v. Playtime Theaters, Inc.*, 475 U.S. 41 (1986) and in studies set out below:

- a. Detroit, Michigan;
- b. Amarillo, Texas
- c. Los Angeles, California;
- d. Indianapolis, Indiana;
- e. Phoenix, Arizona;
- f. St. Paul, Minnesota;
- g. Beaumont, Texas
- h. Seattle, Washington;
- i. Austin, Texas.

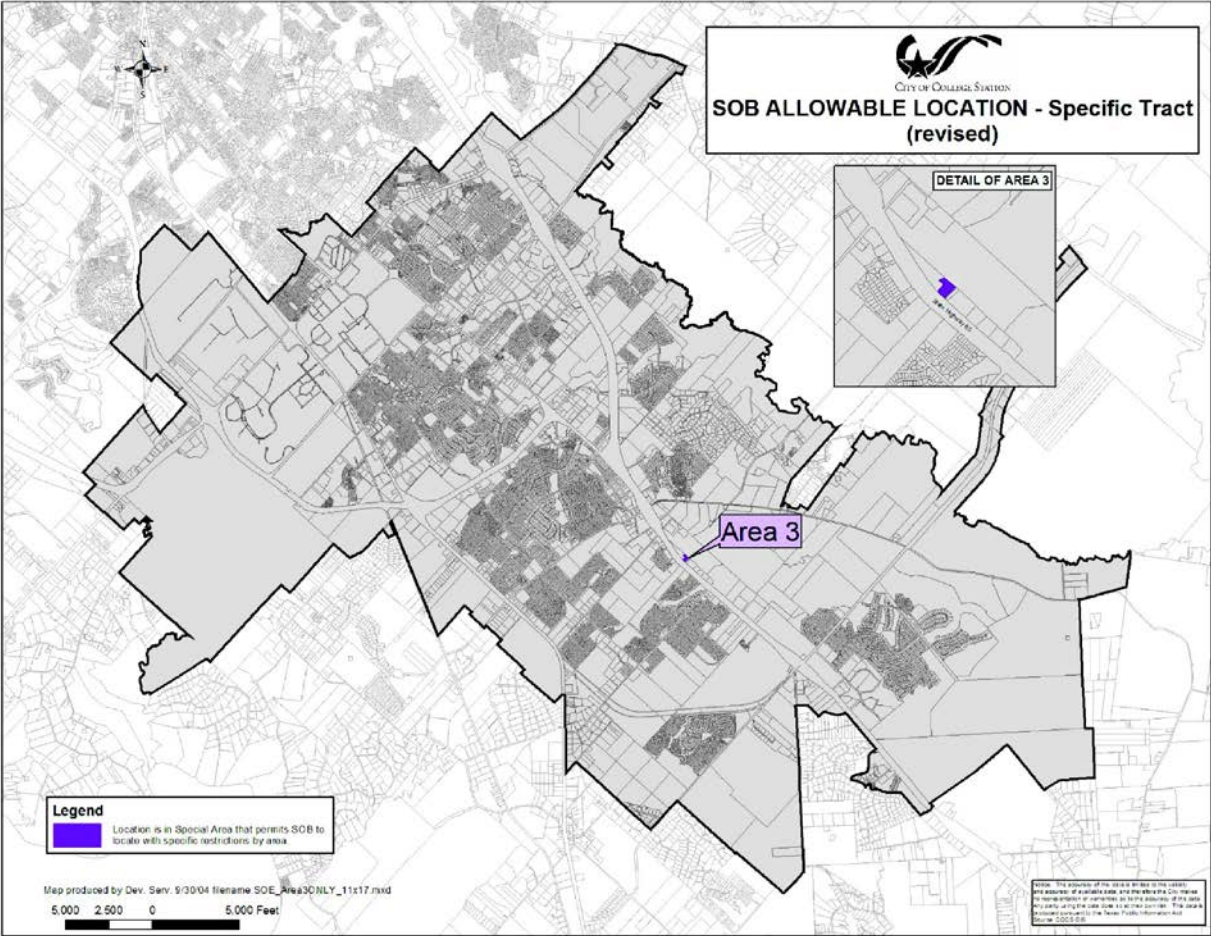
2. Permitted Locations.

A sexually-oriented business is a permitted use at the following location only and is subject to the specific standards located in this Section and is subject to other applicable regulations of this UDO.

Area 3: State Highway 6 Commercial Tract

All that certain tract or parcel of land lying and being situated in the R. Stevenson Survey, Abstract No. 54, Tract 61, being all of that 2.116 acre tract conveyed to the Blue Dolphin Club, Inc. by deed recorded in volume 2079, page 133 in the Official Records of Brazos County, Texas.

Map of the Potential Location:



3. Single Adult Use Per Location.

There shall only be one (1) sexually-oriented business permitted per area.

4. Measurement.

a. Stock in Trade.

Stock in trade shall be the number of items in stock in the sales and display area at the time of a site inspection. The number of sexually-oriented items shall be calculated as a percentage of total items.

b. Sales and Display Area.

1. The sales and display area shall be the entire interior floor space of a business establishment devoted to sales and display, including aisles, measured in square feet at the time of a site inspection. The floor space devoted to sales and display of sexually-oriented materials shall be calculated as a percentage of total sales and display area.

2. Where sexually-oriented materials are physically separated from other materials by an eight-foot wall, the separate sales and display area (including any aisles) shall be compared to the total sales and display floor area.
3. Where floor area includes a mixture of sexually-oriented material with any other material, it shall be counted as sexually oriented. Any such area shall include one-half (½) of the area of any aisles adjacent to the display or sales of sexually-oriented materials.

5. Specific Standards.

a. Adult Cabaret or Adult Retail Store.

Any performance area shall be elevated at least twenty-four (24) inches above the level of the patron seating areas and shall be separated by a distance of at least six (6) feet from all areas of the premises to which patrons have access. A continuous railing at least three (3) feet in height, securely attached to the floor, and located at least six (6) feet from all points of the live performance area shall separate performance areas and patron areas.

b. Adult Arcade, Adult Movie Theater.

1. All aisles shall have theater runway and aisle lighting which illuminates the entire floor surface of the aisle at a level of not less than 0.2 foot-candles.
2. All theater viewing areas, projection rooms, and viewing booths or rooms shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination so that any patron may be observed from a manager's or employee's station.
3. The interior of an adult arcade, and/or adult viewing booth or room, shall be configured in such a way that there is an unobstructed view from a manager's or employee's station of every interior area of the adult arcade and/or viewing booth or room.
4. All ventilation devices in or between adult viewing booths, viewing stations and rooms must be covered by a permanently affixed ventilation cover or grill. Ventilation holes, portals or airways may only be located one (1) foot from the top of the station, room or booth walls or one (1) foot from the bottom of the station, room or booth walls. There may not be any other holes or openings in the station, room or booth walls or between stations, rooms or booths.

c. Limited Adult Retail Store.

The store shall separate all sexually-oriented material from other sales and display areas using an opaque wall at least eight (8) feet in height. Such an area shall incorporate a management-controlled system of access to ensure that only persons over the age of eighteen (18) years are allowed to enter.

6. Lighting.

Any sexually-oriented business shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access so that any patron may be observed from a manager's or employee's station.

7. Amortization.

A sexually-oriented business in operation prior to the effective date of this UDO which does not conform to the regulations listed above shall be considered to be nonconforming. The nonconforming sexually-oriented business shall be permitted to continue for one (1) year after the effective date of this ordinance unless voluntarily discontinued for a period of thirty

(30) days or more. One (1) year after the effective date of this UDO the nonconforming sexually-oriented business shall be illegal and shall terminate, except as provided herein.

a. **Additional Time for Amortization.**

In the event an owner of a nonconforming sexually-oriented business is unable to recoup his investment in his sexually-oriented business by the date for the termination of such uses, the owner may request additional time by making application with the Administrator no later than the date for termination of the use.

b. **Application for Additional Time.**

The owner shall file, with his request for additional time, all data he wishes considered in support of the request. The owner shall also supply all materials requested by the Administrator, City Attorney, or City Council to determine if the investment has been recouped.

c. **Determination by the City Council.**

Upon application by the owner, the City Council may, at its discretion, allow additional time to amortize the investment in a sexually-oriented business if it makes the following findings:

1. The owner has made every effort to recoup his investment in the sexually-oriented business;
2. The owner will be unable to recoup his investment in a sexually-oriented business by the end of the amortization period; and
3. That all applicable provisions of this UDO will be observed.

If the City Council grants additional time, the grant shall be for a period not to exceed one (1) year.

d. **Exemption from Amortization Requirements.**

Any owner of a sexually-oriented business wishing to claim an exemption from the amortization requirements of this UDO may apply for an exemption. The City must receive such application no less than sixty (60) days prior to the expiration of the amortization period.

The City Council may grant an exemption if it makes the following findings:

1. That the location of the sexually-oriented business will not have a detrimental effect on nearby properties or be contrary to the public health, safety or welfare;
2. That the granting of the exemption will not violate the spirit and intent of this UDO;
3. That the location of the sexually-oriented business will not downgrade the property values or quality of life in the adjacent areas or encourage the development of urban blight;
4. That the location of the sexually-oriented business will not be contrary to any program of neighborhood conservation nor will it interfere with any efforts of urban renewal or restoration; and
5. That all other applicable provisions of this UDO will be observed.

If an exemption is granted, such exemption shall be valid for a period of one (1) year from the date of the City Council action. Upon expiration of an exemption, a sexually-oriented business shall be in violation of this UDO, shall be illegal, and shall terminate, unless the owner receives another exemption. Additional

applications for exemptions shall be submitted at least sixty (60) days prior to the expiration of the exemption period.

The granting of an exemption does not alleviate the owner of a sexually-oriented business from adhering to all other applicable provisions of this UDO.

U. Storage (Self-Service).

1. Accessory uses are prohibited.
2. In SC Suburban Commercial, Self-Service Storage and outdoor storage must be located a minimum of 150 feet from any single-family uses or zoning district. The 150-foot separation is not applicable when only interior access (climate-controlled storage) is provided, subject to other provisions of this UDO.

~~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.

V. Utilities.

Activities not wholly contained within a building that abuts single-family residential uses shall construct a twenty-foot buffer yard with a six-foot privacy fence, in accordance with Section 7.7, Buffer Requirements.

W. Vehicular Sales, Rental, Repair and Service.

1. Vehicles undergoing repair, painting, or body work which will remain on site in excess of forty-eight (48) hours shall be screened from public view or stored indoors.
2. Inoperable vehicles shall not be allowed to remain on site for more than thirty (30) days.
3. All parts, including automobile body parts, shall be stored within an area which is completely screened from public view.

X. Wireless Telecommunication Facility (WTF).

1. Purpose.

The purpose of this section is to establish regulations pertaining to wireless telecommunications facilities (WTF) that are consistent with federal and state law. The City Council of the City of College Station finds that:

- a. It is in the public interest to promote competition in high quality telecommunications services and the availability of broadband transmission services to all residences and businesses;
- b. It is in the public interest for the City to protect the public safety and welfare, safeguard community land values, promote orderly planning and development and preserve historic sites, structures and areas. Wireless telecommunications facilities should not be allowed to detract aesthetically from the visual quality of surrounding properties or the City; and
- c. The proliferation of wireless telecommunications facilities negatively impacts the appearance, character, and property values of the community. Therefore the City should endeavor to minimize the size, number and obtrusiveness of antennas and towers. Collocation and stealth technologies are strongly encouraged to mitigate negative visual impacts and reduce the total number of towers within the City.

2. WTF Categories.

In order to expedite the siting and review process, WTFs have been divided into use categories. The review process is more thorough as the intensity of the use increases.

a. Unregulated Facilities.

The WTFs listed below are not regulated by this ordinance and do not require review or approval. This does not exempt these facilities from other applicable city codes, ordinances, and permits.

1. Over-the-air reception devices exempted from local ordinances by the Federal Communications Commission (FCC).
2. Parabolic antenna less than two (2) meters in diameter.
3. Omni-directional antenna (whip antenna) six (6) inches or less in diameter and not extending more than twelve (12) feet above support structure.
4. Directional antenna one (1) meter or less measured across the longest dimension and not extending over twelve (12) feet above support structure.
5. Public safety tower or antenna.

b. Intermediate Facilities.

1. New transmission tower less than thirty-five (35) feet (ten and one-half (10.5) meters) in height.
2. New transmission tower that does not extend more than thirty-five (35) feet (ten and one-half (10.5) meters) in height above a support structure and that meets the definition of a stealth facility.
3. Parabolic antenna over two (2) meters in diameter.
4. Omni-directional antenna (whip antenna greater than six (6) inches in diameter and/or extending twelve (12) feet above the support structure.
5. Directional antenna more than one (1) meter measured across the longest dimension and extending over twelve (12) feet above support structure.
6. Attached WTFs.
7. Antenna collocating on an existing tower.

c. Major Facilities.

New transmission tower greater than thirty-five (35) feet (ten and one-half (10.5) meters) in height.

3. Permitted Locations.

- a. All Intermediate WTFs are permitted by right in the following zoning districts:

R				Rural
M-1		Light		Industrial
M-2		Heavy		Industrial
GC		General		Commercial
CI		Commercial		Industrial
C-3		Light		Commercial
NG				Northgate
City-owned				premises
O				Office
R&D		Research	&	Development
WPC		Wolf	Pen	Creek
PDD	Planned	Development	District	(except PDD-H)

BP	Business	Park
BPI Business Park Industrial.		

- b. Major WTFs are allowed in the following zoning districts with a Conditional Use Permit:

R		Rural
M-1	Light	Industrial
M-2	Heavy	Industrial
BP	Business	Park
BPI	Business	Park
GC	General	Commercial
CI	Commercial	Industrial
C-3	Light	Commercial
O		Office
R&D	Research	& Development
City-owned premises.		

- c. WTFs may locate on City-owned premises without a conditional use permit with approval of the City Council and subject to the requirements of this UDO.

4. Requirements for Attached WTFs.

- a. WTFs may attach to the exterior of any non-residential building within any zoning district provided the antenna and antenna support structure or equipment are mounted flush with the vertical exterior of the building or project no more than twenty-four (24) inches from the surface of the building to which it is attached and does not raise the height of the building more than ten (10) feet and does not violate the maximum height restriction of that zoning district.
- b. Any antenna meeting the stealth antenna definition of this ordinance and locating on an alternative mounting structure may attach to the exterior of any non-residential building within any zoning district with approval of the Administrator.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

d. Application Procedures.

1. An inventory of the applicant's existing and future towers that are either within the City, the City's ETJ, or within at least one (1) mile of the City's boundary where the ETJ does not extend that far. The inventory shall include specific information about the location, design, and height of each tower. The owner must have on file with the Planning and Development Services Department a master list of all existing tower structures owned or controlled by the owner. Such list must specify the name, address and telephone number of the owner of record, the tower locations by address and legal description, tower height, the number of antenna arrays on the tower, and the names, addresses, and telephone numbers of all other users of the tower structures. The Administrator may share such information with other applicants or organizations seeking to locate antennas within the City.
2. A site plan drawn to scale clearly indicating the location, height, and design of the proposed facility, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscaped areas.
3. A visual impact analysis, presented as color photo simulations, showing the proposed site of the WTF. At least four (4) views shall be submitted looking

toward the site (typically north, south, east, and west) including views from the closest residential property and from adjacent roadways. The photo-realistic representation shall depict a "skyline" view showing the entire height of the proposed tower or WTF to scale, and the structures, trees, and any other objects contributing to the skyline profile.

4. Plans for the antenna and the antenna tower shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
5. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.

5. Requirements for Collocation.

- a. Intermediate facilities shall not exceed thirty-five (35) feet.
- b. If the existing tower has been determined to be stealth, the antenna must be integrated into the tower design as to retain the stealth designation. The Administrator will determine if the antenna is stealth.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive as possible.
- d. **Application Procedures.**
 1. If not completely locating within an existing, fenced mechanical area, a site plan drawn to scale is required, clearly indicating the location, height, and design of the existing facility, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscape areas.
 2. Plans for the antenna shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
 3. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.

6. Requirements for New Transmission Towers.

a. Setbacks.

The standard setbacks for each zoning district will apply to WTFs with additional setbacks or separation being required in the sections below. To protect citizens in their homes, transmission towers shall be placed a distance equal to the height of the tower away from any residential structure. And, non-stealth towers shall be set back a distance equal to the height of the tower away from any GS, R-1B, or D zone boundary.

b. Proximity to Major Thoroughfares.

To preserve and protect the appearance of the City's major thoroughfares and entrances to the City, additional setbacks are placed on WTFs proposed to be placed near these areas. The setback for these areas is determined by measuring from the centerline of the right-of-way of the thoroughfare. Applicable thoroughfares include

freeways and expressways, major arterials and minor arterials, as shown on the Thoroughfare Plan.

1. Intermediate WTFs must be one hundred fifty (150) feet from applicable thoroughfares.
2. Major WTFs must setback from applicable thoroughfares by the height of the tower $\times$ three (3).

c. Separation Between Towers.

In order to prevent tower proliferation and protect the City's natural beauty and skyline, the number of transmission towers per square mile has been limited. New transmission towers must be placed a minimum distance from existing towers as described here:

1. New transmission towers thirty-five (35) feet or less in height shall be separated from existing towers by a minimum distance of one thousand five hundred (1,500) feet.
2. New transmission towers more than thirty-five (35) feet and less than seventy-five (75) feet in height shall be separated from existing towers by a minimum distance of two thousand five hundred (2,500) feet.
3. New transmission towers seventy-five (75) feet or more in height shall be separated from existing towers by a minimum distance of three thousand five hundred (3,500) feet.

d. Height Limitations.

1. Intermediate WTFs are subject to the normal height restrictions for each zoning district where permitted by right. In any zoning district where a tower is a conditional use, the requested height may be reduced through the review of the visual impact analysis.
2. In no case shall a proposed transmission tower exceed one hundred fifty (150) feet within the city limits, except where a height variance is granted by the Zoning Board of Adjustments to allow a tower or antenna that demonstrates a hardship that can only be remedied by locating a tower or antenna exceeding such height on a proposed site within the city limits.

e. Stealth Towers.

Any tower determined to meet the Stealth Tower definition of this ordinance by the approving authority may be located in any zoning district with a Conditional Use Permit. Approved Stealth Towers do not have to meet the tower separation or thoroughfare setback requirements of this section.

f. Landscaping, Screening, and Aesthetic Standards.

The following requirements shall govern any transmission tower or any parabolic antenna larger than two (2) meters.

1. Landscaping: Refer to Section 7.6, Landscaping and Tree Protection. Plant materials and/or fencing that effectively screen the WTF site from view of the public right-of-way will be required.
2. New transmission towers shall maintain a flat (not shiny, reflective, or glossy) finish or be painted in accordance with any applicable standards of the FAA (unfinished galvanized steel is not acceptable).
3. WTFs shall not be artificially lighted with the exception of motion detectors as security lighting, unless required by the FAA or other applicable authority. If

lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding properties.

4. Towers may not be used to exhibit any signage or other advertising.

g. **Application Procedures.**

An application for administrative approval or a Conditional Use Permit for a WTF shall include the following items (in addition to the site plan and other information required for a standard CUP application):

1. An inventory of the applicant's existing and future towers that are either within the City, the City's ETJ, or within at least one (1) mile of the City's boundary where the ETJ does not extend that far. The inventory shall include specific information about the location, design, and height of each tower. The owner must have on file with the Planning and Development Services Department a master list of all existing tower structures owned or controlled by the owner. Such list must specify the name, address and telephone number of the owner of record, the tower locations by address and legal description, tower height, the number of antenna arrays on the tower, and the names, addresses, and telephone numbers of all other users of the tower structures. The Administrator may share such information with other applicants or organizations seeking to locate antennas within the City.
2. Site plan drawn to scale clearly indicating the location, height, and design of the proposed tower, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscaped areas.
3. The linear separation distance from other transmission towers within a one-mile radius of the proposed tower site. The linear separation distance from all residentially-zoned properties, residential structures and applicable thoroughfares as outlined in Section 6.4.X.6.b, Proximity to Major Thoroughfares, within five hundred (500) feet of the proposed tower.
4. A visual impact analysis, presented as color photo simulations, showing the proposed site of the WTF. At least four (4) views shall be submitted looking toward the site (typically north, south, east and west) including views from the closest residential property and from adjacent roadways. The photo-realistic representation shall depict a "skyline" view showing the entire height of the proposed tower or WTF to scale, and the structures, trees, and any other objects contributing to the skyline profile.
5. Plans for the antenna and the antenna tower shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
6. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.
7. Grid plan (propagation map) of the service area for existing and future structures for a period of not less than two (2) years. The submission should include a map showing the "search ring" that was required for siting the proposed facility.
8. No new tower shall be built, constructed, or erected in the City unless the tower is capable of supporting additional wireless telecommunication facilities. The applicant must submit a letter addressed to the City declaring an intent and

willingness to construct a proposed tower that would allow additional service providers to locate on the new tower.

9. No new communications tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the approving authority that no existing tower, building, structure, or alternative technology can accommodate the applicant's proposed antenna. The applicant shall submit information related to the availability of suitable existing towers, other structures or alternative technology that can accommodate the applicant's proposed antenna. The Administrator or approving authority may request information necessary to demonstrate that reasonable alternatives do not exist. The applicant must submit:
 - a. The names, addresses, and telephone numbers of all owners of other towers or usable antenna support structures within a one-half ($\frac{1}{2}$) mile radius of the proposed new tower site, including City-owned property.
 - b. A sworn affidavit attesting to the fact that the applicant made diligent, but unsuccessful, efforts to obtain permission to install or collocate the new facility on existing towers or antenna support structures located within one-half ($\frac{1}{2}$) mile radius of the proposed tower site. The affidavit shall spell out the efforts taken by the applicant.
 - c. A description of the design plan proposed by the applicant to the City. The applicant must demonstrate the need for towers and why technological design alternatives, such as the use of microcell, cannot be utilized to accomplish the provision of the applicant's telecommunications services.

7. Conditional Use Permits.

Major WTFs must apply for a conditional use permit (CUP) as outlined in Section 6.4.X.3, Permit table Locations, under the procedures set forth in Section 3.16, Conditional Use Permit. In addition to the standard guidelines, the following additional factors shall be considered by the Planning and Zoning Commission when determining whether to grant a CUP for WTFs:

- a. Height of the proposed tower, surrounding topography and surrounding tree coverage and foliage as they relate to:
 1. Skyline impact, examining whether the proportions of the structure appears to dominate or blend in with the surrounding environment.
 2. Shadow impact, whether or not the proposed tower will cast shadows that would prevent the reasonable use or enjoyment of surrounding properties.
- b. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
- c. Proximity of the tower to residential structures and residential district boundaries.
- d. Economic impact on adjacent and nearby properties.
- e. Proposed ingress and egress.
- f. Availability of suitable alternatives and/or existing support structures.
- g. All the information submitted as part of the site plan.

8. Abandonment.

Any WTF that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such facility shall remove same within sixty (60) days of receipt of notice from the City notifying owner of such abandonment. If such facility is not removed within said sixty (60) days, the City may remove such facility at the property

owner's expense. If there are two (2) or more users of a single WTF, then this provision shall not become effective until all users cease operations on the tower.

Y. Places of Worship.

1. Where the parking lot abuts residential development, a ten-foot buffer yard with buffer plantings and a minimum six-foot privacy fence is required pursuant to Section 7.7, Buffer Requirements.
2. When outdoor accessory uses including, but not limited to, playgrounds, recreational areas, and special event areas abut residential uses, a minimum fifteen-foot buffer yard with buffer plantings and a six-foot privacy fence is required pursuant to Section 7.7, Buffer Requirements.

Z. Recreational Vehicle Park Standards (RV Parks).

1. RV Parks shall allow for the temporary occupancy of vehicles that are built on a single chassis that are designed to be self-propelled or permanently towable by a light duty truck and are primarily for use as temporary living quarters for recreational, travel, or seasonal use.
2. RV Parks shall be considered a non-residential use and shall meet the buffer requirements as found in Article 7 as a commercial use, regardless of zoning.
3. No person shall operate an RV Park unless they hold valid permits and licenses as required by the State of Texas and the Brazos County Health Department.
4. Development of any RV Park shall comply with the general site plan requirements of Article 3, Site Plan Review, and shall meet the following supplemental criteria:
 - a. The minimum area of an RV Park shall be ten (10) acres and shall consist of two (2) or more recreational vehicle pad sites that are intended for temporary occupancy by recreational vehicles for the purposes of recreation or vacation.
 - b. All RV Parks shall have direct access to a public road and shall include sufficient entrances and exits to facilitate the safe movement of recreational vehicles in and out of the site. Internal drives shall have a minimum paved width of twelve (12) feet for one-way traffic and twenty-four (24) feet for two-way traffic. All internal drives shall be built to City pavement standards and shall be privately maintained.
 - c. All RV Parks shall designate specific pad site locations for recreational vehicles.
 1. Each pad site location shall have a minimum area of one thousand five hundred (1,500) square feet with provisions for wastewater disposal, public water hook-up and electrical supply.
 2. All pad sites shall be sequentially numbered. Reflective site numbers shall be a minimum of four (4) inches in height and placed on a separate post on the site. A map of the site layout with site numbers shall be placed at the entrance to the park in such a manner as to be clearly visible to entrants.
 - d. Recreational vehicle pad sites shall be separated from each other by a minimum of ten (10) feet.
 - e. Recreational vehicle pad sites shall be separated from the recreation area in the park by a minimum of fifteen (15) feet.
 - f. All recreational vehicle pad sites shall be setback a minimum of fifty (50) feet from the right-of-way line of all adjacent public roads and any RV Park boundaries.
 - g. All recreational vehicle pad sites shall be setback a minimum of ten (10) feet from any internal drives in the park.

- h. A minimum of two (2) parking spaces shall be provided per recreational vehicle pad site. One (1) space shall be located on the RV site, the remainder may be located in an approved parking area. Size and paving of all parking spaces shall conform to the requirements in Article 7 regarding Off-Street Parking Standards.
- i. In all RV Parks, a recreation area shall be provided that shall be centrally located, free of traffic hazards, and easily accessible to all park residents. Recreation areas shall constitute a minimum of fifteen (15) percent of the gross RV Park site area and shall contain open space for recreational uses. Recreational areas shall also contain benches and landscaping. The area shall be adequately lighted to ensure safety of users.
- j. RV Parks shall permit only seasonal placement and habitation of recreational vehicles. No recreational vehicle shall remain in an RV Park for more than one hundred twenty (120) days in any twelve-month period.

Per Ordinance No. 3271 (August 26, 2010)

AA. Micro-Industrial Uses.

- 1. All production activities must be conducted within an enclosed building. No outside storage is allowed.
- 2. All Micro-Industrial uses are limited in size to no more than five thousand (5,000) gross square feet.
- 3. Accessory uses are permitted, provided that they are subordinate and incidental to the primary use.
- 4. In the CI Commercial-Industrial and BPI Business Park Industrial zoning districts an accessory restaurant, nightclub, bar or tavern is not permitted.

Per Ordinance No. 2011-3312 (January 27, 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.~~

~~Per Ordinance No. 2011-3312 (January 27, 2011) and Ordinance No. 2016-3792 (July 28, 2016)~~

ABC. Live-Work Unit.

- 1. The Live-Work Unit may not be greater than 3,000 square feet, or as amended by the City's adopted International Building Code (IBC), and the non-residential use may not be more than fifty percent (50%) of each Live-Work Unit.
- 2. Each Live-Work Unit shall not contain more than one (1) dwelling unit. The residential unit must be attached to the non-residential use and may be accessible separate from the non-residential use.
- 3. In a two-story building, the residential unit must be located on the second floor.
- 4. If a residential garage is provided, it must be attached and not visible from the public right-of-way.

AC. Hotels.

1. In SC Suburban Commercial, accessory uses and services shall not be permitted, including, but not limited to, conference rooms, restaurant, and night club/bar.

AD. Mobile Food Court.

Mobile food court shall mean a land use approved through a Conditional Use Permit (see Unified Development Ordinance) and developed in conformity with an approved site plan (see Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

1. Mobile Food Court Categories .

a. Short-Term .

- 1) A short-term food court is temporary in nature, intended to be an interim use on previously developed land where long-term utilization of the property or redevelopment is being investigated and/or pursued. A Conditional Use Permit for a short-term mobile food court may be granted for a period of up to two (2) years.
- 2) A short-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) to five (5) mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court at least once a year to retain mobile food vendor status.
 - c) Tables, chairs, and canopies for court customers.
 - d) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - e) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb other surrounding property owners.
- 3) A short-term mobile food court shall:
 - a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Provide only portable or temporary improvements to a site. Long-term or permanent improvements to a site are not allowed.
 - g) Provide adequately maintained trash receptacles for customer use.
 - h) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the

applicable requirements of Article 7 General Development Standards, and the specific use standards below.

b. Long-Term .

- 1) Long-term mobile food courts are intended to have more permanency than short-term mobile food courts and shall be held to the same development standards as restaurant developments, with the exceptions identified in the specific use standards below.
- 2) A long-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) or more mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court or move within the court at least once a year to retain mobile food vendor status.
 - c) Mobile food vendors to access potable water and sewage disposal facilities onsite. If these utilities are made available, they shall be located in a manner to necessitate the movement of each mobile food vendor to access the utilities.
 - d) Tables, chairs, and canopies or enclosed seating areas for court customers.
 - e) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - f) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb surrounding property owners.
 - g) Larger-scale entertainment and accessory uses for court customers, such as a volleyball court and bar, at a scale as not to disturb surrounding property owners.
 - h) Accessory structures.
 - i) Alcohol sales with approved permits and licenses from the Texas Alcoholic Beverage Commission.
- 3) A long-term mobile food court shall:
 - a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

c. **Restroom and Hand Washing Facilities for Short-Term and Long-Term Mobile Food Courts .**

- 1) Mobile food courts will provide at least two (2) handicapped accessible porta potties with one (1) mobile handwashing station for every ten (10) mobile food vendors.
- 2) Mobile food courts that are within one hundred (100) feet of a public restroom facility may be exempted from the requirement for porta potties.
- 3) Mobile food vendors shall comply with the Brazos County Health Department's requirements for hand washing facilities.

2. **Specific Use Standards for Mobile Food Courts .**

The following shall apply to all short-term and long-term mobile food courts, unless otherwise noted:

- a. Mobile food courts shall designate pad site locations for mobile food vendors.
- b. Mobile food vendor pad sites and dining areas shall be setback a minimum of one hundred (100) feet from rights-of-way and public ways.
- c. All mobile food vendor pad sites shall be separated from other pad sites, dining areas, and structures by a minimum of ten (10) feet.
- d. Pad sites and dining areas shall not be located within fire lanes, easements, setbacks, buffers, or visibility triangles.
- e. All mobile food vendors located in a mobile food court shall be on an improved, permanent surface as described in the Off-Street Parking Standards of this Unified Development Ordinance.
- f. A minimum of two (2) Off-Street Parking spaces shall be provided per mobile food vendor pad site.
- g. A minimum of a twenty-foot (20') fire apparatus access route is required around a mobile food court.
- h. Mobile food vendors, portable restroom trailers, and other temporary structures shall not be subject to the Non-Residential Architectural Standards section of this UDO.
- i. Electrical connections shall be provided for all mobile food vendors on site. Use of generators shall not be allowed in a mobile food court.
- j. **Short-term mobile food courts only .**

- 1) Short-term mobile food courts shall not impede vehicular circulation or block fire lanes or sanitation routes through the existing sites upon which they are located,
- 2) Short-term mobile food courts shall not be subject to the requirements of the Landscaping and Tree Protection section of this Unified Development Ordinance.
- 3) Short-term mobile food courts shall utilize existing solid waste collection sites on the properties on which they are located, and provide proof of permission to do so.

k. **Long-term mobile food courts only .**

If water and wastewater facilities are provided to mobile food vendors in a long-term mobile food court, the site shall be designed to require all mobile food vendors to remain mobile to access these amenities. Additional tanks or portable tanks for wastewater are prohibited.

(Ord. No. [2012-3449](#), Pt. 1(Exh. G), 9-27-2012; Ord. No. [2012-3450](#), Pt. 1(Exh. D), 9-27-2012;
Ord. No. [2013-3521](#), Pt. 1(Exh. I), 9-12-2013; Ord. No. [2014-3624](#), Pt. 1(Exh. H), 12-18-2014;
Ord. No. [2015-3708](#), Pt. 1(Exh. C), 10-8-2015; Ord. No. [2016-3792](#), Pt. 1(Exh. D), 7-28-2016)

Sec. 12-7.2. - General Provisions.

A. Health and Environmental Safeguards.

No machine, process, or procedure shall be employed on any property in the City, in which:

1. Emission of smoke, dust, or noxious, toxic or lethal gases are detectable beyond the perimeter of the property;
2. Materials are stored or accumulated in such a way that they may be carried by rainwater in natural drainage channels beyond the limits of the property, which are noxious, toxic, radioactive, contain oil or grease, wood, cellulose fibers, hair, feathers, or plastic, or have a pH factor greater than ten (10) or less than five (5);
3. Vibration is discernible beyond the property line; or
4. Noise above the ambient noise level is discernible beyond the property line.

B. Minimum Requirements.

1. No building plot shall have lower or less stringent standards or dimensions than those prescribed for respective zones in this UDO.
2. No building permit or development approval may be issued for a lot that does not meet the minimum lot area requirements of this UDO except as provided for in Chapter 12, Article 9, Nonconformities.
3. In the absence of public water or public sewer, no building permit shall be issued until the lot meets all applicable requirements of this UDO and the Texas Department of Health and Environmental Control. A septic system that has been approved by the Brazos County Health Department may be permitted if an exception to sewer service has been granted under Section 11-2 of the City of College Station Code of Ordinances, as amended.
4. Utilities using land or an unoccupied building covering less than one thousand (1,000) square feet of site area shall be exempt from minimum lot area standards.

C. Visibility at Intersections in all Districts.

Within a departure sight triangle as defined by the latest edition of the American Association of State Highway & Transportation Officials' (AASHTO) "A Policy on Geometric Design of Highways and Streets", nothing shall be erected, placed, planted, or allowed to grow in such a manner that would obstruct the drivers' view at intersections. Sight triangles shall apply to street intersections, commercial driveways, and multifamily driveways. Obstacles prohibited include but are not limited to: fences, walls, entry signage, structures, buildings, hedges, etc. However, fences, walls, and/or hedges that do not impair vision from three (3) feet to nine (9) feet above the curb may be permitted with the approval of the City Engineer. Required public use facilities such as fire hydrants, traffic signage, utility structures, etc. are exempted.

D. Required Yards (Setbacks).

1. Purpose and Intent.

- a. Setbacks are measured from the property line;
- b. On lots with approved rear access, the rear setback shall be measured from the nearest boundary of the access easement or alley;
- c. No structure that is taller than eight (8) feet in height and that has a roof structure that completely or partially blocks the view to the sky shall be located within the required setback area unless specifically allowed herein;
- d. No part of a yard or other open space required in connection with any building, building plot, or use for the purpose of complying with this UDO, shall be included for any other building, building plot, or use as part of a yard or open space; and

- e. Where an existing lot was created by an approved plat prior to July 15, 1970 and the property is designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map a new (infill) single-family dwelling unit shall use the adjacent lots to determine the appropriate front yard setback. The new dwelling unit shall be set no closer to the street or farther back from the street than the nearest neighboring units. Areas zoned NPO, Neighborhood Prevailing Overlay District are exempt from this requirement. Setbacks for areas zoned NCO, Neighborhood Conservation Overlay are stated in the specific rezoning ordinance for the area.

2. Reduction for Public Purpose.

- a. When an existing setback is reduced because of a recent or pending conveyance to a federal, state, or local government for a public purpose and the remaining setback is at least fifty (50) percent of the required minimum setback for the district in which it is located, then that remaining setback will be deemed to satisfy the minimum setback standards of this UDO.
- b. For the purposes of this subsection, such conveyance shall have occurred within one (1) year immediately proceeding submittal for site plan approval, or be anticipated to occur within one (1) year of site plan approval.

3. Features Allowed Within Required Yards.

The following features may be located within a required yard but may be subject to additional regulations applied herein:

- a. Trees, shrubbery, or other landscape features, excluding gazebos or other similar structures that require a building permit;
- b. Fences and walls;
- c. Driveways;
- d. Sidewalks;
- e. Utility lines, wires, and associated structures, such as power poles;
- f. Mechanical equipment such as air conditioning units, pool pumps, and similar equipment;
- g. Uncovered Porches, uncovered steps to building entrances, and uncovered patio decks;
- h. Covered Porches that are open on three (3) sides, may extend up to six (6) feet, including eaves, into any required front or side street setback;
- i. Openwork fire balconies and fire escapes may extend up to six (6) feet into any required rear setback;
- j. Sills, belt courses, cornices, buttresses, chimneys, flues, eaves, and other architectural features may extend up to eighteen (18) inches into any required yard;
- k. Balconies or decks located more than eight (8) feet from the ground may project up to six (6) feet into the required front yard;
- l. Accessory structures that do not require building permits;
- m. Bus stops that offer shelter from the elements. Such shelters may be located within a front or side street yard. Shelters may be located within a public right-of-way if a Private Improvement in Public right-of-way permit has been duly issued; and
- n. Swimming pools and hot tubs without shelter.

E. More Than One (1) Principal Structure on a Lot or Parcel.

- 1. In any single-family or duplex residential district, no more than one (1) structure housing a permitted principal use may be erected on a single lot or building plot.

2. In all other districts, more than one (1) structure housing a permitted principal use may be erected on a building plot. Yard and other requirements herein shall apply to the building plot.

F. Fences/Walls.

Fences of wood, chain-link, or similar material, and less than eight (8) feet in height, and walls of brick, stone, concrete, or similar material, and less than six (6) feet in height, shall not be construed to be structures, nor shall they require a building permit.

G. Building Plot.

1. Building plot refers to all of the land within an area defined by the Administrator that consists of one (1) or more platted lots for a single development. Such determination shall be made at the platting stage or at the time of site plan.
2. In the event that two (2) or more lots are under single ownership and the existing structure does not meet the required yard setback, both lots shall be construed as the building plot.
3. The Administrator shall determine the building plot using the following criteria:
 - a. Contiguous properties that consist of less than two (2) acres and have one (1) or fewer frontages on a street classified as a collector or higher on the current Thoroughfare Plan will be consolidated and defined as one (1) building plot for the purposes of signage;
 - b. Contiguous properties that develop according to a common plan or design for similar or compatible uses, which singularly or in phases, is treated as such for site plan review purposes including signage; or
 - c. Contiguous properties that as determined by the Administrator need to be consolidated for ease of access, reduction of the proliferation of signage along the public right-of-way, or other public health, safety, or general welfare reasons.

H. Height.

1. Building Height .

For purposes of this subsection H. building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the highest of the following points:

- a. The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;
- b. The highest point of a mansard roof;
- c. The highest point of the coping of a flat roof;
- d. The highest point of equipment located on top of a structure such as satellite dishes, heating and air conditioning units.

2. Detached Single-Family.

For purposes of this subsection H. detached single-family shall refer to free standing single family residential units that provide complete independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating and sanitation.

3. Low-Density Residential Protection .

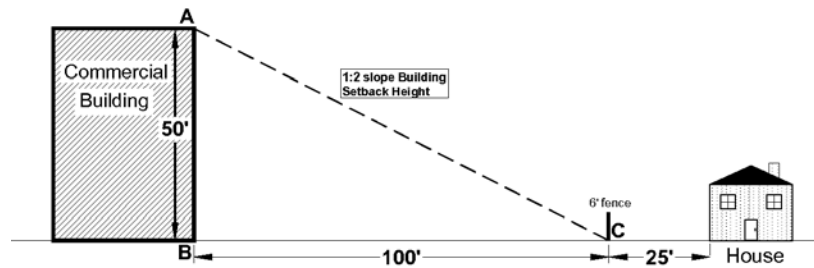
a. Purpose .

The purpose of low density residential height protection is to provide a visual barrier between low density residential uses and districts from adjacent higher-density residential and non-residential uses. This is accomplished by regulating the height and distance of such higher-density or non-residential uses when adjacent to low density residential uses and districts to help mitigate negative impacts.

b. **Regulations .**

1. **Distance .**

- a. No multi-family or non-residential structure shall be located to any property line of an adjacent tract of land on which there's a detached single-family, manufactured home park or townhouse use or district nearer than a horizontal distance (B to C) that is equal to at least twice the vertical distance (height, A to B) of the multi-family or non-residential structure, as illustrated in the graphic below.
- b. Partial exception. For developments designed to be mixed use or that are within a redevelopment district as shown on the Future Land Use and Character Map of the City's Comprehensive Plan, only the structure(s) nearest to the property line of an adjacent tract of land on which there's a detached single-family, manufactured home park or townhouse use or district shall meet the distance standard recited herein.



2. **Height .**

- a. General height requirements. No multi-family or non-residential structure shall be located to any property line of an adjacent tract of land on which there's a detached single-family, manufactured home park or townhouse use or district unless the height requirements herein are met. No multi-family or non-residential structures shall penetrate the height of an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C, which is the hypotenuse of the right triangle formed when calculating the minimum distance requirements set forth above.
- b. Additional height requirements for ~~SC and WC~~ Wellborn Commercial. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in ~~SC Suburban Commercial and WC~~ Wellborn Commercial zoning:
 1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be 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 detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine.
- c. Exceptions to height requirements. Unless otherwise stated in this UDO, the height limitations herein shall not apply to any of the following:

1. Structures located in NG, RDD, and P-MUD districts;
2. When the detached single family, manufactured home park or townhome use on the adjacent tract is nonconforming;
3. When the use on the adjacent tract is agricultural;
4. Utility structures such as elevated water storage tanks and electrical transmission lines;
5. 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 surface area of the roof; and
6. Residential radio/television receiving antennas.

I. Public Address Systems.

Public Address Systems shall not be audible to an adjacent residential use.

J. Bicycle Facilities.

1. Number Required .

- a. For sites subject to the Non-Residential Architectural Standards of this UDO except for MU Mixed-Use districts:
 1. Each primary building shall provide a facility capable of storing a minimum of four (4) bicycles.
 2. In multi-tenant buildings in excess of twenty thousand (20,000) gross square feet, one (1) or more facilities capable of storing eight (8) bicycles shall be provided.
- b. In MU Mixed-Use districts, bicycle storage facilities shall be provided at a rate [of] one (1) bicycle for every 15,000 square feet of non-residential uses, and one (1) bicycle for every two (2) dwelling units.
- c. Refer to the Alternative Parking Plan Section for the potential to substitute additional bicycle facilities for vehicular parking.

2. Placement and Design.

- a. Facilities shall be separated from motor vehicle parking to protect both bicycles and vehicles from accidental damage and shall be sufficiently separated from building or other walls, landscaping, or other features to allow for ease and encouragement of use. This separation shall be a minimum of three (3) feet.
- b. Where bicycle facilities are provided for four (4) bicycles, the area for such a facility shall be approximately fifty-four (54) square feet in area, approximately nine (9) feet by six (6) feet or as approved by the Administrator.
- c. Facilities shall be placed in clearly designated, safe, and convenient locations and such that no primary building entrance is further than one hundred fifty (150) feet from a bicycle facility.
- d. Bicycles may be permitted on sidewalks or other paved surfaces provided that the bicycles do not block or interfere with pedestrian or vehicular traffic.
- e. Bicycle facilities shall be constructed so as to enable the user to secure a bicycle by locking the frame and one (1) wheel of each bicycle parked therein. Facilities must be easily usable with both U-locks and cable locks and support the bicycle frame at two (2) points. Facilities shall be anchored securely to the ground.

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.

(Ord. No. [2012-3449](#), Pt. 1(Exh. I), 9-27-2012; Ord. No. [2012-3450](#), Pt. 1(Exh. E), 9-27-2012; Ord. No. [2012-3458](#), Pt. 1(Exh. B), 11-8-2012; Ord. No. [2014-3624](#), Pt. 1(Exh. I), 12-18-2014; Ord. No. [2015-3663](#), Pt. 1(Exh. D), 5-28-2015; Ord. No. [2016-3792](#), Pt. 1(Exh. E), 7-28-2016; Ord. No. [2016-3802](#), Pt. 1(Exh. A), 8-25-2016)

Sec. 12-7.3. - Off-Street Parking Standards.

A. **Purpose .**

The purpose of this Section is to establish the guidelines for off-street parking areas consistent with the proposed land use to:

1. Reduce the occurrence of non-resident on-street parking in adjoining neighborhoods;
2. Avoid the traffic congestion and public safety hazards caused by a failure to provide such parking areas;
3. Expedite the movement of traffic on public thoroughfares in a safe manner, thus increasing the carrying capacity of the streets and reducing the amount of land required for streets, thereby lowering the cost to both the property owner and the City; and
4. Provide flexibility and parking alternatives for developing and redeveloping properties to increase their viability.

B. **Off-Street Parking Spaces Required .**

1. In all districts, for all uses, at the time any building or structure is erected, enlarged, or increased in capacity, or at any time any other use is established, there shall be off-street parking spaces provided for motor vehicles in accordance with the requirements specified herein, except as noted below.

Exception :

- a. In all single-family residential and townhouse uses, at the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed there shall be off-street parking spaces provided for motor vehicles in accordance with the requirements specified herein.
2. Where off-street parking facilities are provided in excess of the minimum amounts specified by this Section, or when off-street parking facilities are provided but not required, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space as specified in this Section.
3. It shall be unlawful to discontinue or dispense with, or cause the discontinuance or reduction of, the required parking facilities apart from the discontinuance of the building, use, or structure without establishing alternative off-street parking facilities that meet these requirements.

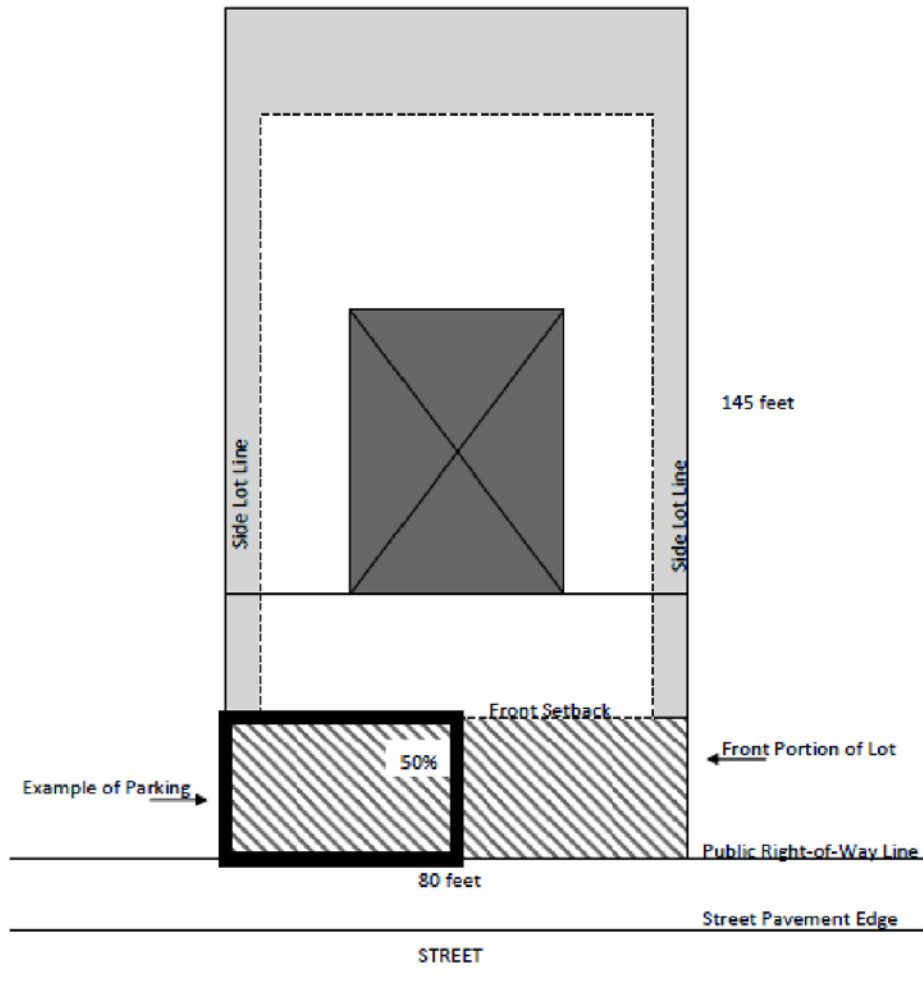
C. **Dimensions, Access, and Location .**

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

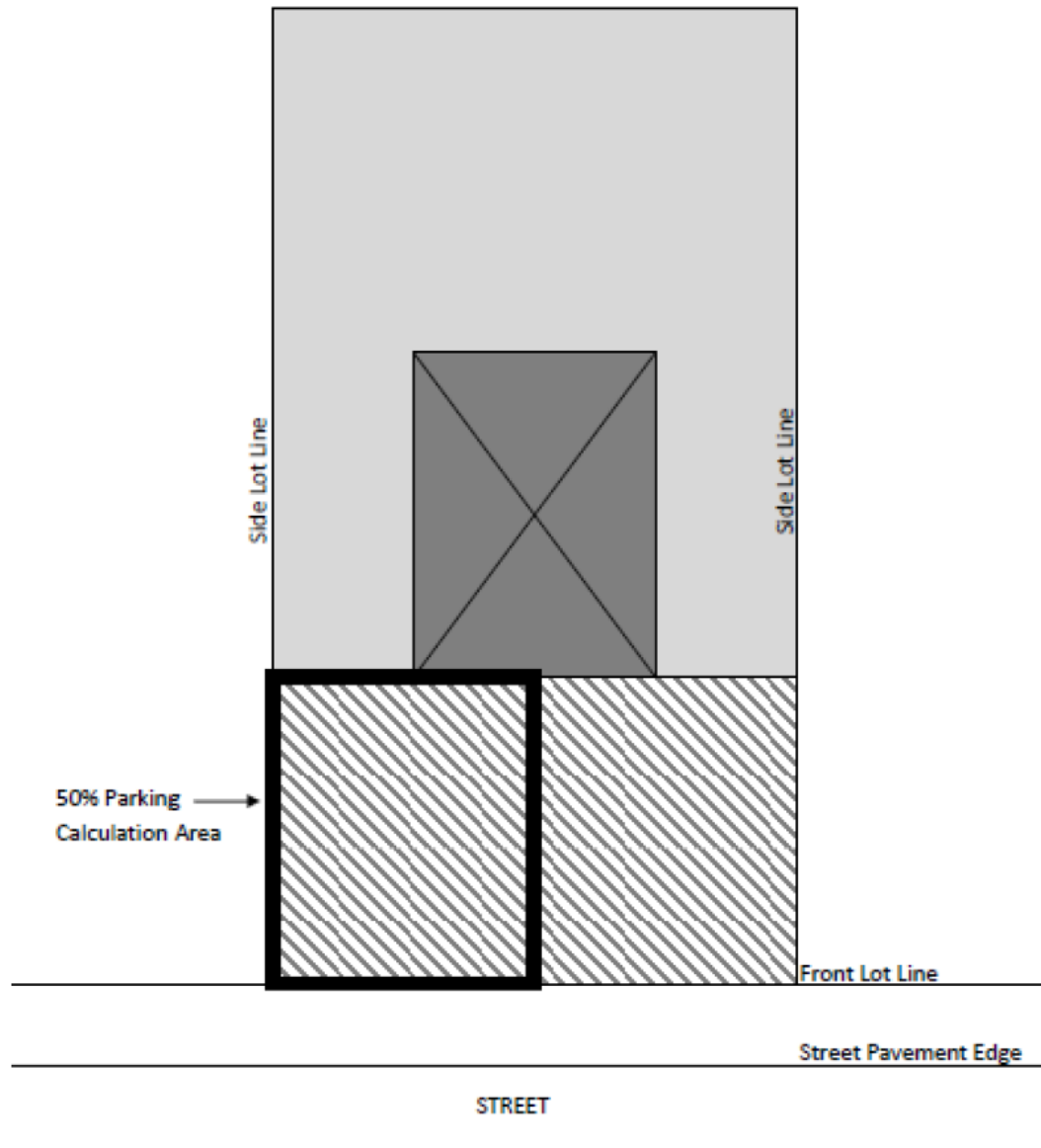
within the side lot lines, the front setback, and the public right-of-way line (see graphic below). The square footage of parking allowed by this calculation may be located within or outside the boundary of the area used for calculations (see graphic below). The portion of the driveway located between 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 other than as set forth in subsection 2 above,, 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

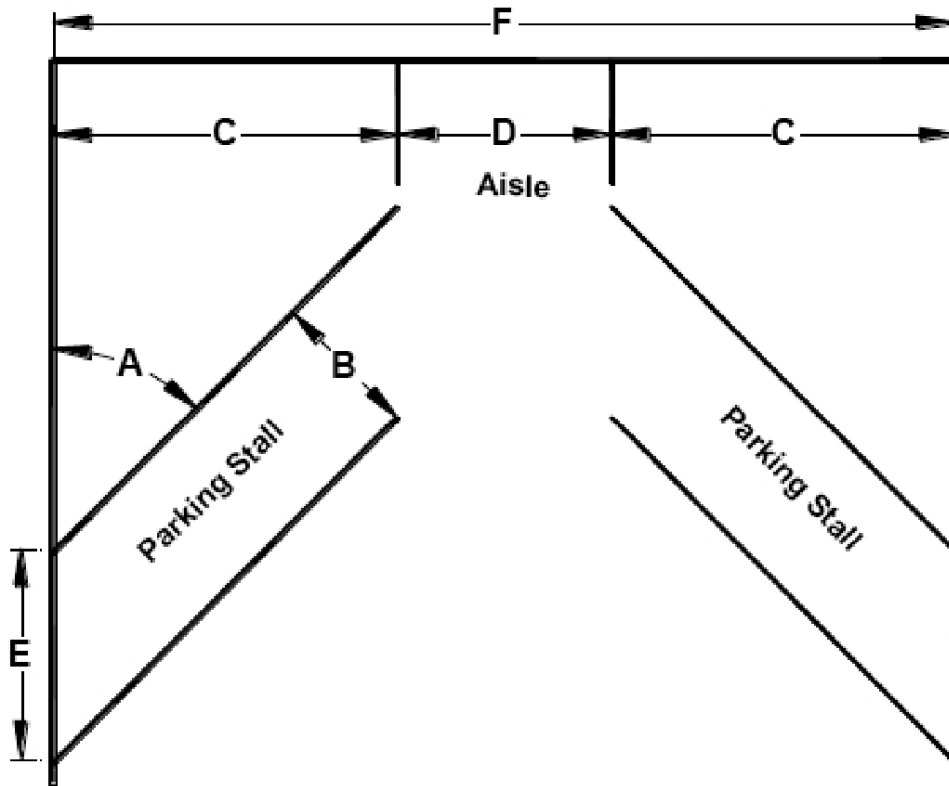


4. When existing detached single-family parking is expanded in front of the structure, it shall not exceed a size equivalent to fifty (50) percent of the front area as described above.
5. An eighteen-foot paved space (ninety-degree only) may be utilized where the space abuts a landscaped island with 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 (TABAA) 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

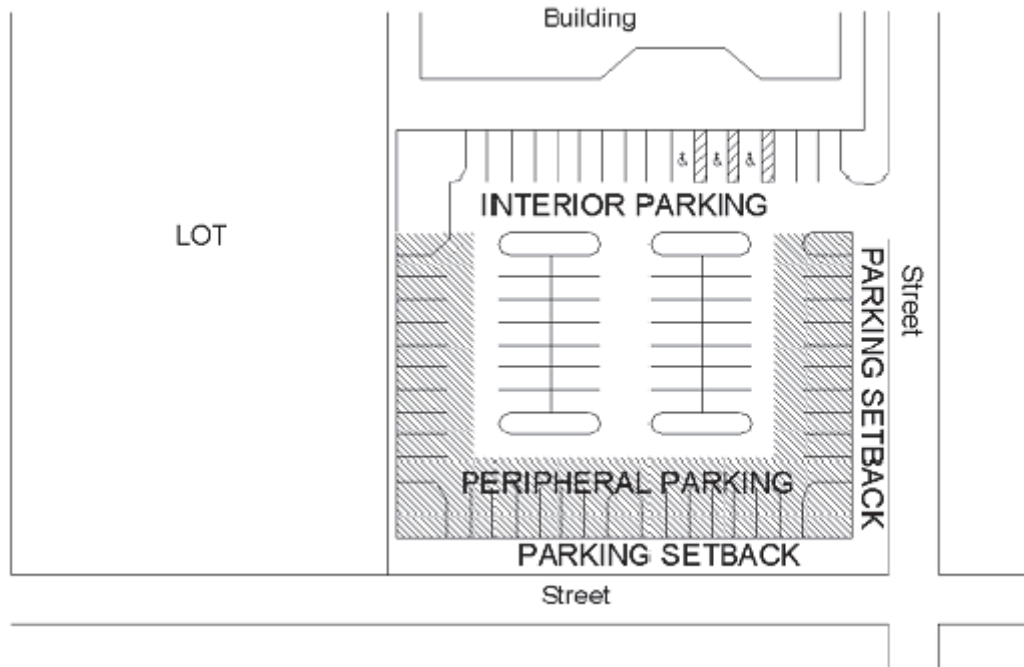


10. Parking lots located within fifteen (15) feet of a public right-of-way shall have a maximum of seven (7) contiguous spaces separated by an eighteen- by twenty-foot landscaped island.
11. All parking lots and drive aisles shall be setback a minimum of six (6) feet from any public right-of-way or public 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.

D. Landscape Islands .

1. End Islands .

- a. A raised island, encompassing not less than one hundred eighty (180) square feet in area, shall be located at both ends of every interior and peripheral parking row, regardless of the length of the row. End islands may have sidewalks through them. Examples of interior and peripheral parking are shown in the figure below.



- b. All end islands must be raised at least six (6) inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized and shall be contiguous with the soil at the natural grade.

2. Interior Islands .

- a. All interior islands shall be evenly distributed throughout the interior of the parking area.
- b. For every fifteen (15) interior parking spaces, one hundred eighty (180) square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than one hundred eighty (180) square feet. Interior islands may have sidewalks through them.
- c. End island areas that exceed the minimum required may be counted toward the interior parking island requirement.
- d. All interior islands must be raised at least six (6) inches and curbed, with the majority of the area of each island planted or treated with enhanced paving. The soil within the planted area shall not be compacted or stabilized and shall be contiguous with the soil at the natural grade.

E. Requirements Apply to All Parking Areas .

Every parcel of land hereafter used as a public parking area, including commercial parking lots, visitor parking areas for single-family and townhouse uses, and parcels used for open-air sales lots, shall be developed and maintained in accordance with the requirements in this Section and as described in the City of College Station Site Design Standards. The requirements in this Section do not apply to overflow parking for churches, nor to temporary overflow parking for City events and temporary parking for special events.

F. Surfacing .

1. General .

All surfacing of off-street parking areas shall be constructed of either asphalt or concrete as described in the City of College Station Site Design Standards. Alternatives to the standards

may be approved by the Administrator if it is demonstrated that the materials and design are equal or superior to the requirements in the Standards. All off-street parking areas shall be graded to drain and be maintained so as to dispose of surface water accumulated within the area. Parking spaces shall be arranged and marked so as to provide for orderly and safe parking of vehicles.

2. Non-Public, All-Weather Drive Surfaces .

Temporary or permanent drive surfaces required for emergency access or turnaround for emergency vehicles must be constructed to function under all weather conditions. To accommodate a project during construction, phasing, or permanent installation, drive surfaces that do not meet the requirements for permanent pavement surfaces may be allowed at the discretion of the Administrator for the specific conditions stated below:

a. Temporary All-Weather Surface (During Construction) .

A structure under construction must be accessible by an all-weather drive surface as specified in the City of College Station Site Design Standards. This temporary all-weather surface must be reworked or replaced to meet the permanent pavement standard as described in the City of College Station Site Design Standards prior to issuance of a Certificate of Occupancy;

b. Semi-Permanent All-Weather Surface (During Phasing) .

In cases during phasing of a large project, emergency access and turnarounds often must be added as a temporary measure until additional phases are constructed. These emergency access areas may consist of permanent pavement surfaces as specified in the City of College Station Site Design Standards. When the additional phase is constructed, these areas must be removed or reworked to meet the permanent pavement standards as described in the City of College Station Site Design Standards;

c. Permanent Surfaces .

1) All-Weather Surface (Permanent) .

In some development scenarios, an emergency access or turnaround must be constructed to meet emergency access purposes and is not required for public traffic, service vehicles or sanitation vehicles. In these cases, the area required for emergency access only may meet the permanent pavement standards as specified in the City of College Station Site Design Standards.

2) Permeable Surface .

- (a) The use of porous materials (such as permeable concrete and pavers) to mitigate storm water sheeting and pooling of water may be used in off-street parking areas if the material meets vehicular loading standards and is approved by the Administrator.
- (b) Fire lanes may be constructed of porous materials such as permeable concrete and pavers to mitigate storm water sheeting and pooling of water, so long as it is demonstrated that the permeable surface can obtain sufficient load and compaction ratings for its application as approved by the City of College Station Fire and Sanitation Departments.
- (c) Single-family and townhouse visitor parking areas, as required in Single-Family Residential Parking Requirements for Platting, may also be constructed of porous materials such as permeable concrete and pavers to mitigate storm water sheeting and pooling of water.
- (d) Permeable surfaces approved as provided above shall be maintained in accordance with industry standards and to achieve mitigation of storm water

sheeting and pooling of water. Failure to maintain permeable surfaces as required herein, shall constitute a violation of this Section of the UDO for which penalty provisions may be involved.

G. Curbing Required .

1. General .

The perimeter of all paved surfaces shall be curbed as described in the City of College Station Site Design Standards. Unless otherwise required pursuant of this Section, curbs may be omitted where drive aisles or parking spaces are located adjacent to a building if bollards or other protective devices are installed to protect pedestrian areas. Alternatives to the standards may be approved by the Administrator if it is demonstrated that the materials and design are equal or superior to the requirements in the Standards.

2. Temporary Curbing .

A temporary curb may be permitted in lieu of the minimum standard stated in the City of College Station Site Design Standards, at the discretion of the Administrator, when a project is phased in such a way that a permanent, monolithic curb may preclude development of future phases or limit access to a recorded private or public access easement adjoining properties. Wheel stops shall not be permitted as a temporary curbing. Temporary curbing must have the appearance of permanent curbing and shall be temporarily attached to the pavement surfacing below and meet the minimum standards for dowelled-in curbs as described in the City of College Station Site Design Standards.

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. At least one (1) parking space must be provided unless otherwise specified in this UDO;
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; and
7. 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:
<u>Assisted Living/Residential Care Facility</u>	<u>As determined by the Administrator</u>		
Airport	As determined by the Administrator		
Banks	250 s.f.	Floor area over 500 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.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 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.	Floor area over 700 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.	Floor area over 300 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.	Floor area over 300 s.f.: 1.0	
<u>Live-Work Unit</u>	<u>250 s.f. of non- residential portion of structure</u>	<u>Floor area over 250 s.f.: 1.0</u>	<u>1/BR, Residential DU</u>
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.	Floor area over 54 400 s.f.: 1.0	

Mixed-Use Structure****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	
Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 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.	Floor area over 600 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.

** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.

*** 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.

I. Drive-Through Facility Queuing Requirements.

1. Minimum Number of Spaces .

Drive-through queuing spaces shall be provided as indicated in the following table:

Minimum Off-Street Queuing Requirements		
Activity Type	Minimum Spaces	Measure From
Automated Teller Machine	3	Teller
Bank Teller Lane	4	Teller or Window
Car Wash Stall, Automatic	4	Service Position
Car Wash Stall, Self-Service	3	Service Position
Dry cleaning or Laundry	2	Window
Oil-Change Station	3	Service Position
Photo Lab	4	Pick-Up Window
Restaurant Drive-Through	4	Order Box
Restaurant Drive-Through	3	Order Box to Pick-Up Window
Other	As determined by the Administrator	

2. Design and Layout .

Queuing spaces or queuing areas shall be designed in accordance with the following criteria:

- a. Queue spaces or queuing areas may not interfere with parking spaces, parking aisles, loading areas, internal circulation or driveway access;
- b. Each queue space shall consist of a rectangular area not less than ten (10) feet wide and eighteen and one-half (18.5) feet long with a vertical clearance as specified in the building code;
- c. Queue spaces are not interchangeable with parking spaces except for the following uses where the space providing services may count toward the parking requirement: bank teller, car wash, and oil-change station;
- d. A twelve-foot by-pass lane may be required adjacent to queue lines to allow vehicles an opportunity to circumvent the drive-through activity and exit the site;
- e. Queue areas and drive-through facilities shall be clearly identified with the appropriate signing and marking; and

- f. Spaces within a car-wash facility or drive-through oil-change station may be counted toward the queuing requirement.

J. Alternative Parking Plans .

1. Scope .

An "Alternative Parking Plan" represents a proposal to meet vehicle parking and transportation access needs by means other than providing parking spaces on-site in accordance with the ratios established in Section 12-7.3.I, Number of Off-Street Parking Spaces Required.

2. Applicability .

Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.'

3. Contents .

Alternative Parking Plans shall be submitted in a form established by the Administrator and made available to the public. At a minimum, such plans shall detail the type of alternative proposed and the rationale for such a proposal.

4. Review and Approval Procedure .

The Administrator shall be authorized to approve Alternative Parking Plans. Appeals of the Administrator's decision may be made to the Planning and Zoning Commission.

5. Recording .

An attested copy of an approved Alternative Parking Plan shall be submitted to the County Clerk's office for recordation on forms made available in the Department of Development Services. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. An approved Alternative Parking Plan may be amended by the Administrator.

6. Eligible Alternatives .

A number of specific parking and access alternatives are described below. The Administrator shall, however, be authorized to consider and approve any alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates that the proposed plan shall result in a better situation with respect to surrounding neighborhoods, City-wide traffic circulation, and urban design than would strict compliance with otherwise applicable off-street parking standards.

a. Demand-Based Parking .

When the developer of a non-residential or multi-family 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 by the applicant through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. Duplex, townhomes and single family developments are not eligible for the demand-based parking option.

b. Shared Parking .

The Administrator may authorize a reduction in the number of required off-street parking spaces for multiple-use developments or for uses that are located near one another and

that have different peak parking demands or different operating hours. Shared parking shall be subject to the following standards:

1) **Location .**

Shared off-street parking spaces shall be located no farther than five hundred (500) feet from the building site. The Administrator may waive this distance limitation, if adequate assurances are offered regarding the usability of the shared lot and the principle use (such as the operation of a van or shuttle service, etc.).

2) **Zoning Classification.**

Shared-parking areas shall be considered accessory uses of principal uses that the parking spaces are intended to serve. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area;

3) **Required Study and Analysis .**

The applicant shall submit a shared parking analysis to the Administrator that clearly demonstrates the feasibility of shared parking. The study shall be provided in a form established by the Administrator and made available to the public. It shall address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that shall be sharing off-street parking spaces. The Administrator shall have the authority to require a revised study and analysis should conditions change that may result in a change in site parking conditions;

4) **Shared Parking Agreement .**

A shared parking plan shall be enforced through written agreement among the owners of record. An attested copy of the agreement shall be submitted to the County Clerk's office for recordation on forms made available in the Department of Development Services. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. If a shared parking agreement is revoked by the parties to the agreement, either off-street parking must be provided pursuant to this Section or an Alternative Parking Plan must be approved by the Administrator; and

5) **Revocation .**

Failure to comply with the shared parking provisions of this Section shall constitute a violation of this UDO and shall specifically be cause for revocation of a Certificate of Occupancy or Building Permit.

c. **Off-Site Parking .**

The Administrator may permit all or a portion of the required off-street parking spaces to be located on a remote and separate lot from the lot on which the principal use is located, subject to the standards of this Section.

1) **Location .**

No off-site parking space shall be located more than five hundred (500) feet from the building site. The Administrator may waive this distance limitation if adequate assurances are offered regarding the usability of the off-site lot and the principle use (such as the operation of a van or shuttle service, etc.).

2) **Zoning Classification .**

Off-site parking areas shall be considered accessory uses of principal uses that the parking spaces are intended to serve. Off-site parking areas shall require the same or a more intensive zoning classification than that required for the use served;

3) **Off-Site Parking Agreement .**

In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement among the owners of record shall be required. An attested copy of the agreement between the owners of record shall be submitted to the County Clerk's Office for recordation on forms made available in the office of the Administrator. Proof of recordation of the agreement shall be presented to the Administrator prior to issuance of a Building Permit. If an off-site parking agreement is revoked by the parties to the agreement, either off-street parking must be provided on-site pursuant to this Section or an Alternative Parking Plan must be approved by the Administrator.

d. **Bicycle Parking .**

The Administrator may authorize a reduction in the number of required off-street parking spaces for developments or uses that make special provisions to accommodate bicyclists. Examples of accommodations include bicycle lockers, employee shower facilities, and dressing areas for employees.

(Ord. No. [2012-3449](#) , Pt. 1(Exh. I), 9-27-2012; Ord. No. [2012-3450](#) , Pt. 1(Exh. E), 9-27-2012; Ord. No. [2012-3458](#) , Pt. 1(Exh. B), 11-8-2012; Ord. No. [2013-3522](#) , Pt. 1(Exh. C), 9-12-2013; Ord. No. [2014-3624](#) , Pt. 1(Exh. J), 12-18-2014; Ord. No. [2015-3663](#) , Pt. 1(Exh. E, F), 5-28-2015; Ord. No. [2016-3741](#) , Pt. 1(Exh. A), 1-28-2016; Ord. No. [2016-3792](#) , Pt. 1(Exh. E), 7-28-2016; Ord. No. [2017-3923](#) , Pt. 1(Exh. A), 8-24-2017)

Sec. 12-7.7. - Buffer Requirements.

A. Purpose.

The purpose of buffer requirements, which generally include a buffer yard, plantings, and a fence or wall, is to provide a visual barrier between different zoning districts and to help mitigate any negative impacts of adjacent land uses on developed or developing properties. A buffer should visibly separate one (1) use from another and shield or block noise, glares, or other nuisances.

B. Applicability.

1. Perimeter buffers shall be provided on building plots abutting developed (platted) or developing (in the process of platting) sites in accordance with the standards of this Section, as outlined in Section 12-7.7.F, Minimum Buffer Standards. The following shall provide buffers:
 - a. Vacant sites that develop;
 - b. Existing sites when additions, expansions, and/or redevelopments equal or are greater than twenty-five (25) percent of the existing improvements;
 - c. Existing sites when cumulative additions, expansions, and/or redevelopments total twenty-five (25) percent or more of the existing improvements;
 - d. Existing sites when a change of use intensifies the development in terms of elements such as traffic, processes, noise, water or air pollution, etc.;
 - e. Existing sites with lawfully established nonconforming uses when the use is expanded; and
 - f. Sexually-oriented businesses.
2. Exceptions to the terms of this Section will be made when:
 - a. The adjacent developed use is nonconforming;
 - b. The adjacent developed use is agricultural;
 - c. The Land Use Plan designates the area as Redevelopment;
 - d. The property is zoned P-MUD and the buffer requirement was determined through the rezoning process;
 - e. The developing use is a Primary or Secondary Educational Facility containing a building with a Group "E" occupancy as defined in the International Building Code; or
 - f. Properties in NG and RDD districts.

Per Ordinance No. 3280 (September 9, 2010)

C. Relationship to Other Landscaping Standards.

All buffer requirements shall be included on a development's Landscaping Plan. Landscaping provided to meet the buffer landscaping standards of this Section may not be counted towards meeting a project's landscape point requirements. The area of a site dedicated to a perimeter buffer shall not be included in calculating a site's minimum landscaping point requirements.

D. Location.

The buffer shall abut property boundaries shared with less intense uses or zoning districts as shown in Section 12-7.7.F, Minimum Buffer Standards. In the event that a property abuts a less intense use and a less intense zoning district, the more stringent buffer shall be required along the shared boundary.

E. Permitted Uses.

1. A buffer yard may be used for passive recreation or stormwater management. It may contain pedestrian, bike, or equestrian trails provided that:
 - a. No plant material is eliminated;
 - b. The total width of the buffer yard is maintained; and
 - c. All other regulations of this Section are met.
2. No active recreation area, storage of materials, parking, driveways, or structures, except for approved pedestrian, bike or equestrian trails and necessary utility boxes and equipment, shall be located within the buffer yard.
3. Pedestrian access through a perimeter fence or wall and buffer yard may be provided at the abutting resident's, homeowners association's, or the Administrator's option to provide convenient pedestrian access to nonresidential uses such as commercial areas or schools.

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

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.

2. **Plantings.**

- a. If a fence or wall is not required per the table above, the following plantings shall be installed in the buffer yard:
 - 1. A minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.

- b. If a fence or wall is required per the table above, the following plantings shall be installed in the buffer yard, unless expressly provided for otherwise in this UDO:
 - 1. A minimum of one (1) 1.25-inch caliper non-canopy tree per fifteen (15) linear feet of landscaping buffer. The Administrator may allow the substitution of a minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer for the non-canopy tree requirement, or may require the substitution to mitigate potential negative impacts of a development; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- c. All buffer yard landscaping areas not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment in accordance with Section 12-7.6.C.3, Landscaping and Tree Protection.
- d. Fifty (50) percent of all required shrubs within the buffer yard shall be evergreen.
- e. Plant materials shall show a variety of texture, color, shape, and other characteristics. Recommended buffer materials can be found in the College Station Plant List or in those listed as appropriate for Zone 8 on the USDA Hardiness Zone Map.
- f. The arrangement of trees and shrubs in the buffer area shall be done in a manner that provides a visual separation between abutting land uses. Shrubs shall be massed in rows or groups to achieve the maximum screening effect.
- g. Irrigation is required for all new plantings.
- h. Existing vegetation may count toward the planting requirement if:
 - 1. The vegetation is in good health and the landscaping plan verifies that it will meet the plantings criteria listed above (non-point trees may count towards a natural buffer); and
 - 2. The vegetation is protected in accordance with Section 12-7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
- i. Plantings will not be allowed to encroach into a required visibility triangle for a public or private right-of-way except as provided for in Section 12-7.2.C, Visibility at all Intersections in All Districts.

3. Fences and Walls.

- a. Fences may be solid wood or solid wood accented by masonry, stone, EFIS (Exterior Finish Insulation System), or concrete columns. Walls may be masonry, stone, EFIS, concrete, or a combination of these materials, and shall be finished on both sides (framing not visible). Walls and masonry columns for fences must meet the footing standards prescribed by the Building Code for such structures.
- b. Fences and walls shall be a minimum of six (6) feet in height and a maximum of eight (8) feet. Walls over six (6) feet must obtain a building permit. When the adjacent property and the buffer yard are at different elevations, the Administrator may require a greater fence or wall height to ensure adequate buffering.
- c. Fences and walls shall be placed within one (1) foot of the common boundary line when physically possible. In the event that there is a physical constraint that will not allow the construction of a fence on the common boundary line (including, but not limited to, the existence of a creek, access easement, or existing vegetation), the Administrator may authorize an alternative fence location.
- d. Fences or walls will not be allowed to encroach into a required visibility triangle for a public or private right-of-way.

4. Substitutions.

- a. Existing natural vegetation may be used in lieu of plantings and a fence or wall under the following circumstances:
 1. The existing vegetation consists of canopy and non-canopy trees which are shown through a tree survey to meet the minimum buffer planting requirements (non-point trees may be considered) and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet; and
 2. The vegetation is protected in accordance with Section 12-7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
- b. Fences and walls may be substituted with a solid plant or hedge wall that is greater than six (6) feet in height with approximately one hundred (100) percent opacity. All shrubs planted for a hedge wall must be a minimum of fifteen (15) gallons each. The solid plant or hedge wall must be evergreen and may not be counted towards meeting the buffer planting requirement.
- c. Fences and walls may be substituted with a landscaped earthen berm if the combination of berm and landscaping is not less than six (6) feet in height from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement. Berms must be a minimum of four (4) feet in height with a maximum slope of 3:1. Berms in excess of six (6) feet in height shall have a maximum slope of 4:1 as measured from the exterior property line.
- d. The required height of fences or walls may be reduced if used in combination with an earthen berm or a landscaped earthen berm if the height of the screening is six (6) feet from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement.
- e. Walls may be substituted with fences if the required buffer yard area and plantings are doubled.
- f. Walls and fences may be omitted if the required buffer yard area and plantings are tripled.

G. Maintenance and Replacement.

1. Upon installation or protection of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required landscape areas and buffers shall be free of garbage and trash, weeds, pests, and disease. Required plant materials that do not remain healthy shall be replaced consistently with these provisions.
2. All landscaping materials and/or fences, walls, or berms shall be maintained by the owner(s) of the property that was required to install such landscaping materials and/or fences, walls, or berms under this Section.
3. Any canopy tree removed or otherwise destroyed by the willful act or negligence of the property owner, tenant, or contractor shall be replaced by a tree of the same or larger caliper.

H. Appeals.

1. Appeals of the terms of this Section, with the exception of Section G, Maintenance and Replacement, shall be to the Design Review Board (DRB).
2. An appeal shall be made within thirty (30) days of the date of the notification of the decision by filing with the Administrator a notice of appeal specifying the grounds thereof.
3. The DRB may authorize on appeal alternative buffer standards for a specific property or a waiver to the Buffer Requirements of this Section when such standards or variance will not be contrary to the public interest where, owing to unique and special conditions not normally found in like areas, a strict enforcement of the provisions of the ordinance by the Administrator would

result in unnecessary hardship, and so that the spirit of this Section shall be observed and substantial justice done.

(Ord. No. [2012-3449](#), Pt. 1(Exh. I), 9-27-2012; Ord. No. [2012-3450](#), Pt. 1(Exh. E), 9-27-2012; Ord. No. [2013-3521](#), Pt. 1(Exh. K), 9-12-2013; Ord. No. [2014-3624](#), Pt. 1(Exh. M), 12-18-2014; Ord. No. [2016-3792](#), Pt. 1(Exh. E), 7-28-2016)

Sec. 12-7.10. - Non-Residential Architectural Standards.

A. **Purpose** .

The intent of the design standards provided in and related to this section are to:

1. Protect and enhance the character and quality of non-residential buildings and associated site elements in the interest of the general welfare of the City;
2. Establish minimum design parameters for the appearance of non-residential buildings including heightened standards for more visible and prominent areas of the community;
3. Not limit architectural creativity or prescribe a specific architectural style; and
4. Provide a balance between the community's economic and aesthetic concerns.

B. **Applicability** .

Except as expressly set forth otherwise herein, the design standards of this section shall apply to development, redevelopment, and façade changes to all non-residential buildings including single tenant buildings, multiple tenant buildings, and any grouping of attached or stand-alone buildings and associated pad sites.

The portions of structures containing non-residential uses located in the MF Multi-Family zoning district shall comply with the Non-Residential design standards of this section.

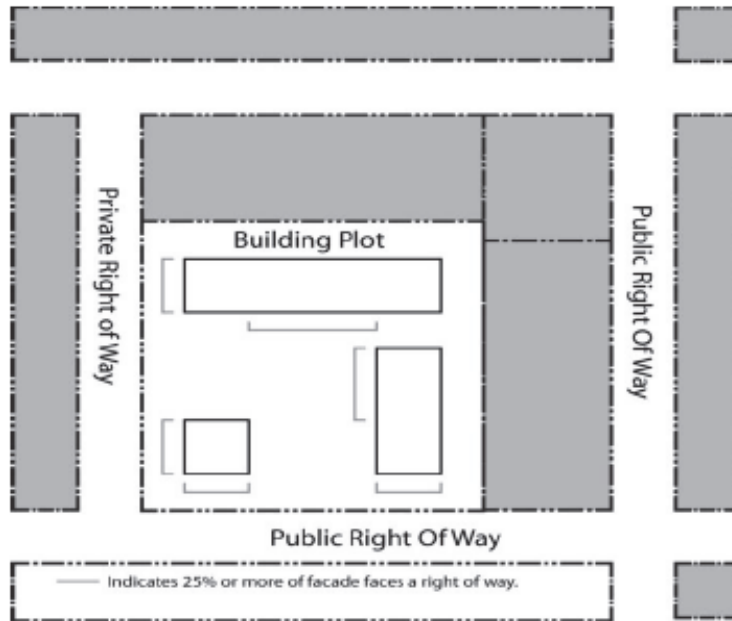
The following are exempt from this section of the UDO as defined below:

1. **BP Business Park** . Any building located within BP Business Park districts is required to comply with this section if it is along the periphery of the zoning district. All other interior buildings located within BP Business Park districts are exempt from this section.
2. **Districts** . Uses located within the following districts are exempt from this section: BPI Business Park Industrial, M-1 Light Industrial, M-2 Heavy Industrial, R&D Research & Development, NG-1 Core Northgate, NG-2 Transitional Northgate, and NG-3 Residential Northgate.
3. **Uses** . The following uses are exempt from this section: Churches; Primary & Secondary Educational Facilities; Municipal Industrial facilities; and private utility buildings that are screened from public or private rights-of-way and adjacent properties.
4. **Types of Structures** . The following structures are exempt from the other provisions of this section: Freestanding structures such as pavilions, canopies, gazebos, ATM machines, etc. that are unenclosed buildings and do not have walls. Unenclosed structures that are attached or functionally appear part of an enclosed building are to be integrated with and meet the requirements associated with the building.

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 .

For all properties zoned SC Suburban Commercial and WC Wellborn Commercial, the following screening requirements apply:

- 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. 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; or
 - 10) Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be 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;~~or~~

13) Canopies, permanent decorative awnings, or windows accompanied by overhangs that exceed eighteen (18) inches for SC Suburban Commercial zoning only;

14) Pitched roof or peaked parapet roof if it gives the appearance of a pitched roof from all sides and has a minimum roof slope of 4:12 for SC Suburban Commercial zoning only; or

15) Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.

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;
- 13) Chimneys or cupolas; or
- 14) Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.

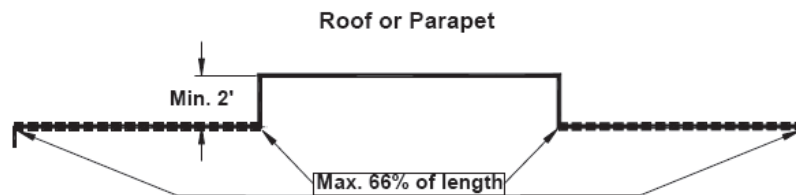
d. **Other Mass and Design Requirements .**

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 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%

D. Alternative Compliance Permitted.

The Design Review Board (DRB) may authorize variation to the overall requirements of the Non-Residential Architectural Standards through application from a licensed architect for an alternative compliance approval that would allow innovative or visually interesting design or to address unique circumstances not otherwise permitted through strict adherence to this section. Such requests must show reasonable evidence that the purposes of the requirements as set forth in this section were maintained and the additional design flexibility afforded does not provide a means to permit design of lesser quality.

E. Waivers and Appeals.

The Design Review Board (DRB) shall review requests for deviations from the Non-Residential Architectural Standards. The DRB shall approve waivers or appeals found meeting the intent and general purposes of the standards as it is recognized that unique and unforeseen design circumstances exist in application of the standards. Financial hardship may not be considered in the review or determination of a waiver proposal.

DRB may review and grant approval of the following:

1. Substitutions of building materials if the applicant shows that:
 - a. The building material is a new or innovative material manufactured that has not been previously available to the market or the material is not listed as an allowed or prohibited material herein;
 - b. The material is similar and comparable in quality and appearance to the materials allowed in this Section 12-7.10; or
 - c. The material is an integral part of a themed building (example 50s diner in chrome).
2. Alternate materials on each façade if the applicant shows that:
 - a. The applicant is a franchised and/or chain commercial use to be developed as a single detached building (not integrated into a multi-tenant building);
 - b. The proposed materials are part of its corporate branding; and
 - c. The applicant provides all of the alternative materials schemes the chain or franchise has used.
3. Alternative materials on façade work that does not involve an expansion of an existing building as defined in Chapter 12, Article 9 of the UDO or constitute redevelopment if the applicant shows that:
 - a. The materials allowed in this section cannot be utilized without a structural alteration(s) to the existing building;
 - b. A licensed professional engineer or architect verifies in writing that a structural alteration is required to apply the permitted façade materials to the building; and
 - c. The DRB may grant a variance of up to one hundred (100) percent from the façade articulation or roofline standards herein if the applicant shows that it is not financially or structurally feasible.
4. Alternatives to the options for required screening of mechanical equipment.
5. Alternatives to the design elements available to provide architectural relief.
6. Relief from the building orientation and access for buildings in MU Mixed-Use districts when physical characteristics limit the site or provide unique orientation and access opportunities.

7. Reduction in the percentage of required building transparency for the rehabilitation or expansion of existing buildings in MU Mixed-Use districts if it can be proven by the applicant that inherent site characteristics constrain the proposed project from meeting the transparency requirement.

F. Submittal Requirements.

When the non-residential architectural standards are applicable, submitted building elevations shall include the following:

1. Scaled building elevations for each façade, depicting the following:
 - a. Required architectural relief and other design elements; and
 - b. Location of building materials.
2. Accurate building footprint(s) and general orientation of the building façades in relation to adjacent rights-of-way, public ways, and properties;
3. Sample building material details as required by the Administrator; and
4. Table of vertical square footage and percentage of building materials for each façade.

(Ord. No. [2012-3449](#), Pt. 1(Exh. I), 9-27-2012; Ord. No. [2012-3450](#), Pt. 1(Exh. E), 9-27-2012; Ord. No. [2014-3624](#), Pt. 1(Exh. O), 12-18-2014; Ord. No. [2015-3663](#), Pt. 1(Exh. H), 5-28-2015; Ord. No. [2016-3792](#), Pt. 1(Exh. E), 7-28-2016)

Sec. 12-7.11. - Outdoor Lighting Standards.

It is recognized that no design can eliminate all ambient light from being reflected or otherwise being visible from any given development; however, the following requirements shall be followed to the fullest extent possible in order to limit nuisances associated with lighting and resulting glare.

A. **Applicability.**

All lighting within developments shall meet the requirements of this Section, except that single-family residential, duplexes, Primary & Secondary Educational Facilities containing a building with a Group "E" occupancy as defined in the International Building Code, athletic fields, and lighting not visible from the perimeter of a development are exempted.

B. **Site Lighting Design Requirements.**

1. **Fixture (luminaire).**

The light source shall not project below an opaque housing. No fixture shall directly project light horizontally.

2. **Light Source (lamp).**

Only incandescent, florescent, metal halide, mercury vapor, or color corrected high-pressure sodium may be used. The same type must be used for the same or similar types of lighting on any one (1) site throughout any master-planned development.

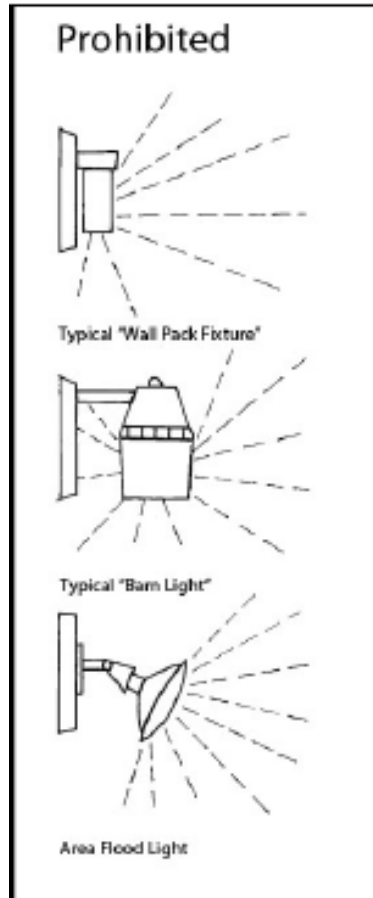
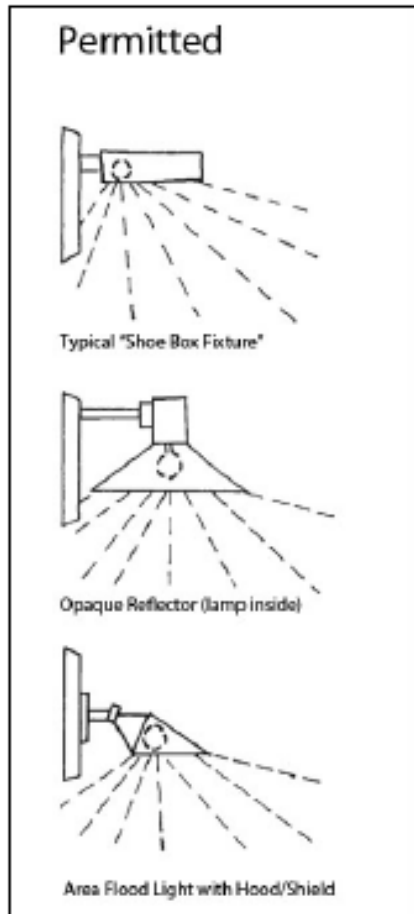
3. **Mounting.**

Fixtures shall be mounted in such a manner that the projected cone of light does not cross any property line.

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, site and building lighting may not be located within required buffer areas or within required building setbacks adjacent to single-family use or zoning district, except when pedestrian walkways or trails are provided.
4. 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
54. 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.



Per Ordinance No. 3280 (September 9, 2010)

(Ord. No. [2012-3449](#), Pt. 1(Exh. I), 9-27-2012; Ord. No. [2012-3450](#), Pt. 1(Exh. E), 9-27-2012;
Ord. No. [2016-3792](#), Pt. 1(Exh. E), 7-28-2016)

Sec. 12-11.2. - Defined Terms.

For the purpose of this UDO, certain words as used herein are defined as follows:

Accessory Use or Structure, or Building:

- (1) A building, structure, or use which is subordinate to and serves a primary use or principal structure;
- (2) A building, structure, or use which is subordinate in area, extent, or purpose to the primary use served;
- (3) A building, structure, or use which contributes to the comfort, convenience, or necessity of occupants of the primary use served;
- (4) A building, structure, or use which is located within the same zoning district as the primary use; and
- (5) A building, structure, or use which in residential districts is not used for commercial purposes other than legitimate home occupations, and is not rented to other than bona fide servants employed on the premises and members of the family of the occupant(s) of the principal structure.

Examples of accessory buildings, structures, or uses include, but are not limited to, private garages, greenhouses, living quarters for family or servants, tool sheds, radio or television antennae, or bathhouses. Persons are related within the meaning of this section if they are related within the second degree of consanguinity or affinity.

Access Way: An Access Way consists of a minimum fifteen-foot wide public access easement or public right-of-way. A minimum five-foot sidewalk shall be constructed in the center of the Access Way, except where the Access Way provides connection to a multi-use path, a minimum eight-foot sidewalk shall be provided.

Per Ordinance No. 2011-3308 (January 13, 2011)

Administrator: The Development Services Director, or his designee, shall serve as the Administrator.

Adult Arcade: Any business enterprise that offers or maintains one (1) or more adult video viewing booths.

Adult Cabaret: Any business enterprise which regularly features or offers to the public, customers, or members, performances by persons who appear nude or semi-nude, or live performances that are characterized by their emphasis on the exposure, depiction or description of specified anatomical areas, or the conduct or simulation of specified sexual activities.

Adult Motel: A hotel, motel, or similar commercial establishment which:

- (1) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas;" or
- (2) Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
- (3) Allows a tenant or occupant of a sleeping room to sub-rent room for a period of time that is less than ten (10) hours.

Adult Movie Theater: Any business enterprise which regularly features or offers to the public the presentation of motion picture films, movies, or sound recordings which are characterized by their

emphasis on the description or depiction of specified anatomical areas or specified sexual activities and which are presented to a common audience of more than five (5) persons in an enclosed common area or are presented in a common area of more than one hundred fifty (150) square feet.

Adult Retail Store: A business enterprise which meets any of the following tests:

- (1) Offers for sale or rental items from any two (2) of the following categories:
 - (a) Sexually-oriented materials;
 - (b) Lingerie; or
 - (c) Leather goods which are marketed or presented in a context to suggest their use in connection with specified sexual activities;
- (2) Offers for sale sexually-oriented toys and novelties, except a business enterprise which devotes less than ten (10) percent of its stock in trade and sales and display area to sexually-oriented materials, with all sexually-oriented toys and novelties separated from other sales and display areas by an opaque wall at least eight (8) feet in height with a management-controlled system of access to ensure that only persons over the age of eighteen (18) years are allowed to enter the area;
- (3) Devotes more than ten (10) percent of its stock in trade or sales and display area to sexually-oriented materials without having all sexually-oriented materials separated from other sales and display areas by an opaque wall at least eight (8) feet in height with a management-controlled system of access to ensure that only persons over the age of eighteen (18) years are allowed to enter the area;
- (4) Devotes more than forty (40) percent of its stock in trade or sales and display area to sexually-oriented materials; or
- (5) Advertises or holds itself out in signage visible from the public right-of-way as "X...", "adult," "sex," or otherwise as a sexually-oriented business.

Adult Retail Store, Limited: Any business enterprise which offers for sale or rental sexually-oriented materials, and which devotes at least ten (10) percent and not more than forty (40) percent of its stock in trade or sales and display area to sexually-oriented materials, provided that:

- (1) The following items are not also offered for sale:
 - (a) Lingerie; or
 - (b) Leather goods which are marketed or presented in a context to suggest their use in connection with specified sexual activities;
- (2) All sexually-oriented materials are separated from other sales and display areas by an opaque wall at least eight (8) feet in height with a management-controlled system of access to ensure that only persons over the age of eighteen (18) years are allowed to enter the area; and
- (3) The business enterprise does not advertise or hold itself out in signage visible from the public right-of-way as "X...", "adult," "sex" or otherwise as a sexually-oriented business.

Adult Theater: A theater, concert hall, auditorium, or similar commercial establishment which regularly features persons who appear in a state of nudity, or live performances which are distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

Adult Video Viewing Booth: Coin or slug-operated, or electronically or mechanically controlled, still or motion-picture machines, projectors or other image-producing devices which present to five (5) or fewer persons per machine at any one (1) time visual or audio material of any kind which is characterized by its emphasis on the description or depiction of specified anatomical areas or specified sexual activities. No part of this definition shall be construed to permit more than one (1) person to occupy an adult video viewing booth at any time.

Alley: A minor public way which provides a secondary means of vehicular access to the abutting property otherwise served from a public street.

Alternative Mounting Structure: Any building or structure, other than a tower, which can be used for the location of telecommunication antennas and facilities. Antennas located on these structures may include Attached WTFs or Stealth Antenna.

Animal Care Facilities: A place where animals are boarded and/or bred, including, but not limited to, stables and kennels.

Antenna: Any system of poles, panels, rods, reflecting discs, or similar devices used for the transmission or reception of radio frequency signals.

- (1) **Omni-Directional Antenna ("Whip" Antenna):** transmits and receives radio frequency signals in a three hundred sixty-degree radial pattern.
- (2) **The Directional Antenna ("Panel" Antenna):** transmits and receives radio frequency signals in a specific directional pattern of less than three hundred sixty (360) degrees.
- (3) **The Parabolic Antenna ("Dish" Antenna):** is a bowl-shaped device for the reception and/or transmission of radio frequency signals in a specific directional pattern.

Apartment Building: See "Multi-family Dwelling".

Appeal: An appeal is a request for a review of the Administrator, or other administrative official's interpretation, of any provisions of this UDO or a request for a variance.

Applicant: An individual seeking an action, a permit, or other approval under the provisions of this UDO.

Area of Special Flood Hazard: The land adjacent to a clearly defined channel within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the Flood Insurance Rate Map (FIRM), Zone A usually is refined into Zones A, AE, AH, AO, A1—99, VO, V1—30, VE, or V.

Art Studio or Gallery: Where objects of art are created or displayed for the public enrichment or where said objects of art are displayed for sale (including, but not limited to, the teaching of photography, painting, sculpturing, and other similar skills) as the primary use of the structure.

Arterial, Major/Minor: See "Street, Arterial."

Assisted Living/Residential Care Facility: A building used or designed for the housing of the aged, and/or mentally or physically handicapped persons who are in need of assistance with activities of daily living and/or health care and/or personal care in a homelike setting and duly licensed by the State of Texas for such purpose.

Attached Wireless Telecommunication Facility: A wireless telecommunication facility that is affixed on an existing structure that is not primarily used for the support or attachment of a wireless telecommunication facility and is not a normal component of such a facility.

Automobile Repair and Service: See "Vehicle Repair and Service Shop."

Automobile Sales and Rental: See "Vehicle Sales and Rental."

Barricade Area For Existing Trees: An area extending in a radius of one (1) foot per caliper inch of tree diameter from the protected tree that prevents intrusion by construction equipment, vehicles, and people, but allows only hand clearing of underbrush.

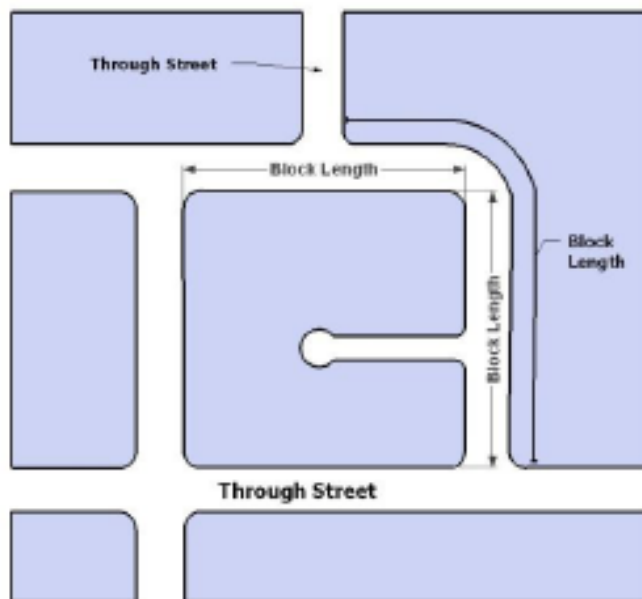
Base Flood: The flood having a one (1) percent chance of being equaled or exceeded in any given year ("The 100-Year Flood").

Bed and Breakfast Inn: A residential structure where two (2) or fewer rooms are rented to transient paying guests on an overnight basis with no more than one (1) meal served daily, where no cooking facilities are provided in the rooms and where the total number of permanent and transient occupants does not exceed four (4) at any one (1) time.

Block: A tract or parcel of designated as such on a duly recorded plat. Blocks are surrounded by streets or a combination of streets and other physical obstructions such as a railroad or 100-year floodplain.

Per Ordinance No. 2011-3308 (January 13, 2011)

Block Length: A measurement of the linear distance of land along a Blockface that is bounded on both ends by public through streets or by a combination of a public through street, Public Way, railroad, or one hundred-year floodplain. As such, gated streets, private streets, culs-de-sac, alleys, private driveways, or Access Ways do not divide land into separate Blockfaces.



Per Ordinance No. 2011-3308 (January 13, 2011)

Block Perimeter: A measurement of the linear distance of land around the outside edge of a block, which is a total of the Blockfaces for each block. For measurement, the point of origin and end point are the same location.

Per Ordinance No. 2011-3308 (January 13, 2011)

Blockface: That portion of a block or tract of land facing the same side of a single street and lying between the closest intersection streets.

Board of Adjustment: The Zoning Board of Adjustment of the City of College Station.

Boarding House: See "Rooming/Boarding House."

Body Rub Parlor: Any business enterprise where body rub services are provided in order to induce relaxation or for other purposes.

Building: A "building" is any structure having a roof supported by columns or walls and built for the support, shelter or enclosure of persons, chattel or movable property of any kind and which is affixed to the land.

Building Coverage: Building coverage refers to the area of a lot covered by buildings (principal and accessory) or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopies, and the first two (2) feet of a roof overhang.

Building Official: The designated "Building Official" of the City of College Station, or his designated representative.

Building Plot or Premises: All of the land within a project, whether one (1) or more lots, developed according to a common plan or design for similar or compatible uses, that may have shared access or parking, and that singularly or in phases is treated as such for site plan review purposes. The determination of the boundaries of a building plot shall be made as the first step in the site plan or project review, unless such determination has previously been made at the time of plat approval. For development not subject to site plan review, the building plot or premises shall be the exterior boundary of any included lots, in the event that the structure sits astride two (2) or more lots. In the event that two (2) or more lots are under single ownership and the structure does not meet the required side yard setback, both lots shall be considered the building plot or premises. Demolished sites located in larger parking lots that may not have previously been considered part of a larger building plot, will be considered part of the plot if access is shared with the site.

Bulb Out : Extension of the curb line to physically narrow a street. Allows for delineation of on-street parking and reduces distance of pedestrian crossing.

Bulk Storage Tank: A container for the storing of chemicals, petroleum products, grains, and other materials for subsequent resale to distributors or retail dealers or outlets.

Business Development Corporation: Shall mean the College Station Business Development Corporation, Inc. This corporation is the non-profit corporation created by the City to promote, assist, and enhance economic development in the City of College Station.

Caliper: This shall mean the width of the trunk of a tree and shall be measured at twelve (12) inches above grade.

Canopy Tree: See "Tree, Canopy."

Carport: A structure which has enclosing walls for less than fifty (50) percent of its perimeter covered with a roof and constructed specifically for the storage of one (1) or more motor vehicles.

Car Wash: A place containing facilities for washing automobiles which may include the automatic or semiautomatic application of cleaner, brushes, rinse water, and heat for drying.

Certificate of Compliance: A letter signed by the Development Engineer indicating compliance with all plans and specifications applicable to the subject project and completion of all stormwater management and soil erosion protection measures.

Chief of Police: The Chief of Police of the City of College Station.

Church or Place of Religious Worship: A building in which persons regularly assemble to worship, intended primarily for purposes connected with faith or for propagating a particular form of religious belief.

City: The City of College Station, Texas.

City Attorney: The "City Attorney" of the City of College Station.

City Council: The duly and constitutionally-elected governing body of the City of College Station, Texas.

City Engineer: The person employed as City Engineer of the City of College Station, Texas, or his designee.

City Manager: The "City Manager" of the City of College Station.

Classification Amendment: An amending zoning ordinance which pertains to the rezoning of a particular parcel or parcels of land, as distinguished from a change in the provisions of the ordinance relevant and pertaining to the entire City.

Clinic: A facility operated by one (1) or more physicians, dentists, chiropractors, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis.

Cold Storage Plant: A commercial establishment where foods or other commodities are stored either in lockers, rented or leased, or in vaults in bulk for distribution to the home or other commercial businesses. No slaughtering of animals or fowl is allowed on the premises.

Collocation: When more than one (1) wireless telecommunications provider shares a wireless telecommunications support structure.

Commercial Garden: The retail or wholesale handling of any article, substance, or commodity related to the planting, maintenance, or harvesting of garden plants, shrubs, trees, packaged fertilizers, soils, chemicals, or other nursery goods and related products.

Commercial Greenhouse: A structure or location where plants, vegetable, flowers, and similar materials are grown for sale.

Commercial Amusements: Any enterprise whose main purpose is to provide the general public with an amusing or entertaining activity, where tickets are sold or fees collected at the gates of the activity. Commercial amusements include zoos, carnivals, expositions, miniature golf courses, arcades, fairs, exhibitions, athletic contests, rodeos, tent shows, Ferris wheels, children's rides, roller coasters, skating rinks, ice rinks, traveling shows, bowling alleys, indoor shooting ranges, and similar enterprises. Sexually-oriented Businesses and Nightclubs are excluded from this definition.

Commission: The Planning and Zoning Commission of the City of College Station, Texas.

Common Open Space: A parcel or parcels of land or an area of water, or a combination of land and water within a development site provided and made legally available for the use and enjoyment of residents of a proposed project.

Common Property: A parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are legally shared by the owners and occupants of the individual building sites in a Planned Unit.

Community Services: See "Public Uses."

Comprehensive Plan: The City of College Station's Comprehensive Plan supplemented by any other land use, thoroughfare or master plans as approved by City Council as adopted or amended from time-to-time.

Concept Plan: A written and graphic plan submitted for consideration of a Planned Development District or a Planned Mixed-Use District that indicates in a conceptual form, the proposed land uses and their overall impact on the subject land and surrounding lands.

Conditional Use: A use which may be permitted or denied in a district, on a case-by-case basis, subject to meeting certain conditions or procedures set forth in, or imposed under, this UDO.

Conservation Study: Study of existing conditions used for a Neighborhood Conservation Overlay. The items evaluated in a Conservation Study are chosen by the Neighborhood Stakeholder Committee and reflect the individual concern of the neighborhood for additional regulation.

Construction Plans: The construction documents required to accompany the final plat according to this UDO of the City of College Station, or the building and site plans required for the issuance of a Building Permit by the City of College Station.

Co-op Housing: A building under joint occupancy that provides group sleeping accommodations for more than four (4) persons per household, where each unit may be equipped for food preparation and where some common facilities (e.g., living areas, bathrooms, dining areas) serve all units within that building.

Corner Lot: A lot abutting upon two (2) or more streets at their intersections.

Country Club: Land area and buildings containing golf courses or other recreational facilities, a clubhouse, and customary accessory uses, open to members and their guests.

Cross Gable: Two (2) perpendicular gable roofs.

Cul-de-Sac: A street having but one (1) outlet to another street and terminating on the other end in a vehicular turnaround.

Cupola: A small dome and the shaft that supports it; sits on top of a building. (Example shown)



Day Care - Commercial: Any facility or premises where a total of seven (7) or more children under sixteen (16) years of age, and/or elderly adults, regularly attend for purposes of custody, care, or instruction; and which children or elderly adults are not members of the immediate nuclear family of any natural person actually operating the facility or premises.

Day Care - In-Home: Any private residence where a total of six (6) or fewer persons regularly attend for purposes of custody, care, or instruction; and which persons are not members of the immediate nuclear family living in the residence. Nothing in this definition shall conflict with the provisions of Chapter 123 of the Texas Human Resources Code.

Density: The number of dwelling units per gross acre.

Detention: The temporary storage and controlled release of stormwater flows.

Development: Any manmade change to improved or unimproved real estate that requires a permit or approval from any agency of the City or County, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, clearing, drilling operations, storage of materials, or the subdivision of property. Routine repair and maintenance activities are exempted.

Development Engineer: The Senior Assistant City Engineer assigned to the City's Planning and Development Services Department and designated as the Development Engineer.

Direct-To-Home Services: The distribution, broadcasting, or programming of services by satellite directly to the subscriber's premises without use of ground receiving or distribution equipment, except at the subscriber's premises or in the uplink process to the satellite; examples are direct broadcast satellites (DBS), multi-channel multipoint distribution (MMDS), and television broadcast stations (TVBS).

Dormer: Projecting framed structure set vertically on the rafters of a pitched roof, with its own roof (pitched or flat), sides, and a window set vertically in the front.

Dormitory (dorm) : A residential structure designed for the exclusive purpose of housing students of a university, college, school, church, or non-profit organization, excepting resident staff, but which does not include complete, independent living facilities, including cooking, in each dwelling unit. Common kitchen facilities and / or gathering rooms for social purposes may also be provided.

Drainage Area: That area, measured in a horizontal plane, which contributes stormwater flows by gravity flow along natural or man-made pathways to a single designated point along a pathway.

Drainage Easement: An interest in land granted to others for maintenance of a drainage facility, on which certain uses are prohibited; and providing for the entry and operation of machinery and vehicles for maintenance.

Drainage Facility: Any element necessary to convey stormwater flows from its initial contact with earth to its disposition in an existing watercourse; said drainage facilities shall consist of both public and private storm sewers (closed conduits), streets, improved channels constructed in conformity with the adopted Bryan/College Station Unified Design Guidelines, Technical Specifications and Standard Details, unimproved drainageways left in their natural condition, areas covered by drainage easements for the purpose of providing concentrated or overland sheet flow, and all appurtenances to the foregoing, including inlets, manholes, junction boxes, headwalls, energy dissipaters, culverts, etc.

Drainage System, Primary: The system of natural watercourses, improved or channelized watercourses; and all closed conduits, culverts, bridges, detention facilities, and retention facilities associated with the watercourses; all of which are shown or indicated in the Bryan/College Station Unified Design Guidelines, Technical Specifications and Standard Details.

Drainage System, Secondary: The system of conveyance of rainfall from the point that it becomes concentrated flow to the point where it reaches the primary drainage system. This system includes all swales, ditches, minor channels, streets, gutters, inlets, culverts, detention or retention facilities, or other means of conveyance of stormwater flows.

Drip Molding: A horizontal molding placed over an exterior door or window frame to divert rainwater.



Drive-thru: A building opening, including windows, doors, or mechanical devices, designed and intended to be used to provide for sales to and/or service to patrons who remain in their vehicles.

Duplex Dwelling: A residential structure providing complete, independent living facilities for two (2) separate families, including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit.

Dwelling Unit (DU): A residential unit providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating, and sanitation.

Earth Change: A manmade change in the natural cover or topography of land, including cutting or filling activities, which may result in or contribute to soil erosion or sedimentation.

Easement: A grant of reservation by the owner of land for the use of such land by others for a specific purpose or purposes, and which must be included in the conveyance of land affected by such easement.

Easement, Maintenance: A private easement that is dedicated by plat specifically for zero lot line construction in a single-family residential development. Maintenance easements shall be a minimum of seven and one-half (7.5) feet in width.

Educational Facility, Instruction Indoor: Any facility or premises regularly attended by one (1) or more persons for the purpose of instruction. All instruction and activity must be fully contained within the building. Such types of instruction include classes in acting, art, dance, music, photography, and martial arts.

Educational Facility, Instruction Outdoor: Any facility or premises regularly attended by one (1) or more persons for the purpose of instruction. Activities are allowed outside of a building.

Educational Facility, Primary and Secondary: Any public or private school licensed by the State which is designed, constructed, or used for education or instruction of students below the age of twenty (20). Auxiliary uses to these schools are included herein.

Per Ordinance No. 3280 (September 9, 2010)

Educational Facility, Tutoring: Any facility or premises regularly attended by one (1) or more persons for the purpose of instruction. All instruction and activity must be fully contained within a building.

Educational Facility, Vocational/Trade: Any public or private secondary or higher education facility primarily teaching usable skills that prepare students for jobs in a trade and meeting the state requirements as a vocational facility. All instruction and activity must be fully contained within the building.

Educational Facility, College/University: A college or university authorized by the State to award degrees.

Elevation: The vertical distance from a datum, usually the NGVD, to a point or object. If the elevation of point A is eight hundred two and forty-six hundredths (802.46) feet, the point is eight hundred two and forty-six hundredths (802.46) feet, above some datum.

Encroachment: An intrusion, obstruction, or other infringement on an area reserved for a specific purpose such as an easement or floodway.

Engineer: A person duly authorized and licensed under the provisions of the Texas Engineering Registration Act, to practice the profession of engineering.

Enhanced Paving: Earth toned (not gray) decorative pavers, stamped concrete, or dyed concrete.

Entry Portico: Covered ambulatory consisting of a series of columns placed at regular intervals supporting a roof, normally attached as a colonnaded; porch to a building. (Example shown)



Erosion: The process whereby the surface of the earth is broken up and carried away by the action of wind, water, gravity, ice, or a combination thereof.

Escort: A person who, for consideration as part of a business enterprise, agrees, offers to, or models lingerie, performs a striptease, or performs nude or semi-nude for another person at a location other than a sexually-oriented business.

Escort Agency: A person or business enterprise that furnishes, offers to furnish, or advertises to furnish, for consideration, escorts who perform any escort services in the City. An escort agency that advertises or holds itself out in signage visible from the public right-of-way as "X...", "adult", or "sex" shall be considered an "Adult Retail Store."

Excavation: Any act by which soil or rock is cut into, dug, quarried, uncovered, removed, displaced, or relocated purposely by man and shall be taken to include the conditions resulting therefrom.

Existing Construction: Structures for which the "start of construction" commenced before the effective date of the FIRM. "Existing construction" may also be referred to as "existing structures."

Existing Development: Any development as defined above which existed or was permitted prior to the date on which this UDO became effective.

Existing Tree: Any self supporting woody plant, with one (1) or more well-defined trunks, two (2) inches in diameter or greater at one (1) foot above the ground.

Extended Care Facility, Convalescent Home, or Nursing Home: A building, or portion thereof, used or designed for the housing of the aged, and/or mentally or physically handicapped persons who are under daily medical, psychological, or therapeutic care; provided that this definition shall not include rooms in any residential dwelling, hotel, or apartment hotel not ordinarily intended to be occupied by said persons.

Exterior Side Yard: A yard that faces and is parallel to a side street.

Extraterritorial Jurisdiction: Within the terms of the Texas Municipal Annexation Act, the unincorporated area, not a part of any other city, which is contiguous to the corporate limits of the City of College Station, the outer boundaries of which are measured from the extremities of the corporate limits of the City, outward for such distances as may be stipulated in the Texas Municipal Annexation Act, in which area, within the terms of the act, the City may enjoin the violation of its subdivision control provisions.

Façade: The exterior face of a building.

Façade Work: The removal, or replacement, substitution or change of any material or architectural element on the exterior face of a building, which includes, but is not limited to, painting, material change, awning or canopy replacement, signage, or other permanent visible façade treatment.

Family: A family is one (1) or more persons occupying a single dwelling unit, provided that unless all members are related by (1) blood, (2) adoption, (3) guardianship, (4) marriage, or (5) are part of a group home for disabled persons, no such family shall contain more than four (4) persons.

Federal Emergency Management Agency (FEMA): An agency of the Federal Insurance Administration which administers the National Flood Insurance Program.

Feeder Line: Any line, wire, or cable and appurtenances which distributes, transmits, or delivers a utility service from a source to a general area or to multiple developments, and not to a specific end user.

Field Size: That portion of a driving range property measured from the tee boxes to the end of the driving range area of the site.

Filed: The point at which an application has been determined to be complete and all required fees have been paid.

Flood or Flooding: A temporary rise in the level of water that results in inundation of areas not ordinarily covered by water from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM): An official map of a community, issued by the Federal Insurance Administration, where the areas within the boundaries of special flood hazards have been designated.

Flood Insurance Rate Map (FIRM): An official map of a community, on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study: The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, the water surface elevation of the base flood, as well as the Flood Hazard Boundary Floodway Map.

Floodplain or Flood-Prone Area: Any land susceptible to being inundated by water from any source (see definition of flooding).

Flood Protection System: Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to "special flood hazard" and the extent of the depths of associated flooding. Such systems typically include hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway, Zero-Rise: The channel of a stream and that portion of the adjoining floodplain which is necessary to contain and discharge the base flood flow without any measurable increase in flood height. A measurable increase in base flood height means a calculated upward rise in the base flood elevation, equal to or greater than .01 foot, resulting from a comparison of existing conditions and changed conditions directly attributable to development in the floodplain. This definition is broader than that of the FEMA floodway, but always includes the FEMA floodway. The boundaries of the one hundred-year floodplain are considered the boundaries of the zero-rise floodway unless otherwise delineated by a sensitive area special study.

Floodway Fringe: That part of the base floodplain outside the floodway.

Floor Area Ratio: Floor Area Ratio (FAR) is a non-residential land use intensity measure analogous to density. It is the sum of the areas of several floors of a building compared to the total area of the site.

Fraternity or Sorority: An organization of university students formed chiefly to promote friendship and welfare among the members.

Fraternal Lodge: A structure where a group of people meet who are organized for a common interest, usually cultural, religious, or entertainment with regular meetings, rituals, and formal written membership.

Garage, Commercial: Any premises or structure with enclosed work area for servicing and repair of four (4) or more standard size automobiles or light (standard size) trucks, or for one (1) or more vehicles of larger size, or where any number of vehicles are kept for remuneration, hire or sale, and where motor vehicle fuels and supplies may be sold as a secondary use.

Gated Community: A residential area requiring mandatory membership in a Homeowners Association (HOA) and having its primary means of access controlled by an electric or manual gate administered by the HOA.

Government Facilities: A building or structure owned, operated, or occupied by a governmental agency to provide a governmental service to the public.

Grading: Any act by which soil is cleared, stripped, stockpiled, excavated, scarified, filled, or any combination thereof.

Greenway: A linear open space that follows natural features like the floodplains of creeks and rivers or human-made features such as utility, road, or rail corridors.

Greenway - Rural: The least developed Greenway typically located on the periphery of the developed community. This Greenway exists mostly in a natural state with the primary functions being flood control, wildlife protection, and aesthetic value. This Greenway is defined by the entire width of the floodplain.

Greenway - Suburban: These are the greenways located in the developing portions of the community. The primary functions served by this Greenway are flood control, recreation, transportation, and economic and aesthetic purposes.

Greenway - Urban: The most highly developed Greenway located in fully developed areas of the community. The primary functions served by this greenway are flood control, recreation, transportation, and economic and aesthetic purposes.

Greenways Manager: The "Greenways Manager" of the City of College Station.

Groundcover: A spreading plant including sods and grasses less than eighteen (18) inches in height.

Group Home: A home serving six (6) or fewer mentally or physically handicapped persons provided the home provides care on a twenty-four-hour basis and is approved or licensed by the State for that purpose. A group home shall be considered a single-family home and is defined pursuant to Chapter 123 of the Human Resources Code.

Health Care Facility: A facility or institution, whether public or private, principally engaged in providing services for health maintenance, diagnosis or treatment of disease, pain, injury, or deformity of physical conditions. This definition does not include a medical clinic or hospital as defined herein.

Health Club/Sports Facility: A building designed and equipped for the conduct of sports, or exercise, or other customary and usual recreational activities, operated for profit or not for profit and which is open only to members and guests of the club or facility.

Height: The vertical distance from the established grade at the center of the front of the structure to the highest point of the roof surface if a flat roof, to the deck line for mansard roofs, and to the mean height level between eaves and ridge for gabled, hip, and gambrel roofs.

Historic Preservation Easement: An easement that protects a significant historic, archaeological, or cultural resource. It provides assurance that a property's intrinsic values will be preserved through future ownership. A building, portion of a building (such as the façade), or a bridge, dam, or any other kind of structure may qualify. A Historic Preservation Easement may also protect a historic landscape, battlefield, traditional cultural place, or archaeological site.

Historic Preservation Overlay District definitions (applicable only in reference to Historic Preservation Overlay district):

Association: Link of a property that contributes to a Historic Preservation Overlay District with a historic event, activity, or person. Also, the quality of integrity through which a property is linked to a particular past time and place.

Contributing Resource: A building, site, structure or object in a Historic Preservation Overlay District that supports the District's historical significance through Location, Design, Setting, Materials, Workmanship, Feeling, or Association.

Design: Quality of integrity applying to the elements that create the physical form, plan, space, structure, and style of a property.

Feeling: Quality of integrity through which a property that contributes to a Historic Preservation Overlay District evokes the aesthetic or historic sense of past time and place.

Integrity: Authenticity of a property's historic identity, evidenced by the survival of physical characteristics that existed during the property's historic or prehistoric period.

Location: Quality of integrity retained by a property that contributes to a Historic Preservation Overlay District historic property existing in the same place as it did during the period of significance.

Materials: Quality of integrity applying to the physical elements that were combined or deposited in a particular pattern or configuration to form a property that contributes to a Historic Preservation Overlay District.

Non-Contributing Resource: A building, site, structure, or object in a Historic Preservation Overlay District that does not support the District's historical significance through Location, Design, Setting, Materials, Workmanship, Feeling, or Association.

Setting: Quality of integrity applying to the physical environment of a property that contributes to a Historic Preservation Overlay District.

Workmanship: Quality of integrity applying to the physical evidence of the crafts of a particular culture, people, or artisan.

Home Occupation: An occupation, profession, activity, or use that is clearly a customary, incidental, and secondary use of a residential dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood.

Home Tour Event: Real estate events such as open houses and Parade of Homes, as well as the touring of occupied residences for the entertainment of a targeted audience such as the Women's Club Home and Garden Tour.

Hospital or Sanitarium: A building, or portion thereof, used or designed for the medical or surgical treatment of the sick, mentally ill, or injured persons, primarily on an inpatient basis, and including as an integral part, related facilities such as laboratories, outpatient facilities, or training facilities; provided that this definition shall not include rooms in any residential dwelling, hotel, or apartment hotel not ordinarily intended to be occupied by said persons.

Hotel/Motel/Extended Stay Facility: A building, or group of buildings, used or intended to be used as living quarters for transient guests, but not excluding permanent guests, and may include a café, drugstore, clothes pressing shop, barber shop, or other service facilities for the guests for compensation. A transient guest is any visitor or person who owns, rents, or uses a lodging or dwelling unit, or a portion thereof, for less than thirty (30) days and whose permanent address for legal purposes is not the lodging or dwelling unit occupied by the visitor.

Impervious Surface: Impervious surface is a measure of land use intensity and is the proportion of a site occupied by impervious surfaces including, but not limited to, buildings, sidewalks, drives, and parking.

Industrial, Light: A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

Industrial, Heavy: A use engaged in the basic processing and manufacturing of materials or products or parts, predominantly from extracted raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

Industrial, Municipal: A municipal use or structure that serves a public need and is primarily engaged in the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, electricity, information, and telecommunication, including structures associated with private utilities; research and laboratory activities; warehousing and distribution; bulk storage facilities operation; storage and maintenance of service vehicles; cleaning of equipment; solid waste management; municipal recycling; public works yards, container storage; or similar activity. Ordinarily these areas have low parking turn-over, few pedestrians, but a large amount of truck traffic.

Per Ordinance No. 3236 (February 25, 2010)

Irrigation System: A permanent, artificial watering system designed to transport and distribute water to plants.

Land Use: A use of land which may result in an earth change, including, but not limited to, subdivision, residential, commercial, industrial, recreational, or other development, private and public highway, road and street construction, drainage construction, logging operations, agricultural practices, oil and gas exploration, exploitation, extraction and mining.

Lateral Line: Any line, wire, or cable and appurtenances used to distribute, transmit, or deliver service from a feeder line to two (2) or more sites or end users of the utility service within a specific development.

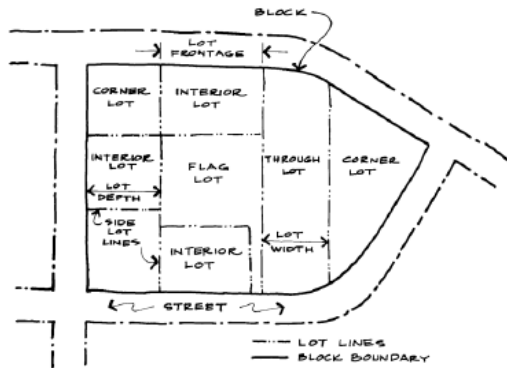
Levee: A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System: A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practice.

Live-Work Unit: A dwelling unit in which a significant portion of the space includes a non-residential use that is operated by the tenant.

Location: Quality of integrity retained by a property that contributes to a Historic Preservation Overlay District historic property existing in the same place as it did during the period of significance.

Lot: The physical and undivided tract or parcel of land as shown on a duly recorded plat. The following represent the various platted lot types:



- (1) **Corner Lot:** A lot located at the intersection of and abutting upon two (2) or more streets.
- (2) **Double Frontage or Through Lot:** A lot, other than a corner lot, which has frontage on more than one (1) street.
- (3) **Flag Lot:** A lot not fronting on or abutting a public road and where access to the public road is by a narrow, private right-of-way.
- (4) **Interior Lot:** A lot other than a corner lot.

Lot Area: The horizontal land area within lot lines, excluding any wetlands and/or drainage easements.

Lot Coverage: A measure of intensity of land use that represents the portion of a site that is impervious. This portion includes but is not limited to all areas covered by buildings, parked structures, driveways - gravel or paved, roads, and sidewalks.

Lot Line Construction: A development where houses on a common street frontage are shifted to one (1) side of their lot to maximize side yard area on the opposite side of the lot. Planning for all house locations are done at the same time to ensure proper building separations.

Lot of Record: A part of a recorded subdivision or a parcel of land that exists as shown or described on a plat or deed in the records of the local registry of deeds.

Lot Width: Lot width is measured between side lot lines along a line that is parallel to the front lot line or its chord and that is located the minimum front setback distance from the front lot line.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this UDO.

Major Recreational Equipment: For the purpose of these regulations, major recreational equipment is defined as including boats and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not. No such equipment shall be used for living, sleeping, home occupation or household purposes when parked or stored on a residential lot or in any location not approved for such use.

Manufactured Home: A structure constructed after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical

systems. The term does not include a recreational vehicle as that term is defined by 24 Code of Federal Regulations, Section 3282.8(g).

Manufactured Home Lot: A parcel of land in a manufactured home park for the placement of a single HUD-code manufactured home and the exclusive use of its occupants.

Manufactured Home Park: A parcel of land under single ownership that has been planned and improved for the placement of HUD-code manufactured homes for non-transient use.

Manufacturing and Production: See "Industrial, Light and Heavy."

Massage Establishment: A business enterprise offering massage conducted by persons engaged in the practice of medicine, nursing, osteopathy, physiotherapy, chiropractic, podiatry, or massage therapy for which they are licensed by the State of Texas, or persons under the direct supervision and control of such licensed persons.

Maximum Density: This is a gross density calculation. It is the total number of dwelling units on a site or in a subdivision divided by the total land area (in acres) of the site or subdivision.

Mean Sea Level: The National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Median: The middle number in a set of numbers where one-half ($\frac{1}{2}$) of the numbers are less than the median number and one-half ($\frac{1}{2}$) of the numbers are greater than the median number. For example, 4 is the median number of 1, 3, 4, 8, and 9. If the set of numbers has an even number of numbers, then the median is the average of the two (2) middle numbers. For example, if the set of numbers is 1, 3, 4, 6, 8, and 9, then the median is the average of 4 and 6, or 5.

Medical Clinic: See "Clinic."

Micro-Industrial: a use engaged, on a limited scale, in basic processing and/or manufacturing of materials or products or parts, predominantly from extracted raw materials, entirely contained within a building and not deemed to be a public nuisance, as determined by the administrator.

Per Ordinance No. 2011-3312 (January 27, 2011)

Minimum Lot Width: Lot Width at the front setback line.

Mixed-Use Structure : A structure containing both residential and non-residential land uses.

Mobile Food Vendor: Any business operating more than twenty-one (21) days per calendar year which sells edible goods from a non-stationary location within the City of College Station. The term shall include, but shall not be limited to, mobile food trucks, carts, or trailers.

Per Ordinance No. 2011-3322 (February 24, 2011)

Mobile Home: A structure that was constructed before June 15, 1976, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems.

Model Home: A dwelling unit built by a builder or developer to allow potential purchasers to see what the finished product will look like.

Multi-Family Dwelling: A residential structure providing complete, independent living facilities for three (3) or more families or households living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Condominiums are included in this definition.

National Flood Insurance Program: The National Flood Insurance Program (NFIP) is a federal program enabling property owners to purchase flood insurance. This program is based on an agreement between local communities and the federal government that if a community will implement programs to reduce future flood damages, the federal government will make flood insurance available within the community as a financial protection against flood losses. The United States Congress established the NFIP with the National Flood Insurance Act of 1968 and later modified and broadened the program. The NFIP is administered by the Federal Emergency Management Agency (FEMA).

National Geodetic Vertical Datum (NGVD): The nationwide reference surface for elevations throughout the United States made available to local surveyors by the National Geodetic Survey with the establishment of thousands of benchmarks throughout the continent. It was obtained through a least-squares adjustment in 1929 of all first-order leveling in the United States and Canada. The adjustment included the twenty-six (26) tide stations, and thus referenced the NGVD to mean sea level.

Natural: The cover and topography of land before any manmade changes, or in areas where there have already been manmade modifications, the state of the area and topography of land at the date of the adoption of this UDO.

Neighborhood: A subarea of the City in which the residents share a common identity focused around a school, park, community business center, or other feature. For the purposes of a Single-Family Overlay District, a neighborhood must contain at least thirty (30) single-family structures in a compact, contiguous area, or be an original subdivision or phase of a subdivision if the subdivision contains fewer than thirty (30) single-family structures. Boundary lines must be drawn to include blockfaces on both sides of a street, and to the logical edges of the area or subdivision, as indicated by a creek, street, subdivision line, utility easement, zoning boundary line, or other boundary.

Neighborhood Character: The atmosphere or physical environment which is created by the combination of land use and buildings within an area. Neighborhood character is established and influenced by land-use types and intensity, traffic generation, and also by the location, size and design of structures as well as the interrelationship of all these features.

Neighborhood Stakeholder Committee: A committee of at least six (6) property owners within a proposed Neighborhood Conservation Overlay District and the Administrator. The committee provides input from the neighborhood and assists City Staff in conducting a Conservation Study and evaluating the options for regulation as listed in Section 12-5.11.

New Construction: For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community.

Night Club: A commercial establishment including, but not limited to, bars, coffee houses, or similar establishments where a dance floor, music, games, or other entertainment is provided and where the serving of food is not the principal business. Specifically included in this classification are establishments that derive seventy-five (75) percent or more of their gross revenue from the on-premise sale of alcoholic beverages. Sexually-oriented Businesses/Enterprises are not included in this definition.

Non-Canopy Tree: See "Tree, Non-Canopy."

Non-Combustible Material: As defined in Chapter Two of the International Residential Code as adopted and amended by the City of College Station City Council.

Northgate District definitions (applicable only to development in Northgate):

Redevelopment: The revision or replacement of an existing land use or existing site through the acquisition or consolidation, and the clearance and rebuilding of this area according to the Northgate Redevelopment Plan.

Site Development: Any excavation, landfill or land disturbance, including new construction, reconstruction, relocation, or change of use. For the purposes of the Northgate Districts only, site development includes installation of walls, accessory structures, and other similar additions.

Rehabilitation: The process of returning a structure to a state of utility, through repair or alteration, which make possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural value.

Façade Work: The removal, or replacement, substitution or change of any material or architectural element on the exterior face of a building, which includes, but is not limited to, painting, material change, awning or canopy replacement, signage, or other permanent visible façade treatment.

Minor Site/Building Projects: The addition, maintenance, and/or replacement of minor building or site elements, including such actions related to storage building(s), screening, fencing, and refuse containers. This also includes requests for changes in service for dumpster and other refuse receptacles.

Northgate High-Density Dwelling Unit : A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit allows more than four (4) but not greater than six (6) unrelated individuals, when one (1) bedroom is provided per each unrelated individual.

Nude: The showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque covering, or the showing of the covered male genitals in a discernibly turgid state.

Nude Modeling Studio: Any place where a person who appears in a state of nudity or displays "specific anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

Office: A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government and generally furnished with desks, tables, files, and communication equipment.

One (1) Ownership: Property which although belonging to one (1) or more owners, has not been partitioned or subdivided so as to be owned separately by more than one (1) person, whether or not related or participating in a joint enterprise.

Outdoor Storage: The keeping, in an unenclosed area, of any goods, junk, material or merchandise in the same place for more than twenty-four (24) hours and not actively being sold.

Outdoor Display: The placement of goods for active sale outside the building.

Overlay: A zoning district that encompasses one (1) or more underlying zones and that imposes additional requirements above those required by the underlying zone.

Pad Site: The portion of a building plot that is located on the periphery of the site and has at least seventy-five (75) feet of frontage on a public street classified as a collector or greater on the Thoroughfare Plan. A pad site contains a stand alone, single or multiple tenant structure and meets all site plan requirements within the pad site area. The total area of all pad sites within a defined building plot may not be more than one-third (1/3) of the total area of the building plot.

Parking, Interior: Parking rows which are not located on the periphery of the proposed project site and further, where none of the parking spaces abut any property line associated with the proposed project site.

Parking, Peripheral: Parking rows which abut the periphery or property lines associated with the proposed project site.

Parking, Overflow: Parking in excess of the minimum required by this ordinance and in excess of what is utilized on a regular basis by the development.

Parking, Row, Single: A single row of spaces for the parking of motor vehicles.

Parking, Row, Double: Two (2) parallel rows of spaces for the parking of motor vehicles arranged so that when parked, the front end of each motor vehicle faces the front end of another motor vehicle.

Parking, Side or Rear Yard: Required parking that is provided, in its entirety, behind a setback line of one-half ($\frac{1}{2}$) of the applicable zoning district's minimum lot depth.

Parking Space: A space used for the parking of a motor vehicle not on the paved or regularly traveled portion of a public street or within private access easements and which meets the requirements of this UDO as to size, location, and configuration.

Pasturage: Land used primarily for the grazing of animal stock.

Pavement Width: The portion of the surface of the street available for vehicular traffic; where curbs are used, it is the portion between the back of curbs.

Permitted Use: A use specifically allowed in one (1) or more of the various districts without the necessity of obtaining a use permit.

Person: Every natural person, firm, partnership, joint venture, association, corporation, or other group which conducts activities regulated hereunder as a single entity, whether same be a legal entity or not, venture, or trust.

Personal Service Shop: An establishment which provides services related to grooming, appearance, care, or repair of personal apparel; and which may sell products used or recommended for those same purposes incidental to the services provided.

Place of Worship: A building or structure, or group of buildings or structures, that by design and construction are primarily intended for conducting organized religious services and associated accessory uses.

Plan, Preliminary: A conceptual plan of a subdivision intended for planning purposes showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, etc., generally drawn to scale and meeting the requirements of this UDO but not intended for final action in recordable form filed with the applicable county records.

Per Ordinance No. 2011- 3308 (January 13, 2011)

Planning and Zoning Commission: The duly appointed Planning and Zoning Commission of the City of College Station, Texas.

Plat: A map of a subdivision intended to be filed for record with the applicable county records showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, etc., drawn to scale; includes a final plat, replat, amending plat, minor plat, development plat, and vacating plat meeting the requirements of this UDO.

Per Ordinance No. 2011-3308 (January 13, 2011)

Plat, Minor: As defined by Section 212.0065 of the Texas Local Government Code. A subdivision involving four (4) or fewer lots fronting on an existing street and that does not require the creation of any new street or the extension of municipal facilities.

Plot Plan: See "Site Plan."

Portable Storage: Any unit, including but not limited to a trailer, box, or other enclosed shipping container, which is used primarily as storage space whether the unit is located at a facility-owned establishment or operated by the owner at another location designated by the tenant.

Porch: A roofed open area that projects from the main wall of a building that may be unenclosed or screened and may or may not use columns or other ground supports for structural purposes.

Premises: An area of land planned and designed as a single comprehensive project, considered from the time the plan is first submitted to the Development Services Department either at plat stage or site plan stage.

Project Plan: Drawings and related information illustrating a proposed project for which a use permit, site plan permit, or parking area/landscape approval is sought.

Public, Civic and Institutional Structure: Structures used principally to serve a public need, such as places of worship, hospitals, public or private schools, libraries, museums, post offices, police and fire stations, public utilities, governmental services, and other public services.

Public Uses/Facilities: A use or facility belonging to or used by the public for the transaction of public or quasi-public business including, but not limited to, uses such as and similar to libraries and public parks.

Public Way: A Public Way provides circulation and through movement similar to a public street but is a privately maintained drive, constructed to certain street standards, and granted unrestricted access via a public access easement. The drive shall be designed to the geometric design, construction standards, and driveway spacing of a Commercial Street according to the Bryan/College Station Unified Design Guidelines with the following modifications. A Public Way shall have a minimum pavement structure constructed to City's fire lane standards, a minimum drive width of twenty-four (24) feet back-to-back when no parking is provided, and a minimum horizontal curve radius of two hundred (200) feet. No head-in parking is permitted but parallel parking is allowed if the drive is widened an additional ten (10) feet for each row of parallel parking provided. Parking on the drive may count toward the minimum off-street parking requirements of this UDO. Five-foot sidewalks shall be provided on each side of the drive and placed a minimum three (3) feet from the back of curb. The public access easement shall be a minimum of forty (40) feet in width or wider to incorporate the entire width of the pavement section and sidewalks on each side.

Per Ordinance No. 2011-3308 (January 13, 2011)

Quoin: Units of stone or brick used to accentuate the corners of a building.



Recyclable Materials: Those materials specifically listed at a particular site as acceptable. Such materials may include, but are not limited to, aluminum products, clean glass containers, bimetal containers, newspapers, magazines, periodicals, plastic containers, yard waste, paper and cardboard, phone books, and scrap metal.

Recycling: The separation, collection, processing, recovery and sale of metals, glass, paper, plastics, and other materials which would otherwise be disposed of as solid waste, which are intended for reuse, re-manufacture, or re-constitution for the purpose of using the altered form.

Recycling Bin: A container used to collect recyclable materials, at which no fee is collected from the person depositing the materials.

Recycling Facility, Large: A recycling facility located on an independent site, or larger than five hundred (500) square feet, where limited mechanical processing may or may not occur, depending on the zoning district in which the facility is located.

Recycling Facility, Small: A facility that occupies no more than five hundred (500) square feet, and provides containers for collection only of source separated recyclables, with no power-driven processing equipment on site. Small collection facilities are normally located on parking lots of the host use. These may include, but are not limited to, bulk reverse vending machines, a grouping of reverse vending machines that exceed fifty (50) square feet, kiosk-type structures that may include permanent structures, and unattended recycling bins placed for the donation of recyclable materials.

Redevelopment: The revision or replacement of an existing land use or existing site through the acquisition or consolidation, and the clearance and rebuilding of this area according to a comprehensive plan.

Registered Professional Engineer: A person duly authorized and licensed under the provisions of the Texas Engineering Practice Act, to practice the profession of engineering.

Rehabilitation: The process of returning a structure to a state of utility, through repair or alteration, which make possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural value.

Related: Persons are related when they are within the first or second degree of consanguinity or affinity. Persons are not related by affinity unless lawfully married, and any asserted common law marriage must be subject to an affidavit of record under the family code, or a judicial determination.

Religious Institution: See "Place of Worship."

Remote Emergency Access: An emergency access consists of a semi-permanent all-weather surface according to the City of College Station Site Design Standards. An access is remote when the two (2) access points are placed a distance apart equal to not less than one-half ($\frac{1}{2}$) of the length of the

maximum overall diagonal dimension of the property or area to be served, measured in a straight line between the points.

Per Ordinance No. 2011-3308 (January 13, 2011)

Repair Shops: A shop exclusively for the repair of household goods and home equipment, within a building with no outdoor storage of items or equipment, and where no noise, dust, or vibration is discernible beyond the property line.

Replat: A replat is required in cases where new lots are formed within an existing subdivision. A replat follows the procedure for a final plat and must conform with applicable zoning.

Research Laboratory: An establishment or facility used for carrying on investigation in the natural, physical or social sciences, which may include engineering and product development.

Residential Sales Office: See "Model Home."

Restaurant: An establishment that serves food and beverages primarily to persons seated within the building. This includes, but is not limited to, cafés, tea rooms, and outdoor cafés.

Restaurant, Casual Dining: A restaurant with a market segment between Fast Food and Fine Dining restaurants usually characterized by table service, a relatively fully-stocked and full-service bar, and a bill per dinner averaging ten dollars (\$10.00) to thirty dollars (\$30.00) for an evening meal and slightly less for lunch and does not provide drive-thru service.

Restaurant, Fast Food: An establishment that offers quick food which is accomplished through a limited menu of items already prepared and held for service, or prepared quickly. Orders are not generally taken at a customer's table and food is generally served in disposable wrapping or containers.

Restaurant, Fine Dining: A restaurant serving formal-style dinner, and services where food and drink are prepared and served. Customer turnover rates are typically one (1) hour or longer. Such establishments serve dinner but generally do not serve breakfast and may or may not serve lunch or brunch. These restaurants usually have a dress code and do not provide drive-thru service.

Retail Sales: Establishments engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

Retail Sales, Alcohol: Establishments, except nightclubs and restaurants as defined, engaged in selling beer, wine, or other alcoholic beverages for where more than seventy-five (75) percent of sales is derived from the sale of such beverages for off-premise consumption. Exempt from this definition are temporary retail sales of alcohol associated with special events, or events held on City-owned property.

Retention: The storage of stormwater flows in a facility that has a permanent pool of water.

Retention Facility: A facility that provides for the storage of stormwater flows by means of a permanent pool of water or permanent pool in conjunction with a temporary storage component.

Reverse Vending Machine: An automated mechanical device which accepts at least one (1) or more types of beverage containers including, but not limited to, aluminum cans, glass and plastic bottles, and which issues a cash refund or a redeemable credit slip. Sorting and processing occurs entirely within the machine.

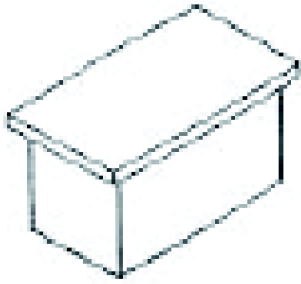
Reverse Vending Machine, Bulk: A reverse vending machine that is larger than fifty (50) square feet and is designed to accept more than one (1) container at a time and to pay by weight. For the purpose of these restrictions, bulk reverse vending machines will be considered small collection facilities.

Reverse Vending Machine, Single Feed: A reverse vending machine that accepts materials one (1) item at a time.

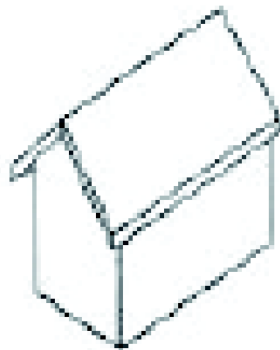
Rooming/Boarding House: A group of rooms provided for persons other than members of the occupant family (see definition of family) for compensation either in a converted single-family home or in a structure specifically designed for such purpose where there are no cooking facilities provided in individual living units and where meals may be provided daily.

Roof Types:

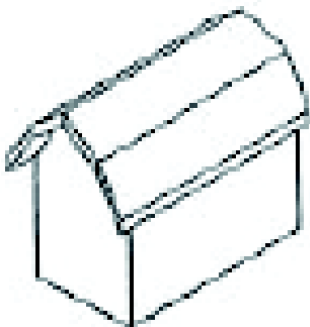
- (1) **Flat Roof:** A roof with only enough pitch to allow drainage.



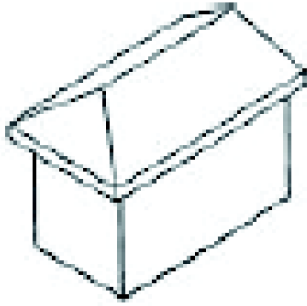
- (2) **Gable Roof:** A ridged roof having one (1) or two (2) gabled ends (gable: the portion of the end of a building that extends from the eaves to the peak or ridge of the roof).



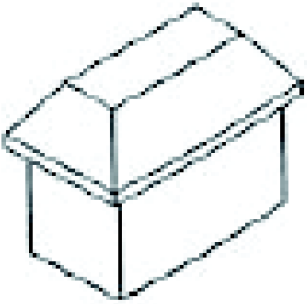
- (3) **Gambrel Roof:** A roof whose slope on each side is interrupted by an obtuse angle that forms two (2) pitches on each side, the lower slope being steeper than the upper.



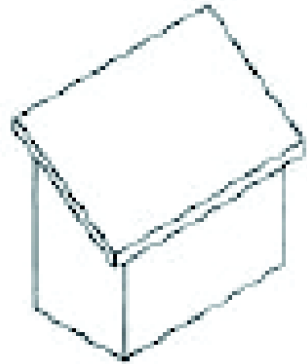
- (4) **Hip Roof:** A roof formed by several adjacent inclining planes, each rising from a different wall of building, and forming hips at their adjacent sloping sides.



- (5) **Mansard Roof:** A roof with a double pitch on all four (4) sides, the lower level having the steeper pitch.



- (6) **Shed Roof:** A roof having a single-sloping plane.



Salvage Yard: A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging material or equipment. Materials include, but are not limited to, lumber, pipes, metal, paper, rags, tires, bottles, motor vehicle parts, machinery, structural steel, equipment/vehicles, and appliances.

Satellite Dish: A broadcast receiver that receives signals directly from a satellite rather than another broadcast system, and amplifies the signal at a focal point in front of the receiving component.

School: A building where persons regularly assemble for the purpose of instruction or education, together with playgrounds, dormitories, stadia and other structures or grounds used in conjunction therewith and is limited to public and private schools used for primary, secondary or college education. This includes any facility where tutoring of more than ten (10) students at one (1) time takes place on a regular basis.

Sediment: Soils or other surficial materials transported or deposited by the action of wind, ice, or gravity as a product of erosion.

Service Line: Any line, wire, or cable and appurtenances used to distribute, transmit, or deliver a utility service from a source of supply, feeder line, or lateral line directly to an end user.

Service Provider: Any company, corporation, alliance, individual, or other legal entity that provides a wireless telecommunication service directly to the public for a fee or to such classes of users as to be effectively available directly to the public regardless of the facilities used; services include, but are not limited to, portable phones, car phones, pagers, digital data transmission, or radio or television communications.

Setback Line: A line which marks the minimum distance a structure must be located from the property line, and establishes the minimum required front, side, or rear yard space of a building plot.

Sexually-Oriented Books and Videos: Books, magazines, pamphlets, pictures, drawings, photographs, video tapes, digital video disks, motion picture films, or sound recordings, or printed, visual or audio material of any kind, which are characterized by their emphasis on the description or depiction of specified anatomical areas or specified sexual activities.

Sexually-Oriented Business: Any business whether in public, semi-public, or private premises which offers the opportunity to feel, handle, touch, paint, be in the presence of, or be entertained by the unclothed body or the unclothed portion of the body of another person, or to observe, view, or photograph any such activity. Except as provided herein, this definition is not intended to regulate:

- (1) Any business operated by or employing licensed psychologists, licensed physical therapists, licensed athletic trainers, licensed cosmetologists, or licensed barbers performing functions authorized under the licenses held.
- (2) Any business operated by or employing licensed physicians, licensed practical nurses, or licensed chiropractors engaged in practicing the healing arts.
- (3) Any bookstore, movie theater, or video store, unless that business includes sexually-oriented materials.

Sexually-oriented businesses include, but are not limited to, adult retail stores, limited adult retail stores, adult arcade, adult cabarets, adult movie theaters, adult theaters, adult motels, body rub parlors, nude modeling studios, sexual encounter centers, and escort agencies.

Sexually-Oriented Materials: All sexually-oriented toys and novelties and sexually-oriented books and videos.

Sexually-Oriented Toys and Novelties: Instruments, devices, or paraphernalia either designed as representations of human genital organs or female breasts, or designed or marketed primarily for use to stimulate human genital organs, except medical devices approved by the Food and Drug Administration.

Shopping Center: A building plot developed or ultimately to be developed with two (2) or more stores, shops, or commercial enterprises, and which has shared parking facilities or access.

Shooting Range: A facility to be utilized for discharging firearms for purpose of testing the firearm or ammunition, developing or enhancing shooter skills for recreation or other need, which is organized and equipped for safety of persons utilizing the facility and the general public.

Shrub: A woody perennial plant differing from a perennial herb by its more woody stem and from a tree by its low stature and habit of branching from the base.

Single-Family: A residential unit providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating and sanitation.

Sign: Any written or graphic representation, decoration, form, emblem, trademark, flag, banner, or other feature or device of similar character which is used for the communication of commercial information, or communication of ideas or subjects of political significance, and which:

- (1) **Architectural Element:** An element, design, or motif, that is installed, attached, painted, or applied to the exterior of a building or structure for the purpose of ornamentation or artistic expression, and not relating to a specific sign, logo, or identity of any specific business tenant.
- (2) **Apartment/Condominium/Manufactured Home Park Identification Sign:** An attached sign or a freestanding monument sign with permanent foundation or moorings, designed for identification of a multi-family residential project or a manufactured home park project, and where adequate provision is made for permanent maintenance.
- (3) **Area Identification Sign:** A freestanding monument or wall sign with permanent foundation or moorings, designed for identification of subdivisions of ten (10) to fifty (50) acres, or identification of a distinct area within a subdivision, and where adequate provision is made for maintenance.
- (4) **Attached Sign:** A sign attached to, or applied on, and totally supported by a part of a building or mounted to site lighting poles located on private property

Per Ordinance No. 2011-3302 (January 11, 2011)

- (5) **Banner/Flag:** A piece of fabric used for decoration (contains no copy or logo) or for identification (contains copy and/or logo).
- (6) **Campus/Wayfinding:** A sign utilized as a traffic control device in off-street or access areas whose primary purpose is to direct traffic within planned development district (PDD) or unified development, that may include the names of tenants or businesses, but does not contain any commercial logo or graphics.

Per Ordinance No. 2011-3348 (May 26, 2011)

- (7) **Commercial Banner:** A sign made of cloth, canvas, or other flexible material which directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing.
- (8) **Commercial Sign:** A sign which directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing.
- (9) **Development Sign:** A sign announcing a proposed subdivision or a proposed building project.
- (10) **Directional Traffic Control Sign:** A sign utilized as a traffic control device in off-street parking or access areas whose primary purpose is not for advertisement.
- (11) **Freestanding Commercial Sign:** A sign supported by one (1) or more columns, poles or bars extended from the ground or from an object on the ground, or that is erected on the ground; the term includes all signs which are not substantially supported by a building or part thereof, or which are substantially supported by a building or part thereof, when the sole significant purpose of the building or part thereof, is to support or constitute the sign.
- (12) **Fuel Price Sign:** A sign used to advertise the current price of fuel at locations where fuel is sold.
- (13) **Hanging Signs :** A sign suspended from the underside of a canopy or awning and located in front of building entrances, perpendicular to the façade.
- (14) **Home Occupation Sign:** A sign used to identify the name and occupation of a person with a legal home occupation.
- (15) **Low Profile Sign:** A sign with a permanent foundation which is not attached to a building, but is a stand-alone sign and which does not exceed sixty (60) square feet in area and four (4) feet in height.

- (16) **Non-Commercial Sign:** A work of art or message which is political, religious, or pertaining to a point of view, expression, opinion, or idea that contains no reference to the endorsement, advertising of, or promotion of patronage, of a business, commodity, service, entertainment, or attraction that is sold, offered, or existing.
- (17) **Off-Premise Commercial Sign:** A sign which directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing elsewhere than upon the premises where such sign is displayed.
- (18) **On-Premise Commercial Sign:** A sign which directs attention to a business, commodity, service, entertainment, or attraction sold, offered, or existing upon the premises where such sign is displayed.
- (19) **Political Sign:** Any sign which promotes a candidate for any public office or which advocates a position on any social issue as its primary purpose. Political signs shall be considered in the category of non-commercial signs except where there are regulations pertaining to their removal after an election.
- (20) **Portable Sign:** A sign which is not affixed or attached to real property by poles, stakes, or other members which are placed into the ground, or upon some other type of permanent foundation; trailer signs, any sign with wheels or skids, and any sign which is constructed so as to sit upon the surface of the ground, without subsurface attachment or extension.
- (21) **Projection Sign :** An attached sign end-mounted or otherwise attached to an exterior wall of a building and extends in whole or part more than 12 (twelve) inches beyond the face of the building.
- (22) **Real Estate, Finance, and Construction Sign:** An attached or freestanding sign erected upon a lot or parcel of land for the purpose of advertising same for sale or lease, or for advertising the furnishing of interim or permanent financing for a project, or for the furnishing of labor, materials or the practice of crafts on the job site.
- (23) **Roof Sign:** An outdoor advertising display sign erected, constructed, or maintained on the roof of a building or which is wholly dependent upon a building for support, and which projects above the point of a building with a flat roof, six (6) feet above the eave line of a building with a shed, gambrel, gable or hip roof, or the deck line of a building with a mansard roof.
- (24) **Special District Identification Sign:** An official, permanent, on-premise sign authorized by the City of College Station, which is used to identify a pedestrian or vehicular entrance to a Design District or Overlay District, as out lined in Article 12-5.10 Design Districts and 12-5.11 Overlay Districts. The sign shall be used to display only the name, logo, or identifying information about the district, and no other commercial information.
- (25) **Subdivision Identification Sign:** A freestanding monument or wall sign with permanent concrete foundation or moorings, designed for permanent identification of a subdivision of greater than fifty (50) acres, and where adequate provision is made for permanent maintenance.
- (26) **Subdivision Marker:** A subdivision logo of no more than one (1) square foot in area, that is attached to an architectural element such as a column, fence post, wall, mail kiosk, bus stop, or similar community structure, and whose purpose is to provide continuity and identity throughout the subdivision.

Single-Unit Dwelling : A detached residential unit, located within a larger development on a common lot, providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating and sanitation.

Site Development: Any excavation, landfill or land disturbance, including new construction, reconstruction, relocation, or change of use.

Site Plan: A site development plan showing the use of the land including locations of buildings, drives, sidewalks, parking areas, drainage facilities, and other structures to be constructed, and any other details required by the City in Section 12-3.9, Design District Site Plan Review, of this UDO. Also called a plot plan.

Sitwall: A combination or seating with perimeter protection and/or screening in a subtle, attractive, and functional way.

Specified Anatomical Area: Any showing of the human male or female genitals, pubic area, or buttocks with less than a fully opaque covering, or showing of the female breast with less than a fully opaque covering of any portion thereof below the top of the areola, or the depiction of covered male genitals in a discernibly turgid state.

Specified Sexual Activities: Actual or simulated acts of masturbation, sexual intercourse, oral or anal copulation or sadomasochism; fondling or other erotic touching of or physical contact with one's own or another's genitals, pubic area, buttocks, or female breasts, whether clothed or unclothed; human male or female genitals when in a state of sexual stimulation or arousal; or excretory functions or acts with animals as part of or in conjunction with any of the activities set forth herein. Activities which are commonly referred to by the slang terms "lap dance," "straddle dance," "face dance," or "table dance" shall be included in this definition. For purposes of this definition, "sadomasochism" means infliction of pain, flagellation, or torture, or the condition of being bound, fettered, or otherwise physically restrained.

Start of Construction: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a HUD-code manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as a dwelling unit and not part of the main structure.

State: The State of Texas.

Stealth Antenna: A telecommunication antenna located on an alternative mounting structure that is effectively camouflaged or concealed from view and blends into the surrounding environment. Examples include architecturally screened roof-mounted antennas, building-mounted antennas painted and/or textured to match the existing structure, and antennas integrated into architectural elements.

Stealth Technology or Facility: Design technology that blends the wireless telecommunications facility into the surrounding environment; examples of stealth facilities include, but are not limited to, architecturally-screened roof-mounted antennas, building-mounted antennas painted and/or textured to match the existing structure, antennas integrated into architectural elements such as church spires or window wall, and antenna structures designed to resemble light poles or flag poles.

Stealth Tower: A manmade tree, clock tower, church steeple, bell tower, utility pole, light standard, identification pylon, flagpole, or similar structure, that is camouflaged to be unrecognizable as a telecommunications facility, designed to support or conceal the presence of telecommunication antennas and blends into the surrounding environment.

Storage Garage: A "storage garage" is any premises and structure used exclusively for the storage of more than five (5) automobiles.

Storage, Outdoor: See "Outdoor Storage."

Storage, Self Service: A structure containing separate, individual, and private storage spaces of varying sizes.

Stormwater Management: All ordinances, standards, plans, and studies to insure the timely and effective construction of:

- (1) A system of vegetative and structural measures that control the increased volume and rate of surface runoff caused by man-made changes to the land; and
- (2) A system of vegetative, structural, and other measures that reduce or eliminate pollutants that might otherwise be carried by surface runoff.

Street: A way for vehicular traffic to move, whether designated as a highway, arterial street, collector street, or local street.

Street, Minor Arterial: A street that collects traffic from the collector system and connects with the major arterial system.

Street, Major Arterial: A street that collects traffic from the collector and minor arterial system and connects with the freeway system.

Street, Collector: A street that collects traffic from local streets and connects with minor and major arterials. This includes minor and major collectors.

Street, Local: A street that provides vehicular access to abutting property.

Stringcourse: A narrow, continuous ornamental band set in the face of a building as a design element; also known as a cordon.



Stripping: Any activity which removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.

Structure: Anything constructed, built, or erected.

Structure, Principal: The principal structure which fulfills the purpose for which the building plot is intended.

Subdivider: Any person or persons, firm, or corporation subdividing a tract or parcel of land to be sold or otherwise handled for his own personal gain or use.

Subdivision: The division of a lot, tract, or parcel of land into two (2) or more parts, lots, or sites, for the purpose, whether immediate or future, of sale, division of ownership, or building development. This also includes the resubdivision of land or lots which are a part of a previously recorded subdivision. Divisions of land for agricultural purposes, where no building construction is involved, in parcels of five (5) acres or more, shall not be included within this definition, unless such subdivision of five (5) acres or more

includes the planning or development of a new street or access easement. An addition is a subdivision as is defined herein.

Subdivisions, Minor: A division of land into four (4) or fewer lots on an existing street which does not require the creation of any new street or the extension of municipal facilities.

Subdivision, Rural Residential: A subdivision that is predominately single-family lots and where one (1) acre is the minimum lot size of the base zoning district. Included are developments where lots are clustered to smaller than one (1) acre as permitted by the zoning district and/or the cluster development provision.

Per Ordinance No. 2011-3308 (January 13, 2011)

Substantial Improvement: Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either:

- (1) Before the improvement or repair is started, or
- (2) If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

- (1) Any projects for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
- (2) Any alterations of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Surveyor: A person duly authorized and licensed under the Texas Professional Land Surveying Practices Act to practice the profession of land surveying, either as a Registered Professional Land Surveyor or a Licensed State Land Surveyor.

Taxicab Service: Any business associated with the storage or dispatch of vehicles for the transportation of passengers for hire.

Taxicab, Commercial Vehicle: Any motorized passenger vehicle permitted or should be permitted pursuant to the provisions of Chapter 4 of the City of College Station Code of Ordinances.

Per Ordinance No. 3281 (September 9, 2010)

Theater: A building or part of a building devoted to showing motion pictures or for dramatic, dance, musical, or other live performances.

Townhouse: One (1) of a group of no less than three (3), no more than twelve (12), attached dwelling units, each dwelling unit located on a separate lot and thereby distinguished from condominium units.

Transom: Horizontal opening or window element framed across a window or door forming part of the frame.

Tree, Canopy: An overstory tree that exhibits a layer or multiple layers of branches and foliage at its top or crown and extending a distance outward from its trunk or trunks. This tree's overall appearance is dominated by its tall stature (often over eighty (80) feet), its broad canopy, and the shade that it produces.

Tree, Non-Canopy: A tree that may reach canopy tree height, but does not have the same dominance of canopy as the canopy tree, OR an understory tree that does not reach canopy tree height, but does exhibit a similar dominance of canopy size and structure.

Transmission Tower: A wireless telecommunications support structure designed primarily of the support and attachment of a wireless telecommunications facility. Transmission towers include:

- (1) **Monopole Tower** - A self-supporting structure composed of a single spire used to support telecommunications antenna and/or related equipment;
- (2) **Lattice Tower** - A self-supporting three- or four-sided, open, steel frame structure used to support telecommunications antenna and/or related equipment; and
- (3) **Guyed Tower** - An open, steel frame structure that requires wires and anchor bolts for support.

Truck Stop: Any building, premises, or land in which or upon which a business, service, or industry involving the maintenance, servicing, storage, or repair of commercial vehicles is conducted or rendered, including the dispensing of motor fuel or other petroleum products directly into motor vehicles and the sale of accessories or equipment for trucks and similar commercial vehicles. A truck stop also may include overnight accommodations and restaurant facilities primarily for the use of truck crews. For the purposes of this definition, a use is classified as a truck stop when more than ten (10) fuel pumps are used.

Two-Family Home: Two (2) dwelling units on a single platted lot, either side-by-side or upstairs and downstairs. Also known as a duplex.

Two-Unit Dwelling : A residential structure, located within a larger development on a common lot, providing complete, independent living facilities for two (2) families including permanent provisions for living, sleeping, cooking, eating and sanitation.

Use: The actual use(s) of a parcel of ground, whether conducted within or without structures, buildings, or improvements. An unoccupied and unused structure is not a use, irrespective of its design, purpose, or utility.

Utility Easement: An interest in land granted to the City, to the public generally, and/or to a private utility company, for installation or maintenance of utilities across, over, or under private land, together with the right to enter thereon with machines and vehicles as necessary for maintenance of such utilities.

Utility Facility: Infrastructure services and structures necessary to deliver basic utilities essential to the public health, safety, and welfare. This includes all lines and facilities provided by a public or private agency and related to the provision, distribution, collection, transmission or disposal of water, storm and sanitary sewage, oil, gas, power, information, telephone cable, electricity and other services provided by the utility. This does not include facilities regulated by Section 12-6.4.P, Wireless Telecommunication Facilities.

Variance: The modification of a specific standard in this UDO.

Vehicle Repair and Service Shop: Any premises or structures when used for the servicing and/or repair of motor vehicles, including paint and body work, engine rebuilding and minor maintenance activities, irrespective of commercial gain derived therefrom. Excepted from this definition are residential premises where not more than two (2) motor vehicles belonging to the lawful residents thereof are involved in such activities at any one (1) time, and not in operating condition, or where not more than one (1) motor vehicle, whether or not in operating condition, and not belonging to the lawful residents thereof is involved in such activities for a period of more than one (1) week, and only one (1) motor vehicle may be serviced and/or repaired each month.

Vehicle Sales and Rental: Any premises or structures used for the sale and or rental of motor vehicles.

Violation: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this chapter is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum if specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse: Any natural or artificial stream, river, creek, ditch, channel, canal, conduit, culvert, drain, waterway, gully, ravine, or wash, in and including any area adjacent thereto, which is subject to inundation by reason of overflow of flood water.

Wireless Telecommunication Facility (WTF): An unstaffed facility operating for the transmission and reception of low-power radio signals consisting of an equipment shelter or cabinet, a support structure, antennas, and related equipment.

Wholesale Sales: Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, or professional business users; to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

Yard: Open spaces on the lot or building plot on which a building is situated and which are open and unobstructed to the sky by any structure except as herein provided.

- (1) **Front Yard.** A yard facing and abutting a street and extending across the front of a lot or building plot between the side property lines and having a minimum horizontal depth measured from the front property line to a depth of the setback specified for the district in which the lot is located.
- (2) **Rear Yard.** A yard extending across the rear of the lot or building plot between the side property lines and having a minimum depth measured from the rear property line as specified for the district in which the building plot is located.
- (3) **Side Yard.** A yard located on a lot or building plot extending from the required rear yard to the required front yard having a minimum width measured from the side property line as specified for the district in which the building plot is located.

Zoning: A method of land use control requiring the categorization of land use of every tract of land within a particular jurisdiction according to a zoning ordinance or code and usually in accordance with a land use plan which is intended to preserve the quality of life and orderly development of that jurisdiction.

(Ord. No. [2012-3450](#), Pt. 1(Exh. F), 9-27-2012; Ord. No. [2013-3521](#), Pt. 1(Exh. O), 9-12-2013; Ord. No. [2014-3624](#), Pt. 1(Exh. P), 12-18-2014; Ord. No. [2015-3655](#), Pt. 1(Exh. B), 4-23-2015; Ord. No. [2015-3699](#), Pt. 1(Exh. B), 9-21-2015)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 5, “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS”, SECTION 5.3 “NON-RESIDENTIAL ZONING DISTRICTS” AND SECTION 5.4 “NON-RESIDENTIAL DIMENSIONAL STANDARDS”, ARTICLE 6, “USE REGULATIONS”, SECTION 6.3 “TYPES OF USES” AND SECTION 6.4 “SPECIFIC USE STANDARDS”, ARTICLE 7, “GENERAL DEVELOPMENT STANDARDS”, SECTION 7.2 “GENERAL PROVISIONS”, SECTION 7.3 “OFF-STREET PARKING”, SECTION 7.7 “BUFFER REQUIREMENTS”, SECTION 7.10 “NON-RESIDENTIAL ARCHITECTURAL STANDARDS”, AND SECTION 7.11 “OUTDOOR LIGHTING STANDARDS”, AND ARTICLE 11 “DEFINITIONS”, SECTION 11.2 “DEFINED TERMS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO SC SUBURBAN COMMERCIAL ZONING DISTRICT; 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 Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies”, Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.3 “Non-Residential Zoning Districts” and Section 5.4 “Non-Residential Dimensional Standards”, Article 6, “Use Regulations”, Section 6.3 “Types Of Uses” and Section 6.4 “Specific Use Standards”, Article 7, “General Development Standards”, Section 7.2 “General Provisions”, Section 7.3 “Off-Street Parking”, Section 7.7 “Buffer Requirements”, Section 7.10 “Non-Residential Architectural Standards”, and Section 7.11 “Outdoor Lighting Standards”, and Article 11 “Definitions”, Section 11.2 “Defined Terms”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, Exhibit “F”, Exhibit “G”, Exhibit “H”, Exhibit “I”, Exhibit “J”, Exhibit “K”, and Exhibit “L”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00)

or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 12th day of April, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.3, “Non-Residential Zoning Districts”, Subsection 5.3.C “Suburban Commercial (SC).”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“C. Suburban Commercial (SC).

This district is intended to provide for limited commercial uses that are compatible with nearby neighborhoods. The district allows for a range of uses, with the impacts mitigated through distance from adjacent single-family and buffering of the buildings. The gross floor area of a single structure in this district shall not exceed 15,000 square feet in area.”

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, Section 5.4, “Non-Residential Dimensional Standards”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Sec. 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'	15'	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 C

That Appendix A, “Unified Development Ordinance,” Article 6, “Use Regulations”, Section 6.3, “Types of Use”, Subsection 6.3.C, “Use Table”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“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 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 6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	Residential Districts												Non-Residential Districts								Retired Districts						Design Districts										
Specific Uses	R	W E	E	W R S	R S	G S	T *	D *	M F *	M U *	M H P *	P - M U D *	O	S C	W C	G C	C I	B P	B P I	C U	N A P	R - 1 B	R - 4 *	R - 6 *	C - 3 *	M - 1	M - 2	R & D *	W P C *	N G - 1 *	N G - 2 *	N G - 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																																					
Assisted Living/Residen- tial Care Facility														P	P		P																				
Boarding and Rooming House									P			P												P	P									P			
Extended Care Facility/Conval- escent/Nursing Home									P			P		P		P	P							P	P						P						
Dormitory									P	P		P												P	P							P	P	P			
Duplex								P				P												P	P												
Fraternity/Soro- rity									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			

Product Processing								P	P		P	P	P	P	P						P			P	P	P	
Animal Care Facility, Indoor								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 *
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	P
Health Club/Sports Facility, Outdoor								P	P *		P				P	P								P	P *	P	
Hotels	C ₂							P	P		P		P *		P									P	P	P	
Mobile Food Court								C ₄	C ₄		C ₄				C ₄									C ₄	C ₄	C ₄	

[illegible]

[illegible]

**** 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 6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.
- ⁴ Refer to Section 6.4. AC "Mobile Food Courts" for Specific Use Standards."

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 6, “Use Regulations”, Section 6.4, “Specific Use Standards”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Sec. 6.4. Specific Use Standards.

The following specific use standards shall apply to those uses listed below and identified in the Use Table in Section 6.3, Types of Use, with a "P*." A site plan review, as required by Section 3.6, Site Plan Review, is required for all specific uses identified herein. For the purposes of this section, buffers shall comply with Section 7.7, Buffer Requirements unless specified herein. For the purposes of this section, residential areas or uses shall mean existing developed or developing (platted) residential uses including single-family and multi-family housing, townhomes, and duplexes.

A. Animal Care Facilities.

Any animal care facilities with defined outdoor uses and/or facilities shall be located a minimum of five hundred (500) feet from existing or developing residential areas; and facilities with outdoor facilities for large animals shall be permitted in R Rural, only.

B. Car Wash.

Vacuums shall be located a minimum of one hundred (100) feet from any adjacent residential use.

C. Commercial Amusements.

All outdoor activity must be located a minimum of three hundred (300) feet from an existing residential use.

D. Commercial Garden/Greenhouse/Landscape Maintenance.

1. Outdoor storage and display of unpackaged or bulk materials, including but not limited to topsoil, manure, and aggregate materials, shall be screened and located at least fifty (50) feet from all property lines and not closer than one hundred fifty (150) feet from an existing residential use.
2. No processes and business activities associated with Commercial Gardens may be conducted outside of buildings except in BP Business Park.

E. Drive-in/Thru Window.

1. In all Northgate Zoning Districts, all site designs and elevations for drive-in/thru windows shall be reviewed by the Design Review Board as part of the site plan review process. All outside activities and appurtenances related to drive-in/thru service shall be located wholly underneath a habitable structure, screened from view from the University Drive right-of-way, and designed to be sensitive to the pedestrian environment.
2. In SC Suburban Commercial, drive-in/thru windows and message boards may not be located on the side of the building adjacent to single-family land use and zoning.
3. In SC Suburban Commercial, restaurants with a drive-in/thru window must be located a minimum of 150 feet from any single-family use or zoning district. Additionally, associated drive-in and drive-thru facilities (speaker box, message board, and pick-up window) may not be located between the restaurant and any single-family use or zoning district; except when the single-family use or zoning district is located across a public street.

F. Dry Cleaners/Laundry.

All activity must be wholly contained within a building not to exceed three thousand (3,000) square feet in size.

G. Fuel Sales.

1. Any vehicle repair uses must comply with Section 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 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 shall be located a minimum of 150 feet from any single-family use or zoning district. This shall include all portions associated with the use (parking, fuel pumps, canopy, etc.). Additionally, fuel pumps and canopies shall not be located between the building and any single-family use or zoning district; except when the single-family use or zoning district is located across a public street.
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.

H. Golf Course or Driving Range.

1. All driving ranges shall be a minimum of ten (10) acres and have a minimum field size of two hundred seventy-five (275) yards.
2. Driving ranges are classified as commercial enterprises and must comply with Section 7.7, Buffer Requirements.
3. For driving ranges, all balls must remain on the property through proper orientation of the tee boxes, adequate buffering or screening, and barrier nets.
4. No building, structure, or outdoor activity of a driving range shall be located within one hundred (100) feet of residentially-zoned property.
5. All ground-level lighting of a driving range's landing area shall be directed away from adjacent properties and screening shall be provided with plantings, berms, or other means to limit nuisances associated with lighting and resulting glare.

I. Government Facilities and Utilities.

Activities not wholly contained within a building shall not be located within one hundred (100) feet of a single-family residential use unless buffered by a twenty-five-foot buffer yard and a six-foot privacy fence, in accordance with Section 7.7, Buffer Requirements.

J. Health Club/Sports Facility (Outdoor) .

In Mixed-Use and all Northgate Zoning Districts, outdoor health clubs/sports facilities shall only be allowed on roof tops.

K. Manufactured Homes.

1. The placement of an individual manufactured home where permitted or the replacement of an existing manufactured home shall be subject to obtaining a Location Permit issued by the Building Official and Administrator. The application for such a permit shall be accompanied by a location plan including the following information:
 - a. Location plan showing the dimension of the site, required setback lines, the placement of the manufactured home, the designated parking, and any existing structures on the same or adjoining lots;
 - b. A signed and dated application, requesting permission to locate the structure on the lot; and
 - c. A legal description of the location of the property within the City.
2. All manufactured homes shall be skirted with brick, vinyl, or other solid skirting materials within four (4) months of occupancy of the lot.
3. All trailer hitches and other devices designed to aid in the transport of the manufactured homes must be removed within four (4) months of occupancy of the lot.

L. Mobile Home.

A mobile home, after the effective date of this UDO, may not be located within the corporate limits of College Station for residential dwelling. A mobile home legally located within the corporate limits of College Station may continue to be used as a residential dwelling, but shall not be relocated or enlarged. A mobile home may be replaced by a manufactured home.

M. Parking as a Primary Use.

In all Northgate Zoning Districts, parking as a primary use shall be permitted when all of the parking is located within a multi-level garage.

N. Radio/TV Station/Studios.

In all Northgate Zoning Districts, outdoor transmission facilities shall be completely screened from view from any right-of-way.

O. Recycling Facilities.

1. Any facility located within five hundred (500) feet of property zoned or developed for residential use shall not be in operation between 7:00 p.m. and 7:00 a.m.
2. Light processing, including compacting, baling, and shredding, must be directly related to efficient temporary storage and shipment of materials. No facility as described in this subsection shall abut property zoned or developed for single-family residential use.
3. A minimum of six (6) parking spaces shall be provided, plus one (1) space per employee and for each vehicle of the facility.

4. Each container shall be clearly marked to specify materials that are accepted. The name and telephone number of the operator and the hours of operations shall be conspicuously displayed. All sign regulations of the district in which the facility is located shall apply.
5. Each facility shall be screened from the public right-of-way by operating in an enclosed building with no outside storage or by operating within an area enclosed by an opaque fence at least eight (8) feet in height.

P. Retail Sales/Manufactured Homes.

Manufactured homes undergoing repair and remaining on site in excess of forty-eight (48) hours shall be screened from public view in an enclosed area.

Q. Restaurant.

1. In C-3 Light Commercial, and Wellborn Commercial, drive-ins and drive-thrus are prohibited.
2. In SC Suburban Commercial restaurants with a drive-ins/thru must be located a minimum of 150 feet from any single-family use or zoning district. Drive-in and drive-thru facilities (speaker box, message board, and pick-up window) may not be located between the building and any single-family use or zoning district, except when the single-family use or zoning district is located across a public street.
3. In C-3 Light Commercial, the maximum size shall be two thousand five hundred (2,500) square feet.
4. In 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.
5. 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	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 gross building area.
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.

S. Salvage Yard.

1. Salvage or junkyards shall be visually screened on front, rear, and all sides by means of a solid eight-foot high wooden privacy fence.
2. Material that is not salvageable shall not be permitted to accumulate. In no case shall material that is not salvageable be buried or used as fill.
3. In any open storage area, it shall be prohibited to keep any ice box, refrigerator, deep-freeze locker, clothes washer, clothes dryer, or similar air-tight unit having an interior storage capacity of one and one-half (1½) cubic feet or more, from which the door has not been removed.

T. Sexually-Oriented Business.

1. General.

These requirements apply to all sexually-oriented businesses as defined in this UDO.

A business is not exempt from regulation under this UDO because it holds a license or permit under the Alcoholic Beverage Code authorizing the sale or service of alcoholic beverages or because it contains one (1) or more coin-operated machines that are subject to regulation or taxation, or both under State law.

Regulations contained within this UDO pertaining to sexually-oriented businesses are based on evidence concerning the adverse secondary effects of adult uses on the communities presented in findings incorporated in *City of Renton v. Playtime Theaters, Inc.*, 475 U.S. 41 (1986) and in studies set out below:

- a. Detroit, Michigan;
- b. Amarillo, Texas
- c. Los Angeles, California;
- d. Indianapolis, Indiana;
- e. Phoenix, Arizona;
- f. St. Paul, Minnesota;
- g. Beaumont, Texas
- h. Seattle, Washington;
- i. Austin, Texas.

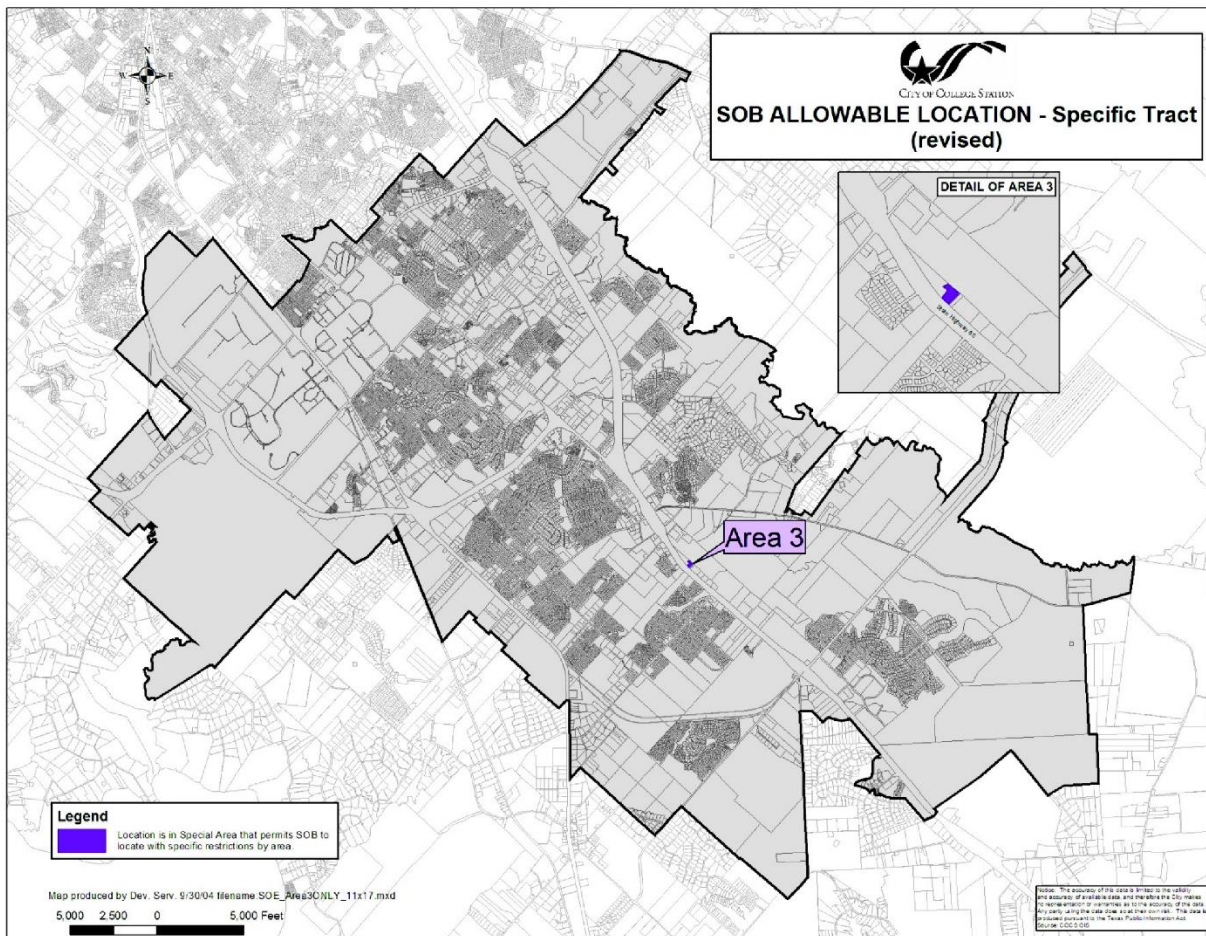
2. Permitted Locations.

A sexually-oriented business is a permitted use at the following location only and is subject to the specific standards located in this Section and is subject to other applicable regulations of this UDO.

Area 3: State Highway 6 Commercial Tract

All that certain tract or parcel of land lying and being situated in the R. Stevenson Survey, Abstract No. 54, Tract 61, being all of that 2.116 acre tract conveyed to the Blue Dolphin Club, Inc. by deed recorded in volume 2079, page 133 in the Official Records of Brazos County, Texas.

Map of the Potential Location:



3. Single Adult Use Per Location.

There shall only be one (1) sexually-oriented business permitted per area.

4. Measurement.

a. **Stock in Trade.**

Stock in trade shall be the number of items in stock in the sales and display area at the time of a site inspection. The number of sexually-oriented items shall be calculated as a percentage of total items.

b. **Sales and Display Area.**

1. The sales and display area shall be the entire interior floor space of a business establishment devoted to sales and display, including aisles, measured in square feet at the time of a site inspection. The floor space devoted to sales and display of sexually-oriented materials shall be calculated as a percentage of total sales and display area.
2. Where sexually-oriented materials are physically separated from other materials by an eight-foot wall, the separate sales and display area (including any aisles) shall be compared to the total sales and display floor area.
3. Where floor area includes a mixture of sexually-oriented material with any other material, it shall be counted as sexually oriented. Any such area shall include one-half ($\frac{1}{2}$) of the area of any aisles adjacent to the display or sales of sexually-oriented materials.

5. **Specific Standards.**

a. **Adult Cabaret or Adult Retail Store.**

Any performance area shall be elevated at least twenty-four (24) inches above the level of the patron seating areas and shall be separated by a distance of at least six (6) feet from all areas of the premises to which patrons have access. A continuous railing at least three (3) feet in height, securely attached to the floor, and located at least six (6) feet from all points of the live performance area shall separate performance areas and patron areas.

b. **Adult Arcade, Adult Movie Theater.**

1. All aisles shall have theater runway and aisle lighting which illuminates the entire floor surface of the aisle at a level of not less than 0.2 foot-candles.
2. All theater viewing areas, projection rooms, and viewing booths or rooms shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination so that any patron may be observed from a manager's or employee's station.
3. The interior of an adult arcade, and/or adult viewing booth or room, shall be configured in such a way that there is an unobstructed view from a manager's or employee's station of every interior area of the adult arcade and/or viewing booth or room.
4. All ventilation devices in or between adult viewing booths, viewing stations and rooms must be covered by a permanently affixed ventilation cover or grill. Ventilation holes, portals or airways may only be located one (1) foot from the top of the station, room or booth walls or one (1) foot from the bottom of the station, room or booth walls. There may not be any other holes or openings in the station, room or booth walls or between stations, rooms or booths.

c. **Limited Adult Retail Store.**

The store shall separate all sexually-oriented material from other sales and display areas using an opaque wall at least eight (8) feet in height. Such an area shall incorporate a management-controlled system of access to ensure that only persons over the age of eighteen (18) years are allowed to enter.

6. **Lighting.**

Any sexually-oriented business shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access so that any patron may be observed from a manager's or employee's station.

7. **Amortization.**

A sexually-oriented business in operation prior to the effective date of this UDO which does not conform to the regulations listed above shall be considered to be nonconforming. The nonconforming sexually-oriented business shall be permitted to continue for one (1) year after the effective date of this ordinance unless voluntarily discontinued for a period of thirty (30) days or more. One (1) year after the effective date of this UDO the nonconforming sexually-oriented business shall be illegal and shall terminate, except as provided herein.

a. Additional Time for Amortization.

In the event an owner of a nonconforming sexually-oriented business is unable to recoup his investment in his sexually-oriented business by the date for the termination of such uses, the owner may request additional time by making application with the Administrator no later than the date for termination of the use.

b. Application for Additional Time.

The owner shall file, with his request for additional time, all data he wishes considered in support of the request. The owner shall also supply all materials requested by the Administrator, City Attorney, or City Council to determine if the investment has been recouped.

c. Determination by the City Council.

Upon application by the owner, the City Council may, at its discretion, allow additional time to amortize the investment in a sexually-oriented business if it makes the following findings:

1. The owner has made every effort to recoup his investment in the sexually-oriented business;
2. The owner will be unable to recoup his investment in a sexually-oriented business by the end of the amortization period; and
3. That all applicable provisions of this UDO will be observed.

If the City Council grants additional time, the grant shall be for a period not to exceed one (1) year.

d. Exemption from Amortization Requirements.

Any owner of a sexually-oriented business wishing to claim an exemption from the amortization requirements of this UDO may apply for an exemption. The City must receive such application no less than sixty (60) days prior to the expiration of the amortization period.

The City Council may grant an exemption if it makes the following findings:

1. That the location of the sexually-oriented business will not have a detrimental effect on nearby properties or be contrary to the public health, safety or welfare;
2. That the granting of the exemption will not violate the spirit and intent of this UDO;
3. That the location of the sexually-oriented business will not downgrade the property values or quality of life in the adjacent areas or encourage the development of urban blight;
4. That the location of the sexually-oriented business will not be contrary to any program of neighborhood conservation nor will it interfere with any efforts of urban renewal or restoration; and
5. That all other applicable provisions of this UDO will be observed.

If an exemption is granted, such exemption shall be valid for a period of one (1) year from the date of the City Council action. Upon expiration of an exemption, a sexually-oriented business shall be in violation of this UDO, shall be illegal, and shall terminate, unless the owner receives another exemption. Additional applications for exemptions shall be submitted at least sixty (60) days prior to the expiration of the exemption period.

The granting of an exemption does not alleviate the owner of a sexually-oriented business from adhering to all other applicable provisions of this UDO.

U. Storage (Self-Service).

1. Accessory uses are prohibited.
2. In SC Suburban Commercial, Self-Service Storage and outdoor storage must be located a minimum of 150 feet from any single-family uses or zoning district; except when the single-family use or district is located across a public street. Additionally, the 150-foot separation is not applicable when only interior access (climate-controlled storage) is provided, subject to other provisions of this UDO.
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.

V. Utilities.

Activities not wholly contained within a building that abuts single-family residential uses shall construct a twenty-foot buffer yard with a six-foot privacy fence, in accordance with Section 7.7, Buffer Requirements.

W. Vehicular Sales, Rental, Repair and Service.

1. Vehicles undergoing repair, painting, or body work which will remain on site in excess of forty-eight (48) hours shall be screened from public view or stored indoors.
2. Inoperable vehicles shall not be allowed to remain on site for more than thirty (30) days.
3. All parts, including automobile body parts, shall be stored within an area which is completely screened from public view.

X. Wireless Telecommunication Facility (WTF).

1. Purpose.

The purpose of this section is to establish regulations pertaining to wireless telecommunications facilities (WTF) that are consistent with federal and state law. The City Council of the City of College Station finds that:

- a. It is in the public interest to promote competition in high quality telecommunications services and the availability of broadband transmission services to all residences and businesses;
- b. It is in the public interest for the City to protect the public safety and welfare, safeguard community land values, promote orderly planning and development and preserve historic sites, structures and areas. Wireless telecommunications facilities should not be allowed to detract aesthetically from the visual quality of surrounding properties or the City; and
- c. The proliferation of wireless telecommunications facilities negatively impacts the appearance, character, and property values of the community. Therefore the City should endeavor to minimize the size, number and obtrusiveness of antennas and towers. Collocation and stealth technologies are strongly encouraged to mitigate negative visual impacts and reduce the total number of towers within the City.

2. WTF Categories.

In order to expedite the siting and review process, WTFs have been divided into use categories. The review process is more thorough as the intensity of the use increases.

a. Unregulated Facilities.

The WTFs listed below are not regulated by this ordinance and do not require review or approval. This does not exempt these facilities from other applicable city codes, ordinances, and permits.

1. Over-the-air reception devices exempted from local ordinances by the Federal Communications Commission (FCC).
2. Parabolic antenna less than two (2) meters in diameter.
3. Omni-directional antenna (whip antenna) six (6) inches or less in diameter and not extending more than twelve (12) feet above support structure.
4. Directional antenna one (1) meter or less measured across the longest dimension and not extending over twelve (12) feet above support structure.
5. Public safety tower or antenna.

b. Intermediate Facilities.

1. New transmission tower less than thirty-five (35) feet (ten and one-half (10.5) meters) in height.
2. New transmission tower that does not extend more than thirty-five (35) feet (ten and one-half (10.5) meters) in height above a support structure and that meets the definition of a stealth facility.
3. Parabolic antenna over two (2) meters in diameter.
4. Omni-directional antenna (whip antenna greater than six (6) inches in diameter and/or extending twelve (12) feet above the support structure.
5. Directional antenna more than one (1) meter measured across the longest dimension and extending over twelve (12) feet above support structure.
6. Attached WTFs.
7. Antenna collocating on an existing tower.

c. Major Facilities.

New transmission tower greater than thirty-five (35) feet (ten and one-half (10.5) meters) in height.

3. Permitted Locations.

- a. All Intermediate WTFs are permitted by right in the following zoning districts:

R			Rural
M-1	Light		Industrial
M-2	Heavy		Industrial
GC	General		Commercial
CI	Commercial		Industrial
C-3	Light		Commercial
NG			Northgate
City-owned			premises
O			Office
R&D	Research	&	Development
WPC	Wolf	Pen	Creek

PDD BP BPI	Planned Business Park	Development Business Industrial.	District (except	PDD-H) Park
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- b. Major WTFs are allowed in the following zoning districts with a Conditional Use Permit:

R				Rural
M-1		Light		Industrial
M-2		Heavy		Industrial
BP		Business		Park
BPI	Business		Park	Industrial
GC		General		Commercial
CI		Commercial		Industrial
C-3		Light		Commercial
O				Office
R&D	Research		&	Development
City-owned premises.				

- c. WTFs may locate on City-owned premises without a conditional use permit with approval of the City Council and subject to the requirements of this UDO.

4. Requirements for Attached WTFs.

- a. WTFs may attach to the exterior of any non-residential building within any zoning district provided the antenna and antenna support structure or equipment are mounted flush with the vertical exterior of the building or project no more than twenty-four (24) inches from the surface of the building to which it is attached and does not raise the height of the building more than ten (10) feet and does not violate the maximum height restriction of that zoning district.
- b. Any antenna meeting the stealth antenna definition of this ordinance and locating on an alternative mounting structure may attach to the exterior of any non-residential building within any zoning district with approval of the Administrator.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

d. Application Procedures.

1. An inventory of the applicant's existing and future towers that are either within the City, the City's ETJ, or within at least one (1) mile of the City's boundary where the ETJ does not extend that far. The inventory shall include specific information about the location, design, and height of each tower. The owner must have on file with the Planning and Development Services Department a master list of all existing tower structures owned or controlled by the owner. Such list must specify the name, address and telephone number of the owner of record, the tower locations by address and legal description, tower height, the number of antenna arrays on the tower, and the names, addresses, and telephone numbers of all other users of the tower structures. The Administrator may share such information with other applicants or organizations seeking to locate antennas within the City.
2. A site plan drawn to scale clearly indicating the location, height, and design of the proposed facility, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscaped areas.
3. A visual impact analysis, presented as color photo simulations, showing the proposed site of the WTF. At least four (4) views shall be submitted looking toward the site (typically north, south, east, and west) including views from the closest

residential property and from adjacent roadways. The photo-realistic representation shall depict a "skyline" view showing the entire height of the proposed tower or WTF to scale, and the structures, trees, and any other objects contributing to the skyline profile.

4. Plans for the antenna and the antenna tower shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
5. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.

5. Requirements for Collocation.

- a. Intermediate facilities shall not exceed thirty-five (35) feet.
- b. If the existing tower has been determined to be stealth, the antenna must be integrated into the tower design as to retain the stealth designation. The Administrator will determine if the antenna is stealth.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment visually unobtrusive as possible.
- d. **Application Procedures.**
 1. If not completely locating within an existing, fenced mechanical area, a site plan drawn to scale is required, clearly indicating the location, height, and design of the existing facility, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscape areas.
 2. Plans for the antenna shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
 3. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.

6. Requirements for New Transmission Towers.

a. Setbacks.

The standard setbacks for each zoning district will apply to WTFs with additional setbacks or separation being required in the sections below. To protect citizens in their homes, transmission towers shall be placed a distance equal to the height of the tower away from any residential structure. And, non-stealth towers shall be set back a distance equal to the height of the tower away from any GS, R-1B, or D zone boundary.

b. Proximity to Major Thoroughfares.

To preserve and protect the appearance of the City's major thoroughfares and entrances to the City, additional setbacks are placed on WTFs proposed to be placed near these areas. The setback for these areas is determined by measuring from the centerline of the right-of-way of the thoroughfare. Applicable thoroughfares include freeways and expressways, major arterials and minor arterials, as shown on the Thoroughfare Plan.

1. Intermediate WTFs must be one hundred fifty (150) feet from applicable thoroughfares.
2. Major WTFs must setback from applicable thoroughfares by the height of the tower × three (3).

c. Separation Between Towers.

In order to prevent tower proliferation and protect the City's natural beauty and skyline, the number of transmission towers per square mile has been limited. New transmission towers must be placed a minimum distance from existing towers as described here:

1. New transmission towers thirty-five (35) feet or less in height shall be separated from existing towers by a minimum distance of one thousand five hundred (1,500) feet.
2. New transmission towers more than thirty-five (35) feet and less than seventy-five (75) feet in height shall be separated from existing towers by a minimum distance of two thousand five hundred (2,500) feet.
3. New transmission towers seventy-five (75) feet or more in height shall be separated from existing towers by a minimum distance of three thousand five hundred (3,500) feet.

d. Height Limitations.

1. Intermediate WTFs are subject to the normal height restrictions for each zoning district where permitted by right. In any zoning district where a tower is a conditional use, the requested height may be reduced through the review of the visual impact analysis.
2. In no case shall a proposed transmission tower exceed one hundred fifty (150) feet within the city limits, except where a height variance is granted by the Zoning Board of Adjustments to allow a tower or antenna that demonstrates a hardship that can only be remedied by locating a tower or antenna exceeding such height on a proposed site within the city limits.

e. Stealth Towers.

Any tower determined to meet the Stealth Tower definition of this ordinance by the approving authority may be located in any zoning district with a Conditional Use Permit. Approved Stealth Towers do not have to meet the tower separation or thoroughfare setback requirements of this section.

f. Landscaping, Screening, and Aesthetic Standards.

The following requirements shall govern any transmission tower or any parabolic antenna larger than two (2) meters.

1. Landscaping: Refer to Section 7.6, Landscaping and Tree Protection. Plant materials and/or fencing that effectively screen the WTF site from view of the public right-of-way will be required.
2. New transmission towers shall maintain a flat (not shiny, reflective, or glossy) finish or be painted in accordance with any applicable standards of the FAA (unfinished galvanized steel is not acceptable).
3. WTFs shall not be artificially lighted with the exception of motion detectors as security lighting, unless required by the FAA or other applicable authority. If lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding properties.
4. Towers may not be used to exhibit any signage or other advertising.

g. **Application Procedures.**

An application for administrative approval or a Conditional Use Permit for a WTF shall include the following items (in addition to the site plan and other information required for a standard CUP application):

1. An inventory of the applicant's existing and future towers that are either within the City, the City's ETJ, or within at least one (1) mile of the City's boundary where the ETJ does not extend that far. The inventory shall include specific information about the location, design, and height of each tower. The owner must have on file with the Planning and Development Services Department a master list of all existing tower structures owned or controlled by the owner. Such list must specify the name, address and telephone number of the owner of record, the tower locations by address and legal description, tower height, the number of antenna arrays on the tower, and the names, addresses, and telephone numbers of all other users of the tower structures. The Administrator may share such information with other applicants or organizations seeking to locate antennas within the City.
2. Site plan drawn to scale clearly indicating the location, height, and design of the proposed tower, equipment cabinets, transmission buildings and other accessory uses, access, parking, fences, and landscaped areas.
3. The linear separation distance from other transmission towers within a one-mile radius of the proposed tower site. The linear separation distance from all residentially-zoned properties, residential structures and applicable thoroughfares as outlined in Section 6.4.X.6.b, Proximity to Major Thoroughfares, within five hundred (500) feet of the proposed tower.
4. A visual impact analysis, presented as color photo simulations, showing the proposed site of the WTF. At least four (4) views shall be submitted looking toward the site (typically north, south, east and west) including views from the closest residential property and from adjacent roadways. The photo-realistic representation shall depict a "skyline" view showing the entire height of the proposed tower or WTF to scale, and the structures, trees, and any other objects contributing to the skyline profile.
5. Plans for the antenna and the antenna tower shall be prepared and signed by a licensed professional engineer and designed to withstand sustained winds of at least ninety (90) miles per hour.
6. All telecommunication facilities must meet or exceed the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate telecommunication facilities. An applicant for a permit shall submit an affidavit confirming compliance with applicable regulations.
7. Grid plan (propagation map) of the service area for existing and future structures for a period of not less than two (2) years. The submission should include a map showing the "search ring" that was required for siting the proposed facility.
8. No new tower shall be built, constructed, or erected in the City unless the tower is capable of supporting additional wireless telecommunication facilities. The applicant must submit a letter addressed to the City declaring an intent and willingness to construct a proposed tower that would allow additional service providers to locate on the new tower.
9. No new communications tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the approving authority that no existing tower, building, structure, or alternative technology can accommodate the applicant's proposed antenna. The applicant shall submit information related to the availability of suitable existing towers, other structures or alternative technology

that can accommodate the applicant's proposed antenna. The Administrator or approving authority may request information necessary to demonstrate that reasonable alternatives do not exist. The applicant must submit:

- a. The names, addresses, and telephone numbers of all owners of other towers or usable antenna support structures within a one-half (½) mile radius of the proposed new tower site, including City-owned property.
- b. A sworn affidavit attesting to the fact that the applicant made diligent, but unsuccessful, efforts to obtain permission to install or collocate the new facility on existing towers or antenna support structures located within one-half (½) mile radius of the proposed tower site. The affidavit shall spell out the efforts taken by the applicant.
- c. A description of the design plan proposed by the applicant to the City. The applicant must demonstrate the need for towers and why technological design alternatives, such as the use of microcell, cannot be utilized to accomplish the provision of the applicant's telecommunications services.

7. Conditional Use Permits.

Major WTFs must apply for a conditional use permit (CUP) as outlined in Section 6.4.X.3, Permit table Locations, under the procedures set forth in Section 3.16, Conditional Use Permit. In addition to the standard guidelines, the following additional factors shall be considered by the Planning and Zoning Commission when determining whether to grant a CUP for WTFs:

- a. Height of the proposed tower, surrounding topography and surrounding tree coverage and foliage as they relate to:
 1. Skyline impact, examining whether the proportions of the structure appears to dominate or blend in with the surrounding environment.
 2. Shadow impact, whether or not the proposed tower will cast shadows that would prevent the reasonable use or enjoyment of surrounding properties.
- b. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
- c. Proximity of the tower to residential structures and residential district boundaries.
- d. Economic impact on adjacent and nearby properties.
- e. Proposed ingress and egress.
- f. Availability of suitable alternatives and/or existing support structures.
- g. All the information submitted as part of the site plan.

8. Abandonment.

Any WTF that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such facility shall remove same within sixty (60) days of receipt of notice from the City notifying owner of such abandonment. If such facility is not removed within said sixty (60) days, the City may remove such facility at the property owner's expense. If there are two (2) or more users of a single WTF, then this provision shall not become effective until all users cease operations on the tower.

Y. Places of Worship.

1. Where the parking lot abuts residential development, a ten-foot buffer yard with buffer plantings and a minimum six-foot privacy fence is required pursuant to Section 7.7, Buffer Requirements.

2. When outdoor accessory uses including, but not limited to, playgrounds, recreational areas, and special event areas abut residential uses, a minimum fifteen-foot buffer yard with buffer plantings and a six-foot privacy fence is required pursuant to Section 7.7, Buffer Requirements.

Z. Recreational Vehicle Park Standards (RV Parks).

1. RV Parks shall allow for the temporary occupancy of vehicles that are built on a single chassis that are designed to be self-propelled or permanently towable by a light duty truck and are primarily for use as temporary living quarters for recreational, travel, or seasonal use.
2. RV Parks shall be considered a non-residential use and shall meet the buffer requirements as found in Article 7 as a commercial use, regardless of zoning.
3. No person shall operate an RV Park unless they hold valid permits and licenses as required by the State of Texas and the Brazos County Health Department.
4. Development of any RV Park shall comply with the general site plan requirements of Article 3, Site Plan Review, and shall meet the following supplemental criteria:
 - a. The minimum area of an RV Park shall be ten (10) acres and shall consist of two (2) or more recreational vehicle pad sites that are intended for temporary occupancy by recreational vehicles for the purposes of recreation or vacation.
 - b. All RV Parks shall have direct access to a public road and shall include sufficient entrances and exits to facilitate the safe movement of recreational vehicles in and out of the site. Internal drives shall have a minimum paved width of twelve (12) feet for one-way traffic and twenty-four (24) feet for two-way traffic. All internal drives shall be built to City pavement standards and shall be privately maintained.
 - c. All RV Parks shall designate specific pad site locations for recreational vehicles.
 1. Each pad site location shall have a minimum area of one thousand five hundred (1,500) square feet with provisions for wastewater disposal, public water hook-up and electrical supply.
 2. All pad sites shall be sequentially numbered. Reflective site numbers shall be a minimum of four (4) inches in height and placed on a separate post on the site. A map of the site layout with site numbers shall be placed at the entrance to the park in such a manner as to be clearly visible to entrants.
 - d. Recreational vehicle pad sites shall be separated from each other by a minimum of ten (10) feet.
 - e. Recreational vehicle pad sites shall be separated from the recreation area in the park by a minimum of fifteen (15) feet.
 - f. All recreational vehicle pad sites shall be setback a minimum of fifty (50) feet from the right-of-way line of all adjacent public roads and any RV Park boundaries.
 - g. All recreational vehicle pad sites shall be setback a minimum of ten (10) feet from any internal drives in the park.
 - h. A minimum of two (2) parking spaces shall be provided per recreational vehicle pad site. One (1) space shall be located on the RV site, the remainder may be located in an approved parking area. Size and paving of all parking spaces shall conform to the requirements in Article 7 regarding Off-Street Parking Standards.
 - i. In all RV Parks, a recreation area shall be provided that shall be centrally located, free of traffic hazards, and easily accessible to all park residents. Recreation areas shall constitute a minimum of fifteen (15) percent of the gross RV Park site area and shall contain open space for recreational uses. Recreational areas shall also contain

benches and landscaping. The area shall be adequately lighted to ensure safety of users.

- j. RV Parks shall permit only seasonal placement and habitation of recreational vehicles. No recreational vehicle shall remain in an RV Park for more than one hundred twenty (120) days in any twelve-month period.

Per Ordinance No. 3271 (August 26, 2010)

AA. Micro-Industrial Uses.

1. All production activities must be conducted within an enclosed building. No outside storage is allowed.
2. All Micro-Industrial uses are limited in size to no more than five thousand (5,000) gross square feet.
3. Accessory uses are permitted, provided that they are subordinate and incidental to the primary use.
4. In the CI Commercial-Industrial and BPI Business Park Industrial zoning districts an accessory restaurant, nightclub, bar or tavern is not permitted.

Per Ordinance No. 2011-3312 (January 27, 2011)

AB. Live-Work Unit.

1. The Live-Work Unit may not be greater than 3,000 square feet, or as amended by the City's adopted International Building Code (IBC), and the non-residential use may not be more than fifty percent (50%) of each Live-Work Unit.
2. Each Live-Work Unit shall not contain more than one (1) dwelling unit. The residential unit must be attached to the non-residential use and may be accessible separate from the non-residential use.
3. In a two-story building, the residential unit must be located on the second floor.
4. If a residential garage is provided, it must be attached and not visible from the public right-of-way.

AC. Hotels.

1. In SC Suburban Commercial, accessory uses and services shall not be permitted, including, but not limited to, conference rooms, restaurant, and night club/bar.

AD. Mobile Food Court.

Mobile food court shall mean a land use approved through a Conditional Use Permit (see Unified Development Ordinance) and developed in conformity with an approved site plan (see Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

1. Mobile Food Court Categories .

a. Short-Term .

- 1) A short-term food court is temporary in nature, intended to be an interim use on previously developed land where long-term utilization of the property or redevelopment is being investigated and/or pursued. A Conditional Use Permit for a short-term mobile food court may be granted for a period of up to two (2) years.

- 2) A short-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) to five (5) mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court at least once a year to retain mobile food vendor status.
 - c) Tables, chairs, and canopies for court customers.
 - d) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - e) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb other surrounding property owners.
- 3) A short-term mobile food court shall:
 - a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Provide only portable or temporary improvements to a site. Long-term or permanent improvements to a site are not allowed.
 - g) Provide adequately maintained trash receptacles for customer use.
 - h) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

b. Long-Term .

- 1) Long-term mobile food courts are intended to have more permanency than short-term mobile food courts and shall be held to the same development standards as restaurant developments, with the exceptions identified in the specific use standards below.
- 2) A long-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) or more mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court or move within the court at least once a year to retain mobile food vendor status.
 - c) Mobile food vendors to access potable water and sewage disposal facilities onsite. If these utilities are made available, they shall be located in a manner

to necessitate the movement of each mobile food vendor to access the utilities.

- d) Tables, chairs, and canopies or enclosed seating areas for court customers.
 - e) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - f) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb surrounding property owners.
 - g) Larger-scale entertainment and accessory uses for court customers, such as a volleyball court and bar, at a scale as not to disturb surrounding property owners.
 - h) Accessory structures.
 - i) Alcohol sales with approved permits and licenses from the Texas Alcoholic Beverage Commission.
- 3) A long-term mobile food court shall:
- a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

c. Restroom and Hand Washing Facilities for Short-Term and Long-Term Mobile Food Courts .

- 1) Mobile food courts will provide at least two (2) handicapped accessible porta potties with one (1) mobile handwashing station for every ten (10) mobile food vendors.
- 2) Mobile food courts that are within one hundred (100) feet of a public restroom facility may be exempted from the requirement for porta potties.
- 3) Mobile food vendors shall comply with the Brazos County Health Department's requirements for hand washing facilities.

2. Specific Use Standards for Mobile Food Courts .

The following shall apply to all short-term and long-term mobile food courts, unless otherwise noted:

- a. Mobile food courts shall designate pad site locations for mobile food vendors.
- b. Mobile food vendor pad sites and dining areas shall be setback a minimum of one hundred (100) feet from rights-of-way and public ways.

- c. All mobile food vendor pad sites shall be separated from other pad sites, dining areas, and structures by a minimum of ten (10) feet.
- d. Pad sites and dining areas shall not be located within fire lanes, easements, setbacks, buffers, or visibility triangles.
- e. All mobile food vendors located in a mobile food court shall be on an improved, permanent surface as described in the Off-Street Parking Standards of this Unified Development Ordinance.
- f. A minimum of two (2) Off-Street Parking spaces shall be provided per mobile food vendor pad site.
- g. A minimum of a twenty-foot (20') fire apparatus access route is required around a mobile food court.
- h. Mobile food vendors, portable restroom trailers, and other temporary structures shall not be subject to the Non-Residential Architectural Standards section of this UDO.
- i. Electrical connections shall be provided for all mobile food vendors on site. Use of generators shall not be allowed in a mobile food court.
- j. **Short-term mobile food courts only .**
 - 1) Short-term mobile food courts shall not impede vehicular circulation or block fire lanes or sanitation routes through the existing sites upon which they are located,
 - 2) Short-term mobile food courts shall not be subject to the requirements of the Landscaping and Tree Protection section of this Unified Development Ordinance.
 - 3) Short-term mobile food courts shall utilize existing solid waste collection sites on the properties on which they are located, and provide proof of permission to do so.
- k. **Long-term mobile food courts only .**

If water and wastewater facilities are provided to mobile food vendors in a long-term mobile food court, the site shall be designed to require all mobile food vendors to remain mobile to access these amenities. Additional tanks or portable tanks for wastewater are prohibited."

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.2, “General Provisions”, Subsection 7.2.H.3.b.2, “Height”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“2. Height.

- a. General height requirements. No multi-family or non-residential structure shall be located to any property line of an adjacent tract of land on which there's a detached single-family, manufactured home park or townhouse use or district unless the height requirements herein are met. No multi-family or non-residential structures shall penetrate the height of an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C, which is the hypotenuse of the right triangle formed when calculating the minimum distance requirements set forth above.
- b. Additional height requirements for WC Wellborn Commercial. In addition to the height limitations set forth above in this subsection, the following additional height limitations apply in WC Wellborn Commercial zoning:
 1. No building may exceed two (2) stories;
 2. Maximum eave height shall be twenty-four (24) feet;
 3. Maximum overall height to peak of roof shall be 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 detached single-family, manufactured home park or townhouse use or district and that are within fifty (50) feet of the property line are limited to one-story in height with an eave maximum of twelve (12) feet; and
 6. An eave maximum of fourteen (14) feet in height is permitted when mechanical equipment is housed within a mezzanine. ”

Exhibit G

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.3, “Off-Street Parking Standards”, Subsection 7.3.H, “Number of Off-Street Parking Spaces Required”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“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. At least one (1) parking space must be provided unless otherwise specified in this UDO;
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; and
7. 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:
Assisted Living/Residential Care Facility	As determined by the Administrator		
Airport	As determined by the Administrator		
Banks	250 s.f.	Floor area over 500 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.	Floor area over 500 s.f.: 1.0	
Fraternal Lodge	75 s.f.	Floor area over 150 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.	Floor area over 700 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.	Floor area over 300 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.	Floor area over 300 s.f.: 1.0	
Live-Work Unit	250 s.f. of non-residential portion of structure	Floor area over 250 s.f.: 1.0	1/BR, Residential DU
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.	Floor area over 400 s.f.: 1.0	
Mixed-Use Structure*****	250 s.f. of non-residential portion of structure	Floor area over 500 s.f.: 1.0	1/BR, including residential DU and hotel/motel DU
Multi-Family Dwelling:			
1 Bedroom	BR	1.5	
2+ Bedroom	BR	1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	Floor area over 500 s.f.: 1.0	

Personal Service Shop	250 s.f.	Floor area over 500 s.f.: 1.0	
Priv. School or Comm. Studio	100 s.f.	Floor area over 200 s.f.: 1.0	
Retail Sales & Service:			
GC, SC, WC, C-3	250 s.f.	Floor area over 500 s.f.: 1.0	
CI	350 s.f.	Floor area over 700 s.f.: 1.0	
Restaurant (w/o drive-through)	65 s.f.	Floor area over 130 s.f.: 1.0	
Restaurant (w/drive-through)	100 s.f.	Floor area over 200 s.f.: 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	Floor area over 500 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.	Floor area over 600 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.

** The minimum number of parking spaces for a shopping center shall be calculated at a rate of 1:250 in GC SC, or WC, and 1:350 in CI regardless of the composing uses unless otherwise determined by the Administrator that such composing uses require a modification to the applicable requirements.

*** All single-family and townhouse uses, at the time of construction, redevelopment, or when an addition to the number of existing bedrooms is completed, shall come into compliance with the minimum off-street parking requirements. Garages that meet minimum dimensional standards may be counted towards parking requirements.

**** Mixed-Use structures in the MU Mixed-Use and MF Multi-Family districts.”

Exhibit H

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.7, “Buffer Requirements”, Subsection 7.7.F, “Minimum Buffer Standards”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“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'
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

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 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.

2. **Plantings.**

- a. If a fence or wall is not required per the table above, the following plantings shall be installed in the buffer yard:
 - 1. A minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- b. If a fence or wall is required per the table above, the following plantings shall be installed in the buffer yard, unless expressly provided for otherwise in this UDO:
 - 1. A minimum of one (1) 1.25-inch caliper non-canopy tree per fifteen (15) linear feet of landscaping buffer. The Administrator may allow the substitution of a minimum of one (1) five-gallon shrub at a minimum of three (3) feet in height per three (3) linear feet of landscaping buffer for the non-canopy tree requirement, or may require the substitution to mitigate potential negative impacts of a development; and
 - 2. A minimum of one (1) two-inch caliper canopy tree per twenty-five (25) linear feet of landscape buffer.
- c. All buffer yard landscaping areas not dedicated to trees or shrubs shall be landscaped with grass, ground cover, or other appropriate landscape treatment in accordance with Section 12-7.6.C.3, Landscaping and Tree Protection.
- d. Fifty (50) percent of all required shrubs within the buffer yard shall be evergreen.
- e. Plant materials shall show a variety of texture, color, shape, and other characteristics. Recommended buffer materials can be found in the College Station Plant List or in those listed as appropriate for Zone 8 on the USDA Hardiness Zone Map.

- f. The arrangement of trees and shrubs in the buffer area shall be done in a manner that provides a visual separation between abutting land uses. Shrubs shall be massed in rows or groups to achieve the maximum screening effect.
- g. Irrigation is required for all new plantings.
- h. Existing vegetation may count toward the planting requirement if:
 - 1. The vegetation is in good health and the landscaping plan verifies that it will meet the plantings criteria listed above (non-point trees may count towards a natural buffer); and
 - 2. The vegetation is protected in accordance with Section 12-7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
- i. Plantings will not be allowed to encroach into a required visibility triangle for a public or private right-of-way except as provided for in Section 12-7.2.C, Visibility at all Intersections in All Districts.

3. Fences and Walls.

- a. Fences may be solid wood or solid wood accented by masonry, stone, EFIS (Exterior Finish Insulation System), or concrete columns. Walls may be masonry, stone, EFIS, concrete, or a combination of these materials, and shall be finished on both sides (framing not visible). Walls and masonry columns for fences must meet the footing standards prescribed by the Building Code for such structures.
- b. Fences and walls shall be a minimum of six (6) feet in height and a maximum of eight (8) feet. Walls over six (6) feet must obtain a building permit. When the adjacent property and the buffer yard are at different elevations, the Administrator may require a greater fence or wall height to ensure adequate buffering.
- c. Fences and walls shall be placed within one (1) foot of the common boundary line when physically possible. In the event that there is a physical constraint that will not allow the construction of a fence on the common boundary line (including, but not limited to, the existence of a creek, access easement, or existing vegetation), the Administrator may authorize an alternative fence location.
- d. Fences or walls will not be allowed to encroach into a required visibility triangle for a public or private right-of-way.

4. Substitutions.

- a. Existing natural vegetation may be used in lieu of plantings and a fence or wall under the following circumstances:
 - 1. The existing vegetation consists of canopy and non-canopy trees which are shown through a tree survey to meet the minimum buffer planting requirements (non-point trees may be considered) and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet; and
 - 2. The vegetation is protected in accordance with Section 12-7.6.C.2.c, Landscaping and Tree Protection, of this UDO.
- b. Fences and walls may be substituted with a solid plant or hedge wall that is greater than six (6) feet in height with approximately one hundred (100) percent opacity. All shrubs planted for a hedge wall must be a minimum of fifteen (15) gallons each. The solid plant or hedge wall must be evergreen and may not be counted towards meeting the buffer planting requirement.
- c. Fences and walls may be substituted with a landscaped earthen berm if the combination of berm and landscaping is not less than six (6) feet in height from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement. Berms must be a minimum of four (4) feet in height with a maximum slope of 3:1. Berms in excess

of six (6) feet in height shall have a maximum slope of 4:1 as measured from the exterior property line.

- d. The required height of fences or walls may be reduced if used in combination with an earthen berm or a landscaped earthen berm if the height of the screening is six (6) feet from the elevation at the property line with approximately one hundred (100) percent opacity. The berm plantings must be evergreen and may not be counted towards meeting the buffer planting requirement.
- e. Walls may be substituted with fences if the required buffer yard area and plantings are doubled.
- f. Walls and fences may be omitted if the required buffer yard area and plantings are tripled.”

Exhibit I

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.10, “Non-Residential Architectural Standards”, Subsection 7.10.C.3.c.10.b, “Qualifying Architectural Relief Elements”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“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:

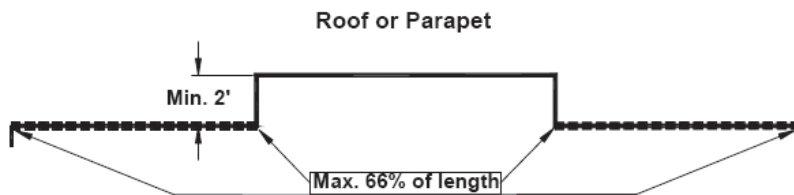
- 1) Decorative or functional window shutters;
- 2) Covered front porch extending along at least fifty (50) percent of building façade and projecting a minimum of four (4) feet from the face of the building, if used on a façade where this feature is not already required;
- 3) Eaves in excess of eighteen (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;
- 12) Horizontal articulation with a minimum depth of four (4) feet for WC Wellborn Commercial only;
- 13) Canopies, permanent decorative awnings, or windows accompanied by overhangs that exceed eighteen (18) inches for SC Suburban Commercial zoning only;
- 14) Pitched roof or peaked parapet roof if it gives the appearance of a pitched roof from all sides and has a minimum roof slope of 4:12 for SC Suburban Commercial zoning only; or
- 15) Other architectural relief elements that provide a visual interest to the affected façade and are of a physical scale to possess architectural significance may be approved by the Administrator.”

Exhibit J

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.10, “Non-Residential Architectural Standards”, Subsection 7.10.C.3.e, “Roof and Roofline Design”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“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 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.”

Exhibit K

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards”, Section 7.11, “Outdoor Lighting Standards”, Subsection 7.11.C., “Specific Lighting Requirements”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“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, site and building lighting may not be located within required buffer areas or within required building setbacks adjacent to single-family use or zoning district, except when pedestrian walkways or trails are provided.
4. 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
5. 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.”

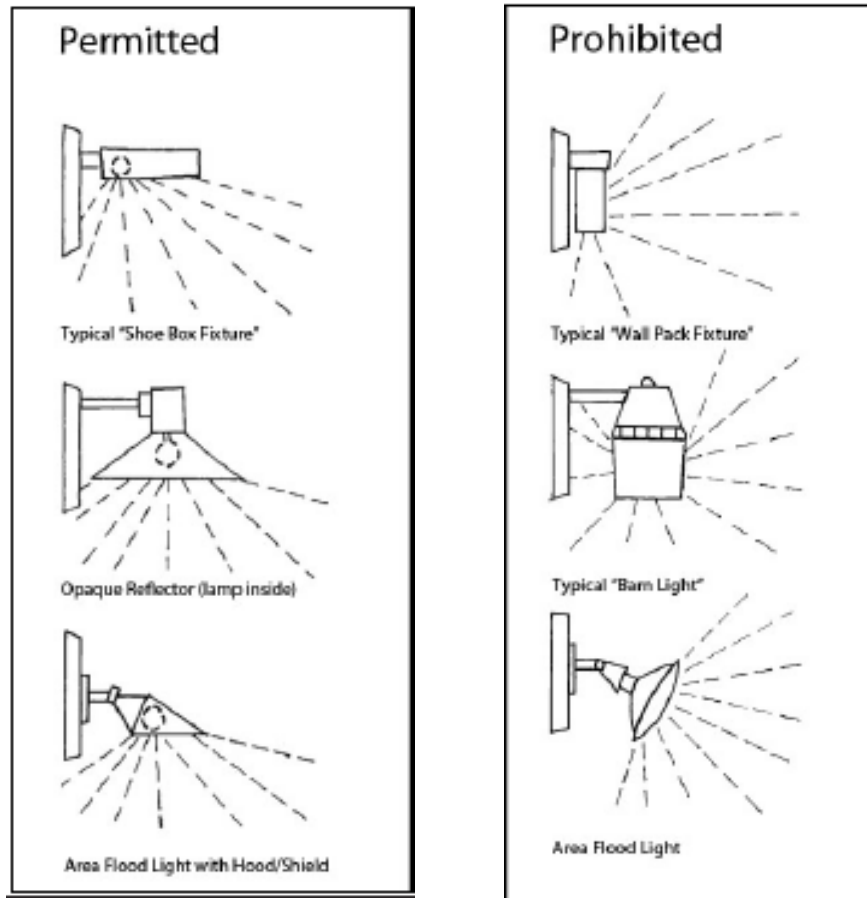


Exhibit L

That Appendix A, “Unified Development Ordinance,” Article 11, “Definitions”, Section 11.2, “Defined Terms”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended to add the following definitions as follows:

“Assisted Living/Residential Care Facility: A building used or designed for the housing of the aged, and/or mentally or physically handicapped persons who are in need of assistance with activities of daily living and/or health care and/or personal care in a homelike setting and duly licensed by the State of Texas for such purpose.

Live-Work Unit: A dwelling unit in which a significant portion of the space includes a non-residential use that is operated by the tenant.”



Legislation Details (With Text)

File #:	18-0248	Version:	1	Name:	City-Initiated Rezoning - Krenek Tap Overlay
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	3/29/2018	In control:		In control:	City Council Regular
On agenda:	4/12/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by removing the KO Krenek Tap Overlay zoning district from all properties affected in the City of College Station, which are those located within 750 feet of Krenek Tap Road.				
Sponsors:	Molly Hitchcock				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Aerial and SAM Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by removing the KO Krenek Tap Overlay zoning district from all properties affected in the City of College Station, which are those located within 750 feet of Krenek Tap Road.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the removal of the KO Krenek Tap Overlay at their meeting on March 15, 2108.

Summary: : This item originated with the 2017 Planning & Zoning Commission's Plan of Work item to help streamline the Unified Development Ordinance (UDO) and development processes. The proposed rezoning removes property from the regulations of the Krenek Tap Overlay zoning district, and this rezoning accompanies an amendment to the UDO to delete the KO zoning district.

The Krenek Tap Overlay zoning district was adopted in 2004 to enhance the views along Krenek Tap Road and create a sense of identity for the City, not only along the municipal property but along Krenek Tap Road itself. At the time, the City was pursuing the City Centre Concept for the

development of the municipal property. The overlay changed the development standards for all properties along Krenek Tap (including single-family) by requiring parking to be located behind structures and placing limitations on façade and fence materials and roof and signage options. The overlay is applied to all property from the Krenek Tap right-of-way and back 750 feet (approximately 171 acres).

Review Criteria:

1) Whether the proposal is consistent with the Comprehensive Plan

The proposal is consistent with the Comprehensive Plan. Underlying zoning will not be affected. The Concept Map identifies the Krenek Tap area for further study as the “Municipal Center District” because of the significant municipal assets on the south side of Krenek Tap Road and the natural features in the area. The description calls for a plan focusing on the cohesive design of City facilities with a mix of area uses that integrate the natural features of the area. With the exception of two commercial nodes at either end of Krenek Tap and multifamily-zoned property in the center, virtually all of the private property on Krenek Tap has been developed. The most impactful development in the Municipal Center District will be City facilities on the south side of Krenek Tap Road, the design of which will ultimately be approved by City officials. The Comprehensive Plan describes the influence public buildings and spaces have on establishing community character and identity, and calls for thoughtful design. With the exception of approximately two acres, all property under the overlay on the south side of Krenek Tap Road is owned by the City of College Station.

2) Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area

The Krenek Tap Overlay prohibits duplex uses. The removal of the overlay will allow duplex uses on properties currently zoned R-4 Multi-Family (located on the north side of Krenek Tap Road). Of the R-4-zoned properties, approximately six acres are not developed with apartments. The six acres consist of two tracts with single family homes located between the Terrace Pines and Waterwood multifamily developments. The land on the north side of Krenek Tap Road is designated as Urban on the Future Land Use and Character Map. The designation of “Urban” is one that did not exist at the time of the Overlay zoning (2004). The Urban designation allows for a mix of uses, including duplexes, to create a higher-density residential area with the flexibility to allow commercial amenities. Duplex uses would be appropriate as indicated by the current Comprehensive Plan.

3) Whether the property to be rezoned is physically suitable for the proposed zoning district

The request is to remove an overlay zoning district. There is no proposal for a new zoning district.

4) Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district

The request is to remove an overlay zoning district. There is no proposal for a new zoning district.

5) The marketability of the property

Properties in this area should be more marketable with the removal of the prohibitions and additional development standards of the Krenek Tap Overlay.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity Map, Aerial, and Small Area Map
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: March 15, 2018

Advertised Council Hearing Dates: April 12, 2018

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: 70

Contacts in support: 1

Contacts in opposition: 0

Inquiry contacts: 2

EXISTING LAND USES UNDER OVERLAY

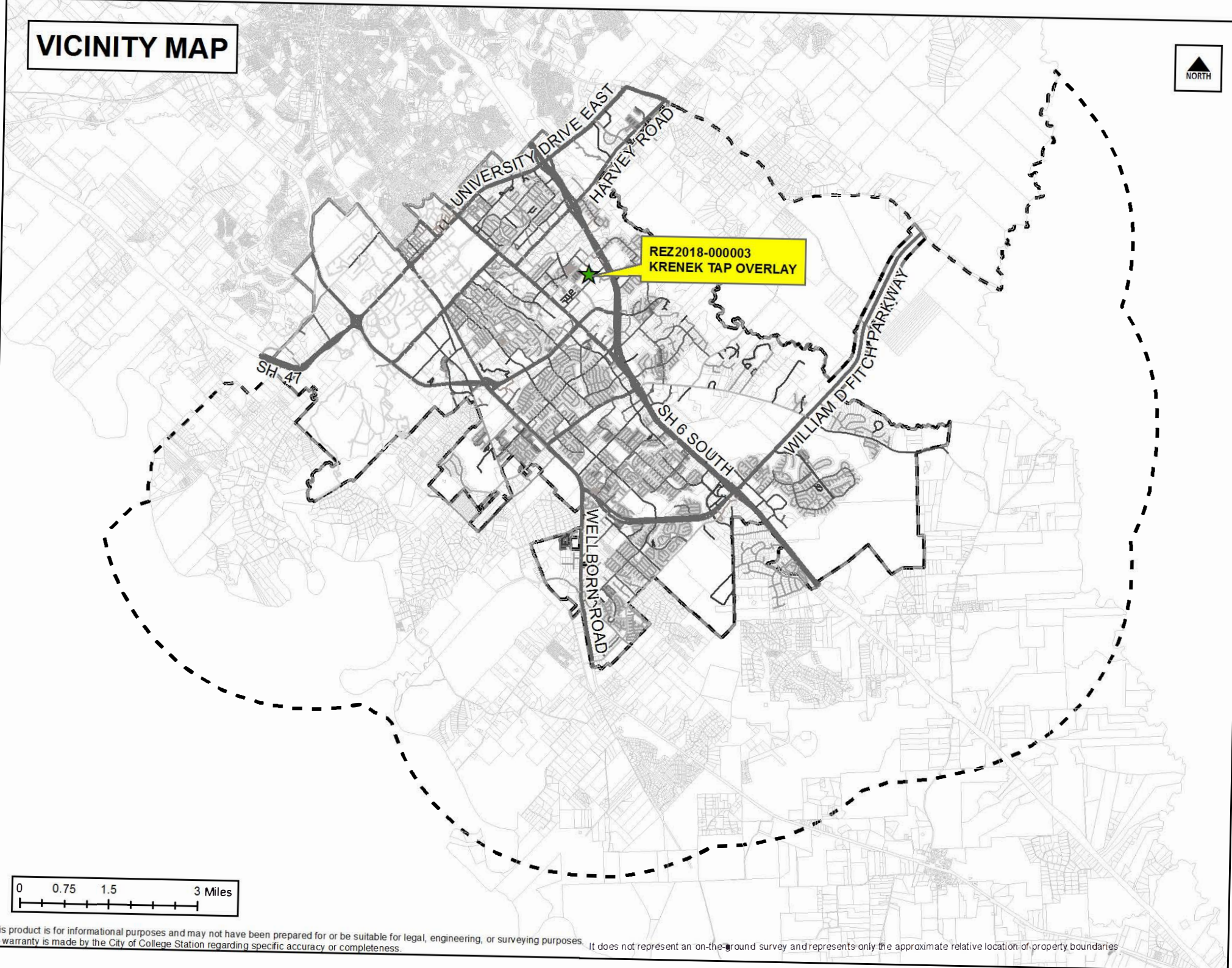
	Comprehensive Plan	Zoning	Land Use
North of Krenek Tap	Urban	GC General Commercial GS General Suburban MHP Mobile Home Park T Townhouse R-4 Multi-Family	Churches Shopping center Manufactured home park Single family Multifamily
South of Krenek Tap	General Commercial Institutional Natural Areas – Protected Natural Areas - Reserved	GC General Commercial GS General Suburban C-3 Light Commercial	Single family Park City facilities

DEVELOPMENT HISTORY

Annexation: Property from Texas Avenue to approximately 350 ft. west of Dartmouth was annexed in 1969, the remainder in 1971

Site Development: Private property ~ approximately 69% developed
City property ~ approximately 58% developed

VICINITY MAP



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



City of College Station

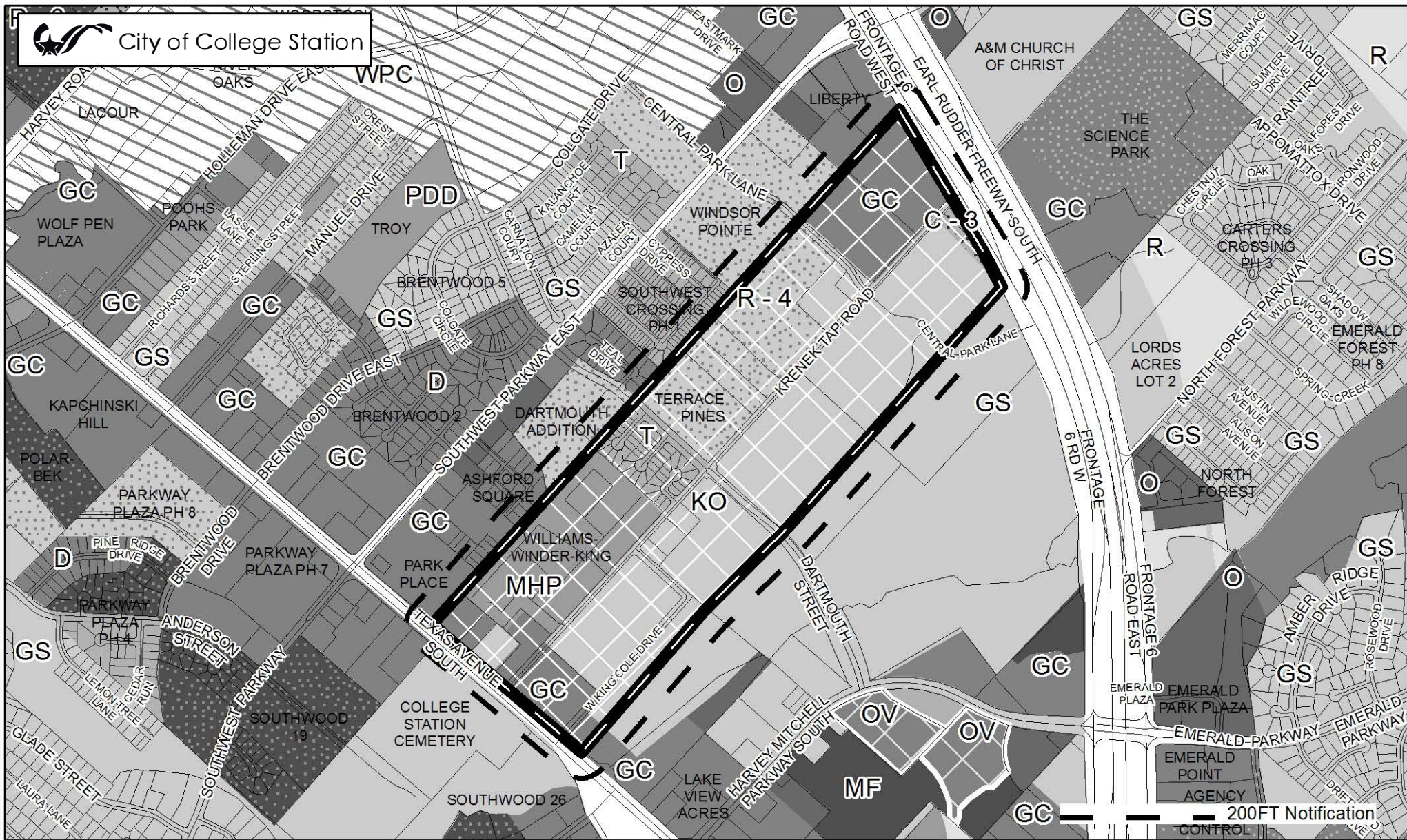


0 1,050 2,100 Feet

KRENEK TAP OVERLAY

Case:
REZ2018-000003

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



0 1,050 2,100 Feet

KRENEK TAP OVERLAY

Case:
REZ2018-000003

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING THE KO KRENEK TAP OVERLAY ZONING DISTRICT FROM ALL PROPERTIES AFFECTED IN THE CITY OF COLLEGE STATION, WHICH ARE THOSE LOCATED WITHIN 750 FEET OF KRENEK TAP ROAD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, **Exhibit “B”**, and **Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 12th day of April, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The KO Krenek Tap Overlay zoning district will no longer be applied the properties along both the north and south sides of Krenek Tap Road for a depth of seven hundred fifty (750) feet.

EXHIBIT B

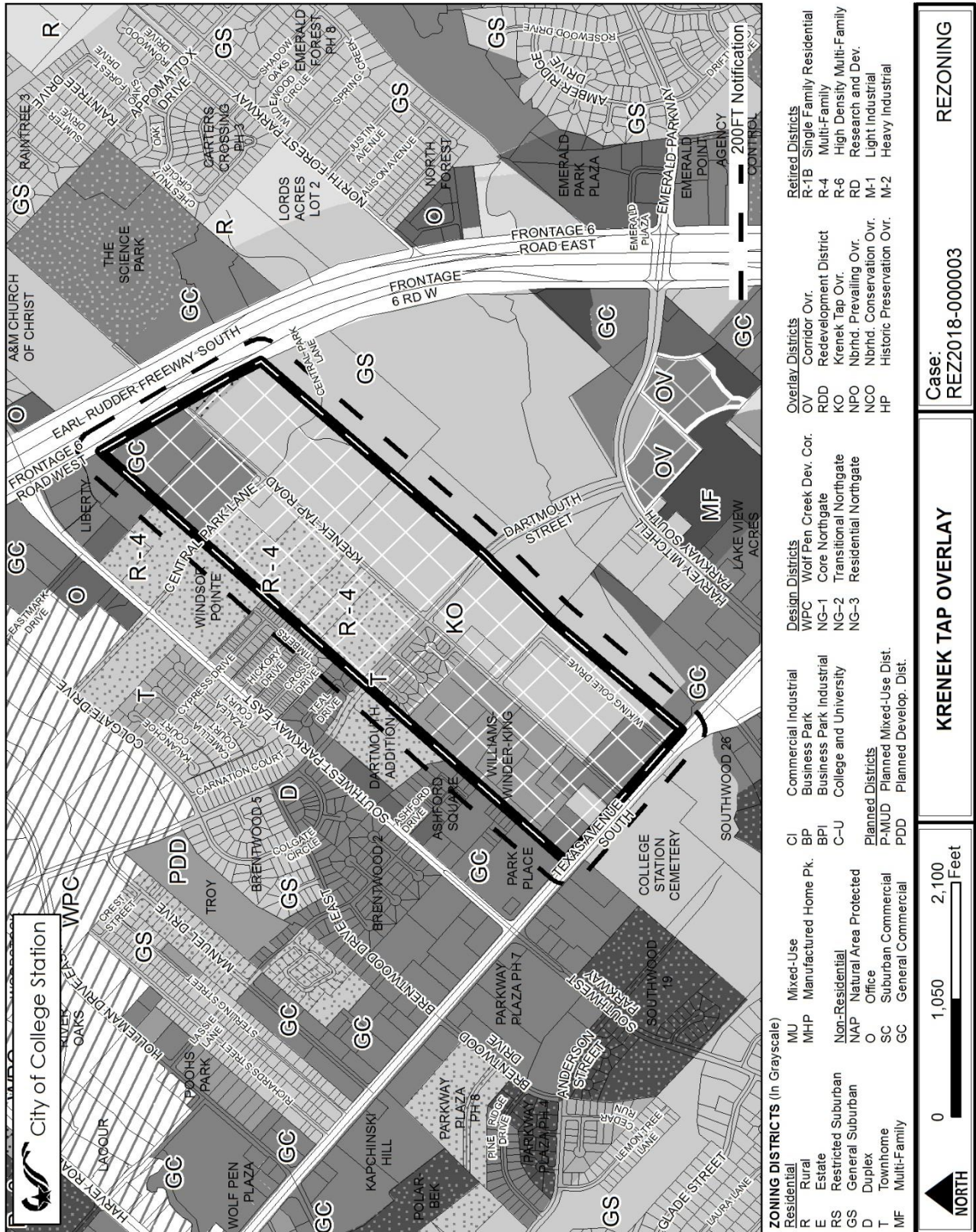
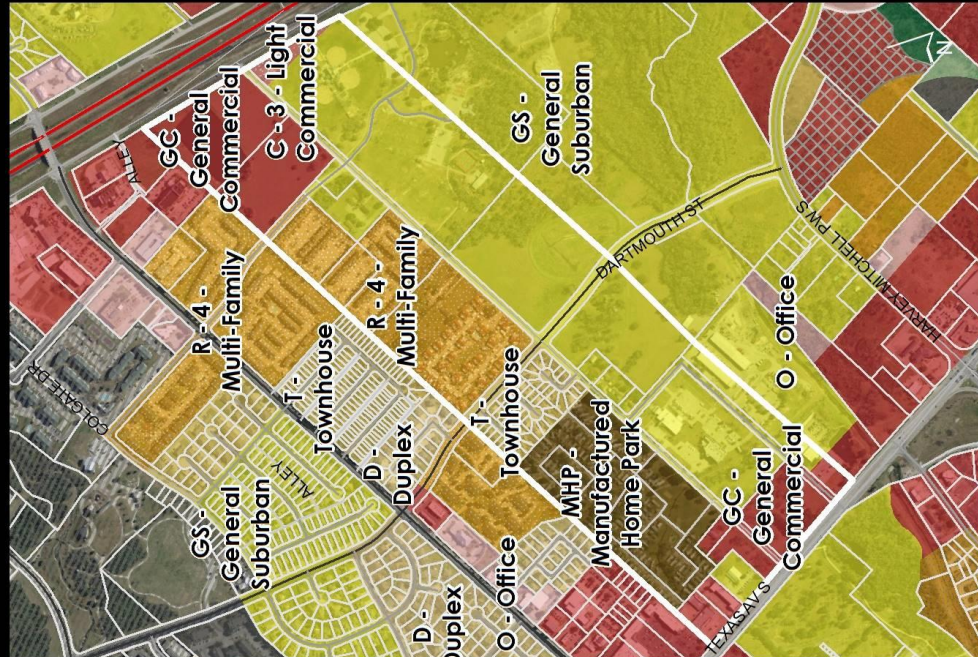
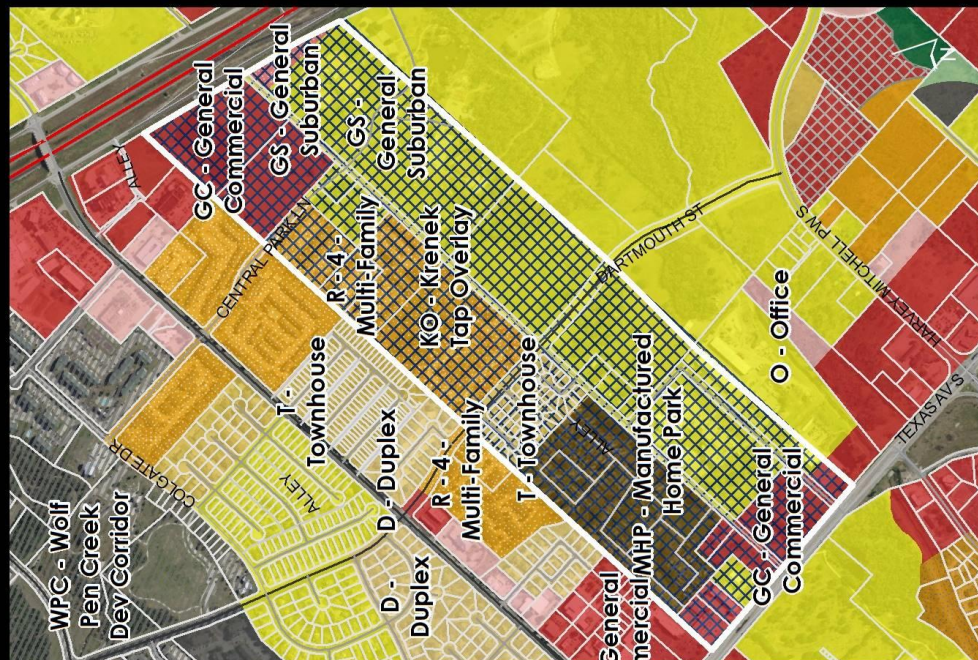


Exhibit C

PROPOSED Zoning



EXISTING Zoning



Legislation Details (With Text)

File #:	18-0249	Version:	1	Name:	UDO Amendments – Krenek Tap Overlay Zoning District
Type:	Unified Development Ordinance	Status:			Agenda Ready
File created:	3/29/2018	In control:			City Council Regular
On agenda:	4/12/2018	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 1.10 “Transitional Provisions,” Section 2.5 “Design Review Board,” Section 4.1 “Zoning Map Amendment,” Section 5.10 “Overlay Districts,” and Section 7.5 “Signs” of the Code of Ordinances of the City of College Station, Texas, to remove the Krenek Tap Overlay zoning district.				
Sponsors:	Molly Hitchcock				
Indexes:					
Code sections:					
Attachments:	Sec 1.10 Transitional Provisions Redline Sec 2.5 Design Review Board Redline Sec 4.1 Establishment of Districts Redline Sec 5.10 Overlay Districts Redline Sec 7.5 Signs Redline Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 1.10 “Transitional Provisions,” Section 2.5 “Design Review Board,” Section 4.1 “Zoning Map Amendment,” Section 5.10 “Overlay Districts,” and Section 7.5 “Signs” of the Code of Ordinances of the City of College Station, Texas, to remove the Krenek Tap Overlay zoning district.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission unanimously recommended to approve this item at their regular meeting on March 15, 2018.

Summary: The 2017 Planning and Zoning Commission Plan of Work includes an effort to streamline the Unified Development Ordinance (UDO). One item identified was the removal of the Krenek Tap Overlay (KO) regulations.

The KO was adopted in 2004 to enhance the views along Krenek Tap Road and create a sense of identity for the City, not only along the municipal property but along Krenek Tap Road itself. The overlay was adopted in preparation of the City Centre urban development concept for the municipal property on the south side of Krenek Tap Road. The KO adds several restrictions to the development of properties, including requiring parking lots to be located behind buildings, requiring front porches on single-family homes facing Krenek Tap Road, and limiting roof styles, fence materials, and signage options.

As the City is no longer pursuing the urban concept for the area as envisioned, the Planning & Zoning Commission and the City Council have directed staff to remove the unnecessary regulation of the KO. This is accomplished through the rezoning process to remove the KO from properties, and then by amending the Unified Development Ordinance to delete the KO as an overlay zoning district in College Station.

Budget & Financial Summary: N/A

Attachments:

1. Section 1.10 Transitional Provisions redline
2. Section 2.5 Design Review Board redline
3. Section 4.1 Zoning Map Amendment redline
4. Section 5.10 Overlay Districts redline
5. Section 7.5 Signs redline
6. Ordinance

Sec. 1.10. - Transitional Provisions.

B. **Zoning Districts.**

....

7. **Deleted Districts.**

The following districts not existing on the official zoning map on the effective date of this UDO are hereby deleted:

Deleted District	Name	Effective Date
C-PUD	Commercial Planned Unit Dev.	June 13, 2003
C-NG	Commercial Northgate	June 13, 2003
<u>KO</u>	<u>Krenek Tap Overlay</u>	<u>April 22, 2018</u>

Sec. 12-2.5. - Design Review Board.

D. **Powers and Duties.**

The Design Review Board has the following powers and duties:

~~1.~~ **Overlay District Review.**

~~The Design Review Board shall approve or deny all alternate building or fence materials and fence height in the Krenek Overlay District, as specified within this UDO.~~

~~2.1.~~ **Wolf Pen Creek District Review.**

The Design Review Board shall hear and decide requests for waivers from the standards in the Wolf Pen Creek (WPC) subsection of the Design Districts Section of Article 5 of this UDO as limited to the possible waivers authorized by that subsection.

~~32.~~ **Wolf Pen Creek Parking Waivers.**

The Design Review Board shall hear and decide requests to vary from the amount of required parking in the Wolf Pen Creek District (WPC).

~~43.~~ **Northgate District Standards Waivers.**

The Design Review Board shall hear and decide requests to vary from the standards in the Northgate Districts (NG) subsection of the Design Districts Section of Article 5 of this UDO as limited to the possible Waivers authorized by that subsection.

~~54.~~ **Driveway Appeals.**

The Design Review Board shall hear appeals to decisions of the Development Engineer regarding driveway appeals.

~~65.~~ **Appeal of Requirement Based on Site Plan Review Criteria.**

The Design Review Board shall hear and decide appeals of the Administrator's application of site plan requirements to assure compliance with Sections 3.6.E, Site Plan Review Criteria, and 3.7.D, Additional Review Criteria for the WPC District.

~~76.~~ **Buffer Appeals.**

The Design Review Board shall hear appeals of buffer requirements listed in Section 7.7, Buffer Requirements.

~~87.~~ **Non-Residential Architectural Standards Appeals.**

The Design Review Board shall hear and decide waiver requests as specified in the Non-Residential Architectural Standards Section.

~~98.~~ **Non-Residential Architectural Standards Alternative Compliance.**

The Design Review Board shall hear and decide proposals for alternative compliance to the Non-Residential Architectural Standards.

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.

Sec. 12-5.10. - Overlay Districts.

In the event that an area is rezoned to apply overlay district provisions, this district shall apply to all multi-family, commercial and industrial property, and where applicable, to single-family, duplex or townhouse development. The underlying district establishes the permitted uses and shall remain in full force, and the requirements of the overlay district are to be applied in addition to the underlying use and site restrictions.

....

~~C. Krenek Tap Corridor Overlay District (KO).~~

~~The purpose of this overlay is to provide for consistent development of office, retail, and residential uses in the area of the new City Centre Complex. The City Centre Complex is located on the south side of Krenek Tap Road, and will contain several municipal and public facilities having high quality urban design characteristics. This overlay, along with all other applicable requirements of the Unified Development Ordinance (UDO), shall apply to all properties on the north and south sides of Krenek Tap Road.~~

~~1. Uses.~~

~~Permitted uses shall be those as established in the underlying zoning districts with the exception that duplex dwelling units are not allowed anywhere in the overlay district.~~

~~2. Design Standards.~~

~~The following standards apply to all development, except single-family residential development, along the Krenek Tap Corridor in addition to other design standards contained within the UDO.~~

~~a. Parking.~~

~~No parking or circulation aisle shall be located between a building and the adjoining right-of-way of Krenek Tap Road. Where no building exists and parking is to be installed adjacent to a right-of-way, there shall be a thirty-foot setback from the right-of-way line to the parking pavement, within which a three-foot high screen of shrubs, fencing wall, or earthen berm shall be installed.~~

~~b. Architectural Design.~~

~~All building façades facing Krenek Tap Road shall have architectural treatments similar and complimentary to the front façade of the building. All exterior walls visible from the public right-of-way shall be finished with one (1) or more of the following materials: brick, native stone, cast stone, textured concrete masonry units, fiber/cement board, solid wood planking, stucco, or synthetic stucco. Metal siding is prohibited on all exterior walls. There shall be no flat roofs.~~

~~Use of alternative materials may be approved by the Design Review Board, if such materials meet or exceed the standards herein.~~

~~When an existing structure is enlarged or modified, the DRB may approve materials other than the standard materials above, if this allows the new construction to be more compatible with existing materials, with the exception that metal siding is not allowed.~~

~~c. Reflective Glass.~~

~~For non-residential buildings, no more than fifty (50) percent of any façade facing Krenek Tap Roadway may include reflective glass. For the purposes of this ordinance, reflective glass shall be defined as glass having a reflectance of greater than ten (10) percent.~~

~~d. Fencing.~~

~~Any fencing visible from the public designated roadway or public area shall be decorative wrought iron or tubular steel, a picket fence or alternative similar products approved by the Design Review Board. Fences along the right-of-way shall not be solid and shall allow visual access to the development. The materials and height limitation referenced above do not apply to fences required for screening as specified in this UDO.~~

~~e. Sign Regulations.~~

~~Only attached building signs and low profile signs meeting the requirements of the UDO shall be permitted. Building signs shall not obscure other building elements such as windows, cornices, decorative details, etc.~~

~~3.—Design Standards.~~

~~The following standards apply specifically to single-family and townhome residential development along the Krenek Tap Corridor in addition to other design standards contained within the UDO applicable to single-family development.~~

~~a.—Front Setback.~~

~~Residential lots adjacent to Krenek Tap right-of-way shall be oriented so that the front façades of individual units or dwellings face Krenek Tap Road, if there is sufficient property frontage to do so. The front setback of these units shall not exceed fifteen (15) feet. This does not preclude residential street access to Krenek or pedestrian access.~~

~~b.—Front Porches.~~

~~Every front façade visible from Krenek Tap Road shall contain a front porch extending along at least one-half (½) of the front façade. These porches shall be large enough and useable for outdoor seating and not solely decorative.~~

~~c.—Parking.~~

~~No driveways or locations for parking shall be allowed in the yard areas facing Krenek Tap Road or along Krenek Tap Road itself. Rear parking and access shall be required.~~

~~d.—Architectural Design.~~

~~All exterior walls visible from the public right-of-way shall be finished in the following materials: brick, native stone, cast stone, textured concrete masonry units, fiber/cement board, solid wood planking, stucco, or synthetic stucco. Metal siding is prohibited on all exterior walls. Alternative materials may be approved by the Design Review Board, if the alternative materials meet or exceed the standards of the materials listed above. The primary material shall not exceed seventy-five (75) percent of the façade. The façade calculation excludes windows and doors. There shall be no flat roofs.~~

~~(Ord. No. 2012-3449, Pt. 1(Exh. M), 9-27-2012; Ord. No. 2012-3450, Pt. 1(Exh. C), 9-27-2012; Ord. No. 2013-3471, Pt. 1(Exh. C), 1-10-2013)~~

Sec. 12-7.5. - Signs.

A. **Purpose.**

The purpose of this Section is to establish clear and unambiguous regulations pertaining to signs in the City of College Station and to promote an attractive community, foster traffic safety, and enhance the effective communication and exchange of ideas and commercial information.

B. **Applicability.**

The City Council recognizes that signs are necessary for visual communication for public convenience, and that businesses and other activities have the right to identify themselves by using signs that are incidental to the use on the premises where the signs are located. The Council herein seeks to provide a reasonable balance between the right of a person to identify his or her business or activity, and the rights of the public to be protected against visual discord and safety hazards that result from the unrestricted proliferation, location, and construction of signs. This Section will insure that signs are compatible with adjacent land uses and with the total visual environment of the community, in accordance with the City's Comprehensive Plan.

1. The City Council finds that the rights of residents of this City to fully exercise their rights of free speech by the use of signs containing non-commercial messages are subject to minimum regulation regarding structural safety and setbacks for purposes of traffic protection. The City Council seeks herein to provide for the reasonably prompt removal and disposal of such signs after they have served their purpose, and yet to avoid any interference with First Amendment freedoms, especially as to persons who are of limited financial means.
2. The City Council finds that instances may occur in the application of this Section where strict enforcement would deprive a person of the reasonable use of a sign, or the reasonable utilization of a sign in connection with other related property rights, and herein provides for such persons to have the right to seek variances from the requirements of this UDO for good cause. The City Council finds that it is imperative that enforcement officials apply this Section as it is written, in the interest of equality and fair and impartial application to all persons, and that the procedures to appeal a denial of a sign permit to the ZBA shall remain the sole administrative means to obtain any exception to the terms hereof.
3. The regulations of this Section shall apply for developments within the zoning districts listed in Section 12-7.5.C Summary of Permitted Signs. These regulations only apply to special districts within the City of College Station so far as is stated in the following Sections of this UDO:
 - a. Wolf Pen Creek District (WPC), Section 12-5.8.A;
 - b. Northgate Districts (NG-1, NG-2, NG-3), Section 12-5.8.B; and
 - c. Corridor Overlay District (OV), Section 12-5.10.A; and
 - d. ~~Krenek Overlay District (KO), Section 12-5.10.C.~~

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 1 “GENERAL PROVISIONS,” SECTION 1.10.B.7 “DELETED DISTRICTS,” ARTICLE 2 DEVELOPMENT REVIEW BODIES,” SECTION 2.5.D “POWERS AND DUTIES.” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.1, “ESTABLISHMENT OF DISTRICTS,” ARTICLE 5, “DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS,” SECTION 5.10.C “KRENEK TAP CORRIDOR OVERLAY DISTRICT (KO),” AND ARTICLE 7, “GENERAL DEVELOPMENT STANDARDS,” SECTION 7.5.B “APPLICABILITY,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE KRENEK TAP CORRIDOR OVERLAY DISTRICT; 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 Appendix A, “Unified Development Ordinance,” Article 1 “General Provisions,” Section 1.10.B.7 “Deleted Districts,” Article 2 Development Review Bodies,” Section 2.5.D “Powers And Duties.” Article 4 “Zoning Districts,” Section 4.1, “Establishment Of Districts,” Article 5, “District Purpose Statements And Supplemental Standards,” Section 5.10.C “Krenek Tap Corridor Overlay District (Ko),” And Article 7, “General Development Standards,” Section 7.5.B “Applicability,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance 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) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 12th day of April, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 1, “General Provisions,” Section 1.10, “Transitional Provisions,” Subsection 1.10.B.7, “Deleted Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“7. Deleted Districts.

The following districts not existing on the official zoning map on the effective date of this UDO are hereby deleted:

Deleted District	Name	Effective Date
C-PUD	Commercial Planned Unit Dev.	June 13, 2003
C-NG	Commercial Northgate	June 13, 2003
KO	Krenek Tap Overlay	April 22, 2018

“

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies,” Section 2.5, “Design Review Board,” Subsection 2.5.D, “Powers and Duties” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“D. Powers and Duties.

The Design Review Board has the following powers and duties:

1. Wolf Pen Creek District Review.

The Design Review Board shall hear and decide requests for waivers from the standards in the Wolf Pen Creek (WPC) subsection of the Design Districts Section of Article 5 of this UDO as limited to the possible waivers authorized by that subsection.

2. Wolf Pen Creek Parking Waivers.

The Design Review Board shall hear and decide requests to vary from the amount of required parking in the Wolf Pen Creek District (WPC).

3. Northgate District Standards Waivers.

The Design Review Board shall hear and decide requests to vary from the standards in the Northgate Districts (NG) subsection of the Design Districts Section of Article 5 of this UDO as limited to the possible Waivers authorized by that subsection.

4. Driveway Appeals.

The Design Review Board shall hear appeals to decisions of the Development Engineer regarding driveway appeals.

5. Appeal of Requirement Based on Site Plan Review Criteria.

The Design Review Board shall hear and decide appeals of the Administrator's application of site plan requirements to assure compliance with Sections 3.6.E, Site Plan Review Criteria, and 3.7.D, Additional Review Criteria for the WPC District.

6. Buffer Appeals.

The Design Review Board shall hear appeals of buffer requirements listed in Section 7.7, Buffer Requirements.

7. Non-Residential Architectural Standards Appeals.

The Design Review Board shall hear and decide waiver requests as specified in the Non-Residential Architectural Standards Section.

8. Non-Residential Architectural Standards Alternative Compliance.

The Design Review Board shall hear and decide proposals for alternative compliance to the Non-Residential Architectural Standards. ”

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.1, “Establishment of Districts” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“

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
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 Article 5 and the use regulations are designated in Article 6 of this UDO. ”

Exhibit D

That Appendix A, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards,” Section 5.10, “Overlay Districts,” Subsection 5.10.C, “Krenek Tap Corridor Overlay District (KO)” of the Code of Ordinances of the City of College Station, Texas, is hereby deleted.

Exhibit E

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.5, “Signs,” Subsection 7.5.B, “Applicability” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“B. Applicability.

The City Council recognizes that signs are necessary for visual communication for public convenience, and that businesses and other activities have the right to identify themselves by using signs that are incidental to the use on the premises where the signs are located. The Council herein seeks to provide a reasonable balance between the right of a person to identify his or her business or activity, and the rights of the public to be protected against visual discord and safety hazards that result from the unrestricted proliferation, location, and construction of signs. This Section will insure that signs are compatible with adjacent land uses and with the total visual environment of the community, in accordance with the City's Comprehensive Plan.

1. The City Council finds that the rights of residents of this City to fully exercise their rights of free speech by the use of signs containing non-commercial messages are subject to minimum regulation regarding structural safety and setbacks for purposes of traffic protection. The City Council seeks herein to provide for the reasonably prompt removal and disposal of such signs after they have served their purpose, and yet to avoid any interference with First Amendment freedoms, especially as to persons who are of limited financial means.
2. The City Council finds that instances may occur in the application of this Section where strict enforcement would deprive a person of the reasonable use of a sign, or the reasonable utilization of a sign in connection with other related property rights, and herein provides for such persons to have the right to seek variances from the requirements of this UDO for good cause. The City Council finds that it is imperative that enforcement officials apply this Section as it is written, in the interest of equality and fair and impartial application to all persons, and that the procedures to appeal a denial of a sign permit to the ZBA shall remain the sole administrative means to obtain any exception to the terms hereof.
3. The regulations of this Section shall apply for developments within the zoning districts listed in Section 12-7.5.C Summary of Permitted Signs. These regulations only apply to special districts within the City of College Station so far as is stated in the following Sections of this UDO:
 - a. Wolf Pen Creek District (WPC), Section 12-5.8.A;
 - b. Northgate Districts (NG-1, NG-2, NG-3), Section 12-5.8.B; and
 - c. Corridor Overlay District (OV), Section 12-5.10.A. “